

Giffin v. Universal Protein Supplements Co.
Case No. BC613414, Superior Court of the State of
California, County of Los Angeles
www.universalclasssettlement.com

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

- A settlement has been reached between Universal Protein Supplements Corporation d/b/a/ Universal Nutrition, Universal USA and/or Animal Pak (“Defendant”), and Marcus Giffin (the “Class Representative” or “Plaintiff”), individually and on behalf of the Settlement Class.
- The settlement resolves a class action lawsuit about allegations that Defendant violated California state law by labeling its Class Products (Exhibit E of the Settlement Agreement) with a “Made Proudly in the USA” label (or some derivative there of). The lawsuit did not claim that the Product caused anyone physical injury or harm.
- Defendant denies all of the allegations and is settling to avoid the expense and distraction of litigation. The settlement does not mean Defendant did anything wrong, and the Court has not decided that Defendant did anything wrong.
- The settlement provides cash payments to individuals who purchased the Product and submit a Valid Claim.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A VALID CLAIM	The only way to get a cash payment, if you qualify.
EXCLUDE YOURSELF	This is the only option that allows you to be part of any other lawsuit against Defendant about the legal claims in this case.
OBJECT	Tell the Court about why you don’t like the settlement.
GO TO A HEARING	Ask to speak in Court about the settlement.
DO NOTHING	Get no benefits. Give up rights to be part of any other lawsuit against Defendant about the legal claims in this case.

- 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. Cash payments for valid claims will be issued only if the Court approves the settlement and after the time for appeals has ended and any appeals are resolved. Please be patient.

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BASIC INFORMATION

1. Why was this notice issued?

A Court authorized this notice because you have a right to know about the proposed settlement in this class action lawsuit, and about all of your options, before the Court decides whether to give “final approval” to the settlement. This notice explains the lawsuit, the settlement, and your legal rights.

The case is known as *Marcus Giffin, individually and on behalf of all others similarly situated, Plaintiff, v. Universal Protein Supplements Corporation d/b/a/ Universal Nutrition, Universal USA, and/or Animal Pak*, Superior Court of the State of California, County of Los Angeles, No. BC613414 (the “Action”). The person who sued is called the Plaintiff. The company being sued, *Universal Protein Supplements Corporation*, is called the Defendant.

2. What is the lawsuit about?

On March 21, 2016, Plaintiff filed this Action on behalf of himself and all others similarly situated alleging that Defendant violated California state law by improperly labeling and selling its products as being “Made Proudly in the USA,” or some derivative thereof. Plaintiff does not claim that the Product caused anyone physical injury or harm.

Defendant denies any wrongdoing or liability arising out of any of the facts or conduct alleged in the Action and believes that it has valid defenses to the allegations. The Court has not decided that Defendant did anything wrong, and the settlement does not mean Defendant broke the law. Both the Plaintiff and Defendant believe that the settlement is fair, adequate, and reasonable and that it is in the best interests of the Settlement Class.

3. Why is this a class action?

In a class action one or more people called “Class Representative(s)” (in this case, Marcus Giffin) sue on behalf of people who have similar claims. All of these people or entities are a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a settlement?

Both sides agreed to the settlement to avoid the cost and risk of further trial. The settlement does not mean that any law was broken. Defendant denies all of the legal claims in this case. The Class Representative and the lawyers representing him think the settlement is best for all Class Members.

WHO IS IN THE SETTLEMENT?

To see if you are affected or if you can get benefits, you first have to determine whether you are a Settlement Class member.

5. How do I know if I am part of the settlement?

You are a member of the Settlement Class if you purchased for personal consumption, and not for re-sale, the Class Product in the United States from March 21, 2012 until the date this Settlement is preliminarily approved by the Court (i.e., December 28, 2016). These dates are referred to as the “Class Period.”

6. I’m still not sure if I’m included in the settlement.

If you are not sure whether you are included in the Class, call 1-855-309-1484 or go to www.universalclasssettlement.com.

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. What does the settlement provide?

The parties have agreed to a settlement payment (the “Class Settlement Payment”), to be paid by Defendant for the benefit of Class Members who purchased a Class Product for personal consumption, and not for re-sale, in California between March 21, 2012 and until the date this Settlement is preliminarily approved by the Court (i.e., December 28, 2016). The parties have agreed that the costs to administer this Settlement, reasonable attorneys’ fees and costs, and an incentive award to the Class Representative will be paid by Defendant.

In order to make a claim, Class Members must complete a Claim Form and provide an affirmation that the Class Member personally purchased one or more of the Class Products in California during the relevant Class Period. Class Members who submit a Valid Claim will be entitled to a maximum payment of \$20.

In the event that claims do not exceed \$125,000, the remaining settlement funds will be donated to a court-approved charitable organization.

More details are in a document called the Settlement Agreement, which is available at www.universalclasssettlement.com.

8. What am I giving up in exchange for the settlement benefits?

If the settlement becomes final, Class Members will be releasing Defendant and all related people and entities for all the claims described and identified in Section 7 of the Settlement Agreement (called the “Class Released Claims”). The Settlement Agreement is available at www.universalclasssettlement.com. The Settlement Agreement describes the Class Released Claims with specific descriptions, in necessarily accurate legal terminology, so read it carefully. You can talk to one of the lawyers listed below for free or you can, of course, talk to your own lawyer if you have questions about the released claims or what they mean.

HOW TO GET A CASH PAYMENT—SUBMITTING A VALID CLAIM FORM

9. How can I get a cash payment?

To ask for a cash payment you must complete and submit a Claim Form along with the required supporting information. If one was not already sent to you, you can get a Claim Form at www.universalclasssettlement.com or by calling this number 1-855-309-1484. The Claim Form describes what you must provide to prove your claim and receive a cash payment. Please read the instructions carefully, fill out the Claim Form, and either submit it online at www.universalclasssettlement.com or mail it postmarked no later than, **June 10, 2017** to:

Universal Protein Supplements Corporation Class Action
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

10. When will I get my check?

Checks will be mailed to Class Members who send in valid Claim Forms on time, after the Court grants “final approval” of the settlement, and after the time for appeals has ended and any appeals have been resolved. If the judge approves the settlement after a hearing on **July 26, 2017** (see the section “The Court’s Fairness Hearing” below), there may be appeals. Resolving these appeals can take time. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue Defendant over the legal issues in this case, you must take steps to get out of the settlement. This is called asking to be excluded from—sometimes called “opting out” of—the Class.

11. If I exclude myself, can I get anything from the settlement?

If you ask to be excluded, you will not get a cash payment, and you cannot object to the settlement. But you may sue, continue to sue, or be part of a different lawsuit against Defendant in the future. You will not be bound by anything that happens in this lawsuit.

12. If I don't exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue Defendant for the claims that this settlement resolves. You must exclude yourself from *this* Class to start or continue your own lawsuit.

13. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail saying that you want to be excluded from *Giffin v. Universal Protein Supplements Co.*, Superior Court of California, County of Los Angeles, Case No. BC613414. Be sure to include your name, address, the approximate date of purchase, and your signature. You can't ask to be excluded at the website or on the phone. You must mail your exclusion request postmarked no later than **June 19, 2017** to:

Universal Settlement Exclusions
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

Requests to opt-out that do not include all required information and/or that are not submitted on a timely basis, will be deemed null, void, and ineffective. Settlement Class Members who fail to submit a valid and timely Request for Exclusion on or before the Objection/Exclusion Deadline shall be bound by all terms of the settlement and any Final Judgment entered in this Action if the Settlement is approved by the Court, regardless of whether they ineffectively or untimely requested exclusion from the settlement.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in the case?

The Court has designated the lawyers at KAZEROUNI LAW GROUP, APC and HYDE & SWIGART to represent you as “Class Counsel.” You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

15. How will the costs of the lawsuit and settlement be paid?

The Settlement Administrator's and Notice Provider's costs and fees associated with administering the Settlement, including all costs associated with providing the Notice of Settlement, will be paid by Defendant. Class Counsel's reasonable attorneys' fees and costs, in an amount not to exceed \$137,500, will also be paid by Defendant, subject to Court approval. The Class Representative will also request that the Court approve a payment to him of up to \$5,000 to be paid by Defendant from the Class Settlement Fund, as an incentive award for his participation as the Class Representative, for taking on the risk of litigation, and for settlement of his individual claims as a Class Member in this Action. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can tell the Court if you don't agree with the settlement or some part of it.

16. How do I tell the Court if I don't like the settlement?

You can object to the settlement if you don't like some part of it. You must give reasons why you think the Court should not approve it. To object, send a letter saying that you object to *Giffin v. Universal Protein Supplements Co.*, Superior Court of California, County of Los Angeles, Case No. BC613414. Be sure to include your name, address, telephone number, your signature, the reasons why you object to the settlement, all documents you want the Court to consider, and indicate whether you or your attorney will appear at the fairness hearing (see the section on the "Court's Fairness Hearing" below). Additionally, please include all previous class action objections made by you, if any, including the name(s) of the case(s), the case(s) number(s), the court(s), an explanation on how the objection(s) was/were resolved, and any consideration paid for the objection(s). Mail the objection to the addresses below so that it is postmarked no later than **June 19, 2017**:

ADMINISTRATOR	CLASS COUNSEL	DEFENSE COUNSEL
Universal Objections c/o ILYM Group, Inc. P.O. Box 2031 Tustin, CA 92781	Abbas Kazerounian, Esq. Andrei Armas, Esq. KAZEROUNI LAW GROUP, APC 245 Fischer Avenue, Suite D1 Costa Mesa, CA 92626 Joshua B. Swigart, Esq. HYDE & SWIGART 2221 Camino Del Rio South, Suite 101 San Diego, CA 92108-3551	David J. Kaminski, Esq. CARLSON & MESSER, LLP 5959 W Century Boulevard, Suite 1214 Los Angeles, CA 90045

17. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. If you have filed an objection on time you may attend and you may ask to speak, but you don't have to.

18. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at **10:00 a.m.** on **July 26, 2017** at the **600 South Commonwealth Ave., Courtroom 309, Los Angeles, CA 90005**. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.universalclasssettlement.com. 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 judge will only listen to people who have asked to speak at the hearing (see Question 20). The Court will also decide how much to pay the Class Representative and the lawyers representing the Class Members. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the judge may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. If you have sent an objection but do not come to the Court hearing, however, you will not have a right to appeal an approval of the settlement. You may also pay another lawyer to attend on your behalf, but it's not required.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intent to Appear in the *Giffin v. Universal Protein Supplements Co.*" Be sure to include your name, address, telephone number, and your signature. Your Notice of Intent to Appear must be postmarked no later than **June 19, 2017**, and be sent to the addresses listed in Question 16. You cannot speak at the hearing if you excluded yourself from the Class.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you are a Class Member and do nothing, you will not receive a payment from this settlement. And, unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant about the claims in this case.

GETTING MORE INFORMATION

22. How do I get more information?

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement, download a Claim Form and review additional case information at www.universalclasssettlement.com. You may also call toll-free 1-855-309-1484.