

UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF CALIFORNIA

NOTICE OF CLASS ACTION SETTLEMENT

*MICHAEL TESTONE ET AL. v. BARLEAN'S ORGANIC OILS,
LLC, Case No. 3:19-cv-00169-RBM-BGS (S.D. Cal.)*

*The United States District Court has authorized this
notice.*

This is not a solicitation from a lawyer.

***IF YOU PURCHASED BARLEAN'S ORGANIC VIRGIN COCONUT OIL,
ORGANIC CULINARY COCONUT OIL, OR ORGANIC BUTTER FLAVORED
COCONUT OIL, YOU MAY BE ENTITLED TO A CASH PAYMENT***

**THIS NOTICE CONCERNS YOUR LEGAL
RIGHTS PLEASE READ IT CAREFULLY**

WHY ARE YOU RECEIVING THIS NOTICE?

- This Settlement resolves a lawsuit (the “Action”) against Barlean’s Organic Oils, LLC (hereinafter “Barlean’s”), alleging that Barlean’s, which marketed and sold the Barlean’s Organic Virgin Coconut Oil, Organic Culinary/Gourmet Coconut Oil, and Organic Butter Flavored Coconut Oil (collectively, the “Coconut Oil Products” or “Products”) that are the subject of the Action, violated certain California, New York, and federal laws by misleadingly marketing the Products as healthy. Barlean’s contends the claims asserted in the Action have no merit, denies the allegations in the Action, denies that Class Representatives have been damaged in any sum whatsoever, and contends that it has affirmative defenses that could eliminate or reduce liability and monetary recovery in this case. However, to avoid the cost of litigation, and potential risks for both sides, the parties have reached a Class Action Settlement Agreement, which was preliminarily approved by the United States District Court for the Southern District of California on November 10, 2022.
- If, you purchased any of the following products, Barlean’s Organic Virgin Coconut Oil (16-, 32-, or 60-oz.), Barlean’s Organic Culinary Coconut Oil (32-, or 60-oz.), or Barlean’s Organic Butter Flavored Coconut Oil (16- or 32-oz.), between January 24, 2015 and November 10, 2022, for your own personal or household use and bearing at least one of the Challenged Claims (listed on Settlement Website), you may be a member of the settling Class.
- The Court requires this Notice because you have the right to know about the proposed Settlement and about all of your options before the Court decides whether to approve the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, and how to get them.
- All Class Members who do not exclude themselves from the Settlement will receive the relief provided for in the Settlement and will be bound by the orders issued by the Court regarding the Settlement.

WHAT ARE THE TERMS OF THE PROPOSED SETTLEMENT?

- The two sides disagree on what relief, and how much, could have been won, if any, if the Class won at trial. The Settlement avoids costs and risks to you from continuing the lawsuit, provides relief to affected persons like you, and releases Barlean’s and others from liability for the related claims.
- The proposed class action Settlement will provide \$1,612,500 in funds to pay all aspects of Settlement (the “Common Fund”), including Class Member claims, notice, administration, Plaintiffs’ service awards, legal expenses, and attorneys’ fees. Barlean’s will also be prohibited from using any of the Challenged Claims for five years, absent a change in law or modifications that conform to applicable federal and state law.
- Class Members who have their claims validated by the Claims Administrator will be reimbursed for each unit of the Coconut Oil Products purchase as follows:

Estimated <i>Per Unit</i> Reimbursement Without Proof of Purchase			
	Virgin	Culinary/Refined	Butter Flavored
16oz.	\$ 4		\$3
32oz.	\$ 7	\$5	\$3
60oz.	\$ 7	\$5	

Class Members who submit claims with valid proof of purchase, as determined by the Claims Administrator, will receive the allotted amount, subject to pro-rata adjustments, for each unit that they submit valid proof of purchase. Class Members without proof of purchase will be able to submit claims for up to five (5) units (single containers) of the Coconut Oil Products.

If the total amount of funds claimed by Class Members is less than the total amount of the fund that is available to Class Members after costs and expenses, the excess funds will be distributed to Class Members who submitted Valid Claims on a pro-rata basis that is proportional to the value of each Valid Claim, with such distribution occurring concurrently with the distribution of the original refund amount. If on the other hand, the total amount of funds claimed by Class Members is greater than the total amount of the fund that is available for Class Members after costs and expenses, each claim validated by the Claims Administrator will be reduced on a pro-rata basis that is proportional to the value of each claim validated by the Claims Administrator. Barlean’s will not be obligated to add any additional monies to the Common Fund.

If after any pro-rata adjustments in funds to be distributed to Class Members, the total amount of funds claimed and to be distributed is less than the total amount of the fund that is available to Class Members after costs and expenses, the excess funds will be paid to the Tufts University Friedman School of Nutrition, or, if not acceptable to the Court, then to a nonprofit to be agreed to by the parties and approved by the Court. Likewise, excess funds that remain after distribution (i.e., uncashed checks), will be paid to the same nonprofits.

- Class Counsel will petition the Court for a fee award in an amount no greater than 33% of the Common Fund (\$537,500), and actual litigation expenses, and each Class Representative will seek a service award of no more than \$7,500.

BACKGROUND ON THE LAWSUIT & SETTLEMENT

The lawsuit seeks to obtain compensation for alleged violations of California consumer protection statutes including the Unfair Competition Law (UCL), False Advertising Law (FAL), and Consumers Legal Remedies Act (CLRA), and for Breach of Express and Implied Warranties; and for violations of New York's Unfair and Deceptive Business Practices Law, False Advertising Law, and for Breach of Express Warranties.

After the parties engaged in substantial investigation, discovery, and Settlement negotiations, Plaintiffs and Defendant have reached an agreement providing for the Settlement of the lawsuit. The terms of the proposed Settlement are set forth in the Settlement Agreement filed with the Court, which is also available online, at www.BarleansCoconutOilSettlement.com. The proposed Settlement Class covers the time period of January 24, 2015 to November 10, 2022.

Plaintiffs and Class Counsel have evaluated the information made available in the course of the lawsuit and have taken into account the risks and uncertainties of proceeding with this litigation, including the risks and uncertainties of Class certification, prevailing on the merits, proving damages at trial, and prevailing on post-trial motions and appeal. Based upon their consideration of these factors, Plaintiffs and Class Counsel believe it is in the best interests of the Class to settle the lawsuit on the terms described below.

Barlean's denies Plaintiffs' allegations and any wrongdoing, and the Class's right to recover anything. Nevertheless, it has agreed to settle the lawsuit for the purpose of avoiding the time and expense of further litigation.

THE CLASS

The Court has certified a Settlement Class consisting of:

All persons who in the United States, during the Class Period, purchased Coconut Oil Products (defined below), for personal or household use.

Excluded from the Class are: (a) persons or entities who purchased Coconut Oil Products for the purpose of resale or distribution; (b) persons who are directors and Officers of Barlean's or its parent, subsidiary, or affiliate companies; (c) governmental entities; (d) persons who timely and properly exclude themselves from the Class as provided in the Agreement; (e) persons who signed a release of Barlean's for compensation for the claims arising out of the facts or claims asserted in the Action; and (f) any judicial officer hearing this Action, including his or her immediate family members and employees.

DO I HAVE A LAWYER IN THE CASE?

The Court has appointed Fitzgerald Joseph LLP as Class Counsel in this case. The Court has determined that Class Counsel is qualified to represent you and all other Class Members. You will not be charged for these lawyers. The lawyers handling the case are experienced in handling similar cases.

Nevertheless, you have the right to consult or retain an attorney of your choice at your own expense to advise you regarding the Settlement and your rights in connection with the Settlement and Final Approval Hearing described below.

YOUR RIGHTS TO PARTICIPATE IN, EXCLUDE YOURSELF FROM, OR OBJECT TO THE SETTLEMENT

The purpose of this Notice is to inform you of this lawsuit so you can make an informed decision as to whether you should remain in or opt out of this Class Action. Your legal rights are affected, and you have a choice to make now. In response to this Notice, you may (1) submit a Claim Form, (2) ask to be excluded from the lawsuit, (3) object to the proposed Settlement, or (4) do nothing. Those options are summarized in the following table, and then discussed in greater detail below.

Your Legal Rights and Options in This Lawsuit	
Submit a Claim Form	The only way to get a monetary payment. Postmark or submit your Claim Form online by January 19, 2023 .
Ask To Be Excluded	Get out of this lawsuit. Get no benefits from it. Keep rights. If you ask to be excluded, you will not be bound by what the Court does in this case and will keep any right you might have to sue Barlean’s separately about the same legal claims in this lawsuit. If there is a recovery in this case, including under the proposed Settlement, you will not share in that recovery. To opt out of the proposed Settlement, you must submit an opt out form no later than January 19, 2023 .
Object	Tell the Court why you believe the proposed Settlement is unfair, unreasonable, or inadequate. You may file a written objection no later than January 19, 2023 and/or appear at the Final Approval Hearing to tell the Court why you believe the proposed Settlement is unfair, unreasonable, or inadequate.
Do Nothing	Stay in this lawsuit. Await the outcome. Give up certain rights. By doing nothing, you will get no cash payment and give up any right you may have to sue Barlean’s separately about the same legal claims in this lawsuit.

1. Submit a Claim Form

You must submit a Claim Form to get a monetary payment. Claim Forms may be printed or filed online at the Settlement Website, **www.BarleansCoconutOilSettlement.com**. Claim Forms are simple and easy to complete, requiring (a) personal/contact information, (b) a statement of the quantity of products purchased during the Class Period, and (c) your affirmation that the information provided is true and correct. In exchange for receiving a monetary payment, under the Settlement Agreement, you will give up your rights to sue Barlean’s about the same claims in this lawsuit.

Claim Forms must be postmarked or submitted online no later than January 19, 2023.

2. Exclude Yourself from the Settlement and Do Not Receive Compensation

If you do not want to be bound by this Settlement, you must request to be excluded from the Class. If you request to be excluded from the Class, you will retain any individual rights you have against Barlean's and will not have "released" it from any claims. However, you will **not** receive the compensation described above. You may not object to the Settlement under this option. If you wish to be excluded from the Class (also referred to as "opting out"), you must download and print an Opt-Out Form from the Settlement Website (www.BarleansCoconutOilSettlement.com), fill out and sign the form, and mail it to the Claim Administrator, postmarked on or before **January 19, 2023** at the following address:

Barlean's Coconut Oil Settlement
c/o Kroll Settlement Administration
P.O. Box 225391
New York, NY 10150-5391

3. Object to the Settlement

If you want to express an objection to part or all of the Settlement, you may appear at the Final Approval Hearing and/or object to the proposed Settlement. If the Settlement is approved, you will still receive the Settlement compensation and be bound by the Settlement Release. If you wish to object, you must, no later than **January 19, 2023**, file a signed, written objection with the Court, and serve copies on Class Counsel and Barlean's Counsel. The objection must contain:

- (i) a title that clearly identifies the Action ("*Testone et al. v. Barlean's Organic Oils, LLC*, Case No. 3:19-cv-00169-RBM-BGS") and that the document is an objection;
- (ii) information sufficient to identify and contact the objecting Class Member or his or her attorney if represented;
- (iii) information sufficient to establish the person's standing as a Settlement Class Member;
- (iv) a clear and concise statement of the Class Member's objection, as well as any facts and law supporting the objection;
- (v) the objector's signature; and
- (vi) the signature of the objector's counsel, if any.

If you wish to appear at the Final Approval Hearing, you should, no later than **January 19, 2023**, file with the Court and serve on Class Counsel and Barlean's Counsel at the addresses set forth below, a Notice of Intent to Appear, either in person or through an attorney.

More detailed instructions and requirements for objecting are set forth in the Court's Preliminary Approval Order, which is available on the Class Settlement Website at www.barleanscoconutoilsettlement.com.

Class Counsel
Paul Joseph
Fitzgerald Joseph LLP
2341 Jefferson Street, Suite 200
San Diego, CA 92110

Barlean's Counsel
Gabriel Hedrick
Gordon Rees Scully Mansukhani, LLP
101 W. Broadway, Suite 2000
San Diego, CA 92101

4. Do Nothing

If you do nothing, you will get no money from the Settlement. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit or be part of any other lawsuit against Barlean's about the claims in this case.

RELEASE OF CLAIMS

If the Court approves the Settlement and you have not excluded yourself as described above, you will be bound by the Settlement and will be forever barred from suing Barlean's and related entities for the claims released in the Settlement. This applies whether you currently know about the existence of such claims or not.

Here, the claims you will give up are:

any and all claims, demands, rights, suits, liabilities, damages (including statutory damages), losses, injunctive and/or declaratory relief, and causes of action, including costs, expenses, penalties, and attorneys' fees, in law or equity, whether known or unknown, matured or unmatured, fixed or contingent, existing under federal or state law, that you have or may have had arising from the purchase of a Barlean's Coconut Oil product during the Class Period that are based on the identical factual predicate, or depend on the same set of facts alleged in the Action regarding the Coconut Oil Products, which have been, or which could have been asserted in the Action, and in connection with the conduct of the Action, that have been brought, could have been brought, or are currently pending in any forum in the United States.

FINAL APPROVAL HEARING

The Court has scheduled a Final Approval Hearing (also referred to as a "Fairness Hearing") to determine whether the Court should approve the Settlement as fair, reasonable, and adequate to the Class, and whether Judgment should be entered in accordance with the Settlement Agreement. The Court will also consider at the Final Approval Hearing the request of Class Counsel for an award of attorneys' fees and reimbursement of expenses, as well as the request of the Class Representatives for incentive awards for services rendered on behalf of the Class.

The Final Approval Hearing will occur on March 3, 2023 in Courtroom 5B, 333 West Broadway, San Diego, CA 92101.

Your attendance at the Final Approval Hearing is not required. However, you may be heard orally at the hearing in opposition to the proposed Settlement if you wish. You may also enter an appearance through an attorney retained at your own expense. If you do not enter an appearance through an attorney, and do not object, Class Counsel will represent you at the hearing.

WHERE CAN I GET MORE INFORMATION?

The Notice's description of the case and Settlement is general. For more details of the matters involved in this lawsuit and the Settlement, you may review the Settlement Agreement and related pleadings as set forth below.

If you want more detailed information about the lawsuit and proposed Settlement, including reviewing the Settlement documents, you may visit the Settlement Website at www.BarleansCoconutOilSettlement.com, contact the Claims Administrator toll-free at (833)

709-0893, or contact Class Counsel at (619) 215-1741.

If you wish to review the Court's docket in this case, you may do so at www.pacer.gov, the Court's public access website.

DO NOT TELEPHONE OR ADDRESS ANY QUESTIONS ABOUT THE CASE OR SETTLEMENT TO THE CLERK OF THE COURT OR TO THE JUDGE. THEY ARE NOT PERMITTED TO ANSWER YOUR QUESTIONS. THE COURT EXPRESSES NO VIEW AS TO THE MERITS OF ANY CLAIMS OR DEFENSES ASSERTED BY ANY PARTY TO THE ACTION.