

# Exhibit D1

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

PITTSBURGH DIVISION

BLAIR DOUGLASS, on behalf of himself and all  
others similarly situated,

Plaintiff,

v.

PHARMAVITE, LLC; FOODSTATE, INC.;  
PHARMAVITE DIRECT LLC; and BONAFIDE  
HEALTH LLC,

Defendants.

Case No. 2:25-cv-01721-MRH

**EXHIBIT 1**  
**CLASS ACTION SETTLEMENT AGREEMENT**

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (“**Agreement**”) is entered into by and between Pharmavite LLC (“**Pharmavite**”), FoodState, Inc. (“**FoodState**”), Pharmavite Direct LLC (“**Pharmavite Direct**”), and Bonafide Health LLC (“**Bonafide**”) (each individually is a “**Settling Party**” and collectively, are “**Settling Parties**”), on the one hand, and Named Plaintiff Blair Douglass (“**Named Plaintiff**”), individually and on behalf of the Settlement Class Members, on the other hand, to effect a full and final settlement, release and dismissal with prejudice of all claims against Settling parties released in this Agreement, including those alleged, or that could have been alleged, in the case captioned *Douglass v. Pharmavite LLC, et al.* in the United States District Court for the Western District of Pennsylvania, Case No. 2:25-cv-01721-MRH (filed November 4, 2025) (the “**Litigation**”) on the terms and conditions set forth below, subject to approval of the Court. Capitalized terms have the meaning ascribed to them in Section 2 of this Agreement.

### 1. RECITALS

- A. Settling Parties manufacture and sell various products, including without limitation dietary supplements, medical devices, and other products, and in connection therewith, operate, control and maintain certain websites that consumers in the United States can access through the internet.
- B. Named Plaintiff represents that he uses Appropriate Auxiliary Aids and Services to access digital information and is a person with a disability as that term is used in the ADA. Named Plaintiff represents he has attempted to patronize the Settling Parties’ websites and intends to do so again in the future. On July 24, 2024, Named Plaintiff notified Settling Parties of the alleged accessibility shortcomings of their websites for individuals who are Blind and/or who have Visual Disability.
- C. In the Litigation, Named Plaintiff alleges, *inter alia*, that Settling Parties’ websites are not accessible to individuals who are Blind and/or who have a Visual Disability, and that the Settling Parties do not have adequate corporate policies and practices that are reasonably calculated to cause the websites to be Accessible to individuals who are Blind and/or who have a Visual Disability, and therefore do not comply with the ADA.
- D. Settling Parties deny all material allegations in the Litigation. Settling Parties specifically deny that (i) they have engaged in any wrongdoing whatsoever, (ii) any of them have not complied with all the laws or legal principles identified in the Litigation, (iii) any of them has any liability in connection with the claims asserted or that could have been asserted in the Litigation, (iv) any alleged wrongdoing or violations caused any damages or injury to Named Plaintiff or anyone else, and (v) each Defendant in the Litigation is a “public accommodation” as defined in 42 U.S.C. §§ 12181(7)(E). Settling Parties further deny that

the claims in the Litigation are appropriate for handling on a class basis, other than for the purposes of settlement.

- E. The Named Plaintiff and Class Counsel have investigated the business and practices of Settling Parties insofar as the allegations in the Litigation are concerned.
- F. The Litigation, if it were to continue, would result in expensive and protracted litigation, likely appeals, and continued uncertainty as to outcome.
- G. The Parties wish to affect a complete resolution and settlement of all claims, disputes, and controversies relating to the allegations of Named Plaintiff and the Settlement Class Members, and to resolve their differences and disputes by settling the Litigation.
- H. The Named Plaintiff and Class Counsel have concluded that this Agreement provides substantial benefits to the Settlement Class and the Settlement Class Members, as well as to Named Plaintiff, resolves all issues that were or could have been raised in the Litigation without prolonged litigation and the risks and uncertainties inherent in litigation, and is fair, reasonable, adequate, and in the best interest of the Settlement Class and the Settlement Class Members.
- I. Without admitting or conceding any wrongdoing, liability, or damages, or the appropriateness of the Named Plaintiff's claims or similar claims for class treatment, Settling Parties are willing to enter into the Agreement solely to avoid the expense, inconvenience, and inherent risk of litigation as well as the concomitant disruption of their business operations.

## 2. DEFINITIONS

- 2.1. **“Accessibility Consultant”** means the person or company designated by a Settling Party to serve the purposes of Section 5.7 of this Agreement.
- 2.2. **“Accessibility Coordination Lead/Team”** has the meaning given to that term in Section 5.6.1 of this Agreement.
- 2.3. **“Accessibility Feedback Form”** means the form required by Section 5.10 of this Agreement
- 2.4. **“Accessibility Statement”** means the statement required by Section 5.10 of this Agreement.
- 2.5. **“Accessibility Strategy”** means the corrective action strategy, if any, required by Section 5.9 of this Agreement, to the extent not already implemented.

- 2.6. **“Accessible”** or **“Accessibility”** refers to digital content that substantially meets the success criteria of the WCAG 2.1 A/AA. The parties recognize that changes to Digital Properties are often made in real time. Accordingly, for purposes of determining whether digital content is Accessible, each Settling Party shall have 72 business hours to review the changed content to determine whether it is Accessible and to address an Accessibility issue.
- 2.7. **“ADA”** means Title III of the Americans with Disabilities Act, 42 U.S.C. §§ 12181 *et seq.*, and its implementing regulations.
- 2.8. **“Agreement”** means this Settlement Agreement and General Release.
- 2.9. **“Agreement Term”** means the time from the Effective Date through the end of three (3) years from the Effective Date.
- 2.10. **“Annual End-User Accessibility Testing”** means the annual assessment required by Section 5.15 of this Agreement.
- 2.11. **“Annual Report”** means the document each of the Settling Parties submit to Class Counsel on each anniversary date of the Effective Date during the Agreement Term, and the First Extended Agreement Term (if any) and the Second Extended Agreement Term (if any), that consists of the following:
  - 2.11.1. the Settling Party’s Status Report for the year in question;
  - 2.11.2. for the first Annual Report only, the results of the Settling Party’s Initial Accessibility Audit conducted in accordance with Section 5.8 of this Agreement;
  - 2.11.3. [Purposely left blank];
  - 2.11.4. the results of the Semi-Annual Automated Accessibility Audit conducted in accordance with Section 5.14 of this Agreement during the year covered by the Annual Report;
  - 2.11.5. beginning with the second Annual Report, the results of the prior year’s Annual End User Accessibility Testing conducted in accordance with Section 5.15 of this Agreement; and
  - 2.11.6. copies of its Accessibility training materials used in complying with Section 5.11 of this Agreement.
- 2.12. **“Appropriate Auxiliary Aids and Services”** means the term as defined by the ADA regulations in § 36.303 and as applied to the individuals who are Blind and/or who have a Visual Disability.

- 2.13. **“Attorneys’ Fees and Costs Award”** means any Court-approved award of attorneys’ fees and litigation costs to Class Counsel made in accordance with Section 9.
- 2.14. **“Blind and/or who have a Visual Disability”** means, with respect to an individual, an impairment that substantially limits the major life activity of seeing, in accordance with the definition of disability set forth in the ADA, 42 U.S.C. § 12102(1)-(2).
- 2.15. **“Class Counsel”** means Kevin Tucker, Kevin Abramowicz, Stephanie Moore, Chandler Steiger, Kayla Conahan, and Jessica Liu of East End Trial Group LLC.
- 2.16. **“Class Notice”** means the Court-approved forms of notice to the Settlement Class, which shall notify Settlement Class Members of the entry of the Preliminary Approval Order, and the scheduling of the Final Fairness Hearing.
- 2.17. **“Costs”** means out-of-pocket expenses reasonably incurred with Settling Parties’ approval (which shall not be unreasonably withheld) and includes amounts payable to experts.
- 2.18. **“Court”** means the United States District Court for the Western District of Pennsylvania.
- 2.19. **“Customer Service Personnel”** means the individuals answering the telephone number provided in the Accessibility Statement in accordance with Section 5.10.2 of this Agreement.
- 2.20. **“Days”** means calendar days, except that when computing any period of time prescribed or allowed by this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. Furthermore, when computing any period of time prescribed or allowed by this Agreement, the last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a Federal or Commonwealth of Pennsylvania legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or Federal or Commonwealth of Pennsylvania.
- 2.21. **“Digital Properties”** means the websites located at [www.pharmavite.com](http://www.pharmavite.com), [www.uqora.com](http://www.uqora.com), [www.equelle.com](http://www.equelle.com), [www.naturemade.com](http://www.naturemade.com), [www.megafood.com](http://www.megafood.com), and [www.hellobonafide.com](http://www.hellobonafide.com), *excluding* (a) any Third-Party Content, (b) any links to third party websites (and such third party websites themselves) and (c) each Settling Party’s trademarks and trade dress, including trade dress colors. Each of the Digital Properties is a **“Digital Property.”** The content, links, trademarks and trade dress, including trade dress colors, excluded from the definition of Digital Properties are collectively defined as the **“Excluded Content.”**
- 2.22. **“Dispute Resolution Procedure”** means the process described in Section 11 of this Agreement.

- 2.23. **“Effective Date”** means the date on which all conditions precedent set forth in Section 4 of this Agreement are completed.
- 2.24. **“Final,”** when referring to a judgment or order means (1) a judgment or order which is a non-tentative, appealable judgment or order and as to which all times to appeal therefrom have expired with no appeal or other review proceeding having been commenced; and (2) a judgment or order which is a non-tentative, appealable judgment or order and from which an appeal or other review proceeding has been commenced, and on which such appeal or other review is concluded and no longer is subject to review by any court, whether by appeal, petitions or rehearing or re-argument, petitions for rehearing *en banc*, petitions for writ of *certiorari*, or otherwise, and as to which such appeal or other review has been resolved in a manner that affirms the Final Order And Judgment in all material respects.
- 2.25. **“Final Approval”** means the period thirty-one (31) days following approval of this Agreement given in a written order by a United States District Court Judge or Magistrate of competent jurisdiction after notice to the Settlement Class and hearing, provided no appeal is filed during this period.
- 2.26. **“Final Fairness Hearing”** means the hearing at which the Court considers the fairness, reasonableness, and adequacy of this Agreement, and whether it should be finally approved by the Court.
- 2.27. **“Final Order And Judgment”** means the order detailed in Section 14 and in substantially the form attached hereto as Exhibit 3.
- 2.28. **“First Extended Agreement Term”**, if applicable, means the time from the end of the Agreement Term through the end of four (4) years from the Effective Date.
- 2.29. **“Incentive Award”** means any Court-approved award to the Named Plaintiff, made in accordance with Section 9.
- 2.30. **“Initial Accessibility Audit”** means the initial audit required by Section 5.8 of this Agreement.
- 2.31. **“Injunctive Releasing Parties”** means Named Plaintiff and the Settlement Class Members, and each of their executors, successors, heirs, assigns, administrators, agents, and representatives.
- 2.32. **“It”** (and the possessive form, “Its”) is gender-neutral and includes, as appropriate to the context, all gender-specific and gender-neutral pronouns and variations thereon.

- 2.33. **“IT Personnel”** means the persons who are employed by a Settling Party who have managerial responsibility for the technical design and development of the Settling Party’s Digital Properties.
- 2.34. **“Letter of Accessibility”** means the executive summary report issued by each Settling Party and its Accessibility Consultant annually during the Agreement Term, and the First Extended Agreement Term, if any, and the Second Extended Agreement Term, if any, that either (i) confirms the Digital Properties are Accessible based on the Annual End-User Accessibility Testing, or (ii) if not, the remediation efforts that either were or are being taken by such Settling Party to address such lack of Accessibility.
- 2.35. **“Litigation”** means *Douglass v. Pharmavite LLC et al*, Case No. 2:25-cv-01721-MRH (W.D. Pa.).
- 2.36. **“Motion for Preliminary Approval”** means the motion requesting a Preliminary Approval Order.
- 2.37. **“Named Plaintiff”** means Blair Douglass.
- 2.38. **Intentionally left blank**
- 2.39. **“Notice Deadline”** means the deadline for publishing notice to be set by the Court as part of the Preliminary Approval process.
- 2.40. **“Objection Date”** means the date by which a Settlement Class Member must file objections, if any, to the Agreement in accordance with Section 13. The Objection Date shall be no later than 150 Days after the Preliminary Approval Date.
- 2.41. **“Overlay”** means technologies that aim to improve the accessibility of a website by applying a third-party source code (typically Javascript) to make improvements to the website’s front-end code. Overlays often apply a script to a webpage which scans the webpage’s code and attempts to repair accessibility barriers automatically.
- 2.42. **“Parties”** refers to Settling Parties, Named Plaintiff, and the Settlement Class Members.
- 2.43. **“Party”** refers to a Settling Party, Named Plaintiff, or the Settlement Class Members.
- 2.44. **“Person”** means an individual, corporation, partnership, limited partnership, limited liability company, association, member, shareholder, joint stock company, estate, legal representative, trust, unincorporated association, any business or legal entity, and such individual’s or entity’s spouse, heirs, and past, present, and future direct and indirect predecessors, successors, representatives and assignees, parents, subsidiaries, affiliates, joint venturers, unincorporated entities or associations, joint stock companies, estates, legal

representatives, divisions, groups, directors, officers, shareholders, members, employees, partners, agents, insurers, and attorneys of any of the foregoing.

- 2.45. **“Preliminary Approval”** means the initial approval by the Court of the terms of this Agreement, which will occur before any notice being provided in accordance with this Agreement.
- 2.46. **“Preliminary Approval Date”** means the date the Preliminary Approval Order has been executed and entered by the Court and received by Class Counsel and Settling Parties” Counsel.
- 2.47. **“Preliminary Approval Order”** means the order described in Section 13 as proposed in substantially the form attached hereto as Exhibit 2.
- 2.48. **“Release”** means the release and discharge of Released Injunctive Claims, by the Named Plaintiff and all Settlement Class Members (and their respective present, former and future administrators, agents, assigns, attorneys, executors, heirs, partners, predecessors-in-interest, and successors), and shall include the agreement and commitment by the Named Plaintiff and all Settlement Class Members not to now or hereafter initiate, maintain, or assert against the Released Persons or any of them, any Released Injunctive Claims that have been, could have been, may be, or could be alleged or asserted now or in the future by the Named Plaintiff or any Settlement Class Members against the Released Persons, or any of them, in the Litigation or in any other court action or before any administrative body (including, without limitation, any regulatory entity or organization), tribunal, arbitration panel, or other adjudicating body, arising out of the Released Injunctive Claims. There shall be no Release until there is an Effective Date.
- 2.49. **“Released Injunctive Claims”** means any and all claims, rights, demands, charges, complaints, actions, suits, and causes of action, whether known or unknown, suspected or unsuspected, accrued or unaccrued, of Releasing Persons for injunctive, declaratory, or non-monetary relief, based on the Accessibility of the Digital Properties and/or the Accessibility of the Excluded Content to individuals who are Blind and/or who have a Visual Disability, including any injunctive, declaratory, or non-monetary claims under: (i) the ADA; and (ii) any state or local statutory, administrative, regulatory, or code provisions that either (a) directly incorporate the ADA or (b) set forth standards or obligations coterminous with or equivalent to the ADA. The Released Injunctive Claims cover all conduct concerning the Accessibility of the Digital Properties and/or the Accessibility of the Excluded Content through the later of the Agreement Term, First Extended Agreement Term (if applicable) and the Second Extended Agreement Term (if applicable).
- 2.50. **“Released Persons”** means: (1) Settling Parties, (2) the affiliates of any Settling Party, and (3) each of the respective past, present, and future direct and indirect predecessors,

successors, assigns, parents, subsidiaries, owners (direct or indirect), shareholders, affiliates, joint venturers, partnerships, limited partnerships, limited liability companies, corporations, unincorporated entities or associations, any business entities or legal entities, associations, joint stock companies, estates, legal representatives, divisions, groups, directors, officers, shareholders, members, employees, partners, agents, insurers, and attorneys of any of the foregoing entities and any Person or Persons described in (1)–(3) of this Section 2.50, including but not limited to Pharmavite LLC, FoodState, Inc., Pharmavite Direct LLC and Bonafide Health LLC.

- 2.51. **“Releasing Persons”** includes (1) the Named Plaintiff, on behalf of himself and all Settlement Class Members, (2) all Settlement Class Members, and (3) the respective present, former and future administrators, agents, assigns, affiliates, attorneys, executors, heirs, partners, predecessors-in-interest, and successors of the Named Plaintiff and all Settlement Class Members.
- 2.52. **“Second Extended Agreement Term”**, if applicable, means the time from the end of the First Extended Agreement Term through the end of five (5) years from the Effective Date.
- 2.53. **“Semi-Annual Automated Accessibility Audit”** means the semi-annual audit required by Section 5.14 of this Agreement.
- 2.54. **“Settlement Class”** means all residents of the United States and its territories who are Blind and/or who have a Visual Disability and who use Appropriate Auxiliary Aids and Services to navigate digital content and who have accessed, attempted to access, or been deterred from attempting to access, or who will access, attempt to access, or be deterred from attempting to access, the Digital Properties and/or the Excluded Content from the United States, and who are not individuals excluded from the Settlement Class as provided in Section 3.1.
- 2.55. **“Settlement Class Members”** means the individuals in the Settlement Class.
- 2.56. **“Settlement Class Notice Program”** means the program by which notice of this Agreement shall be provided to the Settlement Class.
- 2.57. **“Settlement Website”** means the website located at <https://www.phvadasettlement.com>
- 2.58. **“Settling Parties’ Counsel”** means Tatro Tekosky Sadwick LLP.
- 2.59. **“Settling Party’s Settlement Contact”** means an individual designated as the initial point of contact for Class Counsel with respect to issues concerning this Agreement. A Settling Party shall notify Class Counsel in writing of the individual designated as its Settlement Contact within ten (10) days of the Effective Date. A Settling Party shall also notify Class

Counsel in writing should a new individual be designated as its Settlement Contact during the Agreement Term. Such notice shall be required within ten (10) days of designation of a new Settlement Contact.

- 2.60. **“Status Report”** means a written evaluation or executive summary report provided annually as part of the Annual Report by or on behalf of each Settling Party that:
- 2.60.1. identifies content, features, and services on the Settling Party’s Digital Properties that are not Accessible to individuals who are Blind and/or who have a Visual Disability and who use Appropriate Auxiliary Aids and Services, if any, based on (i) the Initial Accessibility Audit conducted pursuant to Section 5.8 of this Agreement, for purposes of the first Status Report only, (ii) for subsequent Status Reports, the Semi-annual Automated Accessibility Audit conducted pursuant to Section 5.14 of this Agreement during the year to which the Status Report relates, and (iii) for Status Reports subsequent to the initial Status Report, the Annual End User Accessibility Testing conducted pursuant to Section 5.15 of this Agreement; and
  - 2.60.2. recommends remedial steps for such Settling Party to the extent such remedial steps are needed.
- 2.61. **“Subsequently Abandoned Digital Property”** means any Digital Property that a Settling Party ceases to operate or make publicly available to consumers in the United States after the Effective Date of this Agreement.
- 2.62. **“Subsequently Acquired Digital Property”** means any website that a Settling Party acquires during the Agreement Term from a third party, starts to operate, and makes publicly available to consumers in the United States after the Effective Date of this Agreement.
- 2.63. **“Third-Party Content”** means (1) JavaScript-based, other computer code or programming developed by a website host; and (2) JavaScript-based, other computer code or programming developed by an entity outside of a Settling Party or its contractors and which is deployed as a commercial add-on or plug-in for features such as direct customer communication or interaction (*e.g.*, chat or information submission or posting of photographs), payment processing (*e.g.*, Shopify, Klarna, Affirm, Stripe, etc.), or advertising or social content (*e.g.*, banner or pop-up advertisement, or Instagram/TikTok posts and videos).
- 2.64. **“WCAG 2.1”** means the Web Content Accessibility Guidelines 2.1 A/AA, developed by the W3C and available at <https://www.w3.org/TR/WCAG21/>

### 3. PROPOSED CLASS FOR SETTLEMENT PURPOSES

- 3.1. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, for settlement purposes only, and subject to Court approval, the Settlement Class shall be certified, but specifically excluded from the Settlement Class are the following Persons:
  - 3.1.1. Settling Parties' officers and directors;
  - 3.1.2. Class Counsel and partners, attorneys, and employees of Class Counsel's law firm; and
  - 3.1.3. The judges who have presided over the Litigation and their immediate family members.
- 3.2. Solely for the purpose of implementing this Agreement, Named Plaintiff and Class Counsel will apply for, and Settling Parties will not oppose, an order preliminarily certifying the Settlement Class, appointing Named Plaintiff as representative of the Settlement Class, and appointing the following as counsel for the Settlement Class:

Kevin Tucker  
Kevin Abramowicz  
Stephanie Moore  
Chandler Steiger  
Kayla Conahan  
Jessica Liu  
EAST END TRIAL GROUP LLC  
6901 Lynn Way, Suite 503  
Pittsburgh, PA 15208  
ktucker@eastendtrialgroup.com  
kabramowicz@eastendtrialgroup.com  
smoore@eastendtrialgroup.com  
csteiger@eastendtrialgroup.com  
kconahan@eastendtrialgroup.com  
jliu@eastendtrialgroup.com  
Tel. (412) 877-5220  
<https://eastendtrialgroup.com/>

- 3.3. Solely for the purpose of implementing this Agreement, Named Plaintiff and Class Counsel will seek, and Settling Parties will not oppose, an order from the Court preliminarily finding that the Named Plaintiff and Class Counsel are adequate representatives of the Settlement Class.

- 3.4. Settling Parties do not agree to the certification of the Settlement Class (or any other class) or to the appointment or adequacy of the Named Plaintiff or Class Counsel for any purpose other than to effectuate the Agreement, and would oppose any such certification, appointment, or finding of adequacy, respectively, for any other purpose.
- 3.5. In the event that this Agreement is terminated pursuant to its terms or is not approved in all material respects by the Court, or such approval is reversed, vacated, or modified in any material respect by the Court or by any other court, the certification of the Settlement Class shall be deemed vacated, and no reference to the Settlement Class, this Agreement, or any documents, communications or negotiations related in any way thereto shall be made for any purpose, by any Person, in the Litigation or in any other action or proceeding; in addition, the Litigation may proceed as if the Settlement Class had never been preliminarily certified or certified.
- 3.6. Upon execution of this Agreement, the Parties shall immediately and jointly move for a complete stay of the Litigation, except insofar as filings, motions, or hearings may be necessary in connection with the Preliminary Approval Order or Final Order And Judgment.

#### **4. CONDITIONS PRECEDENT**

- 4.1. The Effective Date takes place only upon the occurrence of all the following:
  - 4.1.1. the Court orders Preliminary Approval of this Agreement and orders certification of the Settlement Class and notice to the Settlement Class Members;
  - 4.1.2. notice is provided to the Settlement Class Members in accordance with Section 13.2 of this Agreement;
  - 4.1.3. the Court grants Final Approval of this Agreement and enters judgment in accordance with the terms herein after a fairness hearing has been conducted and all such orders and approvals are Final; and
  - 4.1.4. this Agreement has been fully executed by all Parties and Settling Parties' Counsel and Class Counsel.
- 4.2. If, for any reason, there is no Effective Date, the orders, judgment and dismissal to be entered pursuant to this Agreement shall be vacated, and the Parties will be returned to the status *quo ante* with respect to the Litigation as if this Agreement (other than the provisions that survive termination, including, without limitation, Recital D and Sections 3.4, 3.5, 8.3, 15, 16.1.2, 16.1.3, 16.14 and 16.16 (and any Definitions in Section 2 necessary to interpret Recital D and/or those surviving Sections) had never been entered into.

## 5. BENEFITS TO THE CLASS

- 5.1. **Digital Properties Accessibility.** To facilitate individuals who are Blind and/or who have a Visual Disability having full and equal enjoyment of the goods, services, facilities, privileges, advantages, and accommodations a Settling Party provides by and through its Digital Properties, subject to Sections 5.2 and 5.3, each Settling Party shall:
  - 5.1.1. to the extent not already done, make the U.S. portions of its Digital Properties Accessible by the end of the Agreement Term; and
  - 5.1.2. make the U.S. portions of any Subsequently Acquired Digital Property Accessible before the end of the Agreement Term or within eighteen (18) months of their acquisition, whichever is later.
- 5.2. **Undue Burden.** Nothing in this Agreement requires Settling Parties to take any actions that would result in an undue burden as defined in 28 C.F.R. § 36.104 or fundamentally alter the nature of the goods, services, facilities, privileges, advantages or accommodations the Settling Parties offer.
- 5.3. **Equelle.com Exclusion.** In the event [equelle.com](https://www.equelle.com) ceases to be an active, accessible website on or before December 31, 2025, and (b) upon equelle.com ceasing to be an active, accessible website, anyone attempting to visit equelle.com will be automatically and seamlessly re-routed to hellobonafide.com or a webpage on that Digital Property, then with respect to the Digital Property equelle.com only, no Settling Party shall be obligated to perform any of the duties, responsibilities or commitments as provided in this Agreement for Digital Properties. In the event equelle.com is still an active, accessible website as of January 1, 2026, then the exclusion provided in this subsection 5.3 shall be suspended; if and when equelle.com is no longer an active, accessible website, the exclusion provided in this Section 5.3 shall be re-instated.
- 5.4. **No Exclusive Overlays.** For the purpose of this Agreement, Settling Parties shall not rely exclusively on “overlay” solutions such as those provided by the following companies as of the Effective Date to achieve conformance with WCAG 2.1 AA: AccessiBe, Accessibility Adapter, Accessiblelink, Accessibly, Accessiway, Adally, Adapte Mon Web (Adapt my Web), Allyable, Amaze, AudioEye, Bakh Fix, DIGIaccess, Eye-Able.com, Equally.ai, EqualWeb, FACIL’iti, Lisio, MaxAccess, MK-Sense, Poloda AI, Purple Lens, ReciteME, Sogo, TruAbilities, True Accessibility, UsableNet, User1st, and UserWay.
- 5.5. **Third-Party Content.**
  - 5.5.1. No Settling Party shall be required to ensure Third-Party Content is Accessible, provided however during the Agreement Term if the Third-Party Content is

necessary for consumers to independently add an item to their shopping cart, complete a purchase, receive information about a discount, promotion, special offer, or installment plan, or contact a Settling Party's customer service, then the Settling Party shall make the Third-Party Content Accessible. For purposes of this Section, if a Settling Party notifies the owner of the Third-Party Content that Third-Party Content is not, or may not be, Accessible, that satisfies Settling Party's obligations under this Section.

5.5.2. After the Effective Date of this Agreement and during the Agreement Term, for each new or renegotiated contract with a vendor of Third-Party Content, if the Third-Party Content is necessary for consumers to independently add an item to their shopping cart, complete a purchase, receive information about a discount, promotion, special offer, or installment plan, or contact a Settling Party's customer service, a Settling Party shall request that the vendor provide Accessible content. If, during any such contracting process, a Settling Party issues a request for a proposal for development or inclusion of Third-Party Content on the Digital Properties, then such Settling Party shall include Accessibility of such Third-Party Content as a criterion. For Third-Party Content subject to this subsection 5.3.2, each Settling Party shall take commercially and technically reasonable steps to seek out such content that facilitates Accessibility.

**5.6. Accessibility Coordination Lead/Team.**

5.6.1. Within three (3) months of the Effective Date, each Settling Party shall designate one or more of its employees and/or contractors as the accessibility coordination lead/team ("**Accessibility Coordination Lead/Team**") for the Digital Properties.

5.6.2. The Settling Party's Accessibility Coordination Lead/Team shall coordinate the Settling Party's compliance with Section 5 of this Agreement.

5.6.3. Each Settling Party shall maintain its Accessibility Coordination Lead/Team through the end of the Agreement Term, and, if applicable, the First Extended Agreement Term and Second Extended Agreement Term, provided however that each Settling Party shall be entitled to change the employee(s) and/or contractor(s) on the Accessibility Coordination Lead/Team at any time.

**5.7. Accessibility Consultant and Status Report.**

5.7.1. Within six (6) months of the Effective Date, each Settling Party shall appoint or retain an Accessibility Consultant to supplement, as needed, that Settling Party's internal IT personnel to achieve compliance with Section 5.1 of this Agreement.

- 5.7.2. The Settling Parties have retained Deque as Accessibility Consultant. Deque and/or its employees hold an accessibility-related certification from the International Association of Accessibility Professionals. Each Settling Party may change its Accessibility Consultant at any time.
- 5.7.3. The Accessibility Consultant's duties are as follows: (a) assisting, as requested by a Settling Party, with conducting the Initial Accessibility Audit; (b) reviewing the results of the Initial Accessibility Audit; (c) advising the Settling Party as to how to make its Digital Properties Accessible; (d) assisting, as requested by a Settling Party, with conducting the Semi-Annual Automated Accessibility Audit; (e) assisting, as requested by a Settling Party, with the conduct of the Annual End-User Testing; and (f) providing annually the Letter of Accessibility.
- 5.7.4. During the Agreement Term, before the anniversary date of the Effective Date, the Accessibility Consultant shall provide the Settling Party with a Status Report.
- 5.7.5. A Settling Party shall notify Class Counsel if it appoints or retains a new Accessibility Consultant during the Agreement Term, and, if applicable, the First Extended Agreement Term and Second Extended Agreement Term, within one (1) month of such change. If Class Counsel or Named Plaintiff objects to the Settling Party's selection as inadequate to represent the interests or needs of Settlement Class Members, the Parties will work in good faith to resolve such objection pursuant to the Dispute Resolution Procedure.

**5.8. Initial Accessibility Audit.**

- 5.8.1. Prior to the development of an Accessibility Strategy, each Settling Party shall complete the Initial Accessibility Audit to identify Accessibility barriers that exist in its Digital Properties, if any.
- 5.8.2. The Initial Accessibility Audit shall be conducted in a professional manner and shall be benchmarked by appropriate processes, including automated and end-user testing, consistent with the Accessibility Consultant's recommendations. End-user testing must be performed by individuals who have training and experience in the appropriate assistive technology that individuals who are Blind and/or who have a Visual Disability use to navigate, browse, and shop online.

**5.9. Accessibility Strategy.**

- 5.9.1. Within twelve (12) months of the Effective Date, and to the extent not already done, each Settling Party shall develop and implement (to the extent doing so does not require the Settling Party to change its trademarks and trade dress,

including trade dress colors) an Accessibility Strategy designed to facilitate having its Digital Properties Accessible by the end of the Agreement Term.

- 5.9.2. In developing and implementing the Accessibility Strategy, each Settling Party shall consider this Agreement, its Initial Accessibility Audit, its Accessibility Statement, its initial Status Report, and the recommendations of the Accessibility Consultant, if any.
- 5.9.3. Within twelve (12) months of the Effective Date, each Settling Party shall provide a copy of the Accessibility Strategy to Class Counsel. Submission of the Annual Report as required by this Agreement shall satisfy this requirement.
- 5.9.4. Within twelve (12) months of the Effective Date, each Settling Party shall disseminate the Accessibility Strategy among its IT Personnel.

**5.10. Accessibility Statement and Accessibility Feedback Form.**

- 5.10.1. Within nine (9) months of the Effective Date, each Settling Party shall develop its Accessibility Statement.
- 5.10.2. The Accessibility Statement shall (i) notify visitors that the Settling Party is making efforts to conform its Digital Properties to WCAG 2.1 A/AA, and (ii) include a telephone number for visitors who are Blind and/or who have a Visual Disability to contact the Settling Party in the event the visitor cannot complete the Accessibility Feedback Form, in which case the Settling Party shall use commercially reasonable efforts to complete the Accessibility Feedback Form on the visitor's behalf based on the information provided by such visitor.
- 5.10.3. The Accessibility Statement shall include a link to an Accessibility Feedback Form that allows visitors who are Blind and/or who have a Visual Disability to provide feedback regarding the accessibility of the Settling Party's Digital Properties. At minimum, the Accessibility Feedback Form shall include separate fields for the following information:
  - 5.10.3.1. The URL of the page to which a visitor's feedback relates;
  - 5.10.3.2. An area for the visitor to describe the accessibility problem (if any) the visitor encountered;
  - 5.10.3.3. An area for the visitor to describe their computer operating system, browser (user agent), and any assistive technology the visitor used; and

- 5.10.3.4. An area for the visitor to provide their email address if they wish to discuss their feedback or steps the Settling Party has taken or plans to take regarding the feedback.
- 5.10.4. The Accessibility Feedback Form shall clearly state that the field provided by 5.10.3.4 is optional.
- 5.10.5. Each Settling Party shall maintain user submissions received through the Accessibility Feedback Form throughout the Agreement Term and if applicable, the First Extended Agreement Term and the Second Extended Agreement Term. The Settling Party shall track at least the following information: description of what alteration, if any, the Settling Party made to its Digital Properties in response to the Accessibility Feedback Form submission.
- 5.10.6. Within nine (9) months of the Effective Date, each Settling Party shall provide a copy of its Accessibility Statement to Class Counsel.
- 5.10.7. Within nine (9) months of the Effective Date, each Settling Party shall add a link to its Accessibility Statement at the beginning of the home page of its Digital Properties. Each Settling Party shall have the option to make this link invisible to visitors who do not use Appropriate Auxiliary Aids and Services, provided that this link is otherwise Accessible.
- 5.10.8. Within six (6) months of the acquisition of any Subsequently Acquired Digital Property, the Settling Party making such acquisition shall cause to be added a link at the beginning of the home page any such Subsequently Acquired Digital Property to the Accessibility Statement for such Subsequently Acquired Website. The Settling Party making such acquisition shall have the option to make this link invisible to visitors who do not use Appropriate Auxiliary Aids and Services, provided that this link is otherwise Accessible.
- 5.11. Accessibility Training.**
- 5.11.1. Within twelve (12) months of the Effective Date, each Settling Party, to the extent not already done, shall train its employees responsible for website technical design, development, or maintenance on how to conform its Digital Properties to WCAG 2.1 A/AA.
- 5.11.2. Each Settling Party shall provide Accessibility training to its newly hired employees responsible for website technical design, development, or maintenance within the latter of twelve (12) months of the Effective Date of this Agreement or 180 days of their hire date.

- 5.11.3. Commencing in 2027, each Settling Party shall refresh the Accessibility training of its then-current employees responsible for website technical design, development, or maintenance, at regular intervals not to exceed once every two years during the Agreement Term and any extensions thereto.
- 5.11.4. During the Agreement Term and any extensions thereto, and consistent with the annual reporting requirements in Section 5.16 of this Agreement, a Settling Party shall, upon request by Class Counsel, provide copies of its final Accessibility training materials to Class Counsel. Nothing in this Section shall require a Settling Party to provide training materials that illustrate inaccessible content on the Digital Properties. Any Accessibility Training Materials provided to Class Counsel in response to a request shall be treated as Highly Confidential and shall be for Class Counsel's eyes only.
- 5.12. **Customer Service Personnel Training.** During the Agreement Term and any extensions thereto, each Settling Party shall ensure its Customer Service Personnel are trained to timely assist users with disabilities within published hours of operation, and to forward any accessibility-related questions or complaints concerning the Digital Properties to its Accessibility Coordination Lead/Team so they may be investigated.
- 5.13. **Modified Bug Fix Priority.**
  - 5.13.1. Within twelve (12) months of the Effective Date, to the extent not already done, each Settling Party shall modify its existing bug fix policies, practices, and procedures to include the elimination of bugs that create Accessibility barriers, including those, if any, that prohibit effective communication or impair the Accessibility of its Digital Properties.
  - 5.13.2. Each Settling Party shall remedy bugs which create Accessibility barriers to its Digital Properties at the same level of priority (*e.g.*, speed, resources used to remedy, *etc.*) as any other equivalent loss of function for individuals who are not Blind and who do not have a Visual Disability for the same type of content.
- 5.14. **Semi-Annual Automated Accessibility Audit.**
  - 5.14.1. During the Agreement Term, each Settling Party or the Accessibility Consultant shall perform Semi-Annual Automated Accessibility Audits (every six months) to evaluate Accessibility of its Digital Properties.
  - 5.14.2. Semi-Annual Automated Accessibility Audits shall be conducted using the WAVE Web Accessibility Evaluation Tool (<https://wave.webaim.org>), the enterprise level Pope Tech automated testing tool (<https://popetech>), or a tool

selected by the Settling Party. Such automated testing shall include web pages identified by the tool “crawling” the links on each web page and shall be limited to no more than 5,000 web pages.

**5.15. Annual End-User Accessibility Testing.**

5.15.1. During the Agreement Term, the Accessibility Consultant or the IT personnel of each Settling Party shall perform Annual End-User Accessibility Testing, with such testing to be performed by individuals who have training and experience in the manner in which individuals who are Blind and/or who have a Visual Disability and use Appropriate Auxiliary Aids and Services to navigate, browse, and shop online, to assess the Accessibility of its Digital Properties.

5.15.2. Annual End-User Accessibility Testing shall include an average of 15 pages across the Digital Properties of all Settling Parties; but in no event shall fewer than 12 pages be audited for any one Digital Property, which web pages shall be selected by the Accessibility Consultant or the Settling Party that include, to the extent feasible, the type of content found throughout its Digital Properties and some of the Digital Properties’ more common user flows such as navigating from the homepage to a product page to checkout, or from the homepage to customer service. Settling Parties use templates as a basis for multiple web pages.

**5.16. Annual Report and Letter of Accessibility.** During the Agreement Term, within ten (10) business days of the anniversary date of the Effective Date, each Settling Party shall submit its Annual Report and its Letter of Accessibility to Class Counsel.

**6. AGREEMENT TERM**

6.1. The Agreement Term shall last three (3) years from the Effective Date.

6.2. If a Settling Party is unable to provide a Letter of Accessibility confirming that its Digital Properties are Accessible by the end of the Agreement Term, then the term of the Agreement shall extend to the end of the First Extended Agreement Term as to that the Settling Party only.

6.3. For a Settling Party as to which the term of the Agreement is extended pursuant to Section 6.2, if that Settling Party is unable to provide the Letter of Accessibility confirming that its Digital Properties are Accessible by the end of the First Extended Agreement Term, then the term of the Agreement shall extend to the end of the Second Extended Agreement Term as to that the Settling Party only.

6.4. Each Settling Party, Class Counsel, and Named Plaintiff shall work in good faith to provide a Letter of Accessibility confirming that its Digital Properties are Accessible as soon as commercially and technically reasonably practicable during the Agreement Term.

**7. MONITORING OF COMPLIANCE**

7.1. Class Counsel and Named Plaintiff shall monitor each Settling Party’s compliance with Sections 5 of this Agreement as described in this Section.

7.2. Class Counsel and Named Plaintiff shall be entitled to visit the Digital Properties at any time without notice for the purpose of evaluating a Settling Party’s compliance with Sections 5 of this Agreement.

7.3. Settling Parties collectively or, in the discretion of Settling Parties, each Settling Party individually, shall provide the following information to Class Counsel during the Agreement Term.

<b>Information</b>	<b>Deadline</b>	<b>See Agreement at Section</b>
Annual Report	Within 10 days of the Effective Date’s anniversary date during the Agreement Term	5.16
Letter of Accessibility	Within 10 days of the Effective Date’s anniversary date during the Agreement Term	5.16
Establishment of Accessibility Coordination Lead/Team	Within three (3) months of the Effective Date	5.6
Status Report	Included in Annual Report	2.60
Changes to the Accessibility Consultant	Within one (1) month of any change	5.7.5
Results of the Initial Accessibility Audit	Included in first Annual Report	2.11.2
Accessibility Strategy	Within twelve (12) months of the Effective Date	5.9.3

Accessibility Statement	Within nine (9) months of the Effective Date	5.10.6
Results of the Semi-Annual Automated Accessibility Audit	Included in the Annual Report	2.11.4
Results of the Annual End-User Accessibility Testing	Included in the Annual Report	2.11.5
Meet-and-Confers	Within 30 days after delivery of each Annual Report	10.1

**8. SCOPE OF AGREEMENT**

- 8.1. This Agreement applies to each Settling Party’s policies, practices, and procedures with respect to Settlement Class Members.
- 8.2. This Agreement shall not apply to Subsequently Abandoned Digital Properties.
- 8.3. Named Plaintiff expressly acknowledges that the resolution described herein is fair and adequate, and that the policies and procedures set forth in this Agreement are intended and sufficient to remedy any and all alleged violations of the ADA and related state and local laws by each Settling Party with respect to the claims alleged by Named Plaintiff in the Litigation.

**9. ATTORNEYS’ FEES AND COSTS THROUGH THE AGREEMENT TERM, AND INCENTIVE AWARD**

- 9.1. **Attorneys’ Fees and Costs Award.** Class Counsel will apply to the Court for an aggregate Attorneys’ Fees and Costs Award of up to \$69,000.00. Any Attorneys’ Fees and Costs Award to be paid pursuant to this Section 9.1 will be paid by the Settling Parties within twenty-one (21) Days after the Effective Date by sending a business check or wire transfer payable to “EAST END TRIAL GROUP LLC IOLTA ATTORNEY TRUST ACCOUNT” to Class Counsel in care of Kevin W. Tucker, East End Trial Group LLC, at an address or account to be confirmed by Class Counsel before payment.
- 9.2. **Incentive Award.** The Named Plaintiff will apply for an Incentive Award not to exceed two thousand five hundred dollars (\$2,500.00) to the Named Plaintiff. Any Incentive Award provided by the Final Order And Judgment (up to but not exceeding two thousand

five hundred dollars (\$2,500.00) to the Named Plaintiff) pursuant to this Section 9.2 will be paid by the Settling Parties within twenty-one (21) Days after the Effective Date.

- 9.3. **Attorneys' Fees and Costs Award and Incentive Award.** Any order or proceedings relating to the applications for the Attorneys' Fees and Costs Award and the Incentive Award, or any appeal from any order relating thereto or reversal or modification thereof, will not operate to terminate or cancel this Agreement and is not a basis for anyone withdrawing from the Agreement.
- 9.4. **Named Plaintiff Waiver.** Named Plaintiff waives any right to an Incentive Award in connection with the Litigation or this Agreement which exceeds the amount provided in Section 9.2.
- 9.5. **No Withholding.** Any Incentive Award shall not be subject to withholding deductions and Settling Parties (or any Settling Party who has paid all or part of the incentive award) may issue an IRS Form 1099 to Named Plaintiff, through Class Counsel at the address provided in Section 17.

## **10. MEET-AND-CONFERS**

- 10.1. Within thirty (30) days of delivery of the Annual Report, Class Counsel and Settling Parties or their counsel will meet to discuss the Annual Report, review the implementation of this Agreement, and any outstanding disagreements. Such meetings may be either in person or remote. The meeting can be waived if Settling Parties and Class Counsel agree to waiver prior to such meetings.

## **11. DISPUTE RESOLUTION PROCEDURE**

### **11.1. Informal Dispute Resolution.**

- 11.1.1. If a Party has a dispute arising under this Agreement which it wishes to resolve, it shall notify the other Party or Parties to the dispute in writing, describing the dispute. The other Party or Parties to the dispute shall respond in writing to such notice within fifteen (15) business days of receipt of the notice.
- 11.1.2. If a Settlement Class Member has a dispute arising under Section 5 of this Agreement, he or she may notify Class Counsel who, in turn, shall notify the Settling Party with whom the alleged dispute exists, in writing, describing the dispute. That Settling Party shall respond in writing to such notice within fifteen (15) business days of receipt of the notice.
- 11.1.3. Further, if a Settling Party receives written notice of a dispute by a Settlement Class Member arising under Section 5 of this Agreement, the Settling Party shall

notify Class Counsel in writing, describing the dispute and providing the Settlement Class Member's contact information, if known and if the Settlement Class Member consents that the Settling Party can do so. Upon receiving such notice, Class Counsel shall take commercially reasonable steps to resolve the dispute. Class Counsel shall notify the Settling Party in writing if the dispute has been resolved, or if Class Counsel has been unable to resolve the dispute. The Settling Party shall respond in writing to the dispute within fifteen (15) business days of receiving written notice from Class Counsel that the dispute is unresolved. The response shall be directed to the Settlement Class Member and Class Counsel (if, but only if, the Settlement Class Member consents that the Settling Party can do so).

- 11.1.4. Within fifteen (15) business days of receipt of the response described in Sections 11.1.2, or 11.1.3, counsel for the Parties involved in the dispute, including Class Counsel, shall meet-and-confer by telephone or in person and attempt to resolve the issue(s) informally. The Parties may agree to enter mediation on the issue(s) in dispute.
- 11.2. **Submission to Mediation.** In the event that the Parties involved in the dispute, including Class Counsel are unable to resolve it through such meet-and-confer negotiations, then within sixty (60) days of receipt of written notice of the dispute, the dispute shall be submitted to non-binding mediation before a mutually agreed-upon mediator in Pittsburgh, Pennsylvania or such other location on which the Parties involved in the dispute mutually agree. The mediation may be conducted electronically.
- 11.3. **Submission to the Court.** If the meet-and-confer process and mediation pursuant to Sections 11.1 and 11.2 of this Agreement do not result in a resolution of a dispute within a reasonable time, any Party involved in the dispute may make a motion for resolution of the dispute by any United States District Court Judge who may be assigned to the case.

## **12. ATTORNEYS' FEES AND COSTS AFTER THE AGREEMENT TERM**

- 12.1. **First Extended Agreement Term.**
  - 12.1.1. If there is a First Extended Agreement Term as to any Settling Party, that Settling Party shall pay additional reasonable attorneys' fees and Costs incurred by Named Plaintiff during the First Extended Agreement Term for work performed by Class Counsel pursuant to this Agreement in an amount of Five Thousand Dollars and Zero Cents (\$5,000.00) per Settling Party subject to a First Extended Agreement Term, and not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00) if more than two Settling Parties are subject to a First Extended Agreement Term.

- 12.1.2. Other than the right to any reasonable attorneys' fees and Costs awarded pursuant to Section 12.1.1, Class Counsel and Named Plaintiff waive any right to attorneys' fees and Costs for work performed by Class Counsel during the First Extended Agreement Term that exceeds the amount provided in Section 12.1.1.
- 12.1.3. A Settling Party or Settling Parties subject to a First Extended Agreement Term shall pay the amount provided in Section 12.1.1 within forty-five (45) days of the later of (1) the start of the First Extended Agreement Term or (2) the date the Settling Party receives all necessary documentation and IRS forms from East End Trial Group LLC, , by sending a business check or wire transfer payable to "EAST END TRIAL GROUP LLC IOLTA ATTORNEY TRUST ACCOUNT" to Class Counsel in care of Kevin W. Tucker, East End Trial Group LLC, at an address or account to be confirmed by Class Counsel before payment. Class Counsel shall invoice each Settling Party subject to a First Extended Agreement Term within five (5) business days of the start the First Extended Agreement Term.

**12.2. Second Extended Agreement Term.**

- 12.2.1. If there is a Second Extended Agreement Term as to any Settling Party, that Settling Party shall pay additional reasonable attorneys' fees and Costs incurred by Named Plaintiff during the Second Extended Agreement Term for work performed by Class Counsel pursuant to this Agreement in an amount of Five Thousand Dollars and Zero Cents (\$5,000.00) per Settling Party subject to a Second Extended Agreement Term, and not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00) if more than two Settling Parties are subject to a Second Extended Agreement Term.
- 12.2.2. Other than the right to any reasonable attorneys' fees and Costs awarded pursuant to Section 12.2.1, Class Counsel and Named Plaintiff waive any right to attorneys' fees and Costs for work performed by Class Counsel during the Second Extended Agreement Term that exceeds the amount provided in Section 12.2.1.
- 12.2.3. A Settling Party or Settling Parties subject to a Second Extended Agreement Term shall pay the amount provided in Section 12.2.1 within forty-five (45) days of the later of (1) the start of the Second Extended Agreement Term or (2) the date the Settling Party receives all necessary documentation and IRS forms from East End Trial Group LLC, by sending a business check or wire transfer payable to "EAST END TRIAL GROUP LLC IOLTA ATTORNEY TRUST ACCOUNT" to Class Counsel in care of Kevin W. Tucker, East End Trial Group LLC, at an address or account to be confirmed by Class Counsel before payment. Class Counsel shall

invoice each Settling Party subject to a Second Extended Agreement Term within five (5) business days of the start the First Extended Agreement Term.

### **13. PRELIMINARY APPROVAL, FAIRNESS HEARING, NOTICE AND OBJECTIONS**

- 13.1. **Preliminary Approval and Fairness Hearing.** Promptly after execution of this Agreement, Named Plaintiff, through Class Counsel, shall request that the Court schedule a preliminary approval hearing within fourteen (14) days of the request, or as soon thereafter as the Court may set the hearing, and move the Court to enter the Preliminary Approval Order that is without material alteration from Exhibit 2 hereto, which:
- 13.1.1. Preliminarily approves this Agreement;
  - 13.1.2. Preliminarily certifies the Settlement Class;
  - 13.1.3. Finds that the proposed Agreement is sufficiently fair, reasonable and adequate to warrant providing notice to the Settlement Class;
  - 13.1.4. Schedules a Final Fairness Hearing on final approval of this Agreement to consider its fairness, reasonableness, and adequacy, and whether it should be finally approved by the Court, which Final Fairness Hearing shall take place not less than Ninety Days after the Preliminary Approval Date, or as soon thereafter as the Court can set the hearing;
  - 13.1.5. Approves the Class Notice, and dissemination of the Class Notice in accordance with the Settlement Class Notice Program;
  - 13.1.6. Finds that the Settlement Class Notice Program: (1) is the best practicable notice under the circumstances, (2) will fairly apprise the Settlement Class of the pendency of the Litigation, of the right of any Person in the Settlement Class to appear at the Final Fairness Hearing, (3) constituted reasonable, due, adequate, and sufficient notice to all Persons entitled to receive notice, and (4) meets all requirements of due process and any other applicable law;
  - 13.1.7. Requires Settling Parties to file proof of compliance with the Settlement Class Notice Program at or before the Final Fairness Hearing;
  - 13.1.8. Approves the creation of the Settlement Website in accordance with the terms of this Agreement;
  - 13.1.9. Orders that any Person in the Settlement Class will be bound by all proceedings, orders, and judgments in the Litigation, even if such Settlement Class Member

has previously initiated or subsequently initiates individual litigation or other proceedings encompassed by the Release;

- 13.1.10. Directs that Class Counsel shall file their applications for the Attorneys' Fees and Costs Award and Incentive Award in accordance with the terms set forth in Section 9 of this Agreement;
- 13.1.11. Preliminarily enjoins all Persons in the Settlement Class from (1) filing, commencing, prosecuting, intervening in, or participating as plaintiff, claimant, or class member in any other lawsuit or administrative, regulatory, arbitration or other proceeding in any jurisdiction based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation and/or the Released Injunctive Claims; (2) filing, commencing, participating in, or prosecuting a lawsuit or administrative, regulatory, arbitration, or other proceeding as a class action or otherwise on behalf of any Person in the Settlement Class (including, without limitation, by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation and/or the Released Injunctive Claims. Any Person who violates such injunction shall pay the attorneys' fees and costs incurred by Settling Parties and/or any other Released Person and Class Counsel as a result of the violation. This Agreement is not intended to prevent Persons in the Settlement Class from participating in any action or investigation initiated by a state or federal agency;
- 13.1.12. Contains any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of this Agreement;
- 13.1.13. Implements the following procedures for objections: anyone in any settlement class provisionally certified by the Court at the preliminary approval hearing may object to the Agreement by filing, within sixty (60) days after the Notice Deadline set by the Court, written objections with the Clerk of the Court. Only individuals timely filing a written objection shall have the right, and only if they expressly seek it in their objections, to present objections at the fairness hearing. The Parties shall make commercially and technically reasonable arrangements to facilitate participation in-person or by electronic conferencing (*e.g.*, Zoom) of anyone in any settlement class provisionally certified by the Court at the preliminary approval hearing. Appropriate Auxiliary Aids and Services necessary for effective communication (*e.g.*, captioning, audio descriptions, etc.) shall be provided pursuant to The Guide to Judiciary Policy, Vol. 5, § 255.40 (available at <http://www.uscourts.gov/rules-policies/judiciary-policies/court-interpreting->

[guidance](#)). Anyone in any settlement class provisionally certified by the Court at the preliminary approval hearing may contact the Access Coordinator for the United States District Court for the Western District of Pennsylvania or Class Counsel for additional information. As of the date of this Agreement, the Court's Access Coordinator is Mike Palus, who can be reached at the Joseph F. Weis, Jr. U.S. Courthouse, 700 Grant Street, Pittsburgh, PA 15219, (412) 208-7500. Settlement Class Members may find additional information regarding the Access Coordinator at <https://www.pawd.uscourts.gov/communication-access-coordinator>;

- 13.1.14. Requires any Settlement Class Member who wishes to object to the fairness, reasonableness or adequacy of this Agreement (the “**Objector**”) to file with the Court and serve on Class Counsel and Settling Parties’ Counsel no later than the Objection Date, or as the Court may otherwise direct, a statement of the objection signed by the Settlement Class Member containing all of the following information:
  - 13.1.14.1. the Objector’s full name, address, and telephone number;
  - 13.1.14.2. a signed declaration that he or she is a Person in the Settlement Class;
  - 13.1.14.3. a written statement of all grounds for the objection and any supporting documentation;
  - 13.1.14.4. a statement of whether the Objector intends to appear at the Final Fairness Hearing; and
  - 13.1.14.5. if the Objector intends to appear at the Final Fairness Hearing through counsel, the objection must also identify the attorney representing the Objector who will appear at the Final Fairness Hearing;
- 13.1.15. Orders that any response to an objection shall be filed with the Court no later than seven (7) Days prior to the Final Fairness Hearing;
- 13.1.16. Specifies that any Settlement Class Member who does not file a timely written objection to the Agreement or who fails to otherwise comply with the requirements of Section 13 of this Agreement shall be foreclosed from seeking any adjudication or review of this Agreement by appeal or otherwise; and
- 13.1.17. Requires that any attorney hired by a Settlement Class Member for the purpose of objecting to the proposed Agreement, the Attorneys’ Fees and Costs Award,

or the Incentive Award, and who intends to make an appearance at the Final Fairness Hearing, must provide to Class Counsel and Settling Parties' Counsel) and must file with the Clerk of the Court a notice of intention to appear no later than the Objection Date or as the Court may otherwise direct.

13.2. **Settlement Class Notice Program.** As soon as practicable, but no later than twenty-one (21) days after the Court's entry of a Preliminary Approval order, Settling Parties shall, at their expense:

13.2.1. Add dates to the placeholders in the Long-Form Notice accompanying this Agreement as Exhibit 1;

13.2.2. Arrange to have the Settlement Website and documents posted thereon live and Accessible. The Settlement Website shall track the number of visitors to the Settlement Website. The Settlement Website shall remain published for at least 60 days after the date the Court grants final approval of the Agreement;

13.2.3. Cause the Long-Form Notice to be published on, and make the following documents filed in the Litigation available for download on, the Settlement Website: the class action complaint, motion for preliminary approval of class action settlement and all supporting documents, application for attorney fees and incentive award, and the Court's orders concerning preliminary approval as well as any supporting memorandum;

13.2.4. Cause an invisible "skip to" link to be placed in the header of the homepage of each Digital Property, which link shall be visible to visitors to Websites who are using auxiliary aides and services to enhance website access, so that individuals who are blind and/or who have a visual disability and who use auxiliary aids and services can perceive the link as if it were located at the top of each homepage throughout the Digital Properties. Each Settling Party shall ensure the "skip to" link on its Digital Property directs individuals who are Blind and/or who have a Visual Disability to the Settlement Website, and shall have the option to make this link invisible to customers who are not Blind and who do not have a Visual Disability, provided that this link is otherwise Accessible. Each "skip to" link shall include alternative text which reads "Click to view our ADA class action settlement website" and, if clicked, each link shall redirect visitors to the Settlement Website. The Settling Parties shall ensure each link remains published for at least 60 days after the date the Court grants final approval of the Settlement Agreement; and

13.2.5. Retain Kroll Settlement Administration LLC ("KSA") and Kroll Settlement Administration LLC d/b/a Kroll Notice Media Solutions which shall develop and

publish audio ads with companion banners targeted to adult consumers of vitamins and dietary supplements, nationwide, who have vision loss. Placements may include streaming radio, audio, and podcasts via services and networks like iHeart Media, Barstool Sports, Spotify, Sirius XM Radio, Pandora, Soundcloud, etc. Playable media will include descriptive alt text. Impressions will be served to vitamin and dietary supplement users 18+ who may be interested in relevant Facebook Pages or groups, and/or Facebook or Instagram accounts or hashtags, as follows:

- 13.2.5.1. Pages: Access to Independence of San Diego, Inc, American Council of the Blind, American Foundation for the Blind, Blind Awareness, Blind & Visually Impaired Center of Monterey County, Braille Institute, California Council of the Blind, California School for the Blind, Center for Independence, Center for Independent Living – Berkley, Central Coast Center for Independent Living, Community Center for the Blind and Visually Impaired, Community Resources for Independent Living, California Department of Rehabilitation, Services for the Blind, California School for the Blind, Center for Living Independence for Multi-Handicapped Blind (CLIMB), Disability Action Center – Northern California, Community Center for the Blind, California Council of the Blind – High Desert Chapter, Disability Services & Legal Center, Disabled Resources Center, East Bay Center for the Blind, Enhanced Vision Systems, Foundation Fighting Blindness, Guide Dogs for the Blind, Guide Dogs of America – Tender Loving Canines, Guide Dogs of the Desert, LightHouse for the Blind – San Francisco Bay Area, Lions Center for the Visually Impaired, Lions Blind Center of Diablo Valley, Lutheran Braille Workers, Marin Center for Independent Living, National Federation of the Blind, National Federation of the Blind of California, Northridge: Students with Disabilities Resources, Prevent Blindness Northern California, San Diego Center for the Blind, Santa Clara Valley Blind Center, Service Center for Independent Life – SCIL, Silicon Valley Independent Living Center, Society for the Blind, San Diego Center for the Blind, San Francisco Public Library: Library for the Blind and Print Disabled, San Francisco State University: Department of Special Education, Santa Clara Valley Blind Center, Santa Barbara;
- 13.2.5.2. Schools/High School Districts: Program for Visually Impaired, Therapeutic Living Centers for the Blind, Vista Center for the Blind

& Visually Impaired, Vista Center for the Blind and Visually Impaired;

13.2.5.3. Groups: Assistive Technology Support Group for Blind and Low Vision, Blind and Vision Impaired Support Group, Blind-Awareness Group, Blind and Visually Impaired Tips, Tricks & How-To's, Blind and Sighted People with iPhones, Bold Blind Beauty Group, Low Vision, Monocular Vision Support Group, NVDA Screen Reader, Orientation & Mobility Instructors for the Blind and Visually Impaired, Visually Impaired and Still Doing It!;

13.2.5.4. Hashtags: #AssistiveTechnology, #BeyondBlindness, #Blindness, #BlindnessAwareness, #DigitalInclusion, #HopeForTheBlind, #HumanCenteredDesign, #WCAG, #WebAccessibilityReddit; and

13.2.5.5. Promoted Posts, which will target users engaged with the following Reddit communities (subreddits): r/accessible design, r/accessibility, r/AssistiveTechnology, r/Disability\_Survey, and r/webaccess.

13.3. No less than five (5) days before the final fairness hearing, Settling Parties shall file a declaration that the obligations of Sections 13.2 have been fulfilled or excused, along with the number of visitors to the Settlement Website.

13.4. As soon as practicable, but no later than twenty-eight (28) days after the Court's entry of a Preliminary Approval order, Class Counsel shall, at its expense, request that at least the following organizations publish notice in the form of the following paragraph in their respective electronic newsletters and social media accounts such that the notice is sent out within sixty (60) days of Preliminary Approval: ACHIEVA, American Action Fund for Blind Children and Adults, American Council of the Blind, American Foundation for the Blind, Blinded American Veterans Foundation, Blinded Veterans Association, Foundation Fighting Blindness, Pennsylvania Association for the Blind, Disability Law Center, Disability Rights Education and Defense Fund, and National Federation of the Blind.

“A proposed settlement has been reached that would resolve the class action lawsuit *Douglass v. Pharmavite LLC, et al*, Case No. 2:25-cv-01721-MRH (W.D. Pa.). The lawsuit alleges that defendants (“the Settling Parties”) in that suit did not comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101, *et seq.*, by failing to take the necessary steps to ensure their websites do not discriminate against individuals who are Blind and/or who have a Visual Disability. The Settling Parties deny the allegations in the suit, and deny any wrongdoing or liability. Under the settlement, the Settling Parties agree to Court-approved provisions designed to make their websites and any new websites they develop or acquire more accessible

to individuals who are blind and/or who have a visual disability. For a more complete summary of the terms of the proposed settlement, please visit <https://www.phvadasettlement.com>. Have questions? Contact East End Trial Group at <https://eastendtrialgroup.com>”

#### 14. FINAL ORDER AND JUDGMENT AND RELEASES

- 14.1. **Final Order And Judgment.** If this Agreement (including, without limitation, any modification thereto made with the consent of the Parties as provided for herein) is approved by the Court following the Final Fairness Hearing scheduled by the Court in its Preliminary Approval Order, the Parties shall request the Court to enter a Final Order And Judgment pursuant to all applicable laws that, among other things:
- 14.1.1. Finds that the Court has personal jurisdiction over the Named Plaintiff and Settlement Class Members and that the Court has subject matter jurisdiction to approve this Agreement and all exhibits thereto;
  - 14.1.2. Certifies a Settlement Class solely for purposes of approving and implementing this Agreement;
  - 14.1.3. Grants final approval to this Agreement as being fair, reasonable, and adequate as to all Parties and consistent and in compliance with all requirements of due process and applicable law, as to and in the best interests of all Parties, and directs the Parties and their counsel to implement and consummate this Agreement in accordance with its terms and provisions;
  - 14.1.4. Declares this Agreement and the Final Order And Judgment to be binding on and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings encompassed by the Released Injunctive Claims maintained by or on behalf of the Named Plaintiff and any or all Settlement Class Members, as well as their respective present, former and future administrators, agents, assigns, attorneys, executors, heirs, partners, predecessors-in-interest, and successors;
  - 14.1.5. Finds that the Settlement Class Notice Program (a) constituted the best practicable notice under the circumstances, (b) fairly apprised Persons in the Settlement Class of the pendency of the Litigation, and of their right to object to the proposed Agreement, of their right to appear at the Final Fairness Hearing, (c) constituted reasonable, due, adequate, and sufficient notice to all Persons entitled to receive notice, and (d) met all requirements of due process and any other applicable law;

- 14.1.6. Finds that Class Counsel and the Named Plaintiff adequately represented the Settlement Class Members for purposes of entering into and implementing the Settlement and Agreement;
- 14.1.7. Dismisses the Litigation now pending before the Court on the merits and with prejudice and without fees or costs except as provided herein, in accordance with the terms of the Final Order And Judgment;
- 14.1.8. Adjudges that, as of the Effective Date, the Named Plaintiff and the Settlement Class and the Settlement Class Members have conclusively compromised, settled, dismissed and released, any and all Released Injunctive Claims against Settling Parties and the Released Persons;
- 14.1.9. Approves the Attorneys' Fees and Costs Award and the Incentive Award (if any);
- 14.1.10. Without affecting the finality of the Final Order And Judgment for purposes of appeal, reserves jurisdiction over the Settling Parties, the Named Plaintiff, and the Settlement Class Members as to all matters relating to the administration, consummation, enforcement and interpretation of the terms of the Agreement and Final Order And Judgment and for any other necessary purposes;
- 14.1.11. Provides that as of the Effective Date, the Named Plaintiff and all Settlement Class Members, shall be barred from asserting any Released Injunctive Claims against Settling Parties and/or any Released Persons, and all Settlement Class Members shall have released any and all Released Injunctive Claims as against Settling Parties and all Released Persons;
- 14.1.12. Determines that the Agreement and any proceedings taken pursuant thereto are not and should not in any event be offered or received as evidence of, a presumption, concession, or an admission of liability or of any misrepresentation or omission in any statement or written document approved or made by Settling Parties or any Released Persons or of the suitability of these or similar (or any other) claims to class treatment in litigation and/or trial; provided, however, that reference may be made to this Agreement in proceedings solely as may be necessary to effectuate the Agreement; and
- 14.1.13. Bars and permanently enjoins all Settlement Class Members from (a) filing, commencing, prosecuting, intervening in, or participating in any way (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration or other proceeding in any jurisdiction based on or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation and/or the Released Injunctive Claims, and (b) organizing Settlement

Class Members (or any subgroup thereof) into a separate class for purposes of pursuing as a purported class action any lawsuit or arbitration or other proceeding (including, without limitation, by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action) based on or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation and/or the Released Injunctive Claims, except that Settlement Class Members are not precluded from participating in any investigation or suit initiated by a state or federal agency.

**14.2. Release Provisions.**

- 14.2.1. As of the Effective Date, the Releasing Persons are deemed to have fully released and forever discharged the Released Persons of and from all Released Injunctive Claims, in accordance with the terms of this Agreement, by operation of entry of the Final Order And Judgment.
- 14.2.2. All Settlement Class Members shall be bound by this Agreement and all of their claims shall be dismissed with prejudice and released, irrespective of whether they received actual notice of the Litigation or this Agreement.
- 14.2.3. Without in any way limiting the scope of the Released Injunctive Claims, the Released Injunctive Claims cover any and all claims for attorneys' fees, costs, or disbursements incurred by Class Counsel or any other counsel representing the Named Plaintiff or Settlement Class Members, or any of them, based on or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation and/or the Released Injunctive Claims, in connection with the Litigation, the Agreement, the administration of such Agreement and/or the Released Injunctive Claims as well as any and all claims for any Incentive Award or any Attorneys' Fees and Costs Award.
- 14.2.4. Nothing in the Releases shall preclude any action to enforce the terms of this Agreement, including, without limitation, participation in any of the processes detailed herein.

**15. WITHDRAWAL FROM OR TERMINATION OF AGREEMENT**

- 15.1. Within fifteen (15) Days after the occurrence of any of the following events and upon written notice to counsel for all Parties, a Party shall have the right to terminate this Agreement:
  - 15.1.1. If the Court fails, on motion or following remand, to approve the Agreement or if on appeal the Court's approval is reversed;

- 15.1.2. If the Court (or an appellate court, on appeal) materially alters any of the terms of the Agreement, provided however that a reduction in the Attorneys' Fees and Costs Award and/or a reduction of the Incentive Award shall not be deemed to be a material alteration; and/or
- 15.1.3. If the Preliminary Approval Order, as described in Section 13, or the Final Order And Judgment, as described in Section 14, is not entered by the Court or is reversed or materially modified on appeal or remand to the detriment of the Party seeking termination, or otherwise fails for any reason.
- 15.2. In the event of a termination pursuant to Section 15 any certification of a Settlement Class will be vacated, without prejudice (or benefit) to any Party's position on the issue of class certification and the amenability of the claims asserted in the Litigation to class treatment, and subject to Section 4.2, the Parties shall be restored to their litigation position existing immediately before the execution of this Agreement.
- 15.3. In the event of termination in accordance with the terms set forth in this Section 15, and subject to Section 4.2, the Agreement shall be null and void, shall have no further force and effect with respect to any Party in the Litigation and shall not be offered in evidence or used in any litigation for any purpose by any Person, including, without limitation, the existence, certification, or maintenance of any proposed or existing class or the amenability of these or similar claims to class treatment. In the event of such termination, this Agreement and all negotiations, proceedings, documents prepared, and statements made in connection herewith shall be without prejudice or benefit to Settling Parties, the Named Plaintiff, and/or the Settlement Class Members and shall not be deemed or construed to be an admission or confession in any way by any Party of any fact, matter or proposition of law and shall not be used in any manner for any purpose, and the Parties shall stand in the same position as if this Agreement (other than the provisions that survive termination, including, without limitation, as provided in Section 4.2) had not been negotiated, made or filed with the Court.
- 15.4. The Parties shall move to dismiss the Lawsuit with prejudice pursuant to Rule 41 of the Federal Rules of Civil Procedure no later than forty-five (45) days following the date of Final Approval and Settling Parties' payment of fees pursuant to Section 12, whichever occurs later. Pursuant to *Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375 (1994), the Parties' joint motion shall request that the Court's dismissal order expressly retain the Court's jurisdiction to interpret and enforce this Agreement against Named Plaintiff, each Settling Party, and Settlement Class Members.

## 16. GENERAL PROVISIONS

### 16.1. **Terms Not Confidential; Non-Disparagement.**

- 16.1.1. The terms of this Agreement are not confidential and will be publicly filed into the Court record of this Lawsuit.
- 16.1.2. The Parties and their respective counsel, agents, and representatives shall not make any disparaging remarks about any other Party and their respective counsel relating to this Agreement or the negotiations leading to it.
- 16.1.3. Named Plaintiff and Class Counsel shall not publish or redistribute any reports and communications provided by any Settling Party and/or its affiliates under this Agreement. The Parties shall not limit Named Plaintiff's reliance on or use of such information while utilizing the Alternative Dispute Resolution procedures as provided in Section 11. This Section also shall not apply to the extent any other dispute arises concerning compliance with this Agreement.

16.2. **Release.** Effective on the date of Final Approval, the Injunctive Releasing Parties unconditionally and forever fully and finally release, acquit, and discharge each Settling Party from the Released Injunctive Claims. Pursuant to this release, Named Plaintiff and Settlement Class Members shall not bring any claims concerning the Accessibility of the Digital Properties and/or the Accessibility of the Excluded Content during the Agreement Term. Notwithstanding this release, Named Plaintiff and Settlement Class Members may utilize the Dispute Resolution Procedure during the Agreement Term.

16.3. **Entire Agreement.** This Agreement contains all the agreements, conditions, promises, and covenants among Settling Parties (on the one hand) and Named Plaintiff, Class Counsel, and/or the Settlement Class Members (on the other hand) regarding matters set forth in this Agreement, and supersedes all prior or contemporaneous agreements, drafts, representations, discussions, exchanges, negotiations, or understandings, as well as any and all prior drafts of this Agreement, term sheets, and written or oral communications about settlement and/or this Agreement, whether written or oral, with respect to the subject matter of this Agreement. All terms are contractual.

16.4. **Amendment.** Prior to Final Approval, this Agreement can only be amended or modified by a writing signed by all Parties. Following Final Approval, no amendment of this Agreement shall be effective unless such amendment is pursuant to Court order. Amendments and modifications may be made without notice to the Settlement Class unless notice is required by law or by the Court.

- 16.5. **Severability.** In the event that any provision or portion of this Agreement as applied to anyone or to any circumstances shall be adjudged by a court to be void, invalid, illegal, or unenforceable, the same shall in no way affect: (a) any other provision of this Agreement; (b) the application of such provision in any other circumstances; and (c) the validity or enforceability of this Agreement as a whole, provided, however, that if the term declared void, invalid, illegal, or unenforceable is material to someone for whom such term provided a benefit or protection, he/she/it can seek other remedies, including, without limitation, rescission or reformation, based on the term being declared void, invalid, illegal, or unenforceable.
- 16.6. **Drafting and interpretation of this Agreement.** This Agreement was drafted by all Parties, as a result of arm's length negotiations among the Parties. Whereas all Parties contributed to the preparation of this Agreement, this Agreement shall not be construed more strictly against one Party than another and any prior drafts may not be used to construe or interpret this Agreement. The plural of any defined term includes the singular, and vice versa, as made necessary in context.
- 16.7. **Execution in Counterparts.** Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execute," "signing," "signature," "delivery," and words of like import in or relating to this Agreement shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act or any other state laws based on the Uniform Electronic Transactions Act. The Parties may execute this Agreement in counterparts, each of which shall constitute an original for all purposes, including any copies of the same, and all duplicate counterparts will be construed together and constitute one agreement.
- 16.8. **Authority.** Each Party represents and warrants that the signing individuals have authority to bind the Party on whose behalf they are signing.
- 16.9. **Deadlines.** The Parties and the Court recognize that from time-to-time unforeseen events, such as exigent business circumstances, labor disputes, natural disasters, personnel issues, pandemics, and negotiations with third parties, cause delays in the accomplishment of objectives, no matter how well-intentioned and diligent the Parties may be. Accordingly, with regard to the provisions of this Agreement that require that certain acts be taken within specified periods, the Parties acknowledge that Court approval shall not be required for reasonable extensions of deadlines. In the event that any Party determines that an action

required by this Agreement cannot be taken within the specified time period, that Party shall promptly notify the other Parties of the anticipated delay, the reasons for the delay, and provide a proposed alternative deadline. The Parties shall endeavor to cooperate in reasonably rescheduling such deadlines. However, if the other Parties are unable to agree regarding the anticipated delay, the matter shall be submitted to the Dispute Resolution Procedure.

- 16.10. **Binding Effect.** The terms are and shall be binding upon each of the Parties hereto, their administrators, agents, assigns, attorneys, executors, heirs, partners, representatives, predecessors-in-interest, and successors, as well as upon all other Persons claiming any interest in the subject matter hereto by or through any of the Parties hereto including, without limitation, any Settlement Class Members.
- 16.11. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 16.12. **No Rescission on Grounds of Mistake.** The Parties have made their own investigations of the matters covered by this Agreement to the extent they have deemed it necessary to do so. Therefore, no Party will seek to set aside the Agreement or any part or parts thereof on the grounds of mistake. Moreover, the Parties expressly assume the risk that any fact not recited, contained, or embodied in the Agreement may be other than, different from, or contrary to the facts now known to them or believed by them to be true, and that the Agreement shall be effective in all respects and shall not be subject to termination, modification, or rescission, any such difference in facts notwithstanding.
- 16.13. **Integration of Exhibits.** The exhibits to this Agreement are an integral and material part of the Agreement and are hereby incorporated and made a part of the Agreement.
- 16.14. **No Admission.** Neither this Agreement nor any of its provisions, its or related documents (including, for example, but not limited to drafts of the Agreement, term sheets, the Preliminary Approval Order or the Final Order And Judgment), its negotiation or any proceedings relating in any way to the Agreement shall be construed as or deemed to be: (a) evidence of an admission or concession, direct or indirect, express or implied, by any Person, including, without limitation, any Settling Party; (b) evidence of an admission or concession, direct or indirect, express or implied, by any Settling Party that its Digital Properties are in any way inaccessible, or that any Settling Party has not complied with the ADA or any other federal, state, or local law, code, regulation, order, or rule, and shall not be offered or received in evidence, or subject to discovery, in this or any other action or proceeding except in an action brought to enforce its terms or except as may be required by law or Court order. The provisions of this Section 16.14 shall become effective when this Agreement has been signed by the Parties and Class Counsel and shall be binding on the Parties and their counsel regardless of whether the Agreement is approved by this Court

or any other court and regardless of whether the Agreement is otherwise terminated and/or becomes null and void pursuant to Section 15. By agreeing to and voluntarily entering into this Agreement, there is no admission or concession by any Settling Party., Nothing in this Agreement shall operate as an admission by any Settling Party in any context other than within the settlement of the Litigation that any particular standard or standards apply to the Digital Properties under the ADA or any other federal or state law.

- 16.15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the Commonwealth of Pennsylvania.
- 16.16. **No Media Statements.** Subject to the Preliminary Approval Order issued by the Court, neither the Named Plaintiff nor Class Counsel or any other counsel acting on behalf of the Named Plaintiff shall issue any press release, or make any statement to any media or press of any sort, regarding this Agreement, including, without limitation, any references on websites maintained by the Named Plaintiff or Class Counsel, other than to state that the Litigation has been resolved on terms satisfactory to the Parties and contained in this Agreement. Class Counsel will be permitted to provide a link to the Settlement Website on their website with accompanying language to be reviewed and approved by Settling Parties and Settling Parties' Counsel before posting of the same.
- 16.17. **No Assignment.** Named Plaintiff represents and warrants that no portion of any claim, right, demand, action, or cause of action against the Released Persons that Named Plaintiff has or may have arising out of any allegations made in the Litigation or pertaining to any of the Released Injunctive Claims, and no portion of any Incentive Award, recovery or settlement to which Named Plaintiff may become entitled, has been assigned, transferred, or conveyed by or for Named Plaintiff in any manner; and no Person other than Named Plaintiff has any legal or equitable interest in the claims, demands, actions, or causes of action referred to in this Agreement as those of Named Plaintiff.
- 16.18. **Stay.** The Parties stipulate to stay all proceedings in the Litigation until the Effective Date or until the Parties inform the Court of any withdrawal from and voiding of this Agreement, except the stay of proceedings shall not prevent the filing of any motions, affidavits, and other matters necessary to obtain and preserve the Final Order And Judgment.

## 17. NOTICES

- 17.1. All notices, letters, notices, IRS Form 1099s, requests, demands, and other communications (other than the Class Notice) required or permitted by the Agreement shall be made in writing and communicated both by mail and e-mail, or by email only with the recipient's consent, to the following addresses:

All notices to Named Plaintiff and Class Counsel shall be sent to Class Counsel, c/o:

Kevin W. Tucker (He/Him)  
Kevin Abramowicz (He/Him)  
Stephanie Moore (She/Her)  
Chandler Steiger (She/Her)  
Kayla Conahan (She/Her)  
Jessica Liu (She/Her)  
EAST END TRIAL GROUP LLC  
6901 Lynn Way, Suite 503  
Pittsburgh, PA 15208  
www.eastendtrialgroup.com  
ktucker@eastendtrialgroup.com  
kabramowicz@eastendtrialgroup.com  
smoore@eastendtrialgroup.com  
csteiger@eastendtrialgroup.com  
kconahan@eastendtrialgroup.com  
jliu@eastendtrialgroup.com  
Tel. (412) 877-5220  
Fax. (412) 626-7101

All notices to Settling Parties and Settling Parties' Counsel provided herein shall be sent to Settling Parties and Settling Parties' Counsel, c/o:

Pharmavite LLC  
Attn. General Counsel 8531 Fallbrook Ave.  
West Hills, CA 91304

And:

Rene Tatro  
Juliet Markowitz  
Tatro Tekosky Sadwick LLP  
1800 North Vine Street.  
Suite 234  
Los Angeles, California 90028  
rtatro@ttsmlaw.com  
jmarkowitz@ttsmlaw.com

Settling Parties may change the individual(s) to whom notices and communications required or permitted by this Agreement shall be sent by providing Class Counsel with written notification that it wishes to do so.

- 17.2. The notice recipients and addresses designated above may be changed by written notice.
- 17.3. Upon the request of any of the Parties, the Parties shall promptly provide each other with copies of comments, objections, requests for exclusion, or other documents or filings received as a result of the Class Notice.

*[Signature block begins on the next page.]*

THE PARTIES EXECUTING THIS AGREEMENT BELOW INDIVIDUALLY ACKNOWLEDGE THAT EACH: HAS READ THIS AGREEMENT; UNDERSTANDS, ACCEPTS, AND AGREES TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT; AND EXECUTES THIS AGREEMENT VOLUNTARILY, WITH FULL UNDERSTANDING OF ITS CONSEQUENCES, AND WITHOUT DURESS OF ANY KIND.

**BLAIR DOUGLASS**

Dated: Nov 25, 2025

By: *Blair Douglass*  
Blair Douglass (Nov 25, 2025 08:05:53 EST)

**PHARMAVITE LLC**

Dated: 11/21/2025

By: *Christine Burdick-Bell*  
DocuSigned by:  
A7D4A12EB7BB48C...  
Name: Christine Burdick-Bell  
Its: E.V.P, General Counsel & Secretary

**FOODSTATE, INC.**

Dated: 11/21/2025

By: *Tobe Cohen*  
Signed by:  
0488F7FCBE5F4FF...  
Name: Tobe Cohen  
Its: EVP/President

**PHARMAVITE DIRECT LLC**

Dated: 11/21/2025

By: *Jeff Boutelle*  
Signed by:  
DB667A3BAEFD423...  
Name: Jeff Boutelle  
Its: Chief Executive Officer

**BONAFIDE HEALTH LLC**

Dated: 11/21/2025

Signed by:  
By: *Tobe Cohen*  
Name: Tobe Cohen  
Its: EVP/President

**APPROVED AS TO FORM AND CONTENT:**

COUNSEL FOR BLAIR DOUGLASS  
AND THE SETTLEMENT CLASS

COUNSEL FOR PHARMAVITE LLC,  
FOODSTATE, INC., PHARMAVITE  
DIRECT, LLC, AND BONAFIDE HEALTH  
LLC

By: *Kevin W. Tucker*  
Kevin W. Tucker (He/Him)  
Kevin Abramowicz (He/Him)  
Stephanie Moore (She/Her)  
Chandler Steiger (She/Her)  
Kayla Conahan (She/Her)  
Jessica Liu (She/Her)  
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ktucker@eastendtrialgroup.com  
kabramowicz@eastendtrialgroup.com  
smoore@eastendtrialgroup.com  
csteiger@eastendtrialgroup.com  
kconahan@eastendtrialgroup.com  
jliu@eastendtrialgroup.com  
Tel. (412) 877-5220  
Fax. (412) 626-7101

By: /s/ Rene Tatro  
Tatro Tekosky Sadwick LLP  
1800 North Vine Street.  
Suite 234  
Los Angeles, California 90028  
rtatro@ttsmlaw.com

# Agreement Exhibit 1: Long-Form Notice

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION LAWSUIT

**IF YOU ARE AN INDIVIDUAL WHO IS BLIND AND/OR HAS A VISUAL DISABILITY, YOUR LEGAL RIGHTS MAY BE AFFECTED. PLEASE READ THIS NOTICE AND THE INSTRUCTIONS CAREFULLY**

- This notice is to inform you about the proposed settlement that will, if approved by the Court, resolve the class action lawsuit *Douglass v. Pharmavite LLC, et. al.*, Case No. 2:25-cv-01721-MRH (W.D. Pa.).
- The settlement covers all individuals who are blind and/or who have a visual disability who use auxiliary aids and services and who have accessed, attempted to access, been deterred from accessing, will access, will attempt to access, or will be deterred from accessing: [www.pharmavite.com](http://www.pharmavite.com), [www.uqora.com](http://www.uqora.com), [www.equelle.com](http://www.equelle.com), [www.naturemade.com](http://www.naturemade.com), [www.megafood.com](http://www.megafood.com), and [www.hellobonafide.com](http://www.hellobonafide.com).
- The class action lawsuit alleges that Settling Parties did not comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101, *et seq.*, because they failed to take the necessary steps so their websites do not discriminate against individuals who are blind and/or who have a visual disability who use auxiliary aids and services to access digital content.
- The Settling Parties deny all liability in the case and assert that their current practices comply with applicable federal, state, and local law.
- The settlement, which must be approved by the Court, would resolve the lawsuit.
- In anticipation of Court approval of the settlement, and in accordance with their obligations in the event of such approval, the Settling Parties have made and are making efforts to conform their websites to the success criteria of the Web Content Accessibility Guidelines 2.1, at Levels A and AA (June 5, 2018), published by the World Wide Web Consortium, available at [www.w3.org/TR/WCAG/](http://www.w3.org/TR/WCAG/) and Settling Parties will follow certain steps regarding that undertaking.
- You have the right to object to the settlement by **DATE**.
- The Court will hold a final hearing to determine whether to approve the settlement on **DATE**.
- Your legal rights are affected whether or not you act. Please read this Notice

carefully.

## I. WHAT IS THIS LAWSUIT ABOUT?

This case has been certified as a class action lawsuit. In a class action, one or more people sue on behalf of others who have similar claims. The person that sues is the class representative. All of the people who have, or might have, similar claims are part of a “class.” Individual class members do not file lawsuits. Instead, a court resolves all of their claims at once.

This case is a class action that challenges the accessibility of: [www.pharmavite.com](http://www.pharmavite.com), [www.uqora.com](http://www.uqora.com), [www.equelle.com](http://www.equelle.com), [www.naturemade.com](http://www.naturemade.com), [www.megafood.com](http://www.megafood.com), and [www.hellobonafide.com](http://www.hellobonafide.com) (“Websites”). Plaintiff alleged that the Websites were not accessible to persons with vision disabilities. Plaintiff alleged that this did not comply the Americans with Disabilities Act.

## II. WHO DOES THIS SETTLEMENT AFFECT?

This settlement covers all individuals who are blind and/or who have a visual disability who use auxiliary aids and services to navigate digital content and who have accessed, attempted to access, or been deterred from attempting to access, or who will access, attempt to access, or be deterred from attempting to access [www.pharmavite.com](http://www.pharmavite.com), [www.uqora.com](http://www.uqora.com), [www.equelle.com](http://www.equelle.com), [www.naturemade.com](http://www.naturemade.com), [www.megafood.com](http://www.megafood.com), and [www.hellobonafide.com](http://www.hellobonafide.com) from the United States.

## III. WHAT DOES THE SETTLEMENT PROVIDE?

### A. **Settling Parties Will Take Court-approved Steps in an Effort to Conform their Digital Properties To The Success Criteria of the Web Content Accessibility Guidelines 2.1, Levels A and AA.**

Under the settlement, Settling Parties will take Court-approved steps in an effort to conform the Digital Properties (as such term is defined in the settlement agreement), found at [www.pharmavite.com](http://www.pharmavite.com), [www.uqora.com](http://www.uqora.com), [www.equelle.com](http://www.equelle.com), [www.naturemade.com](http://www.naturemade.com), [hellobonafide.com](http://hellobonafide.com) and [www.megafood.com](http://www.megafood.com), and new websites they develop or acquire to the success criteria of the Web Content Accessibility Guidelines 2.1, at Levels A and AA (June 5, 2018), published by the World Wide Web Consortium, available at [www.w3.org/TR/WCAG/](http://www.w3.org/TR/WCAG/).

### B. **Settling Parties Will Implement Accessibility Procedures To Facilitate Accessibility.**

Settling Parties will also incorporate Court-approved detailed steps into their accessibility policies and practices to enhance the accessibility of their Digital Properties to individuals who are blind and/or who have a visual disability and who use auxiliary aids and services to access digital

content, according to standards set by the Court. If the settlement is approved by the Court, each Settling Party will do the following, among other things:

1. For each new, renewed, or renegotiated contract with a vendor of Third-Party Content entered by a Settling Party, the Settling Party will request that the vendor provide Accessible content.

2. Each Settling Party will designate personnel (employee(s) and/or contractor(s)) as the Accessibility Coordination Lead/Team to coordinate Settling Parties' compliance with the terms of this settlement.

3. Each Settling Party will appoint or retain an Accessibility Consultant to supplement, as needed, that Settling Party's internal IT personnel to achieve compliance with the terms of this settlement. The Accessibility Consultant's duties include, among other things, (a) assisting, as requested by the Settling Party with conducting the Initial Accessibility Audit; (b) reviewing the results of the Initial Accessibility Audit; (c) advising the Settling Party as to how to make its Digital Properties Accessible; and (d) providing annually the Letter of Accessibility.

4. Each Settling Party will complete an initial accessibility audit of its Digital Properties. The audit will be conducted in a professional manner and will be benchmarked by appropriate processes, including automated and end-user testing, consistent with the Accessibility Consultant's recommendations.

5. Each Settling Party will develop and implement an accessibility strategy in an effort to make and keep its Digital Properties accessible according to standards set by the Court.

6. Each Settling Party will add a link to its Accessibility Statement at the beginning of the home page of its Digital Properties. This link may be invisible to visitors who do not use Appropriate Auxiliary Aids and Services, provided that this link is otherwise Accessible.

7. Each Settling Party will train its existing and new employees responsible for website technical design, development, or maintenance on how to conform its Digital Properties to WCAG 2.1 A/AA.

8. Each Settling Party will train its customer service personnel to timely assist users with disabilities within published hours of operation.

9. Each Settling Party will modify its existing bug fix policies, practices, and procedures to include the elimination of bugs that create Accessibility barriers, including those, if any, that prohibit effective communication or impair the Accessibility of its Digital Properties.

**C. Settling Parties Will Create A Dispute Resolution Procedure To Address Accessibility Issues.**

The Court has established a procedure to resolve any disputes about compliance with the settlement. Class Counsel will also monitor Settling Parties' compliance with the settlement.

**D. Settling Parties Will Pay Class Counsel's Attorneys' Fees And Costs, and Will Pay an Incentive Award to the Named Individual Who Initiated the Lawsuit.**

The settlement also provides that the named individual plaintiff who served as class representative will receive a \$2,500.00 incentive award, subject to court approval, in return for the work he did in bringing the lawsuit, as well as a release of his individual claims.

In addition, East End Trial Group LLC ("Class Counsel"), the attorneys who represent the class, will have the right to seek attorneys' fees and costs up to (a) \$69,000.00 for work performed up to the Settling Parties' deadline to makes their Digital Properties accessible, and (b) up to \$15,000.00 per year, for up to two years, if one or more Settling Parties are unable to provide a Letter of Accessibility confirming that its Digital Properties are Accessible by the end of the Agreement Term Class Counsel will file a motion asking the Court to award reasonable fees and costs to reimburse them for work they performed on this case. The Court must approve the amount awarded even if the Parties reach an agreement on the amount. Class Counsel's motion for fees and costs will be available at <https://www.phvadasettlement.com>

**IV. DOES THE SETTLEMENT AFFECT MY LEGAL RIGHTS?**

All class members will be bound by the terms of the settlement. The class is comprised of all residents of the United States and its territories who are Blind and/or who have a Visual Disability and who use Appropriate Auxiliary Aids and Services to navigate digital content and who have accessed, attempted to access, or been deterred from attempting to access, or who will access, attempt to access, or be deterred from attempting to access, the Digital Properties from the United States. If the settlement is approved, all class members will release and forever discharge all claims, whether known or unknown, for injunctive relief under all federal, state, and local laws related to the Accessibility of the Digital Properties.

**V. CAN I OBJECT TO THE SETTLEMENT?**

You have the right to object to the proposed settlement if you do not like part or all of it.

If you wish to object to the proposed settlement, you must do so in writing on or before **DATE**. Your written objections must:

- a) clearly identify the case name and number, *Douglass v. Pharmavite LLC et. al.*,

Case No. 2:25-cv-01721-MRH (W.D. Pa.);

- b) be submitted to the Court either by mailing them to the Clerk of the Court for the United States District Court for the Western District of Pennsylvania, 700 Grant Street, Courtroom 6A, Pittsburgh, PA 15219, or by filing them in person at any location of the United States District Court for the Western District of Pennsylvania;
- c) and be received on or before **DATE**.

If you wish to appear and present your objection orally at the fairness hearing, you must first submit a written objection and in your written objection you must indicate your intention to appear and be heard at the fairness hearing. If you appear through your own attorney, you are responsible for paying that attorney and your attorney must file with the Clerk of the Court a notice of intention to appear no later than the objection date provided above or as the Court may otherwise direct.

#### **VI. DO I HAVE A LAWYER IN THIS CASE?**

The Court has appointed Kevin Tucker, Kevin Abramowicz, Stephanie Moore, Chandler Steiger, Kayla Conahan, and Jessica Liu of East End Trial Group as Lead Counsel (“Class Counsel”) on behalf of the class members. Class Counsel’s contact information can be found in Section 17 of the settlement agreement.

You do not need to hire a lawyer because Class Counsel is working on your behalf. You do not need to pay Class Counsel, as the settlement provides that Settling Parties will pay the fees and costs of Class Counsel in an amount approved by the Court.

#### **VII. WHEN AND WHERE WILL THE COURT APPROVE THE SETTLEMENT?**

The Court will hold a hearing to decide whether to approve the settlement on **DATE**. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. You are not required to attend the final fairness hearing.

#### **VIII. HOW DO I GET MORE INFORMATION ABOUT THE SETTLEMENT?**

This notice summarizes some terms of the proposed settlement. For the precise terms of the settlement, please see the full settlement available at <https://www.phvadasettlement.com>

, contact Class Counsel using the information below, access the Court docket in this case through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.pawd.uscourts.gov>, or visit the office of the Clerk of the Court for the United States

District Court for the Western District of Pennsylvania, 700 Grant Street, Pittsburgh, PA 15219, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

To obtain a copy of this notice in alternate formats, contact Class Counsel using the information below.

**IX. CONTACT INFORMATION FOR QUESTIONS (NOT OBJECTIONS)**

Please do not contact the Court, the Court clerk's office, or Defense Counsel with questions about this settlement. Any questions must be directed to Class Counsel at the numbers and addresses below.

Class Counsel:

Kevin Tucker  
Kevin Abramowicz  
Stephanie Moore  
Chandler Steiger  
Kayla Conahan  
Jessica Liu  
EAST END TRIAL GROUP LLC  
6901 Lynn Way, Suite 503  
Pittsburgh, PA 15208  
ktucker@eastendtrialgroup.com  
kabramowicz@eastendtrialgroup.com  
smoore@eastendtrialgroup.com  
csteiger@eastendtrialgroup.com  
kconahan@eastendtrialgroup.com  
jliu@eastendtrialgroup.com  
Tel. (412) 877-5220  
<https://eastendtrialgroup.com/>

## Agreement Exhibit 2: Preliminary Approval Order

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

PITTSBURGH DIVISION

BLAIR DOUGLASS, on behalf of himself and all  
others similarly situated,

Plaintiff,

v.

PHARMAVITE, LLC; FOODSTATE, INC.;  
PHARMAVITE DIRECT LLC; and BONAFIDE  
HEALTH LLC,

Defendants.

Case No. 2:25-cv-01721-MRH

**ORDER GRANTING PLAINTIFF’S MOTION  
TO CERTIFY CLASS FOR SETTLEMENT PURPOSES AND  
FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

WHEREAS, the parties in the above-captioned litigation have advised the Court that they have settled the litigation, the terms of which have been memorialized in a proposed class action settlement agreement (“the Agreement”);

WHEREAS, and subject to the Agreement, Plaintiff has applied to this Court through a motion for an order, among other things, (1) certifying the class for settlement purposes, (2) granting preliminary approval of the Agreement resolving all claims in the above-captioned matter, (3) directing notice to the class, and (4) setting a final approval hearing; and

WHEREAS, the Court has read and considered Plaintiff’s Motion to Certify Class for Settlement Purposes and for Preliminary Approval of Class Action Settlement (“Motion”), the points and authorities and exhibits submitted therewith, the Agreement, and all of the supporting documents, and good cause appearing;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. This order incorporates by reference the definitions in the Agreement, and all terms defined therein shall have the same meaning in this order as set forth in the Agreement.

2. Plaintiff's Motion is GRANTED. It appears to this Court on a preliminary basis that the Agreement satisfies the elements of Fed. R. Civ. P. 23 and is fair, adequate, and reasonable.

3. The proposed Settlement Class is hereby preliminarily certified pursuant to Fed. R. Civ. P. 23(a) and (b)(2) for purposes of settlement. The Settlement Class is defined as:

[A]ll residents of the United States and its territories who are Blind and/or who have a Visual Disability and who use Appropriate Auxiliary Aids and Services to navigate digital content and who have accessed, attempted to access, or been deterred from attempting to access, or who will access, attempt to access, or be deterred from attempting to access, [[www.pharmavite.com](http://www.pharmavite.com), [www.uqora.com](http://www.uqora.com), [www.equelle.com](http://www.equelle.com), [www.naturemade.com](http://www.naturemade.com), [www.megafood.com](http://www.megafood.com), and [www.hellobonafide.com](http://www.hellobonafide.com)] from the United States, and who are not individuals excluded from the Settlement Class as provided in Section 3.1 [of the Agreement].

4. The Court finds that Plaintiff Blair Douglass has and will fairly and adequately protect the interests of the Settlement Class. As a result, the Court appoints and designates Mr. Douglass as representative of the Settlement Class.

5. The Court finds that attorneys Kevin Tucker, Kevin Abramowicz, Chandler Steiger, Stephanie Moore, Kayla Conahan, and Jessica Liu of East End Trial Group LLC are experienced and competent counsel who will continue to fairly and adequately protect the interests of the Settlement Class. As a result, the Court appoints and designates attorneys Tucker, Abramowicz, Steiger, Moore, Conahan, and Liu as Class Counsel for the Settlement Class.

6. The Court finds that the Long-Form Notice attached to the Agreement as Agreement Exhibit 1 and the Notice Plan attached to the pending motion as Exhibit 2 meet due process requirements, the requirements of Rules 23(c)(2) and 23(e) of the Federal Rules of Civil

Procedure, and ensure notice is well calculated to reach representative class members. The notice and notice plan are hereby approved.

7. **Within twenty-one (21) days of this Order**, the Settling Parties shall, at their expense:

(a) Add dates to the placeholders in the Long-Form Notice accompanying the Agreement as Agreement Exhibit 1.

(b) Arrange to have the Settlement Website and documents posted thereon live and Accessible. The Settlement Website shall track the number of visitors to the Settlement Website. The Settlement Website shall remain published for at least 60 days after the date the Court grants final approval of the Agreement.

(c) Cause the Long-Form Notice to be published on, and make the following documents filed in this Lawsuit available for download on, the Settlement Website: the class action complaint, motion for preliminary approval of class action settlement and supporting documents, and the Court's orders concerning preliminary approval as well as any supporting memorandum. The Settling Parties shall ensure the Settlement Website and the documents identified in this Subsection shall be Accessible by individuals who use screen reader auxiliary aids.

(d) Cause an invisible "skip to" link to be placed in the header of the homepage of each Digital Property, which link shall be visible to visitors to Websites who are using auxiliary aides and services to enhance website access, so that individuals who are blind and/or who have a visual disability and who use auxiliary aids and services can perceive the link as if it were located at the top of each homepage throughout the Digital Properties. Each Settling Party shall ensure the "skip to" link on its Digital Property directs individuals who are Blind and/or who have a Visual Disability to the Settlement Website, and shall have the option to make this link invisible to

customers who are not Blind and who do not have a Visual Disability, provided that this link is otherwise Accessible. Each “skip to” link shall include alternative text which reads “Click to view our ADA class action settlement website” and, if clicked, each link shall redirect visitors to the Settlement Website. The Settling Parties shall ensure each link remains published for at least 60 days after the date the Court grants final approval of the Settlement Agreement; and

(e) Retain Kroll Settlement Administration LLC (“KSA”) and Kroll Settlement Administration LLC d/b/a Kroll Notice Media Solutions which shall develop and publish audio ads with companion banners targeted to adult consumers of vitamins and dietary supplements, nationwide, who have vision loss. Placements may include streaming radio, audio, and podcasts via services and networks like iHeart Media, Barstool Sports, Spotify, Sirius XM Radio, Pandora, Soundcloud, etc. Playable media will include descriptive alt text. Impressions will be served to vitamin and dietary supplement users 18+ who may be interested in relevant Facebook Pages or groups, and/or Facebook or Instagram accounts or hashtags, as follows:

(i) Pages: Access to Independence of San Diego, Inc, American Council of the Blind, American Foundation for the Blind, Blind Awareness, Blind & Visually Impaired Center of Monterey County, Braille Institute, California Council of the Blind, California School for the Blind, Center for Independence, Center for Independent Living – Berkley, Central Coast Center for Independent Living, Community Center for the Blind and Visually Impaired, Community Resources for Independent Living, California Department of Rehabilitation, Services for the Blind, California School for the Blind, Center for Living Independence for Multi-Handicapped Blind (CLIMB), Disability Action Center – Northern California, Community Center for the Blind, California Council of the Blind – High Desert Chapter, Disability Services & Legal Center, Disabled Resources Center, East Bay Center for the Blind, Enhanced Vision Systems,

Foundation Fighting Blindness, Guide Dogs for the Blind, Guide Dogs of America – Tender Loving Canines, Guide Dogs of the Desert, LightHouse for the Blind – San Francisco Bay Area, Lions Center for the Visually Impaired, Lions Blind Center of Diablo Valley, Lutheran Braille Workers, Marin Center for Independent Living, National Federation of the Blind, National Federation of the Blind of California, Northridge: Students with Disabilities Resources, Prevent Blindness Northern California, San Diego Center for the Blind, Santa Clara Valley Blind Center, Service Center for Independent Life – SCIL, Silicon Valley Independent Living Center, Society for the Blind, San Diego Center for the Blind, San Francisco Public Library: Library for the Blind and Print Disabled, San Francisco State University: Department of Special Education, Santa Clara Valley Blind Center, Santa Barbara;

(ii) Schools/High School Districts: Program for Visually Impaired, Therapeutic Living Centers for the Blind, Vista Center for the Blind & Visually Impaired, Vista Center for the Blind and Visually Impaired;

(iii) Groups: Assistive Technology Support Group for Blind and Low Vision, Blind and Vision Impaired Support Group, Blind-Awareness Group, Blind and Visually Impaired Tips, Tricks & How-To's, Blind and Sighted People with iPhones, Bold Blind Beauty Group, Low Vision, Monocular Vision Support Group, NVDA Screen Reader, Orientation & Mobility Instructors for the Blind and Visually Impaired, Visually Impaired and Still Doing It!;

(iv) Hashtags: #AssistiveTechnology, #BeyondBlindness, #Blindness, #BlindnessAwareness, #DigitalInclusion, #HopeForTheBlind, #HumanCenteredDesign, #WCAG, #WebAccessibility; and

(v) Promoted Posts, which will target users engaged with the following Reddit communities (subreddits): r/accessibledesign, r/accessibility, r/AssistiveTechnology, r/Disability\_Survey, and r/webaccess.

8. The Settling Parties shall ensure the documents identified in the previous paragraphs shall be fully accessible by individuals who use Appropriate Auxiliary Aids and Services.

9. **Within twenty-eight (28) days of this Order**, Class Counsel shall, at its expense, request that at least the following organizations publish notice in the form set forth below in their respective electronic newsletters and social media accounts such that the notice is sent out within sixty (60) days of Preliminary Approval: ACHIEVA, American Action Fund for Blind Children and Adults, American Council of the Blind, American Foundation for the Blind, Blinded American Veterans Foundation, Blinded Veterans Association, Foundation Fighting Blindness, Pennsylvania Association for the Blind, Disability Law Center, Disability Rights Education and Defense Fund, and National Federation of the Blind.

A proposed settlement has been reached that would resolve the class action lawsuit *Douglass v. Pharmavite LLC, et al*, Case No. 2:25-cv-01721-MRH (W.D. Pa.). The lawsuit alleges that defendants in that suit (the “Settling Parties”) did not comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101, *et seq.*, by failing to take the necessary steps to ensure their websites do not discriminate against individuals who are Blind and/or who have a Visual Disability. The Settling Parties deny the allegations in the suit, and deny any wrongdoing or liability. Under the settlement, the Settling Parties agree to Court-approved provisions designed to make their websites and any new websites they develop or acquire more accessible to individuals who are blind and/or who have a visual disability. For a more complete summary of the terms of the proposed settlement, please visit <https://www.phvadasettlement.com>. Have questions? Contact East End Trial Group at <https://eastendtrialgroup.com>.

10. **Within sixty (60) days of this Order**, the Settling Parties or their counsel shall file a declaration evidencing the Settling Parties’ compliance with this order.

11. **Within sixty (60) days of this Order**, Class Counsel shall file a declaration evidencing its compliance with this order.

12. **Within one hundred fifty (150) days of this Order**, any Settlement Class Member may object to the Agreement by filing written objections with the Clerk of the Court (“Objection Date”). Only such objecting Settlement Class Members shall have the right, and only if they expressly seek it in their objection, to present objections orally at the final approval hearing. An objection must be signed by the Settlement Class Member and include the following information:

- (a) the Objector’s full name, address, and telephone number;
- (b) a signed declaration that he or she is a Person in the Settlement Class;
- (c) a written statement of all grounds for the objection and any supporting documentation;
- (d) a statement of whether the Objector intends to appear at the Final Fairness Hearing; and
- (e) if the Objector intends to appear at the Final Fairness Hearing through counsel, the objection must also identify the attorney representing the Objector who will appear at the Final Fairness Hearing.

13. **Within one hundred sixty (160) days of this Order**, Plaintiff shall move for final approval and for reasonable attorneys’ fees and costs.

14. A final approval hearing shall be held before this Court on \_\_\_\_\_, 2025 at \_\_\_\_\_ ET in the United States District Court for the Western District of Pennsylvania, located at Joseph F. Weis Jr. U.S. Courthouse, 700 Grant Street, Courtroom 6A, Pittsburgh, PA 15219, to determine whether the Agreement shall be granted final approval, and to address any related matters.

15. The final approval hearing may, from time to time and without further notice to the Settlement Class Members (except those who have filed timely objections or entered appearances), be continued or adjourned by order of the Court.

16. **No less than five (5) days before the fairness hearing**, the Settling Parties or their counsel shall file a declaration identifying the number of visitors to the Settlement Website.

17. **No less than seven (7) days before the fairness hearing**, the Parties shall respond to any timely-filed objections.

18. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Agreement which are not materially inconsistent with either this order or the terms of the Agreement.

IT IS SO ORDERED.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Mark R. Hornak  
United States District Judge

# Agreement Exhibit 3: Final Order And Judgment

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

PITTSBURGH DIVISION

BLAIR DOUGLASS, on behalf of himself and all  
others similarly situated,

Plaintiff,

v.

PHARMAVITE, LLC; FOODSTATE, INC.;  
PHARMAVITE DIRECT LLC; and BONAFIDE  
HEALTH LLC,

Defendants.

Case No. 2:25-cv-01721-MRH

**ORDER GRANTING PLAINTIFF’S MOTION FOR  
CERTIFICATION OF THE SETTLEMENT CLASS AND  
FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT**

Now pending before the Court is Plaintiff’s Motion For Certification Of The Settlement  
Class And Final Approval Of The Class Action Settlement.

On \_\_\_\_\_, the Court preliminarily approved the proposed class action settlement set  
forth in the Agreement,<sup>1</sup> (Doc. \_\_\_\_\_), directed that notice of the Agreement be given to the  
Settlement Class, and preliminarily certified the following Settlement Class:

[A]ll residents of the United States and its territories who are Blind and/or who  
have a Visual Disability and who use Appropriate Auxiliary Aids and Services to  
navigate digital content and who have accessed, attempted to access, or been  
deterred from attempting to access, or who will access, attempt to access, or be  
deterred from attempting to access, [[www.pharmavite.com](http://www.pharmavite.com), [www.uqora.com](http://www.uqora.com),  
[www.equelle.com](http://www.equelle.com), [www.naturemade.com](http://www.naturemade.com), [www.megafood.com](http://www.megafood.com), and  
[www.hellobonafide.com](http://www.hellobonafide.com)] from the United States, and who are not individuals  
excluded from the Settlement Class as provided in Section 3.1 [of the Agreement].

<sup>1</sup> Unless otherwise defined herein, all capitalized terms shall have the meaning set forth in the  
settlement agreement, filed at Doc. \_\_\_\_\_. In addition, references in this order to “the Agreement”  
necessarily include “the Class Settlement.”

(Docs. \_\_\_\_.)

The Court held a final fairness hearing on \_\_\_\_\_ to consider: whether the terms of class action settlement, as memorialized in the Agreement, are fair, reasonable, and adequate, such that the Agreement should be finally approved pursuant to Fed. R. Civ. P. 23(e)(2); whether reasonable notice of the Agreement was given to the Settlement Class pursuant to Fed. R. Civ. P. 23(e)(1)(B) and (c)(2)(A); and whether the Settlement Class should be certified pursuant to Fed. R. Civ. P. 23(a) and (b)(2).

Having carefully considered Plaintiff's motion and all accompanying documents, including the Agreement, as well as the relevant legal authority, the Court hereby grants final approval of the Agreement and certifies the Settlement Class as more specifically set forth below.

**NOW, THEREFORE, IT IS HEREBY ORDERED:**

1. The Court has personal jurisdiction over the Parties, venue is proper, and the Court has subject matter jurisdiction to approve the Agreement, including all exhibits thereto, to enter this Final Approval Order.

2. The Agreement was negotiated at arm's length by experienced counsel who were fully informed of the facts and circumstances of this litigation and of the strengths and weaknesses of their respective positions. The Agreement was reached after the Parties engaged in extensive settlement discussions. Counsel for the Parties were thus well-positioned to evaluate the benefits of the Agreement, taking into account the expense, risk, and uncertainty of protracted litigation.

3. The Court finds that the terms of the Agreement and Class Settlement are fair, reasonable, and adequate in all respects. As a result, the Court grants full and final approval of the Agreement pursuant to Fed. R. Civ. P. 23(e).

4. The Court finds that notice of the Agreement, as provided: (i) was directed in a reasonable manner to the Settlement Class Members; (ii) was reasonably calculated to apprise the Settlement Class Members of, *inter alia*, the pendency of the Litigation, the nature and terms of the proposed class settlement, their right to object to the proposed settlement, and their right to appear at the final fairness hearing; (iii) constituted due, appropriate, and adequate notice to all persons entitled to be given notice; and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law or rule.

5. The Parties are hereby directed to implement the Agreement according to its terms.

6. The Settlement Class is hereby certified pursuant to Fed. R. Civ. P. 23(a) and (b)(2) for purposes of settlement. The Settlement Class is defined as:

[A]ll residents of the United States and its territories who are Blind and/or who have a Visual Disability and who use Appropriate Auxiliary Aids and Services to navigate digital content and who have accessed, attempted to access, or been deterred from attempting to access, or who will access, attempt to access, or be deterred from attempting to access, [[www.pharmavite.com](http://www.pharmavite.com), [www.uqora.com](http://www.uqora.com), [www.equelle.com](http://www.equelle.com), [www.naturemade.com](http://www.naturemade.com), [www.megafood.com](http://www.megafood.com), and [www.hellobonafide.com](http://www.hellobonafide.com)] from the United States, and who are not individuals excluded from the Settlement Class as provided in Section 3.1 [of the Agreement].

7. The Court finds that Plaintiff Blair Douglass has and will fairly and adequately protect the interests of the Settlement Class. As a result, the Court appoints and designates Mr. Douglass as representative of the Settlement Class.

8. The Court finds Kevin Tucker, Kevin Abramowicz, Stephanie Moore, Chandler Steiger, Kayla Conahan, and Jessica Liu of East End Trial Group LLC are experienced and competent class action counsel who fairly and adequately protected the interests of the putative class throughout this litigation and appoints them as Class Counsel for the Settlement Class.

9. Upon entry of this Final Approval Order, the Injunctive Releasing Parties shall fully and finally release, acquit, and discharge the Settling Parties and Release Persons from the

Released Injunctive Claims as set forth in the Agreement. Pursuant to this release, and without limiting the Release, Released Injunctive Claims, Released Persons or Releasing Persons, Plaintiff and the Settlement Class Members shall not bring any claims concerning the Accessibility of the Digital Properties during the Agreement Term. Notwithstanding this release, Plaintiff and the Settlement Class Members may utilize the Dispute Resolution Procedure during the Agreement Term. Plaintiff and all Settlement Class Members are, from this day forward, hereby enjoined from asserting any Released Injunctive Claims through the Agreement Term.

10. The Parties shall move to dismiss the Lawsuit with prejudice pursuant to Rule 41 of the Federal Rules of Civil Procedure no later than forty-five (45) days following the date of Final Approval and Defendant's payment of fees pursuant to the Agreement, whichever occurs later. Pursuant to *Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375 (1994), the Parties' motion shall request that the Court's dismissal order expressly retain the Court's jurisdiction to enforce the Agreement and this order.

IT IS SO ORDERED.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Mark R. Hornak  
United States District Judge