

If you purchased Ultra Fast Keto Boost, InstaKeto or Instant Keto, a class action lawsuit may affect your rights.

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

- Purchasers of Ultra Fast Keto Boost, Instant Keto, and InstaKeto (the “Keto Products”) have sued a chargeback technology platform company and its CEO and former CEO alleging they violated the federal RICO act by conspiring to devise, or actually devising and facilitating, a scheme that aided the Keto Products’ marketers and sellers in defrauding consumers by misrepresenting the price of Keto Products. Specifically, Plaintiffs allege that the Keto Products’ marketers and sellers marketed three and five bottle bundles of Keto Products as buy-get-one-free and buy-three-get-to-free deals and then charged consumers for the supposedly “free” bottles. This lawsuit alleges that the Defendants helped the Keto Products’ marketers and sellers to avoid detection of their overcharging scheme by devising and/or implementing a scheme intended to help the Keto Products’ marketers and sellers to keep their overcharging hidden and profitable, or conspiring to do so. The Defendants deny the claims in the lawsuit and maintain that they are a reputable technology platform provider that supports merchants and financial institutions worldwide, with tools and services developed to help automate dispute and chargeback related workflows.
- The court has allowed the lawsuit to be a class action on behalf of consumers in the United States who were billed for shipments of either three bottles or five bottles of Ultrafast Keto Boost, Insta Keto, or InstantKeto, excepting those who received full refunds for Keto Products’ bottles Plaintiffs allege were marketed as “free.”
- The lawsuit is against Global e-Trading LLC, its CEO, Monica Eaton, and its former CEO, Gary Cardone.
- The court has not decided whether the Defendants did anything wrong. **There is no money available now, and no guarantee there will be.** However, your legal rights are affected, and you have a choice to make now:

| Your Legal Rights and Options in this Lawsuit | |
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| DO NOTHING | Stay in this lawsuit. Await the outcome. Give up certain rights. By doing nothing, you keep the possibility of getting money or benefits that may come from a trial or a settlement. But you give up any rights to sue the Defendants separately about the same legal claims in this lawsuit. |
| ASK TO BE EXCLUDED | Get out of this lawsuit. Get no benefits from it. Keep rights. If you ask to be excluded and money or benefits are later awarded, you won’t share in those. But you keep any rights to sue the Defendants separately about the same legal claims in this lawsuit. |

- This notice explains your options. To be excluded, you must act before **December 3, 2024**.
- Lawyers must prove the claims against the Defendants at a trial. The trial is set to begin on May 5, 2025.
- If money or benefits are obtained, you will be notified about how to ask for a share.

Questions? Visit www.KetoChargebackLawsuit.com or call 1-888-884-1627

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BASIC INFORMATION

1. Why did I get this notice?

The records of a company that shipped Ultra Fast Keto Boost, InstaKeto, and Instant Keto to purchasers show that you were shipped three or five bottles of pills during the time period at issue in the lawsuit. This notice explains that the court has allowed, or “certified,” a class action lawsuit that may affect you. You have legal rights and options that you may exercise before the court holds a trial. The trial is to decide whether the claims being brought in this lawsuit, on your behalf, are correct. Judge Virginia Covington of the United States District Court for the Middle District of Florida is overseeing this class action. The lawsuit is known as *Sihler et al. v. Global e-Trading LLC, et al.*, No. 8:23-CV-01450-VMC-UAM, and it is currently pending in the Middle District of Florida.

2. What is this lawsuit about?

This lawsuit is about whether the Defendants—a technology services company called Global e-Trading LLC, its CEO, and its former CEO — conspired to, or actually did, devise or implement a scheme designed to help the Keto Products’ marketers and sellers keep an allegedly fraudulent online diet pill scheme hidden from banks and payment processors. The lawsuit alleges that Class Members ordered three or five-bottle bundles of Keto diet pills which were misleadingly advertised as containing free bottle(s) of pills. This allegedly false advertising was done by the Keto Products’ marketers who are not parties in this case. This lawsuit alleges that Global e-Trading, LLC endeavored to help the entities making these alleged false pricing representations maintain their access to favorable payment processing by facilitating the entities’ involvement in a scheme to fraudulently deflate their chargeback rate. Chargeback rates are one of many metrics banks and payment processors may use in how they do business with merchants. The lawsuit seeks damages and restitution, a civil penalty of three times those damages, attorney fees and costs. Defendants deny that they did anything wrong and assert that the allegations against them have no basis in fact.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called “Class Representatives” (in this case Janet Sihler and Charlene Bavencoff) sue on behalf of other people who have similar claims. The people together are a “Class” or “Class Members.” The consumers who sue—and all the Class Members like them—are called the Plaintiffs. The companies and people they sue are called the Defendants. One court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves from the Class.

4. Why is this lawsuit a class action?

The court decided that this lawsuit can be a class action and move towards a trial because it meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts. Specifically, the court found that:

- There are numerous people in the Class;
- The Class’s claims present legal questions and factual issues that are common to all Class Members;
- Janet Sihler and Charlene Bavencoff’s claims are typical of the claims of the rest of the Class;
- Ms. Sihler and Ms. Bavencoff and the lawyers representing the Class will fairly and adequately represent the Class’s interests;
- The common legal questions and facts are more important than questions that affect only individuals; and

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- This class action will be better than having many individual lawsuits.

More information about why the court is allowing this lawsuit to be a class action is in the court's Order Certifying the Class, which is available at www.KetoChargebackLawsuit.com.

THE CLAIMS IN THE LAWSUIT

5. What does the lawsuit complain about?

In the lawsuit, the Plaintiffs say that Defendants broke the federal Racketeering law, RICO, by working to fraudulently lower the “chargeback ratio” of the merchants selling Keto Products using alleged pricing misrepresentations. Defendants, Plaintiffs allege, did this by advising the Keto Products’ sellers about how to structure the backend of their business and by referring them to an individual who ran a prepaid transaction scheme. A “chargeback” occurs when a consumer disputes a credit or debit card transaction with their bank or credit card company. If too a high a percentage of consumers “chargeback” transactions from a given merchant, that merchant’s chargeback rate—or the ratio of chargebacks against the merchant’s total number of transactions—may exceed recommended guidelines imposed by card networks like Visa and Mastercard. A too-high chargeback rate can have negative consequences for merchants, up to and including the loss of the ability to process card payments. Plaintiffs claim that Defendants, several years before they started doing business with the sellers of the Keto Products, devised a scheme whereby merchants could artificially lower their apparent chargeback rates by intentionally running a high-volume of very low dollar transactions on prepaid cards that were funded by the merchant and not the consumer. Plaintiffs claim Defendants referred the Keto Products’ sellers to an individual who implemented this. You can read the Plaintiffs’ Class Action Complaint at www.KetoChargebackLawsuit.com.

6. How do the Defendants answer?

Defendants deny that they did anything wrong. Defendants maintain that they are a reputable technology platform company that supports merchants with tools and services to aid merchants in more efficiently managing workflows related to dispute inquiries and chargebacks. Defendants state that they had no knowledge that the Keto Products’ sellers were engaging in any fraud, and that Defendants’ service in no way facilitated any customer’s injury. Defendants’ Answer to the Complaint is also at the website.

7. Has the court decided who is right?

The court hasn’t decided whether the Defendants or the Plaintiffs are correct. By establishing the Class and issuing this Notice, the court is not suggesting that the Plaintiffs will win or lose this case. The Plaintiffs must prove their claims at a trial.

8. What are the Plaintiffs asking for?

The Plaintiffs are asking for restitution, a civil penalty of three times those damages, attorney fees, and costs.

9. Is there any money available now?

No money or benefits are available now because the jury has not yet decided whether the Defendants did anything wrong and the two sides have not settled the case. There is no guarantee that money or benefits ever will be obtained. If they are, you will be notified about how to ask for a share.

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WHO IS IN THE CLASS

You need to decide whether you are affected by this lawsuit.

10. Am I part of this Class?

Judge Covington decided that “All consumers in the United States who, within the applicable statute of limitations period until the date notice is disseminated, were billed for shipments of either three bottles or five bottles of Ultrafast Keto Boost, Insta Keto, or InstantKeto” are Class Members *except for those* who received a full refund for the supposedly “free” products for which they were allegedly improperly charged.

11. Are any purchasers of Ultra Fast Keto Boost, InstaKeto or Instant Keto not included in the Class?

Yes.

Those who were billed for a three-bottle bundle of Keto Products who have received a full refund of the cost of the one bottle Plaintiffs claim was advertised as “free” are not part of the Class. Likewise, those who were billed for a five-bottle bundle who have received a full refund of the cost of the two bottles Plaintiffs claim were advertised as “free” are not part of the Class. Those who received a refund for all of the bottles they purchased are also not part of the Class.

Further, those who were billed for Ultra Fast Keto Boost, InstaKeto or Instant Keto products but did not buy a three or five-product bundle, are not part of the Class. For example, if you bought a single bottle of Ultra Fast Keto Boost, then you would not be part of the Class.

12. I’m still not sure if I am included?

If you are still not sure whether you are included, you can get free help at www.KetoChargebackLawsuit.com, by calling or writing to the lawyers in this case, at the phone number or address listed in question 22 or by emailing the notice administrator at info@KetoChargebackLawsuit.com.

YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Class or ask to be excluded before the trial, and you have to decide this now.

13. What happens if I do nothing at all?

You don’t have to do anything now if you want to keep the possibility of getting money or benefits from this lawsuit. By doing nothing you are staying in the Class. If you stay in and the Plaintiffs obtain money or benefits, either as a result of the trial or a settlement, you will be notified about how to apply for a share (or how to ask to be excluded from any settlement). Keep in mind that if you do nothing now, regardless of whether the Plaintiffs win or lose the trial, you will not be able to sue, or continue to sue, the Defendants in this lawsuit in any other lawsuit about the same legal claims that are the subject of this case. You will also be legally bound by all of the Orders the court issues and judgments the court makes in this class action.

14. Why would I ask to be excluded?

If you already have your own lawsuit against any of the Defendants asserting claims related to those at

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issue in this lawsuit and want to continue with it, you need to ask to be excluded from the Class to continue that lawsuit. If you exclude yourself from the Class—which also means to remove yourself from the Class, and is sometimes called “opting-out” of the Class— you won’t get any money or benefits from this lawsuit even if the Plaintiffs obtain them as a result of the trial or from any settlement (that may or may not be reached) between any or all of the Defendants and the Plaintiffs. However, you may then be able to sue or continue to sue Defendants for claims related to those at issue in this lawsuit. If you exclude yourself, you will not be legally bound by the court’s judgments in this class action.

If you start your own lawsuit against Defendants after you exclude yourself, you’ll have to hire and pay your own lawyer for that lawsuit, and you’ll have to prove your claims. If you do exclude yourself so you can start or continue your own lawsuit against Defendants, you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations.

15. How do I ask the court to exclude me from the Class?

To ask to be excluded, you must send an “Exclusion Request” in the form of a letter sent by mail.

If you wish to be excluded, the letter must state that you want to be excluded from the Class.

To be valid, your Request for Exclusion must be mailed to the following address and postmarked by **December 3, 2024**.

Keto Chargeback Class Action Exclusions
P.O. Box 5053
Portland, OR 97208-5053

Be sure to include your name and address and to sign the letter(s).

You cannot exclude yourself by telephone or email. You must do so in writing by mail.

You may also get Exclusion Request forms from www.KetoChargebackLawsuit.com. You will need to printout the online form, complete it, and mail it to the address above to exclude yourself from the Class.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The court decided that lawyers from the law firms of Kneupper & Covey, PC, and Kibbey Wagner, PLLC are qualified to represent you and all Class Members. These lawyers are called “Class Counsel.” More information about these law firms, their practices, and their lawyers’ experience is available at www.kneuppercovey.com and <https://kibbeylaw.com>, respectively.

17. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you can hire one. You will have to pay any lawyer you hire. If you hire your own lawyer you could, for example, ask him or her to appear in court for you if you want someone other than Class Counsel to speak for you.

18. How will the lawyers be paid?

If Class Counsel get money or benefits for the Class, they will ask the court for fees and expenses. You won’t have to pay these fees and expenses. If the court grants Class Counsel’s request, the fees and

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expenses would be either deducted from any money obtained for the Class or paid separately by the Defendants.

THE TRIAL

19. How and when will the court decide who is right?

As long as the case isn't resolved by a settlement or otherwise, Class Counsel will have to prove the Plaintiffs' claims at a trial. Trial is set to begin on May 5, 2025. Trial will take place in Courtroom 14B of the Sam M. Gibbons United States Courthouse, 801 North Florida Ave. Tampa, Florida 33602. During the trial, a Jury or the Judge will hear all of the evidence to help them reach a decision about whether the Plaintiffs or the Defendants are right about the claims in the lawsuit. There is no guarantee that the Plaintiffs will win, or that they will get any money for the Class.

20. Do I have to come to the trial?

You do not need to attend the trial. Class Counsel will present the case for the Plaintiffs, and the Defendants will present the defenses. You or your own lawyer are welcome to come at your own expense.

21. Will I get money after the trial?

If the Plaintiffs obtain money or benefits as a result of the trial or a settlement, you will be notified about how to participate. We do not know how long this will take.

GETTING MORE INFORMATION

22. Are more details available?

Visit the website, www.KetoChargebackLawsuit.com, where you will find the court's Order Certifying the Class, the Complaint that the Plaintiffs submitted, the Defendant's Answer to the Complaint, as well as an Exclusion Request form. You may also call 1-888-884-1627, email info@KetoChargebackLawsuit.com, or write to Keto Chargeback Class Action Administrator, P.O. Box 5053, Portland, OR 97208-5053.