

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

Para una notificación en español, visite www.GinkgoldSettlement.com

**IF YOU BOUGHT GINKGOLD® GINKGO BILOBA EXTRACT, YOU
COULD GET REIMBURSED FROM A CLASS ACTION SETTLEMENT.**

A California Federal Court authorized this Notice. This is not a solicitation from a lawyer.

- This settlement resolves a lawsuit against Schwabe North America, Inc. and Nature’s Way Products, LLC (together “Defendants”), for alleged false advertising of Ginkgold® Advanced Ginkgo Extract (“Ginkgold”) and Ginkgold® Max Advanced Ginkgo Extract Max 120 mg (“Ginkgold Max”).
- The settlement provides reimbursements to qualifying consumers. You may be entitled to reimbursement if you bought Ginkgold or Ginkgold Max in California from July 7, 2011 to October 1, 2020, or anywhere else in the United States from January 1, 2016 to October 1, 2020.
- Your legal rights are affected whether or not you act. ***Please read this notice carefully.***

YOUR RIGHTS AND CHOICES		
SUBMIT A CLAIM FORM FOR REIMBURSEMENT	If you bought Ginkgold or Ginkgold Max during certain time periods (page 4), you are entitled to reimbursement of your purchases of Ginkgold and Ginkgold Max. If you qualify, you must submit a claim form by the due date to obtain reimbursement. By participating in the settlement, you will give up your right to sue the Defendants about the claims in this case.	Submit Claim Form by: February 24, 2021
OPT OUT OF THE SETTLEMENT	If you ask to get out of the settlement, you will not be entitled to reimbursement, but you keep any right to file your own lawsuit against Schwabe North America, Inc. and Nature’s Way Products, LLC.	Mail Opt Out Request Postmarked by: December 28, 2020
OBJECT	Remain a Settlement Class Member and tell the Court what you do not like about the settlement. You will still be bound by the settlement if the Court approves it and may still seek reimbursement.	File Objections by: December 28, 2020
STAY IN THE CLASS AND HIRE YOUR OWN ATTORNEY	The Court will hold hearing on January 25, 2021 to determine whether to approve the Settlement Agreement. If you want your own attorney to represent you, you must pay for him or her yourself. Your attorney must file a notice of appearance.	File Notice of Appearance by: December 28, 2020
DO NOTHING	If you do nothing, you will not receive a Settlement payment and you will give up your right to sue the Defendants about the claims in this case.	

QUESTIONS? VISIT www.GinkgoldSettlement.com

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BASIC INFORMATION

1. What is this lawsuit about?

In this lawsuit, called *Sonner v. Schwabe North America, Inc. et al.*, Case No. 5:15-cv-01358 VAP (SP) and pending in the United States District Court for the Central District of California, Plaintiff on behalf of herself and other purchasers of Ginkgold and Ginkgold Max alleges Schwabe North America, Inc. and Nature's Way Products, LLC (together, "Defendants") engaged in false advertising by claiming Ginkgold and Ginkgold Max provide cognitive health benefits that they do not actually provide. Plaintiff brought claims against Defendants for violation of consumer protection laws. Defendants have and continue to vigorously deny all of Plaintiff's claims related to Ginkgold and Ginkgold Max, deny all wrongdoing, and believe the litigation is without merit because each and every cognitive benefit claim is substantiated by science. However, to avoid the cost of litigation, its associated burden, and potential risks for both sides, the Parties have reached a Stipulation of Class Action Settlement, which was preliminarily approved by the Court on October 1, 2020.

This lawsuit does not concern personal injury claims.

2. Why is the lawsuit a class action?

In a class action lawsuit, one or more people called "Class Representatives" sue on behalf of other people who have similar claims. The people together are a "Class" or "Class Members." The Court has preliminarily decided that this lawsuit can be a nationwide class action for settlement purposes. However, final certification of the Settlement Class will depend on the Court granting final approval of the settlement. This means that if the settlement does not receive final approval by the Court, then Settlement Class Members will not get benefits under this settlement and Plaintiff will go back to the Court to prove this case through trial.

3. Why is there a settlement?

Plaintiff believes her case is meritorious, yet she has agreed to this settlement because if it is approved, it provides significant benefits to the Settlement Class while avoiding risks associated with further litigation and trial. Defendants believe the lawsuit has no merit, but nevertheless agree to this settlement to end further litigation, which could be protracted burdensome and expensive.

The Court has not decided who is right or wrong. This proposed settlement is not and should not be considered as evidence of Defendants' admissions or concession of any fault or wrongdoing.

4. What is the effective date of this settlement?

The Final Effective Date of this settlement is the date when the settlement becomes final, which is five (5) days after the Final Approval Order entered by the Court becomes final. If there is an appeal, the Final Effective Date will be five (5) days after the date on which (a) all such appeals have been dismissed; or (b) the appropriate Court of Appeals has entered a final judgment affirming the Final Approval Order of the Court, which (i) is no longer subject to any further appellate challenge, or (ii) has been affirmed by the United States Supreme Court, whichever is earlier.

WHO IS IN THE SETTLEMENT?

5. Am I part of the settlement?

You are a Settlement Class Member and part of the settlement if you purchased Ginkgold or Ginkgold Max for personal use in California from July 7, 2011 to October 1, 2020, or anywhere else in the United States from January 1, 2016 to October 1, 2020.

Excluded from the settlement are: (a) Defendants, their officers, directors and employees, affiliates and affiliates' officers, directors and employees; (b) Class Counsel; (c) judicial officers and their immediate family members and associated court staff assigned to this case; (d) persons or entities who purchased Ginkgold or Ginkgold Max for resale; and (e) persons who timely and properly exclude themselves from the settlement.

THE SETTLEMENT BENEFITS – WHAT YOU WILL GET

6. What are the possible benefits of this settlement?

If you are a Settlement Class Member and submit a claim, Defendants will reimburse you for your purchases of Ginkgold and Ginkgold Max. If you have proof of purchase, as described in the claim form, you will be reimbursed for purchases of Ginkgold and Ginkgold Max you made in California from July 7, 2011 and October 1, 2020, and anywhere else in the United States from January 1, 2016 and October 1, 2020. If you do not have proof of purchase, you will be reimbursed for up to three purchases. Reimbursement is based on a blended average retail price of the Ginkgold or Ginkgold Max products purchased up to \$18 or \$33, depending on the product version purchased. The payment to valid claims may be increased or decreased on a *pro rata* basis depending on the total value of the claims made.

Any money remaining in the \$3,375,000 Settlement Fund after payment of settlement notice and administration, attorneys' fees and costs (of up to 33% of the Settlement Fund), a Class Representative incentive payment (of up to \$5,000) awarded by the Court, and valid Settlement Class Member claims, will be paid via the *cy pres* doctrine to the American Brain Foundation.

7. How do I get reimbursed?

If you are a Settlement Class Member, you must fill out and submit a Claim Form to the Settlement Administrator. The Claim Form can be obtained at www.GinkgoldSettlement.com or by writing to the Settlement Administrator at the address listed below. The completed Claim Form must be submitted to the Settlement Administrator online or by mail to the address below by **February 24, 2021**.

Ginkgold Settlement
c/o JND Legal Administration
P.O. Box 91231
Seattle, WA 98111

The Settlement Administrator will review all claims and supporting documentation received and determine the eligibility of each Settlement Class Member's claim for reimbursement.

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YOUR RIGHTS – GETTING OUT OF THE SETTLEMENT

8. Can I get out of the settlement?

Yes. You can get out of the settlement and the Settlement Class. This is called “excluding yourself” or “opting out.” If you exclude yourself from the settlement, you will not be entitled to receive the settlement benefits. However, you will not be bound by any judgment or settlement of this class action lawsuit and will keep your right to sue Defendants independently over claims you may have.

9. How can I exclude myself from the settlement?

To exclude yourself from the settlement, you must send a “Request for Exclusion” in the form of a letter or Request for Exclusion form stating that you want to be excluded from *Sonner v. Schwabe North America, Inc.*, Case No. 5:15-cv-01358-VAP-SP. Be sure to include your name, address, telephone number, basis upon which you are a Settlement Class Member, and sign the letter. You must mail your Request for Exclusion postmarked by **December 28, 2020** to: Ginkgold Settlement, c/o JND Legal Administration, P.O. Box 91231, Seattle, WA 98111. Request for Exclusion forms can be obtained at www.GinkgoldSettlement.com.

If you do not follow these procedures and deadlines, you will remain a Settlement Class Member and lose any opportunity to exclude yourself from the settlement. This means that your rights will be determined in this lawsuit by the Settlement Agreement if it receives final approval from the Court.

YOUR RIGHTS – OBJECTING TO THE SETTLEMENT

10. Can I tell the Court I do not like the settlement?

Yes. If you do not exclude yourself from the settlement, you can tell the Court you do not like the settlement or some part of it by filing an objection to the settlement. If you object, you remain a Settlement Class Member and cannot exclude yourself.

11. How can I object to the settlement?

To object, you must mail a written objection to: (1) the Court, (2) Class Counsel, and (3) Defendants’ Counsel. Your objection must contain the following:

- i. The case name and number—*Sonner v. Schwabe North America, Inc., et al.*, Case No. 5:15-cv-01358-VAP-SP;
- ii. The full name, address, and telephone number of the person objecting;
- iii. The word “Objection” at the top of the document;
- iv. An explanation of the basis upon which the person claims to be a Settlement Class Member;
- v. In clear and concise terms, the legal and factual arguments supporting the objection;

QUESTIONS? VISIT www.GinkgoldSettlement.com

- vi. The identity (name, address, and telephone number) of any counsel representing the person and whether they will appear at the Fairness Hearing; and
- vii. The person’s signature and date of signature.

You must file your objection with the Court and mail separate copies to Class Counsel and Defendants’ Counsel by first-class United States Mail, no later than **December 28, 2020**.

Your objection must be sent to the Court at the following address:

United States District Court for the Central District of California
Sonner v. Schwabe North America, Inc.
 Case No. 5:15-cv-01358-VAP-SP
 350 West 1st Street, Suite 4311
 Los Angeles, CA 90012

The copies to be served on Class Counsel and Defendants’ Counsel must be mailed to the following:

Class Counsel
Paula R. Brown BLOOD HURST & O’REARDON, LLP 501 West Broadway, Suite 1490 San Diego, CA 92101

Defendants’ Counsel	
Kevin W. Alexander, Esq. Thomas R. Watson, Esq. Michael Bryant, Esq. Gordon Rees Scully Mansukhani, LLC 633 West Fifth Street, 52nd Floor Los Angeles, CA 90071	Jan M. Conlin, Esq. Katie Crosby Lehmann, Esq. CIRESI CONLIN LLP 225 S. 6th St., Suite 4600 Minneapolis, MN 55402

If you timely file an objection it will be considered by the Court at the Fairness Hearing. You do not need to attend the Fairness Hearing for the Court to consider your objection. If you do not comply with these procedures or deadline for objection, you will lose your opportunity to have your objection considered at the Fairness Hearing or otherwise contest the approval of the settlement or to appeal from any order or judgment entered by the Court in connection with the settlement.

12. What is the difference between excluding and objecting? Can I do both?

Excluding yourself means getting out of the settlement altogether – you would not be entitled to receive any benefits pursuant to the settlement, but you will not be bound by the terms of the settlement. Objecting means remaining in the settlement but complaining about some part of it you do not like. You cannot do both.

YOUR RIGHTS – APPEARING AT THE FAIRNESS HEARING

13. Can I appear at the Fairness Hearing?

Yes. As long as you do not exclude yourself, you can (but do not have to) participate and speak for yourself in this lawsuit and settlement. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you in this lawsuit, you must file a written notice with the Court and serve your notice of intent to appear on the attorneys listed above in Question 11. You must state in that paper, “I intend to appear at the hearing.” The notice of intent to appear must be filed and served no later than **December 28, 2020**.

THE LAWYERS REPRESENTING YOU

14. Do I need to hire my own attorney?

No. You do not need to hire an attorney but can if you want. You, and the entire Settlement Class, are already represented by Class Counsel listed below. You do not have to pay for Class Counsel’s services. You may contact Class Counsel if you have any questions about this notice or settlement, *but please do not contact the Court*.

Class Counsel

Paula R. Brown
Email: pbrown@bholaw.com
Telephone: (619) 338-1100
BLOOD HURST & O’REARDON, LLP
501 West Broadway, Suite 1490
San Diego, CA 92101

If you decide to hire your own attorney, you will have to pay for his or her services. Your attorney must file an appearance with the Court no later than December 28, 2020, and serve a copy on Class Counsel and Defendants’ Counsel at the addresses provided above in Question 11, postmarked no later than December 28, 2020.

15. How much is Class Counsel being paid?

Class Counsel will apply to the Court for reasonable attorneys’ fees and expenses up to 33% of the Settlement Fund. Any award of attorneys’ fees and costs will be paid from the Settlement Fund. Additionally, Class Counsel will apply for payment of up to \$5,000 to the Class Representative for her service to the Settlement Class. Any award of payment to the Class Representative will be paid from the Settlement Fund.

FINAL APPROVAL OF THE SETTLEMENT

16. When will the settlement become final?

The Court has preliminarily approved the settlement provided for in the Settlement Agreement. The settlement will not take effect unless and until: (1) the Court approves the settlement after the Fairness Hearing and five (5) business days after (a) a Final Approval Order and Judgment has been entered by the Court and the applicable period for the appeal of the Final Approval Order and Judgment has expired without any appeals having been filed, or (b) all such appeals have been dismissed; or (2) the appropriate Court of Appeals has entered a final judgment affirming the Final Order and Judgment of the Court, which (a) is no longer subject to any further appellate challenge, or (b) has been affirmed by the United States Supreme Court.

The Court has scheduled a Fairness Hearing, to be held on January 25, 2021 at 2:00 p.m. Pacific Time, to decide whether certification of the Settlement Class is proper; whether the settlement is fair, adequate, and reasonable; and whether the settlement should be finally approved. In addition, the Court will consider Class Counsel's application for an award of attorneys' fees and reimbursement of expenses. The Court is located at the **United States District Court, Central District of California, in the First Street Courthouse, 350 West 1st Street, Los Angeles, CA 90012, Courtroom 8A**. The Fairness Hearing may be rescheduled to a later time without further notice. You may, but do not have to, attend the Fairness Hearing. If the Court grants final approval to the settlement and the time to appeal has expired, the settlement will become final and benefits will be paid or available to the Settlement Class.

17. What happens if the settlement is not approved?

If the Court does not approve the settlement, Settlement Class Members will not be entitled to receive the settlement benefits described in this Notice. It will be as if no settlement had been reached and no class had been established.

GETTING MORE INFORMATION

18. Where can I get more information?

This notice, which has been approved by the Court, is only a summary. If you wish to obtain more information or have questions, you should contact the Settlement Administrator's dedicated website at www.GinkgoldSettlement.com or call 1-833-900-1646. You also may contact Class Counsel directly at the information provided in Question 14. Additional papers regarding this lawsuit are available with the Court and can be inspected at the Clerk's office located at United District Court Central District of California 350 West 1st Street, Suite 4311 Los Angeles, CA 90012.

PLEASE DO NOT CALL OR WRITE THE COURT

QUESTIONS? VISIT www.GinkgoldSettlement.com