

If You Purchased Products Containing Testofen®, You May Receive Benefits From a Proposed Class Action Settlement

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

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

- Please read this notice carefully. A proposed settlement has been reached in a class action lawsuit. The notice concerns a case called *Tommy Robbins, Individually and On Behalf of All Similarly Situated Persons vs. Gencor Nutrients, Inc., et al*, Cause No. 16AC-CC-00366, Circuit Court of Cole County, Missouri. Defined terms (with initial capitals) used herein have the same meaning as set forth in the Settlement Agreement.
- This class action settlement will resolve a lawsuit against Gencor Nutrients, Inc., (“Gencor”); PharmaFreak Holdings, Inc.; Force Factor, LLC; Dreambrands, Inc.; General Nutrition Centers, Inc.; General Nutrition Corporation; GNC Corporation; S&G Properties, LLC; KingFisher Media, LLC; Direct Digital, LLC; and Prevention LLC d/b/a Naturade (“Defendants” and, together with Plaintiffs, the “Parties”). It affects all Persons who, between January 1, 2010 and the date of the entry of the Preliminary Approval Order, bought (for personal use and not resale) Products or received a Trial Offer of Product containing Testofen® manufactured, supplied, marketed, sold and/or distributed by Defendants (the “Products”).
- A proposed class action settlement has been reached concerning products containing the ingredient Testofen® (the “Testofen Products”). The lawsuit contends that the studies do not support the marketing claims associated with products containing Testofen®.
- Defendants deny any wrongdoing.
- The settlement provides Benefits to Class Members between \$1.99 and \$14.52. Specifically, settlement class members may elect a Benefit of \$1.99 per Household for Subclass Number 1 Claims, or a Benefit of \$5.26 per Household for Subclass Number 2 Claims, or a Benefit of \$5.26 per Household for Subclass Number 3 Claims, or a Benefit of \$7.26 per Unit for a maximum of two Units or \$14.52 per Household for Subclass Number 4 Claims. Settlement class members may receive less money depending on a number of factors including how many Valid Claims are actually submitted. The total Settlement Amount will not exceed \$7,000,000.
- The lawyers who brought the lawsuit will ask the Court for up to \$600,000 to be paid as an Attorneys’ Fees and Expense Award for investigating the facts, litigating the case, and negotiating the settlement. They will ask for \$2,500 per Plaintiff who brought this lawsuit, to be paid from the Attorneys’ Fees and Expense Award, as an Incentive Award.
- 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 Agreement, please see the Settlement Agreement available at

www.RobbinsSettlement.com, contact the Settlement Administrator at Robbins v. Gencor Nutrients, Inc., P.O. Box 8077, Philadelphia, PA 19101-8077, or contact Class Counsel at LAW OFFICES OF RONALD A. MARRON, 651 Arroyo Drive, San Diego, CA 92103; VOZZOLO, LLC, 345 Route 17 South, Upper Saddle River, NJ 07458; or STEELMAN GAUNT HORSEFIELD, 901 N. Pine Street #110, Rolla, MO 65401.

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.	September 28, 2018
EXCLUDE YOURSELF FROM THE CLASS	Get out of the lawsuit and the settlement. This is the only option that allows you to ever bring or join another lawsuit against Defendants that raises the same legal Claims released by this settlement. You will receive no payment.	July 30, 2018
OBJECT	Write to the Court about why you don’t like the settlement, the amount of attorneys’ fees, or the payments to the Plaintiffs.	July 30, 2018
APPEAR IN THE LAWSUIT OR ATTEND A HEARING	Speak in Court about the settlement. (If you object to any aspect of the settlement, you must submit a written Objection by the Objection Deadline noted above.) You may enter your appearance in Court through an attorney at your own expense if you so desire.	August 29, 2018
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. If there are appeals, payment will not be made until the appeals are resolved and the settlement becomes effective. Please be patient.
- **Final Approval Hearing**
On August 29, 2018, at 9:00 a.m., the Court will hold a hearing to determine: (1) whether to grant final approval to the certification of the settlement class; (2) whether to designate Plaintiffs as the Class Representatives; (3) whether to designate Class Counsel as counsel

for the settlement class; (4) whether to grant final approval of the settlement; (5) Class Counsel’s Attorneys’ Fees and Expense Award and Incentive Awards to the Class Representatives; and (5) whether to enter the Final Approval Order. The hearing will be held at the Cole County Circuit Court, 301 E. High Street, Jefferson City, Missouri 65101. The hearing will be held in the courtroom of the Honorable John E. Beetam. This hearing date may change without further notice to you. Consult the settlement website at www.RobbinsSettlement.com, or the Court docket in this case available through the Court’s website <https://www.colecounty.org/336/Circuit-Court>, for updated information on the hearing date and time.

Important Dates

September 28, 2018	Claim Form Deadline
July 30, 2018	Objection Deadline
July 30, 2018	Exclusion Deadline
August 29, 2018 at 9:00 a.m.	Final Approval Hearing

TABLE OF CONTENTS

I.	Why did I get this Notice?.....	4
II.	How Do I Know If I Am Affected By The Settlement?	4
III.	What Is The Lawsuit About?.....	5
IV.	What Do Plaintiffs Seek To Recover In The Lawsuit?.....	5
V.	Why Is This Case Being Settled?.....	5
VI.	What Can I Get In The Settlement?.....	6
VII.	How Do I Make A Claim?.....	7
VIII.	What Do Plaintiffs And Their Lawyers Get?	8
IX.	What Claims Are Released By The Settlement?	8
X.	How Do I Exclude or Opt-Out From The Settlement?	11
XI.	How Do I Object To The Settlement?	11
XII.	When Will The Court Decide If The Settlement Is Approved?	14
XIII.	How Do I Get More Information?	14

I. Why did I get this Notice?

A proposed class action settlement has been reached concerning products containing the ingredient Testofen® (the “Testofen Products”). If you purchased one or more of the Testofen Products between January 1, 2010 and May 14, 2018, as described on page 6 of this Notice, you have a right to know about a proposed settlement or a class action lawsuit and your options. If you have received this Notice in the mail or by e-mail, you have been identified from available records as a purchaser of the Testofen 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 a class action lawsuit, and about your options, before the Court decides whether to approve the proposed 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 proposed settlement allows. You will be informed of the progress of the proposed settlement.

II. How Do I Know If I Am Affected By The Settlement?

You are a Class Member if you purchased any Testofen® Products purchased between January 1, 2010 and May 14, 2018, including but not limited to: Troxyphen, Troxyphen Elite, Ageless Male containing Testofen, Test X180, Test X180 Alpha, Test X180 Ignite, Stack Factor 2 With Test X180, High T, High T Senior, High T Black, High T Caffeine Free, Mdrive, Mdrive Elite, Test Freak, PMD N-TEST 600, PMD Flex Stack, PMD Platinum Test 600, AMP Test 1700, NO2 Red Test, Ultra T Gold, Nugenix, Vitali-T-Aid, Vitali-T-Aid Energy, and Testoril. For purposes of settlement only, the Court has conditionally certified a settlement class. The settlement encompasses all products containing Testofen® manufactured, supplied, marketed, sold and/or distributed by Defendants. The settlement class is defined as all purchasers who bought Testofen® Products or received a Trial Offer between January 1, 2010 and May 4, 2018, for personal use, not resale.

If the settlement does not become effective (for example, because it is not finally approved, or the approval is reversed on appeal), then this litigation will continue.

III. What Is The Lawsuit About?

A lawsuit was brought against Defendants alleging violations of consumer protection and warranty laws. A proposed class action settlement has been reached concerning products containing the ingredient Testofen® (the “Testofen Products”). The lawsuit contends that clinical studies do not support the marketing claims associated with products containing Testofen®. Plaintiffs brought various Claims challenging the marketing claims on behalf of themselves and other consumers who bought the Products.

Defendants deny that there is any factual or legal basis for Plaintiffs’ allegations. Defendants deny any wrongdoing of any kind whatsoever and does not admit liability. Defendants also deny that this case can be certified as a class action, except for purposes of settlement.

The Court has not determined whether Plaintiffs or Defendants are correct.

IV. What Do Plaintiffs Seek To Recover In The Lawsuit?

While Defendants deny that there is any legal entitlement to a Benefit or any other relief, Plaintiffs’ complaint contends that by marketing and Labeling the Products as they have, Defendants caused people to purchase the Products who would not otherwise have done so. The complaint seeks to recover, on behalf of a class of all purchasers, other than re-sellers, retailers or distributors, the dollar volume of sales that is attributable to the alleged misrepresentations.

V. Why Is This Case Being Settled?

This litigation was filed in 2016. Since the filing of the litigation, Counsel representing the Plaintiffs has determined that there are significant risks of continuing the litigation. In particular, there may be substantial difficulties establishing: (1) that Defendants’ marketing, advertising, and Labeling of the Products were false or likely to deceive or confuse reasonable Persons; (2) that the Products’ representation was material to reasonable consumers; and/or (3) that damages or restitution should be awarded or, if so, that any such award should be more than nominal. In particular, it may be difficult to establish that the volume of sales would have differed had the marketing and labeling been different.

The Parties have engaged in settlement discussions and, after taking into account the risks and costs of further litigation, Plaintiffs and their 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.

VI. What Can I Get In The Settlement?

The proposed settlement provides for benefits to be sent to eligible Class Members who complete and send in a valid Claim Form.

The settlement provides benefits to settlement class members of between \$1.99 and \$14.52, depending on which Subclass they belong. Specifically, settlement class members may elect certain Benefits under either Subclass Number 1, Subclass Number 2, Subclass Number 3, or Subclass Number 4 Benefits for Products or the Trial Offer purchased between January 1, 2010 and May 14, 2018, as indicated below:

- Subclass Number 1 (Class Members who purchased any Products during the Class Period which were sold by, through, or under any retailer, distributor, person, or entity in the stream of commerce other than the Brand Defendants): \$1.99 per Household.
- Subclass Number 2 (Class Members who paid for shipping of Trial Offer during the Class Period which were distributed by, through, or under any of the Brand Defendants): \$5.26 per Household.
- Subclass Number 3 (Class Members who purchased Products during the Class Period which were sold in retail by the Brand Defendants): \$5.26 per Household
- Subclass Number 4 (Class Members who purchased Products during the Class Period which were sold by, through, or under any of the Brand Defendants directly to Class Members): \$7.26 per Unit for a maximum of two Units or \$14.52 per Household.

“Brand Defendants” means or includes PharmaFreak; Force Factor; Dreambrands; KingFisher; Direct Digital; and Prevention LLC d/b/a Naturade. The Testofen Products include, but are not limited to: Troxyphen, Troxyphen Elite, Ageless Male containing Testofen, Test X180, Test X180 Alpha, Test X180 Ignite, Stack Factor 2 With Test X180, High T, High T Senior, High T Black, High T Caffeine Free, Mdrive, Mdrive Elite, Test Freak, PMD Flex Stack, PMD N-TEST 600, AMP Test 1700, NO2 Red Test, Ultra T Gold, Nugenix, Vitali-T-Aid, Vitali-T-Aid Energy, and Testoril. The products manufactured and sold by the Brand Defendants include products labeled and/or sold by PharmaFreak (Test Freak brand); Force Factor (Test X180 brand);

Dreambrands (Mdrive brand); KingFisher (High T brand); Direct Digital (Nugenix brand); and the Naturade brand. Claimants may seek payment by submitting a Claim Form either electronically or by mail. Each Claim Form will be signed under penalty of perjury. The actual amount paid to individual Claimants may depend upon the number of Valid Claims made and the type of claim submitted. For the avoidance of doubt, a settlement class member shall be eligible for one (1) Benefit per Household. In addition to the cash benefit, the Defendants have agreed to make some marketing reforms on the Products Labeling to provide additional information to consumers.

The Settlement Administrator will send payment, either electronically or by mail, directly to the eligible settlement class members who submit Valid Claims no later than forty-five (45) days after the Effective Date or forty-five (45) days after the Claims Deadline, whichever is later. Checks that (1) remain uncashed or (2) are returned through the mail as undelivered can be cancelled by the Settlement Administrator or Defendants one-hundred-eighty (180) days or more after the date when they are mailed. Funds from uncashed checks shall be returned to the Defendants and/or its assigns.

To be timely, Claim Forms must be submitted during the Claim Period and must be received electronically or by mail on or before **September 28, 2018**.

VII. How Do I Make A Claim?

Class members who wish to receive a payment must fill out the Claim Form available on this settlement website, www.RobbinsSettlement.com. You can submit the Claim Form online, or you can print it and mail it to the Settlement Administrator at: Robbins v. Gencor Nutrients, Inc., PO Box 8077, Philadelphia, PA 19101-8077. Claim Forms must be submitted online by 11:59 p.m. Eastern Time or *received* by September 28, 2018. Payments will be made if the Court gives final approval to the proposed settlement and after the final approval is no longer subject to appeal. Please be patient as this may take months or even years in the event that there is an appeal.

A Final Approval Hearing is scheduled for August 29, 2018 at 9:00 a.m. If the Court approves the settlement and there are no appeals, the Benefit Checks will be distributed as outlined above. If the Court does not approve the settlement, or if the settlement is overturned on appeal, no Benefit payments will be made.

VIII. What Do Plaintiffs And Their Lawyers Get?

From the inception of the litigation 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 may apply to the Court to award them up to \$600,000 to be paid by Defendant Force Factor as an Attorneys' Fees and Expense Award. 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.

In addition, the named Class Representatives in this case may apply to the Court for an Incentive Award which will be paid out of Class Counsel's Attorneys' Fee and Expense Award up to \$2,500 per Plaintiff. This payment is designed to compensate the named Class Representatives for the time, effort, and risks they undertook in pursuing this litigation and for executing a broader release of Claims than other settlement class members.

IX. What Claims Are Released By The Settlement?

If you are a settlement class member and you do not Opt-Out from the settlement, you will be legally bound by all orders and judgment of the Court and to the Releases of the Claims in a stipulation of settlement. This means that in exchange for being a settlement class member and being eligible for the cash benefits of the settlement, you will not be able to sue, continue to sue, or be part of any other lawsuit against Defendants and/or any of the Released Parties and/or any of the Additional Released Parties that involves the same legal Claims as those resolved through this settlement.

You will not be responsible for any out-of-pocket costs or attorneys' fees concerning this case if you stay in the class.

Staying in the class also means that you agree to the following Released Claims, which describe exactly the legal Claims that you give up:

1. As of the Effective Date, and except as to such rights or claims created by the settlement,

Plaintiffs and each settlement class member, and each of their heirs, guardians, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns, shall be deemed to have, and by operation of the Final Approval Order and entry of a final judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Persons and the Additional Released Parties.

2. In connection with the Released Claims, the release specifically extends to Claims that Class Representatives do not know or expect to exist in their favor as of the date of entry of the Preliminary Approval Order and Class Representatives shall be deemed to have forever waived any and all provisions, rights, and Benefits conferred by § 1542 of the California Civil Code and any statute, rule, and legal doctrine similar, comparable, or equivalent to California Civil Code § 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

3. The Final Approval Order shall further provide for and effect the release of all actions, causes of action, claims, administrative claims, demands, debts, damages, costs, attorney's fees, obligations, judgments, expenses, compensation, or liabilities, in law or in equity, whether now known or unknown, contingent or absolute, that Defendants now have against Plaintiffs, settlement class members, or Class Counsel by reason of any act, omission, harm, matter, cause or event whatsoever arising out of the initiation, prosecution, or settlement of the Testofen Litigation or the claims and defenses asserted in the Testofen Litigation.
4. Notwithstanding the above, the Court shall retain continuing jurisdiction over the Parties and the Settlement Agreement with respect to the future performance of the terms of the Settlement Agreement, and to assure that all payments and other actions required of any of the Parties by the settlement are properly made or taken. All Parties hereto submit to

the jurisdiction of the court for purposes of implementing and enforcing the Settlement Agreement.

“Released Claims” means any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contracts or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees and or obligations (including “Unknown Claims” as defined below), whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, rule or regulation, including the law of any jurisdiction outside the United States, against the Released Parties, or any of them, that arose during the Class Period and arise, in any manner whatsoever, out of the same factual predicate as the claims asserted in the Testofen Litigation and that: (a) are based on any act, omission, inadequacy, misstatement, representation, harm, matter, cause or event, (b) involve legal claims that have been asserted in the Testofen Litigation, or (c) involve legal claims about Testofen or the Products or the marketing, advertising, promoting, packaging, or Labeling of Testofen or the Products. The Parties acknowledge and agree that personal injury claims are not part of any of the facts alleged in this Testofen Litigation and that personal injury claims are not included within the Released Claims. Nothing herein is intended to release: any claims that any governmental agency or governmental actor has against the Defendants, any claims asserted for acts or omissions outside of the Class Period or on behalf of any other entity other than the Released Parties.

“Released Parties” means and includes Defendants, their owners, parents, subsidiaries, affiliates, joint-ventures, partners, members, divisions, distributors, wholesalers, retailers, resellers, licensors, licensees, suppliers, officers, directors, employees, shareholders, agents, attorneys, administrators, successors, predecessors, insurers, spokespersons, public relations firms, advertising agencies, Defendants’ customers, clients or persons or entities in privity with Defendants, including the Additional Released Parties.

“Additional Released Parties” specifically references all entities in the supply and distribution chain and/or stream of commerce of the products at issue and includes Defendants’ customers, clients, persons, or entities in privity to the Additional Released Parties, including but

not limited to: Amazon.com, Inc.; American Fitness Wholesalers, LLC; Body Energy Club USA, Inc.; BodyBuilding.com, LLC; Europa Sports Products, Inc.; Twin Associates, LC d/b/a eVitamins; Golden Trainer Performance Studio Inc.; HD Nutraceuticals, LLC; Healthland Center; Lonestar Distribution, LLC; Max Muscle Sports Nutrition; Muscle & Strength, LLC; NovaCare; NovaMark; Nutrition Rite Corporation; R & R Health & Fitness Inc.; Rite Aid Corp.; Supplement Central, Inc.; Total Fitness Warehouse, LLC; Vitamin Shoppe, Inc.; Vitamin World, Inc.; Green Living LLC d/b/a Vitamins2You.com; H&L World Wide Inc.; and Walgreen Co.

X. How Do I Exclude or Opt-Out From The Settlement?

You can exclude or Opt-Out from the settlement class and litigation if you wish to retain the right to sue Defendants separately for the Released Claims by the settlement. If you Opt-Out, you cannot file a Claim or Objection to the settlement.

To Opt-Out, you must mail an Opt-Out request from the settlement to the Settlement Administrator at Robbins v. Gencor Nutrients, Inc., PO Box 8077, Philadelphia, PA 19101-8077 with copies to Class Counsel and Defendants' Counsel. If mailed, the Opt-Out request must: (a) state the title and case number of the Missouri Action, (b) specifically request to Opt-Out from the Testofen Litigation, (c) state the full name, address, and telephone number of the requestor, (d) include a statement indicating the requestor is a member of the settlement class, and (e) must be signed by the requestor. 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. Opt-Out requests must be postmarked on or before July 30, 2018.

XI. How Do I Object To The Settlement?

If you are a Class member, you can ask the Court to deny approval of the settlement by timely filing an Objection with the Court and sending a copy of the Objection to the Settlement Administrator, Class Counsel, and Defendants' Counsel. 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.

You can also ask the Court to disapprove the Incentive Awards to Plaintiffs and the Attorneys' Fees and Expense Award for the attorneys. If those payments are disapproved, no

additional money will be paid to the settlement class. Instead, the funds earmarked for Plaintiffs and their attorneys will be retained by Defendants.

As long as you do not exclude yourself, you may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. If you want to raise an Objection to the settlement at the Final Approval Hearing, you must first submit that Objection in writing, by the objection deadline set forth above.

Any Objection must include:

- (a) a reference at the beginning to this case *Tommy Robbins, et al, Individually and On Behalf of All Other Similarly Situated Persons vs. Gencor Nutrients, Inc. et al*, Case No.: 16AC-CC00366 in the Circuit Court of Cole County, Missouri;
- (b) the objector's full name, address, and telephone number;
- (c) a written statement of all grounds for the objection, accompanied by any legal support for such Objection;
- (d) copies of any papers, briefs, or other documents upon which the Objection is based;
- (e) a list of all persons who will be called to testify in support of the Objection;
- (f) a statement of whether the objector intends to appear at the Final Approval Hearing. If the objector intends to appear at the Final Approval Hearing through counsel, the Objection must also state the identity of all attorneys representing the objector who will appear at the Final Approval Hearing;
- (g) a statement of his/her membership in the settlement class, including all information required by the Claim Form; and
- (h) a detailed list of any other Objections submitted by the settlement class member, or his/her counsel, to any class actions submitted in any court, whether state or federal, in the United States in the previous five (5) years. If the settlement class member or his/her counsel has not objected to any other class action settlement in any court in

the United States in the previous five (5) years, he/she shall affirmatively state so in the written materials provided in connection with the Objection to this settlement.

Failure to include this information and documentation may be grounds for overruling and rejecting your objection.

All the information listed above must be filed and delivered to the Clerk of the Court by mail, express mail, or personal delivery such that the objection is *received* on or before July 30, 2018.

If you file an Objection to the settlement but still want to submit a Claim in the event the Court approves the settlement, you must still submit a timely Claim according to the instructions described above.

By filing an objection, you are consenting to the jurisdiction of the Court, and to produce documents and provide testimony prior to the Final Approval Hearing. You **must** also send a copy of your Objection to the Settlement Administrator, Class Counsel, and Defendants' counsel:

Counsel for Class:	Counsel for Defendants:
Ronald A. Marron Law Offices of Ronald A. Marron 651 Arroyo Drive San Diego, CA 92103 Anthony Vozzolo	Matthew R. Orr Call and Jensen 610 Newport Center Drive Suite 700 Newport Beach, CA 92660
<i>And</i>	<i>And</i>
Vozzolo, LLC 345 Route 17 South Upper Saddle River, NJ 07458	Roger A. Colaizzi Venable LLP 575 7 th Street, NW Washington, DC 20004
<i>And</i>	
Steven Gaunt Steelman Gaunt Horsefield 901 N. Pine Street #110 Rolla, MO 65401	

XII. When Will The Court Decide If The Settlement Is Approved?

The Court will hold a Final Approval Hearing in the Cole County Circuit Court, in the courtroom of the Honorable Jon E. Beetem, 301 E. High Street, Jefferson City, MO 65101, on August 29, 2018 at 9:00 a.m. The hearing is open to the public. This hearing date may change without further notice to you. Consult the settlement website at www.RobbinsSettlement.com or the Court docket in this case available through the Court's website <https://www.colecounty.org/336/Circuit-Court>, for updated information on the hearing date and time.

XIII. How Do I Get More Information?

You can inspect many of the court documents connected with this case on the settlement website at www.RobbinsSettlement.com. Other papers filed in this lawsuit are available by accessing the Court docket in this case available through the Court's website <https://www.colecounty.org/336/Circuit-Court>. You can also obtain additional information by writing to the Settlement Administrator (at the address listed above) or by contacting Class Counsel at LAW OFFICES OF RONALD A. MARRON, 651 Arroyo Drive, San Diego, CA 92103; VOZZOLO, LLC, 345 Route 17 South, Upper Saddle River, NJ 07458; or STEELMAN GAUNT HORSEFIELD, 901 N. Pine Street #110, Rolla, MO 65401. **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.