

**EXHIBIT G TO  
SETTLEMENT AGREEMENT**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

VINCE MULLINS, On Behalf of Himself and  
All Others Similarly Situated,

Plaintiff,

v.

DIRECT DIGITAL, LLC., a Delaware  
Limited Liability Company,

Defendant.

Case No.: 1:13-cv-01829

CLASS ACTION

The Honorable Charles R. Norgle, Sr.

**PRELIMINARY APPROVAL ORDER**

This matter came before the Court on Plaintiff's motion for preliminary approval of the proposed class action settlement with Direct Digital, LLC ("Direct Digital"), set forth in the Settlement Agreement dated March 1, 2017 between Plaintiff, on the one hand, and Direct Digital on the other hand ("Settlement Agreement"). The Settlement Agreement, together with the exhibits attached thereto, sets forth the terms and conditions for the proposed settlement of the case, and provides for the dismissal of Plaintiff's individual and Class claims against Direct Digital with prejudice upon the Effective Final Judgment Date.

The Court having duly considered the papers and arguments of counsel hereby finds and orders as follows:

1. **Defined Terms.** Unless defined herein, all defined terms in this Order shall have the respective meanings as the same terms in the Settlement Agreement.

2. **Settlement Agreement.** Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, the settlement of this action, as embodied in the terms of the Settlement Agreement, is preliminarily approved for purposes of notice being issued. Movants have established that, for purposes of preliminary approval, this settlement has been negotiated at arm's length; appears to

be a fair, reasonable, and adequate settlement of the Litigation; and is in the best interests of the Class in light of the factual, legal, practical, and procedural considerations raised by the Litigation.

3. **Conditional Certification of the Settlement Class.** For settlement purposes only, the Court conditionally certifies the proposed Settlement Class, consisting of all persons who paid money to obtain Instaflex Joint Support (“Instaflex”) for personal use and not for resale or distribution, including all persons who paid only shipping and handling for an Instaflex trial or sample. The Settlement Class does not include: (i) Defendant; (ii) retailers of Instaflex; (iii) the parents, subsidiaries, affiliates, officers, and directors or (i) and (ii); (iv) those persons who submit valid requests from exclusion from the Settlement Class; and (v) any persons who purchased Instaflex and have already received a full refund.

4. **Designation of the Class Representatives.** For settlement purposes only, the Court hereby preliminarily appoints Plaintiff Vince Mullins as representative of the Settlement Class.

5. **Designation of Class Counsel.** Pursuant to the Court’s September 30, 2014 Class Certification Order, Settlement Class Counsel are: Elaine A. Ryan (Bonnett, Fairbourn, Friedman & Balint, P.C.); Max A. Stein (Boodell & Domanskis, LLC); Stewart M. Weltman (Siprut, P.C.); and Joseph Siprut (Siprut, P.C.).

6. **Notice Plan.** The Court finds that the notice plan specified in and attached to the Settlement Agreement (the "Notice Plan") is the best notice practicable under the circumstances, that it satisfies the requirements of due process and Rule 23(e)(1) of the Federal Rules of Civil Procedure, and that it fairly apprises the Settlement Class members of the terms of the Settlement and the options available to them in connection with this proceeding. The Notice Plan is approved and the Parties are to issue notice of the proposed settlement to the Class in accordance with the terms of the Settlement Agreement and the Notice Plan. Costs of issuing notice shall be paid in accordance with the terms of the Settlement Agreement. KCC LLC is designated as the Settlement Administrator, as defined in the Settlement Agreement, and the Parties are to ensure that the Settlement Administrator performs the functions specified in the Settlement Agreement.

7. **Fairness Hearing.** On \_\_\_\_\_, 2017, at \_\_\_ a.m./p.m., this Court will hold a final hearing on the fairness, adequacy, and reasonableness of the Settlement Agreement and proposed settlement, and determine whether (a) final approval of the settlement should be granted; (b) Settlement Class Counsel's applications for attorneys' fees and expenses should be granted, and in what amount; and (c) the request for an incentive award for the Plaintiff should be granted, and in what amount ("Fairness Hearing"). The Court will also hear from any objectors during the Fairness Hearing.

8. **Exclusions.** All persons who meet the definition of the Settlement Class and who wish to exclude themselves from the Settlement Class and the settlement must submit a valid exclusion request post-marked by \_\_\_\_\_, 2017 [45 days after notice is first published].

a. The request for exclusion must be in writing and include the name, address, and phone number of the Settlement Class member(s) seeking exclusion. Each request must also contain a signed statement that: "I/We hereby request to be excluded from the proposed Settlement Class in the Instaflex Product Litigation."

b. The request must be mailed to the Settlement Administrator at the address provided in the Notice, and post-marked no later than \_\_\_\_\_ 2017 [45 days after notice is first published].

c. A request for exclusion that does not include all of the foregoing information, that is sent to an address other than the one designated in the Notice, or that is not post-marked within the time specified, shall be invalid and the person(s) serving such a request shall be deemed member(s) of the Settlement Class, and shall be bound as class member(s) by the Settlement.

d. The Settlement Administrator must promptly forward copies of all requests for exclusion to Settlement Class Counsel and counsel for Direct Digital.

9. **Comments and Objections.** Any member of the Settlement Class may comment in support of or in opposition to the Settlement; provided, however, that all comments and objections must be filed with the Court and mailed to both Settlement Class Counsel and Direct Digital's counsel with the caption *Mullins v. Direct Digital, LLC*, Case No. 1:13-CV-01829. Such comments

and objections must be filed and post-marked no later than forty-five (45) days after the first Notice is published.

a. A Settlement Class member who objects to the settlement need not appear at the Fairness Hearing for his or her comment to be considered by the Court; however, all arguments, papers, briefs, pleadings, or other documents that any objector would like the Court to consider, must be filed with the Court, with a copy mailed to Settlement Class Counsel and Direct Digital's counsel, such that it is post-marked by --- --, 2015 [45 days after the first Notice is published].

b. All Objections shall include (a) the caption *Mullins v. Direct Digital, LLC*, No. 1:13-cv-01829; (b) the Settlement Class member's full name, address, and telephone number; (c) a signed statement that he or she is a member of the Settlement Class; (d) the grounds for the objection; and (e) a notice of intention to appear (if any) that lists the name, address, and telephone number of the attorney, if any, who will appear.

c. Any Settlement Class member who fails to object in the manner described above shall be deemed to have waived his or her objections and shall forever be barred from making any such objections in this action or in any other action or proceeding.

d. While the statement described above is *prima facie* evidence that the objector is a member of the Settlement Class, Plaintiff or Direct Digital or both may take discovery regarding the matter.

10. **Claim Deadline.** All Claim Forms must be postmarked or submitted online no later than ninety (90) days after Notice is first published.

11. **Preliminary Injunction.** In further aid of the Court's jurisdiction to implement and enforce the Settlement, Plaintiff and members of the Settlement Class are preliminarily enjoined and barred from commencing or prosecuting any action or proceeding asserting any of the Released Claims either directly, representatively, derivatively, or in any other capacity, whether by a complaint, counterclaim, defense, or otherwise, in any court or other tribunal (such as arbitration). Any person or entity who knowingly violates such injunction shall pay the costs and attorneys' fees incurred by Direct Digital or any other Released Party as a result of such violation.

**12. No Admissions.** Neither the Settlement Agreement, nor any of its provisions, nor any of the documents (including but not limited to drafts of the Settlement Agreement, the Preliminary Approval Order, or the Final Judgment and Order), negotiations, or proceedings relating in any way to the Settlement, shall be construed as or deemed to be evidence of an admission or concession by any person, including Direct Digital, and shall not be offered or received in evidence, or subject to discovery, in this or any other action or proceeding except in an action brought to enforce its terms or except as may be required by law or Court order. The provisions of this paragraph are binding on the Parties and their counsel once they have signed the Settlement Agreement, regardless of whether the Settlement Agreement is approved by this Court or any other court and regardless of whether the Settlement Agreement is otherwise rendered null and void.

**13. Vacation of Certification.** The preliminary certification of the Settlement Class shall be binding only with respect to the settlement of the Litigation. In the event that the Settlement Agreement is terminated pursuant to its terms or is not approved in all material respects by the Court, or such approval is reversed, vacated, or modified in any material respect by this or any other court, the certification of the Settlement Class shall be deemed vacated, the Litigation shall proceed as if the Settlement Class had never been certified, and no reference to the Settlement Class, this Settlement Agreement, or any documents, communications, or negotiations related in any way thereto shall be made for any purpose in this Litigation or any other action or proceeding.

**14. Schedule.** Based on the foregoing, the Court has established the following schedules and deadlines in this matter:

Date	Deadline/Event
	Deadline for Settlement Administrator to mail Class Notice and post settlement information to website
	Deadline for Class Counsel to file fee application(s)
	Deadline for filing of statements by objectors; Deadline for filing notice of intent to appear at final approval hearing; Deadline for class members to file requests for exclusion

	Deadline for filing memoranda in support of final approval; Deadline for filing Response to Objections or Motions to Intervene
	Deadline for filing any supplemental responses to Objections of Motions to Intervene
	Claim Deadline
	Fairness Hearing

**IT IS SO ORDERED**

Dated: \_\_\_\_\_, 2017

\_\_\_\_\_  
The Honorable Charles R. Norgle, Sr.  
UNITED STATES DISTRICT JUDGE