

# NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION

## CALIFORNIA SUPERIOR COURT FOR THE COUNTY OF LOS ANGELES

# If You Purchased TrimSpa X32 in the United States for Personal Use During the Period April 1, 2003 through October 31, 2006, You Could be Entitled to Benefits Under a Class Action Settlement.

*The California Superior Court for the County of Los Angeles authorized this Notice. This is not a solicitation from a lawyer.*

**Note: Plaintiff alleged that Defendants made false and misleading statements in their labeling and advertising of TrimSpa X32 that were resolved in October 2006.**

- For each bottle of TrimSpa X32 you purchased in the United States for personal use and not for resale during the period April 1, 2003 through October 31, 2006 (the “Class Period”), this Settlement will provide all of the following benefits:
  1. A Settlement Check in the amount of \$1.00 for each bottle of TrimSpa X32 you purchased during the Class Period;
  2. One (1) free bottle of Winfuel multivitamin, or MultiSpa Men’s or MultiSpa Women’s multivitamin, at Defendant’s discretion, for each bottle of TrimSpa X32 you purchased during the Class Period; and
  3. A Coupon for \$5.00 for each bottle of TrimSpa X32 you purchased during the Class Period. Each coupon can be redeemed for a discount on any 90-count TrimSpa product.
- To receive these benefits you must timely file a valid Claim Form.
- Your legal rights are affected whether or not you act. Please read this Notice carefully.

### YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

<b>SUBMIT A CLAIM FORM</b>	The only way to get a payment.
<b>EXCLUDE YOURSELF</b>	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against the marketers and distributors of TrimSpa X32 about the legal claims in this case.
<b>OBJECT</b>	Write to the Court about why you don’t like the Settlement.
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the Settlement.
<b>DO NOTHING</b>	Get no payment. Give up rights.

- These rights and options — **and the deadlines to exercise them** — are explained in this Notice.
- The Court in charge of this case must still decide whether to approve the Settlement. Benefits will be distributed if the Court approves the Settlement and after appeals, if any, are resolved.

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## BASIC INFORMATION

### 1. What is the purpose of this Notice?

This Notice describes a proposed Settlement of a class action lawsuit (the "Lawsuit") and your options before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after objections and appeals are resolved, the Settlement Administrator will distribute the benefits that the Settlement provides to Authorized Claimants. This Notice explains the Lawsuit, the proposed Settlement, your legal rights, what benefits are available, who is eligible for them, and how to claim them.

### 2. What is a class action?

In a class action, one or more people sue on behalf of people who have alleged similar claims. All these people are a Class or Class Members. The people who sued are called Plaintiffs, and the company they sued, is called the Defendant. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

### 3. Who are the Plaintiff and the Defendants in this class action?

This proposed Settlement is between the following parties: Plaintiff BELKIS LAROSA, individually and on behalf of the Settlement Class (“Plaintiff”), and Defendants NUTRAMERICA CORPORATION, TRIMSPA CORPORATION, GOEN TECHNOLOGIES CORPORATION, and ALEX GOEN (collectively “GTC” or “Defendants”) and their respective counsel of record in the action entitled Belkis LaRosa v. Nutramerica Corp., et al., Los Angeles County Superior Court, Case No. BC 309427 (“Lawsuit” or “Action”). This proposed Settlement is subject to court approval pursuant to California Rules of Court, Rule 1859.

### 4. What is this Lawsuit about?

Plaintiff alleged that the Defendants made false and misleading statements in their labeling and advertising of TrimSpa X32 (the “Product”).

While the Defendants deny any wrongdoing or liability arising out of any of the facts or conduct alleged in the Lawsuit and believe that they have valid defenses to Plaintiff’s claims, the Defendants have determined that the Settlement is fair, adequate, and reasonable and that it is in the best interests of the Settlement Class.

### 5. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendants. Instead, both sides agreed to a Settlement. In this way, they avoid the cost of a trial, and Settlement benefits go to the Class Members. The Plaintiff and the attorneys think the Settlement is best for the Class Members.

## WHO IS IN THE SETTLEMENT?

### 6. Who are the people covered by this Settlement?

The Court has decided that everyone who fits this description is a Class Member: All persons who purchased the Product in the United States for personal use and not for resale during the time period April 1, 2003 through October 31, 2006.

### 7. Are there exceptions to being included in the Settlement?

Excluded from the Settlement Class are all persons who opt out of the Settlement in a timely and correct manner (as defined herein), counsel of record (and their respective law firms) for either of the parties, the Defendants and any of their parents, affiliates, subsidiaries, independent service providers and all of their respective employees, officers and directors; the presiding judge in the Action, and all of his relatives within the third degree of consanguinity; and any natural person or entity that has entered into a release with the Defendants concerning the Product.

## THE SETTLEMENT BENEFITS — WHAT YOU GET

### 8. What Benefits does the Settlement provide Class Members?

The Defendants will provide the following to any Settlement Class Member who submits a timely, complete and valid Claim Form:

1. A Settlement Check in the amount of \$1.00 for each bottle of the Product you purchased during the Class Period. Your Settlement Check will be valid for six months from the issue date. If the Settlement Check is not cashed within six months of the issue date the monetary value associated with the Settlement Check shall remain the property of the Defendants.
2. One (1) bottle of Winfuel multivitamin, or MultiSpa Men’s or MultiSpa Women’s multivitamin, at Defendants’ discretion, for each bottle of TrimSpa X32 you purchased during the Class Period; and
3. A Coupon for \$5.00 for each bottle of the Product you purchased during the Class Period. Each Coupon can be redeemed for a discount on any 90-count TrimSpa product, including TRIMSPA X32, TRIMSPA ENERGY, TRIMSPA ULTRA, METABOSPA, COLONSPA, DIGESTSPA, and H2O RELEASESPA.

Each Coupon will be redeemable online at a website to be identified on the Coupon, or at any retailer where coupons are accepted. When completing the Claim Form, you must elect whether the Coupon is to be redeemable online or at a retail store, and this election may not be changed. Each Coupon will be transferable and valid for one year from the issue date.

## HOW YOU GET THE BENEFITS — SUBMITTING A CLAIM FORM

### 9. Submit a Claim Form to become an Authorized Claimant

You may download a Claim Form from the Settlement website ([www.TrimSpaSettlement.com](http://www.TrimSpaSettlement.com)) or you may request a Claim Form be mailed to you by calling toll-free, 1-888-889-5841.

To qualify for the Settlement benefits, you must answer all the questions on the Claim Form, sign it under penalty of perjury and **mail it to the Settlement Administrator with a postmark no later than August 31, 2007.**

### 10. When will I get my Check, Multivitamin(s) and Coupon(s)?

The Court will hold a hearing on August 21, 2007, at 11 a.m., to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. The appeal process can take time, and in some cases appeals have taken more than a year to resolve. If there is an appeal, no claims will be paid until it is resolved and the Settlement receives final approval by the Court. After the appeal process, if any, your Settlement Check and Coupon(s) will be mailed to you, and your Winfuel or MultiSpa Product(s) will be shipped to you.

### 11. What am I giving up to Receive the Settlement Benefits or to stay in the Class?

Unless you exclude yourself (see the next section), you will be a Settlement Class Member, whether or not you file a claim. As a Settlement Class Member, you cannot sue or be part of any other lawsuit against the Defendants relating to the legal issues in this case. It also means that all of the Court's orders will apply to you and legally bind you. If you sign the Claim Form, you will agree to a "Release of Claims," included with the Claim Form, which describes the legal claims that you are giving up.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want to receive the Settlement Benefits, but you want to have the right to sue the Defendants on your own about the legal issues in this case, then you must take steps to remove yourself from the Settlement. This is called excluding yourself from the Settlement —sometimes referred to as opting out of the Settlement Class.

### 12. How do I exclude myself From the Settlement?

To exclude yourself from the Settlement, you must send a Request for Exclusion letter by mail stating: "I want to be excluded from the Settlement in *Belkis LaRosa v. Nutramerica Corp., et al.*, Los Angeles County Superior Court, Case No. BC 309427. I swear under penalty of perjury that I purchased at least one bottle of TrimSpa X32 during the period April 1, 2003 to October 31, 2006." Also, you must print your name, address, telephone number, and include your signature and the date you signed your letter. You must mail your Request for Exclusion so that it is **postmarked no later than August 2, 2007**, to: TrimSpa Settlement Administrator, P.O. Box 6175, Novato, CA 94948-6175.

### 13. If I don't exclude myself, can I sue the Defendants for the same thing later?

If you do not submit a valid and timely Request for Exclusion on or before August 2, 2007, you will be bound by all terms of the Settlement and any Final Judgment entered in this Litigation if the Settlement is approved by the Court, regardless of whether you ineffectively or untimely requested exclusion from the Settlement.

### 14. If I exclude myself, can I get Benefits from this Settlement?

If you properly exclude yourself from the Settlement using this procedure, you will not be entitled to any benefits from the Settlement, will not be bound by the Settlement, and will not have any right to object, appeal, or comment about the Settlement.

## THE LAWYERS REPRESENTING YOU

### 15. Do I have a lawyer in this case?

The Plaintiff and the Class are represented in this case by Wayne S. Kreger, Esq. and Launa N. Everman, Esq., MILSTEIN, ADELMAN, & KREGER, LLP, 2800 Donald Douglas Loop North, Santa Monica, CA 90405 and Rob Chaiken, Esq., CHAIKEN & CHAIKEN, PC, One Galleria Tower, 13355 Noel Rd., Ste. 1320, Dallas, Texas 75240. Together, these lawyers are called Plaintiff's Counsel. You will not be charged for the services of these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How will the lawyers be paid?

Plaintiff's Counsel has devoted substantial time and resources to this litigation over the course of more than three years. Plaintiff's Counsel has pursued this litigation on behalf of the Settlement Class without having received any compensation, or assurance of compensation, for their services rendered or reimbursement for expenses. At the hearing on final settlement approval, Plaintiff's Counsel will apply for attorneys' fees and expenses in an amount not to exceed \$3,428,000.00. Additionally, Defendants have agreed to pay an enhancement fee of \$5,000.00 to the Plaintiff. Such amounts, as approved by the Court, will not reduce the amount available to the Settlement Class Members.

OBJECTING TO THE SETTLEMENT

You may tell the Court that you don't agree with the Settlement or some part of it.

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

Only Settlement Class Members may object to the Settlement. If you wish to object to the Settlement you must do so in writing. Written objections must: (1) state the basis of the objection; (2) state the case name, Court and case number (Belkis LaRosa v. Nutramerica Corp., et al., Los Angeles County Superior Court, Case No. BC 309427); (3) state under penalty of perjury that you purchased at least one bottle of TrimSpa X32 during the period April 1, 2003 to October 31, 2006; (4) mail your Objection to the Settlement Administrator, Plaintiff's Counsel, and Defendants' Counsel, at the addresses shown below postmarked no later than August 2, 2007; and (5) file your Objection with the Court by August 2, 2007.

If you object to the Settlement (and do not exclude yourself from the Settlement as described above) and the Court approves the Settlement, you will remain a member of the Settlement Class and will be entitled to receive the settlement benefits, provided that you complete and timely submit a Claim Form.

Settlement Class Members who do not timely file and serve a written objection in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

Objections must be mailed to the following postmarked no later than August 2, 2007:

**Plaintiff's Counsel**

Wayne S. Kreger  
Milstein, Adelman & Kreger, LLP  
2800 Donald Douglas Loop North  
Santa Monica, CA 90405

**Defense Counsel**

William A. Hanssen  
Drinker, Biddle & Reath, LLP  
Wells Fargo Center  
333 South Grand Avenue, Suite 1700  
Los Angeles, CA 90071

**The Court**

Clerk of the Court  
Superior Court for the County of Los Angeles  
Central Civil West Courthouse  
600 South Commonwealth Avenue  
Los Angeles, CA 90005

**Settlement Administrator**

TrimSpa Settlement Administrator  
P.O. Box 6175  
Novato, CA 94948-6175

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement, which is called the Fairness Hearing. You may attend, and you may ask to speak, but you are not required to do so.

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

The Court will hold a Fairness Hearing on Tuesday, August 21, 2007 at 11:00 a.m. at the Superior Court of California for the County of Los Angeles, Central Civil West Courthouse, 600 South Commonwealth Avenue, Los Angeles, California 90005, 14<sup>th</sup> Floor, Department 309, before the Honorable Judge Anthony J. Mohr. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Judge will listen to people who have asked to speak at the hearing. The Court may also consider how much to pay Plaintiff's Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

No. Plaintiff's Counsel will answer questions the Judge may have. You are welcome, however, to attend at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was received on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary. Finally, you may seek to intervene in the Action, but you need not do so.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Belkis LaRosa v. Nutramerica Corp., et al.*, Los Angeles County Superior Court, Case No. BC 309427." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be received by the Clerk of the Court, Plaintiff's Counsel, Defense Counsel and the Settlement Administrator at the four addresses in Question 17, no later than **August 2, 2007**. You cannot speak at the hearing if you have excluded yourself.

## IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you will receive no benefits from this Settlement. But, unless you exclude yourself, you won't be able to start a lawsuit or be part of any other lawsuit against the Defendants about the legal issues in this case, ever again.

## GETTING MORE INFORMATION

22. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. Copies of the Settlement Agreement and the pleadings and other documents relating to the case are on file at the Los Angeles Superior Court, and may be examined and copied at any time during regular office hours at the Office of the Clerk, Los Angeles Superior Court, Central Civil West Courthouse, 600 South Commonwealth Avenue, Los Angeles, California 90005.

23. How do I get more information?

You may visit the Settlement website at [www.TrimSpaSettlement.com](http://www.TrimSpaSettlement.com), where you will find answers to common questions about the Settlement, a Claim Form, plus other information. You may also call or write to the TrimSpa Settlement Administrator, P.O. Box 6175, Novato, CA 94948-6175, 1-888-889-5841 (toll-free). **Questions may not be directed to the Court.**

Date: May 15, 2007