

## CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Settlement and Release Agreement (“Settlement Agreement” or “Settlement”) is entered into by and among Lori MacNaughton (“MacNaughton”) and Lisa Ladonski (“Ladonski”) (collectively, “Plaintiffs”), both individually and on behalf of the Settlement Class, and Young Living Essential Oils, LC (“Young Living”) (collectively with Plaintiffs, the “Parties”).

### 1. FACTUAL BACKGROUND AND RECITALS

1.1 On January 20, 2021, MacNaughton filed suit on behalf of herself and others similarly situated claiming that Young Living allegedly engaged in “unlawful and deceptive conduct” in the “marketing, sale and delivery” of its line of essential oil products. MacNaughton’s claims were styled *MacNaughton v. Young Living Essential Oils, LP*, No. 21-cv-00071 (the “NY Litigation”), before the United States District Court for the Northern District of New York (the “NY Court”) as a proposed class action.

1.2 On February 3, 2021, Ladonski served a Notice of Claims on Young Living, asserting the same allegations as those set forth in the NY Litigation.

1.3 On December 16, 2021, the NY Court (Sannes, B.) granted Young Living’s motion to dismiss the operative First Amended Complaint in the NY Litigation pursuant to Federal Rule of Civil Procedure 12(b)(6).

1.4 On February 18, 2022, MacNaughton filed a notice of appeal in the United States Court of Appeals for the Second Circuit.

1.5 On May 2, 2023, the United States Court of Appeals for the Second Circuit reversed the dismissal of the First Amended Complaint and remanded the case to the NY Court.

1.6 On May 26, 2023, the NY Court granted MacNaughton and Young Living’s request for a stay to engage in mediation to resolve the NY Litigation.

1.7 MacNaughton and Young Living participated in private mediation before the Hon. Wayne R. Anderson (Ret.) of JAMS on September 13, 2023. While these initial mediation sessions did not result in a settlement, over the following several months, Plaintiffs and Young Living continued arm’s length negotiations of the terms of a class action settlement until a term sheet was finalized and executed on December 27, 2023.

1.8 The Parties have agreed to settle the Litigation (defined below) according to the terms and conditions set forth herein with the understanding that the outcome of any litigation is uncertain and that achieving a final result through litigation would require substantial additional time, expense, and risk.

1.9 The Parties have further agreed that the NY Litigation should be refiled, and approval of the Settlement sought in the Circuit Court of St. Clair County, Illinois (the “IL Litigation,” and together with the NY Litigation, the “Litigation”).



1.10 Young Living contends that Young Living members, including Settlement Class Members, agreed to arbitrate any claims between them as set forth in Young Living's Member Agreement and Policies and Procedures. Young Living consents to proceed in this court solely for the purposes of settlement. In the event that the Settlement Agreement is not approved or does not become final, or is terminated consistent with the provisions herein, the Litigation will return to the *status quo ante* as if no Settlement Agreement had been negotiated or entered.

1.11 Young Living denies all charges of wrongdoing or liability of any kind whatsoever that Plaintiffs or Settlement Class Members have asserted in the Litigation or may assert in the future. Young Living believes that it is not liable and that it has meritorious defenses to the claims alleged in the Litigation. Although Young Living believes that it ultimately would prevail on the merits, Young Living desires to settle the Litigation and thus avoid the expense, risk, exposure, inconvenience, and distraction of the Litigation. Neither this Settlement Agreement, nor any negotiation or act performed or document created in relation to the Settlement Agreement or negotiation or discussion thereof is, or may be deemed to be, or may be used as, an admission of any wrongdoing by Young Living.

1.12 Following the Parties' arm's-length negotiations with the assistance of a mutually selected, experienced mediator, the Parties now seek to enter into this Settlement Agreement. Plaintiffs and Class Counsel have conducted an investigation into the facts and the law regarding the Lawsuit and have concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate, and in the best interests of Plaintiffs and the Settlement Class, recognizing: (1) the existence of complex and contested issues of law and fact; (2) the risks inherent in litigation; (3) the likelihood that future proceedings will be unduly protracted and expensive if the Litigation is not settled by voluntary agreement; and (4) the magnitude of the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever.

1.13 Considering the cost, risks, and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.

1.14 In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Litigation be settled and compromised, and that the Releasing Parties release the Released Parties of the Released Claims, without costs as to the Released Parties, Plaintiffs, Class Counsel, or the Settlement Class, except as explicitly provided for in this Settlement Agreement, subject to the approval of the Court, on the following terms and conditions.

## 2. DEFINITIONS

In addition to any definitions set forth elsewhere in this Settlement Agreement, the following terms shall have the meanings set forth below:

2.1 "Amount Payable for Approved Claims" means the total monetary amount of all Approved Claims.

2.2 "Approved Claim" means a Claim Form submitted by a Claimant that is timely and submitted in accordance with the directions on the Claim Form and the terms of this Settlement Agreement and satisfies the conditions of eligibility for a Settlement Payment as set forth in this Settlement Agreement.

2.3 "Claimant" means a Settlement Class Member who submits a Claim Form.

2.4 "Claims Deadline" means the date by which all Claim Forms must be postmarked or submitted electronically to be considered timely and shall be set as a date no later than forty-five (45) calendar days following the Notice Date. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

2.5 "Claim Form" means the document substantially in the form attached hereto as **Exhibit A**, as approved by the Court. Settlement Class Members who wish to file a claim for a Settlement Payment must submit a Claim Form which will be accessible by using a unique identifier issued by the Settlement Administrator, or via a paper Claim Form (if requested by the Settlement Class Member). The Claim Form will require a claiming Settlement Class Member to provide the following information: (i) full legal name; (ii) Proof of Purchase, as applicable; and (iii) a sworn statement attesting to the veracity and accuracy of the information provided.

2.6 "Class," "Settlement Class," "Class Member," or "Settlement Class Member" means each member of the settlement class, as defined in Section 3 of this Settlement Agreement, who does not timely elect to be excluded from the Settlement Class and includes Plaintiffs.

2.7 "Class Counsel" means the law firm of Milberg Coleman Bryson Phillips Grossman PLLC, and the law firm of Siri & Glimstad LLP.

2.8 "Counsel" or "Counsel for the Parties" means both Class Counsel and Young Living's Counsel, collectively.

2.9 "Court" means the Circuit Court of St. Clair County, Illinois, and their successors, if any, or any other judge who shall have jurisdiction over the IL Litigation.

2.10 "Effective Date" means the date when the Settlement Agreement becomes Final.

2.11 "Fee Petition" means the motion to be filed by Plaintiffs and Class Counsel, in which they will seek approval of an award of attorneys' fees and costs, as well as Service Awards for the Class Representatives.

2.12 "Fee Award" means the amount of attorneys' fees and reimbursement of costs awarded by the Court to Class Counsel.

2.13 "Final" means one business day after the latest of the following events: (i) if there are no objectors, the date of entry of the Final Approval Order; (ii) if there are one or more objectors, the date upon which the time expires for filing or noticing any appeal of the Final

Approval Order; (iii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to any Fee Award, the date of completion, in a manner that finally affirms and leaves in place the Final Approval Order without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iv) the date of final dismissal of any appeal or the final dismissal of any proceeding on appeal with respect to the Final Approval Order.

2.14 “Final Approval Hearing” means the hearing before the Court where Plaintiffs will request a judgment to be entered by the Court approving the Settlement Agreement, approving the Fee Award, and approving Service Awards to the Class Representatives.

2.15 “Final Approval Order” means the final approval order to be entered by the Court approving the settlement of the IL Litigation in accordance with this Settlement Agreement after the Final Approval Hearing and dismissing the IL Litigation with prejudice.

2.16 “Household” means all individuals who resided at one physical address at any time between January 1, 2017 and the date of the Preliminary Approval Order.

2.17 “IL Complaint” means the document titled Class Action Complaint filed as part of settlement approval proceedings for the IL Litigation in the Circuit Court of St. Clair County, Illinois.

2.18 “Long Notice” means the long form notice, which is to be posted on the Settlement Website as set forth in the Settlement Agreement and Exhibit C.

2.19 “Notice” means the email notice of this proposed Settlement, which is to be provided substantially in the manner set forth in this Settlement Agreement and Exhibit B, consistent with the requirements of due process.

2.20 “Notice Date” means the date by which to initiate the Notice to the Settlement Class, which shall be a date no later than fourteen (14) days after entry of the Preliminary Approval Order.

2.21 “Objection/Exclusion Deadline” means the date by which a written objection to this Settlement Agreement must be postmarked and/or filed with the Court and submitted to Class Counsel, and the date by which a request for exclusion submitted by a person within the Settlement Class must be postmarked, and which shall be designated as a date thirty (30) days after the Notice Date.

2.22 “Parties” means Plaintiffs and Young Living, collectively.

2.23 “Plaintiffs” or “Class Representatives” means Lori MacNaughton and Lisa Ladonski.

2.24 “Preliminary Approval Order” means the Court’s order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, appointing the

Plaintiffs as Class Representatives, appointing Plaintiffs' Counsel as Class Counsel, approving the form and manner of issuing the Notice, and entering the order substantially in the form set forth in this Settlement Agreement and in Exhibit D attached hereto.

2.25 "Products" means any and all Young Living essential oil products.

2.26 "Proof of Purchase" means an original or copy of a receipt, bill, credit card slip, or any other form of evidence that, in the sole discretion of the Settlement Administrator, constitutes reasonable evidence of purchase, shows the number of units purchased, and contains a date of purchase between January 1, 2017 and the Effective Date.

2.27 "Released Claims" means any and all claims, causes of action, demands, liability, rights, or damages, including attorneys' fees and costs, of every nature and description, whether actual, potential, filed, unfiled, known or unknown (including "Unknown Claims" as defined below), contingent or absolute, mature or not mature, liquidated or unliquidated, accrued or not accrued, concealed or hidden, suspected or unsuspected, regardless of legal or equitable theory and whether arising under federal, state, common, or foreign law, that the Plaintiffs or any other Member of the Settlement Class: (a) asserted in the Litigation; or (b) could have asserted in the Litigation; or (c) were or could have been asserted in any litigation, arbitration, or any other forum, that arise out of, are based upon, or relate to Young Living's advertising and/or marketing of the Products prior to the Effective Date. The Released Claims shall not include claims to enforce the Settlement Agreement.

2.28 "Released Parties" means Young Living and its past, present, and future parents, members, subsidiaries, divisions, associates, affiliates, joint ventures, stockholders or shareholders (in their capacity as shareholders), officers, directors, management, supervisory boards, insurers, general or limited partners, employees, agents, attorneys, servants, trustees, heirs, executors, administrators, representatives (and the parents', subsidiaries', and affiliates' past, present, and future officers, directors, employees, agents, attorneys, servants, and representatives), and the predecessors, successors, heirs, executors, administrators and representatives and assigns.

2.29 "Releasing Parties" means Plaintiffs and the Settlement Class Members and their respective present or past heirs, executors, estates, administrators, trustees, assigns, agents, consultants, independent contractors, insurers, attorneys, accountants, financial and other advisors, investment bankers, underwriters, lenders, and any other representatives of any of these persons and entities acting on behalf of or through Plaintiffs and the Settlement Class Members.

2.30 "Service Award" shall have the meaning ascribed to it as set forth in Section 13 of this Settlement Agreement.

2.31 "Settlement Administration Expenses" means the expenses incurred by the Settlement Administrator in providing Notice, processing claims, responding to inquiries from Settlement Class Members, providing Settlement Payments, related services, and the costs of the escrow account established by the Settlement Administrator for the deposit of sums establishing the Settlement Fund (the "Escrow Account"). The Settlement Administrator anticipates the total cost of settlement administration to be approximately \$250,000.00 ("Estimated Settlement Administration Expenses").

2.32 “Settlement Administrator” means, subject to Court approval, Kroll LLC, the entity mutually selected and supervised by the Parties to administer the Settlement.

2.33 “Settlement Fund” means the total cash commitment of Young Living for purposes of this Settlement, as described in Section 4 of this Settlement Agreement, with a total value of up to five million (\$5,000,000.00), which includes (i) the Amount Payable for Approved Claims; (ii) the amounts to be paid by Young Living for Settlement Administration Expenses, (iii) the Service Awards, and (iv) the Fee Award, which shall be the maximum amount of money Young Living shall be obligated to pay in connection with the Settlement, and which shall constitute the limit and extent of Young Living’s monetary obligations with respect to the Settlement.

2.34 “Settlement Payment” means the payments to be made in response to Approved Claims.

2.35 “Unknown Claims” means claims that could have been raised in the Litigation or in any litigation, arbitration, or any other forum, and that any or all of the Releasing Parties do not know or suspect to exist, which, if known by a Releasing Party might affect his or her agreement to release the Released Parties or the Released Claims or might affect his or her decision to agree, object or not object to the Settlement, or seek exclusion from the Settlement Class.

2.36 “Unit” means any bottle of the Products manufactured by Young Living and sold under the Young Living brand.

2.37 “Young Living’s Counsel” means the law firm of Kirkland & Ellis LLP.

The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Section.

### **3. SETTLEMENT CLASS CERTIFICATION**

3.1 For the purposes of the Settlement only, the Parties stipulate and agree that: (1) the Settlement Class shall be certified in accordance with the definition contained in Paragraph 3.2 below; (2) Plaintiffs shall represent the Settlement Class for settlement purposes and shall be the Class Representatives; and (3) Plaintiffs’ Counsel shall be appointed as Class Counsel.

3.2 Subject to Court approval, the following Settlement Class shall be certified for settlement purposes:

All persons within the United States who purchased essential oil products from Young Living for personal consumption from the period of January 1, 2017 through the date of the Preliminary Approval Order.

3.3 Young Living does not consent to certification of the Settlement Class for any purpose other than to effectuate the Settlement. If for any reason the Settlement is not approved, the Court does not enter a Preliminary Approval Order and/or a Final Approval Order, or final

settlement and resolution of the Litigation as provided for in this Settlement Agreement is not reached, the Litigation will return to the *status quo ante* as if no Settlement Agreement had been negotiated or entered.

#### 4. SETTLEMENT FUND

##### 4.1 Establishment of Settlement Fund

(a) The Settlement Fund shall be funded and paid into an account established and administered by the Settlement Administrator at a financial institution agreed upon by the Parties. The Settlement Fund is intended by the Parties to be treated at all times as a Qualified Settlement Fund pursuant to Section 1.468B-1, *et seq.* of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended, and the Parties shall cooperate with each other and shall not take a position in any filing or before any tax authority that is inconsistent with such treatment. The Settlement Administrator, within the meaning of Treasury Regulation Section 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any taxes and tax-related expenses owed with respect to the Settlement Fund. The Settlement Fund shall be deposited in an interest-bearing account. The Settlement Fund includes all interest that shall accrue on the sums deposited in the Escrow Account. The Settlement Administrator shall provide an account of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

(b) If the Settlement Agreement is not finally approved, the Settlement Fund and any interest earned thereon belongs to Young Living less any Settlement Administration Expenses incurred.

4.2 Young Living will pay a total of up to \$5,000,000 for payment of the following: (i) Approved Claims for benefits submitted by Claimants; (ii) the Settlement Administration Expenses actually incurred by the Settlement Administrator; (iii) the Fee Award; and (iv) any Service Awards.

##### 4.3 Schedule of Payments into Settlement Fund

Young Living will make payments into the Settlement Fund in accordance with the following schedule:

(a) *Settlement Administration Expenses.* \$250,000.00 (Two Hundred Fifty Thousand Dollars) for Settlement Administration Expenses shall be paid into the Settlement Fund within fourteen (14) days following the Preliminary Approval Order.

(b) *Payment of Approved Claims.* As soon as reasonably practical after all validly submitted Claim Forms have been reviewed and approved or rejected, the Settlement Administrator shall notify the Parties of the total Amount Payable for Approved Claims. No later than thirty (30) days from the date that the Settlement Administrator provides such notice, Young Living shall deposit this amount into the Settlement Fund.

Notwithstanding the foregoing, the Amount Payable for Approved Claims shall not exceed \$5,000,000.00 (Five Million Dollars), less the sum of (i) Settlement Administration Expenses, (ii) the Fee Award, and (iii) any Service Award.

(c) *Fee Award.* An amount equal to the Fee Award shall be paid into the Settlement Fund within seven (7) days following the Effective Date.

(d) *Service Award.* An amount equal to Any Service Award shall be paid into the Settlement Fund within seven (7) days following the Effective Date.

#### 4.4 Claims Process

The Settlement Fund shall be allocated to each Claimant who submits an Approved Claim, including the Class Representatives, as follows:

(a) *With Proof Benefit.* Claimants with Proof of Purchase will be eligible for a benefit of \$2.00 (Two Dollars) per Unit, with a maximum benefit amount of \$20.00 (Twenty Dollars) per Household. Claimants with Proof of Purchase will also be eligible to submit a sworn statement attesting to up to five (5) additional purchases to redeem up to an additional \$5.00 (Five Dollars) per Household for claims for which they do not have Proof of Purchase.

(b) *Without Proof Benefit.* Claimants without Proof of Purchase will be eligible for a benefit of \$1.00 (One Dollar) per Unit, with a maximum benefit amount of \$5.00 (Five Dollars) per Household.

(c) *Pro Rata Adjustment.* If the total value of all Approved Claims (without consideration of the Young Living coupons) plus the Service Awards, the Fee Award, payment of Settlement Administration Expenses, any federal, state, and/or local taxes of any kind (including any interest or penalties thereon) and any and all other fees, costs, or expenses exceed the Settlement Amount, the benefits payable to the Claimants shall be reduced *pro rata* so that the total value of all Approved Claims (without consideration of the Young Living coupons) plus the Service Awards, the Fee Award, payment of Settlement Administration Expenses, any federal, state, and/or local taxes of any kind (including any interest or penalties thereon) and any and all other fees, costs, or expenses, does not exceed the Settlement Amount.

(d) *Method of Payment.* Each Claimant may choose to receive his or her payment via check, Venmo, PayPal, or other electronic payment methods. Payment by check will be the default payment method if a Claimant does not state a preferred method of payment.

(e) *Young Living Coupon.* All Claimants who submit an Approved Claim, including the Class Representatives, shall additionally be eligible for a \$5.00 (Five Dollar) Young Living coupon, with total coupon redemptions to be capped at \$5,000,000.00 (Five Million Dollars). Redemption of the \$5.00 (Five Dollar) coupon shall be subject to the following terms and conditions: (i) a Claimant cannot use the coupon on a Young Living loyalty rewards order; (ii) the Claimant cannot combine the voucher with other of Young



Living's offers; (iii) the Claimant's personal volume credit shall be reduced in the same amount as the value of the coupon; (iv) the coupon can be used only on an order of \$25.00 (Twenty-Five Dollars) or more; (v) the coupon will be valid for a period of six (6) months; (vi) the coupon is non-transferrable; and (vii) the coupon is redeemable on one transaction only. Additionally, each coupon will be marked with a unique code to prevent misuse.

(f) The Court may require changes to the method of allocation to Claimants without invalidating this Settlement Agreement, provided that the other material terms of the Settlement Agreement are not altered, including, but not limited to, the scope of the Release, the Notice plan, the scope of the Settlement Class, and the terms and amount of the Settlement Fund.

4.5 A maximum of one claim, submitted on a single Claim Form, may be submitted by each Settlement Class Member. A Settlement Class Member must submit a Claim Form, which will be accessible by using a unique identifier issued by the Settlement Administrator, or via a paper Claim Form (if requested by the Settlement Class Member), and the Claim Form will require a Settlement Class Member to provide the following information: (i) full legal name; (ii) Proof of Purchase, as applicable; and (iii) a sworn statement attesting to the veracity and accuracy of the information provided.

4.6 The Settlement Administrator will be responsible for reviewing all Claim Forms to determine their validity. The final determination of whether a claim is valid or not will rest solely with the Settlement Administrator. The Settlement Administrator will reject any Claim Form that does not comply in any material respect with the instructions on the Claim Form or the terms of this Settlement Agreement, or is submitted after the Claims Deadline.

4.7 Those Claimants whose benefit checks are not cleared within one hundred eighty (180) days after issuance will be ineligible to receive a settlement benefit and Young Living will have no further obligation to make any payment pursuant to this Settlement Agreement or otherwise to such Claimants, provided that for any checks that have not been cashed within ninety (90) days of issuance the Settlement Administrator shall take reasonable steps to contact the Claimant to determine if a new check must be issued. Each check shall say on it that it is "NO LONGER VALID 180 DAYS AFTER ISSUANCE." Unpaid funds from uncleared checks shall be retained by Young Living and shall not otherwise be considered "residual funds" under 735 ILCS 5/2-807.

4.8 The Settlement Administrator shall be responsible for making all reporting and filings with respect to amounts payable to Claimants required pursuant to any federal, state, or local tax law or regulation hereunder. The Settlement Administrator shall also be responsible for filing and sending Form 1099 to any applicable recipient of money from the Settlement Fund.

4.9 Plaintiffs and all other Claimants will be solely responsible for all taxes, interest, penalties, or other amounts due with respect to any payment received by the Plaintiff or other Claimant pursuant to the Settlement. No opinion or advice concerning the tax consequences of the Settlement to Plaintiffs or any other Claimant is being given or will be given by the Parties or Counsel. Each Claimant's tax obligations, and the determination thereof, are the sole responsibility

of the Claimant, and it is understood that the tax consequences may vary depending on the particular circumstances of each Claimant.

**5. INJUNCTIVE RELIEF**

This Settlement Agreement does not include any provisions for injunctive relief. However, Young Living acknowledges that as of the date of this Settlement Agreement it has removed the term “Therapeutic-Grade” from its labeling and marketing for the Products.

**6. RELEASE**

**6.1 Release**

(a) Upon the Effective Date, and in consideration of the settlement relief described herein, the Releasing Parties, and each of them, shall be deemed to have released and by operation of the final judgment shall have fully, finally, and forever, released, relinquished, and discharged the Released Parties from all Released Claims.

(b) Releasing Parties acknowledge they may have claims that are presently Unknown Claims and that the release of their Released Claims contained in this Settlement Agreement is intended to and will fully, finally, and forever discharge all claims against Young Living and the other Released Parties, whether now asserted or not asserted, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, which if known, might have affected her decision to enter this release. Releasing Parties agree that, although they may discover facts in addition to or different from those that are currently known or believed to be true with respect to their Released Claims, it is their intention to fully, finally, and forever settle and release any and all Released Claims, without regard to the subsequent discovery or existence of such additional or different facts.

6.2 In addition to the effect of any final judgment entered in accordance with this Settlement Agreement, upon final approval of this Settlement Agreement, and for other valuable consideration as described herein, the Released Parties shall be fully, finally, and completely released, acquitted, and forever discharged from any and all Released Claims.

6.3 As of the Effective Date, and with the approval of the Court, all Releasing Parties hereby fully, finally, and forever release, waive, discharge, surrender, forego, give up, abandon, and cancel all Released Claims against the Released Parties. As of the Effective Date, all Releasing Parties will be forever barred and enjoined from instituting, commencing, and/or prosecuting any action against the Released Parties asserting any and/or all Released Claims.

6.4 Each Releasing Party waives any and all defenses, rights, entitlements, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

6.5 In addition, with respect to the Released Claims that are the subject matter of Paragraph 6.1, each Releasing Party hereby expressly waives and releases, upon the occurrence of the Effective Date, any and all provisions, rights, and/or benefits conferred by § 1542 of the California Civil Code, which reads:

**SECTION 1542. GENERAL RELEASE; EXTENT. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

Each Releasing Party hereby also expressly waives and releases, upon the occurrence of the Effective Date, any and all provisions, rights, and/or benefits conferred or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. Each Releasing Party may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the Released Claims. Nonetheless, upon the Effective Date, each Releasing Party hereby expressly waives and fully, finally, and forever settles and releases any known or unknown, foreseen or unforeseen, suspected or unsuspected, asserted or unasserted, contingent or non-contingent Released Claim, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. Each Releasing Party, upon the occurrence of the Effective Date, also hereby expressly waives and fully, finally, and forever settles, releases and discharges any and all Released Claims that it may have against any Released Parties under § 17200, et seq., of the California Business and Professions Code or any similar comparable or equivalent provision of the law of any other state or territory of the United States or other jurisdiction, which are expressly incorporated into the definition of Released Claims.

6.6 The Parties contemplate and agree that this Settlement Agreement may be pleaded as a bar to a lawsuit, and an injunction may be obtained, preventing any action from being initiated or maintained in any case sought to be prosecuted on behalf of any Released Parties with respect to the Released Claims.

6.7 The Released Parties do not admit any liability or wrongdoing. The Settlement Agreement may not be construed as an admission of fault, liability, or wrongdoing by the Released Parties. The Released Parties agree to this Settlement to avoid the burden and expense of litigation without in any way acknowledging any fault, liability, or wrongdoing of any kind.

6.8 The Releasing Parties shall look solely to the Settlement Fund for settlement and satisfaction of all claims that are released hereunder, including any costs, fees or expenses of any Settlement Class Member or their attorneys, experts, advisors, agents, and representatives, including with respect to the negotiation, execution and performance of their obligations under this Settlement Agreement. In the event that the Settlement becomes Final, the Settlement Fund will satisfy any and all Released Claims in the manner identified herein. Except as provided by order of the Court, no Settlement Class Member shall have any interest in the Settlement Fund or any portion thereof. Young Living shall have no liability with respect to disbursements from the Settlement Fund pursuant to any Court-approved plan of allocation.

**7. PROCEDURE FOR SEEKING PRELIMINARY APPROVAL OF SETTLEMENT**

7.1 Within five (5) days after execution of this Settlement Agreement, Plaintiffs' Counsel shall prepare, execute, and file all such documents as are necessary to effectuate the dismissal of the NY Litigation with prejudice.

7.2 Within fourteen (14) days after execution of this Settlement Agreement, Plaintiffs, through Class Counsel, shall file a complaint in the Court that is substantially in the form of the Amended Complaint filed in the NY Litigation. Within seven (7) days thereof Plaintiffs, through Class Counsel shall submit this Settlement Agreement, together with its Exhibits, and any other necessary moving papers to the Court and shall move the Court for preliminary approval of the settlement set forth in this Settlement Agreement, certification of the Settlement Class, appointment of Class Counsel and the Class Representatives, and entry of the Preliminary Approval Order, substantially in the form of **Exhibit D**, which order shall seek a Final Approval Hearing date and approve the Notice, Long Notice and Claim Form for dissemination in accordance with the applicable notice provisions of this Settlement Agreement (the "Unopposed Motion for Preliminary Approval"). Young Living shall not object to either Plaintiff's participation in the IL Litigation.

7.3 At the hearing on the Unopposed Motion for Preliminary Approval, the Parties will jointly appear and support the granting of the Unopposed Motion for Preliminary Approval.

7.4 For purposes of the Settlement and the proceedings contemplated herein only, the Parties stipulate and agree that the Settlement Class shall be conditionally certified in accordance with the definition and on the terms contained above, that Plaintiffs shall be conditionally appointed Class Representatives, and that Plaintiffs' Counsel shall be conditionally appointed as Class Counsel. Should the Court decline to preliminarily approve any material aspect of the Settlement Agreement, the Settlement Agreement will be null and void, and the Parties will have no further obligations under the Settlement Agreement, and the Litigation will revert to the *status quo ante* as if no Settlement Agreement had been negotiated or entered.

## **8. NOTICE TO PROPOSED SETTLEMENT CLASS MEMBERS AND ADMINISTRATION OF SETTLEMENT**

### **8.1 Notice to the Class**

(a) The Settlement Administrator will be responsible for coordinating the dissemination of email Notice substantially in the form attached hereto as **Exhibit B** to those Settlement Class Members for whom Young Living has email addresses available from its business records. The email containing the Notice will be sent one time and will contain a link to the Settlement website, which in turn will provide a link to the Claim Form.

(b) The Notice shall be used for the purpose of informing proposed Settlement Class Members, prior to the Final Approval Hearing, that there is a pending settlement, and to further inform Settlement Class Members how they may: (a) protect their rights regarding the Settlement; (b) request exclusion from the Settlement Class and the proposed Settlement, if desired; (c) object to any aspect of the proposed Settlement, if desired; and (d) attend the Final Approval Hearing at their own expense, if desired. The Notice shall

make clear the binding effect of the Settlement on all persons who do not timely request exclusion from the Settlement Class. The Notice will further indicate that (1) Young Living denies the allegations in the Litigation, (2) a court has not found any wrongdoing by Young Living; and (3) the parties have entered into a settlement to compromise disputed claims and to avoid the future costs and risks associated with continued litigation.

## 8.2 Allocation and Claims Process

(a) The claims process will include a Settlement website and phone number with voice recorded interactive voice response (“IVR”).

(b) Settlement Class Members shall have until the Claims Deadline to submit a Claim Form. Each Claimant with an Approved Claim shall be entitled to a Settlement Payment.

(c) Within sixty (60) calendar days after the later of (i) notice to the Parties by the Settlement Administrator of the Amount Payable for Approved Claims or (ii) the Effective Date, or such other date as the Court may set, the Settlement Administrator shall send Settlement Payments from the Settlement Fund through the methods set forth in Section 4.4(d).

(d) The Settlement Administrator shall notify the Parties that all payments for Approved Claims have been issued within five (5) business days of the last such payment.

(e) In the event that an electronic deposit to a Claimant is unable to be processed, the Settlement Administrator shall attempt to contact the Claimant within thirty (30) calendar days to correct the problem.

(f) The Settlement Administrator will provide Counsel for the Parties with weekly reports regarding the status of administration of this Settlement Agreement, including, without limitation, the number of checks that have not been cashed within ninety (90) calendar days following the date such check was originally issued.

8.3 The Settlement Administrator will be responsible for administrative tasks, including, without limitation, (a) arranging, as set forth in this Section 8, for distribution of Class Notice and Claim Forms to Settlement Class Members, (b) designing appropriate safeguards on the Claim Form and in the claims process to screen claims to minimize waste, fraud, and abuse (including but not limited to the use of false choice questions) and deny Claim Forms where there is evidence of fraud or abuse, (c) requesting additional information to validate incomplete, suspicious, or potentially fraudulent claims, and claims may able be validated against Proof of Purchase, (d) answering inquiries from Settlement Class Members and/or forwarding such written inquiries to Class Counsel or their designee; (e) receiving and maintaining on behalf of the Court and the Parties any Settlement Class Member correspondence regarding requests for exclusion from the settlement, (f) establishing the Settlement website that posts Notice, Long Notice, Claim Forms, and other related documents, (g) receiving and processing claims and distributing payments to Claimants, and (h) otherwise assisting with implementation and administration of the Settlement terms. The Settlement Administrator shall determine, in its sole discretion, whether a Claim Form submitted by a Claimant is an Approved Claim, and shall reject Claim Forms that fail to (a) comply

with the instructions on the Claim Form or the terms of this Settlement Agreement, or (b) provide full and complete information as requested on the Claim Form.

## **9. EXCLUSIONS**

9.1 Settlement Class Members will have up to the Objection/Exclusion Deadline to exclude themselves from the Settlement. If the Settlement is finally approved by the Court, all Settlement Class Members who have not opted out by the end of the Objection/Exclusion Deadline will be bound by the Settlement and will be deemed a Releasing Party as defined herein, and the relief provided by the Settlement will be their sole and exclusive remedy for any and all Released Claims.

### **9.2 Exclusion Process**

(a) A Member of the Settlement Class may request to be excluded from the Settlement Class in writing by an individual letter postmarked on or before the Objection/Exclusion Deadline.

(b) In order to exercise the right to be excluded, a Member of the Settlement Class must timely send an individual, written letter requesting exclusion from Settlement to the Settlement Administrator and Class Counsel providing: (i) their full legal name; (ii) email address; and (iii) a personal attestation that they purchased the Products during the Class Period. A request to be excluded that is not sent individually to the required recipients designated in the Notice, or that is not postmarked within the time specified, shall be invalid and the person serving such a request shall be considered a Settlement Class Member and shall be bound as a Settlement Class Member by the Settlement Agreement, if approved. The letter must clearly manifest the Settlement Class Member's personal intent to opt out of the Settlement Class.

(c) Any Settlement Class Member who elects to be excluded shall not: (i) be bound by the Settlement or any order or judgment of the IL Litigation; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of this Settlement Agreement.

(d) The letter requesting exclusion must be hand signed by the person requesting exclusion (not a legal representative) and individually mailed to the required recipients. So-called "mass" or "class" or other multi-person exclusion requests signed or sent in bulk shall not be allowed.

9.3 Within three (3) business days after the Objection/Exclusion Deadline, the Settlement Administrator shall provide Class Counsel and Young Living's Counsel a written list reflecting all timely and valid exclusions from the Settlement Class. Periodic reports shall be provided by the Settlement Administrator if requested by either Class Counsel or Young Living's Counsel regarding the status of submitted claims and opt-outs.

## **10. OBJECTIONS**

10.1 The Notice shall advise Settlement Class Members of their rights, including the right to be excluded from or object to the Settlement Agreement and its terms. The Notice shall specify that any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be received by the Court at the Final Approval Hearing only if, on or before the Objection/Exclusion Deadline approved by the Court, the person making an objection shall file notice of his/her intention to do so and at the same time: (i) file copies of such papers he/she proposes to submit at the Final Approval Hearing with the Clerk of the Court; and (ii) send copies of such papers via United States mail, hand delivery, or overnight delivery to Class Counsel and Young Living's Counsel. A copy of the objection must also be mailed to the Settlement Administrator at the address that the Settlement Administrator will establish to receive requests for exclusion or objections.

10.2 Any Settlement Class Member who intends to object to this Settlement must include in any such objection: (i) his/her full name, address, email address, and current telephone number; (ii) the case name and number of the Lawsuit; (iii) information required in Section 2.5 identifying the objector as a Settlement Class Member, including proof that the objector is a Settlement Class Member; (iv) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (v) the identification of any other objections he/she has filed, or has had filed on his/her behalf, in any other class action cases in the last four years; and (vi) the objector's hand signature. If represented by counsel, the objecting Settlement Class Member must also provide the name and telephone number of his/her counsel. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing at his/her own expense, either with or without counsel, he/she must state as such in the written objection, and must also identify any witnesses he/she may call to testify at the Final Approval Hearing and all exhibits he/she intends to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection.

10.3 Any Settlement Class Member who fails to timely file and serve a written objection and notice of intent to appear at the Final Approval Hearing pursuant to this Settlement Agreement shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing and shall be foreclosed from seeking any review of the Settlement or its terms by appeal or other means.

10.4 Settlement Class Members cannot both object to and exclude themselves from this Settlement Agreement. Objections will not be considered by any person who excludes themselves from this Settlement Agreement.

## **11. FINAL APPROVAL**

11.1 The Parties will jointly request that the Court hold a Final Approval Hearing approximately seventy-four (74) days after entry of the Preliminary Approval Order.

11.2 At least ten (10) days prior to the Final Approval Hearing, or by some other date if so directed by the Court, Plaintiffs will move for: (i) final approval of the Settlement; (ii) final appointment of the Class Representatives and Class Counsel; and (iii) final certification of the Settlement Class, including for the entry of a Final Approval Order and final judgment, and file a memorandum in support of the motion for final approval.

11.3 The proposed Final Approval Order shall request that the Court:

(a) Approve finally this Settlement Agreement and its terms as fair, reasonable, and adequate as to, and in the best interest of, the Settlement Class Members; makes a finding that the Settlement Agreement was entered into in good faith, and direct the Parties and Counsel to implement and consummate the Settlement according to its terms and conditions;

(b) Dismiss, with prejudice, all claims of the Settlement Class against Young Living in the IL Litigation, without costs and fees except as explicitly provided for in this Settlement Agreement; and

(c) Reserve continuing and exclusive jurisdiction over the Settlement and this Agreement, including, but not limited to, the IL Litigation, the Settlement Class, the Settlement Class Members, Young Living, and the Settlement for the purposes of administering, consummating, supervising, construing, and enforcing the Settlement Agreement and the Settlement Fund.

11.4 Class Counsel shall use their best efforts to assist Young Living in obtaining dismissal with prejudice of the Litigation and take all steps necessary and appropriate to otherwise effectuate all aspects of this Settlement Agreement.

## **12. TERMINATION OF THE SETTLEMENT**

12.1 The Settlement is conditioned upon preliminary and final approval of the Parties' written Settlement Agreement, and all terms and conditions thereof without material change, material amendments, or material modifications by the Court (except to the extent such changes, amendments or modifications are agreed to in writing between the Parties). All Exhibits attached hereto are incorporated into this Settlement Agreement. Accordingly, either Party may elect to terminate and cancel this Settlement Agreement within ten (10) days of any of the following events:

(a) This Settlement Agreement is changed in any material respect to which the Parties have not agreed in writing;

(b) The Court refuses to grant the Preliminary Approval Order for this Settlement Agreement in any material respect;

(c) The Court refuses to grant final approval of this Settlement Agreement in any material respect;

(d) The Court refuses to enter a final judgment in the IL Litigation in any material respect; or

(e) The Court's order granting preliminary or final approval is substantially modified or reversed.



12.2 If this Settlement Agreement is terminated pursuant to the provisions of Section 12.1 above, the Settlement Administrator shall return any amounts paid by Young Living into the Settlement Fund, less any incurred Settlement Administration Expenses, to Young Living. The Settlement Administrator shall disburse the Settlement Fund to Young Living in accordance with this Section within fifteen (15) business days after receipt of either (i) written notice signed by Young Living's Counsel stating that this Settlement Agreement has been terminated, or (ii) any order of the Court so directing.

**13. ATTORNEYS' FEES, COSTS AND EXPENSES AND SERVICE AWARDS**

13.1 Class Counsel's attorneys' fees were negotiated separate and apart from Plaintiffs' and Settlement Class Members' claims and only after all substantive terms of the benefits and relief to the Settlement Class were negotiated.

13.2 At least fourteen (14) days prior to the Objection/Exclusion Deadline, Class Counsel will file, and Young Living will not oppose, a Fee Petition that seeks a Fee Award not to exceed \$1,500,000.00, as payment for attorneys' fees.

13.3 Notwithstanding any contrary provision of this Settlement Agreement, the Court's consideration of the Fee Award is to be conducted separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement Agreement, and any award made by the Court with respect to Class Counsel's attorneys' fees or expenses, or any proceedings incident thereto, including any appeal thereof, shall not operate to terminate or cancel this Settlement Agreement or be deemed material thereto.

13.4 Class Counsel shall provide the Settlement Administrator with its completed W-9 form at least ten (10) days prior to the Objection/Exclusion Deadline. Within fourteen (14) days of the Effective Date, the Settlement Administrator shall pay the Fee Award to Class Counsel from the Settlement Fund. The Fee Award shall be paid solely from the Settlement Fund via electronic wire transfer to an account designated by Class Counsel.

13.5 Prior to or at the same time as Plaintiffs seek final approval of the Settlement Agreement, Class Counsel shall move the Court for Service Awards for the Class Representatives in an amount not to exceed \$2,500.00 (Two Thousand Five Hundred Dollars) each, and Young Living agrees that it will not oppose such a request.

13.6 Within fourteen (14) days after the Effective Date, the Settlement Administrator shall send each of the Class Representatives their respective Service Awards by sending a check or paying by electronic deposit. The Settlement Administrator shall issue a Form 1099 for payments made to Class Representatives under this Section.

13.7 In no event will Young Living's liability for attorneys' fees, expenses, and costs, Administration Expenses, and/or Service Awards exceed its funding obligations set out in this Settlement Agreement. Young Living shall have no financial responsibility for this Settlement Agreement outside of the Settlement Fund. Young Living shall have no further obligation for attorneys' fees or expenses to any counsel representing or working on behalf of either one or more individual Settlement Class Members or the Settlement Class. Young Living will have no responsibility, obligation, or liability for allocation of the Fee Award, Settlement Administrative

Expenses, the Service Awards, or any other costs, fees, and/or expenses among Class Counsel, Plaintiffs, and/or Settlement Class Members except for payment of the Settlement Fund.

#### **14. MISCELLANEOUS**

14.1 The Parties agree that the Settlement Agreement provides fair, equitable, and just compensation for Plaintiffs and Settlement Class Members related to the Released Claims.

14.2 The Parties agree that this Settlement Agreement does not give rise to any admission of liability or wrongdoing, and that this Settlement Agreement may not be construed in whole or in part as an admission of fault by Young Living or any of the Released Parties.

14.3 The Parties (i) acknowledge that it is their intent to consummate this Settlement Agreement, and (ii) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Settlement Agreement. Class Counsel and Young Living's Counsel agree to cooperate with each other in seeking Court approval of the Preliminary Approval Order, the Settlement Agreement, and the Final Approval Order, and to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Settlement.

14.4 The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiffs and the Settlement Class, and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Litigation was brought by Plaintiffs or defended by Young Living, or each or any of them, in bad faith or without a reasonable basis.

14.5 Nothing express or implied in this Settlement Agreement is intended or shall be construed to confer upon or give any person or entity other than the Parties, Released Parties, and Settlement Class Members any right or remedy under or by reason of this Settlement Agreement. Each of the Released Parties is an intended third-party beneficiary of this Settlement Agreement with respect to the Released Claims and shall have the right and power to enforce the release of the Released Claims in his, her, or its favor against all Releasing Parties.

14.6 The Parties have relied upon the advice and representation of counsel, selected by themselves, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully this Settlement Agreement, including its Exhibits, and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by this Settlement.

14.7 Any headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

14.8 The waiver by one Party of any breach of this Settlement Agreement by any other Party shall not be deemed as a waiver of any prior or subsequent breach of this Settlement Agreement.

14.9 This Settlement Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements, and undertakings with respect to the matters set forth herein. No representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in such documents.

14.10 This Settlement Agreement may not be amended, modified, altered, or otherwise changed in any manner except by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

14.11 The Parties agree that Exhibits A-D to this Settlement Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

14.12 The Parties may agree, subject to the approval of the Court where required, to reasonable extensions of time to carry out the provisions of the Settlement Agreement.

14.13 Except as otherwise provided herein, each Party shall bear its own costs.

14.14 Plaintiffs represent and warrant that they have not assigned any claim or right or interest therein as against the Released Parties to any other person or party.

14.15 The Parties represent that they have obtained the requisite authority to enter this Settlement Agreement in a manner that binds all Parties to its terms.

14.16 The Parties specifically acknowledge, agree, and admit that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders or other documents shall be considered a compromise within the meaning of Illinois Rule of Evidence 408, Federal Rule of Evidence 408, and any other equivalent or similar rule of evidence, and shall not (1) constitute, be construed, be offered, or received into evidence for any purpose, including, without limitation, as an admission of the validity of any claim or defense, or the truth of any fact alleged or other allegation in the Litigation or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party, or (2) be used to establish a waiver of any defense or right, or to establish or contest jurisdiction or venue.

14.17 The Parties also agree that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders, or other documents entered in furtherance of this Settlement Agreement, and any acts in the performance of this Settlement Agreement are not intended to establish grounds for certification of any class involving any Settlement Class Member other than for certification of the Settlement Class for settlement purposes.

14.18 This Settlement Agreement, whether approved or not approved, revoked, or made ineffective for any reason, and any proceedings related to this Settlement Agreement and any discussions relating thereto, shall be inadmissible for any purposes, including, without limitation, as evidence of any liability or wrongdoing whatsoever and shall not be offered as evidence of any liability or wrongdoing in any court or other tribunal in any state, territory, or jurisdiction, or in

any manner whatsoever. Further, neither this Settlement Agreement, the Settlement contemplated by it, nor any proceedings taken under it, will be construed or offered or received into evidence as an admission, concession, or presumption that class certification is appropriate, except to the extent necessary to consummate this Settlement Agreement and the binding effect of the Final Approval Order and final judgment.

14.19 The provisions of this Settlement Agreement, and any orders, pleadings, or other documents entered in furtherance of this Settlement Agreement, may be offered or received in evidence solely (1) to enforce the terms and provisions hereof or thereof, (2) as may be specifically authorized by a court of competent jurisdiction after an adversary hearing upon application of a Party hereto, (3) in order to establish payment, or an affirmative defense of preclusion or bar in a subsequent case, (4) in connection with any motion to enjoin, stay or dismiss any other action, and/or (5) to obtain Court approval of the Settlement Agreement.

14.20 To avoid confusion, contradictory, and inconsistent information about the Settlement, information about the Settlement will be provided solely by the Notice. The Parties will not make statements to the media, third-party claims promotion sites, or any other persons not presently involved in the Litigation, the Settlement, or this Settlement Agreement. The Parties will not issue press releases or any other public statements about the Settlement until after the conclusion of the Claims Period. Notwithstanding the foregoing, nothing in this provision shall prevent Young Living from responding to those who proactively reach out to Young Living regarding the Litigation or the Settlement. Further, nothing herein shall be interpreted to prevent Class Counsel from providing sufficient and appropriate advice to any individual client or Settlement Class Member, nor will anything herein prevent Plaintiffs' Counsel from complying any ethical requirement. If a Party is required by a valid, enforceable subpoena or government information request to disclose information about the Settlement, such Party shall provide reasonable prior notice (to the extent permitted by applicable law) to the other Party to allow the other Party to seek to prevent such disclosure. A Party may also provide necessary and accurate information about the Settlement to its attorneys, accountants, shareholders, and other persons or entities as required by securities laws or other applicable laws or regulations.

14.21 This Settlement Agreement may be executed in one or more counterparts exchanged by hand, messenger, or PDF as an electronic mail attachment, and any such signature exchanged, including electronic signatures via DocuSign, shall be deemed an original signature for purposes of executing this Settlement Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument, provided that Counsel for the Parties to this Settlement Agreement all exchange signed counterparts.

14.22 This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

14.23 All terms and conditions of this Settlement Agreement and its Exhibits will be governed by and interpreted according to the laws of the State of Illinois, without giving effect to any conflict of law or choice of law principles.

14.24 This Settlement Agreement is deemed to have been prepared by Counsel for all Parties as a result of arm's-length negotiations among the Parties. Whereas all Parties have

contributed substantially and materially to the preparation of this Settlement Agreement and its Exhibits, it shall not be construed more strictly against one Party than another.

14.25 Unless otherwise stated herein, any notice required or provided for under this Settlement Agreement shall be in writing and shall be sent by electronic mail or hand delivery, postage prepaid, as follows:

If to Class Counsel:

Gary M. Klinger  
Milberg Coleman Bryson Phillips  
Grossman PLLC  
227 W. Monroe St., Suite 2100  
Chicago, IL 60606  
gklinger@milberg.com

and

Mason A. Barney  
Siri | Glimstad  
745 Fifth Ave, Suite 500  
New York, NY 10151  
mbarney@sirillp.com

If to Young Living's Counsel:

Kasdin Miller Mitchell  
Rachael A. Rezabek  
Kirkland & Ellis LLP  
4550 Travis Street, Floor 12  
Dallas, TX 75205  
Kasdin.mitchell@kirkland.com  
Rachael.rezabek@kirkland.com

14.26 This Settlement Agreement shall be deemed executed as of the date that the last party signatory signs the Settlement Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS HEREOF, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

**Lori MacNaughton, individually and as a Class Representative**

Signature:   
Lori MacNaughton (Feb 16, 2024 15:04 EST)

Date: 02/16/24

**Lisa Ladonski, individually and as a Class Representative**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC, as Class Counsel**

Signature:   
Gary Klinger (Feb 15, 2024 14:45 EST)

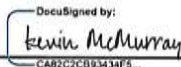
Date: 15/02/2024

**SIRI & GLIMSTAD LLP, as Class Counsel**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Young Living Essential Oils, LC**

Signature:  **Kevin McMurray** Chief Legal officer  
DocuSigned by: Kevin McMurray CA82C7C093434F9...

Date: February 20, 2024

IN WITNESS HEREOF, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

**Lori MacNaughton, individually and as a Class Representative**

Signature: \_\_\_\_\_


Date: \_\_\_\_\_

**Lisa Ladonski, individually and as a Class Representative**

Signature:  \_\_\_\_\_  
Lisa Ladonski (Feb 16, 2024 13:52 CST)

Date: 02/16/24 \_\_\_\_\_

**MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC, as Class Counsel**

Signature:  \_\_\_\_\_  
Gary Klinger (Feb 15, 2024 14:45 EST)

Date: 15/02/2024 \_\_\_\_\_

**SIRI & GLIMSTAD LLP, as Class Counsel**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Young Living Essential Oils, LC**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

IN WITNESS HEREOF, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

**Lori MacNaughton, individually and as a Class Representative**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Lisa Ladonski, individually and as a Class Representative**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC, as Class Counsel**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**SIRI & GLIMSTAD LLP, as Class Counsel**

Signature:  \_\_\_\_\_

Date: 16/02/2024 \_\_\_\_\_

**Young Living Essential Oils, LC**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# **EXHIBIT A**

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**MACNAUGHTON et al. v. YOUNG LIVING ESSENTIAL OILS, LC**

**CLAIM FORM**

**YOU MUST SUBMIT YOUR CLAIM FORM NO LATER THAN <<CLAIMS DEADLINE>>.**

**PERSONAL INFORMATION.** Please legibly print or type the following information requested below. *This information will be used to deliver your Young Living coupon and communicate with you if any problems arise with your claim.*

First Name: \_\_\_\_\_ Middle: \_\_\_\_\_

Last Name: \_\_\_\_\_

Residential Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

ZIP code: \_\_\_\_\_

Email Address: \_\_\_\_\_ @ \_\_\_\_\_

Telephone Number: ( \_\_\_\_\_ ) - \_\_\_\_\_ - \_\_\_\_\_

**PAYMENT SELECTION.** Each Settlement Class Member may choose to receive his or her payment via check, Venmo, PayPal, or other electronic payment methods. Payment by check will be the default payment method if a Settlement Class Member does not state a preferred method of payment. If you would like to elect to receive your Settlement Payment through electronic transfer, please visit the website ([www.xxxxxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxxxxx.com)) and timely file your Claim Form. The Settlement website includes a step-by-step guide for you to complete the electronic payment option.

**CONFIRMATION OF CLASS MEMBERSHIP.**

\_\_\_\_\_ Between January 1, 2017 through <<date of Preliminary Approval Order>>, I purchased for personal consumption, while residing in the United States, essential oil Products from Young Living.

Enter the Unique ID Number provided to you by the Settlement Administrator:

Class Member ID : 0 0 0 0 0 \_\_\_\_\_

For a claim to be considered an Approved Claim, you must complete the Claim Form in its entirety and provide Proof of Purchase if applicable.

Select one or both of the following benefit options:

- With Proof Benefit.* Claimants with Proof of Purchase will be eligible for a benefit of \$2 (Two Dollars) per Unit, with a maximum benefit amount of \$20 (Twenty Dollars) per Household. Claimants with proof of purchase may also claim the below benefit for up to \$5 (Five Dollars) in additional compensation for purchases of essential oil Products from Young Living without Proof of Purchase.

Number of Products purchased with supporting Proof of Purchase: \_\_\_\_\_

Questions? Visit [www.xxxxxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxxxxx.com) or call (XXX) XXX-XXXX.

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Note: You **must** provide Proof of Purchase for the above items being claimed. Proof of Purchase means an original or copy of a receipt, bill, credit card slip, or any other form of evidence that, in the sole discretion of the Settlement Administrator, constitutes reasonable evidence of purchase, shows the number of Units purchased, and contains a date of purchase between January 1, 2017 and the <<date of Preliminary Approval Order>>.

**OR**

*Without Proof Benefit.* Claimants without Proof of Purchase will be eligible for a benefit of \$1 (One Dollar) per Unit, with a maximum benefit amount of \$5 (Five Dollars) per Household if they submit a sworn statement on the claim form attesting that up to five (5) products were purchased, but Proof of Purchase is not available.

Number of products purchased without Proof of Purchase: \_\_\_\_

**Young Living Coupon:** All Claimants who submit an Approved Claim, including the Class Representatives, shall additionally be eligible for a \$5 (Five Dollar) Young Living coupon, with total coupon redemptions to be capped at \$5,000,000 (Five Million Dollars). Redemption of the coupon shall be subject to the following terms and conditions: (i) a Claimant cannot use the coupon on a Young Living loyalty rewards order; (ii) the Claimant cannot combine the voucher with other of Young Living’s offers; (iii) the Claimant’s personal volume credit shall be reduced in the same amount as the value of the coupon; (iv) the coupon can be used only on an order of \$25 (Twenty-Five Dollars) or more; and (v) the coupon will be valid for a period of six (6) months. Additionally, each coupon will be marked with a unique code to prevent misuse.

*Coupon.* I would like to receive a Young Living Coupon as described above.

*The Settlement Administrator may verify your claim. A maximum of one claim, submitted on a single Claim Form, may be submitted by each Settlement Class Member.* Your failure to complete and submit the Claim Form filed online or postmarked by no later than <<Claims Deadline>> may prevent you from receiving any Settlement Payment. Claim Forms must be substantially complete at the time of submission to be considered an Approved Claim. Submission of this Claim Form does not ensure that you will share in the Settlement Payment. The Settlement Administrator reserves the right to dispute the material facts concerning your claim and may require additional information and/or documentation to validate your claim.

**ATTESTATION.** By signing this claim submission, I certify, under penalty of perjury, that the information included with this claim submission is accurate and complete to the best of my knowledge, information, and belief. I agree and consent to communication via email and/or mobile phone text (message & data rates may apply). I agree to furnish additional information regarding this claim submission if so requested to do so by the Settlement Administrator. I am aware that I can obtain a copy of the Notice and Settlement Agreement at [www.xxxxxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxxxxx.com) or by writing the Settlement Administrator at the email address: <<email address>> or the postal address: *MacNaughton et al. v. Young Living Essential Oils, LC*, c/o Kroll Settlement Administration LLC, PO Box XXXXX, New York, NY XXXXX-XXXX. I agree to furnish additional information to support this claim if required to do so.

Questions? Visit [www.xxxxxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxxxxx.com) or call (XXX) XXX-XXXX.

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Page 2 of 1

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IF SUBMITTED ELECTRONICALLY:

I agree that by submitting this Claim Form I certify under the penalty of perjury of the laws of the United States that the foregoing is true and correct to the best of my knowledge and that checking this box constitutes my electronic signature on the date of its submission.

IF SUBMITTED BY U.S. MAIL:

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge.

Signature: \_\_\_\_\_ Dated: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Questions? Visit [www.xxxxxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxxxxx.com) or call (XXX) XXX-XXXX.

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\*Page 3 of 1\*

Page 3 of 1

# **EXHIBIT B**

From: Kroll Settlement Administration

To:

Re: YOUNG LIVING ESSENTIAL OILS CLASS ACTION

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Unique ID: <<Refnum>>

<<First Name>> <<Last Name>>

**IF YOU PURCHASED ITEMS FROM ESSENTIAL OIL PRODUCTS FROM YOUNG LIVING FOR PERSONAL CONSUMPTION FROM THE PERIOD OF JANUARY 1, 2017, THROUGH <<Preliminary Approval Order Date>> AND SUBMIT AN APPROVED CLAIM, YOU MAY BE ELIGIBLE TO RECEIVE A CASH PAYMENT AND YOUNG LIVING COUPON**

*Purchases made may be subject to Proof of Purchase review. The Settlement Administrator may verify your claim.*

**Why did I get this email Notice?** A Settlement has been proposed in a class action lawsuit pending in the Circuit Court of St. Clair County, Illinois (“Illinois Court”) titled *MacNaughton, et al. v. Young Living Essential Oils, LC* (the “Litigation”). According to available records, you might be a “Settlement Class Member.” The purpose of this email Notice is to inform you of the Litigation and the Settlement so that you may decide what steps to take in relation to it.

**What is the Litigation about?** Plaintiffs Lori MacNaughton and Lisa Ladonski (the “Plaintiffs” or “Class Representatives”) filed a lawsuit against Young Living Essential Oils, LC (“Young Living”), on behalf of themselves and all others similarly situated. The Litigation alleges that Young Living engaged in “unlawful and deceptive conduct” in the “marketing, sale and delivery” of its line of essential oil products.

Young Living denies each and every one of the allegations of unlawful conduct, any wrongdoing, and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. Young Living further denies that any Settlement Class Member is entitled to any relief and, other than for Settlement purposes, that this Litigation is appropriate for certification as a class action.

**The issuance of this email Notice is not an expression of the Illinois Court’s opinion on the merits or the lack of merits of the Class Representatives’ claims in the Litigation. Rather, the Parties have agreed to settle the lawsuit to avoid the uncertainties, expenses and expenditure of resources associated with ongoing litigation.**

**Am I a Settlement Class Member?** You are a Settlement Class Member if during the time period above you purchased Products from Young Living for personal consumption.

**What relief does the Settlement provide?** Young Living will pay a total of up to \$5,000,000 for payment of the following: (i) Approved Claims for benefits submitted by Claimants; (ii) the Settlement Administration Expenses actually incurred by the Settlement Administrator; (iii) the Fee Award; and (iv) any Service Awards.

Claimants who submit an Approved Claim are eligible for the following:

- a. ***With Proof Benefit:*** Claimants with Proof of Purchase will be eligible for a benefit of \$2 (Two Dollars) per Unit, with a maximum benefit amount of \$20 (Twenty Dollars) per Household. Claimants with Proof of Purchase will also be eligible to receive the below benefit for up to \$5 (Five Dollars) in additional compensation for purchases of essential oil Products from Young Living without Proof of Purchase.

- b. **Without Proof Benefits:** Claimants without Proof of Purchase will be eligible for a benefit of \$1 (One Dollar) per Unit, with a maximum benefit amount of \$5 (Five Dollars) per Household if they submit a sworn statement on the claim form attesting that up to five (5) products were purchased, but Proof of Purchase is not available.

**Pro rata Adjustment:** If the total value of all Approved Claims plus the Service Awards, the Fee Award, payment of Settlement Administration Expenses, any federal, state, and/or local taxes of any kind (including any interest or penalties thereon) and any and all other fees, costs, or expenses exceed the Settlement Fund, the benefits payable to the Claimants shall be reduced *pro rata* so that the total value of all Approved Claims plus the Service Awards, the Fee Award, payment of Settlement Administration Expenses, any federal, state, and/or local taxes of any kind (including any interest or penalties thereon) and any and all other fees, costs, or expenses, does not exceed the Settlement Fund.

- c. **Young Living Coupon:** All Claimants who submit an Approved Claim, including the Class Representatives, shall additionally be eligible for a \$5 (Five Dollar) Young Living coupon, with total coupon redemptions to be capped at \$5,000,000 (Five Million Dollars). Redemption of the \$5 (Five Dollar) coupon shall be subject to the following terms and conditions: (i) a Claimant cannot use the coupon on a Young Living loyalty rewards order; (ii) Claimants cannot combine the coupon with other of Young Living's offers; (iii) the Claimant's personal volume credit shall be reduced in the same amount as the value of the coupon; (iv) the coupon can be used only on an order of \$25 (Twenty-Five Dollars) or more; and (v) the coupon will be valid for a period of six (6) months. Additionally, each coupon will be marked with a unique code to prevent misuse.

**How can I get a Settlement Payment?** If you received a Notice of this Settlement and wish to receive a Settlement Payment, you must complete a Claim Form. The Claims Form will be accessible on the settlement website, [www.xxxxxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxxxxx.com), by using the Unique ID listed at the top of this email. Alternatively, you may request a paper Claim Form by contacting the Settlement Administrator. The Claim Form may be submitted at the settlement website or by postal mail. Read the instructions carefully, fill out the Claim Form, and postmark it by the Claims Deadline of <<Claims Deadline>>, or submit it online on or before <<Claims Deadline>>.

**CLICK HERE TO ACCESS THE SETTLEMENT WEBSITE**

**What are my other options?** If you don't want to be legally bound by the Settlement, you must exclude yourself by <<Objection/Exclusion Deadline>>, or you won't be able to sue Young Living about the legal claims in the Litigation ever again. If you exclude yourself, you cannot receive a Settlement Payment from this Settlement. If you stay in the Settlement, you may object to it by <<Objection/Exclusion Deadline>>. The detailed Notice available at [www.xxxxxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxxxxx.com) explains how to request exclusion or object. The Illinois Court will hold a Final Approval Hearing on <<Date>>, at <<Time>> ET to consider whether to approve the Settlement and a Fee Petition by the Class Counsel not to exceed \$1,500,000 in attorneys' fees plus litigation costs, and Service Awards for the Class Representatives who each will request \$2,500 for their service. You may ask to appear at the hearing, but you don't have to.

**More information?** For complete information about the Settlement, to view the Settlement Agreement, related Court documents and Claim Form, and to learn more about how to exercise your various options under the Settlement, visit [www.xxxxxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxxxxx.com). You may also write to the Settlement Administrator at the postal address: *MacNaughton et al. v. Young Living Essential Oils, LC*, c/o Kroll Settlement Administration LLC, PO Box XXXXX, New York, NY XXXXX-XXXX.

**Questions? Visit [www.xxxxxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxxxxx.com) or call (XXX) XXX-XXXX.**

# EXHIBIT C



IN THE CIRCUIT COURT  
TENTIETH JUDICIAL DISTRICT  
ST. CLAIR COUNTY, ILLINOIS

LORI MACNAUGHTON and LISA )  
LADONSKI, *individually and on behalf of all* )  
*others similarly situated,* )  
 )  
Plaintiffs, )  
 )  
v. )  
 )  
YOUNG LIVING ESSENTIAL OILS, LC, )  
 )  
Defendant. )

---

**IF YOU PURCHASED ESSENTIAL OIL PRODUCTS FROM YOUNG LIVING FOR PERSONAL CONSUMPTION FROM THE PERIOD OF JANUARY 1, 2017 THROUGH <<Preliminary Approval Order date>> AND SUBMIT AN APPROVED CLAIM, YOU MAY BE ELIGIBLE TO RECEIVE A CASH PAYMENT AND YOUNG LIVING COUPON**

Purchases made may be subject to Proof of Purchase. The Settlement Administrator may verify your claim.

***AN ILLINOIS COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.***

A Settlement has been proposed in a class action lawsuit pending in the Circuit Court of St. Clair County, Illinois (“IL Court”) titled *MacNaughton, et al. v. Young Living Essential Oils, LC* (the “Litigation”). According to available records, you might be a Settlement Class Member. The purpose of this Notice is to inform you of the Litigation and the Settlement so that you may decide what steps to take in relation to it.

Plaintiffs Lori MacNaughton and Lisa Ladonski (the “Plaintiffs” or “Class Representatives”) filed a lawsuit against Young Living Essential Oils, LC (“Young Living”), on behalf of themselves and all others similarly situated. The Litigation alleges that engaged in “unlawful and deceptive conduct” in the “marketing, sale and delivery” of its line of essential oil products.

Young Living denies each and every one of the allegations of unlawful conduct, any wrongdoing, and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. Young Living further denies that any Settlement Class Member is entitled to any relief and, other than for Settlement purposes, that this Litigation is appropriate for certification as a class action. Young Living has agreed to settle the Litigation simply to avoid the uncertainties, expenses, and resources associated with ongoing litigation.

**Your legal rights are affected whether you act or don’t act. Read this Notice carefully.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>		
<b>SUBMIT A CLAIM FORM</b>	<b>If you received a Notice of this Settlement and purchased essential oil Products from Young Living for personal consumption from the period of January 1, 2017, through the &lt;&lt;Preliminary Approval Order date&gt;&gt; and submit an Approved Claim</b> , you will receive a Settlement Payment and one (1) Young Living coupon after completion of an Approved Claim.	Claims Deadline: <b>&lt;&lt;Claims Deadline&gt;&gt;</b>
<b>EXCLUDE YOURSELF</b>	If you exclude yourself from the Settlement, you will not receive either a payment from the Settlement or a Young Living coupon under the Settlement. Excluding yourself is the only option that allows you to bring or maintain your own lawsuit against Young Living for the allegations in the Litigation ever again.	Objection/Exclusion Deadline: <b>&lt;&lt;Date&gt;&gt;</b>
<b>OBJECT</b>	You may file a written objection telling the Court why you object to (i.e., don't like) the Settlement and think it shouldn't be approved. Submitting an objection does not exclude you from the Settlement.	Objection/Exclusion Deadline: <b>&lt;&lt;Date&gt;&gt;</b>
<b>GO TO THE "FINAL APPROVAL HEARING"</b>	The Court will hold a "Final Approval Hearing" to consider the Settlement, the Fee Petition and Fee Award of the lawyers who brought the Litigation, and the Class Representatives' request for a Service Award for bringing the Litigation.  You may, but are not required to, speak at the Final Approval Hearing about any objection you filed to the Settlement. If you intend to speak at the Final Approval Hearing, you must also submit a "Notice of Intention to Appear" indicating your intent to do so.	Hearing Date and Time: <b>&lt;&lt;DATE and TIME&gt;&gt;</b>
<b>DO NOTHING</b>	<b>If you received a Notice of this Settlement and purchased essential oil Products from Young Living for personal consumption during the relevant time period, and you do nothing</b> , and the IL Court approves the Settlement, you will not receive any benefit. You will also give up your right to object to the Settlement and you will not be able to be part of any other lawsuit about the legal claims in this Litigation.	N/A

- These rights and options—**and the deadlines to exercise them**—are explained in more detail below.
- The Court in charge of this Litigation has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The relief provided to Settlement Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. *Please be patient.*

**WHAT THIS NOTICE CONTAINS**

**BACKGROUND INFORMATION ..... PAGE 4-5**

1. Why did I get this Notice?
2. What is this Litigation about?
3. Why is this a class action?
4. Why is there a Settlement?
5. How do I know whether I am part of the Settlement?
6. I'm still not sure whether I am included.

**THE PROPOSED SETTLEMENT ..... PAGE 5**

7. What relief does the Settlement provide to the Settlement Class Members?

**HOW TO RECEIVE A SETTLEMENT PAYMENT – SUBMITTING A CLAIM FORM. PAGE 5**

8. How can I get a Settlement Payment?
9. When will I get my Settlement Payment?

**THE LAWYERS IN THIS CASE AND THE CLASS REPRESENTATIVES ..... PAGE 5-6**

10. Do I have a lawyer in this case?
11. How will the lawyers be paid?
12. Will the Class Representatives receive any compensation for their efforts in bringing this Litigation?

**DISMISSAL OF LITIGATION AND RELEASE OF ALL CLAIMS ..... PAGE 6**

13. What am I giving up to obtain relief under the Settlement?

**HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT ..... PAGE 6**

14. How do I exclude myself from the Settlement?

**HOW TO OBJECT TO THE SETTLEMENT ..... PAGE 6-7**

15. How do I tell the Court that I disagree with the Settlement?
16. What is the difference between excluding myself and objecting to the Settlement?

**FINAL APPROVAL HEARING ..... PAGE 7-8**

17. What is the Final Approval Hearing?
18. When and where is the Final Approval Hearing?
19. May I speak at the hearing?

**ADDITIONAL INFORMATION ..... PAGE 8**

20. How do I get more information?
21. What if my address or other information has changed or changes after I submit a Claim Form?

## BACKGROUND INFORMATION

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

You received this Notice because a Settlement has been reached in this Litigation. You might be a member of the Settlement Class and may be eligible for the relief detailed below.

This Notice explains the nature of the Litigation, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement (which defines certain capitalized terms used in this Notice), see Section 20 below.

### 2. *What is this Litigation about?*

the Class Representatives filed a lawsuit against Young Living on behalf of themselves and all others similarly situated. The Litigation alleges that Young Living allegedly engaged in “unlawful and deceptive conduct” in the “marketing, sale and delivery” of its line of essential oil products.

Young Living denies each and every one of the allegations of unlawful conduct, any wrongdoing, and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. Young Living further denies that any Settlement Class Member is entitled to any relief and, other than for Settlement purposes, that this Litigation is appropriate for certification as a class.

**The issuance of this Notice is not an expression of the Court’s opinion on the merits or the lack of merits of the Class Representatives’ claims in the Litigation.**

For information about how to learn about what has happened in the Litigation to date, please see Section 20 below.

### 3. *Why is this a class action?*

In a class action lawsuit, one or more people called “Class Representatives” (in this Litigation, Lori MacNaughton and Lisa Ladonski) sue on behalf of other people who allegedly have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Settlement Class Members. The company sued in this Litigation, Young Living, is called the Defendant.

### 4. *Why is there a Settlement?*

The Class Representatives have made claims against Young Living. Young Living denies that it has done anything wrong or illegal and admits no liability. The Court has not decided that the Class Representatives or Young Living should win this Litigation. Instead, both sides agreed to the Settlement. That way, they avoid the cost of a trial, and the Settlement Class Members will receive relief now rather than years from now, if at all.

### 5. *How do I know if I am part of the Settlement?*

The Court has decided that everyone who fits this description is a Settlement Class Member for purposes of the proposed Settlement: “All persons within the United States who purchased essential oil Products from Young Living for personal consumption from the period of January 1, 2017, through <<Preliminary Approval Order>>.” Products means any and all Young Living essential oil products.

6. *I'm still not sure if I am included.*

If you are still not sure whether you are included, you can write the Settlement Administrator for free help. The U.S. postal (mailing) address is *MacNaughton et al. v. Young Living Essential Oils, LC*, c/o Kroll Settlement Administration LLC, PO Box XXXXX, New York, NY XXXXX-XXXX.

## THE PROPOSED SETTLEMENT

7. *What relief does the Settlement provide to the Settlement Class Members?*

Young Living has agreed to provide each Class Member, who timely submits an Approved Claim by the Claims Deadline, a Settlement Payment from the Settlement Fund. The Settlement Fund shall be allocated to each Claimant who submits an Approved Claim, including the Class Representatives, as follows:

- (a) ***With Proof Benefit:*** Claimants with Proof of Purchase will be eligible for a benefit of \$2 (Two Dollars) per Unit, with a maximum benefit amount of \$20 (Twenty Dollars) per Household. Claimants with Proof of Purchase will also be eligible receive the below benefit for up to \$5 (Five Dollars) in additional compensation for purchases of essential oil Products from Young Living without Proof of Purchase.
- (b) ***Without Proof Benefit:*** Claimants without Proof of Purchase will be eligible for a benefit of \$1 (One Dollar) per Unit, with a maximum benefit amount of \$5 (Five Dollars) per Household if they submit a sworn statement on the claim form attesting that up to five (5) products were purchased, but Proof of Purchase is not available..
- (c) ***Pro Rata Adjustment:*** If the total value of all Approved Claims plus the Service Awards, the Fee Award, payment of Settlement Administration Expenses, any federal, state, and/or local taxes of any kind (including any interest or penalties thereon) and any and all other fees, costs, or expenses exceed the Settlement Amount, the benefits payable to the Claimants shall be reduced *pro rata* so that the total value of all Approved Claims plus the Service Awards, the Fee Award, payment of Settlement Administration Expenses, any federal, state, and/or local taxes of any kind (including any interest or penalties thereon) and any and all other fees, costs, or expenses, does not exceed the Settlement Amount.
- (d) ***Young Living Coupon:*** All Claimants who submit an Approved Claim, including the Class Representatives, shall additionally be eligible for a \$5 (Five Dollar) Young Living coupon, with total coupon redemptions to be capped at \$5,000,000 (Five Million Dollars). Redemption of the \$5 (Five Dollar) coupon shall be subject to the following terms and conditions: (i) a Claimant cannot use the coupon on a Young Living loyalty rewards order; (ii) the Claimant cannot combine the voucher with other of Young Living's offers; (iii) the Claimant's personal volume credit shall be reduced in the same amount as the value of the coupon; (iv) the coupon can be used only on an order of \$25 (Twenty-Five Dollars) or more; and (v) the coupon will be valid for a period of six (6) months. Additionally, each coupon will be marked with a unique code to prevent misuse.

## HOW TO RECEIVE A SETTLEMENT PAYMENT – SUBMITTING A CLAIM FORM

8. *How can I get a Settlement Payment?*

If you received a Notice of this Settlement and wish to receive a Settlement Payment, you must complete a Claim Form, which will be accessible by using a unique class member identifier issued by the Settlement Administrator. Alternatively, you may request a paper Claim Form.

The Claim Form may be submitted on the settlement website, [www.xxxxxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxxxxx.com), or alternatively by postal mail. Read the instructions carefully, fill out the Claim Form, and be sure that the form is either submitted online by **<<Claims Deadline>>**, or if sent by mail that it is postmarked, on or before **<<Claims Deadline>>**.

**9. *When will I get my Settlement Payment?***

As described in Sections 17 and 18 below, the Court will hold a hearing on **<<Final Approval Hearing Date>>** at **<<Time>>**, to decide whether to approve the Settlement. If the Court approves the Settlement, and there is no appeal, you should receive your payments within two to three months. If there is an appeal, it's always uncertain when the appeals will be resolved, and resolving them can take time, perhaps more than a year. You can check on the progress of the case on the Settlement website [www.xxxxxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxxxxx.com). *Please be patient.*

**THE LAWYERS IN THIS CASE AND THE CLASS REPRESENTATIVES**

**10. *Do I have a lawyer in this case?***

The Court has ordered that the law firm of Milberg Coleman Bryson Phillips Grossman PLLC and the law firm of Siri & Glimstad LLP (together "Class Counsel") to represent the interests of all Settlement Class Members. You will not be separately charged for these lawyers' services. If you want to be represented by your own lawyer, you may hire one at your own expense.

**11. *How will the lawyers be paid?***

Young Living has agreed to pay Class Counsel's Fee Award, up to \$1,500,000, plus litigation costs, subject to approval by the Court. You will not be required to pay any attorneys' fees or costs. Please see paragraphs 13.1 and 13.2 of the Settlement Agreement, available on [www.xxxxxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxxxxx.com), for additional details.

**12. *Will the Class Representatives receive any compensation for their efforts in bringing this Litigation?***

The Class Representatives will request a Service Award of up to \$2,500 each for their service as Plaintiffs and their efforts in bringing the Litigation. The Court will make the final decision as to the amount to be paid to the Class Representatives.

**DISMISSAL OF LITIGATION AND RELEASE OF ALL CLAIMS**

**13. *What am I giving up to obtain relief under the Settlement?***

If the Court approves the proposed Settlement, unless you exclude yourself from the Settlement, you will be releasing your claims against Young Living. This generally means that you will not be able to file a lawsuit, continue prosecuting a lawsuit, or be part of any other lawsuit against Young Living regarding the claims in the Litigation. The Settlement Agreement, available on the Settlement website [www.xxxxxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxxxxx.com) contains the full terms of the Release Claims and the Released Parties.

**HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT**

**14. *How do I exclude myself from the Settlement?***

You may exclude yourself from the Settlement Class and the Settlement. If you want to be excluded, you must send a written letter or postcard stating: (a) the name and case number of the Litigation; (b) your full



**Young Living's Counsel:**  
Kasdin Miller Mitchell  
Rachael A. Rezabek  
Kirkland & Ellis LLP  
4550 Travis Street, Floor 12  
Dallas, TX 75205  
Kasdin.mitchell@kirkland.com  
Rachael.rezabek@kirkland.com

Any written objections must contain: (i) his/her full name, address, email address, and current telephone number; (ii) the case name and number of the Lawsuit; (iii) information required identifying the objector as a Settlement Class Member, including proof that the objector is a Settlement Class Member; (iv) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (v) the identification of any other objections he/she has filed, or has had filed on his/her behalf, in any other class action cases in the last four years; and (vi) the objector's hand signature. If represented by counsel, the objecting Settlement Class Member must also provide the name and telephone number of his/her counsel. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing at his/her own expense, either with or without counsel, he/she must state as such in the written objection, and must also identify any witnesses he/she may call to testify at the Final Approval Hearing and all exhibits he/she intends to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection.

**IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FINAL APPROVAL HEARING.**

If you submit a written objection, you may appear at the Final Approval Hearing, either in person or through personal counsel hired at your expense, to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, or to the award of attorneys' fees. You are not required, however, to appear. If you, or your attorney, intend to make an appearance at the Final Approval Hearing, you must include on your timely and valid objection a statement substantially similar to "Notice of Intention to Appear."

If you intend to appear at the Final Approval Hearing through counsel, you must also identify the attorney(s) representing you who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, email address, and the state bar(s) to which your counsel is admitted. Also, if you intend to request the Court to allow you to call witnesses at the Final Approval Hearing, such request must be made in your written objection, which must also contain a list of any such witnesses and a summary of each witness's expected testimony.

**16. *What is the difference between excluding myself and objecting to the Settlement?***

Objecting is simply telling the Court that you disagree with something about the Settlement. You can object only if you do not exclude yourself from the Settlement. Excluding yourself is telling the Court that you don't want to be part of the Settlement.

If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

**FINAL APPROVAL HEARING**

**17. *What is the Final Approval Hearing?***

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the



Settlement Class; to consider the Fee Award to Class Counsel; and to consider the request for Service Awards to the Class Representatives. You may attend, but you do not have to.

**18. When and where is the Final Approval Hearing?**

On <<Final Approval Hearing Date>> and <<Time>> ET, a hearing will be held on the fairness of the proposed Settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement's fairness. The hearing will take place in the Circuit Court of St. Clair County, Illinois, 10 Public Square, Belleville, IL 62220. The hearing may be postponed to a different date or time or location without notice. Please check [www.xxxxxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxxxxx.com) for any updates about the Settlement generally, or the Final Approval Hearing specifically. If the date or time of the Final Approval Hearing changes, an update to the Settlement website will be the only way you will be informed of the change.

**19. May I speak at the hearing?**

At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement. As described above in Section 15, you may speak at the Final Approval Hearing only if (a) you have timely submitted an objection, and (b) you have timely and validly provided a Notice of Intent to Appear.

If you have requested exclusion from the Settlement, you may not speak at the hearing.

**ADDITIONAL INFORMATION**

**20. How do I get more information?**

To see a copy of the Settlement Agreement, the Court's Preliminary Approval Order, Class Counsel's Fee Petition, and the operative Complaint filed in the Litigation, please visit the Settlement website located at: [www.xxxxxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxxxxx.com). Alternatively, you may contact the Settlement Administrator at the U.S. postal (mailing) address:

*MacNaughton et al. v. Young Living Essential Oils, LC,*  
c/o Kroll Settlement Administration LLC,  
PO Box XXXXX,  
New York, NY XXXXX-XXXX

**21. What if my address or other information has changed or changes after I submit a Claim Form?**

It is your responsibility to inform the Settlement Administrator of your updated information. You may do so at the address below:

*MacNaughton et al. v. Young Living Essential Oils, LC*  
Kroll Settlement Administration LLC  
PO Box XXXXX  
New York, NY XXXXX-XXXX

\*\*\*\*

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.**

# **EXHIBIT D**

**IN THE CIRCUIT COURT  
TWENTIETH JUDICIAL CIRCUIT  
ST. CLAIR COUNTY, ILLINOIS**

LORI MACNAUGHTON and LISA	)	
LADONSKI, <i>individually and on behalf of all</i>	)	
<i>others similarly situated,</i>	)	
	)	
Plaintiffs,	)	
	)	
v.	)	Case No. _____
	)	
YOUNG LIVING ESSENTIAL OILS, LC	)	
	)	
	)	
Defendant.	)	
	)	
_____	)	
	)	
	)	
	)	
	)	
	)	
	)	
	)	

**PROPOSED PRELIMINARY APPROVAL ORDER**

This matter came before the Court on Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (the “Settlement”) of the case titled *MacNaughton v. Young Living Essential Oils, LC*, No. \_\_\_\_\_, in the Circuit Court for the Twentieth Judicial Circuit in St. Clair County, Illinois (the “Action”). The Action is brought by Plaintiffs Lori MacNaughton and Lisa Ladonski (“Plaintiffs”), individually and behalf of all others similarly situated, against Young Living Essential Oils, LLC (“Defendant” and, together with Plaintiffs, the “Parties”). The Parties have entered into a Settlement Agreement and Release (“Settlement Agreement”) to settle this litigation. Plaintiffs have moved for preliminary approval of the proposed class action settlement. The Agreement, the exhibits thereto, and the exhibits to Plaintiffs’ Unopposed Motion

for Preliminary Approval set forth the terms and conditions for a proposed settlement and dismissal with prejudice of this Action.

Having reviewed the Agreement and its exhibits, the Motion for Preliminary Approval and supporting memorandum of points and authorities, the pleadings and all other papers on file in this Action, and statements of counsel, the Court finds that the Motion for Preliminary Approval should be GRANTED and that this Preliminary Approval Order should be entered. Terms and phrases used in those Preliminary Approval Order shall have the same meaning ascribed to them in the Agreement.

THE COURT HEREBY FINDS AND ORDERS AS FOLLOWS:

1. Unless otherwise defined herein, all terms in this Order shall have the meanings ascribed to them in the Agreement.

2. The terms of the Settlement Agreement are preliminarily approved as fair, reasonable, and adequate. There is good cause to find that the Settlement Agreement was negotiated at arms-length between the Parties, who were represented by experienced counsel, and was reached with the assistance of the Hon. Wayne Andersen (Ret.) of JAMS.

3. For settlement purposes only, the Court finds that the prerequisites to class action treatment under Section 2-801 of the Illinois Code of Civil Procedure—including numerosity, commonality and predominance, adequacy, and appropriateness of class treatment of these claims—have been preliminarily satisfied.

4. The Court hereby conditionally certifies, pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for purposes of settlement only, the following Settlement Class consisting of:

All persons within the United States who purchased essential oil products from Young Living for personal consumption from the period of January 1, 2017 through the date of the Preliminary Approval Order.

5. For settlement purposes only, Plaintiffs Lori MacNaughton and Lisa Ladonski are hereby appointed Class Representatives.

6. For settlement purposes only, the following counsel are hereby appointed Class Counsel:

MILBERG COLEMAN BRYSON	SIRI & GLIMSTAD LLP
PHILLIPS GROSSMAN PLLC.	745 5 <sup>th</sup> Ave., Suite 500
227 W. Monroe Street, Ste. 2100	New York, NY 10151
Chicago, IL 60606	

7. The Court recognizes that, pursuant to the Settlement Agreement, Defendant retains all rights to object to the propriety of class certification in the Action in all other contexts and for all other purposes should the Settlement not be finally approved. Therefore, as more fully set forth below, if the Settlement is not fully approved, and the Action resumes, this Court's preliminary findings regarding the propriety of class certification shall be of no further force or effect whatsoever, and this Order will be vacated in its entirety.

8. The Court approves, in form and content, the Notice, attached to the Memorandum in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement as Exhibit 3, and finds that it meets the requirements of Section 2-803 of the Illinois Code of Civil Procedure and satisfies Due Process.

9. The Court finds that the Notice set forth in the Settlement Agreement meets the requirements of Section 2-803 of the Illinois Code of Civil Procedure and constitutes the best notice practicable under the circumstances, satisfying fully the requirements of Due Process, and any other applicable law, such that the Settlement Agreement and Final Approval Order will be binding on all Settlement Class Members. In addition, the Court finds that no notice other than that

specifically identified in the Settlement Agreement is necessary in this action. The Parties, by agreement, may revise the Class Notice and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

10. Kroll, LLC is hereby appointed Settlement Administrator (“Administrator”) to supervise and administer notice, as well as to oversee the administration of the Settlement, as more fully set forth in the Settlement Agreement.

11. The Administrator may proceed with distribution of Class Notice as set forth in the Settlement Agreement.

12. Settlement Class Members who wish to receive benefits under the Agreement must complete and submit a valid Claim Form in accordance with the instructions provided in the Class Notice no later than forty-five (45) days following the Notice Date. The Court hereby approves both the form and content of the Claim Form attached to the Memorandum in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement as Exhibit A.

13. Settlement Class Members who do not timely submit a Claim Form deemed to be valid in accordance with the Agreement shall not be entitled to receive any Settlement funds.

14. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including with respect to the Released Claims as set forth in the Agreement, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Class in a timely and proper manner. Settlement Class Members who do not timely and validly request exclusion shall be so bound even if they have previously initiated or subsequently initiate related actions or other litigation or proceedings against Young Living or the Released Parties relating to the claims released under the terms of the Agreement.

15. Any person within the Settlement Class may request exclusion, or “opt-out” of the Settlement Class by expressly stating his/her request in a written exclusion request. Such exclusion requests must be sent to the Administrator at the address specified in the Long Form Notice in written form, postage prepaid, and post-marked no later than thirty (30) days after the Notice Date.

16. To be considered valid, the Request for Exclusion must provide the Settlement Class Member’s: (i) full legal name; (ii) email address; and (iii) either Proof of Purchase, or a personal attestation that they purchased the Products during the Class Period. A request to be excluded that is not sent individually to the required recipients designated in the Notice, or that is not postmarked within the time specified, shall be invalid and the person serving such a request shall be considered a Settlement Class Member and shall be bound as a Settlement Class Member by the Settlement Agreement, if approved. The letter must clearly manifest the Settlement Class Member’s personal intent to opt out of the Settlement Class.

17. Any person who elects to be excluded shall not: (i) be bound by any orders or judgments relating to the Settlement; (ii) be entitled to relief under, or be affected by, this Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of the Settlement.

18. Class Counsel may file a motion seeking an award of attorneys’ fees, costs and expenses, as well as a Service Award for the Class Representatives, in accordance with the terms of the Agreement, no later than fourteen (14) days prior to the Opt-Out/Objection Deadline.

19. Any Settlement Class Member who has not requested to be excluded from the Settlement Class who wishes to object to any aspect of the settlement agreement, including the amount of attorneys’ fees, costs, and expenses that Class Counsel intends to seek and the payment of the Service Award to the Class Representatives, may do so, either personally or through an

attorney, by filing a written objection, with the Clerk of the Court, and serving it upon Class Counsel, and Young Living's Counsel, no later than thirty (30) days from the Notice Date.

Addresses for Class Counsel and Young Living's Counsel are as follows:

**Class Counsel:**

Gary M. Klinger  
MILBERG COLEMAN BRYSON PHILLIPS  
GROSSMAN, PLLC  
227 W. Monroe Street, Ste. 2100  
Chicago, IL 60606

**Class Counsel:**

Mason A. Barney  
SIRY & GLIMSTAD, LLP  
745 Fifth Ave., Suite 500  
New York, NY 10151

**Young Living's Counsel:**

Kasdin Miller Mitchell  
Rachael A. Rezabek  
Kirkland & Ellis LLP  
4550 Travis Street, Floor 12  
Dallas, TX 75205

20. Any Settlement Class Member who has not requested exclusion and who intends to object to the Agreement must state, in writing: (i) his/her full name, address, email address, and current telephone number; (ii) the case name and number of the Lawsuit; (iii) information required in Section 2.5 identifying the objector as a Settlement Class Member, including proof that the objector is a Settlement Class Member; (iv) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (v) the identification of any other objections he/she has filed, or has had filed on his/her behalf, in any other class action cases in the last four years; and (vi) the objector's hand signature. If represented by counsel, the objecting Settlement Class Member must also provide the name and telephone number of his/her counsel. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing at his/her own expense, either with or without counsel, he/she must state as such in the written objection, and must also identify any witnesses he/she may call to testify at the Final Approval Hearing and



all exhibits he/she intends to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection.

21. Any Settlement Class Member who fails to timely file and serve a written objection in accordance with this Order shall be deemed to have waived, and shall be forever foreclosed from raising, any objection to the Agreement, to the fairness, reasonableness, or adequacy of the Settlement, to the payment of attorneys' fees, costs, and expenses, to the payment of an Incentive Award, and to the Final Approval Order and right to appeal the same.

22. No Settlement Class Member shall be entitled to be heard, and no objection shall be considered, unless the requirements set forth in this Order and in the Agreement are fully satisfied. Any Settlement Class Member who does not make his or her objection to the Settlement in the manner provided herein, or who does not also timely provide copies to Counsel for the Parties at the addresses set forth herein, shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise, and shall be bound by the Settlement Agreement, the releases contained therein, and all aspects of the Final Approval Order.

23. Settlement Class Members cannot both object to and exclude themselves from this Agreement. Any Settlement Class Member who attempts to both object to and exclude themselves from the Agreement will be deemed to have excluded themselves and will forfeit the right to object to the Settlement Agreement or any of its terms. If a Settlement Class Member returns both a Claim Form and a written request for exclusion, the request for exclusion shall be deemed void and of no force and effect, and the Claim Form shall be processed under the terms of the Settlement Agreement.

24. Pending the final determination of the fairness, reasonableness, and adequacy of the proposed Settlement, no Settlement Class Member may prosecute, institute, commence, or

continue any lawsuit (individual action or class action) with respect to the Released Claims against any of the Released Parties.

25. The Parties have requested that a “Final Approval Hearing” be held in this matter approximately seventy-four (74) days following the entry of this Preliminary Approval Order. The Final Approval Hearing shall be held before the Court on \_\_\_\_\_, 2024 at \_\_\_ : \_\_\_ a.m./p.m. for the following purposes:

- a. To finally determine whether the applicable prerequisites for settlement class action treatment under 735 ILCS 5/2-801 have been met;
- b. To determine whether the Settlement Agreement is fair, reasonable, and adequate, and should be approved by the Court;
- c. To determine whether the judgment as provided under the Settlement Agreement should be entered, including an order prohibiting Settlement Class Members from further pursuing Released Claims as set forth in the Settlement Agreement;
- d. To consider the application for an award of attorneys’ fees, costs, and expenses of Class Counsel;
- e. To consider the application for an Incentive Award to the Class Representatives;
- f. To consider distribution of the settlement funds pursuant to the Settlement Agreement;
- g. To rule on such other matters as the Court may deem appropriate.

26. The Final Approval Hearing may be postponed, adjourned, transferred, or continued by order of the Court without further notice to the Settlement Class. At or following the

Final Approval Hearing, the Court may enter a judgment approving the Settlement Agreement and a Final Approval Order in accordance with the Settlement Agreement that adjudicates the rights of all Settlement Class Members.

27. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

28. All discovery and other proceedings in the Action as between Plaintiffs and Young Living are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Agreement and this Order.

29. For clarity, the deadlines set forth above and in the Agreement are as follows:

<b>Notice to be Completed by (“Notice Date”):</b>	14 days after Preliminary Approval
<b>Fee and Expense Application to be Submitted by:</b>	14 days prior to the Deadline to Object/ Request Exclusion
<b>Deadline to Submit Final Approval Submissions:</b>	10 days prior to the Final Approval Hearing
<b>Deadline to Object to the Settlement:</b>	30 days after the Notice Date
<b>Deadline to Request Exclusion from the Settlement:</b>	30 days after the Notice Date
<b>Final Approval Hearing:</b>	____, 2024
<b>Claims Deadline:</b>	45 Days after the Notice Date

**IT IS SO ORDERED.**

Entered: \_\_\_\_\_

\_\_\_\_\_  
Circuit Court Judge  
Circuit Court of St. Clair County