

LONG FORM NOTICE
SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Good Health Natural Products Class Action Settlement, Case Nos. BC561427; BC588986

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

TO: All Persons who, for personal or household use, purchased the Products in the United States from September 6, 2010 through and including March 7, 2019 (the “Settlement Class”).

“Person(s)” means a natural person, individual, corporation, partnership, limited liability company, association, or any other type of legal entity.

“Product(s)” means any and all products Labeled, manufactured, processed, distributed, marketed, advertised, promoted, or sold by Good Health Natural Products, LLC, formerly known as Good Health Natural Products, Inc. (Good Health®): (1) containing the words or phrases “Good Health;” “Good Health®” “natural;” “all natural;” “100% natural;” “healthy;” “wholesome;” “nutritious;” “whole wheat;” or “% Less Fat;” (2) containing any other derivation of the words or phrases set forth in this paragraph; (3) containing any words or phrases to convey the same or similar meanings as those set forth in this paragraph; or (4) containing “We guarantee to use only natural, wholesome and nutritious ingredients in each and every Good Health Natural Foods product”, including, without limitation, all flavors, varieties and sizes of the following products:

Apple Chips, Humbles Baked Hummus Chips, Bistro Chips, Eat Your Vegetables, Enjoy Being Good Potato Chips, Enjoy Being Good Veggie Snacks (Chips and Straws), Harmonies Multigrain Chips, Multigrain Chips, Popcorn, Popped Crisps, Potato Chips, Pretzels (including Peanut Butter, Gluten-Free, Organic Whole Wheat Sprouted, and Veggie), Solea Polenta Chips, Sweet Potato Chips, Tortilla Chips, Vegetable (Veggie) Chips, Vegetable (Veggie) Rings, Vegetable (Veggie) Stix, and Vegetable (Veggie) Straws.

“Labeling” (or any variation of the word “Label”) means the display of written, printed or graphic matter upon the packaging of any Product, as well as written, printed, broadcast, or graphic matter designed for use in the promotion, advertising, marketing, distribution or sale of any Product including, but not limited to, information found on Good Health’s® website, and all other electronic forms, which supplements, describes, explains and/or promotes any Product.

Excluded from the Settlement Class are: (a) all Persons who purchased or acquired the Products for resale; (b) Good Health® and its employees, principals, affiliated entities, legal representatives, successors, and assigns; (c) any Person who files a valid, timely Request for Exclusion; (d) federal, state, and local governments (including all agencies and subdivisions thereof but excluding employees thereof); and (e) the judge(s) to whom the Good Health® Actions are assigned, and any members of their immediate families.

IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS, YOU SHOULD READ THIS NOTICE CAREFULLY BECAUSE IT WILL AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.

A settlement has been proposed in a class action pending in the Superior Court of the State of California for the County of Los Angeles (“Court”) titled *Tran, et al. v. Good Health Natural Products, Inc.*, Case Nos. BC561427; BC588986 (“Good Health® Actions”). If the Court gives final approval to the settlement, Good Health Natural Products, LLC formerly known as Good Health Natural

Products, Inc. (“Good Health”) will establish a Settlement Fund in the amount of \$1,000,000.00, a portion of which will be used to make payment to each Settlement Class Member who properly and timely completes a Claim Form, and Good Health will also make changes to its labels, marketing materials and its website.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
SUBMIT A CLAIM FORM	This is the only way to be eligible to receive a payment. Visit the settlement website located at www.snacksettlement.com to submit or obtain a Claim Form.	Deadline: November 2, 2019
EXCLUDE YOURSELF	If you exclude yourself from the settlement, you will not receive compensation under the settlement. Excluding yourself is the only option that allows you to bring or maintain your own lawsuit against Good Health and/or any of the Released Parties regarding the subject of the settlement.	Deadline: July 5, 2019
OBJECT TO THE SETTLEMENT	You may write to the Court about why you object to (don’t like) the settlement and think it should not be approved. Submitting an objection does not exclude you from the settlement.	Deadline: July 5, 2019
GO TO THE “FINAL APPROVAL HEARING”	The Court will hold a “Final Approval Hearing” to consider the settlement, the request for plaintiffs’ attorneys’ fees and costs of the lawyers who brought the action, and the class representatives’ request for incentive awards for bringing the action. You may, but are not required to, speak at the Final Approval Hearing about any objection you submit to the settlement.	Hearing Date: January 14, 2020 at 9:00 a.m.
DO NOTHING	You will not receive any compensation under the settlement. You will also give up your right to object to the settlement and you will not be able to be part of any other lawsuit about the legal claims in this action and subject of the settlement.	N/A

- These rights and options—**and the deadlines to exercise them**—are explained in more detail below.
- The Court in charge of this action has preliminarily approved the settlement and must decide whether to give final approval to the settlement. The relief provided to Settlement Class Members will be provided only if the Court gives final approval to the settlement and, if there are any appeals, after the appeals are resolved in favor of the settlement. ***Please Be Patient.***

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1. *Why is there a notice?*

You have a right to know about a proposed settlement of a class action and about your options before the Court decides whether to finally approve the settlement.

The Court in charge of the case is the Superior Court of the State of California for the County of Los Angeles (the “Court”), and the case is called *Tran, et al. v. Good Health Natural Products, Inc.*, Case No. BC561427; BC588986. The people who sued are called the Plaintiffs, and the company they sued, Good Health Natural Products, LLC formerly known as Good Health Natural Products, Inc. (“Good Health”), is called the Defendant.

2. *What is this lawsuit about?*

The lawsuit claims that the Defendant violated certain laws by labeling and advertising its snack Products as “All Natural” and “100% Natural” when they allegedly contain synthetic, artificial, highly processed ingredients, chemical preservatives, and artificial flavors, including: sunflower oil, corn syrup, canola oil, citric acid, ascorbic acid, maltodextrin, dextrose, potassium chloride, lactic acid, malic acid, evaporated cane juice, folic acid, thiamine mononitrate, riboflavin, niacin, paprika extract, and disodium phosphate. The lawsuit also asserts additional allegations, such as that Defendant claimed some of its Products are “healthy” and “wholesome,” and “made with whole wheat” and/or used improper comparisons concerning the amount of fat on product labels.

The Defendant denies that it falsely advertised or marketed its products, denies all claims made against it, denies that it violated any laws, denies that its labeling is false or misleading, and denies that consumers have suffered any damages or that they have been harmed in any way.

This Notice does not express the Court’s opinion regarding the merits or lack of merits of the claims of the Plaintiffs in the action.

3. *Why is this a class action?*

In a class action lawsuit, one or more people called “Class Representatives” sue on behalf of other people who have similar claims. For purposes of this proposed settlement, one court will resolve the issues for all Settlement Class Members, except for those people who properly exclude themselves from the Settlement Class, as explained in Section 16 below.

4. *Why is there a settlement?*

The Class Representatives have made claims against the Defendant. The Defendant denies that it has done anything wrong or illegal and admits no liability. The Court has not decided that the Class Representatives or the Defendant should win this action. Instead, both sides agreed to a

settlement. That way, they avoid the risks and costs of further proceedings, and the Settlement Class Members whose claims are approved by the Claims Administrator will receive relief now rather than years from now, if at all.

Lawyers representing the proposed class (“Class Counsel”) view the settlement as fair, reasonable, and adequate, and in the best interest of the Settlement Class Members. Class Counsel have investigated the alleged claims and participated in mediation with the Honorable Carl J. West (Ret.) and continued to have extensive settlement negotiations after the mediation before reaching an agreement.

5. *What products are included in the settlement?*

Good Health’s Product(s) that are at-issue include: any and all products Labeled, manufactured, processed, distributed, marketed, advertised, promoted, or sold by Good Health®: (1) containing the words or phrases “Good Health;” “Good Health®;” “natural;” “all natural;” “100% natural;” “healthy;” “wholesome;” “nutritious;” “whole wheat;” or “% Less Fat;” (2) containing any other derivation of the words or phrases set forth in this paragraph; (3) containing any words or phrases to convey the same or similar meanings as those set forth in this paragraph; or (4) containing “We guarantee to use only natural, wholesome and nutritious ingredients in each and every Good Health Natural Foods product”, including, without limitation, all flavors, varieties and sizes of the following products:

Apple Chips, Humbles Baked Hummus Chips, Bistro Chips, Eat Your Vegetables, Enjoy Being Good Potato Chips, Enjoy Being Good Veggie Snacks (Chips and Straws), Harmonies Multigrain Chips, Multigrain Chips, Popcorn, Popped Crisps, Potato Chips, Pretzels (including Peanut Butter, Gluten-Free, Organic Whole Wheat Sprouted, and Veggie), Solea Polenta Chips, Sweet Potato Chips, Tortilla Chips, Vegetable (Veggie) Chips, Vegetable (Veggie) Rings, Vegetable (Veggie) Stix, and Vegetable (Veggie) Straws.

6. *How do I know if I am part of the settlement?*

The Court has decided that everyone who fits the following description is a “Settlement Class Member” for purposes of the proposed settlement:

All Persons who, for personal or household use, purchased the Products in the United States from September 6, 2010 through and including March 7, 2019. “Person(s)” means a natural person, individual, corporation, partnership, limited liability company, association, or any other type of legal entity.

Specifically excluded from the Settlement Class are: (a) all Persons who purchased or acquired the Products for resale; (b) Good Health® and its employees, principals, affiliated entities, legal representatives, successors, and assigns; (c) any Person who files a valid, timely Request for Exclusion; (d) federal, state, and local governments (including all agencies and subdivisions thereof but excluding employees thereof); and (e) the judge(s) to whom the Good Health® Actions are assigned, and any members of their immediate families.

7. *What if I'm still not sure if I am included?*

If you are still not sure whether you are included, you can call the Claims Administrator at 1-888-210-0855 or write the Claims Administrator at the following address: Good Health Class Action Settlement c/o Atticus Administration, PO BOX 1440, Minneapolis, MN 55440.

8. *What are the terms of the settlement?*

If the settlement is finally approved, the Defendant will establish a settlement fund of \$1,000,000.00 ("Settlement Fund"). After deducting incentive awards of up to \$10,000.00 in the aggregate and to be split between the Class Representatives (see Question 14), a payment of up to \$333,333.33 for attorneys' fees and up to \$20,000.00 in expenses (see Question 13), and a payment of up to \$176,000.00 for claims administration and notice costs, the remaining amount (the "Net Settlement Fund") will be used to make payments to Settlement Class Members who timely submit valid Claim Forms (see Question 10). The amount of money you receive, may ultimately be increased or decreased depending on the number of other claimants that are submitted and the value of those claims. Any amount remaining in the Settlement Fund after the satisfaction of all claims will be donated equally to the following non-profit organizations: Center for Science in the Public Interest (<https://cspinet.org/>), and HoneyLove (<http://honeylove.org/>).

Additionally, subject to the terms of the Settlement Agreement, the Defendant has agreed that it will stop using the terms and phrases "Natural," "100% Natural," or "All Natural," on packaging and its marketing materials and website to describe the Products. Defendant has also agreed, subject to the terms of the Settlement Agreement, to stop using the following terms and phrases on packaging and its marketing materials and website to describe the Products: (i.) "No Added Sugar" without including one or more of the accompanying calorie-content disclaimers set forth in 21 CFR 101.6, unless the Product(s) meet the calorie requirements of 21 CFR 101.6; (ii.) "Protein Packed" with respect to Good Health® Peanut Butter Filled Pretzels; (iii.) "No Added Preservatives" with respect to Products containing citric acid; (iv.) "Heart Healthy" with respect to Good Health®'s Avocado Oil line of Kettle Chips; and, (v.) "Extra Goodness" to characterize the level of nutrients in the Products. The collective costs incurred by the Defendant in implementing these labeling changes and the subsequent value to the Settlement Class resulting from those changes is in excess of \$400,000.

9. *What can I get from the settlement?*

If you submit a valid and timely Claim Form by the deadline, you can get a payment from the Settlement Fund (see Question 8). Settlement Class Members are eligible for a One Dollar (\$1.00) payment for every Product purchased from September 6, 2010 through and including March 7, 2019 (the "Settlement Class Period") up to a maximum of Ten (10) Products. The maximum amount that will be paid to any one Claimant household without Proof of Purchase will be Ten Dollars (\$10.00).

Settlement Class Members who purchased more than Ten (10) Products during the Settlement

Class Period are eligible for a \$1.00 payment for every Product purchased provided that they submit Proofs of Purchase for all Products claimed that exceed Ten (10). Proof of Purchase means a receipt or other documentation from a third-party commercial source reasonably establishing the fact and date of purchase of a Product during the Settlement Class Period in the United States.

This notice is not tax advice. Class Counsel do not provide tax or financial advice, and Settlement Class Members are advised to seek independent professional advice as to the tax or financial consequences of any recovery they receive.

10. How can I submit a claim?

To request compensation, you must send in a Claim Form. A Claim Form is available by clicking [HERE](#) or on the Internet at the website www.snacksettlement.com. You may complete the Claim Form electronically using the settlement website, or you may send your Claim Form by United States First-Class Mail to the Claims Administrator at the address provided below:

Good Health Class Action Settlement
c/o Atticus Administration
PO BOX 1440
Minneapolis, MN 55440

Please read the instructions on the Claim Form carefully, fill out the form, and submit it on or before 11:59 p.m. (Pacific) on November 2, 2019.

YOU MUST SUBMIT YOUR CLAIM NO LATER THAN NOVEMBER 2, 2019 OR YOU WILL NOT HAVE THE OPPORTUNITY TO RECEIVE ANY MONEY UNDER THE SETTLEMENT BUT YOU WILL NEVERTHELESS BE BOUND BY THE RELEASE OF CLAIMS SET OUT IN SECTION 15 BELOW.

11. When will I receive compensation?

Payments will be mailed to Settlement Class Members who send in valid and approved Claim Forms on time after the Court grants “final approval” to the settlement and after any appeals are resolved. If the Court finally approves the settlement after a hearing on January 14, 2020 there may be appeals. It’s always uncertain whether these appeals can be resolved, and resolving them can take time. Please be patient.

12. Do I have a lawyer in this case?

The Court has ordered that CounselOne, PC and Chant & Company A Professional Law Corporation (“Class Counsel”) will represent the interests of all Settlement Class Members. You will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

Class Counsel’s addresses and telephone numbers are as follows:

ANTHONY J. ORSHANSKY
JUSTIN KACHADOORIAN
COUNSELONE, PC
9301 WILSHIRE BLVD., SUITE 650
BEVERLY HILLS, CA 90210
310-789-2145

CHANT YEDALIAN
CHANT & COMPANY
A PROFESSIONAL LAW CORPORATION
1010 N. CENTRAL AVE.
GLENDALE, CA 91202
877.574.7100

13. *How will the lawyers be paid?*

Class Counsel will request up to \$333,333.33 to be paid out of the Settlement Fund for their attorneys' fees, plus reimbursement for the actual expenses of litigation of up to \$20,000 which is also to be paid out of the Settlement Fund. The Court will make the final decision as to the amounts to be paid to Class Counsel.

14. *Will the Class Representatives receive any compensation for their efforts in bringing this action?*

The Class Representatives will request an incentive award (also known as a "service" award) of up to \$10,000 collectively, to be paid out of the Settlement Fund, for their services as class representatives and their efforts in bringing the Good Health® Actions. The Court will make the final decision as to the amount to be paid to the Class Representatives.

15. *What am I giving up to obtain relief under the settlement?*

Unless you exclude yourself from the settlement, you can't sue the Defendant or any of the Released Parties, continue to sue, or be part of any other lawsuit against the Defendant or any of the Released Parties about the legal issues in this lawsuit and settlement. You will also be bound by all of the decisions made by the Court. The Release is described more fully in the Settlement Agreement and describes exactly the legal claims that you give up if you stay in the Settlement Class. The Settlement Agreement is available at www.snacksettlement.com.

16. *How do I exclude myself from the settlement?*

You may exclude yourself from the Settlement Class and the settlement. If you want to be excluded, you must send a letter via United States First Class Mail stating: **(a)** the name and case number of the Good Health® Actions, i.e., "*Tran, et al. v. Good Health Natural Products, Inc.*, Superior Court of the State of California for the County of Los Angeles, Case Nos. BC561427; BC588986"; **(b)** your full name, address, email address, and telephone number; **(c)** a statement that you are a member of the Settlement Class; **(d)** an explicit statement that you do not want to participate in the settlement and you want to be excluded from the Settlement Class and the settlement; and **(e)** your signature, postmarked no later than July 5, 2019 to the Claims Administrator at:

Good Health Class Action Settlement
c/o Atticus Administration
PO Box 1440

Minneapolis, MN 55440

Neither you nor an attorney representing you may submit exclusion requests on behalf of other Settlement Class Members, i.e., so-called “mass” or “class” opt-outs are not allowed. If you timely request exclusion from the Settlement Class, you will be excluded from the Settlement Class, you will not be bound by the judgment entered in the Good Health® Actions, and you will not be precluded from prosecuting at your own expense any timely, individual claim against the Defendant and/or any of the Released Parties based on the conduct complained of in the Good Health® Actions. If you do not exclude yourself from the settlement, then you will be bound by its terms.

17. How do I tell the Court that I do not like the settlement?

At the date, time, and location stated in Section 20 below, the Court will hold a Final Approval Hearing to determine if the settlement is fair, reasonable, and adequate, and to also consider Class Counsel’s request for an award of attorneys’ fees and costs and service awards to the Class Representatives.

If you have not submitted a timely request for exclusion and want to object to the fairness, reasonableness, or adequacy of the settlement or to the requested award of attorneys’ fees and cost or service awards, then you must send such objection to the Claims Administrator by United States First- Class Mail no later than (*that is*, postmarked by) July 5, 2019, addressed as follows:

Good Health Class Action Settlement
c/o Atticus Administration
PO Box 1440
Minneapolis, MN 55440

If you decide to object, your written objection must include a title or caption that identifies it as “Objection to Class Settlement in *Tran, et al. v. Good Health Natural Products, Inc.*, Superior Court for the State of California for the County of Los Angeles, Case Number BC561427; BC588986,” and must include all of the following:

- Your name, residence address (or mailing address if different), telephone number, and email address;
- The name, address, email address, and telephone number of your lawyer, if you have one;
- The specific reasons you object to the settlement, including all legal support and evidence in support of your objection;
- Proof of Purchase of a qualifying Product or a statement, under penalty of perjury, that you purchased one or more qualifying Products during the Settlement Class Period;
- A statement of your membership in the Settlement Class, including all information required by the Claim Form;

- A detailed list of any objections you or your lawyer have made to any class action settlement submitted to any court in the United States in the previous five years, or a statement that you have not objected to any class action settlement in any court in the United States in the previous five (5) years; and
- Your signature and, if you have one, your lawyer's signature.

You may, but need not, submit and serve your objection through counsel of your choice. If you do make your objection through an attorney, you will be responsible for your personal attorney's fees and costs.

18. What is the difference between excluding myself and objecting to the settlement?

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the settlement no longer affects you.

19. What is the Final Approval Hearing?

The Court has preliminarily approved the settlement and will hold a hearing to decide whether to give final approval to the settlement. The purpose of the Final Approval Hearing will be for the Court to determine whether the settlement should be approved as fair, reasonable, and adequate, and in the best interests of the Settlement Class; to consider the award of attorneys' fees and expenses to Class Counsel; and to consider the request for service awards to each of the Class Representatives.

20. When and where is the Final Approval Hearing?

On January 14, 2020 at 9:00 a.m., a hearing will be held on the fairness of the proposed settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the fairness of the proposed settlement. The hearing will take place before the Honorable Daniel J. Buckley, in Department 1, Spring Street Courthouse of the Superior Court of the State of California for the County of Los Angeles located at 312 North Spring Street, Los Angeles, California 90012.

The hearing may be postponed to a different date or time or location without notice. Please check www.snacksettlement.com for any updates about the settlement generally or the Final Approval Hearing specifically. If the date or time of the Final Approval Hearing changes, an update to the settlement website will be the only way you will be informed of the change.

21. May I speak at the hearing?

At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the settlement.

If you have requested exclusion from the settlement, however, you may not speak at the Final Approval Hearing.

22. *How do I get more information?*

To see a copy of the Settlement Agreement, the Court's Preliminary Approval Order, the operative complaint filed in the Good Health® Actions, and downloadable Claim Form, please visit the settlement website located at www.snacksettlement.com. Alternatively, you may write the Claims Administrator at the postal mailing address: *Good Health Class Action Settlement, c/o Atticus Administration, PO Box 1440, Minneapolis, MN 55440.*

This description of the Good Health® Actions is general and does not cover all of the issues and proceedings that have occurred. In order to see the complete file you should visit the Clerk's office at the Spring Street Courthouse of the Superior Court of the State of California for the County of Los Angeles located at 312 North Spring Street, Los Angeles, California 90012. The Clerk will tell you how to obtain the file for inspection and copying at your own expense.

23. *What if my address or other information has changed or changes after I submit a Claim Form?*

It is your responsibility to inform the Claims Administrator of your updated information. You may do so at the address below:

*Good Health Class Action Settlement
c/o Atticus Administration
PO Box 1440
Minneapolis, MN 55440*

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.