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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

FRANK CAPACI and CYNTHIA FORD
on behalf of themselves, all others
similarly situated, and the general public,

Plaintiffs,

v.

SPORTS RESEARCH CORPORATION,
a California Corporation.

Defendant.

) Case No. 2:19-cv-03440-FMO-FFM

) CLASS ACTION

) **SETTLEMENT AGREEMENT**

1 This Settlement Agreement (the “Settlement Agreement”) is made and
2 entered into by and between plaintiff Cynthia Ford (“Plaintiff”), on behalf of herself
3 individually and as the Court appointed class representative of a nationwide
4 settlement class, and Defendant Sports Research Corporation (“Sports Research” or
5 “Defendant”). Plaintiff and Defendant are referred to hereinafter collectively as the
6 “Settling Parties.” Subject to the approval of the Court under Rule 23(e) of the
7 Federal Rules of Civil Procedure, this settlement is intended fully, finally, and
8 forever to resolve, discharge, release, and settle the lawsuit captioned *Capaci, et al.*
9 *v. Sports Research Corporation*, Case No. 2:19-cv-0344, upon and subject to the
10 terms and conditions herein.

11 **1. Recitals**

12 1.1. This action was filed on April 26, 2019, and on June 17, 2019, Plaintiffs
13 Frank Capaci and Cynthia Ford filed a First Amended Complaint (“FAC”) against
14 Sports Research in the United States District Court for the Central District of
15 California, captioned *Capaci, et al. v. Sports Research Corporation*, Case No. 2:19-
16 CV-03440-FMO-FFM (the “Action”). (Dkt. Nos. 1, 16).

17 1.2. The FAC alleged that the label of Sports Research’s garcinia cambogia
18 product (“Product”) was false and misleading. The Complaint sought both monetary
19 damages and injunctive relief for the following claims: (1) Violations of the
20 Consumers Legal Remedies Act, Cal. Civ. Code Sections 1750, *et seq.*; (2)
21 Violations of the False Advertising law, Cal. Bus. & Prof. Code Sections 17500, *et*
22 *seq.*; (3) Violations of the Unfair Competition Law, Cal. Bus. & Prof. Code Sections
23 17200, *et seq.*; (4) Breach of Express Warranties; (5) Breach of Implied Warranties,
24 (6) Negligent Misrepresentation, (7) Violations of New Jersey’s Consumer Fraud
25 Act, and (8) Violations of New Jersey Truth-In-Consumer Contract, Warranty, and
26 Notice Act.

27 1.3. Plaintiffs filed a Second Amended Complaint (“SAC”) on April 6,
28 2020. (Dkt. No. 44).

1 1.4. The Parties stipulated to dismiss Plaintiff Frank Capaci from the
2 litigation on July 14, 2020. (Dkt. No. 50). The Court entered the stipulation on July
3 15, 2020. (Dkt. No. 51).

4 1.5. Sports Research filed an Answer to the SAC on July 24, 2020. (Dkt.
5 No. 52).

6 1.6. On August 14, 2020, Plaintiff filed a Motion for Class Certification,
7 and both Parties filed Motions to Exclude Experts. (Dkt. Nos. 59-90).

8 1.7. On September 14, 2020, both Parties filed Motions for Summary
9 Judgment or in the alternative, Summary Adjudication. (Dkt. No. 95).

10 1.8. On April 14, 2022, the Court issued an Order Granting in Part and
11 Denying in Part Plaintiff's Motion for Class Certification. (Dkt. No. 139). The Court
12 granted class certification of a Nationwide Class and a California Subclass pursuant
13 to Rule 23(b)(3) with respect to Plaintiff's claims under the Consumers Legal
14 Remedies Act, Cal. Civ. Code §§ 1750, *et seq.* ("CLRA"), the Unfair Competition
15 Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* ("UCL"), and the False Advertising
16 Law, Cal. Bus. & Prof. Code §§ 17500, *et seq.* ("FAL"), breach of express warranty,
17 and negligent misrepresentation. The Court denied without prejudice class
18 certification under Rule 23(b)(2) and denied with prejudice class certification of
19 Plaintiff's implied warranty claim pursuant to Rules 23(b)(3) and 23(b)(2). (Dkt. No.
20 139). Plaintiff Cynthia Ford was appointed as class representative and the Law
21 Office of Ronald A. Marron was appointed as Class Counsel. (*Id.*).

22 1.9. On July 21, 2023, the Court ordered that class notice be disseminated.
23 (Dkt. No. 161). Class notice was disseminated in August 2023. (Dkt. Nos. 169, 174).

24 1.10. On July 3, 2023, the Parties attended a full day mediation conducted by
25 Jill R. Sperber, Esq. of Judicate West. For several weeks following the mediation,
26 the Parties continued to negotiate with the help of Ms. Sperber.

27 1.11. On August 8, 2023, the Parties attended a partial day mediation
28 conducted by Ms. Sperber. Thereafter, on September 1, 2023, based on a mediator's

1 proposal made by Ms. Sperber, the Parties agreed to settle the case.

2 1.12. The Parties filed a Notice of Settlement and Stipulation to Stay Case
3 and Vacate Case Deadlines on September 6, 2023. (Dkt. No. 177). The Court then
4 entered an order vacating all pending deadlines and proceedings, and denied all
5 pending motions as moot. (Dkt. No. 178).

6 1.13. The Settling Parties and their counsel have extensively investigated the
7 facts and issues raised in the Action, and have sufficient information to evaluate their
8 heavily negotiated settlement and the terms of this Settlement Agreement.

9 1.14. Sports Research denies the allegations and claims asserted against it in
10 the Action and denies that it has any liability to Plaintiff, the certified classes, or any
11 consumer arising from the allegations and claims asserted in the Action.
12 Nonetheless, to avoid the substantial burden, risk, and distraction that arises from
13 continuation of the Action, and fully and finally to resolve the claims asserted or that
14 could have been asserted against it therein, Sports Research has agreed to the terms
15 of this Settlement Agreement.

16 1.15. Counsel for Plaintiff and Defendant engaged in arm's-length
17 negotiations to achieve settlement of the Action. After extensive confidential
18 settlement negotiations, the Settling Parties reached an agreement that forms the
19 basis of this Settlement Agreement. The Settling Parties did not discuss attorneys'
20 fees, costs, or any potential incentive awards for Plaintiff until they first agreed on
21 the substantive terms of their settlement.

22 1.16. Class Counsel analyzed and evaluated the merits of Sports Research's
23 defenses, the risks of continued litigation, and the benefits this settlement would
24 confer on Plaintiff and the Settlement Class, as defined below.

25 1.17. Based on their experience and knowledge of the strength of the claims
26 and defenses in the Action, counsel for the Parties concluded and are satisfied that
27 the terms and conditions of this Settlement Agreement are fair, reasonable, adequate,
28 and in the best interest of the Settlement Class and the Settling Parties.

1 1.18. Nothing in this Settlement Agreement or the circumstances relating to
2 or that give rise to this Settlement Agreement constitute or shall be deemed to
3 constitute an admission or concession by Sports Research of any type or nature,
4 including of the allegations and claims asserted in the Action, or a waiver of Sports
5 Research's objections and defenses to the claims asserted in the Action, including as
6 to class certification and the merits of the case.

7 1.19. Sports Research has at all times denied, and continues to deny, all
8 allegations whatsoever of any wrongdoing, negligence, fault, or liability, and asserts
9 that its actions have been lawful and proper in all respects and in compliance with
10 all applicable legal duties, but in order to avoid the uncertainties, risks and expense
11 of further litigation, Sports Research has agreed to settle and terminate all existing
12 or potential claims against them pursuant to the terms and provisions of this
13 Settlement Agreement; provided, however, that in agreeing to settle this Action,
14 Sports Research in no way acknowledges or admits any wrongdoing, negligence,
15 fault or liability to Plaintiff or Class Members, and no inference of any such liability
16 is to be drawn from the participation in this settlement by Sports Research, which
17 has raised a number of specific defenses to the claims asserted in the Action and
18 asserts its intention, absent a settlement, to continue with a vigorous defense and
19 proceed to further litigation of this Action;

20 **NOW, THEREFORE**, pursuant to the terms set forth herein and subject to
21 the Court's approval of this Settlement, the Parties hereby stipulate and agree,
22 including on behalf of the Settlement Class, as defined below, fully, finally and
23 forever to settle, compromise, resolve, and dismiss on the merits and with prejudice
24 the Action and all claims of the Settlement Class that were or could have been
25 asserted in the Action.

26 **2. Definitions**

27 Capitalized terms, as used in this Settlement Agreement, will have the
28 meanings either set forth below in this Section or as elsewhere defined in this

1 Settlement Agreement. Reference in this Settlement Agreement to a capitalized term
2 in the singular or plural does not change or affect the meaning of the term, as it is
3 defined in this Section. Other capitalized terms used in this Settlement Agreement,
4 but not defined in this Section, shall have the meaning ascribed to them in this
5 Settlement Agreement and the exhibits attached hereto.

6 If and to the extent Definitions in this Section conflict with other terms set
7 forth in this Settlement Agreement, the Definitions in this Section shall govern.

8 2.1. “Action” has the meaning set forth in Section 1 of this Settlement
9 Agreement.

10 2.2. “Authorized Claimant” means any member of the Settlement Class who
11 completely and timely submits a Claim Form that the Settlement Administrator has
12 reviewed and validated.

13 2.3 “Cash Payment” means the cash payment to be made by Defendant to
14 fund the Escrow Account for purposes of creating the Settlement Fund in accordance
15 with Section 10 below. Under no circumstances shall Sports Research be
16 responsible for paying more than One Million Six Hundred Thousand Dollar
17 (\$1,600,000.00) under this Settlement.

18 2.4. “Claimant” means a Settlement Class member who seeks a Settlement
19 Payment by submitting a Claim Form consistent with the claims process detailed in
20 Section 9 of this Settlement Agreement.

21 2.5. “Claims Deadline” means the date set by the Court in the Preliminary
22 Approval Order by which Settlement Class members must submit a claim to obtain
23 the benefits of this Settlement as described in this Settlement Agreement. Unless
24 otherwise ordered by the Court, the Settling Parties agree that the Claims Deadline
25 shall be sixty (60) days after the date the Notice is disseminated to the Settlement
26 Class by the Settlement Administrator.

27 2.6. “Claim Form” means the documents to be submitted by Claimants
28 seeking payment pursuant to this Settlement Agreement that will be available online

1 at the Settlement Website, substantially in the form attached hereto as Exhibit A.

2 2.7. “Class Counsel” means the Law Office of Ronald A. Marron.

3 2.8. “Class Period” means and shall refer to the time period beginning
4 on April 26, 2015, and ending on the date the Court grants preliminary approval
5 of the Settlement.

6 2.9. “Court” means the United States District Court for the Central
7 District of California.

8 2.10. “Effective Date” means one business day after all of the
9 following events have occurred: (a) the Court grants Final Approval of the
10 Settlement consistent with the Parties’ terms herein; (b) the Court enters a
11 Final Order and Judgment (the “Final Order and Judgment”); and (c) the
12 expiration of the period in which to appeal from the Final Order and Judgment or
13 any aspect of the Settlement without an appeal having been filed. In the event an
14 appeal is filed or reconsideration is sought from the Final Order and Judgment, the
15 Settling Parties will cooperate in seeking to have any such appeal(s) resolved
16 as promptly as possible, and the Effective Date shall become the first business
17 day following: (a) the date on which the Final Order and Judgment is affirmed and
18 is no longer subject to judicial review and (b) the expiration of the time for further
19 appellate review of any appellate order affirming the Final Order and Judgment,
20 or (c) the date on which the motion for reconsideration, appeal, petition, or writ
21 is dismissed or denied and the Final Order and Judgment is no longer subject to
22 judicial review.

23 2.11. “Escrow Account” means the escrow account managed by
24 the Settlement Administrator, which shall be the sole escrow account from
25 which the Settlement Administrator shall pay expenses associated with
26 administration of this Settlement, as approved by the Court, including, without
27 limitation: payments to Settlement Class members, costs of Notice, the Fee and
28 Expense Award, and an Incentive Award, as described in Section 10.

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1 2.12. “Fee and Expense Award” means an award approved by the Court of
2 Plaintiff’s attorneys’ fees, costs, and expenses.

3 2.13. “Final Approval” means the Court’s: (a) issuance of an order granting
4 final approval of the Settlement and this Settlement Agreement as binding on the
5 Settling Parties and the Settlement Class; (b) determination that the Settlement is
6 fair, adequate, reasonable, and binding on the Settlement Class; (c) determination
7 that the relief provided in this Settlement Agreement should be disseminated to the
8 Settlement Class; (d) effectuating the releases set forth in this Settlement Agreement;
9 (e) entering the Final Order and Judgment in the Action; (f) dismissing the Action
10 in its entirety with prejudice, and (g) retaining continuing jurisdiction over the
11 interpretation, implementation, and enforcement of the Settlement.

12 2.14. “Final Approval Hearing” means the hearing to be held by the Court to
13 determine whether Final Approval of the Settlement should be granted.

14 2.15. “Final Order and Judgment” means the order of dismissal to be entered
15 by the Court, which, among other things, fully and finally approves the Settlement
16 and dismisses the Action with prejudice.

17 2.16. “Incentive Award” means the award that will be sought by application
18 and, if approved by the Court, will be payable to the Plaintiff from the Settlement
19 Fund for her role as class representative and the responsibility and work attendant to
20 that role.

21 2.17. “Notice” means the notice to be disseminated by the Settlement
22 Administrator consistent with Notice Plan attached hereto as Exhibit C, including,
23 but not limited to, the Long-Form Notice attached hereto as Exhibit B.

24 2.18. “Notice Date” means the date Notice is communicated to Settlement
25 Class members pursuant to Section 9 of this Settlement Agreement. Unless
26 otherwise ordered by the Court, the Settling Parties agree that the Notice Date shall
27 be thirty (30) days after entry of the Preliminary Approval Order.

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1 2.19. "Notice Plan" means the proposal for dissemination of Notice
2 to members of the Settlement Class, attached hereto as Exhibit C.

3 2.20. "Objection" means the written communication that must be filed with
4 the Court and postmarked on or before the Objection/Exclusion Deadline
5 by a Settlement Class member who wishes to object to the terms of the
6 Settlement.

7 2.21. "Objection/Exclusion Deadline" is the date by which an Objection or
8 Request for Exclusion by a Settlement Class member must be postmarked,
9 as ordered by the Court in its Preliminary Approval Order and referred to in
10 Section 8 of this Settlement Agreement. Unless otherwise ordered by the Court,
11 the Settling Parties agree that the Objection/Exclusion Deadline shall be ninety
12 (90) days after the date the Notice is disseminated to the Settlement Class by
13 the Settlement Administrator.

14 2.22. "Plaintiff" means Cynthia Ford, on behalf of herself and as the
15 class representative of the Settlement Class.

16 2.23. "Preliminary Approval Date" means the date of entry of the
17 Court's order granting preliminary approval of the Settlement.

18 2.24. "Preliminary Approval Order" means the order to be entered by
19 the Court, substantially in the form attached hereto as Exhibit D which
20 preliminarily approves the Settlement, certifies the Settlement Class, sets
21 dates for the Final Approval Hearing, Objection/Exclusion Deadline, and
22 Notice Date, and approves the Notice Plan and Claim Form.

23 2.25. "Product" means Sports Research Garcinia Cambogia supplement
24 product with the labeling statement "weight management," "appetite
25 suppression" and/or "appetite control."

26 2.26. "Released Claims" means all actions, claims, demands, rights,
27 suits, and causes of action of whatever kind or nature whatsoever, including
28 without limitation any and all damages, restitution, loss, statutory relief, bad
faith claims, costs, expenses, penalties, attorneys' fees, expert fees, and interest,
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whether known
SETTLEMENT AGREEMENT

1 or unknown, suspected or unsuspected, assigned or unassigned, asserted or
2 unasserted, whether as individual claims or claims asserted on a class basis or on
3 behalf of the general public, in law or equity, arising out of or relating to any claim
4 or allegation made in the Action, including, without limitation, any and all claims or
5 allegations relating to the advertising, marketing, labeling or sale of the Products.
6 Released Claims do not include any claims for personal injury.

7 2.27. “Released Parties” means Defendant Sports Research Corporation,
8 and any and all of its respective past, present, and future heirs, executors,
9 administrators, predecessors, successors, assigns, parent companies,
10 subsidiaries, divisions, joint venturers, entities in which it has or had a
11 controlling interest, holding companies, employees, agents, consultants,
12 marketing partners, resellers, lead generators, telemarketers, independent
13 contractors, insurers, reinsurers, directors, officers, partners, principals,
14 attorneys, accountants, financial advisors, investors, investment bankers,
15 underwriters, shareholders, auditors, legal representatives, successors in
16 interest, affiliates, trusts, and corporations; and each and all of the past, present,
17 and future officers, directors, principals, representatives, owners, employees,
18 agents, shareholders, attorneys, stockholders, successors, executors, claim
19 service managers, subrogees, and assigns of any of the foregoing entities.

20 2.28. “Request for Exclusion” means the written communication that
21 must be sent to the Settlement Administrator and postmarked on or
22 before the Objection/Exclusion Deadline by a Settlement Class member who
23 wishes to be excluded from the Settlement Class as discussed in Section 8 below.

24 2.29. “Settlement” means the mutually agreed upon undertakings, terms, and
25 conditions contemplated by this Settlement Agreement, including all exhibits hereto.

26 2.30. “Settlement Administrator” means the third-party
27 Settlement Administrator appointed by the Court to send notices and payments
28 and to otherwise administer communication with Class Members. The Parties
will seek to have Classaura Class Action Administration appointed as the
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Settlement Administrator. SETTLEMENT AGREEMENT

1 2.31. “Settlement Class” means the class to be certified strictly for
2 purposes of this Settlement.

3 2.32. “Settlement Consideration” means the monetary and non-
4 monetary relief provided by this Settlement as described in Section 10.

5 2.33. “Settlement Fund” means the Escrow Account the Settlement
6 Administrator shall create in accordance with Section 10 below and into which
7 Sports Research shall deposit the Cash Payment, and from which the Settlement
8 Administrator shall pay amounts associated with administration of this Settlement,
9 as approved by the Court, including, without limitation, Notice, Settlement
10 Payments, the Fee and Expense Award, the Incentive Award, as described in Section
11 10.

12 2.34. “Settlement Payment” means the amount to be paid to an
13 Authorized Claimant as described in Section 10.

14 2.35. “Settlement Website” means the website to be created and maintained
15 by the Settlement Administrator to provide the Settlement Class with information
16 relating to the Settlement, including relevant documents and electronic and printable
17 forms relating thereto, including the Claim Form, which can be submitted online
18 through an internet-based form or printed and mailed. The URL of the Settlement
19 Website will be provided in the Notice.

20 **3. Dismissal of Sports Research**

21 Plaintiff shall request, seek, and make all reasonable best efforts to obtain
22 dismissal of Sports Research from the Action with prejudice in her motion for final
23 approval and at the hearing seeking Final Approval of this Settlement.

24 **4. Conditions Precedent.**

25 This Settlement is conditioned on the (1) Court’s Final Approval of this
26 Settlement; (2) Court’s entry of the Final Order and Judgment; and (3) passage of
27 the Effective Date (collectively the “Conditions Precedent”).

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1 **5. Stipulation for the Certification of a Settlement Class**

2 The Settling Parties hereby stipulate, for purposes of this Settlement only, that
3 the requirements of Rules 23(a), 23(b)(2), and 23(b)(3) of the Federal Rules of Civil
4 Procedure are satisfied and, subject to Court approval, the Settlement Class shall be
5 certified under Rule 23(e) for settlement purposes pursuant to the terms and
6 conditions set forth in this Settlement Agreement. The Settling Parties stipulate and
7 agree to conditional certification of the Settlement Class for purposes of this
8 Settlement only. Should the Conditions Precedent set forth above in Section 4 not
9 occur, for whatever reason, this stipulation for the certification of a settlement class
10 shall become null and void.

11 **6. Settlement Class Defined.**

12 6.1. Without admitting that a class otherwise exists and without any
13 concession that the requirements of Rule 23 or any other applicable law are satisfied,
14 the Settling Parties agree to certification of a class action strictly for purposes of this
15 Settlement pursuant to Rule 23(e). In this respect, solely for purposes of the
16 Settlement, the Parties agree that the Settlement Class is defined as:

17 All persons who purchased Sports Research Garcinia Cambogia labeled
18 “weight management,” “appetite suppression,” and/or “appetite
19 control” (the “Product”) in the United States on or after April 26, 2015
20 and until [the date preliminary approval is granted] for personal or
21 household use and not for resale, and who did not receive a refund or
22 return the Product.

23 The Settlement Class specifically excludes Defendant’s current and former
24 officers and directors, members of the immediate families of Defendant’s officers
25 and directors, Defendant’s legal representatives, heirs, successors, and assigns, any
26 entity in which Defendant has or had a controlling interest during the Class Period,
27 and the judicial officers to whom this lawsuit is assigned.

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1 6.2 Defendant’s agreement to certification of the Settlement Class is
2 conditioned upon the Conditions Precedent set forth above in Section 4. Defendant
3 shall retain the right to oppose the certification of any class for purposes of further
4 litigation, including trial, in this Action in the event the Court does not approve the
5 Settlement or that the Effective Date does not pass for any reason, without limitation.

6 **7. Preliminary Approval**

7 7.1. On January 12, 2024, Plaintiff shall apply to the Court for entry of a
8 Preliminary Approval Order, substantially in the form attached hereto as Exhibit D,
9 which shall:

10 7.1.1. Preliminarily approve the Settlement, subject to the right of
11 Settlement Class members to be heard at the Final Approval Hearing;

12 7.1.2. Certify the provisional Settlement Class;

13 7.1.3. Direct that the Settlement Administrator disseminate Notice to
14 the Settlement Class in the manner described in this Settlement Agreement as
15 set forth in Section 9 below;

16 7.1.4. Preliminarily determine that Plaintiff is a member of the
17 Settlement Class and, for purposes of the Settlement, appoint her as the class
18 representative of the Settlement Class;

19 7.1.5. Conditionally certify the Settlement Class under Rule 23(e) of
20 the Federal Rules of Civil Procedure for settlement purposes only;

21 7.1.6. Appoint the Law Offices of Ronald A. Marron as Class Counsel
22 pursuant to Rule 23(g);

23 7.1.7. Schedule a date for the Final Approval Hearing;

24 7.1.8. Set a briefing schedule for a Motion for Final Approval of the
25 Settlement;

26 7.1.9. Appoint Classaura Class Action Administration as Settlement
27 Administrator;

28 7.1.10. Approve the Class Notice and the Claim Form;

1 7.1.11. Determine that the Notice to be sent to the Settlement Class: (a)
2 meets the requirements of Rule 23(c)(2) of the Federal Rules of Civil
3 Procedure and the Due Process Clause of the United States Constitution; (b)
4 is the best practicable notice under the circumstances; and (c) is reasonably
5 calculated to apprise Settlement Class members of the pendency of the Action
6 and their right to object or exclude themselves from participating in the
7 Settlement;

8 7.1.12. Provide that the deadline for any Class Member to object or
9 exclude themselves from the Settlement shall be 90 calendar days after the
10 Notice Date.

11 **8. Requests for Exclusion and Objections to the Settlement**

12 8.1. Any Settlement Class member who does not wish to participate in the
13 Settlement must submit a Request for Exclusion to the Settlement Administrator
14 stating an intention to be “excluded” or “opt-out” from the Settlement. A Request
15 for Exclusion form will be available on the Settlement Website (*see* Exhibit E) and
16 must contain the Settlement Class member’s name, current address, and telephone
17 number. The Request for Exclusion must be either (a) personally signed by the
18 Settlement Class member and dated, mailed, and postmarked to the Settlement
19 Administrator on or before the Objection/Exclusion Deadline, or (b) electronically
20 signed by the Settlement Class member and submitted to the Settlement
21 Administrator through the Settlement Website on or before the Objection/Exclusion
22 Deadline. Multiple, so-called “mass” or “class,” opt-outs or exclusion requests shall
23 not be allowed. The date of the postmark on the return mailing envelope or date of
24 online submission through the Settlement Website shall be the exclusive means used
25 to determine whether a Request for Exclusion has been timely submitted. Any
26 Settlement Class member whose request to be excluded from the Settlement Class
27 is approved by the Court will not be bound by the Settlement and will have no right
28 to object, appeal, or comment thereon.

1 8.2. Any Settlement Class member, on his or her own, or through an
2 attorney hired at his or her own expense, may object to the terms of the Settlement,
3 Class Counsel’s application for a Fee and Expense Award, or the Incentive Award
4 (an “Objector”). Any Objection must be in writing and include the contents
5 described in Section 8.3 below, and must be filed with the Court on or before the
6 Objection/Exclusion Deadline or as the Court may otherwise order. Any Objection
7 that is not properly or timely raised is waived.

8 8.3. Any written Objection should be accompanied by documents or other
9 evidence, as well as any factual or legal argument, the objecting Settlement Class
10 member intends to rely upon in making his or her Objection. All written Objections
11 must (a) identify the case name and number, *Capaci v. Sports Research Corporation*,
12 Case No. 2:19-cv-03440; (b) state the Objector’s full, legal name, residential
13 address, telephone number, and email address (and the Objector’s lawyer’s name,
14 business address, telephone number, and email address if objecting through
15 counsel); (c) a statement describing the Objector’s membership in the Settlement
16 Class, including a verification under oath as to the date of purchase and the name of
17 the retailer or store name from where the Objector purchased the Product, and all
18 other information required by the Claim Form; (d) a written statement of all grounds
19 for the objection, accompanied by any legal support for such objection; (e) copies of
20 any papers, briefs, or other documents upon which the objection is based; (f) a list
21 of all persons who will be called to testify in support of the objection; (g) a statement
22 of whether the Objector intends to appear at the Final Approval Hearing (note: if the
23 objector intends to appear at the Final Approval Hearing through counsel, the
24 objection must also state the identity of all attorneys representing the Objector who
25 will appear at the Final Approval Hearing); (h) a list of the exhibits that the Objector
26 may offer during the Final Approval Hearing, along with copies of such exhibits;
27 and (i) the objector’s signature. In addition, any Objector who has an attorney
28 representing them, must include with their Objection (a) the identity of all counsel

1 who represent the Objector, including former or current counsel who may be entitled
2 to compensation for any reason related to the objection; and (b) a list of any other
3 objections submitted by the Objector, and/or their counsel, in any class action in any
4 court, whether state or federal, in the United States in the last five (5) years.

5 8.4. Any Settlement Class member who fails to file with the Court a written
6 Objection timely by the Objection/Exclusion Deadline shall be precluded from
7 objecting to the Settlement and foreclosed from seeking any review of the Settlement
8 or the terms of the Settlement Agreement by any means, including, but not limited
9 to, through an appeal.

10 8.5. Either of the Settling Parties may request the Court, within its
11 discretion, to exercise its right to deem any Objection frivolous and award
12 appropriate costs and fees to the party or parties opposing such Objection(s).

13 8.6. Any Settlement Class member who fails to timely submit a Request for
14 Exclusion or Objection by the Objection/Exclusion Deadline as provided in this
15 Settlement Agreement shall be bound by the Settlement, including without limitation
16 all subsequent proceedings, orders, and the Final Order and Judgment, even if he or
17 she has pending, or subsequently initiates, any litigation, arbitration, or other
18 proceeding against Sports Research or any of the Released Parties relating to the
19 Released Claims.

20 8.7 The Settling Parties agree that all Parties will use best efforts to resolve
21 any Objection to any portion of the Settlement.

22 **9. Notice and Claims Process**

23 9.1. The Notice to Settlement Class members shall:

24 9.1.1. Inform the Settlement Class members that if they do not
25 exclude themselves from the Settlement Class, they may be eligible to
26 receive the relief provided by the proposed Settlement;

27 9.1.2. Contain a short, plain statement of the background of the
28 Action and the proposed Settlement;

1 9.1.3. Describe the proposed relief outlined in this Settlement
2 Agreement;

3 9.1.4. Explain the impact the proposed Settlement will have on any
4 existing or future litigation, arbitration, or any other legal proceeding;

5 9.1.5. State that any relief to Settlement Class members is contingent
6 upon the Court's granting Final Approval of the Settlement and the passage
7 of the Effective Date;

8 9.1.6. Inform the Settlement Class members that Class Counsel will
9 seek a Fee and Expenses Award and an Incentive Award for the Class
10 Representative from the Settlement Fund; and

11 9.1.7. Constitute the best notice practicable under the circumstances
12 pursuant to Rule 23(c) of Federal Rules Civil Procedure.

13 9.2. Notice to the Settlement Class members. Within thirty (30) days after
14 entry of the Preliminary Approval Order, or on the date ordered by the Court in the
15 Preliminary Approval Order, the Settlement Administrator shall effect notice to
16 Settlement Class members as follows:

17 9.2.1. Print Publication Notice. On or before the Notice Date, the
18 Settlement Administrator will cause the Notice, in the form approved by the
19 Court, to be published based on the Notice Plan, which is attached hereto as
20 Exhibit C.

21 9.2.2. Settlement Website. On or before the Notice Date, the Settlement
22 Administrator shall establish the Settlement Website, from which Settlement
23 Class members may download or print the Notice, the operative complaint, a
24 complete copy of this Settlement Agreement, and the Preliminary Approval
25 Order, as well as submit a Claim Form. The Settlement Website shall identify
26 the deadlines for filing a claim, a Request for Exclusion from the Settlement
27 Class, an Objection, the date of the Final Approval Hearing, and other
28 information pertaining to the Settlement, and it shall include an interactive

1 function that permits Settlement Class members to download a Claim Form
2 online or file a Claim Form via the Settlement Website or by mail and post-
3 marked by the Claims Deadline. The Settlement Administrator shall establish
4 the Settlement Website using the website name www.garciniaclassaction.com.
5 The Website shall be operative by no later than the Notice Date and shall be
6 accessible for a period of no longer than hundred and twenty (120) days
7 following the passage of the Effective Date.

8 9.3. Notice to State and Federal Officials. In compliance with the Attorney
9 General notification provision of the Class Action Fairness Act of 2005 (“CAFA”),
10 28 U.S.C. Section 1715, within ten (10) days after the Motion for Preliminary
11 Approval is filed, the Settlement Administrator shall cause notice of this proposed
12 Settlement to be served on the Attorney General of the United States and the
13 Attorneys General of each State or territory. The Settlement Administrator shall file
14 with the Court a certification stating the date(s) upon which such CAFA notices were
15 sent. The Settlement Administrator will provide counsel for the Settling Parties with
16 any substantive responses received in response to any CAFA notice served.

17 9.4. Responsibilities of Settlement Administrator.

18 9.4.1. The Settlement Administrator will help implement the terms of
19 this Settlement Agreement and the Preliminary Approval Order. The
20 Settlement Administrator shall be responsible for administrative tasks,
21 including, without limitation, (a) arranging, as set forth in this Section and in
22 the Preliminary Approval Order, for distribution of Class Notice and Claim
23 Form (in the forms approved by the Court) to Settlement Class members, (b)
24 answering inquiries from Settlement Class members or forwarding such
25 inquiries to Class Counsel or its designee, (c) receiving and maintaining on
26 behalf of the Court and the Parties any Settlement Class member
27 correspondence regarding a Request for Exclusion from the Settlement, (d)
28 posting the Class Notice, the Claim Form, and other related documents, (e)

1 receiving and processing claims and distributing Settlement Payments, (f)
2 answering inquiries and providing information, and (g) otherwise assisting
3 with implementation and administration of the Settlement.

4 9.4.2. The Settlement Administrator shall abide by the following
5 performance standards: (a) the Settlement Administrator shall accurately and
6 neutrally describe, and shall train and instruct its employees and agents to
7 accurately and objectively describe, the provisions of this Settlement
8 Agreement in communications with Settlement Class members; and (b) the
9 Settlement Administrator shall provide prompt, accurate, and objective
10 responses to inquiries from counsel for the Settling Parties.

11 9.5. General Claims Administration and Review of Claims. The Settlement
12 Administrator shall be responsible for reviewing and administering all claims to
13 determine their validity. The Settlement Administrator shall reject any claim that
14 does not comply in any material respect with the instructions on the Claim Form or
15 the terms of this Settlement Agreement, or is submitted after the Claims Deadline,
16 or is otherwise determined to be invalid, incomplete or fraudulent.

17 9.6. Claims Process. The Settlement Administrator shall retain copies of all
18 claims submitted, all documentation of claims approved or denied, and all
19 Settlement Payments made. The Settlement Administrator agrees to be subject to the
20 direction and authority of the Court with respect to the administration of the
21 Settlement, including the Settlement Payments made to Authorized Claimants
22 pursuant to the terms of this Settlement Agreement. Upon determining a claim
23 submitted pursuant to this Settlement Agreement is valid and the amount of the
24 Settlement Payment, the Settlement Administrator shall notify counsel for the
25 Settling Parties by email of that determination. Sports Research shall be permitted
26 to submit to the Settlement Administrator, with a copy to Class Counsel, any
27 information demonstrating that the submitted claim is not valid. The Settlement
28 Administrator may then contact the Claimant who submitted the claim to request

1 any further information. The Settlement Administrator shall then make a final
2 determination that is not challengeable by any Party.

3 9.7. A Claimant may complete a Claim Form and submit it by U.S. mail or
4 online at the Settlement Website. A Claim Form may also be requested by calling
5 the Toll-Free number provided by the Settlement Administrator or by writing to the
6 Settlement Administrator.

7 9.8. To be eligible for a Settlement Payment, a Claimant must timely submit
8 a signed and completed Claim Form containing his or her name, mailing address,
9 and email address. A Claim Form must be postmarked or submitted online no later
10 than the Claims Deadline.

11 9.9. All disputes relating to the Settlement Administrator's ability and need
12 to perform its duties shall be referred to the Court, if necessary, which will have
13 continuing jurisdiction over the terms and conditions of the Settlement until all
14 obligations contemplated by the Settlement have been carried out.

15 9.10. Declaration of Compliance. Within five (5) calendar days after the
16 Claims Deadline, the Settlement Administrator shall provide the Settling Parties
17 with a declaration attesting to completion of the notice process set forth in this
18 Section.

19 9.11 Costs of Notice and Administration. The Settlement Fund will be used
20 to pay the cost of class notice and claims administration in the amount of up to and
21 not to exceed \$150,000.00, or a lesser or greater amount as ordered by the Court.

22 **10. Settlement Consideration**

23 10.1. Class Benefits. Class Counsel and Plaintiff believe the Settlement
24 confers substantial benefits upon the Settlement Class, as identified below,
25 particularly as weighed against the risks associated with the defenses and arguments
26 raised, and will continued to be raised, by Defendant, including the risk of class
27 decertification; the risks associated with the inherent uncertain nature of a litigated
28 outcome; the complex nature of the Action in which Class Counsel have reviewed

1 internal and confidential documents; the difficulty and complexity of calculating
2 actual economic harm allegedly attributable to purportedly false or misleading
3 representations relating to the Product; and the length and expense of continued
4 proceedings through trial and appeals. Based on their evaluation of such factors,
5 Class Counsel and Plaintiff have determined that the Settlement, as negotiated by
6 the Settling Parties through the assistance of an experienced mediator, based on the
7 terms set forth herein, is in the best interests of the Settlement Class.

8 10.2 The Settlement includes cash payments or monetary relief and non-
9 monetary relief as set forth below.

10 10.2.1. For Settlement Class members who have not excluded
11 themselves from the Settlement and submit a timely and valid Claim Form,
12 Sports Research will provide \$20.00 in cash to each Settlement class member
13 who purchased the Product (any size) during the Class Period, limited to one
14 claim per household. No additional proof of purchase will be required beyond
15 a timely submitted and completed claim form and no evidence of multiple
16 purchases will entitle a claimant to receive compensation in excess of \$20.00
17 (unless distribution is increased *pro rata* subject to paragraph 10.2.3 below).
18 The monetary relief described in this paragraph is to be paid from the
19 Settlement Fund, subject to Paragraph 10.2.3. below.

20 10.2.2. The actual amount paid to individual Authorized
21 Claimants will depend upon the number of accepted Claims. Adequate and
22 customary procedures and standards will be used by the Settlement
23 Administrator to prevent the payment of fraudulent claims and to ensure that
24 only legitimate Claims are paid.

25 10.2.3. If the amount of valid claims timely submitted by class members
26 exceeds the amount in the Settlement Fund, cash payments to Settlement
27 Class members who submit timely and valid claims will be reduced *pro rata*
28 until the funds remaining in the Settlement Fund are exhausted. If the amount

1 of valid claims timely submitted by class members does not exhaust the
2 amount in the Settlement Fund after payment of Notice and Settlement
3 Administrator expenses, a Fee and Expense Award, any necessary taxes, tax
4 expenses, Incentive Awards, and the total amount of all Authorized Claims,
5 cash payments to class members will increase *pro rata* until the funds
6 remaining in the Settlement Fund are exhausted.

7 10.3. Sports Research agrees to the following injunctive relief: Sports
8 Research will agree to discontinue selling the Product with labels that contain the
9 statements “weight management support,” “appetite suppression,” and/or “appetite
10 control” for a period of five (5) years from the Court’s entry of the Final Order and
11 Judgment. Sports Research estimates that it has spent approximately \$50,000 to
12 remove such labeling statements from the Product’s labels. The injunctive relief set
13 forth in this Section shall be for a period of five (5) years; provided, however, that
14 nothing herein shall prevent Sports Research from asking the Court to modify such
15 injunctive relief at an earlier date on one or more of the following grounds: (1) that
16 the U.S. Food and Drug Administration (“FDA”) has taken the unambiguous
17 position that garcinia cambogia can and does provide “weight management,”
18 “appetite suppression,” or “appetite control” benefits; (2) the National Institute of
19 Health (“NIH”) unambiguously endorses or supports the position that garcinia
20 cambogia can and does provide “weight management,” “appetite suppression,” or
21 “appetite control” benefits; and/or (3) the totality of scientific evidence available
22 supports the finding that garcinia cambogia can and does provide “weight
23 management,” “appetite suppression,” or “appetite control” benefits.

24 10.4. Sports Research shall cause to be deposited Two Hundred Thousand
25 Dollars (\$200,000.00) of the Cash Payment into the Settlement Fund within thirty
26 (30) calendar days following the entry of the Preliminary Approval Order. Sports
27 Research shall cause to be deposited the remainder of the Cash Payment into the
28 Settlement Fund no later than seven (7) calendar days following the Effective Date.

1 10.5. The Settlement Fund shall be maintained by the Settlement
2 Administrator, which will act as the escrow agent for and place the Settlement Fund
3 in an interest-bearing Escrow Account, subject to approval by the Court.

4 10.6. The Settlement Fund shall be used to pay in full and in the following
5 order: (a) any necessary taxes and tax expenses; (b) all costs associated with the
6 Settlement Administrator's administration of the Settlement, including costs of
7 providing Notice to Settlement Class members, processing Claims, and all costs
8 relating to providing necessary notices in accordance with the Class Action Fairness
9 Act of 2005, 28 U.S.C. Sections 1715 *et seq.*; (c) any Fee and Expense Award made
10 by the Court to Class Counsel under Section 11 of this Settlement Agreement; and
11 (d) any Incentive Award made by the Court to the Plaintiff under Section 11 of this
12 Settlement Agreement; and (e) payments to Authorized Claimants and any others as
13 allowed by this Settlement Agreement and approved by the Court. The Cash
14 Payment represents the limit and extent of Sports Research's monetary obligations
15 under this Settlement Agreement.

16 10.7. The Settlement Administrator shall send correspondence to any
17 applicable Claimant explaining rejection of his or her Claim no later than fifteen (15)
18 days after the Claims Deadline. If any claimant whose Claim Form has been rejected,
19 in whole or in part, desires to contest such rejection, the claimant must within ten
20 (10) business days from receipt of the rejection, transmit to the Settlement
21 Administrator by e-mail or U.S. mail a notice and statement of reasons indicating
22 the claimant's grounds for contesting the rejection, along with any supporting
23 documentation, and requesting further review by the Settlement Administrator in
24 consultation with counsel for the Settling Parties of the denial of the claim. If counsel
25 for the Settling Parties cannot agree on a resolution of the claimant's notice
26 contesting the rejection, the disputed claim shall be presented to the Court or a
27 referee appointed by the Court for summary and non-appealable resolution.

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1 10.8. The Settlement Administrator will send payment directly to the
2 Authorized Claimant within thirty (30) calendar days after the passage of the
3 Effective Date. The Settlement Administrator will process direct credit or payment
4 via physical check, PayPal, Venmo, Amazon, or electronic Automated Clearing
5 House (“ACH”) transactions.

6 **11. Award of Fees and Expenses to Class Counsel and Incentive**
7 **Award to Plaintiff**

8 11.1. An award of Fees and Expenses shall be made from the Settlement
9 Fund to Class Counsel. Class Counsel may make an application for an award of fees
10 not to exceed one third of the Settlement Consideration and an award of expenses
11 not to exceed \$150,000.00. Subject to the terms and conditions of this Settlement
12 Agreement and any order of the Court, the Settlement Administrator will pay the
13 Fee and Expense Award to Class Counsel out of the Settlement Fund within fifteen
14 (15) days after the passage of the Effective Date. Defendant agrees that Class
15 Counsel is entitled to reasonable attorneys’ fees and unreimbursed expenses incurred
16 in the Action as the Fee and Expense Award from the Settlement Fund. The amount
17 of the Fee and Expense Award shall be determined by the Court based on petition
18 from Class Counsel.

19 11.2. Class Counsel shall have the sole and absolute discretion to allocate and
20 distribute the Fee and Expense Award among Class Counsel.

21 11.3. Class Counsel may ask the Court for an Incentive Award from the
22 Settlement Fund to Plaintiff Cynthia Ford in the amount of Five Thousand Dollars
23 (\$5,000.00). Any Incentive Award approved by the Court shall be paid by the
24 Settlement Administrator from the Settlement Fund within fifteen (15) days after the
25 passage of the Effective Date.

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1 **12. Additional Conditions of Settlement, Effect of Disapproval,**
2 **Cancellation, or Termination**

3 12.1 If more than 400 class members opt-out or otherwise exclude
4 themselves from the Settlement, Sports Research shall have, in its sole and absolute
5 discretion, the option to terminate the Settlement, including this Settlement
6 Agreement, by providing written notice of its decision to do so by email to Class
7 Counsel within 14 calendar days after the Settlement Administrator provides written
8 notice by email to counsel for the Settling Parties.

9 12.2 In the event this Settlement Agreement is not approved by the Court or
10 the Settlement set forth herein is terminated or fails to become effective in
11 accordance with its terms, the Settling Parties shall be restored to their respective
12 pre-settlement positions in the Action, including with regard to any agreements
13 concerning tolling and similar agreements, and this entire Settlement Agreement
14 shall become null and void. The entire amount deposited into the Settlement Fund
15 (to the extent it was deposited), except for any amount spent on Class Notice, shall
16 be promptly returned to Sports Research.

17 12.3. The Parties and their counsel agree to cooperate fully with one another
18 and to use their best efforts to effectuate the Settlement, including, without
19 limitation, in seeking Preliminary Approval and Final Approval of the Settlement,
20 carrying out the terms of this Settlement Agreement, in the occurrence of the
21 Conditions Precedent, and promptly agreeing upon and executing all such other
22 documentation as may be reasonably required to obtain final approval by the Court
23 of the Settlement. The Parties shall cooperate in good faith and undertake all
24 reasonable actions and steps in order to accomplish the events described in this
25 Settlement Agreement.

26 **13. Releases**

27 13.1. As of the Effective Date, each Settlement Class member shall be
28 deemed to have, and by operation of the Final Order and Judgment shall have, fully,

1 finally, and forever released, relinquished, and discharged all Released Claims
2 against the Released Parties arising from, under or relating to any law or jurisdiction
3 including without limitation, state, federal or local law or otherwise.

4 13.2. Notwithstanding the above, the Court shall retain continuing
5 jurisdiction over the Parties and the Settlement Agreement with respect to the future
6 performance of the terms of the Settlement Agreement, and to assure that all
7 payments and other actions required of any of the Parties by the Settlement are
8 properly made or taken. All Parties hereto submit to the jurisdiction of the Court for
9 purposes of implementing and enforcing the terms embodied in this Settlement
10 Agreement.

11 **14. Miscellaneous Proceedings**

12 14.1. Pending entry of the Preliminary Approval Order and the entry of the
13 Final Order and Judgment, the Settling Parties agree to stay all proceedings in this
14 Action, except those incident to the Settlement itself.

15 14.2. The Settling Parties agree to use their reasonable best efforts to prevent,
16 stay, or seek dismissal of, or to oppose entry of any interim or final relief in favor
17 of, any claim by any member of the Settlement Class in any litigation that would be
18 barred by the releases contemplated by this Settlement Agreement, and any other
19 litigation against any of the Parties challenging the Settlement, or that otherwise
20 involves, directly or indirectly, a Released Claim.

21 14.3. The Settling Parties and their undersigned counsel agree to undertake
22 their best efforts and mutually cooperate to effectuate this Settlement Agreement and
23 the terms of the Settlement set forth herein, including taking all steps and efforts
24 contemplated by this Settlement Agreement and any other steps and efforts which
25 may become necessary by order of the Court or otherwise.

26 14.4. The undersigned represent that they are fully authorized to execute and
27 enter into the terms and conditions of this Settlement Agreement.

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1 14.5. This Settlement Agreement contains the entire agreement among the
2 Settling Parties and supersedes any prior agreements or understandings between
3 them. All terms of this Settlement Agreement are contractual and not mere recitals
4 and shall be construed as if drafted by all Parties. The presumption found in
5 California Civil Code Section 1654 (and equivalent, comparable, or analogous
6 provisions of the laws of the United States of America or any State or territory
7 thereof, or of the common law or civil law) that uncertainties in a contract are
8 interpreted against the party causing an uncertainty to exist is hereby waived by all
9 Parties.

10 14.6. The terms of this Settlement Agreement are and shall be binding upon
11 each of the Parties, their agents, attorneys, employees, successors and assigns, and
12 upon all other persons claiming any interest in the subject matter through any of the
13 Parties, including any Settlement Class member.

14 14.7. Whenever this Settlement Agreement requires or contemplates that one
15 Party shall or may give notice to the other, or that the Settlement Administrator shall
16 give notice or communicate with the Settling Parties, such notice or other
17 communication shall be provided by email, or next day (excluding Sunday) express
18 delivery service as follows:

19 If to Plaintiff, then to:

20 Ronald A. Marron
21 Lilach Halperin
22 **LAW OFFICES OF RONALD A. MARRON**
23 651 Arroyo Drive
24 San Diego, CA 92103
25 Email: *ron@consumersadvocates.com*
26 Email: *lilach@consumersadvocates.com*

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1 If to Defendant, then to:

2 James G. Munisteri
3 Jaikaran Singh
4 **FOLEY & LARDNER LLP**
5 11988 El Camino Real, Suite 400
6 San Diego, CA 92130
7 Email: jsingh@foley.com
8 Email: jmunisteri@foley.com

9 14.8. The time periods and dates described in this Settlement Agreement with
10 respect to the giving of notices and hearings are subject to approval and change by
11 the Court or by the written agreement of the Settling Parties, without notice to
12 Settlement Class members. The Parties reserve the right, by agreement and subject
13 to the Court's approval, to grant any reasonable extension of time that might be
14 needed to carry out any of the provisions of this Settlement Agreement.

15 14.9. All time periods set forth herein shall be computed in calendar days
16 unless otherwise expressly provided. In computing any period of time prescribed or
17 allowed by this Settlement Agreement or by order of the Court, the day of the act,
18 event, or default from which the designated period of time begins to run shall not be
19 included. The last day of the period so computed shall be included, unless it is a
20 Saturday, Sunday, or legal holiday or, when the act to be done is the filing of a paper
21 in Court, a day in which weather or other conditions have made the Office of the
22 Clerk or the Court inaccessible, in which event the period shall run until the end of
23 the next day. As used in this subsection, "legal holiday" includes New Year's Day,
24 Martin Luther King, Jr.'s Birthday, Washington's Birthday, Memorial Day,
25 Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day,
26 Christmas Day, and any other day appointed as a holiday by the President or the
27 Congress of the United States.

28 14.10. The Parties, their successors and assigns, and their attorneys undertake
to implement the terms of this Settlement Agreement in good faith and to use good

1 faith in resolving any disputes that may arise in the implementation of the terms of
2 this Settlement Agreement.

3 14.11. This Settlement Agreement may be amended or modified only by a written
4 instrument signed by counsel for the Settling Parties. Amendments and
5 modifications may be made without additional notice to the Settlement Class
6 members unless such notice is required by the Court.

7 14.12. Neither this Settlement Agreement nor any act performed or document
8 executed pursuant to or in furtherance of this Settlement Agreement: (a) is or may
9 be deemed to be or may be used as an admission or evidence of the validity or merit
10 of any Released Claim, or of any wrongdoing or liability of Sports Research, or of
11 the propriety of Class Counsel maintaining the Action as a class action; or (b) is or
12 may be deemed to be or may be used as an admission or evidence of any fault or
13 omission of Sports Research in any civil, criminal, or administrative proceeding in
14 any court, administrative agency, or other tribunal, except that Sports Research may
15 file this Settlement Agreement or the Final Order and Judgment in any action that
16 may be brought by or against any Released Party in order to support a defense or
17 counterclaim based on principles of res judicata, collateral estoppel, release, good
18 faith settlement, judgment bar, or reduction, or any other theory of claim preclusion,
19 issue preclusion, or similar defense or counterclaim.

20 14.13. The Court shall retain jurisdiction with respect to the implementation
21 and enforcement of the terms of this Settlement Agreement, and all Parties hereto
22 submit to the jurisdiction of the Court for purposes of implementing and enforcing
23 the settlement embodied in this Settlement Agreement.

24 14.14. This Settlement Agreement shall be deemed to have been executed
25 upon the last date of execution by the undersigned.

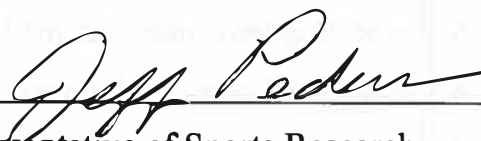
26 14.15. This Settlement Agreement may be executed in counterparts, each of
27 which shall constitute an original.

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1 **IN WITNESS THEREOF**, the Settling Parties hereto have caused this
2 Settlement Agreement to be executed by their duly authorized representatives.

3
4 **UNDERSTOOD AND AGREED:**

5
6 Dated: 1/11/2024

By: 

Representative of Sports Research
Corporation

7
8
9 Dated: 1/12/2024

By: 

Plaintiff Cynthia Ford

10
11 **EXHIBITS**

12 Exhibit A: Claim Form
13 Exhibit B: Long Form Notice
14 Exhibit C: Notice Plan
15 Exhibit D: [Proposed] Preliminary Approval Order
16 Exhibit E: Request for Exclusion Form
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