

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF CALIFORNIA

**If You Bought An Eligible Similasan Product At Any Time From
February 10, 2008 To April 12, 2017, You May Be Part of This Lawsuit.**

READ THIS NOTICE CAREFULLY.

**YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.
PLEASE CHECK THE SETTLEMENT WEBSITE AT WWW.SIMILASANCLASSACTION.COM
REGULARLY FOR UPDATES AND FURTHER DETAILS.**

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

- There is a class action Settlement of a lawsuit alleging Similasan made false and misleading representations, and breached express and implied warranties regarding its homeopathic products. Similasan denies that it did anything wrong, denies all of the claims made in this lawsuit, and stands by its products and marketing. The Court did not rule in favor of either party. Instead, the parties agreed to a Settlement in order to avoid the expense and uncertainty of continuing the lawsuit.
- Anyone who bought an eligible **Similasan** product, referred to as the “Products” and listed below under Question 7, from February 10, 2008 to April 12, 2017, is included in the Settlement.
- Your legal rights are affected whether you act or do not act.

Read this notice carefully because it explains decisions you must make and actions you must take now.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	The only way to get a payment.
DO NOTHING	Get no payment. Give up rights to be a part of any other lawsuit against the Defendant about legal claims released by the Settlement.
EXCLUDE YOURSELF	This is the only choice that allows you to be part of any other lawsuit against Similasan about the claims in this case (<i>see</i> Question 12). You must postmark your letter requesting exclusion from the class (a “Request for Exclusion”), as described further below (<i>see</i> Question 11) by July 8, 2017.
OBJECT	You can write to the Court by July 8, 2017 to explain why you do not agree with any or all aspects of the Settlement (<i>see</i> Question 15).
GO TO A HEARING	You can ask by July 8, 2017 to speak in Court about the fairness of the Settlement (<i>see</i> Question 19).

- These rights and options—**and the deadlines to exercise them**—are explained in this notice. The deadlines may be moved, cancelled, or otherwise modified, so please check the settlement website at www.SimilasanClassAction.com regularly for updates and further details.
- If you do not exclude yourself from the Class, the Settlement (if approved) will release certain claims and will affect your rights. The Release is set forth in a Settlement Agreement called the “Class Action Settlement Agreement,” which is available at www.SimilasanClassAction.com and has been reprinted in full below (*see* Question 10).

QUESTIONS? VISIT WWW.SIMILASANCLASSACTION.COM, OR CALL 1.855.974.6452

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BASIC INFORMATION

1. Why was this notice issued?

The Court ordered that this Notice be provided because you have the right to know about a Settlement of a class action lawsuit, and about your rights and options, before the Court decides whether to approve the Settlement.

This Notice explains: (1) the lawsuit; (2) the settlement; and (3) your legal rights.

Information about the Settlement is summarized below. The settlement agreement, which is called the “Settlement Agreement,” is available on the Settlement website, www.SimilasanClassAction.com, and provides greater detail on the rights and duties of the parties and Class Members.

The persons who sued are called the “Plaintiffs.” Similasan Corporation is the “Defendant.”

2. What is this lawsuit about?

Plaintiffs brought a class action lawsuit on behalf of purchasers of over-the-counter Similasan Corporation (“Similasan”) homeopathic drug products. The case alleges that Similasan made false and misleading representations, and breached express and implied warranties regarding its Products. Similasan denies Plaintiff’s allegations and continues to stand by its products and advertising. Before a trial could resolve Plaintiffs’ allegations, Plaintiffs and Similasan reached a settlement.

The full settlement agreement and court documents associated with this case can be viewed at www.SimilasanClassAction.com, or by contacting the settlement administrator.

3. Why is this a class action?

In a class action, one or more people called “Representative Plaintiffs” sue on behalf of themselves and other people who have similar claims. Together, all of these people are “Class Members” and form a “Class.” One Court resolves the issues for all Class Members in a class action, except for those who exclude themselves from the Class.

4. Why is there a Settlement?

The Court has not decided in favor of either the Plaintiffs or Similasan. Instead, both sides have agreed to the Settlement Agreement. By agreeing to the Settlement Agreement, and if the Settlement Agreement is approved by the Court, they avoid the costs and uncertainty of further case proceedings, potentially including a trial, and Class Members receive the benefits described in this notice, in exchange for a release of the claims in this case. The Settlement does not mean that any law was broken or that Similasan did anything wrong, or that the Plaintiffs and the Class would or would not win their case if it were to go to trial. The parties believe that the Settlement Agreement is fair, reasonable, and adequate; will provide substantial benefits to the Class; and is best for all Class Members.

WHO IS PART OF THE SETTLEMENT?

5. Who is included in the Settlement?

“Class Members” means all consumers who purchased Similasan’s Homeopathic Products (listed in Question 7) for household or personal use during the Class Period (February 10, 2008 to April 12, 2017) in the United States.

6. Are there exceptions to being included?

The Settlement Agreement does not include:

- Similasan;
- Persons who during or after the Class Period were officers, directors, or employees of Similasan, or any corporation, trust or other entity in which Similasan has a controlling interest, members of their immediate families or their successors, heirs, assigns and legal representatives;
- Persons or entities who purchased the Products for the purpose of resale or distribution;
- Persons who timely and properly exclude themselves from the Class as provided in the Settlement Agreement (*see* Question 11);
- Any judicial officer hearing the Litigation, as well as his or her immediate family members and employees; and
- Personal injuries that resulted in actual bodily harm

7. Which products are included?

The following Similasan products, in all sizes, are the “Products”:

Product	FDA NDC No.
Adult Cough Relief	59262-260-25
Adult Mucus Relief	59262-261-25
Aging Eye Relief	59262-360-11
Allergy Eye Relief	59262-364-11; 59262-354-13; 59262-346-11; 59262-353-12; 59262-354-13
Anxiety Relief	59262-602-30
Arnica Active	59262-101-41; 59262-100-41
Baby Gas & Colic Relief Tablets	59262-501-26
Baby Teething + Tooth Support Tablets	59262-500-26
Burn Recovery	59262-400-41
Computer Eye Relief	59262-355-13; 59262-347-11; 59262-355-13
Dry Eye Relief	59262-352-13; 59262-352-13; 59262-345-11; 59262-351-12
Ear Relief	59262-271-11; 59779-900-11; 11673-904-11; 11822-900-27; 0363-9020-11; 0363-9021-11
Ear Wax Relief	59262-272-11
Ear Wax Removal Kit	
Eye Drops #1	

Product	FDA NDC No.
Eye Drops #2	
Eye Drops #3	
Hay fever Relief	
Hayfever Drops #1	
Irritated Eye Relief	59262-348-11; 59779-901-11; 59262-356-13; 59262-356-13; 11822-5366-40; 11673-905-11; 0363-9031-44
Itch Relief	
Junior Cold & Mucus Relief	59262-262-26
Junior Cough & Fever Relief	59262-263-26
Junior Immune Support	59262-264-26
Kids Allergy Eye Relief	59262-361-11
Kids Cold & Mucus Relief	59262-257-25
Kids Cold & Mucus Relief + Echinacea	59262-266-25
Kids Cough & Cold Relief + Echinacea, Night	59262-265-25
Kids Cough & Fever Relief	59262-259-25
Kids Ear Relief	59262-274-11
Kids Irritated Eye Relief	59262-362-11
Nasal Allergy Relief	59262-241-20
Redness & Itchy Eye Relief	59262-363-11
Sinus Relief	59262-240-20
Sleeplessness Relief	59262-601-30
Sore Throat Spray	
Stress & Tension Relief	59262-600-30
Stye Eye Relief	59262-350-11
Throat Drops #1	
Throat Relief	
Tired Eye Relief	59262-357-11

8. What if I'm still not sure whether I'm included?

If you are not sure whether you are a Class Member, or have any other questions about the Settlement Agreement, you should visit the website, www.SimilasanClassAction.com, or call the toll free number, 1.855.974.6452 (1.855.9.SIMILASAN). You may also send questions to interim Class Counsel, Ronald A. Marron, Law Offices of Ronald A. Marron, APLC, 651 Arroyo Drive, San Diego, CA 92103; or call interim Class Counsel, Ronald A. Marron on 619-696-9006.

THE SETTLEMENT BENEFITS – WHAT YOU CAN GET

9. What does the Settlement provide?

A. Payments to Class Members.

Defendant will pay a sum total of \$700,000 for (i) valid claims submitted by Class Members, (ii) Class Counsel's attorneys' fees and expenses, (iii) an incentive award to Plaintiffs for their efforts in bringing the Action, (iv) costs of notice and claims administration, and (v) any applicable taxes. Any of the \$700,000 remaining after payment of all claims, attorneys' fees and expenses, incentive award, and taxes will be distributed pro rata to Class Member Claimants.

If you are a member of the Class (defined in the answer to Question No. 4 above), and you do not exclude yourself from the Class, you can submit a claim to receive a cash payment.

Claims Submitted With Proof of Purchase: If you are able to provide proof of purchase from any retailer in the United States (e.g., receipt or packaging) ("Proof of Purchase"), you may submit a claim which will entitle you to a full refund of the purchase price.

Claims Submitted Without Proof of Purchase: If you are unable to provide Proof of Purchase but swear or affirm under penalty of perjury that you purchased a Product during the Class Period and it did not provide relief, you may submit a claim and receive a payment estimated to be in the range of up to \$10.00-\$30.00, depending on the amount of claims.

Process: To be eligible for a payment pursuant to the Settlement, a Class Member must submit a claim that (i) is postmarked (or dated, if submitted online) by the Claim Filing Deadline, which will be thirty (30) days after the date the Court enters a judgment granting final approval, and (ii) contains all of the required information and documentation set forth in the claim form. You can file a claim form online or download a claim form by going to www.SimilasanClassAction.com and following the instructions provided. You can also get a claim form by writing to the Similasan Claims Administrator, c/o Classaura, 1718 Peachtree St #1080, Atlanta, GA 30309.

If the aggregate number of claims exceeds the Settlement Fund, payments to Class Members may be subject to pro rata reduction. If funds are available after all Settlement Claims are disbursed, Class Members may be subject to a pro rata increase in their Claim.

10. What am I giving up in exchange for the Settlement benefits?

If the Settlement becomes final, Class Members will be releasing Similasan and related people and entities from all of the claims asserted in this lawsuit, including monetary relief and injunctive relief, as described in the Settlement Agreement.

Unless you exclude yourself from the Settlement Agreement, you cannot sue Similasan or be part of any other lawsuit against Similasan about the issues in this case. (As noted above, see Question 6, this lawsuit does not involve claims for Personal Injuries that resulted in actual bodily harm arising out of the consumption of the Products.) Unless you exclude yourself, all of the decisions by the Court will bind you.

By staying in the Class, you become a Class Member, and you will automatically release Similasan from any claims set forth below, which includes your right to sue Similasan for injunctive relief beyond the relief that has been agreed to in the Settlement Agreement, or any form of monetary relief other than personal injury claims, and you will give up your rights to pursue or continue any action against Similasan based on the "Released Claims."

The Settlement Agreement is available at www.SimilasanClassAction.com. Section 8 of the Settlement Agreement describes the released claims with specific descriptions, in necessarily accurate legal terminology, so you should read it carefully. **A word-for-word copy of the release sections from the Settlement Agreement is provided below. Please carefully read** the following sections regarding the “Released Claims”:

2.26. “Released Claims” means, with the exception of claims for personal injury, any and all claims, demands, rights, suits, liabilities, and causes of action of every nature and description whatsoever, known or unknown, matured or unmatured, at law or in equity, existing under federal and/or state law, including without limitation a waiver of all rights under Section 1542 of the California Civil Code, that the Representative Plaintiffs and/or any Class Member has or may have against the Released Persons arising out of, in connection with, or related in any way, directly or indirectly, to Defendant’s advertising, marketing, packaging, labeling, promotion, sale, or distribution of the Products, that have been brought, could have been brought, or are currently pending, by any Class Member against Released Persons, in any forum in the United States (including territories and Puerto Rico).

2.27. “Released Persons” means Defendant, its respective parent companies, subsidiary companies, affiliated companies, past, present, and future officers (as of the Effective Date), directors, shareholders, employees, predecessors, principals, insurers, administrators, agents, accountants, consultants, advisers, independent contractors, distributors, subcontractors, vendors, buyers, experts, servants, successors, trustees, co-conspirators, buyers, attorneys, representatives, heirs, executors, and assigns of all of the foregoing persons and entities. .

8.2. After entering into this Settlement Agreement, the Representative Plaintiffs or the Class Members may discover facts other than, different from, or in addition to, those that they know or believe to be true with respect to the Released Claims. The Representative Plaintiffs and the Class Members expressly waive and fully, finally, and forever settle and release any known or unknown, suspected or unsuspected, contingent or noncontingent equitable claim, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such other, different, or additional facts..

8.3. All Parties to this Settlement Agreement, including the Representative Plaintiffs and the Class Members, specifically acknowledge that they have been informed of Section 1542 of the California Civil Code by their legal counsel via the Notice, and they expressly waive and relinquish any rights or benefits available to them under this statute. California Civil Code § 1542 provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor..

8.4. Notwithstanding California Civil Code § 1542, or any other federal or state statute or rule of law of similar effect, this Agreement shall be given full force and effect according to each and all of its expressed terms and provisions, including those related to any unknown or unsuspected claims, liabilities, demands, or causes of action which are based on, arise from or are in any way connected with the Litigation.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue Similasan on your own about the legal issues in this case, then you must take steps to exclude yourself from this Settlement. This is called “opting out” of the Class.

11. How can I get out of the Settlement?

To exclude yourself from the Class, you must send, by U.S. mail, a letter or written request to the Class Action Administrator. You cannot ask to be excluded over the phone or through the Internet. Your Request for Exclusion must include all of the following:

1. Your full name and current address;
2. A clear statement that you wish to be excluded from the Class;
3. The case name and case number (*Allen v. Similasan Corp.*, No. No. 3:12-cv-00376); and
4. Your signature (you must personally sign the letter).

Your Request for Exclusion must be postmarked no later than July 8, 2017 and addressed as follows:

Similasan Settlement
Classaura Class Action Administration
1718 Peachtree St #1080
Atlanta, GA 30309

“Mass” or “Class” opt-outs are not permitted.

12. If I don't exclude myself, can I sue Similasan for the same thing later?

No. If the Court approves the Settlement Agreement and you do not exclude yourself from the Class, you give up (or “release”) all claims that have been made in this lawsuit. This means that you are agreeing to fully, finally, and forever release, relinquish, and discharge all Released Claims against the Released Parties, as set forth above in response to Question 10.

As part of this Settlement, the Court has preliminarily stopped all Class Members and/or their representatives (who do not timely exclude themselves from the Class) from receiving any benefits from any other lawsuit relating to the claims being resolved in this case.

Upon final approval of the Settlement Agreement, Plaintiffs and Similasan will ask the Court to enter a permanent ruling forbidding all Class Members and/or their representatives and/or personnel from engaging in the activities described above. All Class Members will be bound by this order.

THE LAWYERS REPRESENTING THE CLASS

13. Do I have a lawyer in this case?

You have been represented by a number of lawyers that have prosecuted this case together. The Court has appointed the following lawyers to represent you and other Class Members as Class Counsel. You will not be charged for the services of these lawyers.

You may contact Class Counsel as follows:

Ronald A. Marron
Law Office of Ronald A. Marron
651 Arroyo Drive
San Diego, CA 92103
ron@consumersadvocates.com
Tel: 619.696.9006

You have the right to retain your own lawyer to represent you in this case, but you are not obligated to do so. If you do hire your own lawyer, you will have to pay his or her fees and expenses. You also have the right to represent yourself before the Court without a lawyer.

14. How will the lawyers be paid?

Class Counsel, on behalf of themselves and other lawyers who have worked on this case, will ask the Court for reimbursement of their expenses and costs and will also ask the Court for attorney's fees not to exceed \$175,000. Class Counsel will also ask for a payment not to exceed \$2500 for each of the named Class Members who helped the lawyers on behalf of the entire Class by acting as Representative Plaintiffs. The Court has to approve any attorneys' fees and expenses or payments to the Representative Plaintiffs before they can be awarded in this case. The attorneys' motion(s) for fees, costs, and expenses, and for payments to the Representative Plaintiffs, will be filed on or before June 23, 2017. The motion(s) will be posted on the website at www.SimilasanClassAction.com.

OBJECTING TO THE SETTLEMENT

You have the right to tell the Court that you do not agree with Settlement Agreement or any or all of its terms.

15. How can I tell the Court if I do not like the Settlement Agreement?

If you choose to remain a Class Member, you have the right to object to any part of the Settlement Agreement. The Court will consider your views.

To object, you must **file** a timely, written objection with the Court no later than, and also send the written objection by U.S. mail to Class Counsel and the Court postmarked no later than July 8, 2017. Members of the Class who fail to file and serve timely written objections as described here and in the Settlement Agreement shall be deemed to have waived all objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

Your written objection must include:

- (1) your full name, address, and telephone number;

- (2) the name, address, and telephone number of your lawyer, if you have one;
- (3) the factual and legal grounds for your objection(s);
- (4) documents sufficient to establish the basis for you standing as a Class Member, *i.e.*, verification under oath as to the approximate date(s) and location(s) of your purchase(s) of the Products;
- (5) your signature;
- (6) the signature of your lawyer, if you have one;
- (7) the case name and case numbers (*Allen v. Similasan Corp., No. No. 3:12-cv-00376*); and
- (8) a specific list of any other objection you or your lawyer have made to any class action settlement submitted to any court in the United States in the previous five years.

If you choose to object, in order to be considered by the Court, your written objection(s) must be **filed with the Court and sent by U.S. Mail to Class Counsel, Defense Counsel, and the Class Action Administrator no later than July 8, 2017**. Objections that are served on the Parties, but not filed with the Court, will not be received or considered by the Court at the Fairness Hearing.

Objections must be served:

On Class Counsel (who will share objections with co-counsel and defense counsel):

Ronald A. Marron
Law Office of Ronald Marron
651 Arroyo Drive
San Diego, CA 92103
Telephone: 619-696-9006

For the Court:

Clerk of the Court
United States District Court
Southern District of California
333 West Broadway, Suite 420
San Diego, CA 92101
Telephone: 619-557-5600

16. What is the difference between objecting and asking to be excluded?

Objecting is simply a way of telling the Court that you do not like something about the Settlement Agreement. You can object only if you stay in the Class. You will also be bound by any subsequent rulings in this case, and (if the Settlement Agreement is approved) you will not be able to file or participate in any other lawsuit asserting a Released Claim. If you object to the Settlement Agreement, you will remain a Class Member.

Excluding yourself is telling the Court that you do not want to be a part of the Class. If you exclude yourself, you have no basis to object to the Settlement Agreement and/or appear at the Fairness Hearing because it no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing (called a Fairness Hearing) to decide whether to finally approve the Settlement Agreement. If you have filed and mailed an objection on time, you may submit a notice to seek permission to speak at the Fairness Hearing. You do not have to speak.

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

On August 7, 2017 at 10:30 a.m. the Court will hold a Fairness Hearing at the United States District Court for the Southern District of California, before the Honorable Cynthia A. Bashant, District Judge, in Courtroom 4B (4th floor – Schwartz) of the Courthouse located at 221 West Broadway, San Diego, CA 92101.

The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.SimilasanClassAction.com for updates. At the Fairness Hearing, the Court will consider whether the Settlement Agreement is fair, reasonable, and adequate. The Court will also decide whether to award attorneys' fees and costs, as well as any payment to the Representative Plaintiffs. If there are objections, the Court will consider them at that time if they were properly filed and mailed by the deadline. After the hearing, the Court will decide whether to approve the Settlement Agreement. We do not know how long these decisions will take.

18. Do I have to come to the Fairness Hearing?

No. Class Counsel will answer any questions that the Court may have at the Fairness Hearing. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. Please note that the Court has the right to change the date and/or time of the Fairness Hearing without further notice, so it is a good idea to check the settlement website (www.SimilasanClassAction.com) for updates. If you are planning to attend the hearing, you should confirm the date and time on the above website before going to the Court.

19. May I speak at the Fairness Hearing?

Yes, you may ask the Court for permission to speak at the hearing, but only if you filed a written objection as described above. To speak at the hearing, you must file a "Notice of Intent to Appear." If you or your attorney wants to appear and speak at the Fairness Hearing, you (or your attorney) must, in addition to filing a Notice of Intent to Appear with the Court, mail or e-mail copies of the Notice of Intent to Appear to Class Counsel and Defense Counsel, whose addresses are listed above in Question 15. Your Notice of Intent to Appear must be filed and received by the Court, and mailed and/or e-mailed to Defense Counsel and Class Counsel, no later than July 8, 2017.

GETTING MORE INFORMATION

20. How can I get more information?

Class Members can ask questions and review court documents associated with this case at www.SimilasanClassAction.com, or by writing the “Claims Administrator” at [Classaura, 1718 Peachtree St #1080, Atlanta GA 30309] or by calling 1-855-974-6452 (1-855-9-SIMILASAN).

PLEASE DO NOT CONTACT THE COURT OR CLERK’S OFFICE REGARDING THIS NOTICE.

Dated:

Clerk of the Court for the United States District Court for
the Southern District of California