
Attention purchasers of Nutrabolt XTEND® Branch-Chain Amino Acid Powders in the United States from Woodbolt’s website and/or Third Party Sellers such as Amazon between the time period of July 28, 2014 until January 24, 2023.

This notice may affect your rights. Please read it carefully.

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

- **The notice concerns a lawsuit called *Metague v. Woodbolt Distribution, LLC*, Civil Action No. 8:20-cv-02186-PX, pending in the United States District Court for the District of Maryland (the “Lawsuit”). The subject of the lawsuit relates to the labeling and advertising of “XTEND®” (“XTEND” or) as “0 calories.”**
- A class action Settlement will resolve the lawsuit by Plaintiff against Woodbolt Distribution, LLC (“Woodbolt”). The Settlement affects all persons, other than Excluded Persons, who, during the Class Period, purchased in the United States, at least one of the Products (the “Products”), including, but not limited to, the XTEND Products set forth in Exhibit A – List of Products and the Settlement Website (www.XTENDCalorieSettlement.com) from within six (6) years prior to the filing of the action to the date of Preliminary Approval.
- The lawsuit alleges that, in its marketing, labeling and advertising, Woodbolt made a series of material representations about the caloric content of XTEND. These include that the XTEND Products (1) were labeled as “0 calories” per serving when they are not “0 calories,” and (2) Woodbolt continued to sell its Products with misleading labels despite knowing the inaccuracy of such statements. Plaintiff alleged that these representations were propagated through various media, including Woodbolt’s website, advertisements, packages, and labels. Plaintiff alleges that this advertising was false and misleading. Woodbolt denies all of Plaintiff’s allegations and maintains that its marketing, advertising, and labelling has been accurate at all times and complies with the regulations governing the labelling of dietary supplements under the Food, Drug and Cosmetic Act.
- To settle the case, Woodbolt agrees to pay \$3,000,000.00 into a Settlement Fund. Each member of the class who submits a Valid Claim Form will receive \$0.50 for each purchase of an XTEND Product. Your total recovery will be limited to \$50.00 per household with Proof of Purchase. Without XTEND Proof of Purchase, the maximum recovery is \$25.00 per household. If there are not enough settlement funds to pay all Valid Claims and expenses, the amounts will be proportionately reduced on a pro rata basis. Any leftover funds after payment of attorneys’ fees, payments to the class representative, class notice and administration expenses, and payment of Valid Claims, will be used to proportionately increase the recovery on a pro rata basis of each eligible claim. **To obtain benefits from the Settlement, you must complete and return the Claim Form.**
- The Settlement Class lawyers will ask the Court for an Attorneys’ Fee and Expense award of up to one-third of \$3,000,000.00 in cash. The Attorneys’ Fees and Expense award is compensation for investigating the facts, litigating the case, and negotiating the Settlement. They also will ask for \$7,500.00 in cash to be awarded to Plaintiff Daniel Metague for prosecuting this lawsuit. This payment is called a “Service Award.”

- Your legal rights are affected whether you act or don't act. Read this notice carefully.

This notice contains a summary of the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.XTENDCalorieSettlement.com or contact the Settlement Administrator at Metague v. Woodbolt, c/o Kroll Settlement Administration LLC, PO Box 5324, New York, NY 10150-5324 and 1-833-709-0897.

Please do not contact the Court or the Clerk's Office to inquire about this Settlement or the Claims process.

SETTLEMENT CLASS MEMBERS HAVE RIGHTS AND OPTIONS TO EXERCISE:

YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
Submit a Claim Form	You can receive a cash payment. You must submit a Claim Form to receive these benefits.	April 24, 2023
Opt-out	Get out of the Lawsuit and the Settlement. This is the only option that allows you to ever bring or join another lawsuit raising the same legal claims against Woodbolt. You will receive no cash payment under this Settlement.	April 24, 2023
File Objection	Write to the Court about any aspect of the Settlement you do not like, or you do not think is fair, adequate, or reasonable. (If you object to any aspect of the Settlement, you must submit a written objection and that objection must be received by the Objection Deadline. Your objection must follow all the procedures stated in the body of this notice under "How Do I Object to the Settlement?")	April 24, 2023
Go to a Hearing	Speak in court about the Settlement. (If you object to any aspect of the Settlement, you must submit a written objection by the Objection Deadline. If you opt-out of the Settlement, you cannot object.)	May 31, 2023 at 9:00 a.m.
Do Nothing	You will receive no payment and have no right to sue later. Any leftover money will be used for other people who make Valid Claims.	

- These rights and options—and the deadlines to exercise them—are further explained in this notice.
- The Court in charge of this case still must decide whether to approve the Settlement. Cash payments will be sent to Settlement Class Members only if the Court approves the Settlement. If there are appeals, cash payments will not be sent until the appeals are resolved and the Settlement becomes effective. Please be patient.
- **Final Approval Hearing**
On **May 31, 2023** the Court will hold a hearing to determine: (1) whether the proposed Settlement should be approved as fair, reasonable, and adequate and should receive final approval, (2) whether Class Counsel's application for an award of Attorneys' Fees and Expenses should be granted, and (3) whether Plaintiff's application for a Service Award payment should be granted. The hearing will be held in the United States District Court for the District of Maryland before Judge Paula Xinis at 6500 Cherrywood Lane, Greenbelt, MD 20770, and/or virtually. This hearing date and location may change without further

notice to you. Consult the Settlement Website at www.XTENDCalorieSettlement.com for updated information on the hearing date, location, and time.

Important Dates

April 24, 2023	Objection Deadline
April 24, 2023	Opt-out Deadline
May 31, 2023	Final Approval Hearing
April 24, 2023	Claim Submission Deadline

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1. How Do I Know If I Am Affected by the Settlement?

This case involves XTEND line of Products purchased directly from Woodbolt's website and/or third-party sellers, such as Amazon between the time period of July 28, 2014 until January 24, 2023.

The Parties will ask the Court to certify a Settlement Class defined as all Persons, other than Excluded Persons, who, during the Class Period, (1) purchased in the United States, at least one of the Products, including, but not limited to, the XTEND Products set forth in Exhibit A – List of Products from within six (6) years prior to the filing of the action to the date of January 24, 2023.

If you are a member of the Settlement Class, you will be bound by the Settlement and judgment in this case, unless you request to be excluded.

If the Settlement does not become effective (for example, because it is not finally approved or the approval is reversed on appeal), then this Litigation will continue.

2. What Is the Lawsuit About?

The lawsuit alleges that, in its marketing, labeling and advertising, Woodbolt made a series of material representations about the caloric content of XTEND. These include that the XTEND Products (1) were labeled as "0 calories" per serving when they are not "0 calories," and (2) Woodbolt continued to sell its Products with misleading labels despite knowing the inaccuracy of such statements. Plaintiff alleged that these representations were propagated through various media, including Woodbolt's website, advertisements, packages, and labels. Plaintiff alleges that this advertising was false and misleading. Woodbolt denies all of Plaintiff's allegations and maintains that its marketing, advertising, and labeling has been accurate at all times and complies with the regulations governing the labeling of dietary supplements under the Food, Drug and Cosmetic Act. The Court has not determined whether Plaintiff or Woodbolt is correct.

3. Why Is There a Lawsuit?

Plaintiff contends that if Woodbolt had not falsely advertised that its Products contained "0 calories" then Woodbolt would have sold fewer Products, and the price for each Product would have been lower. The lawsuit seeks to recover, on behalf of all Settlement Class Members, monetary damages as a result of the alleged false marketing, labeling and advertising and a change in practices moving forward. Woodbolt denies all the allegations in the lawsuit and contends that its marketing, labeling and advertising have always been accurate.

4. Why Is this Case Being Settled?

Plaintiff filed his operative Amended Complaint, on behalf of himself and others similarly situated, on January 28, 2021, in the United States District Court for the District of Maryland.

On September 28, 2021, the Parties participated in an all-day mediation conducted by an experienced class action mediator, the Honorable Jose L. Linares (Ret.) of McCarter & English. The Parties continued to mediate a potential resolution to their dispute after the all-day mediation.

Counsel for both Plaintiff and Woodbolt have determined that there is significant risk in continuing the litigation. Among the risks of continued litigation for Plaintiff is the risk of failing

to prove liability or restitution and damages on a class-wide or individual basis. There may be difficulties establishing: (1) Woodbolt's marketing materials were likely to deceive reasonable consumers, (2) that misrepresentations and omissions in the marketing materials were material to reasonable consumers, (3) the amount of damages or restitution due to the class or to any class member, and (4) that common questions predominate over individual issues such that a class may be certified. After considering the risks and costs of further litigation, the Parties have concluded that it is desirable that Plaintiff's claims be settled and dismissed on the terms of the Settlement Agreement.

Plaintiff and his counsel believe that the terms of the Settlement are fair, reasonable, adequate, and equitable, and that the Settlement is in the best interest of the Settlement Class Members.

5. What Can I Get from this Settlement?

As part of the Settlement, Woodbolt agrees to modify its current labeling and its website to provide information that indicates the method it uses to calculate calories (i.e. the Atwater method) and that use of a different method may provide different results and will direct consumers to a website that further explains its views are determined pursuant to Title 21 Chapter 1 Subchapter B § 101.9. Sales of Products manufactured prior to the Injunctive Relief Effective Date shall not constitute a violation of this Agreement.

In addition, as part of the Settlement, Woodbolt will pay \$3,000,000.00 which will be used to pay Claims of Settlement Class Members and the costs of administering the settlement, plus amounts awarded by the Court to Plaintiff and his attorneys. The settlement fund will pay, in the following order: (1) all costs and payments associated with sending notice to the settlement class and administering the settlement, including payments to the Settlement Administrator; (2) any necessary taxes and tax expenses; (3) any award of Attorneys' Fees and Expenses made by the Court to counsel for Plaintiff; (4) any Service Award made by the Court to Plaintiff for his service as Class Representative; and (5) the Valid Claims submitted by Settlement Class Members.

If after payment of items (1) through (5), the total amount remaining in the Settlement Fund is insufficient to pay the Valid Claims under item (5), then each such Valid Claim shall be proportionately reduced. If after paying all the amounts in items (1) through (5), there remains any balance in the Settlement Fund, Plaintiff's counsel will ask the Court to distribute the remainder thereby proportionately increasing the recovery of each eligible Claim.

All Settlement Class Members are eligible to receive a Cash Payment. To obtain these benefits from the Settlement, **you must complete and return the Claim Form** included in this mailing and available at www.XTENDCalorieSettlement.com. Based on the estimated class size and value of the Settlement, Settlement Class Members may seek reimbursement at \$0.50 per package and where there is XTEND Proof of Purchase, a maximum recovery of \$50.00 per household. Without XTEND Proof of Purchase, the maximum recovery is \$25.00 per household. The amount you will actually receive could be appreciably more or less than this amount, depending on several factors including the number of Settlement Class Members who submit a Valid Claim, the number of XTEND Products you purchased, and whether you provide XTEND Proof of Purchase.

“Proof of Purchase” means a receipt or similar documentation from Woodbolt directly, or an approved Third-Party Retailer, that reasonably establishes the facts of purchase of an XTEND Product from Woodbolt or an approved Third-Party Retailer.

Cash Payments will be paid by check sent via first-class mail to the mailing address you provide on the Claim Form, by direct deposit into your bank account, or another form of electronic transfer. Instructions are provided on the Claim Form enclosed in this mailing and available at www.XTENDCalorieSettlement.com.

As described on the Claim Form, to participate in the Settlement, you can submit a Claim with or without Proof of Purchase. Those who submit with XTEND Proof of Purchase are eligible for a greater amount of cash from the Settlement but are required to submit, in addition to the Claim Form, a valid receipt or similar documentation showing evidence of the purchase of an XTEND Product. Those who submit without XTEND Proof of Purchase are not required to provide this information but must still fill out and submit a signed, Valid Claim Form.

Claims will be paid only if deemed valid. The earliest that Claims can be paid is July 30, 2023.

6. How do I make a claim?

To make a Claim, you fill out the Claim Form. Claim Forms are available on the Settlement Website at www.XTENDCalorieSettlement.com. You can submit the Claim Form online, or you can mail it to the Settlement Administrator at: Metague v. Woodbolt, c/o Kroll Settlement Administration LLC, PO Box 5324, New York, NY 10150-5324. Claim Forms must be submitted online or postmarked by 11:59 p.m. Pacific Time on April 24, 2023.

7. When Do I Get My Benefits?

The Court will decide whether to approve the settlement at a Final Approval Hearing. That hearing is currently scheduled for May 31, 2023 at 9:00 a.m.

If the Court approves the Settlement and there are no appeals, then Cash Payments will be distributed by approximately July 30, 2023.

8. What do Plaintiff and his Lawyers Get?

To date, Class Counsel has not been compensated for any of their work on this case. As part of the Settlement, Class Counsel may apply to the Court for an award of up to one-third of \$3,000,000.00 to pay their Attorneys’ Fees and Expenses, which, if approved, will come out of the \$3,000,000.00 in cash that Woodbolt has agreed to pay for this Settlement.

In addition, the Plaintiff in this case may apply to the Court for a Service Award up to \$7,500.00. This payment is designed to compensate Plaintiff for the time, effort, and risk he undertook in pursuing this Litigation. If approved, these amounts will come out of the \$3,000,000.00 in cash that Woodbolt has agreed to pay for this Settlement.

Plaintiff and his lawyers will file a Motion with the Court on or before the Final Approval Hearing in support of their applications for attorneys’ fees, costs, expenses, and incentive awards.

The award of Attorneys’ Fees and Expenses will be paid to Plaintiff’s lawyers within forty (40) days following the Effective Date.

The Court will determine the amount of Attorneys’ Fees and Expenses as well as the amount of the Service Award.

9. What Happens if I Do Not Opt-out of the Settlement?

If you are a Settlement Class Member and you do not opt-out of the Settlement, you will be legally bound by all orders and judgments of the Court, and you also will be legally bound to the releases of the Claims in the Settlement. This means that in exchange for being a Settlement Class Member and being eligible for the benefits of the Settlement, you will not be able to sue, continue to sue, or be part of any other lawsuit against Woodbolt and/or any of the Released Parties that involves the same legal allegations as those resolved through this Settlement.

You will not be responsible for directly paying any out-of-pocket costs or attorneys' fees concerning this case if you stay in the Settlement Class. Rather, Attorneys' Fees and Expenses, if approved by the Court, will come out of the \$3,000,000.00 in cash that Woodbolt has already agreed to pay to settle this case.

Staying in the Settlement Class means that you give up the following legal claims:

- a) Upon the Effective Date, Plaintiff and the Settlement Class Members shall have unconditionally, completely, and irrevocably released and discharged with prejudice, the Released Parties from any and all claims, liens, demands, actions, causes of action, rights, duties, obligations, damages or liabilities of any nature whatsoever, whether legal or equitable or otherwise, known or unknown, whether arising under any international, federal, state, or local statute, ordinance, common law, regulation, principle of equity or otherwise, that were, or could have been, asserted in the Litigation and that arise out of or relate to the Allegations, or could have been asserted in the Litigation regarding the marketing, advertising, labelling, or sale of the XTEND Products (the "Released Claims. Upon Final Approval, Settlement Class Members shall be forever barred from initiating, maintaining, or prosecuting any Released Claims against Released Parties.
- b) With respect to the Released Claims set forth in the preceding paragraph, each Settlement Class Member shall be deemed to have waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits conferred by any law of any state of the United States, or principle of common law or otherwise, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code, which provides:

A general release does not extend to Claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or Released Party.

The Settlement Class Members understand and acknowledge the significance of these waivers of California Civil Code section 1542 and any other applicable federal or state statute, case law, rule or regulation relating to limitations on releases. In connection with such waivers and relinquishment, the Settlement Class Members acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the Settlement, but that it is their intention to release fully, finally, and forever all Released Claims with respect to the Released Parties, and in furtherance of such intention, the release of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

- c) The Parties shall be deemed to have agreed that the release set forth herein will be, and may be raised as a complete defense to, and will preclude any action or proceeding based on the Released Claims.
- d) Nothing in this release shall operate to bar or release any claim for personal injury arising out of the use of the XTEND Product, nor shall anything in this release operate to bar any defense, cross-claim, or counterclaim in any action initiated by any of the Released Parties against any Settlement Class Member.

10. How Do I Opt-out of the Settlement?

You can opt-out of the Settlement Class if you wish to retain the right to sue Woodbolt separately for the Released Claims. If you opt-out, you cannot file a Claim or objection to the Settlement.

To opt-out, you must complete the online form at the Settlement Website at www.XTENDCalorieSettlement.com or mail an opt-out request to the Settlement Administrator at Metague v. Woodbolt, c/o Kroll Settlement Administration LLC, PO Box 5324, New York, NY 10150-5324, copies of which will be mailed to Class Counsel and counsel for Woodbolt by the Settlement Administrator. If mailed, the opt-out request must be signed by you, contain your full name, address, and phone number(s), and the following statement: "I/We request to opt-out from the Settlement in the Woodbolt Action." The opt-out request must be submitted online or delivered to, and received by, the Settlement Administrator by the Opt-out Deadline set forth above.

11. Can I Object to the Settlement?

You can ask the Court to deny approval of the Settlement by timely filing an objection with the Court. You cannot ask the Court to change the terms of the Settlement or order a larger Settlement Benefit; the Court can only approve or disallow the Settlement as it is written. If the Court does not approve the Settlement, then no cash payments will be distributed, and the lawsuit will continue.

You also can ask the Court to deny Class Counsel's request for Attorneys' Fees and Expenses and the Service Award. If the Court does not approve those payments, then Plaintiff and/or his counsel will not get paid.

You may appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. If you want to raise an objection to the Settlement at the Final Approval Hearing, you must first submit that objection in writing to the Clerk of the Court as set forth below. **Your objection must be received on or before the Objection Deadline.**

Your objection must be mailed to: Clerk, United States District Court for the District of Maryland, Greenbelt Division, 6500 Cherrywood Lane, Greenbelt, MD 20770 by the Objection Deadline set forth above. A copy of the objection must be sent to: Nicholas Migliaccio, Esquire, Migliaccio & Rathod LLP, 412 H Street NE, Suite 302, Washington, D.C. 20002. Your objection must include the following information: (1) a reference at the beginning to this case, *Metague v. Woodbolt Distribution, LLC*, Civil Action No. 8:20-cv-02186-PX, and the name of the presiding judge, Judge Paula Xinis, United States District Court for the District of Maryland; (2) the name,

address, telephone number, and, if available, the email address of the person objecting, and if represented by counsel, his/her counsel; (3) a written statement of all grounds for the objection, accompanied by any legal support for such objection; (4) whether he/she intends to appear at the Final Approval Hearing, either with or without counsel; (5) a statement of his/her membership in the Settlement Class, including all information required by the Claim Form; and (6) a detailed list of any other objections submitted by the Settlement Class Member, or his/her counsel, to any class actions submitted in any federal or state court in the United States in the previous five (5) years. If the Settlement Class Member or his/her counsel has not objected to any other class action settlement in any court in the United States in the previous five (5) years, he/she shall affirmatively state so in the written materials provided in connection with the objection to this Settlement. If you fail to include this information, then your objection may be rejected and/or overruled.

You can file a Claim even if you object to the Settlement. If you want to receive benefits in the event that the Court approves the Settlement, then you must submit a Claim Form according to the instructions described above.

12. When Will the Court Decide if the Settlement is Approved?

The Court will hold a hearing on May 31, 2023 at 9:00 a.m., to consider whether to approve the Settlement. The hearing will be held in the United States District Court for the District of Maryland before Judge Paula Xinis at 6500 Cherrywood Lane, Greenbelt, MD 20770, and may be held virtually.

The hearing is open to the public. This hearing date and location may change without further notice to you. Consult the Settlement Website at www.XTENDCalorieSettlement.com or the Court docket in this case available through Public Access to Court Electronic Records PACER (<http://www.pacer.gov>), for updated information on the hearing date and time.

13. How Do I Get More Information?

You can inspect many of the court documents connected with this case on the Settlement Website at www.XTENDCalorieSettlement.com. Other papers filed in this Lawsuit are available by accessing the Court docket in this case available through PACER (<http://www.pacer.gov>).

You can contact the Settlement Administrator at:

Metague v. Woodbolt
c/o Kroll Settlement Administration LLC
PO Box 5324
New York, NY 10150-5324
Tel: 1-833-709-0897

You also can obtain additional information by contacting Class Counsel:

Nicholas Migliaccio, Esquire MIGLIACCIO & RATHOD LLP 412 H Street NE Washington, D.C. 20002 Tel: 202-470-3520 Email: info@classlawdc.com	D. Aaron Rihn, Esquire ROBERT PIERCE & ASSOCIATES, P.C. 500 Gulf Tower 707 Grant Street Pittsburgh, PA 15219 Tel. (412) 281-7229 Email: arihn@peircelaw.com
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PLEASE DO NOT CONTACT THE ATTORNEYS FOR WOODBOLT.

Questions? Visit www.XTENDCalorieSettlement.com or call 1-833-709-0897

EXHIBIT A
(Covered Products)

XTEND® (includes all flavors, forms, sizes and servings)
XTEND® Original (includes all flavors, forms, sizes and servings)
XTEND® Ripped (includes all flavors, forms, sizes and servings)
XTEND® Ready To Drink (includes all flavors, forms, sizes and servings)
XTEND® Carbonated (includes all flavors, forms, sizes and servings)
XTEND® On The Go (includes all flavors, forms, sizes and servings)
XTEND® Sport (includes all flavors, forms, sizes and servings)
XTEND® Raw (includes all flavors, forms, sizes and servings)
XTEND® Pro (includes all flavors, forms, sizes and servings)
XTEND® PM (includes all flavors, forms, sizes and servings)
XTEND® Perform (includes all flavors, forms, sizes and servings)
XTEND® Perfect Ten Amino (includes all flavors, forms, sizes and servings)
XTEND® Free (includes all flavors, forms, sizes and servings)
XTEND® Natural Zero (includes all flavors, forms, sizes and servings)
XTEND® Keto Dual Energy (includes all flavors, forms, sizes and servings)
XTEND® Keto (includes all flavors, forms, sizes and servings)
XTEND® HydraSport (includes all flavors, forms, sizes and servings)
XTEND® Gummies (includes all flavors, forms, sizes and servings)
XTEND® GO (includes all flavors, forms, sizes and servings)
XTEND® Energy (includes all flavors, forms, sizes and servings)
XTEND® Energy CRB (includes all flavors, forms, sizes and servings)
XTEND® Energy Knockout (includes all flavors, forms, sizes and servings)
XTEND® Elite Pre (includes all flavors, forms, sizes and servings)
XTEND® Elite Pre (includes all flavors, forms, sizes and servings)
XTEND® Elite Gummy (includes all flavors, forms, sizes and servings)
XTEND® Capsules (includes all flavors, forms, sizes and servings)