

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

**If you bought certain Benefiber products between June 19, 2014 and June 8, 2021,
you may receive an estimated \$10 or \$12 per qualifying purchase in a class action
settlement**

Para una notificación en español, visite: www.NationalBenefiberSettlement.com

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

- A proposed class action settlement has been reached in *Swetz v. GSK Consumer Health, Inc.*, No. 20-cv-04731 (S.D.N.Y.) and *White v. GSK Consumer Health, Inc.*, No. 20-cv-04048 (N.D. Cal).
- Plaintiffs Susan Swetz and Phillip White claim that Defendants GSK Consumer Health, Inc. and GlaxoSmithKline Consumer Healthcare Holdings (US) LLC (“GSK”) deceptively marketed, advertised, labeled, and sold “Benefiber Original”¹ and “Benefiber Healthy Shape”² (collectively, the “Covered Products”) as “100% Natural” or “natural” and also that Benefiber Healthy Shape was mislabeled as “clinically proven to cure cravings” even though it is the same product as Benefiber Original. GSK vigorously denies all allegations made in the lawsuit and has asserted numerous defenses, including that the sole ingredient, wheat dextrin, is derived from natural wheat and that the satiety statements regarding Benefiber Healthy Shape are substantiated by clinical studies. The Court has not decided who is right or wrong. Instead, Plaintiffs and Defendants have agreed to a settlement to avoid the risk, cost, and time of further litigation.
- GSK has agreed to establish a \$6.5 million Settlement Fund as part of the settlement. GSK also will agree to (1) cease manufacturing the Covered Products with labels bearing the “100% Natural” statement and will exclude that statement from any future marketing or advertisements created by GSK or at GSK’s direction that describes the Covered Products, and (2) cease manufacturing Benefiber Healthy Shape with labels bearing the statement “clinically proven to cure cravings” and will exclude that statement from any future marketing or advertisements created by GSK or at GSK’s direction that describes Benefiber Healthy Shape.
- You are included in the settlement if you purchased Benefiber Original and/or Benefiber Healthy Shape Products for personal or household use, and not for resale, in the United States between June 19, 2014 and June 8, 2021.
- The proposed settlement has been preliminarily approved by the Court. This notice provides information about the Litigation, the settlement, and your options as a Settlement Class Member. Your legal rights are affected whether or not you act. ***Please read this notice carefully.***

¹ “Benefiber Original” means Benefiber Original Prebiotic Powder Fiber Supplement, Benefiber Sugar-Free Powder Fiber Supplement, Benefiber Prebiotic Powder Fiber Supplement On-The-Go Stick Packs (Flavored or Unflavored), and Benefiber Prebiotic Fiber Supplement Chewables.

² “Benefiber Healthy Shape” means Benefiber Healthy Shape Prebiotic Powder Fiber Supplement.

YOUR LEGAL RIGHTS AND OPTIONS		
FILE A CLAIM	<ul style="list-style-type: none"> • File a Claim for payment online or by mail • Be bound by the settlement • Give up your right to sue or continue to sue GSK for the claims released by the settlement 	Submit online or postmarked by October 6, 2021
ASK TO BE EXCLUDED (“OPT OUT”)	<ul style="list-style-type: none"> • Remove yourself from the Settlement Class and receive no payment from the settlement fund • Keep your right to sue or continue to sue GSK for the claims released by the settlement • You cannot request exclusion and still object 	Postmarked by September 7, 2021
OBJECT	<ul style="list-style-type: none"> • Tell the Court what you do not like about the settlement • You will still be bound by the settlement and you may still file a Claim • You cannot both request exclusion and object 	Postmarked by September 7, 2021
ATTEND THE HEARING	<ul style="list-style-type: none"> • Ask to speak in Court about the settlement • If you want your own attorney to represent you, you must pay for him or her yourself • File your Notice of Intent to Appear by September 7, 2021 	November 18, 2021 At 10:00 a.m. (ET)
DO NOTHING	<ul style="list-style-type: none"> • Receive no payment from the settlement fund • Give up your right to sue or continue to sue GSK for the claims released by the settlement 	

- These rights and options—**and the deadlines to exercise them**—are explained in this notice. The deadlines may be moved, canceled, or otherwise modified, so please check the Settlement Website, www.NationalBenefiberSettlement.com, regularly for updates and further details.
- The Court in charge of this case still has to decide whether to approve the settlement. Settlement Payments will be made only if the Court approves the proposed settlement and after any appeals are resolved in favor of upholding the settlement. This can take time. Please be patient.

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BASIC INFORMATION

1. Why is there a notice?

You have a right to know about a proposed settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the proposed settlement.

The Court in charge of this case is the United States District Court for the Southern District of New York (the “Court”). The case is known as *Swetz v. GSK Consumer Health, Inc.*, No. 20-cv-04731 (S.D.N.Y.).

This settlement will also resolve a similar lawsuit currently pending in another court: *White v. GSK Consumer Health, Inc.*, No. 20-cv-04048 (N.D. Cal). These lawsuits together are referred to as “the Litigation.”

This notice explains:

- What the Litigation is about
- Who is included in the proposed settlement
- How the proposed settlement may benefit you
- Your legal rights

2. What is this lawsuit about?

The lawsuit alleges that GSK deceptively marketed, advertised, labeled, and sold (1) its Benefiber Original and Benefiber Healthy Shape Products as “100% Natural” or “natural;” and (2) its Benefiber Healthy Shape Products as “clinically proven to cure cravings” and as a weight management product at a price premium, even though it is the same product as Benefiber Original.

As noted above, GSK denies the claims and allegations made in the Litigation. GSK is settling to avoid the expense, inconvenience, risk, and disruption of litigation. It is not an admission of any wrongdoing.

The Court has not decided that GSK has violated any laws. This notice is not an expression of any opinion by the Court on the claims in the Litigation.

3. Why is this a class action?

In a class action, one or more people called class representatives (in the Litigation, Susan Swetz and Phillip White) sue not only for themselves but also on behalf of people who have similar claims. If the Court finds that the legal requirements for establishing a class are met, then all of these people with similar claims and interests form a class.

When a court decides a class action case or approves a class action settlement, it is applicable to all members of the class (except class members who exclude themselves). In this case, the Court has given its preliminary approval to the settlement and to the Settlement Class defined below in Question 5. A copy of the Court’s order granting preliminary approval may be found at www.NationalBenefiberSettlement.com.

4. Why is there a settlement?

GSK denies that it did anything wrong. Instead, both sides have agreed to the proposed settlement to avoid the risk, cost, and time of further litigation. The Court has not decided in favor of the class representatives or GSK. The class representatives and Class Counsel appointed by the Court to represent the Settlement Class believe the settlement is in the best interests of the Settlement Class and is fair, reasonable, and adequate.

WHO IS IN THE SETTLEMENT?

5. Am I part of the settlement?

The Settlement Class consists of all individuals who purchased Benefiber Healthy Shape Prebiotic Powder Fiber Supplement, Benefiber Original Prebiotic Powder Fiber Supplement, Benefiber Sugar-Free Powder Fiber Supplement, Benefiber Prebiotic Powder Fiber Supplement On-The-Go Stick Packs (Flavored or Unflavored), and/or Benefiber Prebiotic Fiber Supplement Chewables for personal or household use, and not for resale, in the United States between June 19, 2014 and June 8, 2021 (the “Class Period”).

Specifically excluded from the Settlement Class are (i) GSK, its officers, directors, affiliates, legal representatives, employees, successors, and assigns, and entities in which GSK has a controlling interest; (ii) judges presiding over the Litigation; and (iii) local, municipal, state, and federal governmental entities.

6. Which products are included in the settlement?

The Covered Products included in the settlement consist of Benefiber Original Prebiotic Powder Fiber Supplement, Benefiber Sugar-Free Powder Fiber Supplement, Benefiber Prebiotic Powder Fiber Supplement On-The-Go Stick Packs (Flavored or Unflavored), Benefiber Prebiotic Fiber Supplement Chewables, and Benefiber Healthy Shape Prebiotic Powder Fiber Supplement.

7. What if I am still not sure if I am included in the settlement?

If you are not sure whether you are a Settlement Class Member, or have any other questions about the settlement, you should visit the Settlement Website, www.NationalBenefiberSettlement.com, or call the Settlement Administrator toll-free at 1-833-636-2116.

SETTLEMENT BENEFITS – WHAT SETTLEMENT CLASS MEMBERS GET

8. What does the settlement provide?

The settlement provides both monetary and injunctive relief.

Monetary Relief: GSK has agreed to pay \$6.5 million to a Settlement Fund, which will be used to pay: (1) monetary benefits to eligible Settlement Class Members as described below in response to Question 9, (2) reasonable settlement administration expenses, not to exceed \$675,000; (3) attorneys’ fees and expenses in the amount approved by the Court, but not to exceed one-third (1/3) of the Gross Settlement Fund (\$2,166,666); and (4) a class representative service award of \$3,000 per representative.

Injunctive Relief: GSK has also agreed to (1) cease manufacturing the Covered Products with labels bearing the “100% Natural” statement and will exclude that statement from any future marketing or advertisements created by GSK or at GSK’s direction that describes the Covered Products, and (2) cease manufacturing Benefiber Healthy Shape with labels bearing the statement “clinically proven to cure cravings” and will exclude that statement from any future marketing or advertisements created by GSK or at GSK’s direction that describes Benefiber Healthy Shape.

GSK may describe the Covered Products as “natural” or include any derivative of a “natural” claim on the label or in marketing or advertisements, including, but not limited to, in response to (a) further guidance from the U.S. Food and Drug Administration concerning the definition of the term “natural” and/or the degree of permissible processing for any product bearing the “natural” label and/or (b) a modification to the method for creating the wheat dextrin used in the Covered Products.

GSK may reintroduce (a) the claim that Benefiber Healthy Shape is “clinically proven to cure cravings” on the label or in marketing or advertising if reliable and competent scientific evidence supports the satiety effects of Benefiber Healthy Shape in the United States consumer population and/or (b) the claim that the Covered Products are “100% Natural” on the label or in marketing or advertising in response to (i) further guidance from the U.S. Food and Drug Administration concerning the definition of the term “natural” and/or the degree of permissible processing for any food or dietary supplement product bearing the “natural” label and/or (ii) a modification to the method for creating the wheat dextrin used in the Covered Products.

Moreover, the settlement does not (a) prevent GSK from making any other changes to the Covered Products’ labels, advertisements, or other marketing materials provided that those changes are not inconsistent with the provisions of the Settlement Agreement or (b) apply to any GSK product other than the Covered Products.

9. What can I get from the settlement?

Class Members who timely submit a valid approved Claim will receive:

- **An estimated \$10.00* per qualifying purchase of Benefiber Original**, up to a maximum of five (5) units without proof of purchase. Qualifying Proof of Purchase for each unit claimed is required for all Claims for more than five (5) units of Benefiber Original.
- **An estimated \$12.00* per qualifying purchase of Benefiber Healthy Shape**, up to a maximum of five (5) units without proof of purchase. Qualifying Proof of Purchase for each unit claimed is required for all Claims for more than five (5) units of Benefiber Healthy Shape.

Only one Claim per household may be submitted. There is no limitation for the number of units with Qualifying Proof of Purchase.

* Settlement Payments are subject to a possible pro rata adjustment (upwards or downwards) depending on the number of timely and valid Claims submitted.

- If the total amount to be paid for eligible Claims exceeds the Net Settlement Fund (i.e., the amount remaining after any Court-approved Attorneys’ Fee, Cost, and Service Award, and Settlement Administration Costs are deducted), then each Eligible Claimant’s payment will be proportionately reduced on a pro rata basis.
- If the Net Settlement Fund is greater than the total amount to be paid for eligible Claims, then each Eligible Claimant’s payment will be proportionately increased on a pro rata basis such that the Net Settlement Fund is exhausted.

HOW TO GET A PAYMENT

10. How can I get a payment?

To be eligible to receive a payment through the settlement, you must complete and submit a timely and valid Claim Form. The Claim Form can be obtained online at www.NationalBenefiberSettlement.com or by writing or emailing the Settlement Administrator at the address listed below. The completed Claim Form must be submitted to the Settlement Administrator online **by October 6, 2021**, at www.NationalBenefiberSettlement.com or by mail to the address below so that it is **postmarked by October 6, 2021**.

National Benefiber Settlement
c/o JND Legal Administration
P.O. Box 91412
Seattle, WA 98111

If you do not submit a valid Claim Form online **by October 6, 2021**, or by mail so that it is **postmarked by October 6, 2021**, then you will not receive a payment, but you will be bound by the settlement and the Court's orders and judgment.

11. When would I get my payment?

Settlement Payments will be made to Settlement Class Members who submit a valid and timely Claim Form after the Court grants "final approval" to the settlement and after any and all appeals are resolved in favor of upholding the settlement. If the Court approves the settlement, there may be appeals. It is always uncertain when appeals can be resolved and resolving them can take time. Please be patient.

12. What am I giving up to get a payment or stay in the settlement?

If you are a Settlement Class Member, unless you exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Released Parties for the Released Claims. It also means that all the decisions by the Court will bind you.

The Released Claims mean that all Settlement Class Members, on behalf of themselves and their agents, heirs, executors and administrators, successors, assigns, insurers, and representatives (the "Releasing Parties"), will release and forever discharge GSK, and its administrators, insurers, reinsurers, agents, firms, parent companies/corporations, sister companies/corporations, subsidiaries and affiliates, and any sales agents and distributors, wholesalers, retailers, or any other party in the chain of distribution and retail sale of the Covered Products, and all of the foregoing Persons' respective predecessors, successors, assigns and present and former officers, directors, shareholders, employees, agents, attorneys, insurers, and representatives (collectively, the "Released Parties"), from each and every claim of liability, on any legal or equitable ground whatsoever, including relief under federal law or the laws of any state, regarding or related to the Covered Products, including without limitation, their manufacture, purchase, use, marketing, promotion, or sale, and including without limitation, all past, present, or future claims, damages, or liability on any legal or equitable ground whatsoever, known or unknown, that were or could have been asserted in this Lawsuit based on any assertion or contention that the Covered Products, including their packaging, labels, sale, warranties, and/or any advertising or marketing whatsoever, was inaccurate, misleading, false, deceptive, fraudulent, or breached.

The Released Claims do not include any claim against the Released Parties for personal injuries. More information regarding the Released Claims and Released Parties can be found in the Settlement Agreement available at www.NationalBenefiberSettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from the settlement or you want to keep the right to sue or continue to sue the Released Parties for the Released Claims, then you must take steps to get out. This is called excluding yourself—or it is sometimes referred to as “opting out” of the settlement.

13. How do I get out of the settlement?

To exclude yourself (or “Opt-Out”) from the settlement, you must complete and mail to the Settlement Administrator and the Court a written request for exclusion. The request must include the following:

- Your printed full name, address, telephone number, email address, and date of birth
- A statement saying “I wish to exclude myself from the Settlement Class in the Benefiber Class Action Settlement”
- Your actual written or electronic signature

You must mail your exclusion request so that it is **postmarked by September 7, 2021** to the following address:

National Benefiber Settlement -- Exclusions
c/o JND Legal Administration
P.O. Box 91412
Seattle, WA 98111

If you ask to be excluded, you will not get any Settlement Payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in the Litigation, and you may be able to sue (or continue to sue) the Released Parties for the Released Claims.

If you don't include the required information or timely submit your request for exclusion, you will remain a Settlement Class Member and your claims will be released by the settlement.

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

No. Unless you exclude yourself, you give up any right to sue GSK for the claims released by the settlement whether or not you already have your own lawsuit pending. If you properly exclude yourself from the settlement, then you will not be bound by any orders or judgments entered in the class action relating to the settlement and can pursue your own claims.

15. If I exclude myself, can I still get a settlement payment?

No. You will not get any money from the settlement if you exclude yourself. If you exclude yourself from the settlement, do not send in a Claim Form asking for a Settlement Payment.

THE LAWYERS REPRESENTING YOU

16. Do I need to hire my own lawyer?

No. The Court has appointed Jason P. Sultzer of The Sultzer Law Group; Melissa S. Weiner of Pearson, Simon & Warshaw, LLP; Douglas J. McNamara of Cohen Milstein Sellers & Toll PLLC; Gary E. Mason of Mason Lietz & Klinger LLP; Charles E. Schaffer of Levin Sedran & Berman; Ryan J. Clarkson and Katherine A. Bruce of Clarkson Law Firm, P.C.; and Christopher D. Moon of Moon Law APC as Co-Lead Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers be paid?

Class Counsel will file a motion seeking a fee award not to exceed one-third (1/3) of the Settlement Amount (i.e., not to exceed \$2,166,666) and reimbursement for litigation costs and reasonable costs incurred, as well as a Class Representative Service Award up to \$3,000 each for Susan Swetz and Phillip White, in recognition of their time, costs, and efforts in the litigation. The Court will approve the fees, costs, and service award, which will be paid from the Gross Settlement Fund, at the Final Approval Hearing.

OBJECTING TO THE SETTLEMENT

18. How do I tell the Court if I do not like the settlement?

Any Settlement Class Member who does not timely and properly opt out of the settlement may object to the fairness, reasonableness, or adequacy of the proposed settlement. Each Settlement Class Member who wishes to object to any term of this settlement must do so, in writing, by delivering a written objection to the Clerk of the Court and serving a copy on the Settlement Administrator at the addresses listed below so that it is **postmarked by September 7, 2021**.

The written objection must include:

- Your printed full name, address, telephone number and date of birth
- Evidence showing that you are a Settlement Class Member
- Any other supporting papers, materials, or briefs that you wish the Court to consider when reviewing the objection
- Your actual written or electronic signature (even if represented by an attorney)
- A list of all attorneys involved in the objection on your behalf (if represented)
- A statement on whether you or your counsel intend to appear at the Final Approval Hearing
- A list of all class action settlements in which you or your counsel has objected on a prior occasion, including the case caption, court and case number, and the disposition of objection for each case

Your objection, along with any supporting material you wish to submit, must be delivered to the Court and the Settlement Administrator **postmarked by September 7, 2021** at the following addresses:

Clerk of the Court

Office of the Clerk
Daniel Patrick Moynihan U.S. Courthouse
500 Pearl St
New York, NY 10007

Settlement Administrator

National Benefiber Settlement
c/o JND Legal Administration
P.O. Box 91412
Seattle, WA 98111

19. What is the difference between objecting and excluding?

Objecting is telling the Court that you don't like something about the settlement. You can object to the settlement only if you do not exclude yourself from the settlement. Excluding yourself from the settlement is telling the Court that you do not want to be part of the settlement. If you exclude yourself from the settlement, you have no basis to object to the settlement because it no longer affects you.

THE COURT'S FINAL APPROVAL HEARING**20. When and where will the Court decide whether to approve the settlement?**

The Court will hold a Final Approval Hearing on November 18, 2021, at 10:00 a.m. Eastern Time. The Final Approval Hearing will be held before the Honorable Nelson S. Román, via teleconference, details of which are also provided on the Settlement Website.

To access the teleconference, please follow these directions: (1) Dial the Meeting Number: 1-877-336-1839; (2) Enter the Access Code: 1231334 #; Press Pound (#) to enter the teleconference as a guest.

At the Final Approval Hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. The Court will also consider Class Counsels' request for fees, costs, and service award to the class representatives. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take

The date and time are subject to change, as is the Court's decision whether to hold the Final Approval Hearing by teleconference or in person or by video instead. Please continue to check the Settlement Website (www.NationalBenefiberSettlement.com) for updates.

21. Do I have to attend the Final Approval Hearing?

No. Class Counsel will answer any questions that the Court may have, but you may attend at your own expense. If you submit an objection, you don't have to attend Court to talk about it. As long as you mailed your written objection on time to the proper addresses, the Court will consider it. You may also pay your own lawyer to attend if you choose, but it's not necessary.

22. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that it is your "Notice of Intent to Appear." Your request must be filed with the Clerk of the Court and mailed to the Settlement Administrator no later than September 7, 2021.

Any such request must state your name, address, and telephone number, as well as the name, address, and telephone number of any person that may appear on your behalf. Any request for appearance that fails to satisfy these requirements, or that has otherwise not been properly or timely submitted, will be deemed ineffective and will waive your right to appear and to comment on the settlement at the Final Approval Hearing. Persons that opt out may not request to appear and be heard at the Final Approval Hearing.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you do nothing, you will not get a payment from the settlement. Unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against GSK about the legal issues in this case, ever again.

GETTING MORE INFORMATION

24. How do I get more information?

This notice summarizes the proposed settlement. More details are in the Settlement Agreement, available at the Settlement Website, www.NationalBenefiberSettlement.com. If you have additional questions you can visit the Settlement Website or contact the Settlement Administrator:

National Benefiber Settlement
c/o JND Legal Administration
P.O. Box 91412
Seattle, WA 98111
info@nationalbenefibersettlement.com
1-833-636-2116

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