

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA

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

**Have you attended a U.S. Herbalife event?
You could receive part of a \$12.5 Million Class Action Settlement.**

- Please read this Notice and the Settlement Agreement available at www.HerbalifeClassActionSettlement.com carefully. Your legal rights may be affected whether you act or do not act. This Notice is a summary. To obtain more specific details concerning the Settlement, please read the Settlement Agreement.
- A Settlement has been reached with Herbalife International of America, Inc. (“Herbalife”) regarding U.S.-based events (“U.S. Herbalife Events”).
- Those included in the Settlement may be eligible to receive a payment. Herbalife has also agreed to change certain practices regarding U.S. Herbalife Events for a period of three years.
- Visit www.HerbalifeClassActionSettlement.com to make a claim. You can also opt out of, comment on, or object to the Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS		DEADLINE
SUBMIT A CLAIM FORM FOR PAYMENT	You must submit a valid claim in order to receive compensation under the Settlement.	August 4, 2023
EXCLUDE YOURSELF	You can exclude yourself from the Settlement by submitting a Request for Exclusion, <i>i.e.</i> , by mailing or emailing a letter to the Claims Administrator saying you want to opt out. This is the only option that allows you to keep your legal right to sue Herbalife for claims related to this case. If you exclude yourself, you will <u>not</u> be eligible to receive compensation from the Settlement.	August 4, 2023
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	You can write the Court about why you like or do not like the Settlement or object to Court approval. You can also ask to speak to the Court at the Final Approval Hearing on October 16, 2023, about the fairness of the Settlement, with or without your own attorney.	August 4, 2023
DO NOTHING	If you take no action, you get no payment and you give up your legal right to continue to sue Herbalife for claims related to this case.	No Deadline

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.HerbalifeClassActionSettlement.com or call 866-217-4455.

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BASIC INFORMATION

1. Why is there a Notice?

A Court authorized this Notice because you have a right to know how the proposed Settlement may affect your rights. This Notice explains the nature of the litigation, the general terms of the proposed Settlement, and what they may mean to you. This Notice also explains the ways you may participate in, or exclude yourself from, the Settlement.

The Court in charge of this case is the United States District Court for the Central District of California. Judge John A. Kronstadt presides over the case. The case is *Lavigne, et al. v. Herbalife*, No. 2:18-cv-07480-JAK (MRWx). The people who sued are called “Plaintiffs.” The entity that was sued, Herbalife International of America, Inc., is the “Defendant.”

2. What is this lawsuit about?

A class action lawsuit was brought on behalf of Herbalife distributors who purchased tickets for two or more U.S.-based Herbalife Events (including Extravaganza, Leadership Development Weekend (LDW), Future President’s Team Retreat, Kickoff, Spectacular(s), January Kickoff (JKO), January Spectacular, Herbalife Honors, African American Recruiting Tour, Herbalife Summit, Building Your Business Workshop, Future Millionaire Team Event (FMTE), RSM LA Experience, Galaxy Rally, Success Training Seminar (STS), Herbalife Opportunity Meeting (HOM), Scale to Success, and any Latin market equivalent of these events, including, but not limited to, FSL, Fin de Semana de Liderazgo, Mega Escuela, Latin Recruit Tours, Latin Market Extravaganza, Latin Market LDW, and Latin Market Future President’s Team Retreat). The lawsuit claims that Herbalife allegedly misled distributors by misrepresenting the value of attending these U.S. Herbalife Events. Herbalife denies any wrongdoing. The Court has not decided who is right.

3. Who is the Defendant in the lawsuit?

The only Defendant in this lawsuit is Herbalife International of America, Inc.

4. Why is this a class action?

In a class action, one or more people file a lawsuit to assert legal claims on behalf of themselves and other persons who have experienced the same or similar circumstances. Here, three persons who purchased two or more tickets to U.S. Herbalife Events are named as Plaintiffs in a class action complaint against Herbalife. They serve as Settlement Class Representatives to represent their personal interests and the interests of all the Settlement Class Members.

Even if you have not filed your own lawsuit against Herbalife regarding the allegations described herein, you can obtain the benefits provided by the Settlement because the litigation is proceeding as a class action.

5. Why is there a Settlement?

Generally, a settlement avoids the costs and uncertainty of trial and related appeals, while providing benefits to Settlement Class Members when the Settlement becomes final. Here, the Court has not decided in favor of Plaintiffs or Herbalife. The Settlement Class Representatives and Class Counsel think the Settlement is in the best interests of everyone affected.

SETTLEMENT CLASS MEMBERSHIP

6. How do I know if I can participate in the Settlement?

You are a Settlement Class Member if you were a U.S. Herbalife distributor who purchased tickets to **two or more** U.S.-based Herbalife Events on or after January 1, 2009. Specifically excluded from the Settlement Class are past and present members of Herbalife's President's Team or above (including past and present members of Herbalife's Chairman's Club and Founder's Circle) to the extent those individuals were members of Herbalife's President's Team or above throughout the Class Period, including their spouses, heirs, predecessors, successors, representatives, alter egos, or assigns; and any U.S. Herbalife distributors who have previously executed a release of the claims that are the subject matter of this litigation.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

Herbalife will pay \$12,500,000 into a Settlement Fund. After deductions for attorneys' fees, litigation costs, and other administrative expenses ("Net Settlement Fund"), the Net Settlement Fund will be distributed to Settlement Class Members who submit valid claims.

Herbalife has also agreed to make certain changes to its corporate policies and procedures regarding U.S. Herbalife Events for no less than three years from the date the Court grants final approval of this Settlement. Those corporate reforms are listed below:

- 1) Herbalife shall amend its U.S. Rules of Conduct and Distributor Policies to indicate that event attendance is not mandatory and does not guarantee financial success.

- 2) Herbalife shall amend its U.S. Rules of Conduct and Distributor Policies to indicate that representations made by distributors that event attendance is mandatory or that it guarantees financial success are prohibited.
- 3) For any flyer promoting U.S.-based Herbalife Events with respect to which Herbalife directly sells tickets (“U.S. Herbalife Corporate Events”), and for the portion of Herbalife’s website promoting U.S. STS events, Herbalife shall include a disclaimer that event attendance is not mandatory and does not guarantee financial success.
- 4) Herbalife shall amend its U.S. Rules of Conduct and Distributor Policies to provide that ticket purchases for U.S. Herbalife Corporate Events shall be refundable via the Company’s existing buyback procedure pursuant to its Gold Standard Guarantee. Additionally, Herbalife shall also allow distributors to cancel their U.S. Herbalife Corporate Event ticket purchases within 24 hours of purchase.
- 5) Herbalife distributors shall be precluded from purchasing more than two tickets per Distributorship for any given U.S. Herbalife Corporate Event.

8. How much money can I get from the Settlement?

You must file a timely, valid claim in order to receive monetary compensation from the Settlement. Following the claims deadline set by the Court, the Claims Administrator shall calculate the Net Settlement Fund amount. The Claims Administrator shall then divide the Net Settlement Fund amount by the total number of U.S. Herbalife Event tickets purchased by Authorized Claimants (the “Per Event Award”).

Each Settlement Class Member who submits a timely and valid Claim Form to the Claims Administrator or is otherwise authorized to receive benefits under the Settlement Agreement (“Authorized Claimant”) shall be entitled to receive a Per Event Award for each U.S. Herbalife Event for which that Authorized Claimant purchased a ticket. Payments made to an Authorized Claimant may exceed the total amount that the Authorized Claimant spent on tickets to attend U.S. Herbalife Events during the Class Period, up to a total payment ceiling of 150 percent of the total amount spent on tickets by an Authorized Claimant.

The total amount of payments allocated to Authorized Claimants may not exceed the amount of the Net Settlement Fund. In the event that the total amount of payments allocated to Authorized Claimants exceeds the amount of the Net Settlement Fund, the Per Event Award shall be reduced according to the below graduated scale. Under the below scale, a given Authorized Claimant’s Herbalife Per Event Award shall be reduced in accordance with the number of U.S. Herbalife Events for which the Authorized Claimant purchased tickets:

- (a) 2 to 5 U.S. Herbalife Events: Per Event Award.
- (b) 6 to 10 U.S. Herbalife Events: 75 percent of Per Event Award for the tickets purchased for this subset of events.

- (c) 11 to 15 U.S. Herbalife Events: 50 percent of Per Event Award for the tickets purchased for this subset of events.
- (d) 16-plus U.S. Herbalife Events: 25 percent of Per Event Award for the tickets purchased for this subset of events.

In the event that the total amount of payments allocated to Authorized Claimants exceeds the amount of the Net Settlement Fund under the above graduated scale, then payments shall be made to Authorized Claimants on a *pro rata* basis.

Because the amount of each payment depends on the number of approved claims, nobody can know in advance how much their ultimate payment will be. However, any Settlement Class Member's payment will not exceed 150% of the total amount that the Settlement Class Member spent on tickets to attend U.S. Herbalife Events during the period of January 1, 2009, through April 6, 2023 (the "Class Period").

HOW TO GET A PAYMENT—MAKING A CLAIM

9. How can I get a payment?

To receive money from the Settlement, you must complete a Claim Form. Claim Forms are available to you online at www.HerbalifeClassActionSettlement.com. If you received a notice by mail or email that contains a Notice ID Number, information about the amount of money you spent purchasing tickets to U.S. Herbalife Events since January 1, 2009, and for which Herbalife has records, can be accessed. If you believe that you spent more money than the Claim Form states you did, and wish to claim an additional amount, you will be asked to provide the following information as to each additional U.S. Herbalife Event: (a) the name of the event; (b) the date of the event; (c) the location of the event; and (d) the cost of the ticket to attend the event. You are not required to provide documentation with the Claim Form, but the Claims Administrator reserves the right to request additional information or documentation supporting your claim.

You can also fill out a Claim Form online at www.HerbalifeClassActionSettlement.com.

If you prefer a paper Claim Form, you can ask for one by contacting the Claims Administrator by telephone at 866-217-4455 or by email at info@HerbalifeClassActionSettlement.com, or by U.S. Mail at Herbalife Class Action Settlement, P.O. Box 173076, Milwaukee, WI 53217.

10. What is the deadline for submitting a Claim Form?

To be eligible for payment, Claim Forms must be submitted electronically or postmarked no later than August 4, 2023.

11. When and how will I get my payment?

The Court is scheduled to hold a hearing on October 16, 2023, to decide whether to approve the Settlement. The hearing may be held online or be moved to a different date or time without additional notice, so it is a good idea to check www.HerbalifeClassActionSettlement.com for additional information. If the Court approves the Settlement, there may be an appeal of that decision. It is hard to estimate how long it might take for any appeals to be resolved.

You will be notified of any Settlement payments to you via email and/or mobile phone text. Please ensure you provide a current, valid email address and mobile phone number on the Claim Form. By submitting a Claim Form, you agree and consent to be communicated with electronically via email and/or mobile phone text (message and data rates may apply). When you receive the email and/or mobile phone text notifying you of your payment, you will be provided with a number of digital payment options such as PayPal or a virtual debit card. For many, this is the easiest and quickest option to receive money.

If you do not wish to receive payment digitally, you will also have the opportunity to request that a check be mailed to you by the Claims Administrator.

Updates regarding the Settlement and when payments will be made will be posted on the Settlement Website, www.HerbalifeClassActionSettlement.com.

12. What happens if my contact information changes after I submit a claim?

If, after you submit a Claim Form, you change your mailing address, email address, or mobile phone number, it is your responsibility to inform the Claims Administrator of your updated information. You can notify the Claims Administrator of any changes to your mailing address, email address, or mobile phone number by contacting:

Herbalife Class Action Settlement
P.O. Box 173076
Milwaukee, WI 53217
info@HerbalifeClassActionSettlement.com

13. What happens if some of the money from the Settlement is not claimed?

Herbalife is not entitled to retain any part of the Settlement Fund that is not paid out or distributed as part of the administration of the Settlement for any reason. To the extent, if any, that an unpaid or undistributed part of the Settlement Amount is held by the Claims Administrator at the completion of the administration of the Settlement, such remaining funds will be directed to a court-approved “next best” recipient.

LEGAL RIGHTS RESOLVED THROUGH THE SETTLEMENT

14. What am I giving up if I stay in the Settlement Class?

If you are a Settlement Class Member and you make a claim, or if you do nothing, you will be releasing all of your claims, known or unknown, that are based upon, arise out of, or relate to U.S. Herbalife Events, whether organized by Herbalife or independent distributors, and will be bound by the Court's decisions and judgments concerning the Settlement. The Released Parties are Herbalife Nutrition Ltd., Herbalife International, Inc., and Herbalife International of America, Inc., and each of their present and former, direct and indirect, subsidiaries, parents, affiliates, unincorporated entities, divisions, groups, officers, directors, shareholders, partners, partnerships, joint ventures, employees, agents, servants, assignees, successors, insurers, indemnitees, attorneys, transferees, and/or representatives, as well as any non-Settlement Class Members who spoke at, presented at, planned, or promoted any U.S. Herbalife Event or sold tickets to any U.S. Herbalife Event during the Class Period.

This Notice provides only a summary of the claims being released. The specific details of the claims being released by Settlement Class Members who do not exclude themselves from the Settlement are set forth in the Settlement Agreement, which may be viewed at www.HerbalifeClassActionSettlement.com.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in the case?

Yes. The Court appointed the law firms of Mark Migdal & Hayden and Mortgage Recovery Law Group, LLP to represent you and the other Settlement Class Members. These attorneys are called Class Counsel. You will not be charged for their services.

MARK MIGDAL & HAYDEN

ETAN MARK
80 SW 8th Street
Suite 1999
Miami, Florida 33130
Telephone: (305) 374-0440

MORTGAGE RECOVERY LAW GROUP, LLP

Paul Levin
550 North Brand Boulevard,
Suite 1100
Glendale, California 91203
Telephone: (818) 630-7900

16. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer's services. For example, you can ask your own lawyer to appear in Court for you if you want someone other than Class Counsel to speak for you. You may also appear for yourself without a lawyer.

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.HerbalifeClassActionSettlement.com or call 866-217-4455.

17. How will the lawyers be paid?

You do not have to pay Class Counsel. Class Counsel have not been paid for their services since this case began. They will seek an award of attorneys' fees out of the Settlement Fund, as well as reimbursement for litigation costs they advanced in pursuing the claims. The fees will compensate Class Counsel for investigating the facts, litigating the case, and negotiating and administering the Settlement. Class Counsel's attorneys' fee request will not exceed thirty-three and a third percent (33 1/3 %) of the Settlement Amount of \$12,500,000, or \$4,166,667. Additionally, Class Counsel will seek reimbursement of their out-of-pocket litigation expenses as part of their application for attorney's fees, which will be posted on www.HerbalifeClassActionSettlement.com at least 14 days before the objection deadline.

Class Counsel will also ask the Court to approve service award payments not to exceed thirty thousand dollars (\$30,000) to each of the individual Class Representatives, who are Patricia Rodgers, Jennifer Ribalta, and Izaar Valdez.

The costs of providing this Notice and administering the Settlement are being paid from the Settlement Fund.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want monetary compensation from the Settlement, and you want to keep your right, if any, to sue Herbalife on your own about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting out” of—the Settlement Class.

18. How do I exclude myself from the Settlement?

If you want to keep the right to sue or continue to sue Herbalife based on claims the Settlement resolves, you must take steps to exclude yourself from the Settlement Class. This is sometimes called “opting out.” If you exclude yourself, however, you will not be eligible to receive a monetary payment from the Settlement.

You may opt out of the Settlement by mailing a letter to or emailing the Claims Administrator with the following information:

- Your full name and mailing address, telephone number, and/or email address; and
- The statement, “I wish to exclude myself from the Settlement Class and do not wish to participate in the Settlement in *Lavigne, et al. v. Herbalife*, No. 2:18-cv-07480-JAK (MRWx)” or substantially similar words to this effect that are clear and unambiguous.

Your exclusion letter must be signed by you, personally, and not by your lawyer or anyone else acting on your behalf. “Mass” or “class” opt outs made on behalf of multiple persons or classes of persons will be deemed invalid.

This Settlement affects your legal rights even if you do nothing.

Questions? Go to www.HerbalifeClassActionSettlement.com or call 866-217-4455.

Your letter must be sent First-Class Mail, postmarked by August 4, 2023, to:

Herbalife Class Action Settlement
P.O. Box 173076
Milwaukee, WI 53217

Alternatively, you can request to opt out of the Settlement by emailing the Claims Administrator the above information at info@HerbalifeClassActionSettlement.com.

You cannot exclude yourself by mailing a notification to any other location, or emailing any other person. You cannot exclude yourself by telephone.

If you submit a Claim Form and also a Request for Exclusion, the Request for Exclusion will be deemed invalid.

19. If I don't exclude myself, can I sue Herbalife for the same thing later?

No. Unless you opt out, you give up the right to sue Herbalife for the claims the Settlement resolves. You must exclude yourself from the Settlement Class if you want to try to pursue your own claim.

20. What happens if I exclude myself?

If you exclude yourself, you will not have any rights as a member of the Settlement Class under the Settlement; you will not receive any payment as part of the Settlement; you will not be bound by any further orders or judgments in this case; and you will keep the right, if any, to sue on the claims alleged in the case, and your costs and fees will not be paid for through the Net Settlement Fund.

21. If I exclude myself, am I still represented by Class Counsel?

No. Class Counsel represents the members of the Settlement Class. If you exclude yourself from the Settlement Class, you will not be represented by Class Counsel.

COMMENTING ON OR OBJECTING TO THE SETTLEMENT

22. How do I tell the Court that I like or don't like the Settlement?

If you're a Settlement Class Member and do not opt out of the Settlement, you can comment on or object to the Settlement, including to tell the Court that you like or don't like the Settlement. By objecting, however, you are asking the Court to deny approval of the Settlement. Please note that

the Court can only approve or deny the Settlement. It cannot unilaterally change the terms of the Settlement.

If the Court denies approval, no Settlement payments will be sent out and the lawsuit against Herbalife will continue. If that is what you want to happen, you must object.

If you are a Settlement Class Member, you can object to the Settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your view, but the Court can only approve or deny the Settlement and cannot change the terms of the Settlement. Any objection to the proposed Settlement must be in writing. If you file or submit a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either yourself or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*Lavigne, et al. v. Herbalife*, No. 2:18-cv-07480-JAK (MRWx)); (b) be submitted to the Court by mailing them to the Court Clerk, United States District Court for the Central District of California, Western Division, First Street Courthouse, 350 W. 1st Street, Courtroom 10B, Los Angeles, CA 90012, filing them in person at any location of the United States District Court for the Central District of California, or electronically via the United States District Court for the Central District of California's Case Management / Electronic Case Filing System; (c) the objection must also be returned by mail or email to the Claims Administrator at Herbalife Class Action Settlement, P.O. Box 173076, Milwaukee, WI 53217, info@HerbalifeClassActionSettlement.com, or by submitting an objection on the electronic form provided at www.HerbalifeClassActionSettlement.com; (d) the objection must state whether it applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class, and also state with specificity the grounds for the objection; and (e) be filed or postmarked on or before August 4, 2023.

23. What's the difference between excluding yourself and objecting?

Excluding yourself from the Settlement Class means that you are no longer a Settlement Class Member and don't want the Settlement to apply to you. Once you are excluded, you lose any right to receive any benefits from the Settlement or to object to any aspect of the Settlement because the case no longer affects you.

You object to the Settlement when you disagree with some aspect of the Settlement and think the Court should not give Final Approval to the Settlement. An objection, like a comment, allows your views to be heard in court.

DOING NOTHING

24. What happens if I do nothing at all?

If you do nothing and the Court grants Final Approval of the Settlement, you'll be a member of the Settlement Class, but you will receive no money from this Settlement, and you won't be able to sue Herbalife for the conduct alleged in this case.

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.HerbalifeClassActionSettlement.com or call 866-217-4455.

THE COURT'S FAIRNESS HEARING

25. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing on October 16, 2023, at 8:30 a.m., either online or in-person at First Street Courthouse, 350 W. 1st Street, Courtroom 10B, Los Angeles, CA 90012. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them.

The Court may also decide how much to pay to Class Counsel in fees and expense reimbursements. After the hearing, the Court will decide whether to approve the Settlement.

The Court may hold the Fairness Hearing electronically, reschedule the Fairness Hearing, or change any of the deadlines described in this Notice. The date of the Fairness Hearing may change without further notice to the Settlement Class Members. Be sure to check the website, www.HerbalifeClassActionSettlement.com, for news of any such changes. You can also access the case docket via the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cacd.uscourts.gov>.

26. Do I have to come to the Fairness Hearing?

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

27. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include a statement in your written objection that you intend to appear at the hearing. Be sure to include your name, address, and signature as well.

You cannot speak at the hearing if you exclude yourself from the Class.

GETTING MORE INFORMATION

28. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement and other important case documents. You can get a copy of the Settlement Agreement, view other important case documents, and get additional information and updates by visiting www.HerbalifeClassActionSettlement.com.

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.HerbalifeClassActionSettlement.com or call 866-217-4455.

All of the case documents that have been filed publicly in this case are also available online through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cacd.uscourts.gov>. This case is called *Lavigne, et al. v. Herbalife*, No. 2:18-cv-07480-JAK (MRWx). You may also obtain case documents by visiting the office of the Clerk of the Court for the United States District Court for the Central District of California, Western Division, 350 W. 1st Street, Suite 4311, Los Angeles, CA 90012-4565, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding court-observed holidays.

You can get additional information or request a copy of the Settlement Agreement by calling toll-free 866-217-4455 or writing to the Claims Administrator by email at info@HerbalifeClassActionSettlement.com or mail to Herbalife Class Action Settlement, P.O. Box 173076, Milwaukee, WI 53217.

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