

**THIS IS AN IMPORTANT LEGAL NOTICE**

**THE MATTERS DISCUSSED HEREIN MAY AFFECT SUBSTANTIAL LEGAL RIGHTS THAT YOU MAY HAVE**

**READ THIS NOTICE CAREFULLY**

*The Federal Court authorized this Notice. This is not a solicitation from a lawyer.*

**YOU ARE NOT BEING SUED. THIS IS NOT A LAWSUIT AGAINST YOU.**

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**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

Case No. 17-21468-CIV-RNS

LISA MOLLICONE and MILLIE LAND, )  
on behalf of themselves, all others similarly )  
situated, and the general public, )

Plaintiffs, )

vs. )

UNIVERSAL HANDICRAFT, INC., )  
D/B/A "Deep Sea Cosmetics" d/b/a )  
"Adore Organic Innovations;" and )  
SHAY SABAG SEGEV, )

Defendants. )  
/

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**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

**If You Purchased an Adore Organic Innovation Product Marketed as Containing a Plant Stem Cell Formula, then You May Benefit From a Proposed Class Action Settlement**

Adore Organic Innovation Products sold in the United States on or after September 29, 2012 are affected

- Please read this notice carefully. A proposed settlement has been reached in a class action lawsuit pending in the United States District Court for the Southern District of Florida between Lisa Mollicone and Millie Land on the one hand as plaintiffs, and Universal Handicraft, Inc. and Shay Sabag Segev on the other hand as defendants. The class action lawsuit alleges violations of consumer protection and warranty laws, and claims that the defendants misrepresented the anti-aging benefits of certain Adore Organic Innovation products that are marketed as containing a plant stem cell formula. **Defendants deny all of these allegations. The Court did not rule in favor of Plaintiffs or Defendants. Instead, because of the complexity and uncertainty of litigation, the parties negotiated and agreed to a proposed settlement in order to avoid the expense and risks of continuing with the lawsuit.**
- If you purchased, in the United States between September 29, 2012 and April 13, 2018, one or more of the following Adore Organic Innovation products marketed as containing a plant stem cell formula: (i) CELLMAX Redefining Facial Cream; (ii) CELLMAX Elite Facial Serum; (iii) CELLMAX Superior Supplement Facial Thermal Mask; (iv) Essence Facial Detoxifying Cleansing Cream; (v) Essence Facial Toner; (vi) Essence Facial Milk; (vii) Essence Facial Cleanser; (viii) Snow White Facial Brightening Cream; (ix) Dreams Multi Active Night Cream; (x) Performer Sculpting Neck Serum; (xi) Essence Facial Serum; (xii) Essence Facial Hydrating Cream - normal to oily skin; (xiii) Essence Facial Hydrating Cream - normal to dry skin; (xiv) Advanced Firming Eye Cream; (xv) Advanced Firming Eye Serum; (xvi) Skin Tightening Instant Face Lift; (xvii) Golden Touch Magnetic Facial Mask; (xviii) Essence Facial Collagen Mask; (xix) Golden Touch 24k Techno- Dermis Facial Mask; (xx) Nourishing Hand and Body Lotion – Original; (xxi) Nourishing Hand and Body Lotion – Blossom; (xxii) Nature - Intensive Body Butter; (xxiii) Spirit – Calming Body Butter; (xiv) Spirit - Calming Body Peeling Scrub; and, (xv) Nature - Intensive Body Peeling Scrub (collectively the “Class Products”) for personal or household use and not for resale, then you are a Class Member.
- For Class Members who are able to prove their purchase by means of a sales receipt or emailed order confirmation showing their purchase of one or more of the Class Products (the “Receipt”), the Settlement entitles you to claim either a cash payment of up to \$25.00, or an electronic gift card for up to 50% of the price paid for the Class Products as shown on the Receipt, with a maximum gift card value of \$200 per such Settlement Class Member, for use on Universal Handicraft, Inc.’s website, <https://www.adorecosmetics.com/>, and having a one-year expiration date. The total cash fund available for Class Members who submit a Receipt with their Claim Form is capped at \$50,000.00 for the entire class. The total value of gift cards available for Class Members who submit a Receipt with their Claim Form is capped \$225,000.
- For Class Members who are unable to submit a Receipt showing the purchase of a Class Product, the Settlement nevertheless entitles you to claim one \$50.00 electronic gift card per such class member for use on Universal Handicraft, Inc.’s website, <https://www.adorecosmetics.com/>, with a one-year expiration date. The total value of

gift cards available for Class Members who do not submit a Receipt with their Claim Form is capped \$100,000.

**Please read this Notice carefully and in its entirety.**

**Your rights may be affected by the Settlement of this Lawsuit, and you have a choice to make now about how to act.**

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>SUBMIT A CLAIM FORM POSTMARKED BY AUGUST 21, 2018</b>	This is the only way to claim either a cash payment or gift card from the Settlement Fund.
<b>EXCLUDE YOURSELF FROM THE CLASS BY JULY 2, 2018</b>	If you opt out of the settlement, you will not be eligible to receive any of the Settlement Benefits, but you will keep your right to sue on your own regarding any claims that are part of the settlement.
<b>OBJECT OR COMMENT BY JULY 2, 2018</b>	You may write to the Court about why you do, or do not, like the Settlement. You must remain in the class to comment either in support of or in opposition to the settlement.
<b>APPEAR IN THE LAWSUIT BY JULY 24, 2018 AND ATTEND A HEARING ON AUGUST 10, 2018</b>	You may ask to speak in Court about the fairness of the settlement. You may enter your appearance in Court either <i>pro se</i> or through an attorney at your own expense if you so desire.
<b>DO NOTHING</b>	If you do nothing, you will receive no reimbursement, and you will also give up your right to sue Defendants on your own regarding any claims that are part of the settlement.

- These rights and options, **and the deadlines to exercise them**, are further explained in this notice.

- The Court is in charge of this case and still has to decide whether to approve the settlement. The settlement benefits will be made available if the Court approves the settlement and after any appeals are resolved.
- If you have any questions, then please read on and visit [www.PlantStemCellSettlement.com](http://www.PlantStemCellSettlement.com).

## BASIC INFORMATION

### 1. Why did I get this Notice?

If you purchased one or more Adore Organic Innovation products between September 29, 2012, and April 13, 2018, as described on page 1 of this Notice, you have a right to know about a proposed settlement in this class action lawsuit and your options. If you received Notice of the proposed settlement directly by e-mail, you were identified from available records as an online purchaser of the Class Products. You also may have received this Notice because you requested more information after reading the Summary Notice.

The Court ordered that you be given this Notice because you have a right to know about a proposed settlement of this class action lawsuit and your options in relation thereto, before the Court decides whether to give its final approval of the settlement. If the Court approves it, and after objections and appeals are resolved, an administrator approved by the Court will oversee the distribution of the settlement benefits that the settlement provides. You will be informed of the progress of the settlement.

This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. The Court overseeing the case is the United States District Court for the Southern District of Florida, and the case is known as *Mollicone et al. v. Universal Handicraft, Inc., et al.*, Case Number 17-21468-CIV-RNS. The people who sued are called Plaintiffs, and the company and/or individuals they sued, Universal Handicraft, Inc. and Shay Sabag Segev, are called the Defendants.

### 2. What is this Lawsuit About?

This lawsuit alleges violations of consumer protection and warranty laws, and claims that Defendants misrepresented the anti-aging benefits of certain Adore Organic Innovation products marketed, in the United States, as containing a plant stem cell formula.

**Defendants deny that they did anything wrong, and the Court has not made any ruling on the merits of the allegations of the lawsuit.** Defendants, however, in order to settle this lawsuit and avoid the expense of further litigation of the claims alleged by Plaintiffs, have chosen to

provide its customers with a cash payment or gift cards for unrestricted use on the [www.adorecosmetics.com](http://www.adorecosmetics.com) website.

### **3. What Is a Class Action and Who Is Involved?**

In a class action, one or more people, called Class Representatives (in this case Lisa Mollicone and Millie Land) represent the interests of people who have common claims that are more important than the issues that affect only individuals. All of these people are a Class or Class Members. The named plaintiffs who filed the lawsuit are called the Plaintiffs. The company or persons they sued (in this case, Universal Handicraft, Inc. and Shay Sabag Segev) are called the Defendants. One court resolves the issues for everyone in the Class – except for those people who choose to exclude themselves from the Class.

### **4. Why Is There a Proposed Settlement?**

**The Court has not decided in favor of either side in the case. Defendants deny all allegations of wrongdoing or liability against them, and contend that their conduct was lawful.** Defendants are settling to simply to avoid the expense, inconvenience, and inherent risk of litigation, as well as the related disruption of its business operations. Similarly, the Class Representatives and their attorneys assert that the proposed settlement is in the best interests of the Class because it provides an appropriate recovery now while avoiding the risk, expense, and delay of pursuing the case through trial and any appeals. **There would be no guarantee of success for either side if the case were pursued through trial and any appeals.**

#### **WHO IS COVERED BY THE PROPOSED SETTLEMENT**

To see if you are entitled to claim of the settlement benefits offered through this proposed settlement, you first have to determine if you are a Class Member.

### **5. How Do I Know If I Am Part of the Proposed Settlement?**

You are a Class Member if you purchased, in the United States between September 29, 2012, and April 13, 2018, one or more of the following Adore Organic Innovation products marketed as containing a plant stem cell formula: (i) CELLMAX Redefining Facial Cream; (ii) CELLMAX Elite Facial Serum; (iii) CELLMAX Superior Supplement Facial Thermal Mask; (iv) Essence Facial Detoxifying Cleansing Cream; (v) Essence Facial Toner; (vi) Essence Facial Milk; (vii) Essence Facial Cleanser; (viii) Snow White Facial Brightening Cream; (ix) Dreams Multi Active Night Cream; (x) Performer Sculpting Neck Serum; (xi) Essence Facial Serum; (xii) Essence Facial Hydrating Cream - normal to oily skin; (xiii) Essence Facial Hydrating Cream - normal to dry skin; (xiv) Advanced Firming Eye Cream; (xv) Advanced Firming Eye Serum; (xvi) Skin Tightening Instant Face Lift; (xvii) Golden Touch Magnetic Facial Mask; (xviii) Essence Facial Collagen Mask; (xix) Golden Touch 24k Techno- Dermis Facial Mask; (xx) Nourishing Hand and Body Lotion – Original; (xxi) Nourishing Hand and Body Lotion – Blossom; (xxii) Nature - Intensive Body Butter; (xxiii) Spirit – Calming Body Butter; (xiv) Spirit - Calming Body Peeling Scrub; and, (xv) Nature - Intensive Body Peeling Scrub.

Excluded from this definition of a Class Member are the following: (1) all judges and magistrates who have presided or are presiding over this action (or the judge or Magistrate presiding over the action through which this matter is presented for settlement); (2) the defendants, defendants' subsidiaries, parent companies, successors, predecessors, and any entity in which the defendants or their parents have a controlling interest and their current or former officers, directors, and employees; (3) retailers of the Adore Products; (4) persons who properly execute and file a timely Request for Exclusion from the class; and (5) legal representatives, successors or assigns of any such excluded person.

If you are still not sure whether you are included in the Settlement Class, you can go to [www.PlantStemCellSettlement.com](http://www.PlantStemCellSettlement.com), or you can call 1-877-752-6801, and ask for free help.

## **THE PROPOSED SETTLEMENT BENEFITS**

### **6. What Does the Proposed Settlement Provide?**

For Class Members who submit a legible copy of a sales receipt or emailed order confirmation that shows that he or she purchased one or more Class Product(s) during the period from September 29, 2012 to April 13, 2018 (the "Receipt"), along with their Claim Form, Defendants will provide either: (i) \$25.00 cash per such Settlement Class Member; or (ii) an electronic gift card for 50% of the price paid for the Class Products reflected on the Receipt, up to a maximum gift card value of \$200 per any such Settlement Class Member, for use on the website: <https://www.adorecosmetics.com/>, and having a one-year expiration date. It should be noted that option (i) shall have a total cap of \$50,000.00 in cash available for the entire class. Accordingly, when a total of \$50,000 in cash has been claimed by Authorized Claimants, this cash option shall be deemed exhausted and no longer be available, and the remaining Authorized Claimants who submitted the required Receipt shall receive a Settlement Payment pursuant to option (ii). It should also be noted that, with respect to option (ii), the combined total value of all gift cards issued to Authorized Claimants who submitted a Receipt shall not exceed \$225,000 in gift cards. Eligible members of the Settlement Class who submit the required Receipt with their Claim Form may choose only one of the aforementioned options.

For class members who do not submit a Receipt with their Claim Form, Defendants will provide one \$50 electronic gift card per such class member for use on the website: <https://www.adorecosmetics.com/>, and having a one-year expiration date. The combined total value of all gift cards issued to Authorized Claimants who filed a Claim without a Receipt shall not exceed \$100,000 in gift cards.

If the value of claims received from all Authorized Claimants exceeds the maximum Settlement Fund, then the Settlement payments to each Authorized Claimant will be reduced *pro rata* so that each Authorized Claimant receives a portion of the offered relief.

Defendants have also agreed that within eight months of the Court's final approval of the Settlement Agreement, the advertising and promotion of the Class Products will be revised as follows:

- (i) The word "proven" will be removed from the labelling of the Class Products and the description or promotion of the Class Products upon the <https://www.adorecosmetics.com/> website;
- (ii) The word "breakthrough" will be removed from the labelling of the Class Products and the description or promotion of the Class Products upon the <https://www.adorecosmetics.com/> website;
- (iii) The phrase: "most advanced anti-aging science available today" will be removed from the labelling of the Class Products and the description or promotion of the Class Products upon the <https://www.adorecosmetics.com/> website; and
- (iv) Defendants shall not state that the plant stem cell formula in the Class Products contains "live" plant stem cells.

All such changes in the advertising and promotion of the Class Products shall be prospective and shall not require the destruction or recall of any labels or products that were manufactured and entered the stream of commerce prior to the Court's final approval of the Settlement Agreement (*i.e.*, "Existing Inventory"). For clarity, Defendants are not restricted from selling off Existing Inventory. Defendants shall also have no obligation with respect to any third-party or archival copies of advertising and promotion of the Class Products.

Subject to Court approval, an incentive award not to exceed \$5,000.00 shall be paid to Plaintiff Lisa Mollicone and an incentive award not to exceed \$3,000.00 shall be paid to Plaintiff Millie Land.

## **HOW YOU GET A PAYMENT- SUBMITTING A CLAIM FORM**

### **7. How Can I Obtain a Portion of This Settlement?**

Class Members who wish to receive a portion of this Settlement must fully complete and submit a Claim Form, along with any supporting documentation, by the specified deadline.

You can obtain a Claim Form on the Internet at <http://www.PlantStemCellSettlement.com>.

Read the instructions carefully, fully complete the form, and submit it online at <http://www.PlantStemCellSettlement.com> on or before August 21, 2018.

Alternatively, you may submit your Claim Form by mailing it to the following address:

Adore Class Action Settlement,  
c/o Classaura Class Action Administration,  
1718 Peachtree St #1080, Atlanta GA 30309.

It must be postmarked no later than August 21, 2018.

Settlement Class Members who have complied with the instructions, requirements and deadline for submitting a claim, and whose claims have been reviewed and validated by the Claims Administrator, will be paid from the Settlement Fund in accordance with the following schedule:

- i. Within thirty-one (31) calendar days after the entry of a Final Approval Order and Judgment and the exhaustion of any appeals, the Settlement Administrator will process direct credit or payment via any of the following options including either PayPal, electronic Automated Clearing House (“ACH”) transactions.
- ii. If Settlement Class Members affirmatively opt for physical check payments, checks will be sent out 120 calendar days after entry of a Final Approval Order.

**TO BE VALID, ALL CLAIMS MUST BE POSTMARKED OR SUBMITTED ONLINE  
BY NO LATER THAN August 21, 2018.**

#### **8. What Do I Do If I Didn't Get a Claim Form in the Mail or By Email?**

If you did not receive a Claim Form in the mail or by email, then you can obtain the Claim Form in one of three ways:

- i. Online: You can download the Claim Form at [www.PlantStemCellSettlement.com](http://www.PlantStemCellSettlement.com) You can also submit a Claim Form online through the same website.
- ii. By Phone: Call toll-free, 1-877-752-6801 to arrange for a Claim Form to be sent to you by either U.S. mail or e-mail.
- iii. By U.S. Mail: You may write to Adore Class Action Settlement, c/o Classaura Class Action Administration, 1718 Peachtree St #1080, Atlanta GA 30309. Be sure to include your name and mailing address.

#### **YOUR RIGHTS AND CHOICES - EXCLUDING YOURSELF FROM THE PROPOSED SETTLEMENT**

If you do not want to receive any of the settlement benefits from this settlement, but you want to keep the right to sue the Defendants, on your own, about the subject matter of this lawsuit, then you must take affirmative steps to get out of the settlement. This is called excluding yourself – or is sometimes referred to as “opting out” of the Class.

## **9. How Do I Exclude Myself From the Settlement?**

To exclude yourself from the settlement, which is sometimes called “opting-out” of the Class, you must send a letter by mail or submit a form through the Settlement Website saying that you want to be excluded from this lawsuit. To exclude yourself from the Class, you must either: (i) send a written request for exclusion that is received no later than July 2, 2018, to: Adore Class Action Settlement, c/o Classaura Class Action Administration, 1718 Peachtree St #1080, Atlanta GA 30309, or (ii) submit a request for exclusion online through the Settlement Website no later than July 2, 2018.

Your request for exclusion must contain: (1) the name of this lawsuit, “*Mollicone et al. v. Universal Handicraft, Inc., et al.*,” Case Number 17-21468-CIV-RNS; (2) your full name and current address; (3) a clear statement of intention to exclude yourself such as “I wish to be excluded from the Class”; and (4) your signature. You may also get an Exclusion Request Form at <http://www.PlantStemCellSettlement.com>.

You cannot exclude yourself by telephone or by e-mail. If you ask to be excluded, you will not get any settlement benefits, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Defendants in the future.

## **10. If I Don’t Exclude Myself, Can I Sue Defendants for the Same Things Later?**

No. If you do not properly and timely submit a request for exclusion, you waive your right to opt out and will be deemed to be a member of the Class. Unless you timely exclude yourself, you give up the right to sue Defendants for the claims that this settlement resolves, and you will be bound by the terms of this settlement. If you have a pending lawsuit against Defendants, other than this class action, speak to your lawyer in that lawsuit immediately. You must exclude yourself from *this* Class to continue your own lawsuit. Remember, any exclusion request must be signed, mailed, and postmarked or submitted online by no later than July 2, 2018.

## **11. If I Exclude Myself, Can I Get the Settlement Benefits from this Settlement?**

No. If you exclude yourself, do not send in a claim form to ask for any of the offered settlement benefits.

## **YOUR RIGHTS AND CHOICES - OBJECTING TO THE PROPOSED SETTLEMENT**

You can tell the Court that you object to the settlement or any particular part of it.

## 12. How Do I Tell the Court That I Object to the Proposed Settlement?

If you are a Class Member, you may object to the settlement if you do not like any particular part of it. In doing so, you must give reasons why you think the Court should not approve it, and the Court will consider your views.

To object, you must send a letter that contains the following:

- (i) a reference, in its first sentence, to this Litigation, *Lisa Mollicone et al. v. Universal Handicraft, Inc., et al.*, Case No. 1:17-cv-21468-RNS;
- (ii) Your full, legal name, residential address, telephone number and email address (and your lawyer's name, business address, telephone number and email address if objecting through counsel);
- (iii) a statement describing your membership in the Settlement Class, including a verification under oath as to the date, name of the Class Products purchased, and the location and name of the retailer from whom you made the purchase of Adore Products and/or a Receipt reflecting such purchase and any other information required by the Claim Form;
- (iv) a written statement of all grounds for the objection, accompanied by any legal support for such objection;
- (v) copies of any papers, briefs, or other documents upon which the objection is based;
- (vi) a list of all persons who will be called to testify in support of the objection;
- (vii) a statement of whether the you intend to appear at the Settlement Hearing (Note, if the objector intends to appear at the Settlement Hearing through counsel, the objection must also state the identity of all attorneys representing the objector who will appear at the Settlement Hearing);
- (viii) a list of the exhibits that the you may offer during the Settlement Hearing, along with copies of such exhibits; and
- (ix) your signature.

In addition, you must include the following with your objection: (i) the identity of all counsel who represent you, if any, including former or current counsel who may be entitled to compensation for any reason related to the objection; (ii) a detailed list of any other objections submitted by you, or your counsel on your behalf, to any class actions in any court, whether state or federal, in the United States within the previous five (5) years.

**If you choose to object through a lawyer, you must pay for the lawyer yourself.**

Your objection must be signed, and mailed to the Court, along with any supporting documents, so that it is received no later than July 2, 2018 by the Court at:

Clerk of Court  
U.S. District Court  
Southern District of Florida  
400 North Miami Avenue  
Miami, Florida 33128

A copy of your objection ***must*** also be signed, mailed, along with any supporting documents to each of the following two addresses, so ***that is received by them no later than*** July 2, 2018:

Counsel for Plaintiffs and the Class

Ronald A. Marron  
**LAW OFFICES OF RONALD A.  
MARRON**  
651 Arroyo Drive  
San Diego, CA 92103  
Telephone: (619) 696-9006  
Email: ron@consumersadvocates.com

Counsel for Defendants

Susan J. Latham and Jeffrey D. Feldman  
**COZEN O'CONNOR**  
Southeast Financial Center, 30th Floor  
200 South Biscayne Boulevard  
Miami, Florida 33131  
Telephone: 305-358-5001  
Facsimile: 305-358-3309  
Email: slatham@cozen.com;  
jfeldman@cozen.com

**13. What's the Difference Between Objecting and Excluding?**

Objecting is explaining to the Court you do not like something about the settlement. You can object only if you stay in the Class.

Excluding yourself from the settlement is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

**YOUR RIGHTS AND CHOICES - APPEARING IN THE LAWSUIT**

**14. Can I Appear or Speak in this Lawsuit and Proposed Settlement?**

As long as you do not exclude yourself, you can (*but do not have to*) participate and speak for yourself in this lawsuit and Proposed Settlement. This is called making an appearance. You can also have your own lawyer appear in court and speak for you, but you must pay for the lawyer yourself.

## 15. How Can I Appear in this Lawsuit?

If you want yourself or your own lawyer (*instead of Class Counsel*) to participate or speak for you in this lawsuit, you must give the Court a paper that is titled a “Notice of Appearance.” The Notice of Appearance must contain the title of the lawsuit, a statement that you wish to appear at the Fairness Hearing, and the signature of you or your lawyer.

Your Notice of Appearance can also state that you or your lawyer would like to speak at the Court’s Fairness Hearing on the Proposed Settlement. If you submit an objection (*see question 12 above*) and would like to speak about the objection at the Court’s Fairness Hearing, both your Notice of Appearance and your objection should include that information.

Your Notice of Appearance must be signed, mailed and postmarked by July 24, 2018, to the Court at:

Clerk of Court  
U.S. District Court  
Southern District of Florida  
400 North Miami Avenue  
Miami, Florida 33128

Copies of your Notice of Appearance **must also be mailed to** the same two addresses appearing on page 11 of this Notice, in question 12.

## IF YOU DO NOTHING

## 16. What Happens If I Do Nothing At All?

If you do nothing, you will get no settlement benefits from this settlement. But, unless you timely excluded yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants about the subject matter of this lawsuit, ever again.

## THE LAWYERS REPRESENTING YOU

## 17. Do I Have a Lawyer in this Case?

The Court has appointed Ronald A. Marron, APLC and Cullin O’Brien Law, P.A. as legal counsel for the Class. Together, the law firms are called Class Counsel. You will not be charged for these lawyers.

## 18. How Will The Lawyers Be Paid?

From the inception of the litigation in 2016 to the present, Class Counsel has not received any payment for their services in prosecuting the case or obtaining settlement, nor have they been

reimbursed for any out-of-pocket expenses they have incurred. When they ask the Court to approve the settlement, Class Counsel will also make a motion to the Court to approve and award attorneys' fees and a reimbursement of expenses to Class Counsel, in a total amount of up to \$300,000.00. No matter what the Court decides with regard to the requested attorneys' fees, Class members will never have to pay anything toward the fees or expenses of Class Counsel. Class Counsel will seek final approval of the settlement on behalf of all Class Members. You may hire your own lawyer to represent you in this case if you wish, but it will be at your own expense. Class Counsel may also request that an amount be paid to each of the Class Representatives who helped the lawyers on behalf of the whole Class (known as an "incentive award").

### **THE COURT'S FAIRNESS HEARING**

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you do not have to attend or speak.

#### **19. When and Where Will the Court Decide Whether to Approve the Settlement?**

The United States District Court for the Southern District of Florida (the "Court") will hold a hearing (the "Fairness Hearing") at the Federal Courthouse located at the U.S. District Court for the Southern District of Florida, 400 North Miami Avenue Miami, Florida 33128 on August 10, 2018 at 8:30am to decide whether the settlement is fair, reasonable, and adequate, as well as to determine the amount of attorneys' fees and costs and incentive fee awards. If there are objections, the Court will consider them at that Fairness Hearing. The Court may also discuss Class Counsel's request for an award of attorneys' fees and reimbursement of costs. After the Fairness Hearing, the Court will decide whether to approve the settlement and whether to grant Class Counsel's request for attorneys' fees and expenses. We do not know how long it will take the Court to make these decisions.

#### **20. Do I Have to Come to the Hearing?**

No. Class Counsel is working on your behalf and will answer any questions the Court may have, but you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

### **FINAL SETTLEMENT APPROVAL**

#### **21. What Is The Effect of Final Settlement Approval?**

If the Court grants final approval of the settlement, all members of the Class will release and forever discharge any and all claims or causes of action that have been, might have been, are now, or could have been brought relating to the transactions, actions, conduct and events that are the subject of this action or settlement, arising from or related to the allegations in the complaint

filed in this lawsuit or to Defendants' marketing, advertising, promoting or distributing of the Class Products.

If the Court does not approve the settlement, the case will proceed as if no settlement had been attempted.

If the settlement is not approved and litigation resumes, there can be no assurance that the Class will recover more than is provided for under the settlement, or anything at all. In other words, there is no guarantee of success if litigation proceeds.

## **GETTING MORE INFORMATION**

### **22. Are There More Details About the Settlement?**

This Notice is only intended to provide a summary of the proposed settlement. You may obtain the complete text of the settlement: at [www.PlantStemCellSettlement.com](http://www.PlantStemCellSettlement.com); by writing to the Claims Administrator (at the address listed above); or, from the court file, which is available for your inspection during regular business hours at the Office of the Clerk of the United States District Court for the Southern District of Florida, U.S. District Court for the Southern District of Florida, 400 North Miami Avenue Miami, Florida 33128, under the Civil Action Number 1:17-cv-21468-RNS.

By visiting the website located at [www.PlantStemCellSettlement.com](http://www.PlantStemCellSettlement.com), you will find the Plaintiff's Complaint, the Defendants' Answer and Affirmative Defenses, a Claim Form, and an Exclusion Request Form.

You may also contact the Settlement Administrator by email at [Contact@PlantStemCellSettlement.com](mailto:Contact@PlantStemCellSettlement.com), or by writing to Plant Stem Cell Settlement, c/o Classaura Class Action Administration, 1718 Peachtree St #1080, Atlanta GA 30309.

**PLEASE DO NOT CALL OR DIRECT ANY INQUIRIES TO THE COURT.**

**This Notice is given with the approval and at the direction of the court.**