

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

ROSEMARY QUINN, ALAN DUCORSKY, LUIS  
GUILIN, KAY ECKLER, BRIAN CALVERT,  
MARC GROUP, JOHN J. GROSS,  
CHRISTOPHER NELSON, and RANDY  
NUNEZ, on behalf of themselves and all others  
similarly situated,

Plaintiffs,

v.

WALGREEN CO., WAL-MART STORES, INC.,  
SUPERVALU, INC., and PERRIGO COMPANY  
OF SOUTH CAROLINA, INC.,

Defendants.

Civil Action No. 7:12-CV-8187-VB

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND SETTLEMENT HEARING**

TO: **ALL RESIDENTS OF THE UNITED STATES** who purchased for personal use, and not resale or distribution, a Covered Product between November 1, 2005 and August 1, 2014 ("**Class Members**").

**IF YOU ARE A MEMBER OF THIS CLASS OF PERSONS, YOU SHOULD READ THIS NOTICE CAREFULLY BECAUSE IT WILL AFFECT YOUR RIGHTS.**

**PURPOSE OF THIS NOTICE**

This notice informs you about a pending class action lawsuit entitled *ROSEMARY QUINN ET AL., on behalf of themselves and all others similarly situated v. WALGREEN CO., WAL-MART STORES, INC., SUPERVALU, INC., and PERRIGO COMPANY OF SOUTH CAROLINA, INC.*, Case Number 7:12-cv-8187 VB, in the United States District Court, for the Southern District of New York (the "**Action**"), and a proposed settlement on behalf of a certain class of persons.

This notice advises you that Class Members who submit valid Claim Forms and who do not opt out of the settlement can receive a cash award for purchases of a Covered Product and notifies you that a hearing will be held to approve the settlement. The actual cash award amount depends upon the number of bottles of the Covered Product you purchased. Visit [www.perrigoglucosaminesettlement.com](http://www.perrigoglucosaminesettlement.com) or call (844) 322-8236 for a complete list of Covered Products.

**WHAT THE ACTION IS ABOUT**

Plaintiffs Rosemary Quinn, Alan Ducorsky, Luis Guilin, Kay Eckler, Brian Calvert, Marc Group, John J. Gross, Christopher Nelson, and Randy Nunez (the "**Plaintiffs**") filed a lawsuit against Walgreen Co., Wal-Mart Stores, Inc., Supervalu, Inc., and Perrigo Company of South Carolina, Inc. (hereinafter referred to as "**Perrigo**") on behalf of themselves and all Class Members.

The lawsuit alleges that certain statements on the labeling and packaging of the Covered Products are false, deceptive and/or misleading. Specifically, Plaintiffs allege that the Covered Products, which contained glucosamine and/or chondroitin, were represented as formulated to help "rebuild cartilage," "lubricate joints," and "improve joint comfort" when they do not provide these benefits. The lawsuit alleges that these representations are unlawful under various states' consumer protection laws and that Plaintiffs and Class Members are entitled to monetary compensation.

Defendants deny the allegations of unlawful conduct and further deny that any Class Member is entitled to any relief and, other than for settlement purposes, that this Action is appropriate for certification as a class action.

No court or other entity has made any judgment or determination of liability. Nevertheless, the Parties have concluded that it is in their best interests to settle the Action to avoid the risk, expense and distraction of continued litigation. This Notice of Proposed Class Action Settlement and Settlement Hearing ("**Class Notice**") is qualified in its entirety by the proposed Settlement Agreement on file with the Court. The Settlement was reached through lengthy arms-length negotiations between the Parties and with the assistance of two neutral mediators, the Hon. Howard B. Wiener, Justice of

the California Court of Appeals (retired), and Hon. Wayne R. Anderson, United States District Judge for the Northern District of Illinois (retired).

The Hon. Vincent L. Briccetti, United States District Court Judge, has determined that the Action should proceed as a class action for purposes of settlement only, with Plaintiffs as the representatives of the Class, and has granted preliminary approval of the settlement, subject to a final fairness hearing discussed below.

## THE PROPOSED SETTLEMENT

THE PARTIES HAVE AGREED TO THE SETTLEMENT GENERALLY DESCRIBED BELOW:

Perrigo has agreed to provide a total Settlement Fund of \$2.8 million in full settlement of the claims of the Settlement Class. The Settlement Fund will be used to pay eligible claims, notice and claim administration expenses, as well as Class Counsel's attorneys' fees and expenses and any incentive award to the Plaintiffs (as defined in the Settlement Agreement and as discussed below).

Perrigo has agreed to pay out of the Settlement Fund the actual receipt price per bottle of Covered Product to Settlement Class Members who submit Valid Claim Forms accompanied by a cash register receipt evidencing their purchase of a Covered Product manufactured by Perrigo and/or its affiliates. Perrigo has also agreed to pay out of the Settlement Fund \$12.00 per bottle of Covered Product, up to a maximum of eight (8) bottles per household, to Class Members who submit valid Claim Forms without any cash register receipts. The actual amount received by each Class Member will depend on the total number of Valid Claims received, and will be adjusted up or down (as more fully explained in Paragraph 9 of the Settlement Agreement) in order to fully distribute the Net Settlement Fund to Settlement Class Members who submit Valid Claims. All payments to Settlement Class members who submit Valid Claims will be made within thirty (30) Days after the Final Order and Judgment has become final ("Effective Date"). All Class Members who do not opt out of the Class Settlement and who submit a Valid Claim shall receive a cash award.

After the Effective Date, cash awards of the appropriate amount will be sent to Settlement Class Members who submitted Valid Claims to the Settlement Administrator. You can make a Claim by filling in the Claim Form on the settlement website, [www.perrigoglucosaminesettlement.com](http://www.perrigoglucosaminesettlement.com), or you can obtain a Claim Form by requesting one in writing from the Settlement Administrator. You must fill out the Claim Form completely and timely submit it to the Settlement Administrator in order to receive a cash award.

The Parties have agreed, subject to the Court's final approval, that the class representatives—Plaintiffs Rosemary Quinn, Alan Ducorsky, Luis Guilin, Kay Eckler, Brian Calvert, Marc Group, John J. Gross, Christopher Nelson, and Randy Nunez ("**Class Representatives**")—will receive an Incentive Award of up to \$5,000 per Class Representative out of the Settlement Fund. Perrigo also agrees not to oppose Class Counsel's request for an award of attorneys' fees and costs of up one third of the \$2.8 million Settlement Fund.

## JUDGMENT AND RELEASE OF ALL CLAIMS

If the settlement is granted final approval, the Court will enter a judgment as to all Settlement Class Members who do not exclude themselves from the Action. Upon this settlement becoming final, the "Released Parties" (which is defined in the Settlement Agreement and includes Perrigo, the retailer Defendants in the Action, and any other retailer that sold Covered Products from November 1, 2005 to August 1, 2014) will be released and forever discharged by Plaintiffs and all Class Members from any and all claims, actions, causes of action, rights, demands, suits, debts, liens, contracts, agreements, offsets or liabilities (including but not limited to tort claims, negligence claims, claims for breach of contract, breach of the duty of good faith and fair dealing, breach of statutory duties, actual or constructive fraud, misrepresentations, fraudulent inducement, statutory and consumer fraud, breach of fiduciary duty, unfair business or trade practices, false advertising, restitution, rescission, unjust enrichment, compensatory and punitive damages, injunctive or declaratory relief, attorneys' fees, interests, costs, penalties and any other claims), whether known or unknown, alleged or not alleged, foreseen or unforeseen, suspected or unsuspected, contingent or matured, liquidated or unliquidated, under federal, state or local law, whether by statute, contract, common law, or equity, which the Named Plaintiffs and/or any Settlement Class Member had, now has or may in the future have with respect to any conduct, act, omissions, facts, matters, transactions or oral or written statements or occurrences arising from or relating to the Covered Products (including, without limitation, the causes of action and allegations made in the Litigation<sup>1</sup> as well as claims and allegations that the Released Persons made false and deceptive representations and warranties and/or omitted material information about the Covered Products, (including, without limitation, causes of action for violation of the California Consumers Legal Remedies Act, the

<sup>1</sup> "Litigation" refers to *Guilin v. Walgreen Co.*, No. 11-cv-7763 (N.D. Ill.) (Zagel, J.), *Eckler v. Wal-Mart Stores, Inc.*, No. 12-cv-727 (S.D. Cal.) (Burns, J.); *Quinn v. Walgreen Co.*, No. 12-cv-8187 (S.D.N.Y.) (Briccetti, J.); *Nunez v. Supervalu, Inc.*, No. 13cv626 (S.D. Cal.) (Hayes, J.); *Calvert v. Walgreen Co.*, No. 13cv1161 (W.D. Pa.) (Schwab, J.); *Group v. Walgreen Co.*, 13cv81105 (S.D. Fla.) (Ryskamp, J.), *Gross v. Walgreen Co.*, No. 13cv6630 (D.N.J.) (Irenas, J.); and *Nelson v. Walgreen Co.*, 13cv1871 (D. Del.) (Sleet, J.).

California Business & Professions Code, the Illinois Consumer Fraud Act, the Connecticut Unfair Trade Practices Act, the New York General Business Law, the Florida Deceptive and Unfair Trade Practices Act, the Pennsylvania Unfair Trade Practices and Consumer Protection Law, the New Jersey Consumer Fraud Act, the Delaware Consumer Fraud Act and similar claims under the consumer protection and/or deceptive trade practices acts and common law of the other states and the District of Columbia as well as for negligence and breaches of express warranties)). Expressly excluded from the Released Claims are any claims alleging personal physical injury arising from the use of the Covered Products.

### FINAL FAIRNESS HEARING

On December 12, 2014 at 2:00 p.m., a final hearing will be held on the fairness, reasonableness and adequacy of the proposed settlement, and to determine whether the proposed settlement should be finally approved. At the hearing, the Court will be available to hear any objections and arguments concerning the fairness of the proposed settlement. The hearing will take place before the Honorable Vincent L. Briccetti in Courtroom 620, of the United States District Court for the Southern District of New York, located at 300 Quarropas St., White Plains, New York 10601. **You are not required to attend the hearing in order to participate in the settlement.**

### WHAT YOU CAN DO

**1. To Receive A Cash Award.** To receive a cash award you must complete a Claim Form online by November 24, 2014 or mail a paper claim form postmarked no later than November 24, 2014 to the Settlement Administrator at the following address:

Perrigo Glucosamine Settlement  
c/o GCG  
PO Box 10111  
Dublin, OH 43017-3111

If you do not timely submit a complete and accurate Claim Form, you will receive no benefits under the settlement but will still be bound by the settlement and release of claims.

If you have receipts evidencing purchase of a Covered Product, to file a Valid Claim, you must: (i) complete a Claim Form; (ii) sign the Claim Form and state under penalty of perjury the number of bottles of Covered Products purchased; (iii) submit the receipt(s) by filling out the Claim Form and mailing them to the address above, or attach an image of the receipt with your online Claim Form; and (iv) return the completed and signed Claim Form and cash register receipt(s) to the Settlement Administrator no later than November 24, 2014.

If you do not have receipts, you can still make a claim for up to eight Covered Products. To file a Valid Claim, you must: (i) complete a Claim Form; (ii) sign the Claim Form and state under penalty of perjury the number of bottles of Covered Products purchased, and if you are able the names of the Covered Products purchased and the approximate dates of the purchases; and (iii) return the completed and signed Claim Form to the Settlement Administrator no later than November 24, 2014.

Only Settlement Class Members who submit Valid Claims shall be entitled to a cash award. You can find a Claim Form and additional information about the proposed settlement at the following website: [www.perrigoglucosaminesettlement.com](http://www.perrigoglucosaminesettlement.com). You also may request a Claim Form from the Settlement Administrator at the address above. If you request a Claim Form in writing, please make sure to include your name and address with your request. You may submit Claim Forms either by mail or on the settlement website.

**2. To Exclude Yourself From The Settlement.** If you are a member of the Class, you have the right to exclude yourself from the settlement. If you wish to be excluded, you must deliver a request for exclusion from the settlement to the Settlement Administrator at the above address postmarked no later than November 24, 2014. **TO BE CONSIDERED VALID, A REQUEST FOR EXCLUSION MUST BE SIGNED BY YOU PERSONALLY, CONTAIN A STATEMENT THAT YOU ARE A MEMBER OF THE CLASS AND PURCHASED ONE OR MORE OF THE COVERED PRODUCTS, AND MUST BE TIMELY RECEIVED.** You may opt-out on an individual basis only; so-called "mass" or "class" opt-outs shall not be allowed. If you timely and validly request exclusion, you will not be bound by any orders or judgments entered in the Action relating to the settlement, will not be entitled to relief under, or be affected by, the Settlement Agreement, will not gain any rights by virtue of the Settlement Agreement, or be entitled to object to any aspect of the settlement. If you do not wish to exclude yourself, and have no objection to the settlement, you will be afforded the benefits of the settlement if it is approved and you submit a Valid Claim Form.

**3. To Object To The Settlement.** If you wish to object to the terms of the settlement, you may do so under the procedures set forth below. If your objection is rejected you will be bound by the final judgment just as if you had not objected.

If you decide to object, you must file a written objection with the Court, Class Counsel, and Defendants' Counsel at the addresses set forth below, no later than November 24, 2014. Such a request shall contain the following information: (i) your name, address and telephone number, and if represented by counsel, the name of your counsel; (ii) a signed declaration stating that you are a member of the Class and purchased one or more of the Covered Products; (iii) a statement of all objections to the Settlement; and (iv) a statement of whether you intend to appear at the Fairness Hearing, either with or without counsel, and if with counsel, the name of your counsel who will attend.

**REPRESENTATIVES OF CLASS COUNSEL**

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**CLERK OF THE COURT**

United States District Court  
for the Southern District of New York  
Clerk of the Court  
300 Quarropas St.  
White Plains, NY 10601

To be considered, the objection papers must be received by the Court and delivered or postmarked to the representatives of Class Counsel and Defendants' Counsel no later than November 24, 2014. Class Members do not have to appear at the Fairness Hearing in order to object to the Settlement. Class Members who fail to timely file and serve a written objection and notice of their intent to appear at the Fairness Hearing, as detailed above, will not be permitted to object to the approval of the Settlement or appear at the Fairness Hearing. You may, but need not, enter an appearance through counsel of your choice. If you do, you will be responsible for your personal attorneys' fees and costs.

**4. Disputed Claims.** The Settlement Administrator shall have the responsibility to review submitted Claim Forms (for completeness, accuracy and timeliness) and approve Claims. Following the deadline to submit Claim Forms, the Settlement Administrator shall provide a report of any rejected claims to Defendants' Counsel and Class Counsel. After review of any rejected claims, if there is any dispute, the Parties will provide the Settlement Administrator with their positions regarding those claims. The Settlement Administrator, after consideration of the positions of the parties, will make the final decision in its sole discretion.

**ADDITIONAL INFORMATION**

This description of this Action is general and does not cover all of the issues and proceedings thus far. For more information about the settlement and your rights, including a Claim Form, and a full copy of the Settlement Agreement, you may visit [www.perrigoglucosaminesettlement.com](http://www.perrigoglucosaminesettlement.com), call (844) 322-8236, or you may write to the Settlement Administrator at:

Perrigo Glucosamine Settlement  
c/o GCG  
PO Box 10111  
Dublin, OH 43017-3111

**PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE.**