

Attention Purchasers of Doctor's Best Nutritional Supplements Containing Glucosamine Sulfate Before February 28, 2022

This notice may affect your rights. Please read it carefully.

A court authorized this notice. This is not a solicitation from a lawyer.

- This class action settlement will resolve a lawsuit against Doctor's Best, Inc. ("Doctor's Best") involving dietary supplements labeled as containing Glucosamine Sulfate and offered for sale by Doctor's Best (collectively, the "Products"). These Products include Doctor's Best Glucosamine Sulfate 750mg, Vegan Glucosamine Sulfate 750mg, Synergistic Glucosamine MSM, Glucosamine Chondroitin MSM, Vegan Glucosamine Chondroitin MSM, and Glucosamine Chondroitin MSM + Hyaluronic Acid. The lawsuit claims that Doctor's Best sells nutritional supplements containing glucosamine hydrochloride and potassium sulfate that are mislabeled as containing Glucosamine Sulfate. The lawsuit seeks a court order to stop these practices and to refund to customers a portion of the purchase price. Doctor's Best denies these claims, denies that it has engaged in any wrongdoing, and contends that the Products were properly labeled in accordance with the Official Methods of Analysis of the Association of Official Analytic Collaboration. To avoid the costs and inherent uncertainty of litigation, however, Doctor's Best has agreed to this settlement.
- In connection with this settlement, Doctor's Best has agreed not to represent that the Products contain Glucosamine Sulfate unless they actually contain Glucosamine Sulfate. In addition, Doctor's Best will provide Settlement Class Members who submit valid claims a refund of either (i) five dollars (\$5.00) per Product package purchased in the United States during the Class Period without proof of purchase, up to a maximum of twenty-five dollars (\$25.00) per Household; or (ii) an amount equal to 60% of the purchase price for each Product package purchased in the United States during the Class Period with proof of purchase, up to a maximum of twelve (12) Product packages per Household.
- The lawyers who brought the lawsuit will ask the Court for an award to be paid to them by Doctor's Best as fees and expenses for investigating the facts, litigating the case, and negotiating the settlement. After negotiating the benefits to Class Members and finalizing the Settlement Agreement, Plaintiff's Counsel and Doctor's Best separately negotiated the amount of the award of attorneys' fees and expenses to be paid to Plaintiff's Counsel. Doctor's Best acknowledges and agrees that Plaintiff's Counsel are entitled to a fee award. In recognition of the terms of the Settlement and the prosecution and settlement of the Action, and subject to Court approval, Doctor's Best has agreed to pay an award of attorneys' fees and expenses to Plaintiff's Counsel not to exceed \$475,000.00 (the "Fee and Expense Amount"). This Fee and Expense Amount includes the fees and expenses incurred by Plaintiff's Counsel in connection with the prosecution and settlement of the Action.
- The lawyers who brought the lawsuit will additionally ask for an award for the plaintiff, Sharae Casey ("Plaintiff"), who initially brought this lawsuit. This will be requested as an Incentive Award, to compensate the Plaintiff for taking on the risks of pursuing this litigation and for agreeing to a broader release of claims than other Settlement Class Members.

- Your legal rights are affected whether you act or don't act. Read this notice carefully.
- This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at www.DoctorsBestGlucosamineSettlement.com, contact the Claim Administrator by calling 1 (833) 620-3614 or writing to Casey v. Doctor's Best, PO Box 225391, New York, New York, 10150-5391, or contact Class Counsel at Wolf Popper LLP, 845 Third Avenue, New York NY 10022.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM FORM	The only way to receive payment, i.e., partial refunds for your purchases.	Tuesday, June 14, 2022
EXCLUDE YOURSELF	Get out of the lawsuit and the settlement. This is the only option that allows you to ever bring or join another lawsuit against Doctor's Best that raises the same legal claims released by this settlement. You will receive no payment.	Friday, June 10, 2022
OBJECT OR COMMENT	Write to the Court about why you do or don't like the settlement, the amount of requested attorneys' fees, or the payment to the Plaintiff. You may also submit a Claim Form if you object.	Friday, June 10, 2022
GO TO A HEARING	Attend the hearing about the fairness of the settlement, the amount of attorneys' fees, and the payment to the Plaintiff. If you'd like to speak in Court at this hearing, you must file a notice at least 28 days before the hearing. You may appear through your own attorney if you so desire, or you may appear in person without an attorney.	Friday, July 8, 2022, 10:30 a.m. PT
DO NOTHING	You will receive no payment and have no right to sue later for the claims released by the settlement.	

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after any appeals are resolved. Please be patient.

Final Approval Hearing

On Friday, July 8, 2022, at 10:30 a.m. PT, the Court will hold a hearing to determine (1) whether the proposed settlement is fair, reasonable, and adequate and should receive final approval; (2) whether the application for attorneys' fees, costs, and/or expenses brought by the Class Counsel should be granted; and (3) whether the application for a payment to the Plaintiff who brought the lawsuit should be granted. The hearing will be held before the Honorable Josephine L. Staton, whose courtroom is located at the United States District Court, Central District of California, 350 W. 1st Street, Los Angeles, CA, 90012, Courtroom 8A, 8th Floor. Judge Staton is currently conducting hearings through video conferencing on Zoom, and information for accessing hearings via Zoom can be found on Judge Staton's webpage at <https://www.cacd.uscourts.gov/honorable-josephine-l-staton>. This hearing date may change, or the hearing may be set as an in-person hearing rather than a hearing through video teleconferencing, without further notice to you. Consult the Settlement Website at www.DoctorsBestGlucosamineSettlement.com, or the Court docket in this case at <https://pacer.login.uscourts.gov/> (select "California Central District Court" as your court and perform a case number query using case number 8:20-cv-01325-JLS) for updated information on the hearing date and time, and consult Judge Staton's webpage at <https://www.cacd.uscourts.gov/honorable-josephine-l-staton> for updated information on whether Judge Staton is conducting hearings in person or through video teleconferencing.

Important Dates

June 14, 2022 Claim Submission Deadline
June 10, 2022 Objection Deadline
June 10, 2022 Exclusion Deadline
July 8, 2022 Final Approval Hearing (at 10:30 a.m. PT)

How Do I Know If I Am Affected By The Litigation?.....	4
What Is The Lawsuit About?.....	4
What Does Plaintiff Seek To Recover In the Lawsuit?.....	5
Why Is the Case Being Settled?.....	5
What Is The Settlement?.....	5
What Can I Get In The Settlement?.....	6
How Do I Make A Claim?.....	6
What Do Plaintiff And Her Lawyers Get?.....	6
What Claims Are Released By The Settlement?.....	7
Can I Exclude Myself From The Settlement?.....	7
How Do I Object To The Settlement?.....	8
When Will The Court Decide If The Settlement Is Approved?.....	8
How Do I Get More Information?.....	9

How Do I Know If I Am Affected By The Litigation And The Settlement?

This case involves dietary supplements labeled as containing Glucosamine Sulfate sold by Doctor's Best, including Doctor's Best Glucosamine Sulfate 750mg, Vegan Glucosamine Sulfate 750mg, Synergistic Glucosamine MSM, Glucosamine Chondroitin MSM, Vegan Glucosamine Chondroitin MSM, and Glucosamine Chondroitin MSM + Hyaluronic Acid. For purposes of settlement only, the Court has certified a Settlement Class. The Settlement Class is defined as "all Persons who purchased the Product in the United States, other than for purposes of resale, during the period beginning July 22, 2016 and ending on the date of the Preliminary Approval of the settlement." Therefore, you are a member of the Settlement Class if, between July 22, 2016 and February 28, 2022, you purchased the Product anywhere in the United States. Your purchase cannot have been for purposes of resale.

The Settlement Class excludes (1) Honorable Josephine L. Staton, Honorable John D. Early, and Honorable Edward A. Infante (Ret.), and any member of their immediate families; (2) any government entity; (3) Doctor's Best; (4) any entity in which Doctor's Best has a controlling interest; (5) any of Doctor's Best's subsidiaries, parents, affiliates, officers, directors, employees, legal representatives, heirs, successors, or assigns; (6) any persons who timely opt out of the Settlement Class; and (7) any Person that purchased the Product for resale.

If you are a member of the Settlement Class, you will be bound by the settlement and judgment in this case, unless you request to be excluded.

What Is The Lawsuit About?

In this lawsuit, the Plaintiff asserts that although the Products' packaging and labeling, as well as representations made by Doctor's Best on its websites and in its advertising, state that the Products contain Glucosamine Sulfate, the Products in fact contain glucosamine hydrochloride and potassium sulfate and do not contain Glucosamine Sulfate. Plaintiff alleges that Doctor's Best is liable for (a) unfair, unlawful, and fraudulent business practices in violation of California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.*, (b) false advertising in violation of California's False Advertising Law, Cal. Bus. & Prof. Code § 17500 *et seq.*, (c) violations of the California Consumers Legal Remedies Act, Cal. Civ. Code § 1750 *et seq.*, (d) breach of warranty, and (e) unjust enrichment. Plaintiff seeks to pursue her claims on behalf of herself and others who purchased the Products in the United States.

Doctor's Best denies that there is any factual or legal basis for Plaintiff's allegations. Doctor's Best contends that the labeling of the Products is truthful and non-misleading, and that the Products are properly labeled in accordance with the Official Methods of Analysis of the Association of Official Analytic Collaboration. Doctor's Best therefore denies all claims asserted by Plaintiff and the Settlement Class and denies that it has engaged in any wrongdoing. Doctor's Best also denies that Plaintiff or any other members of the Settlement Class has suffered injury or is entitled to monetary or other relief.

The Court has not determined whether Plaintiff or Doctor's Best is correct.

What Does Plaintiff Seek To Recover In The Lawsuit?

Plaintiff contends that, if Doctor's Best had not engaged in the labeling, marketing, and advertising that she challenges, she would not have purchased the Product. Plaintiff seeks to recover, on behalf of a class of individuals who purchased the Products in the United States between July 22, 2016 and February 28, 2022 (except for purchases made for purposes of resale), the dollar amount of the purchase price paid for the Products that is attributable to the alleged misrepresentations. Plaintiff believes that, if she is successful at trial, she could win damages or restitution of up to the full amount of the retail purchase price.

Doctor's Best denies that there is any legal entitlement to a refund or any other monetary relief.

Why Is The Case Being Settled?

Plaintiff's Counsel has investigated the manufacture, marketing, labeling, and performance of the Products, and has conducted a thorough examination of the relevant law. Plaintiff has arranged for laboratory testing of the Product and exchanged documents and information with Doctor's Best.

Based on this investigation, Plaintiff's Counsel has determined that there are significant risks of continuing the litigation. Among the risks of continued litigation are the possibility that the court will grant Doctor's Best's motion to dismiss (which the Court has held in abeyance pending consummation of this settlement) or decline to certify a class; that summary judgment will be entered against Plaintiff; and/or that Plaintiff will be unable to prove liability, damages, or entitlement to injunctive relief at trial on a class wide or individual basis. In particular, there may be difficulties establishing that (1) the Products do not contain Glucosamine Sulfate according to how a reasonable consumer understands that term; (2) a reasonable consumer would find material the disclosure of Glucosamine Sulfate in the Supplement Facts labeling on Products that did not contain the term "Glucosamine Sulfate" on their front label; (3) a reasonable consumer would find material the fact that "combination" Products, *i.e.* Products that Doctor's Best labels as containing both Glucosamine Sulfate and other ingredients, allegedly contain glucosamine hydrochloride and potassium sulfate rather than Glucosamine Sulfate; (4) common questions predominate over individual issues such that a class may be certified on some or all claims for purchases in states outside California; and/or (5) damages or restitution should be awarded or, if so, that any such award should be more than nominal.

Throughout this litigation, Plaintiff, through Plaintiff's Counsel, and Doctor's Best, through Doctor's Best's counsel, have discussed the possibility of settlement. On April 13, 2021, Plaintiff, through Plaintiff's Counsel, Doctor's Best, and Covington & Burling LLP ("Doctor's Best's Counsel") participated in an all-day remote mediation conducted by the Honorable Edward A. Infante (Ret.), a retired federal magistrate judge. This settlement was reached following those efforts.

After taking into account the risks and costs of further litigation, Plaintiff and Plaintiff's Counsel believe that the terms and conditions of the settlement are fair, reasonable, adequate, and equitable, and that the settlement is in the best interest of the Settlement Class Members.

What Is The Settlement?

As part of the settlement, Doctor's Best has agreed that, for a period of three years, it will not represent on any labels, marketing, and advertising materials that any Product offered for sale by Doctor's Best before the Effective Date contains Glucosamine Sulfate; and shall not represent on any

labels, marketing, and advertising materials that any new Product offered for sale by Doctor's Best after the Effective Date contains Glucosamine Sulfate, unless it actually contains Glucosamine Sulfate.

In addition, as part of the settlement, Doctor's Best will provide partial refunds to Settlement Class Members, as described in the next sections.

What Can I Get In The Settlement?

If you file a valid claim and you do not submit proof of purchase, you will receive five dollars (\$5.00) for each package of the Product that you purchased in the United States between July 22, 2016 and February 28, 2022, up to a maximum of twenty-five dollars (\$25.00) per Household. If you file a valid claim and you do submit proof of purchase, you will receive an amount equal to 60% of the purchase price for each package of the Product that you purchased in the United States between July 22, 2016 and February 28, 2022, up to a maximum of twelve (12) Product packages per Household.

If you submit proof of purchase for more than 12 Product packages, you will receive a refund for the first 12 packages that you purchased during the period between July 22, 2016 and February 28, 2022.

If you and another Settlement Class Member residing in your Household file valid claims that collectively exceed the maximum Household payments described above, you and the other resident(s) of your Household will be paid in the order that the Claim Administrator receives your claims, up to the applicable maximum.

"Proof of purchase" means (i) either an itemized sales receipt generated by a retail seller, or a photocopy or digital image file thereof, showing the date and place of purchase, name of the product purchased, and the amount paid, or (ii) any document or method that the Claim Administrator believes in its discretion evidences proof.

"Purchase price" means the price before any applicable taxes, including sales tax, and after any discounts.

How Do I Make A Claim?

To make a claim, you must fill out the claim form available on the Settlement Website, www.DoctorsBestGlucosamineSettlement.com. You can submit the claim form online, or you can print it and mail it to the Claim Administrator at: Casey v. Doctor's Best, PO Box 225391, New York, New York, 10150-5391. Claim Forms must be submitted online or mailed such that they are received by the Claim Administrator (not just postmarked) by June 14, 2022.

What Do Plaintiff And Her Lawyers Get?

To date, Plaintiff's Counsel have not been compensated for any of their work on this case. Plaintiff's Counsel will present evidence to the Court that they have spent more than 400 hours litigating this case. In addition, Plaintiff's Counsel will present evidence that they have paid out-of-pocket expenses (including filing fees, service costs, copying costs, and travel expenses) of approximately \$12,000. None of these expenses has yet been reimbursed. As part of the settlement, Plaintiff's Counsel may apply to the Court for an award from Doctor's Best to pay their attorneys' fees, costs, and expenses. After negotiating the benefits to Class Members and finalizing the

Settlement Agreement, Plaintiff's Counsel and Doctor's Best separately negotiated the amount of the award of attorneys' fees and expenses to be paid to Plaintiff's Counsel. Doctor's Best acknowledges and agrees that Plaintiff's Counsel are entitled to a fee award. In recognition of the terms of the Settlement and the prosecution and settlement of the Action, and subject to Court approval, Doctor's Best has agreed to pay an award of attorneys' fees and expenses to Plaintiff's Counsel not to exceed \$475,000.00 (the "Fee and Expense Amount"). This Fee and Expense Amount includes the fees and expenses incurred by Plaintiff's Counsel in connection with the prosecution and settlement of the Action.

In addition, Plaintiff may apply to the Court for a payment. This payment is designed to compensate Plaintiff for the time, effort, and risks she undertook in pursuing this litigation and for executing a broader release of claims than other Settlement Class Members. Neither any award of fees, costs, and expenses to Class Counsel nor any payment to Plaintiff will affect payments to Settlement Class Members from the settlement.

Plaintiff and Plaintiff's Counsel will file a motion with the Court no later than May 20, 2022, in support of their applications for attorneys' fees, costs and expenses and payment to the Plaintiff. A copy of that motion will be available on the Settlement Website.

The Court will determine the amount of attorneys' fees, costs, and expenses, and payment to Plaintiff to award.

What Claims Are Released By The Settlement?

The settlement releases all claims by Settlement Class Members against Doctor's Best and its affiliates that were or could have been asserted by Plaintiff in this case and that relate to the labeling of the Products as containing Glucosamine Sulfate, any of the other marketing representations identified in the Complaint, or any acts or omissions that could have been raised within the scope of the facts asserted in the Complaint. This release includes claims that may not yet be known or suspected. For further information, please see Section 9.2 of the Agreement.

Can I Exclude Myself From The Settlement?

You can exclude yourself from the Settlement Class if you wish to retain the right to sue Doctor's Best separately for the claims released by the settlement. If you exclude yourself, you cannot file a claim or object to the settlement.

To exclude yourself, you must complete and submit the online form at www.DoctorsBestGlucosamineSettlement.com or mail a request to opt out of the settlement to the Claim Administrator at Casey v. Doctor's Best, PO Box 225391, New York, New York, 10150-5391. If mailed, the exclusion request must contain your name, address, the words "I wish to be excluded from the Glucosamine Sulfate Class Action Settlement," and your signature.

If submitted online, exclusion requests must be made no later than June 10, 2022. If mailed, exclusion requests must be made such that they are received by the Claim Administrator (not just postmarked) by no later than June 10, 2022.

How Do I Object To The Settlement?

You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval to the entire settlement, no settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you must object.

You can also ask the Court to disapprove the requested payments to Plaintiff or to her attorneys. If those payments are disapproved or adjusted, no additional money will be paid to the Settlement Class.

You may also, but are not required to, appear at the Final Approval hearing. You may appear through your own attorney if you so desire, or you may appear in person without an attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. To appear at the Final Approval hearing, you need to file a written objection to the settlement or a written request to the Court for permission to appear.

You can exercise any of the above options regardless of whether or not you file a claim, but not if you exclude yourself from the Settlement Class.

Any objection must include (1) the case name and number *Casey v. Doctor's Best*, Case No. 8:20-cv-01325-JLS (C.D. Cal.); (2) your name, address, and telephone number; (3) documents or testimony sufficient to establish that you are a member of the Settlement Class; (4) a detailed statement of your objection(s), including the grounds for those objection(s); (5) a statement as to whether you are requesting the opportunity to appear and be heard at the final approval hearing; (6) the name(s) and address(es) of all lawyers (if any) who (a) are representing you in making the objection, (b) may be entitled to compensation in connection with your objection, and/or (c) will appear on your behalf at the Final Approval hearing; (7) the name(s) and address(es) of all persons (if any) who will be called to testify in support of your objection; (8) copies of any papers, briefs, or other documents upon which your objection is based if not already in the court file; (9) a detailed list of any other objections you or your counsel have submitted to any class action in any state or federal court in the United States in the previous five years (or an affirmative statement that no such prior objection has been made); and (10) your signature as objector, in addition to the signature of your attorney, if an attorney is representing you with the objection. Failure to include this information and documentation may be grounds for overruling and striking your objection.

All written objections, requests to appear, and supporting papers must clearly identify the case name and number, *Casey v. Doctor's Best*, Case No. 8:20-cv-01325-JLS (C.D. Cal.). These documents must be sent to the Claim Administrator or to Plaintiff's Counsel and Doctor's Best's Counsel at the addresses shown on the settlement website, who will then file all objections, requests to appear, and supporting papers with the Court. Documents must be received, not merely postmarked, no later than June 10, 2022.

When Will The Court Decide If The Settlement Is Approved?

The Court will hold a hearing on July 8, 2022, to consider whether to approve the settlement. The hearing will be held before the Honorable Josephine L. Staton, whose courtroom is located at the United States District Court, Central District of California, 350 W. 1st Street, Los Angeles, CA, 90012, Courtroom 8A, 8th Floor. Judge Staton is currently conducting hearings through video

teleconferencing on Zoom, and information for accessing hearings via Zoom can be found on Judge Staton's webpage at <https://www.cacd.uscourts.gov/honorable-josephine-l-staton>. The hearing is open to the public. However, only persons who have filed a request to appear at the hearing may actually address the Court. This hearing date may change, or the hearing may be set as an in-person hearing rather than a hearing through video teleconferencing, without further notice to you. Consult the Settlement Website at www.DoctorsBestGlucosamineSettlement.com, or the Court docket in this case at <https://pacer.login.uscourts.gov/> (select "California Central District Court" as your court and perform a case number query using case number 8:20-cv-01325-JLS), for updated information on the hearing date and time, and consult Judge Staton's webpage at <https://www.cacd.uscourts.gov/honorable-josephine-l-staton> for updated information on whether Judge Staton is conducting hearings in person or through video teleconferencing.

How Do I Get More Information?

You can inspect many of the court documents connected with this case on the Settlement Website. Other papers filed in this lawsuit are available by accessing the Court docket in this case at <https://pacer.login.uscourts.gov/> (select "California Central District Court" as your court and perform a case number query using case number 8:20-cv-01325-JLS), or by visiting the office of the Clerk of the United States District Court for the Central District of California, 255 East Temple Street, Suite 180, Los Angeles, CA 90012, from 9:00 a.m. to 4:00 p.m., Monday through Friday, excluding Court holidays.

You can also obtain additional information by contacting Plaintiff's Counsel at Wolf Popper LLP, 845 Third Avenue, New York, NY 10022.