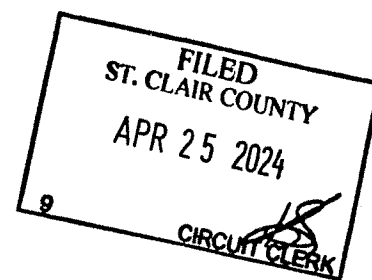


IN THE CIRCUIT COURT
TWENTIETH JUDICIAL CIRCUIT
ST. CLAIR COUNTY, ILLINOIS



LORI MACNAUGHTON and LISA
LADONSKI, *individually and on behalf*
of all others similarly situated,

Plaintiffs,

Case No.: 24LA0329

v.

YOUNG LIVING ESSENTIAL OILS, LC.,

Defendants.

PROPOSED PRELIMINARY APPROVAL ORDER

This matter came before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Settlement") of the case titled *MacNaughton et al v. Young Living Essential Oils, LC*, No. 24LA0329, in the Circuit Court for the Twentieth Judicial Circuit in St. Clair County, Illinois (the "Action"). The Action is brought by Plaintiffs Lori MacNaughton and Lisa Ladonski ("Plaintiffs"), individually and behalf of all others similarly situated, against Young Living Essential Oils, LLC ("Defendant" and, together with Plaintiffs, the "Parties"). The Parties have entered into a Settlement Agreement and Release ("Settlement Agreement") to settle this litigation. Plaintiffs have moved for preliminary approval of the proposed class action settlement. The Agreement, the exhibits thereto, and the exhibits to Plaintiffs' Unopposed Motion for Preliminary Approval set forth the terms and conditions for a proposed settlement and dismissal with prejudice of this Action.

Having reviewed the Agreement and its exhibits, the Motion for Preliminary Approval and supporting memorandum of points and authorities, the pleadings and all other papers on file in this Action, and statements of counsel, the Court finds that the Motion for Preliminary Approval should

be GRANTED and that this Preliminary Approval Order should be entered. Terms and phrases used in those Preliminary Approval Order shall have the same meaning ascribed to them in the Agreement.

THE COURT HEREBY FINDS AND ORDERS AS FOLLOWS:

1. Unless otherwise defined herein, all terms in this Order shall have the meanings ascribed to them in the Agreement.

2. The terms of the Settlement Agreement are preliminarily approved as fair, reasonable, and adequate. There is good cause to find that the Settlement Agreement was negotiated at arms-length between the Parties, who were represented by experienced counsel, and was reached with the assistance of the Hon. Wayne Andersen (Ret.) of JAMS.

3. For settlement purposes only, the Court finds that the prerequisites to class action treatment under Section 2-801 of the Illinois Code of Civil Procedure—including numerosity, commonality and predominance, adequacy, and appropriateness of class treatment of these claims—have been preliminarily satisfied.

4. The Court hereby conditionally certifies, pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for purposes of settlement only, the following Settlement Class consisting of:

All persons within the United States who purchased essential oil products from Young Living for personal consumption from the period of January 1, 2017 through the date of the Preliminary Approval Order.

5. For settlement purposes only, Plaintiffs Lori MacNaughton and Lisa Ladonski are hereby appointed Class Representatives.

6. For settlement purposes only, the following counsel are hereby appointed Class Counsel:

MILBERG COLEMAN BRYSON SIRI & GLIMSTAD LLP
PHILLIPS GROSSMAN PLLC. 745 5th Ave., Suite 500
227 W. Monroe Street, Ste. 2100 New York, NY 10151
Chicago, IL 60606

7. The Court recognizes that, pursuant to the Settlement Agreement, Defendant retains all rights to object to the propriety of class certification in the Action in all other contexts and for all other purposes should the Settlement not be finally approved. Therefore, as more fully set forth below, if the Settlement is not fully approved, and the Action resumes, this Court's preliminary findings regarding the propriety of class certification shall be of no further force or effect whatsoever, and this Order will be vacated in its entirety.

8. The Court approves, in form and content, the Notice, attached to the Memorandum in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement as Exhibit 3, and finds that it meets the requirements of Section 2-803 of the Illinois Code of Civil Procedure and satisfies Due Process.

9. The Court finds that the Notice set forth in the Settlement Agreement meets the requirements of Section 2-803 of the Illinois Code of Civil Procedure and constitutes the best notice practicable under the circumstances, satisfying fully the requirements of Due Process, and any other applicable law, such that the Settlement Agreement and Final Approval Order will be binding on all Settlement Class Members. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this action. The Parties, by agreement, may revise the Class Notice and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

10. Kroll, LLC is hereby appointed Settlement Administrator (“Administrator”) to supervise and administer notice, as well as to oversee the administration of the Settlement, as more fully set forth in the Settlement Agreement.

11. The Administrator may proceed with distribution of Class Notice as set forth in the Settlement Agreement.

12. Settlement Class Members who wish to receive benefits under the Agreement must complete and submit a valid Claim Form in accordance with the instructions provided in the Class Notice no later than forty-five (45) days following the Notice Date. The Court hereby approves both the form and content of the Claim Form attached to the Memorandum in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement as Exhibit A.

13. Settlement Class Members who do not timely submit a Claim Form deemed to be valid in accordance with the Agreement shall not be entitled to receive any Settlement funds.

14. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including with respect to the Released Claims as set forth in the Agreement, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Class in a timely and proper manner. Settlement Class Members who do not timely and validly request exclusion shall be so bound even if they have previously initiated or subsequently initiate related actions or other litigation or proceedings against Young Living or the Released Parties relating to the claims released under the terms of the Agreement.

15. Any person within the Settlement Class may request exclusion, or “opt-out” of the Settlement Class by expressly stating his/her request in a written exclusion request. Such exclusion requests must be sent to the Administrator at the address specified in the Long Form Notice in written form, postage prepaid, and post-marked no later than thirty (30) days after the Notice Date.

16. To be considered valid, the Request for Exclusion must provide the Settlement Class Member's: (i) full legal name; (ii) email address; and (iii) either Proof of Purchase, or a personal attestation that they purchased the Products during the Class Period. A request to be excluded that is not sent individually to the required recipients designated in the Notice, or that is not postmarked within the time specified, shall be invalid and the person serving such a request shall be considered a Settlement Class Member and shall be bound as a Settlement Class Member by the Settlement Agreement, if approved. The letter must clearly manifest the Settlement Class Member's personal intent to opt out of the Settlement Class.

17. Any person who elects to be excluded shall not: (i) be bound by any orders or judgments relating to the Settlement; (ii) be entitled to relief under, or be affected by, this Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of the Settlement.

18. Class Counsel may file a motion seeking an award of attorneys' fees, costs and expenses, as well as a Service Award for the Class Representatives, in accordance with the terms of the Agreement, no later than fourteen (14) days prior to the Opt-Out/Objection Deadline.

19. Any Settlement Class Member who has not requested to be excluded from the Settlement Class who wishes to object to any aspect of the settlement agreement, including the amount of attorneys' fees, costs, and expenses that Class Counsel intends to seek and the payment of the Service Award to the Class Representatives, may do so, either personally or through an attorney, by filing a written objection, with the Clerk of the Court, and serving it upon Class Counsel, and Young Living's Counsel, no later than thirty (30) days from the Notice Date. Addresses for Class Counsel and Young Living's Counsel are as follows:

Class Counsel:

Gary M. Klinger
MILBERG COLEMAN BRYSON PHILLIPS
GROSSMAN, PLLC
227 W. Monroe Street, Ste. 2100
Chicago, IL 60606

Class Counsel:

Mason A. Barney
SIRY & GLIMSTAD, LLP
745 Fifth Ave., Suite 500
New York, NY 10151

Young Living's Counsel:

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

20. Any Settlement Class Member who has not requested exclusion and who intends to object to the Agreement must state, in writing: (i) his/her full name, address, email address, and current telephone number; (ii) the case name and number of the Lawsuit; (iii) information required in Section 2.5 identifying the objector as a Settlement Class Member, including proof that the objector is a Settlement Class Member; (iv) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (v) the identification of any other objections he/she has filed, or has had filed on his/her behalf, in any other class action cases in the last four years; and (vi) the objector's hand signature. If represented by counsel, the objecting Settlement Class Member must also provide the name and telephone number of his/her counsel. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing at his/her own expense, either with or without counsel, he/she must state as such in the written objection, and must also identify any witnesses he/she may call to testify at the Final Approval Hearing and all exhibits he/she intends to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection.

21. Any Settlement Class Member who fails to timely file and serve a written objection in accordance with this Order shall be deemed to have waived, and shall be forever foreclosed from raising, any objection to the Agreement, to the fairness, reasonableness, or adequacy of the Settlement, to the payment of attorneys' fees, costs, and expenses, to the payment of an Incentive Award, and to the Final Approval Order and right to appeal the same.

22. No Settlement Class Member shall be entitled to be heard, and no objection shall be considered, unless the requirements set forth in this Order and in the Agreement are fully satisfied. Any Settlement Class Member who does not make his or her objection to the Settlement in the manner provided herein, or who does not also timely provide copies to Counsel for the Parties at the addresses set forth herein, shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise, and shall be bound by the Settlement Agreement, the releases contained therein, and all aspects of the Final Approval Order.

23. Settlement Class Members cannot both object to and exclude themselves from this Agreement. Any Settlement Class Member who attempts to both object to and exclude themselves from the Agreement will be deemed to have excluded themselves and will forfeit the right to object to the Settlement Agreement or any of its terms. If a Settlement Class Member returns both a Claim Form and a written request for exclusion, the request for exclusion shall be deemed void and of no force and effect, and the Claim Form shall be processed under the terms of the Settlement Agreement.

24. Pending the final determination of the fairness, reasonableness, and adequacy of the proposed Settlement, no Settlement Class Member may prosecute, institute, commence, or continue any lawsuit (individual action or class action) with respect to the Released Claims against any of the Released Parties.

25. The Parties have requested that a “Final Approval Hearing” be held in this matter approximately seventy-four (74) days following the entry of this Preliminary Approval Order. The Final Approval Hearing shall be held before the Court on July 15, 2024 at 9 :00 a.m./p.m. for the following purposes:

- a. To finally determine whether the applicable prerequisites for settlement class action treatment under 735 ILCS 5/2-801 have been met;
- b. To determine whether the Settlement Agreement is fair, reasonable, and adequate, and should be approved by the Court;
- c. To determine whether the judgment as provided under the Settlement Agreement should be entered, including an order prohibiting Settlement Class Members from further pursuing Released Claims as set forth in the Settlement Agreement;
- d. To consider the application for an award of attorneys’ fees, costs, and expenses of Class Counsel;
- e. To consider the application for an Incentive Award to the Class Representatives;
- f. To consider distribution of the settlement funds pursuant to the Settlement Agreement;
- g. To rule on such other matters as the Court may deem appropriate.

26. The Final Approval Hearing may be postponed, adjourned, transferred, or continued by order of the Court without further notice to the Settlement Class. At or following the Final Approval Hearing, the Court may enter a judgment approving the Settlement Agreement and

a Final Approval Order in accordance with the Settlement Agreement that adjudicates the rights of all Settlement Class Members.

27. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

28. All discovery and other proceedings in the Action as between Plaintiffs and Young Living are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Agreement and this Order.

29. For clarity, the deadlines set forth above and in the Agreement are as follows:

Notice to be Completed by (“Notice Date”):	14 days after Preliminary Approval
Fee and Expense Application to be Submitted by:	14 days prior to the Deadline to Object/ Request Exclusion
Deadline to Submit Final Approval Submissions:	10 days prior to the Final Approval Hearing
Deadline to Object to the Settlement:	30 days after the Notice Date
Deadline to Request Exclusion from the Settlement:	30 days after the Notice Date
Final Approval Hearing:	7/15, 2024
Claims Deadline:	45 Days after the Notice Date

IT IS SO ORDERED.

Entered: _____

Chris T. Kolker

 Circuit Court Judge
 Circuit Court of St. Clair County

**Hon. Christopher T. Kolker
 Circuit Judge**