

NOTICE OF CLASS ACTION SETTLEMENT

*ALAN DUCORSKY v. PREMIER ORGANICS, INC.
Alameda County Superior Court Case No. HG16801566*

*The Superior Court has authorized this notice.
This is not a solicitation from a lawyer.*

IF YOU PURCHASED CERTAIN ARTISANA COCONUT OIL PRODUCTS MANUFACTURED BY PREMIER ORGANICS, INC. YOU MAY BE ENTITLED TO A CASH PAYMENT

THIS NOTICE CONCERNS YOUR LEGAL RIGHTS
PLEASE READ IT CAREFULLY

WHY ARE YOU RECEIVING THIS NOTICE?

- This settlement resolves a lawsuit (the “Action”) against Premier Organics, Inc. (“Premier”), alleging that Premier, which manufactures, distributes, and markets the Artisana Virgin Coconut Oil that is the subject of the Action, violated certain California laws by misleadingly marketing the product as healthy. Premier denies the allegations and any wrongdoing.
- If you purchased **Artisana Virgin Coconut Oil** depicting the label attached hereto as Exhibit “A-1,” for your own personal or household use, and not for resale, you may be a member of the settling Class. The Court requires this Notice because you have the right to know about the proposed Settlement and about all of your options before the Court decides whether to approve the Settlement. This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, and how to get them.
- All Class Members who do not exclude themselves from the settlement will receive the relief provided for in the settlement and will be bound by the orders issued by the Court regarding the settlement.

WHAT ARE THE TERMS OF THE PROPOSED SETTLEMENT?

- The two sides disagree on what relief, and how much, could have been won, if any, if the Class won at trial. The settlement avoids costs and risks to you from continuing the lawsuit, provides relief to affected persons like you, and releases Premier from liability for the related claims.
- The proposed class action settlement will provide the Class with \$312,500 of monetary relief, to cover all fees and expenses associated with final settlement approval by the Court (the “Common Fund”), including reimbursing class members who make claims, notice, administration, plaintiff’s service award, legal expenses, and attorneys’ fees. Class Members who can provide a proof of purchase in the form of receipt or Product packaging, will be reimbursed for the full price paid for the Product(s). Class Members without proof of purchase will be reimbursed as follows, and will be capped at reimbursement for three Products: \$4.00 for a 14-ounce jar of Coconut Oil, \$5.00 for a 16-ounce jar of Coconut Oil, and \$5.00 for a box of 10 one-ounce packets of Coconut Oil. Any remainder of the Common Fund, following all disbursements, shall be distributed pro rata to the responding Class Members.
 - Premier has also removed from the label and advertising of its Artisana Virgin Coconut Oil the following statements:
 - “a healthy choice for your whole body”
 - “a healthy substitute for butter or margarine”
 - “non-hydrogenated”
 - specially processed “to maintain the nutritional value”
 - “Great taste or great nutrition? With Artisana, it’s easy to choose both!”
- Class Counsel and the Class Representative will apply for attorneys’ fees and expenses, and a service award, out of the Common Fund. Class Counsel will seek fees in an amount of no more than one-third (33.3%) of the Common Fund, and actual litigation expenses, and Class Representative will seek a service award of no more than \$2,500. Class Counsel have agreed to split any fees awarded 50% to The Law Office of Jack Fitzgerald, PC, and 50% to The Law Office of Paul K. Joseph, PC.

BACKGROUND ON THE LAWSUIT & SETTLEMENT

The proposed settlement class covers the time period of January 26, 2012 to September 20, 2017.

The lawsuit seeks to obtain compensation for violation of California consumer protection statutes including the Unfair Competition Law (UCL), False Advertising Law (FAL), and Consumers Legal Remedies Act (CLRA), and for Breach of Express and Implied Warranties.

After the parties engaged in substantial investigation, discovery, and settlement negotiations, plaintiff and defendant have reached an agreement providing for the settlement of the lawsuit. The terms of the proposed Settlement are set forth in the Settlement Agreement filed with the Court, which is also available online, at www.ArtisanaSettlement.com.

Plaintiff and Class Counsel have evaluated the information made available in the course of the lawsuit and have taken into account the risks and uncertainties of proceeding with this litigation, including the risks and uncertainties of class certification, prevailing on the merits, proving damages at trial, and prevailing on post-trial motions and appeal. Based upon their consideration of these factors, plaintiff and Class Counsel believe it is in the best interests of the Class to settle the lawsuit on the terms described below.

Premier denies plaintiff's allegations and any wrongdoing, and the Class's right to recover anything. Nevertheless, it has agreed to settle the lawsuit for the purpose of avoiding the time and expense of further litigation.

THE CLASS

The Court has certified a settlement class consisting of:

All persons who, during the Class Period (January 26, 2012 to September 20, 2017), purchased 14-ounce jars of Premier Organics' Artisana Virgin Coconut Oil, 16-ounce jars of Premier Organics' Artisana Virgin Coconut Oil, and/or boxes of 10 one-ounce packets of Premier Organics' Artisana Virgin Coconut Oil, for personal or household use, with the label or packaging depicted in Exhibit A-1. Excluded from the Class are Premier Organics, its corporate parents, subsidiaries and affiliates, officers and directors, any entity in which Premier Organics has a controlling interest, and the legal representatives, successors or assigns of any such excluded persons or entities.

DO I HAVE A LAWYER IN THE CASE?

The Court has appointed The Law Office of Jack Fitzgerald, PC and The Law Office of Paul K. Joseph, PC, as Class Counsel in this case. The Court has determined that Class Counsel are qualified to represent you and all other Class Members. You will not be charged for these lawyers. The lawyers handling the case are experienced in handling similar cases.

Nevertheless, you have the right to consult or retain an attorney of your choice at your own expense to advise you regarding the Settlement and your rights in connection with the Settlement and Final Approval Hearing described below.

YOUR RIGHTS TO PARTICIPATE IN, EXCLUDE YOURSELF FROM, OR OBJECT TO THE SETTLEMENT

The purpose of this Notice is to inform you of this lawsuit so you can make an informed decision as to whether you should remain in or opt out of this Class Action. Your legal rights are affected, and you have a choice to make now. In response to this Notice, you may (1) submit a Claim Form, (2) ask to be excluded from the lawsuit, (3) object to the proposed Settlement, or (4) do nothing. Those options are summarized in the following table, and then discussed in greater detail below.

Your Legal Rights and Options in This Lawsuit	
Submit a Claim Form	Participate in settlement. Receive compensation. Give up certain rights. The only way to get a monetary payment. Postmark or submit your Claim Form online by November, 27, 2017 .
Ask To Be Excluded	Get out of this lawsuit. Get no benefits from it. Keep rights. If you ask to be excluded you will not be bound by what the Court does in this case and will keep any right you might have to sue Premier separately about the same legal claims in this lawsuit. If there is a recovery in this case, including under the proposed settlement, you will not share in that recovery.
Object	Tell the Court why you believe the proposed Settlement is unfair, unreasonable, or inadequate. You may file a written objection no later than December 6, 2017 and/or appear at the Final Approval Hearing to tell the Court why you believe the proposed Settlement is unfair, unreasonable, or inadequate.
Do Nothing	Stay in this lawsuit. Await the outcome. Give up certain rights. By doing nothing, you will get no cash payment and give up any right you may have to sue Premier separately about the same legal claims in this lawsuit.

1. Submit a Claim Form

You must submit a Claim Form to get a monetary payment. Claim Forms may be printed or filed online at the Settlement Website, www.ArtisanaSettlement.com. Claim Forms are simple and easy to complete, requiring (a) personal/contact information, (b) a statement of the quantity of products purchased during the Class Period, and (c) your affirmation that the information provided is true and correct. In exchange for receiving a monetary payment, under the Settlement Agreement, you will give up your rights to sue Premier about the same claims in this lawsuit.

Claim forms must be mailed, emailed, or submitted online no later than November 27, 2017.

2. Exclude Yourself from the Settlement and Do Not Receive Compensation

If you do not want to be bound by this settlement, you must request to be excluded from the Class. If you request to be excluded from the Class, you will retain any individual rights you have against Premier and will not have “released” it from any claims. However, you will **not** receive the compensation described above. You may not object to the Settlement under this option. If you wish to be excluded from the Class (sometimes referred to as “opting out”), you must download and print an Opt-Out Form from the Settlement Website (www.ArtisanaSettlement.com), fill out and sign the form, and mail it to the class action administrator, postmarked on or before December 6, 2017 at the following address:

Artisana Settlement
c/o Rust Consulting, Inc.
Claims Administrator - 5831
P.O. Box 2599
Faribault, MN 55021-9599

3. Object to the Settlement

If you want to express an objection to part or all of the Settlement, you may appear at the Final Approval Hearing and/or object to the proposed Settlement. If the Settlement is approved, you will still receive the Settlement compensation and be bound by the Settlement Release.

If you wish to object or to appear at the Final Approval Hearing, you must, no later than December 6, 2017, file with the Court and serve on Class Counsel and Defense Counsel at the addresses set forth below, a written objection that provides:

- (i) The name of this Action (“*Alan Ducorsky v. Premier Organics, Inc.*”)
- (ii) The full name, address, telephone number, and last four digits of the social security number of the person objecting;
- (iii) The word “Objection” at the top of the document; and
- (iv) In clear and concise terms, the legal and factual arguments supporting the objection.

In addition, if you intend to appear at the Final Approval Hearing, you must also, no later than December 6, 2017, file with the Court and serve on Class Counsel and Defense Counsel a Notice of Intent to Appear, either in person or through an attorney. The Notice of Intent to Appear must set forth:

- (i) The name of this Action (“*Alan Ducorsky v. Premier Organics, Inc.*”);
- (ii) The full name, address, telephone number, and last four digits of the social security number of the person intending to appear at the Fairness Hearing;
- (iii) The words “Notice of Intention to Appear” at the top of the document; and
- (iv) The identity (name, address, and telephone number) of any lawyer who will speak on the person’s behalf.

More detailed instructions and requirements for objecting are set forth in the Court’s Preliminary Approval Order, which is available on the Class Settlement Website, at www.ArtisanaSettlement.com.

Class Counsel

Jack Fitzgerald
The Law Office of Jack Fitzgerald, PC
3636 4th Ave., Ste. 202
San Diego, CA 92103

Paul K. Joseph
The Law Office of Paul K. Joseph, PC
4125 W. Pt. Loma Blvd., No. 206
San Diego, CA 92110

Defense Counsel

Craig J. Mariam
Gordon & Rees LLP
633 West Fifth Street, 52nd Floor
Los Angeles, CA 90071

4. Do Nothing

If you do nothing, you will get no money from the settlement. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit or be part of any other lawsuit against Premier about the claims in this case.

RELEASE OF CLAIMS

If the Court approves the Settlement and you have not excluded yourself as described above, you will be bound by the Settlement and will be forever barred from suing Premier and related entities for the claims released in the Settlement. This applies whether you currently know about the existence of such claims or not.

Here, the claims you will give up are:

any and all manner of action, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, losses, costs, expenses, and attorneys' fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent, arising out of the conduct alleged or otherwise referred to in the Action, specifically any claim arising from the purchase of any Product identified in the Action.

FINAL APPROVAL HEARING

The Court has scheduled a Final Approval Hearing (sometimes referred to as a "Fairness Hearing") to determine whether the Court should approve the Settlement as fair, reasonable, and adequate to the Class, and whether Judgment should be entered in accordance with the Settlement Agreement. The Court will also consider at the Final Approval Hearing the request of Class Counsel for an award of attorneys' fees and reimbursement of expenses, as well as the request of the Class Representative for a service award for services rendered on behalf of the Class.

The Final Approval Hearing will occur at **January 24, 2018 at 9:00 a.m. in Department 17 of the Alameda County Superior Court, the Honorable George C. Hernandez presiding, 1221 Oak Street, Oakland, California 94612.**

Your attendance at the Final Approval Hearing is not required. However, you may be heard orally at the hearing in opposition to the proposed Settlement if you wish. You may also enter an appearance through an attorney retained at your own expense. If you do not enter an appearance through an attorney, and do not object, Class Counsel will represent you at the hearing.

WHERE CAN I GET MORE INFORMATION?

The Notice's description of the case and Settlement is general. For more details of the matters involved in this lawsuit and the Settlement, you may review the Settlement agreement and related pleadings as set forth below.

If you want more detailed information about the lawsuit and proposed Settlement, including reviewing the Settlement documents, you may visit the Settlement Website at www.ArtisanaSettlement.com, contact Rust Consulting at (866) 306-9902, or contact Class Counsel at (619) 692-3840.

If you wish to review the Court's docket in this case, you may do so by visiting <https://publicrecords.alameda.courts.ca.gov/PRS>, the Court's public access website. Click "search by case number," then enter case number HG16801566. You may view the Court's docket from here, including but not limited to documents filed with the Court (on the "Register of Action"), ruling and orders, and other information.

DO NOT TELEPHONE OR ADDRESS ANY QUESTIONS ABOUT THE CASE OR SETTLEMENT TO THE CLERK OF THE COURT OR TO THE JUDGE. THEY ARE NOT PERMITTED TO ANSWER YOUR QUESTIONS. THE COURT EXPRESSES NO VIEW AS TO THE MERITS OF ANY CLAIMS OR DEFENSES ASSERTED BY ANY PARTY TO THE ACTION.