

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**



If you purchased and/or used WEN® Hair Care Products, you could get a payment from a class action settlement.

A federal court ordered this Notice. This is not a solicitation from a lawyer.

- The Settlement will provide a total of \$26,250,000 to fully settle and release claims of all persons who purchased and/or used WEN® Hair Care Products (“WEN®”) in the United States and its territories, excluding any person who purchased WEN® for resale and any person who previously signed a release of claims relating to WEN Hair Care Products, among others.
- The Settlement resolves a lawsuit brought against Guthy-Renker, LLC and WEN by Chaz Dean, Inc., (together “Defendants”). The lawsuit alleges that Defendants designed, manufactured and sold WEN® which allegedly caused certain users to suffer personal injury including hair loss, hair damage or scalp irritation. Plaintiffs also asserted that statements made in connection with the marketing of WEN® were untrue and misleading. Defendants vigorously deny these allegations and contend that there is no link between hair loss and WEN®. Liability is disputed in this matter, and WEN® has not been proven to cause hair loss to consumers, nor has it been legally determined that any advertising of the Products was false or misleading. The makers of WEN® stand behind the quality, safety, and formulation of the Products, all of which meet or exceed all safety and quality standards set by the cosmetics industry. However, to avoid the cost of a trial, and potential risks for both sides, the Parties have reached a Class Action Settlement, which was preliminarily approved by the United States District Court for the Central District of California on October 28, 2016.
- Your legal rights are affected whether you act or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM	The only way to get a payment.
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to be part of another lawsuit against the Defendants involving WEN®.
OBJECT	Write to the Court about why you don’t like the Settlement.
DO NOTHING	Get no payment. Give up rights to assert an action against Defendants involving WEN®.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

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BASIC INFORMATION

1. What is this lawsuit about?

Plaintiffs filed a lawsuit in the United States District Court for the Central District of California claiming that Guthy-Renker, LLC and WEN by Chaz Dean, Inc. (“Defendants”) designed, manufactured and sold WEN® Hair Care Products (“WEN®”) which allegedly cause certain users to suffer personal injury including hair loss, hair damage and and/or scalp irritation. Plaintiffs also asserted that statements made in connection with the marking of WEN® were untrue and misleading. Defendants vigorously deny these allegations and contend that there is no link between hair loss and WEN®.

2. Why is this a class action?

In a class action, one or more people called Named Plaintiffs, sue on behalf of themselves and other people. All people who purchased or used WEN® before September 19, 2016 are Class Members, except for those who are excluded or who exclude themselves from the Class (see Question 15). The Court then resolves the claims asserted for all Class Members at one time. Here, the Court has preliminarily certified a Class for settlement purposes only. United States District Court Judge Otis T. Wright II is in charge of this class action.

3. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendants. Instead, both sides agreed to this Settlement. This way, both sides avoid the potential risks and cost of a trial, and the Class Members who timely submit a claim supported by appropriate documentation (see Question 12) will get compensation without having to commit to a full trial. The Class Representatives and counsel for the Class (“Class Counsel”) believe the Settlement is best for all Class Members considering the risks of going forward to trial.

WHO IS IN THE SETTLEMENT?

To be eligible to submit a claim for a payment from the Settlement, you must have purchased or used at least one of the following WEN® Products between November 1, 2007 and September 19, 2016: All fragrances and variations of Cleansing Conditioner, Re-Moist Mask, Treatment Mist Duo, Treatment Oil, SIXTHIRTEEN Ultra Nourishing Cleansing Treatment, Re Moist Intensive Hair Treatment, Styling Crème, Anti-Frizz Styling Crème, Nourishing Mousse, Volumizing Treatment Spray, Replenishing Treatment Mist, Defining Paste, Straightening Smoothing Gloss, Smoothing Glossing Serum, Glossing Shine Serum, Finishing Treatment Crème, Volumizing Root Lift, Texturizing Spray, Detangling Treatment Spray, Men Control Texture, Men Hair and Body Oil, Bath, Body and Hair Oil, and Texture Balm sold through all outlets (including, but not limited to, Guthy-Renker LLC, WEN by Chaz Dean, Inc., QVC, Amazon and Sephora).

4. How do I know if I am part of the Settlement?

You are a Class Member for purposes of the Settlement if you fit this description:

All purchasers or users of WEN® in the United States or its territories between November 1, 2007 and September 19, 2016, excluding (a) any such person who purchased for resale and not for personal or household use, (b) any such person who signed a release of any Defendant in exchange for consideration, (c)

any officers, directors or employees, or immediate family members of the officers, directors or employees, of any Defendant or any entity in which a Defendant has a controlling interest, (d) any legal counsel or employee of legal counsel for any Defendant, and (e) the presiding Judge in the Lawsuit, as well as the Judge's staff and their immediate family members.

5. If I purchased WEN Hair Care Products but did not suffer any personal injury, am I included?

Any person who purchased WEN® in the United States between November 1, 2007 and September 19, 2016 is a Class Member unless such person is within one of the excluded categories or properly excludes himself or herself from the Class, even if such person did not suffer any personal injury from using WEN®. Class Members who purchased WEN®, but did not suffer physical injury, are still eligible for a one-time payment of \$25.

6. Are there exceptions to being included?

The following categories of people are not included in the Class even if they purchased WEN® between November 1, 2007 and September 19, 2016:

- Persons who purchased WEN® for resale and not for personal or home use;
- Persons who signed a release of any Defendant for compensation for the claims covered by the Settlement;
- Officers, directors or employees, or immediate family member of officers, directors, or employees, of any Defendant or any entity in which a Defendant has a controlling interest;
- Any legal counsel or employee of legal counsel for any Defendant; and
- The presiding judge in the class action lawsuit and his immediate family members and staff members.

7. I'm still not sure if I'm included.

If you are still not sure whether you are eligible to submit a claim, you can call 1-888-247-5266 or visit www.WENClassSettlement.com for more information.

THE SETTLEMENT BENEFITS—WHAT YOU GET

8. What does the settlement provide?

While disputing liability, Defendants have agreed to settle this matter through the creation of a non-reversionary Settlement Fund of \$26,250,000.00, which will be used to pay valid claims, as well as for the costs of notice and administration of the Settlement, incentive awards to the Named Plaintiffs and attorneys' fees and costs. \$5,000,000 of the Fund will be set aside to pay Tier 1 Class-Wide Flat Rate Claims. Any person who purchased or used WEN® can file a Tier 1 Claim for a one-time \$25 cash payment as compensation for claims of personal injury after using WEN® or for alleged false statements regarding WEN®. If Tier 1 Claims exceed the \$5,000,000 allocated to pay Tier 1 Claims, the payments made to each Class Member who submit a valid Tier 1 Claim will be reduced on a *pro rata* basis.

The remainder of the Fund will be used to pay Tier 2 Documented Adverse Reaction Claims of up to \$20,000 per Class Member, to compensate customers for claimed adverse reactions causing personal injury such as hair loss, hair damage, scalp irritation and emotional distress that accompanied such alleged injuries. If the claims made against the Fund collectively exceed the total amount of the Fund (after the deduction of the \$5,000,000 fund set aside for Tier 1 Claims, Incentive Awards, Attorney's Fees and Costs and Administrative Costs and Expenses), the payments to each Class Member who submit a valid Tier 2 claim will be reduced on a *pro rata* basis. Class Members can submit only one claim, either a Tier 1 Claim or a Tier 2 Claim. However, Class Members whose Tier 2 Claims are denied shall be automatically considered to have made and be eligible for a Tier 1 Claim.

9. Tier 1 Class-Wide Flat Rate Claims (\$25).

Any Class Member who purchased WEN® and does not timely request exclusion (see Question 15) may submit a Tier 1 Claim for a one-time payment of \$25 as compensation for claims of personal injury after using WEN® or for alleged false statements regarding WEN®. If Tier 1 Claims made against the Fund collectively exceed \$5,000,000, payments made to each Class Member who submitted a valid Tier 1 Claim will be reduced on a *pro rata* basis. If there are amounts remaining in the Fund after payment of all claims determined to be valid, then those remaining amounts shall be added to the monies allocated for Tier 2 Documented Adverse Reaction Claims.

10. Payment for Tier 2 Documented Adverse Reaction Claims.

Tier 2 Documented Adverse Reaction Claims

Any member of the Settlement Class who alleges to have suffered personal injury including hair loss, hair damage, scalp irritation and emotional distress as a result of using WEN®, and does not timely request to opt-out from the Settlement Class, may make a claim against the Fund for reimbursement of amounts spent to redress such alleged injuries, as well as an injury award designed to compensate the Class Member for any alleged injuries sustained, up to a maximum of \$20,000 per Class Member, as set forth below. In order to make a Tier 2 Claim, the Class Member must submit a valid and complete Tier 2 Claim Form, along with Supporting Documentation as described therein.

The amount of any claim payment will be determined by a Special Master to be appointed by the Court. The parties anticipate that the Special Master will be a former judge with experience in the claims process. The Special Master with the assistance of the Claims Administrator shall have authority to determine the validity, or lack thereof, of any Tier 2 Claims submitted, including the sufficiency of the Class Member's evidence of his or her claimed injury, and any other documentation submitted in support of the Tier 2 Claim. After reviewing the evidence submitted on any Tier 2 Claim, the Special Master shall have the authority to decline to award any damages. Before declining any claim against the Fund for reimbursement of expenses, the Settlement Administrator shall have the ability to issue a one-time request to the Class Member to provide any information that is missing or improperly submitted on the Tier 2 Claim Form. The Special Master shall review any Tier 2 Claims prior to final denial.

WHAT IS THE POTENTIAL RANGE OF VALUE OF YOUR CLAIM?

In order to assist you in deciding whether to participate in the Settlement, and in determining the potential strength and value of your Tier 2 Claim, please see the following explanation regarding the various potential payment Ranges. The Special Master will evaluate your claim based upon review of your specific factual circumstances and the evidence you submit in the following five objective categories:

- Damage to hair and/or scalp;
- Duration of physical injury;
- Emotional damage;
- Out-of-pocket expenses; and
- Medical history.

The value of your claim will be determined, in large part, by the evidence you provide, so please be as thorough and complete as possible in your claim submission. The sufficiency and credibility of your evidence are essential to the Special Master's determination of the value of your claim.

RANGE 1: Claims Valued Between \$0 and \$2,500

A Claimant within Range 1 typically experienced thinning of their hair, limited hair breakage (up to 20% of hair loss) or mild scalp irritation. After Claimant stopped using WEN Hair Care Products ("WEN®"), hair regrowth took between one and four months. Claimant does not claim or cannot substantiate emotional distress. Claimant likely did not make a complaint with their WEN retailer, or another entity, prior to becoming aware of this lawsuit. Claimant did not see a doctor to address the hair thinning/hair loss issue. Claimant possesses limited evidence of out-of-pocket expenses. Photographic evidence proving the hair loss is limited. Witness statements verifying the hair loss are limited.

RANGE 2: Claims Valued Between \$2,500 and \$7,500

A Claimant within Range 2 suffered noticeable hair loss (up to 33%) or scalp irritation after using WEN®. Small bald spots and/or obvious thinning can be observed in photographs. Claimant likely filed a documented complaint with their WEN retailer, or another entity, prior to becoming aware of this lawsuit and detailed their hair loss in that complaint. Moderate scalp irritation and/or hair loss will likely have persisted for months. Hair regrowth likely took between five to 10 months. Claimant possesses photographic evidence documenting hair loss and timing of regrowth. A Claimant within this category is also likely to have suffered some emotional damage as a result of the hair loss. Prior to the date of receiving notice of this settlement, Claimant likely sought assistance from at least one doctor relating to their hair loss. A Claimant in this category will submit substantial documented evidence and thorough witness statements verifying the hair loss suffered.

RANGE 3: Claims Valued Between \$7,500 and \$12,500

A Claimant within Range 3 will have developed large bald spots or overall thinning that covered more than one-third of the Claimant's head after using WEN®. Claimant also could have experienced and can document severe scalp irritation, lasting for several months. Prior to the date of receiving notice of this settlement, Claimant sought treatment from a doctor or other healthcare provider related to their hair loss and possesses evidence of the visit(s). Claimant received medical advice and subsequent treatment regarding their hair loss and spent money on treatment forms for which Claimant possesses receipts. Claimant also possesses receipts for hairdresser appointments (dated prior to receiving this settlement notice) specifically made for the purpose of masking the hair loss. Claimant may have purchased wigs and/or hair extensions in order to mask the hair loss and has receipts for these purchases. Claimant submits witness statements from a doctor or other healthcare provider(s), hairdresser, and a partner, family member or close friend, verifying the degree and duration of hair loss. Hair regrowth took between 11 and 18 months. Claimant likely suffered documented moderate to severe emotional distress resulting from their hair loss.

RANGE 4: Claims Valued Between \$12,500 and \$20,000

A Claimant within Range 4 lost more than 50% of their hair, including but not limited to, large bald spots. The hair loss will be difficult or impossible to hide. Since stopping use of WEN®, hair regrowth has been minimal. Claimants in this range normally made documented complaints to their WEN retailer, the FDA, or others prior to knowledge of this litigation. Claimant possesses photographic evidence of the condition of their hair shortly before using WEN®, after using WEN®, and current photographs thoroughly demonstrating the extent and severity of hair loss. Claimant possesses documentation evidencing one or more visits to a doctor or other healthcare provider to address hair loss (dated prior to receiving notice of this settlement). Claimant has witness statements from doctor or healthcare provider(s), hairdresser and a partner, family member or close friend, verifying the degree and duration of hair loss. Claimant was required to take steps to mask the hair loss such as wearing a wig, hair extension, scarfs, etc., and has receipts for the same. Claimant possesses evidence that Claimant saw a therapist or other healthcare provider one or more times prior to receiving notice of this settlement to discuss depression, anxiety or other emotional distress caused by hair loss and possesses receipts for same.

Within these categories, the Special Master will make upward or downward adjustments based upon the sufficiency and credibility of the evidence, the severity of the hair loss, duration of the hair loss, severity of the emotional distress, and amount of documented out-of-pocket expenses. It is up to you to submit the evidence necessary to support your claim.

The Special Master shall have full and final authority to decline a Tier 2 Claim and the Special Master's decision shall not be subject to an appeal or reconsideration. Any Class Member whose Tier 2 Claim is denied shall be considered to have submitted a Tier 1 Claim to be determined under the applicable criteria.

Should Tier 2 Claims exceed the amount available to pay Tier 2 Claims, the payment of Tier 2 Claims will be reduced on a *pro rata* basis.

HOW YOU GET A PAYMENT—SUBMITTING A CLAIM

11. How can I get a payment?

To qualify for payment under Tier 1 or Tier 2, you must complete and submit the appropriate Claim Form, signed by you under penalty of perjury, along with any required supporting documents, which are described above and in the Claim Form.

Claim Forms and instructions for submitting them are available at www.WENClassSettlement.com. Claim Forms and instructions for completing them can also be obtained by calling 1-888-247-5266.

Read the instructions carefully, complete the Claim Form, include all the documents it asks for, sign it and submit it with the supporting documents no later than **April 28, 2017**, as explained in the Claim Form instructions.

12. What supporting documents am I required to submit with a Tier 2 Documented Adverse Reaction Claim?

To be eligible for a payment from the Fund for a Tier 2 Adverse Reaction Claim, you must submit to the Settlement Administrator, in addition to a completed Tier 2 Claim Form signed under penalty of perjury, appropriate evidence documenting the injuries you suffered after using WEN®. The following forms of documents will be considered “Supporting Documentation” and shall be received by the Settlement Administrator in support of a Tier 2 Claim:

- Before and after photographs showing the damage to your hair and/or scalp. Each photo submitted must be dated and labeled as either a “before” or “after” photo.
- Video testimony of the Class Member describing the claimed injury.
- Medical records, doctor’s notes, test results, and/or a statement from a licensed medical professional indicating damage to the Class Member’s hair or scalp after using WEN® as well as any pre-existing conditions that may have caused the alleged hair loss.
- Written or video statement from the Claim Member’s hair stylist(s) indicating the amount of hair loss suffered and any lasting effects. If written, this statement must be dated and signed.
- Written or video statements from other witnesses that can testify about the damage to your hair or scalp and its effect on you (i.e., spouse, family, friends). Any statement must include the witnesses name and their relationship to the Class Member. If written, these statements must be dated and signed by the witnesses.

Additionally, the following forms of Supporting Documentation shall be received by the Settlement Administrator in support of a claim for reimbursement of out-of-pocket expenses incurred to redress injury purportedly caused by WEN® Hair Care Products: dated medical bills evidencing payments related to the Class Member’s claimed injury, dated receipts for out-of-pocket expenses, dated credit card statements evidencing payment by the Class Member related to the Class Member’s claimed injury, or dated bank statements evidencing payment of out-of-pocket expenses related to the Class Member’s claimed injury. Dated receipts and/or declarations supplied by, for example, a medical provider or hairdresser confirming the amount spent to redress a claimed injury will also be considered.

The Supporting Documentation described above is not intended to provide an exclusive list of the supporting evidence that may be submitted in support of a Tier 2 Claim. The Settlement Administrator and Special Master shall have discretion to accept forms of evidence in addition to or in place of the examples set forth above.

13. When would I get my payment?

The Court will hold a hearing at 1:30 P.M. on June 5, 2017 to decide whether to grant final approval to the Settlement. If Judge Wright approves the Settlement, any objecting class member has the right to file an appeal. Reimbursement payments under the Settlement will be made only after any appeals have been resolved in favor of the Settlement. Payments to eligible Class Members who submit valid and timely Claims will be distributed only after the Special Master evaluates all Tier 2 Claims. Please be patient.

14. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself, you are a member of the Settlement Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit concerning WEN®. The Released Parties are: Guthy-Renker, LLC, and WEN by Chaz Dean, Inc., as well as their successors, assigns, agents, employees, consultants, independent contractors, direct and indirect retail customers and brokers, insurers, parents, subsidiaries and other corporate affiliates. Staying in the Class means that you will have the right to submit a Claim Form, and will also mean that you release all claims against the Released Parties arising out of or relating in any way to the purchase and/or use of WEN® Hair Care Products, regardless of whether such claim is known or unknown, asserted or as yet unasserted. Staying in the Class also means that all of the Court's orders will apply to you and legally bind you.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want to submit a claim for payment from the settlement, and you want to keep the right to sue or continue to sue Defendants (or any of the other Released Parties) in the future about WEN®, then you must take steps to remove yourself from the Class. This process is sometimes called "opting out" of the Settlement Class.

15. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail saying that you want to be excluded from the Settlement. Be sure to include the case name and number, *Friedman, et al. v. Guthy-Renker et al.*, Case No. 2:14-cv-06009-ODW, your name, address, telephone number, and your signature. You must mail your exclusion request postmarked no later than **February 10, 2017** to the Settlement Administrator at WEN Class Settlement Exclusions, c/o Dahl Administration, P.O. Box 3614, Minneapolis, MN 55403-0614.

Requests for exclusion must be exercised individually, not as or on behalf of a group, class or subclass. You cannot exclude yourself by phone or by email. If you ask to be excluded, you will not get any settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this Lawsuit. You may be able to sue (or continue to sue) Defendants (or the other Released Parties) in the future, after the Settlement is finally approved. Do not submit both a Claim Form and a request for exclusion. If you submit both, the Court may disregard your request for exclusion.

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

No. Unless you exclude yourself, you give up any right to sue the Defendants for claims about any injury or misrepresentation regarding WEN®. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from *this* Class to continue with your own lawsuit. Remember, the exclusion deadline is **February 10, 2017**.

17. If I exclude myself, can I get money from this Settlement?

No. If you exclude yourself, do not send in a Claim form to ask for any benefits from this Settlement. However, you may be able to sue, continue to sue, or be part of a different lawsuit against the Defendants in the future.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

The Class is represented by Janet Varnell and Brian Warwick of Varnell & Warwick, P.A., Lady Lake, Florida; William Anderson of Cuneo Gilbert & LaDuca, LLP, Washington, D.C.; and Neville Johnson of Johnson & Johnson, LLP, Beverly Hills, California. These lawyers have been appointed by the Court to act as Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

19. How will the lawyers and other expenses be paid?

Class Counsel will ask the Court for an award of attorneys' fees and expenses equal to 25% of the Settlement Fund. Class Counsel will also ask the Court to approve a \$25,000 payment to Named Plaintiffs Amy Friedman and Judi Miller, who were subject to extensive discovery, including review of medical records and depositions, and for their substantial contribution in the prosecution of this Lawsuit for the benefit of the Class; Named Plaintiff Krystal Henry-McArthur shall request court approval of an Incentive Award of \$5,000 for her efforts in prosecuting the action for the benefit of the Class; and Named Plaintiff Lisa Rogers shall receive an Incentive Award of \$2,500 for her efforts in prosecuting the Lawsuit on behalf of the Class. These payments are incentive payments intended to compensate the putative class representatives for bringing the Lawsuit, and in consideration of the time and effort they expended in prosecuting this class action.

These amounts and the cost of administering the Settlement will be deducted from the Settlement Fund.

OBJECTING TO THE SETTLEMENT

If you are a Class Member and do not exclude yourself, you can tell the Court that you don't agree with the Settlement, or some part of it, and request that the Settlement not be approved.

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

If you are a Class Member and do not exclude yourself, you can object to the Settlement. You can provide the Court with the reasons why you think the Court should not approve it. The Court will consider your views. To be effective, any objection must be in writing, and must contain the following information ("Written Notice of Objection"): (1) a heading referring to the *Friedman v. Guthy-Renker, L.L.C., et al.*, lawsuit, and identify any litigation in which you are a named party; (2) a statement whether you intend to appear at the Final Approval Hearing, either in person or through counsel, and if through counsel, information identifying that counsel by name, address, bar number, and telephone number; (3) a statement of the legal and factual reasons for your objection; (4) a description of any and all evidence you may offer at the Final Approval Hearing, including but not limited to the names and expected testimony of any witnesses, and copies of any exhibits; and, (5) your signature.

If you are not represented by your own lawyer you must mail your Written Notice of Objection to the Settlement Administrator at WEN Class Settlement Objections, c/o Dahl Administration, P.O. Box 3614, Minneapolis, MN 55403-0614, postmarked no later than February 10, 2017.

If you are represented by your own lawyer (*i.e.*, not Class Counsel) then your lawyer must file an appearance and your Written Notice of Objection with the Clerk of the Court in which the *Friedman v. Guthy-Renker, LLC., et al*, lawsuit is pending by February 10, 2017, and must also mail these materials to the Settlement Administrator at WEN Class Settlement Objections, c/o Dahl Administration, P.O. Box 3614, Minneapolis, MN 55403-0614, received by the Court, Class Counsel and Defendants' Counsel no later than February 10, 2017.

The right to object to the Settlement must be exercised individually by a Class Member or through his or her attorney, and not as a member of a group, class or subclass.

21. What is the difference between objecting and excluding?

Objecting is staying a member of the Settlement Class but telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you. If you submit both a request to be excluded and an objection to the settlement, the Court will honor your request to be excluded and your objection will be disregarded.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to give the Settlement Final Approval. You may attend personally or through your own lawyer, at your own expense, and you may ask to speak, but you don't have to do either.

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

The Court will hold a Final Approval Hearing at 1:30 P.M. on June 5, 2017, at the United States District Court for the Central District of California, 350 West First Street, Los Angeles, California 90012, in Courtroom 5D. At this hearing the Court will consider whether the Settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. Judge Wright will listen to people who have asked to speak at the hearing and who have complied with the requirements for submitting objections set forth in Question 20 above. After the hearing, the Court will decide whether to approve the Settlement. It is unknown how long that decision will take.

23. Do I have to come to the hearing?

No. Class Counsel will answer questions Judge Wright may have. However, you are welcome to come at your own expense. If you submit an objection, you do not have to come to Court to talk about it. As long as you submitted your objection on time in accordance with the procedures set forth in Question 20 above, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

24. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing, but only in connection with an objection that you have timely submitted in accordance with the procedure set forth in Question 20 above. You cannot speak at the Final Approval Hearing if you have excluded yourself.

IF YOU DO NOTHING

If you do nothing, you will get no money from this Settlement. If you do not submit a Claim Form, your claim will not be considered. If you do not exclude yourself, you will not be able to start a new lawsuit, continue with a lawsuit, or be part of any other lawsuit against any of the Defendants (or the other Released Parties) concerning WEN®, ever again.

GETTING MORE INFORMATION

25. Are there more details about the Settlement?

This notice summarizes the proposed settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement by visiting www.WENClassSettlement.com, by calling the Settlement Administrator toll free at 1-888-247-5266, or by writing to Class Counsel at either of these addresses:

Brian Warwick
Varnell & Warwick, PA
P.O. Box 1870
Lady Lake, FL 32158

William Anderson
Cuneo, Gilbert & LaDuca, LLP
4725 Wisconsin Avenue, NW
Suite 200
Washington, DC 20016

You can call 1-888-247-5266 toll free, write to the Settlement Administrator at WEN Class Settlement Class Action Administrator, c/o Dahl Administration, P.O. Box 3614, Minneapolis, MN 55403-0614, or visit the website at www.WENClassSettlement.com, where you will find answers to common questions about the settlement, the Claim Form and instructions for submitting it, important documents filed in the Lawsuit, plus other information to help you determine whether you are a Class Member and whether you are eligible for a payment.

PLEASE DO NOT CALL THE COURT FOR INFORMATION OR ADVICE