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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

VEDA WOODARD, TERESA RIZZO-MARINO, and DIANE MORRISON, on behalf of themselves, all others similarly situated, and the general public,

Plaintiffs,

vs.

LEE LABRADA; LABRADA BODYBUILDING NUTRITION, INC.; LABRADA NUTRITIONAL SYSTEMS, INC.; DR. MEHMET C. OZ, M.D.; ENTERTAINMENT MEDIA VENTURES, INC. D/B/A OZ MEDIA; ZOCO PRODUCTIONS, LLC; HARPO PRODUCTIONS, INC; SONY PICTURES TELEVISION, INC; NATUREX, INC.; AND INTERHEALTH NUTRACEUTICALS, INC.,

Defendants.

) Case No. 5:16-cv-00189-JGB-SP

) CLASS ACTION

) **JOINT STIPULATION OF SETTLEMENT**

1 This Joint Stipulation of Settlement (“Agreement”, “Settlement Agreement”
2 or “Stipulation”) is made and entered into by and between Plaintiffs Veda
3 Woodard, Teresa Rizzo-Marino, and Diane Morrison on behalf of themselves and
4 the Settlement Class Members defined below (hereafter collectively referred to as
5 “Plaintiffs” or the “Class”), and Defendants Dr. Mehmet C. Oz, M.D., Zoco
6 Productions, LLC, Entertainment Media Ventures, Inc., and Harpo Productions,
7 Inc. (the “Media Defendants”) (collectively the “Settling Parties”) and resolves in
8 full the class action lawsuit (the “Action”) as to the Media Defendants. Subject to
9 Court approval pursuant to the applicable Federal Rules of Civil Procedure, and as
10 provided herein, the Parties hereby stipulate and agree that, in consideration for the
11 promises and covenants set forth in this Settlement Agreement and upon the entry
12 by the Court of a Final Judgment and Order Approving Settlement and the
13 occurrence of the Effective Date, the Action shall be settled and compromised
14 upon the terms and conditions contained herein.

15 **RECITALS**

16 **I. PROCEDURAL BACKGROUND**

17 1.1. WHEREAS, on February 2, 2016, Plaintiff Veda Woodard filed a
18 class action complaint in the United States District Court for the Central District of
19 California, Case No. 5:16-cv-00189-JGB-SP against Defendants Lee Labrada,
20 Labrada Bodybuilding Nutrition, Inc., Labrada Nutritional Systems, Inc., Dr.
21 Mehmet C. Oz, M.D., Entertainment Media Ventures, Inc., Zoco Productions,
22 LLC, Harpo Productions, Inc., Sony Pictures Television, Inc., Naturex, Inc. and
23 Interhealth Nutraceuticals, Inc. alleging causes of action for (1.) fraud and deceit;
24 (2.) Negligent Misrepresentation; (3.) Quasi-Contract/ Unjust Enrichment; (4.)
25 Violations of California’s Unfair Competition Law, Cal. Bus. & Prof. Code §§
26 17200, et seq.; (5.) Violations of California’s Consumers Legal Remedies Act, Cal.
27 Civ. Code §§ 1750 et seq.; (6.) Violations of California’s False Advertising Law,
28 Cal. Bus. & Prof. Code §§ 17500 et seq.; (7.) Breach of Express Warranty, Cal.

1 Comm. Code § 2313; and, (8.) Breach of Implied Warranty of Merchantability,
2 Cal. Comm. Code § 2314.

3 1.2. WHEREAS, on April 4, 2016, the Media Defendants filed a Motion to
4 Dismiss Plaintiff Woodard's class action complaint (ECF No. 45) and on April 11,
5 2016 the Media Defendants filed a Special Motion to Strike Plaintiff Woodard's
6 Class Action Complaint pursuant to California Civil Procedure Code section
7 425.16 (California's "anti-SLAPP law"). (ECF No. 49).

8 1.3. WHEREAS, on April 18, 2016, Plaintiff Woodard filed a Motion to
9 Defer Ruling on the Media Defendants' Special Motion to Strike and for Leave to
10 Conduct Discovery Pursuant to Federal Rule of Civil Procedure 56(d). (ECF No.
11 60).

12 1.4. WHEREAS, on May 12, 2016, the Court entered an Order Granting in
13 Part and Denying in Part the Media Defendants' Motion to Dismiss with Leave to
14 Amend and Granting Plaintiff Woodard's Motion to Defer Ruling on the Media
15 Defendants' Special Motion to Strike and for Leave to Conduct Discovery. (ECF
16 No. 85).

17 1.5. WHEREAS, on June 2, 2016, Plaintiffs Veda Woodard Teresa Rizzo-
18 Marino, and Diane Morrison (collectively the "Plaintiffs") filed a First Amended
19 Complaint against Defendants Lee Labrada, Labrada Bodybuilding Nutrition, Inc.,
20 Labrada Nutritional Systems, Inc., Dr. Mehmet C. Oz, M.D., Entertainment Media
21 Ventures, Inc., Zoco Productions, LLC, Harpo Productions, Inc., Sony Pictures
22 Television, Inc., Naturex, Inc. and Interhealth Nutraceuticals, Inc. alleging causes
23 of action for (1.) fraud and deceit; (2.) Negligent Misrepresentation; (3.) Violations
24 of California's Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*;
25 (4.) Violations of California's Consumers Legal Remedies Act, Cal. Civ. Code §§
26 1750 *et seq.*; (5.) Violations of California's False Advertising Law, Cal. Bus. &
27 Prof. Code §§ 17500 *et seq.*; (6.) Breach of Express Warranty, Cal. Comm. Code §
28 2313; and, (7.) Breach of Implied Warranty of Merchantability, Cal. Comm. Code

1 § 2314; (8.) Breach of Express Warranty, N.Y. U.C.C. § 2-313; (9.) Breach of
2 Implied Warranty of Merchantability, N.Y. U.C.C. § 2-314; (10.) Breach of
3 Express Warranties to Intended Third Party Beneficiaries; (11.) Violations of the
4 Magnuson-Moss Warranty Act, 15 U.S.C. §§ 2301, *et seq.*; (12.) Violations of
5 New York's Unfair Trade Practices Law, N.Y. Gen. Bus. Law § 349; and (13.)
6 Violations of New York's False Advertising Law, N.Y. Gen. Bus. Law § 350.

7 1.6. WHEREAS, on June 24, 2016, the Media Defendants filed a Motion
8 to Dismiss Plaintiffs' First Amended Complaint. (ECF No. 94).

9 1.7. WHEREAS, on March 10, 2017, the Court issued an Order Granting
10 in Part and Denying in Part the Media Defendants' Motion to Dismiss the First
11 Amended Complaint and dismissed Defendant Sony Pictures Television, Inc. from
12 the action with prejudice. (ECF No. 154).

13 1.8. WHEREAS, Plaintiffs and the Media Defendants attended three
14 mediation sessions before the Honorable Judge Leo S. Papas (Ret.) on September
15 26, 2017, December 13, 2017, and February 15, 2018. Judge Papas is a highly
16 experienced and well-regarded mediator who served as a Magistrate Judge for the
17 U.S. District Court, Southern District of California from 1991 to 2009, including a
18 tenure as the Presiding Judge from 2002 to 2007. The Parties submitted mediation
19 statements, supplemental statements and supporting documents in connection with
20 the mediation. Between the second and third mediation sessions, Judge Papas held
21 several private telephone caucuses with respective counsel. Judge Papas'
22 guidance with the negotiations between Class Counsel and the Media Defendants
23 resulted in an agreement in principle, which is now finalized as reflected in this
24 Settlement Agreement, which Plaintiffs and Class Counsel believe provides
25 benefits to the Settlement Class, is fair, reasonable and adequate, and is in the best
26 interests of Plaintiffs and the Settlement Class Members.

27 1.9. WHEREAS, this Settlement Agreement was reached after extensive
28 review of the underlying facts and after extensive arm's length negotiations

1 between Class Counsel and counsel for the Media Defendants. During the
2 litigation of this Action, the parties have propounded and responded to several sets
3 of written discovery and produced several thousands of pages of documents and
4 electronic records. In addition, the Defendants have deposed each of the Class
5 Representatives and Class Counsel has deposed the Media Defendants' Fed. R.
6 Civ. P. 30(b)(6) designee and other personal.

7 1.10. WHEREAS, based upon the discovery and investigation to date and
8 evaluation of the facts and law relating to the matters alleged in the pleadings,
9 Plaintiffs and Class Counsel have agreed to settle, subject to court approval, the
10 claims asserted in the Action pursuant to the provisions of this Settlement
11 Agreement. In so doing, Plaintiffs and Class Counsel have considered the terms of
12 this Stipulation, the numerous risks of continued litigation and other factors,
13 including but not limited to the following:

- 14 a. The expense and length of time necessary to prosecute this Action
15 through trial;
 - 16 b. The uncertainty outcome at trial and the possibility of an appeal by
17 either side following the trial;
 - 18 c. The possibility that a contested class might not be certified, and if
19 certified, the possibility that such certification would be reversed on
20 appeal;
 - 21 d. The fact that the Media Defendants would file a motion for summary
22 judgment that, if granted, would dispose of all or many of the claims in
23 this Action;
 - 24 e. The fact that the Media Defendants could prevail on their Special
25 Motion to Strike; and
 - 26 f. The benefits being made available to Plaintiffs and the Settlement Class
27 Members under the terms of this Agreement.
- 28

1 1.11. WHEREAS, weighing the above factors, as well as all other risks and
2 uncertainties of continued litigation and all factors bearing on the merits of
3 settlement, Plaintiffs and Class Counsel are satisfied that the terms and conditions
4 of this settlement are fair, reasonable, adequate, and in the best interests of the
5 Plaintiffs and the Settlement Class Members.

6 1.12. WHEREAS, the Media Defendants deny (a) any liability or any
7 wrongdoing of any kind whatsoever; (b) that they violated any applicable laws; (c)
8 that they owe any damages or compensation to anyone with respect to the facts or
9 claims asserted in the Action; and (d) that class certification for litigation purposes
10 is proper. Nevertheless, without admitting or conceding any liability, the Media
11 Defendants consider it desirable that the Action be resolved upon the terms and
12 conditions set forth in this Settlement Agreement in order to avoid the expense,
13 risk, uncertainty, and interference with ongoing business operations inherent in any
14 litigation, and to obtain the releases as described herein. Any stipulations or
15 statements by the Media Defendants herein are made solely for settlement
16 purposes.

17 1.13. WHEREAS, the Parties have engaged in long and hard-fought
18 settlement negotiations. The combined result of the extensive negotiations is
19 memorialized in the terms set forth in this Settlement Agreement.

20 1.14. **NOW, THEREFORE,** without any admission or concession
21 whatsoever on the part of Plaintiffs of the lack of merit of this Action, or any
22 admission or concession of liability or wrongdoing or the lack of merit of any
23 defense whatsoever by the Media Defendants, it is hereby stipulated and agreed by
24 the undersigned, on behalf of Plaintiffs, the Settlement Class, and the Media
25 Defendants that the Action and all claims of the Settlement Class be settled,
26 compromised, and dismissed on the merits and with prejudice, subject to Court
27 approval as required by Federal Rule of Civil Procedure 23, on the terms and
28 conditions set forth herein and upon the Effective Date (as defined below).

1 1.15. Each party to this Settlement Agreement affirms that the recitals
2 above as to such party are true and accurate as to such party and are hereby made a
3 part of this Settlement Agreement.

4 **II. TERMS AND CONDITIONS OF SETTLEMENT**

5 **Definitions**

6 2.1. As used in this Settlement Agreement and the annexed exhibits
7 hereto, the following terms and phrases have the following meanings, unless a
8 section or subsection of this Settlement Agreement or its exhibits provides
9 otherwise. Unless otherwise indicated, defined terms include the plural as well as
10 the singular. Other capitalized terms used in this Settlement Agreement but not
11 defined above shall have the meaning ascribed to them in this Settlement
12 Agreement and the exhibits attached hereto.

13 A. "Action" means the civil action filed in the United States District
14 Court for the Central District of California, styled *Veda Woodard et al., v. Lee*
15 *Labrada, et al.*, Case No. 5:16-cv-00189-JGB-SP.

16 B. "Settlement Agreement" means this Joint Stipulation of Settlement,
17 including all Exhibits thereto.

18 C. "Authorized Claimant" means any Claimant who has timely and
19 completely submitted a Proof of Claim Form that has been reviewed and validated
20 by the Claims Administrator.

21 D. "Claim" means a request for relief pursuant to section 6.2(a)
22 submitted on a Proof of Claim Form by a Class Member to the Claims
23 Administrator.

24 E. "Claims Deadline" means the date set by the Court in the Preliminary
25 Approval Order by which Settlement Class Members must submit a claim to obtain
26 the Class Benefits described in Section VI of this Settlement Agreement.

27 F. "Claim Form" or "Proof of Claim Form" means the documents to be
28 submitted by Claimants seeking payment pursuant to this Settlement Agreement

1 that will be available online at the Settlement Website, substantially in the form
2 attached hereto as Exhibit A.

3 G. "Claimant" means any Class Member who seeks a Settlement
4 Payment that submits a Claim Form pursuant to this Settlement Agreement.

5 H. "Claims Administration Expenses" means the fees and expenses
6 incurred by the Claims Administrator in completing the claims administration
7 process set forth in this Agreement.

8 I. "Claims Administrator" or "Settlement Administrator" means KCC,
9 LLC Administration, which will provide the Class Notice and administer the
10 claims process. Plaintiffs shall select a successor in the event one becomes
11 necessary, subject to approval by the Media Defendants, which approval shall not
12 be unreasonably withheld.

13 J. "Claim Deadline" or "Claim Period Close Date" means the date 120
14 days (not including the day of the event) following the later of: (i) the last
15 published notice as identified in the Notice Plan; or (ii) establishment of the
16 Settlement Website.

17 K. "Class Counsel" means, subject to Court approval to represent the
18 Settlement Class, the Law Offices of Ronald A. Marron, APLC and the law firm of
19 Cohelan, Khoury, and Singer and any attorneys at those firms assisting in the
20 representation of the Class in this Action.

21 L. "Class Notice" means the Court-approved notices to the Class to be
22 disseminated by the Claims Administrator as set forth in the Claims
23 Administrator's Notice Media Plan and in accordance with the Court's Preliminary
24 Approval Order, but which may be modified as necessary to comply with the
25 provisions of this Settlement Agreement, and which are to be provided to the Class
26 Members pursuant to this Settlement Agreement.

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1 M. "Class Period" or "Settlement Class Period" shall mean and refer to
2 the time period beginning on February 2, 2012 and ending on the date until the
3 date of the Order of Preliminary Approval of this Agreement.

4 N. "Class Representatives" means named Plaintiffs Veda Woodard,
5 Teresa Rizzo-Marino, and Diane Morrison.

6 O. "Class Representative Enhancement" or "Incentive Award" means
7 any award sought by application to and approved by the Court that is payable to
8 the Class Representatives and named Plaintiffs from the Settlement Fund for their
9 role as the class representatives and/or named plaintiffs and for the responsibility
10 and work attendant to those roles.

11 P. "Court" means the United States District Court for the Central District
12 of California.

13 Q. "Defendants" or "Media Defendants" means Defendants Dr. Mehmet
14 C. Oz, M.D., Zoco Productions, LLC, Harpo Productions, Inc., and Entertainment
15 Media Ventures, Inc.

16 R. "Defense Counsel" means the law firms of Jackson Walker, LLP and
17 Ford, Walker, Haggerty, & Behar, LLP and any attorneys at those firms assisting
18 in the representation of the Media Defendants in the Action.

19 S. "Escrow Account" means the escrow account managed by the Escrow
20 Agent, which shall be the sole escrow account for compensation of Class Members
21 under the Settlement Agreement.

22 T. "Escrow Agent" means the agreed-upon entity to address and hold for
23 distribution the funds identified in this Settlement Agreement. The Parties agree
24 that KCC, LLC shall serve as the Escrow Agent and will place the Settlement
25 Funds in an interest bearing account, subject to approval by the Court.

26 U. "Fee and Expense Award" means the amount of any attorneys' fees
27 and reimbursement of litigation expenses awarded to Class Counsel under their Fee
28 Application based on their work prosecuting the Action and creating the benefits of

1 this Settlement Agreement.

2 V. "Final Approval Date" or "Effective Date" means the first date that is
3 three business days after all of the following have occurred: (i) the Court has
4 entered an order granting final approval of the Settlement Agreement in
5 accordance with the terms of this Settlement Agreement; (ii) the time for any
6 challenge or objection to the Settlement Agreement, both in the Court and on
7 appeal, has elapsed; and (iii) the Settlement Agreement has become final, either
8 because no timely challenge or objection was made to it or because any timely
9 challenge or objection has been finally adjudicated and rejected. [For purposes of
10 this paragraph, an "appeal" shall not include any appeal that concerns solely the
11 issue of Class Counsel's request for attorneys' fees and expenses and for Incentive
12 Awards to the Class Representatives.]

13 W. "Final Judgment" means the "Final Judgment and Order of Dismissal"
14 to be entered by the Court, which, among other things, fully and finally approves
15 the Settlement and dismisses the litigation with prejudice, and retains continuing
16 jurisdiction over the interpretation, implementation, and enforcement of the
17 settlement.

18 X. "Notice" or "Class Notice" means the Court approved "Notice of
19 Proposed Class Action Settlement" attached as Exhibits "A" and "D").

20 Y. "Notice Date" or "Notice Deadline" means the date on which the
21 Settlement Administrator completes the Online Notice, consistent with the
22 Preliminary Approval Order, to Settlement Class Members.

23 Z. "Objection" is the written communication that a Settlement Class
24 Member may file with the Court in order to object to this Agreement as provided
25 for in Section IV, 4.4 of this Settlement Agreement.

26 AA. "Objection/Exclusion Deadline" means the date the Court orders in its
27 Preliminary Approval Order, as referred to in Section 4.3 of this Agreement.

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1 BB. "Party" or "Parties" means Plaintiffs and the Media Defendants in this
2 litigation.

3 CC. "Plaintiffs" means the class representatives, Veda Woodard, Teresa
4 Rizzo-Marino, and Diane Morrison, on behalf of themselves and each of the
5 Settlement Class Members.

6 DD. "Person" means any individual, corporation or any other entity of any
7 nature whatsoever.

8 EE. "Preliminary Approval Date" means the date of entry of the Court's
9 order granting preliminary approval of the Settlement Agreement.

10 FF. "Preliminary Approval Order" means the Court's order to be entered
11 by the Court, substantially in the form of Exhibit E, preliminarily approving the
12 Settlement Agreement, certifying the Settlement Class, setting the due date of the
13 Final Approval Hearing approving the Settlement Notice Plan, and Claim Form,
14 and setting the Opt Out Date, Objection Date and Notice Date.

15 GG. "Products" and "Class Products" means the following Products
16 purchased by the Class Members: (A) any Green Coffee Bean Extract and/or
17 Garcinia Cambogia product from any manufacturer, including but not limited to
18 the Labrada Dual Action Fat Buster with Supercitrimax® Garcinia Cambogia and
19 the Labrada Fat Loss Optimizer with Svetol® Green Coffee Bean Extract, from
20 February 2, 2012 until the date notice is disseminated in this action, and saw any
21 fake ad purported to be sourced from or approved by Dr. Oz or Media Defendants;
22 or (B) any weight loss product, ingredient, and/or plant after viewing, at any time,
23 any portion of Episode 3-143, Episode 4-018, or Episode 4-052 of The Dr. Oz
24 Show, or viewing, at any time, any portion of Doctoroz.com on or after April 26,
25 2012 related to Green Coffee Bean Extract and/or Garcinia Cambogia, or after
26 seeing any fake ad purported to be sourced from or approved by Dr. Oz or Media
27 Defendants, even if it resulted in weight loss.

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1 HH. “Released Claims” or “Class Released Claims” means any and all
2 actions, claims, demands, rights, suits, and causes of action of whatever kind or
3 nature against the Released Persons, including damages, costs, expenses, penalties,
4 and attorneys’ fees, known or unknown, suspected or unsuspected, in law or equity
5 arising out of or relating to any act, failure to act, omission, misrepresentation,
6 statement, fact, event, transaction, matter, occurrence or allegation that were raised
7 or could have been raised in the Action, including allegations of false, misleading
8 or deceptive statements or misrepresentations or any other statements relating to
9 the purchase of (A) any Green Coffee Bean Extract and/or Garcinia Cambogia
10 product from any manufacturer, including but not limited to the Labrada Dual
11 Action Fat Buster with Supercitrimax® Garcinia Cambogia and the Labrada Fat
12 Loss Optimizer with Svetol® Green Coffee Bean Extract, from February 2, 2012
13 until the date notice is disseminated in this action, and saw any fake ad purported
14 to be sourced from or approved by Dr. Oz or Media Defendants; or (B) any weight
15 loss product, ingredient, and/or plant after viewing, at any time, any portion
16 of Episode 3-143, Episode 4-018, or Episode 4-052 of The Dr. Oz Show, or
17 viewing, at any time, any portion of Doctoroz.com on or after April 26, 2012
18 related to Green Coffee Bean Extract and/or Garcinia Cambogia, or after seeing
19 any fake ad purported to be sourced from or approved by Dr. Oz or Media
20 Defendants, even if it resulted in weight loss. The parties and each of them do
21 hereby assume the above-mentioned risks and agree that the settlement agreement
22 shall apply to all unknown or unanticipated results of the occurrences described
23 above, as well as those known and anticipated, and upon advice of counsel, each
24 party does hereby knowingly waive any and all rights and protections
25 under California Civil Code Section 1542 and like statutes from other states, which
26 section has been duly explained to the Settling Parties and states as follows:
27 “A general release does not extend to claims which the creditor does
28 not know or suspect to exist in his or her favor at the time of

1 executing the release, which if known by him or her must have
2 materially affected his or her settlement with the debtor.”

3 Additionally, Plaintiffs and all class members who do not timely opt out of
4 the defined class in the Settlement Agreement will covenant not to sue the
5 Released Parties.

6 II. “Released Persons” means Dr. Mehmet C. Oz, M.D., Zoco
7 Productions, LLC, Harpo Productions, Inc., Sony Pictures Television Inc., and
8 Entertainment Media Ventures, Inc., each, any and all of their respective past,
9 present, and future heirs, executors, administrators, predecessors, successors,
10 assigns, parent companies, owners, subsidiaries, divisions, joint venturers, entities
11 in which the Media Defendants have a controlling interest, holding companies,
12 employees, agents, consultants, marketing partners, resellers, lead generators,
13 telemarketers, independent contractors, insurers, reinsurers, directors, officers,
14 partners, principals, attorneys, accountants, financial advisors, investors,
15 investment bankers, underwriters, shareholders, auditors, legal representatives,
16 successors in interest, affiliates, trusts, and corporations; and each and all of the
17 past, present, and future officers, directors, principals, representatives, employees,
18 agents, shareholders, attorneys, successors, executors, and assigns of any of the
19 foregoing entities. (“Released Parties”). This release specifically excludes Non-
20 Settling Defendants Interhealth Nutraceuticals, Inc., Naturex, Inc., Lee Labrada,
21 Labrada Bodybuilding Nutrition, Inc., and Labrada Nutritional Systems, Inc.

22 JJ. “Request for Exclusion” means the written communication that must
23 be sent to the Settlement Administrator and postmarked on or before the
24 Objection/Exclusion Deadline by a Settlement Class Member who wishes to be
25 excluded from the Settlement Class.

26 KK. " Settlement Agreement" means this agreement, including its attached
27 exhibits (which are incorporated herein by reference), duly executed by Class
28 Counsel, Media Defendants' counsel and EMV counsel.

1 LL. "Settlement Class Member(s)" or "Member(s) of the Settlement
2 Class" or "Class Members" means: All persons in the United States who purchased
3 (A) any Green Coffee Bean Extract and/or Garcinia Cambogia product from any
4 manufacturer, including but not limited to the Labrada Dual Action Fat Buster with
5 Supercitrimax® Garcinia Cambogia and the Labrada Fat Loss Optimizer with
6 Svetol® Green Coffee Bean Extract, from February 2, 2012 until the date notice is
7 disseminated in this action, and saw any fake ad purported to be sourced from or
8 approved by Dr. Oz or Media Defendants; or (B) any weight loss product,
9 ingredient, and/or plant after viewing, at any time, any portion of Episode 3-143,
10 Episode 4-018, or Episode 4-052 of The Dr. Oz Show, or viewing, at any time, any
11 portion of Doctoroz.com on or after April 26, 2012 related to Green Coffee Bean
12 Extract and/or Garcinia Cambogia, or after seeing any fake ad purported to be
13 sourced from or approved by Dr. Oz or Media Defendants, even if it resulted in
14 weight loss.

15 Excluded from the Settlement Class are: (1) all judges and magistrates who have
16 presided or are presiding over this action (or the judge or Magistrate presiding over
17 the action through which this matter is presented for settlement); (2) the
18 defendants, defendants' subsidiaries, parent companies, successors, predecessors,
19 and any entity in which the defendants or their parents have a controlling interest
20 and their current or former officers, directors, and employees; (3) persons who
21 properly execute and file a timely request for exclusion from the class; and (4)
22 legal representatives, successors or assigns of any such excluded person.

23 MM. "Settlement Fund" means the amount to be deposited by the Media
24 Defendants into the Escrow Account from which the Claims Administrator shall
25 pay all expenses associated with Settlement as approved by the Court including
26 without limitation, Class Notice, administration, Claims, the Settlement Payment,
27 Class Representative Enhancement or Incentive awards and Class Counsel legal
28 expenses and attorneys' fees, as described in Section VI.

1 NN. "Settlement Hearing" or "Fairness Hearing" means the hearing(s) , to
2 be held after notice has been provided to the Settlement Class in accordance with
3 this Settlement Agreement (1) to determine whether to grant final approval to (a)
4 the certification of the Settlement Class, (b) the designation of Class
5 Representatives as the representatives of the Settlement Class, (c) the designation
6 of Class Counsel as counsel for the Settlement Class, and (d) the Settlement
7 Agreement; (2) to consider whether to enter the Final Approval Order; and (3) to
8 rule on Class Counsel's Fee and Expense Award application. The Parties shall ask
9 the Court to schedule a date for the Settlement Hearing 120 days after the Court
10 enters the Preliminary Approval Order, and no sooner than 90 days after the date
11 the Motion for Preliminary Approval is filed to permit the necessary notices under
12 the Class Action Fairness Act of 2005 (28 U.S.C. §1715).

13 OO. "Settlement Notice and Other Administrative Costs" means all fees,
14 costs and expenses actually incurred by the Settlement Administrator in the
15 creation and dissemination of Class Notice, establishment of the Settlement
16 Website, and the processing, handling, reviewing, and paying of claims made by
17 Claimants.

18 PP. "Settlement Payment" means the amount to be paid to Authorized
19 Claimants as described in Section VI.

20 QQ. "Settlement Website" means the website to be created and maintained
21 by the Claims Administrator to provide the Settlement Class with information
22 relating to the Settlement, including relevant documents and electronic and
23 printable forms relating thereto, including the Claim Form which can be submitted
24 online through an Internet-based form or printed and mailed. The Settlement
25 Website shall be activated no later than ten (10) days after the Court enters the
26 Preliminary Approval Order.

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1 2.2. Other capitalized terms used in this Stipulation but not defined above
2 shall have the meaning ascribed to them in this Stipulation and the exhibits
3 attached hereto.

4 **III. CERTIFICATION OF A SETTLEMENT CLASS FOR**
5 **SETTLEMENT PURPOSES ONLY**

6 3.1 The Media Defendants hereby consent, solely for purposes of the
7 settlement set forth herein, to the certification of a nationwide Settlement Class
8 pursuant to Federal Rules of Civil Procedure 23(b)(3) to the appointment of Class
9 Counsel as counsel for the Settlement Class, and to the conditional approval of
10 Plaintiffs as suitable representatives of the Class; provided, however, that if this
11 Settlement Agreement fails to receive Court approval or otherwise fails to be
12 consummated, including, but not limited to, [the Judgment not becoming final as
13 provided in § IX of this Stipulation,] then the Media Defendants retain all rights
14 they had immediately preceding the execution of this Settlement Agreement to
15 object to the maintenance of this Action as a class action, and in that event, nothing
16 in this Settlement Agreement or other papers or proceedings related thereto shall
17 be used as evidence or argument by any Party concerning whether any aspect of
18 the Action including whether it alleges meritorious claims or may properly be
19 maintained as a class action.

20 **IV. APPROVAL PROCEDURES AND RELATED PROVISIONS**

21 **Dismissal of Defendants**

22 4.1. Plaintiffs shall request dismissal of Dr. Mehmet C. Oz M.D. and
23 Entertainment Media Ventures, Inc., with prejudice from the Action, and will
24 request such dismissal in their motion for final approval and at the hearing seeking
25 final approval of this Settlement Agreement.

26 **Public Statements**

27 4.2. Once the Court approves this Settlement Agreement, the Parties will
28 issue the agreed upon joint statement which includes, without limitation, language

1 that notes that Dr. Mehmet Oz M.D., and Entertainment Media Ventures, Inc.,
2 were previously dismissed with prejudice, and that Harpo Productions, Inc., and
3 Zoco Productions, LLC have not admitted wrongdoing but continue to deny
4 allegations of the complaint, attached hereto as Exhibit B. Plaintiffs are prohibited
5 from issuing any public statement regarding the underlying action and/or
6 settlement agreement without prior approval from the Media Defendants.

7 **Motion for Preliminary Approval and Good Faith Determination**

8 4.3. Upon the execution of this Settlement Agreement, the Parties shall
9 concurrently file (1) a motion seeking a determination of good faith settlement
10 from the Court on Media Defendants' motion pursuant to Cal. Civ. P. 877.6, and
11 (2) a motion seeking Preliminary Approval of this Settlement, including all
12 Exhibits, and shall jointly move the Court for entry of an order, which by its terms
13 shall:

14 (a) Determine preliminarily that this Settlement Agreement falls within the
15 range of reasonableness meriting possible final approval and dissemination of
16 Class Notice to the Settlement Class;

17 (b) Determine preliminarily that the Class Representatives are members of the
18 Settlement Class and that, for purposes of the Settlement Agreement, they satisfy
19 the requirements of Rule 23 and that they adequately represent the interests of the
20 Settlement Class Members, and appoint them as the Class Representatives of the
21 Settlement Class;

22 (c) Conditionally certify the Settlement Class for purposes of the Settlement
23 Agreement under Rule 23(b)(3) for settlement purposes only;

24 (d) Appoint the Law Offices of Ronald A. Marron, APLC and the law firm of
25 Cohelan Khoury & Singer as Class Counsel pursuant to Rule 23(g);

26 (e) Schedule the Final Approval Hearing to: (i) determine finally whether the
27 Settlement Class satisfies the applicable requirements of Rule 23 and should be
28 finally certified for settlement purposes only; (ii) review objections, if any,

- 1 regarding the Settlement Agreement; (iii) consider the fairness, reasonableness and
2 adequacy of the Settlement Agreement; (iv) consider Class Counsel's application
3 for an award of Attorneys' Fees and Expenses; (v) determine the validity of
4 Requests for Exclusion and exclude from the Settlement Class those persons who
5 validly and timely opt out; and (vi) consider whether the Court shall issue the Final
6 Judgment and Order Approving Settlement and dismissing the Actions with
7 prejudice;
- 8 (f) Set a briefing schedule for the Final Approval Hearing;
- 9 (g) Approve the proposed Class Notices and Notice Program;
- 10 (h) Approve the designation of KCC, LLC as the Settlement Administrator;
- 11 (i) Direct the Settlement Administrator to cause the Class Notices to be
12 disseminated in the manner set forth in the Notice Program on or before the Notice
13 Dates;
- 14 (j) Determine that the Class Notices and the Notice Program: (i) meet the
15 requirements of Rule 23(c)(3) and due process; (ii) are the best practicable notice
16 under the circumstances; (iii) are reasonably calculated, under the circumstances,
17 to apprise Settlement Class Members of the pendency of the Action, their right to
18 object to the proposed Settlement, opt out of the Settlement Class, or participate
19 within the timeframe provided herein; and (iv) are reasonable and constitute due,
20 adequate and sufficient notice to all those entitled to receive notice;
- 21 (k) Require each Settlement Class Member who wishes to opt out of the
22 Settlement Class to submit a timely written Request for Exclusion, on or before the
23 Opt Out and Objection Date, to the Claims Administrator, to Class Counsel, and to
24 Defendants' Counsel, as specified in Section VIII of this Settlement Agreement;
- 25 (l) Rule that any Settlement Class Member who does not submit a timely
26 written Request for Exclusion will be bound by all proceedings, orders and
27 judgments in the Action;
- 28