

EXHIBIT 8

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

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In re:	:	Chapter 11
LEAF123, INC. (f/k/a NATROL, INC.), et al.,	:	Case No. 14-11446 (BLS)
Debtors. ¹	:	(Jointly Administered)
	:	Docket Ref. No. 1040, 1081, & 1330

**FINAL ORDER APPROVING
SETTLEMENT AND RELEASE AGREEMENT**

The Court has considered the motion ("Motion") of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for the entry of orders: (a) approving on a preliminary basis the *Settlement Agreement and General Release* dated April 3, 2015 between the Debtors, Plethico Pharmaceuticals Limited of India and its affiliates ("Plethico"), Natrol LLC, and plaintiff Jessica Augustine (the "Class Representative" or "Augustine," and together with the Debtors, Plethico and Natrol, LLC the "Parties"), on behalf of herself and similarly situated class members (the "Settlement Agreement"),² (b) approving the form of notice (the "Class Notice") to the Class Members of class certification and settlement, (c) scheduling a fairness hearing (the "Fairness Hearing") to consider final approval of the Settlement Agreement, and (d) after the Fairness Hearing, approving on a final basis the Settlement Agreement and

¹ The Debtors in these chapter 11 cases and the last four digits of each Debtor's taxpayer identification number are as follows: Leaf123, Inc. (f/k/a Natrol, Inc.) (0780); Leaf123 Holdings, Inc. (f/k/a Natrol Holdings, Inc.) (4614); Leaf123 Products, Inc. (f/k/a Natrol Products, Inc.) (7823); Leaf123 Direct, Inc. (f/k/a Natrol Direct, Inc.) (5090); Leaf123 Acquisition Corp. (f/k/a Natrol Acquisition Corp.) (3765); Leaf123 Nutrition, Inc. (f/k/a Prolab Nutrition, Inc.) (3283); and Leaf123 Research Institute (f/k/a Medical Research Institute) (2825). The Debtors' principal offices are located at 21411 Prairie Street, Chatsworth CA 91311.

² Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Settlement Agreement.

granting related relief. A true and correct copy of the Settlement Agreement is attached hereto as

Exhibit 1. The Court finds:

A. The Court entered an Order on April 16, 2015, granting preliminary approval of the Settlement Agreement, including the certification of the Class for the sole purpose of effectuating the Settlement, and approving the form and manner of notice of the Settlement Agreement and the deadline for opting out of the Class and filing objections to the Settlement Agreement to be given to all Class Members.

B. Due notice has been given to the Class of the Settlement Agreement, the right to opt-out of the Class or object to the proposed Settlement Agreement and the right to appear in person or by counsel at the Fairness Hearing; all applicable statutory notice periods have expired; and no other and further notice is required and such notice is deemed proper and sufficient under the circumstances.

C. The Court has personal jurisdiction over Augustine and all Settlement Class Members and the Court has subject matter jurisdiction to approve the Settlement and Settlement Agreement and all exhibits thereto on a final basis.

D. The Settlement Notice Program: (i) constituted the best practicable notice; (ii) constituted notice that was reasonable calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, of their right to object to or exclude themselves from the proposed Settlement, of their right to appear at the Fairness Hearing and of their right to seek monetary and other relief; (iii) constituted reasonable, due, adequate and sufficient notice to

all Persons entitled to receive notice; and (iv) met all requirements of due process and any other applicable law.

E. All Class Members who did not exercise the right to opt-out of the Class are bound by this Order and the terms of the Settlement Agreement.

F. The terms of the Settlement Agreement are fair, reasonable and adequate under Federal Rule of Civil Procedure 23 incorporated by Rule 7023 of the Federal Rules of Bankruptcy Procedure and the nine factor test the Third Circuit developed in Girsh v. Jepson, 521 F.2d 153 (3d Cir. 1975).

G. The terms of the Settlement Agreement are also appropriate and in the best interests of creditors under Bankruptcy Rule 9019.

H. The Settlement Agreement was negotiated at arm's-length and in good faith, is fair equitable and in the best interest of the Debtors' estates and the best interest of the Settlement Class.

I. Settlement Class Counsel, Settlement Class Co-Counsel and Augustine adequately represented the Settlement Class for purposes of entering into and implementing the Settlement and Settlement Agreement.

J. Other good and sufficient cause exists for granting the relief requested in the Motion.

THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Settlement Agreement is APPROVED.

2. The Settlement Class is hereby certified solely for the purpose of effectuating the Settlement.

3. The Settlement Agreement is hereby approved on a final basis as fair, reasonable and adequate 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.

4. Upon the "Effective Date" of the Settlement, as defined in the Settlement Agreement, the Parties, are authorized and directed to implement the terms of the Settlement Agreement and make the payments required thereunder and in accordance with the Settlement Agreement.

5. The Opt-Out List is hereby approved as the complete list of all members of the Settlement Class who have timely requested exclusion from the Settlement Class and, accordingly, shall neither share in nor be bound by this Final Order.

6. Augustine and the Settlement Class have hereby conclusively compromised, settled, dismissed and released any and all Released Claims against Leaf 123, Plethico and Natrol, LLC, and the terms of the Release are hereby approved in their entirety.

7. Upon the Effective Date of the Settlement, as defined in the Settlement Agreement, except for the rights arising out of, provided for, or reserved in the Settlement Agreement, the Released Claims described in the Settlement Agreement are hereby deemed to have been fully and forever released and discharged.

8. Upon the Effective Date, Augustine and all Settlement Class Members shall be barred from asserting any Released Claims against Leaf 123, Plethico and Natrol, LLC

and/or any Released Persons, and any such Settlement Class Members shall have released any and all Released Claims as against Leaf 123, Plethico and Natrol, LLC and all Released Persons.

9. Upon the Effective Date, all Settlement Class Members are permanently enjoined from: (i) filing, commencing, prosecuting, intervening in or participating (as a plaintiff, claimant, class member or otherwise) 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 Released Claims; (ii) organizing Settlement Class Members who have not excluded themselves from the Settlement Class into a separate class for the purpose of pursuing as a purported class action any lawsuit or arbitration or other proceedings (including 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 Released Claims, except that Settlement Class Members are not precluded from participating in any investigation or suit initiated by a state or federal agency.

10. Upon the Effective Date of the Settlement, as defined in the Settlement Agreement, the Debtors and any claims agent that has been appointed in the Bankruptcy Case are each authorized and directed to make such revisions to the Debtors' claims registry maintained in these cases as are necessary to reflect the relief granted herein, including, but not limited to, expunging any claims released pursuant to the terms of the Settlement Agreement, specifically including Claims 204 and 224, without further notice to or order of the Court.

11. Augustine is hereby directed to withdraw all individual claims asserted in the Action, Case No 1:14-cv-01869 with prejudice, and all class claims in that Action without prejudice, and without fees or costs except as provided in the Settlement Agreement, in accordance with the terms of this Final Order within five (5) days after entry of this Final Order.

12. Within ten (10) days after entry of this Final Order, Debtors shall pay to Class Counsel a total of \$799,000 as the Attorney's Fee Award.

13. Within ten (10) days after the Effective Date, the Debtors shall pay to Augustine a total of \$1,000 as the Augustine Incentive Award.

14. The Settlement Agreement and this Final Order shall be binding on and have res judicata and preclusive effect in all pending and future lawsuits or other proceedings encompassed by the Released Claims and maintained by or on behalf of Augustine and all Settlement Class Members, as well as Augustine's present, former and future administrators, agents, assigns, attorneys, executors, heirs, partners, predecessors-in-interest and successors.

15. The Settlement Agreement and the Settlement provided for therein 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 Leaf 123, Plethico or Natrol, LLC or any Released Persons or of the suitability of these or similar claims to class treatment in active litigation and trial; provided, however, that reference may be made to the Settlement Agreement and the Settlement provided therein in such proceedings solely as may be necessary to effectuate the Settlement Agreement.

16. The Parties are hereby authorized, without further approval from this Court, to agree to adopt such amendments, modifications and expansions of the Settlement Agreement and all exhibits thereto as (i) shall be consistent in all material respects with this Final Order, and (ii) do not limit the rights of the Parties or the Settlement Class Members.

17. This Court shall retain jurisdiction, consistent with any plan of liquidation that is confirmed by order of this Court, over the Settlement Administrator, Leaf 123, Plethico, Natrol, LLC, Augustine and the Settlement Class Members, as to all matters arising from or related to the administration, consummation, enforcement and interpretation of the terms of the Settlement, the Settlement Agreement and this Final Order.

Dated: August 7, 2015
Wilmington, Delaware


BRENDAN LINEHAN SHANNON
CHIEF UNITED STATES BANKRUPTCY JUDGE