

IF YOU PURCHASED ESSENTIAL OIL PRODUCTS FROM YOUNG LIVING FOR PERSONAL CONSUMPTION FROM THE PERIOD OF JANUARY 1, 2017, THROUGH APRIL 25, 2024, AND SUBMIT AN APPROVED CLAIM, YOU MAY BE ELIGIBLE TO RECEIVE A CASH PAYMENT AND YOUNG LIVING COUPON

Purchases made may be subject to Proof of Purchase.
The Settlement Administrator may verify your claim.

AN ILLINOIS COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.

A Settlement has been proposed in a class action lawsuit pending in the Circuit Court of St. Clair County, Illinois (“IL Court”) titled *MacNaughton, et al. v. Young Living Essential Oils, LC* (the “Litigation”). According to available records, you might be a Settlement Class Member. The purpose of this Notice is to inform you of the Litigation and the Settlement so that you may decide what steps to take in relation to it.

Plaintiffs Lori MacNaughton and Lisa Ladonski (the “Plaintiffs” or “Class Representatives”) filed a lawsuit against Young Living Essential Oils, LC (“Young Living”), on behalf of themselves and all others similarly situated. The Litigation alleges that Young Living engaged in “unlawful and deceptive conduct” in the “marketing, sale and delivery” of its line of essential oil products.

Young Living denies each and every one of the allegations of unlawful conduct, any wrongdoing, and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. Young Living further denies that any Settlement Class Member is entitled to any relief and, other than for Settlement purposes, that this Litigation is appropriate for certification as a class action. Young Living has agreed to settle the Litigation simply to avoid the uncertainties, expenses, and resources associated with ongoing litigation.

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 | If you received a Notice of this Settlement and purchased essential oil Products from Young Living for personal consumption from the period of January 1, 2017, through April 25, 2024, and submit an Approved Claim, you will receive a Settlement Payment and one (1) Young Living coupon after completion of an Approved Claim. | Claims Deadline: June 24, 2024 |
| EXCLUDE YOURSELF | If you exclude yourself from the Settlement, you will not receive either a payment from the Settlement or a Young Living coupon under the Settlement. Excluding yourself is the only option that allows you to bring or maintain your own lawsuit against Young Living for the allegations in the Litigation ever again. | Objection/Exclusion Deadline: June 8, 2024 |
| OBJECT | You may file a written objection telling the Court why you object to (i.e., don't like) the Settlement and think it shouldn't be approved. Submitting an objection does not exclude you from the Settlement. | Objection/Exclusion Deadline: June 8, 2024 |
| GO TO THE FINAL APPROVAL HEARING | <p>The Court will hold a Final Approval Hearing to consider the Settlement, the Fee Petition and Fee Award of the lawyers who brought the Litigation, and the Class Representatives' request for a Service Award for bringing the Litigation.</p> <p>You may, but are not required to, speak at the Final Approval Hearing about any objection you filed to the Settlement. If you intend to speak at the Final Approval Hearing, you must also submit a "Notice of Intention to Appear" indicating your intent to do so.</p> | Hearing Date and Time: July 15, 2024, at 9:00 a.m. CT |
| DO NOTHING | If you received a Notice of this Settlement and purchased essential oil Products from Young Living for personal consumption during January 1, 2017, through April 25, 2024, and you do nothing, and the IL Court approves the Settlement, you will not receive any benefit. You will also give up your right to object to the Settlement and you will not be able to be part of any other lawsuit about the legal claims in this Litigation. | N/A |

- These rights and options—**and the deadlines to exercise them**—are explained in more detail below.
- The Court in charge of this Litigation has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The relief provided to Settlement Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. *Please be patient.*

Questions? Visit www.essentialoilsclassaction.com or call (833) 462-3478

WHAT THIS NOTICE CONTAINS

| | |
|--|-----------------|
| BACKGROUND INFORMATION | PAGE 4 |
| 1. Why did I get this Notice? | |
| 2. What is this Litigation about? | |
| 3. Why is this a class action? | |
| 4. Why is there a settlement? | |
| 5. How do I know whether I am part of the Settlement? | |
| 6. I'm still not sure whether I am included. | |
| THE PROPOSED SETTLEMENT | PAGE 5 |
| 7. What relief does the Settlement provide to the Settlement Class Members? | |
| HOW TO RECEIVE A SETTLEMENT PAYMENT – SUBMITTING A CLAIM FORM..... | PAGE 5-6 |
| 8. How can I get a Settlement Payment? | |
| 9. When will I get my Settlement Payment? | |
| THE LAWYERS IN THIS CASE AND THE CLASS REPRESENTATIVES | PAGE 6 |
| 10. Do I have a lawyer in this case? | |
| 11. How will the lawyers be paid? | |
| 12. Will the Class Representatives receive any compensation for their efforts in bringing this Litigation? | |
| DISMISSAL OF LITIGATION AND RELEASE OF ALL CLAIMS | PAGE 6 |
| 13. What am I giving up to obtain relief under the Settlement? | |
| HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT | PAGE 6 |
| 14. How do I exclude myself from the Settlement? | |
| HOW TO OBJECT TO THE SETTLEMENT..... | PAGE 7-8 |
| 15. How do I tell the Court that I disagree with the Settlement? | |
| 16. What is the difference between excluding myself and objecting to the Settlement? | |
| FINAL APPROVAL HEARING..... | PAGE 8-9 |
| 17. What is the Final Approval Hearing? | |
| 18. When and where is the Final Approval Hearing? | |
| 19. May I speak at the hearing? | |
| ADDITIONAL INFORMATION..... | PAGE 9 |
| 20. How do I get more information? | |
| 21. What if my address or other information has changed or changes after I submit a Claim Form? | |

BACKGROUND INFORMATION

1. *Why did I get this Notice?*

You received this Notice because a Settlement has been reached in this Litigation. You might be a Settlement Class Member and may be eligible for the relief detailed below.

This Notice explains the nature of the Litigation, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement (which defines certain capitalized terms used in this Notice), see Section 20 below.

2. *What is this Litigation about?*

The Class Representatives filed a lawsuit against Young Living on behalf of themselves and all others similarly situated. The Litigation alleges that Young Living allegedly engaged in “unlawful and deceptive conduct” in the “marketing, sale and delivery” of its line of essential oil products.

Young Living denies each and every one of the allegations of unlawful conduct, any wrongdoing, and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. Young Living further denies that any Settlement Class Member is entitled to any relief and, other than for Settlement purposes, that this Litigation is appropriate for certification as a class.

The issuance of this Notice is not an expression of the Court’s opinion on the merits or the lack of merits of the Class Representatives’ claims in the Litigation.

For information about how to learn about what has happened in the Litigation to date, please see Section 20 below.

3. *Why is this a class action?*

In a class action lawsuit, one or more people called “Class Representatives” (in this Litigation, Lori MacNaughton and Lisa Ladonski) sue on behalf of other people who allegedly have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Settlement Class Members. The company sued in this Litigation, Young Living, is called the Defendant.

4. *Why is there a Settlement?*

The Class Representatives have made claims against Young Living. Young Living denies that it has done anything wrong or illegal and admits no liability. The Court has not decided that the Class Representatives or Young Living should win this Litigation. Instead, both sides agreed to the Settlement. That way, they avoid the cost of a trial, and the Settlement Class Members will receive relief sooner than they would have, if at all.

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

The Court has decided that everyone who fits this description is a Settlement Class Member for purposes of the proposed Settlement: “All persons within the United States who purchased essential oil Products from Young Living for personal consumption from the period of January 1, 2017, through April 25, 2024.” Products means any and all Young Living essential oil products.

6. *I’m still not sure if I am included.*

If you are still not sure whether you are included, you can write the Settlement Administrator for free help. The U.S. postal (mailing) address is *MacNaughton et al. v. Young Living Essential Oils, LC*, c/o Kroll Settlement Administration LLC, PO Box 5324, New York, NY 10150-5324.

Questions? Visit www.essentialoilsclassaction.com or call (833) 462-3478

THE PROPOSED SETTLEMENT

7. *What relief does the Settlement provide to the Settlement Class Members?*

Young Living has agreed to provide each Settlement Class Member, who timely submits an Approved Claim by the Claims Deadline, a Settlement Payment from the Settlement Fund. The Settlement Fund shall be allocated to each Claimant who submits an Approved Claim, including the Class Representatives, as follows:

(a) ***With Proof Benefit:*** Claimants with Proof of Purchase will be eligible for a benefit of \$2 (Two Dollars) per Unit, with a maximum benefit amount of \$20 (Twenty Dollars) per Household. Claimants with Proof of Purchase will also be eligible to receive the below benefit for up to \$5 (Five Dollars) in additional compensation for purchases of essential oil Products from Young Living without Proof of Purchase.

(b) ***Without Proof Benefit:*** Claimants without Proof of Purchase will be eligible for a benefit of \$1 (One Dollar) per Unit, with a maximum benefit amount of \$5 (Five Dollars) per Household if they submit a sworn statement on the claim form attesting that up to five (5) products were purchased, but Proof of Purchase is not available.

(c) ***Pro Rata Adjustment:*** If the total value of all Approved Claims plus the Service Awards, the Fee Award, payment of Settlement Administration Expenses, any federal, state, and/or local taxes of any kind (including any interest or penalties thereon) and any and all other fees, costs, or expenses exceed the Settlement amount, the benefits payable to the Claimants shall be reduced *pro rata* so that the total value of all Approved Claims plus the Service Awards, the Fee Award, payment of Settlement Administration Expenses, any federal, state, and/or local taxes of any kind (including any interest or penalties thereon) and any and all other fees, costs, or expenses, does not exceed the Settlement Fund.

(d) ***Young Living Coupon:*** All Claimants who submit an Approved Claim, including the Class Representatives, shall additionally be eligible for a \$5 (Five Dollar) Young Living coupon, with total coupon redemptions to be capped at \$5,000,000 (Five Million Dollars). Redemption of the \$5 (Five Dollar) coupon shall be subject to the following terms and conditions: (i) a Claimant cannot use the coupon on a Young Living loyalty rewards order; (ii) the Claimant cannot combine the voucher with other of Young Living's offers; (iii) the Claimant's personal volume credit shall be reduced in the same amount as the value of the coupon; (iv) the coupon can be used only on an order of \$25 (Twenty-Five Dollars) or more; and (v) the coupon will be valid for a period of six (6) months. Additionally, each coupon will be marked with a unique code to prevent misuse.

HOW TO RECEIVE A SETTLEMENT PAYMENT – SUBMITTING A CLAIM FORM

8. *How can I get a Settlement Payment?*

If you received a Notice of this Settlement and wish to receive a Settlement Payment, you must complete a Claim Form, which will be accessible by using a unique class member identifier issued by the Settlement Administrator. Alternatively, you may request a paper Claim Form.

The Claim Form may be submitted on the Settlement website, www.essentialoilsclassaction.com, or alternatively by postal mail. Read the instructions carefully, fill out the Claim Form, and be sure that the form is either submitted online by **June 24, 2024**, or if sent by mail that it is postmarked, on or before **June 24, 2024**.

9. *When will I get my Settlement Payment?*

As described in Sections 17 and 18 below, the Court will hold a hearing on July 15, 2024, at 9:00 a.m. CT, to decide whether to approve the Settlement. If the Court approves the Settlement, and there is no appeal, you should receive your payments within two to three months. If there is an appeal, it's always uncertain

when the appeal will be resolved, and resolving it can take time, perhaps more than a year. You can check on the progress of the case on the settlement website www.essentialoilsclassaction.com. *Please be patient.*

THE LAWYERS IN THIS CASE AND THE CLASS REPRESENTATIVES

10. *Do I have a lawyer in this case?*

The Court has ordered that the law firm of Milberg Coleman Bryson Phillips Grossman PLLC and the law firm of Siri & Glimstad LLP (together “Class Counsel”) to represent the interests of all Settlement Class Members. You will not be separately charged for these lawyers’ services. If you want to be represented by your own lawyer, you may hire one at your own expense.

11. *How will the lawyers be paid?*

Young Living has agreed to pay Class Counsel’s Fee Award, up to \$1,500,000, plus litigation costs, subject to approval by the Court. You will not be required to pay any attorneys’ fees or costs. Please see paragraphs 13.1 and 13.2 of the Settlement Agreement, available on www.essentialoilsclassaction.com, for additional details.

12. *Will the Class Representatives receive any compensation for their efforts in bringing this Litigation?*

The Class Representatives will request a Service Award of up to \$2,500 each for their service as Plaintiffs and their efforts in bringing the Litigation. The Court will make the final decision as to the amount to be paid to the Class Representatives.

DISMISSAL OF LITIGATION AND RELEASE OF ALL CLAIMS

13. *What am I giving up to obtain relief under the Settlement?*

If the Court approves the proposed Settlement, unless you exclude yourself from the Settlement, you will be releasing your claims against Young Living. This generally means that you will not be able to file a lawsuit, continue prosecuting a lawsuit, or be part of any other lawsuit against Young Living regarding the claims in the Litigation. The Settlement Agreement, available on the Settlement website www.essentialoilsclassaction.com contains the full terms of the Release Claims and the Released Parties.

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

14. *How do I exclude myself from the Settlement?*

You may exclude yourself from the Settlement Class and the Settlement. If you want to be excluded, you must send a written letter or postcard stating: (a) the name and case number of the Litigation; (b) your full legal name, address, and email address; (c) a statement that you do not wish to participate in the Settlement; and (d) a personal attestation that you purchased the Products during the class period, postmarked no later than **June 8, 2024** to the Settlement Administrator at:

MacNaughton et al. v. Young Living Essential Oils, LC
c/o Kroll Settlement Administration LLC
PO Box 5324
New York, NY 10150-5324

If you timely request exclusion from the Settlement Class, you will be excluded from the Settlement Class, you will not receive a Settlement Payment under the Settlement, you will not be bound by the Final Approval Order entered in the Litigation, and you will not be precluded from prosecuting any timely, individual claim against Young Living based on the conduct complained of in the Litigation.

Questions? Visit www.essentialoilsclassaction.com or call (833) 462-3478

HOW TO OBJECT TO THE SETTLEMENT

15. *How do I tell the Court that I disagree with the Settlement?*

At the date, time, and location stated in Section 18 below, the Court will hold a Final Approval Hearing to determine if the Settlement is fair, reasonable, and adequate, and to consider Class Counsel's Fee Petition, and the Service Award to the Class Representatives.

If you wish to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, you must send a written objection to the Clerk of the Court and send copies to the Settlement Administrator, Class Counsel, and Young Living's Counsel at the addresses set forth below no later than (*i.e.*, postmarked by) **June 8, 2024**.

Court Address:

Twentieth Circuit Court
St. Clair County
10 Public Square
Belleville, IL 62220

Settlement Administrator:

MacNaughton, et al. v. Young Living Essential Oils, LC
c/o Kroll Settlement Administration LLC
PO Box 5324
New York, NY 10150-5324

Class Counsel:

Gary M. Klinger
Milberg Coleman Bryson Phillips
Grossman PLLC
227 W. Monroe St., Suite 2100
Chicago, IL 60606
gklinger@milberg.com

Mason A. Barney
Siri & Glimstad LLP
745 Fifth Ave, Suite 500
New York, NY 10151
mbarney@sirillp.com

Young Living's Counsel:

Kasdin Miller Mitchell
Rachael A. Rezabek
Kirkland & Ellis LLP
4550 Travis Street, Floor 12
Dallas, TX 75205
Kasdin.mitchell@kirkland.com
Rachael.rezabek@kirkland.com

Any written objections must contain: (i) his/her full name, address, email address, and current telephone number; (ii) the case name and number of the Lawsuit; (iii) information required identifying the objector as a Settlement Class Member, including proof that the objector is a Settlement Class Member; (iv) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (v) the identification

of any other objections he/she has filed, or has had filed on his/her behalf, in any other class action cases in the last four years; and (vi) the objector's hand signature. If represented by counsel, the objecting Settlement Class Member must also provide the name and telephone number of his/her counsel. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing at his/her own expense, either with or without counsel, he/she must state as such in the written objection, and must also identify any witnesses he/she may call to testify at the Final Approval Hearing and all exhibits he/she intends to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FINAL APPROVAL HEARING.

If you submit a written objection, you may appear at the Final Approval Hearing, either in person or through personal counsel hired at your expense, to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, or to the Fee Award. You are not required, however, to appear. If you, or your attorney, intend to make an appearance at the Final Approval Hearing, you must include on your timely and valid objection a statement substantially similar to "Notice of Intention to Appear."

If you intend to appear at the Final Approval Hearing through counsel, you must also identify the attorney(s) representing you who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, email address, and the state bar(s) to which your counsel is admitted. Also, if you intend to request the Court to allow you to call witnesses at the Final Approval Hearing, such request must be made in your written objection, which must also contain a list of any such witnesses and a summary of each witness's expected testimony.

16. *What is the difference between excluding myself and objecting to the Settlement?*

Objecting is simply telling the Court that you disagree with something about the Settlement. You can object only if you do not exclude yourself from the Settlement. Excluding yourself is telling the Court that you don't want to be part of the Settlement.

If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

FINAL APPROVAL HEARING

17. *What is the Final Approval Hearing?*

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the Fee Award to Class Counsel; and to consider the request for Service Awards to the Class Representatives. You may attend, but you do not have to.

18. *When and where is the Final Approval Hearing?*

On **July 15, 2024, at 9:00 a.m. CT**, a hearing will be held on the fairness of the proposed Settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement's fairness. The hearing will take place in the Circuit Court of St. Clair County, Illinois, 10 Public Square, Belleville, IL 62220. The hearing may be postponed to a different date or time or location without notice. Please check www.essentialoilsclassaction.com for any updates about the Settlement generally, or the Final Approval Hearing specifically. If the date or time of the Final Approval Hearing changes, an update to the Settlement website will be the only way you will be informed of the change.

19. *May I speak at the hearing?*

At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement. As described above in Section 15, you may speak at the Final Approval Hearing only if (a) you have timely submitted an objection, and (b) you have timely and validly provided a Notice of Intent to Appear.

If you have requested exclusion from the Settlement, you may not speak at the hearing.

ADDITIONAL INFORMATION

20. *How do I get more information?*

To see a copy of the Settlement Agreement, the Court’s Preliminary Approval Order, Class Counsel’s Fee Petition, and the operative Class Action Complaint filed in the Litigation, please visit the Settlement website located at: www.essentialoilsclassaction.com. Alternatively, you may contact the Settlement Administrator at the U.S. postal (mailing) address:

MacNaughton et al. v. Young Living Essential Oils, LC
c/o Kroll Settlement Administration LLC
PO Box 5324
New York, NY 10150-5324

21. *What if my address or other information has changed or changes after I submit a Claim Form?*

It is your responsibility to inform the Settlement Administrator of your updated information. You may do so at the address below, or by filling out the Contact Form on the Settlement website:

MacNaughton et al. v. Young Living Essential Oils, LC
c/o Kroll Settlement Administration LLC
PO Box 5324
New York, NY 10150-5324

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION
TO THE CLERK OF THE COURT OR THE JUDGE.**