

EXHIBIT 1

FIRST AMENDMENT TO CLASS ACTION SETTLEMENT AGREEMENT

This First Amendment to the Class Action Settlement Agreement (“First Amendment”) is entered into by and among Plaintiff Sharae Casey (“Plaintiff”) and the Settlement Class on the one hand, and Defendant Doctor’s Best, Inc. (“Doctor’s Best”) on the other hand, to amend the Class Action Settlement Agreement among the Parties dated July 22 and July 23, 2021 (the “Original Agreement”). Capitalized words and phrases shall have the meanings set forth in the Original Agreement, except that “Agreement” is amended to mean the Original Agreement as amended by this First Amendment.

The Original Agreement is amended as follows:

Section 1.2. Add the following sentence to the end of the paragraph: “After negotiating the benefits to Settlement Class Members and finalizing and executing the Agreement, Plaintiff’s Counsel and Doctor’s Best entered into separate negotiations regarding the amount of attorneys’ fees and expenses to be paid by Doctor’s Best to Plaintiff’s Counsel, subject to Court approval. The Parties’ agreement on that amount is reflected in this First Amendment to the Class Action Settlement Agreement.”

Section 7.1. Replace Section 7.1 with the following paragraph: “Plaintiff’s Counsel may apply to the Court for an award from Doctor’s Best of attorneys’ fees, costs, and expenses in a total amount not to exceed four hundred seventy-five thousand dollars (\$475,000.00). Doctor’s Best agrees not to oppose or to submit any evidence or argument challenging or undermining Plaintiff’s Counsel’s application for an award of attorneys’ fees, costs, and expenses. Doctor’s Best shall not be in violation of this term if its attorneys provide the Court with evidence, including evidence of their lodestars, that is specifically requested by the Court; however, no Party shall seek such a request. Plaintiff’s Counsel shall file any motion in support of their application for attorneys’ fees, costs, and expenses no later than forty nine (49) days prior to the Final Approval

hearing. Plaintiff's Counsel shall file any reply brief in support of such motion no later than thirty-five (35) days after Plaintiff's Counsel files such motion. The settlement shall not be conditioned on Court approval of Plaintiff's Counsel's application for attorneys' fees, costs, and expenses. Any attorneys' fees, costs, and expenses awarded by the Court as set forth under Section 7.1 shall be the total obligation of Doctor's Best to pay attorneys' fees, costs, and expenses of any kind to Plaintiff's Counsel in connection with the Action and this Agreement."


[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below and agree that it shall take effect on the last date it is executed by all of the undersigned.

APPROVED AS TO FORM:

DATED: January 7, 2022


GLANCY PRONGAY & MURRAY LLP



Jonathan M. Rotter, Esq.
Danielle L. Manning, Esq.
Attorneys for Plaintiff

DATED: January 6, 2022

WOLF POPPER LLP



Carl L. Stine, Esq.
Matthew Insley-Pruitt, Esq.
Philip M. Black, Esq.
Attorneys for Plaintiff

DATED: January __, 2022

COVINGTON & BURLING LLP

Ashley Simonsen, Esq.
Cortlin Lannin, Esq.
Attorneys for Doctor's Best

APPROVED AND AGREED:

DATED: January 3, 2022

SHARAE CASEY



Sharae Casey
Plaintiff

DATED: January __, 2022

DOCTOR'S BEST, INC.

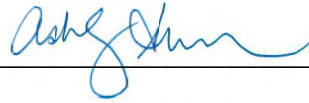
By: _____

Name: _____

Title: _____

DATED: January 3, 2022

COVINGTON & BURLING LLP



Ashley Simonsen, Esq.
Cortlin Lannin, Esq.
Attorneys for Doctor's Best

APPROVED AND AGREED:

DATED: January __, 2022

SHARAE CASEY

Sharae Casey
Plaintiff

DATED: January __, 2022

DOCTOR'S BEST, INC.

By: _____

Name: _____

Title: _____

DATED: January __, 2022

COVINGTON & BURLING LLP

Ashley Simonsen, Esq.
Cortlin Lannin, Esq.
Attorneys for Doctor's Best

APPROVED AND AGREED:


DATED: January __, 2022

SHARAE CASEY

Sharae Casey
Plaintiff

DATED: January 4, 2022

DOCTOR'S BEST, INC.

By: 
Name: GALE BENSUSSEN
Title: Chief Executive Officer