

If you bought Vitamin Shoppe’s “Reservie Trans-Resveratrol” dietary supplement product on or after January 1, 2011, you could be entitled to money from a legal settlement.

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

- A settlement has been reached between Vitamin Shoppe Industries, Inc. (“Vitamin Shoppe”), and Rebecca Scheuerman (the “Class Representative” or “Plaintiff”), individually and on behalf of the Settlement Class.
- The settlement resolves a class action lawsuit about allegations that Vitamin Shoppe made false and misleading statements in its labeling and/or advertising regarding the lawfulness, composition and ingredients of its “Reservie Trans-Resveratrol” dietary supplement product (the “Product”). The lawsuit did not claim that the Product caused anyone physical injury or harm.
- Vitamin Shoppe denies the allegations and is settling to avoid the expense and distraction of litigation. The settlement does not mean Vitamin Shoppe did anything wrong, and the Court has not decided that Vitamin Shoppe did anything wrong.
- The settlement provides cash payments to individuals who purchased the Product.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A VALID CLAIM	The only way to get a cash payment, if you qualify.
EXCLUDE YOURSELF	This is the only option that allows you to be part of any other lawsuit against Vitamin Shoppe about the legal claims in this case.
OBJECT	Tell the Court about why you don’t like the settlement.
GO TO A HEARING	Ask to speak in Court about the settlement.
DO NOTHING	Get no benefits. Give up rights to be part of any other lawsuit against Vitamin Shoppe about the legal claims in this case.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Cash payments for valid claims will be issued only if the Court approves the settlement and after the time for appeals has ended and any appeals are resolved. Please be patient.

QUESTIONS? CALL 1-844-762-5393 OR VISIT www.SupplementSettlement.com

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BASIC INFORMATION

1. Why was this notice issued?

A Court authorized this notice because you have a right to know about the proposed settlement in this class action lawsuit, and about all of your options, before the Court decides whether to give “final approval” to the settlement. This notice explains the lawsuit, the settlement, and your legal rights.

The case is known as *Scheuerman v. Vitamin Shoppe Industries, Inc., d/b/a Vitamin Shoppe, Inc.*, Superior Court of the State of California, County of Los Angeles, No. BC592773 (the “Action”). The person who sued is called the Plaintiff. The company she is suing, Vitamin Shoppe, is called the Defendant.

2. What is the lawsuit about?

On August 19, 2015, Plaintiff filed this Action on behalf of herself and all others similarly situated alleging that she relied on allegedly false and misleading statements on labeling and in advertisements regarding the lawfulness, composition and ingredients of the Product, and that such statements violate state consumer protections laws (including California’s False Advertising Laws, Bus. & Prof. Code §17500 *et seq.*; and California’s Unfair Competition Laws, Bus. & Prof. Code §17200 *et seq.*), as well as California Health and Safety Code § 110660 and California’s common-law doctrines of negligent misrepresentation and intentional misrepresentation. Plaintiff does not claim that the Product caused anyone physical injury or harm.

Vitamin Shoppe denies any wrongdoing or liability arising out of any of the facts or conduct alleged in the Action and believes that it has valid defenses to the allegations. The Court has not decided that Vitamin Shoppe did anything wrong, and the settlement does not mean Vitamin Shoppe broke the law. Both the Plaintiff and Vitamin Shoppe believe that the settlement is fair, adequate, and reasonable and that it is in the best interests of the Settlement Class.

3. Why is this a class action?

In a class action one or more people called “Class Representative(s)” (in this case, Rebecca Scheuerman) sue on behalf of people who have similar claims. All of these people or entities are a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a settlement?

Both sides agreed to the settlement to avoid the cost and risk of further trial. The settlement does not mean that any law was broken. Vitamin Shoppe denies all of the legal claims in this case. The Class Representative and the lawyers representing her think the settlement is best for all Class Members.

QUESTIONS? CALL 1-844-762-5393 OR VISIT www.SupplementSettlement.com

WHO IS IN THE SETTLEMENT?

To see if you are affected or if you can get benefits, you first have to determine whether you are a Settlement Class member.

5. How do I know if I am part of the settlement?

You are a member of the Settlement Class if you purchased for personal consumption, and not for re-sale, the Product in the United States from January 1, 2011 until the date this Settlement was preliminarily approved by the Court, June 6, 2016. These dates are referred to as the “Class Period.”

6. I’m still not sure if I’m included in the settlement.

If you are not sure whether you are included in the Class, call 1-844-762-5393 or go to www.SupplementSettlement.com.

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. What does the settlement provide?

The parties have agreed to a settlement payment (the “Class Settlement Payment”), to be paid by Vitamin Shoppe for the benefit of Class Members who purchased the Product for personal consumption, and not for re-sale, between January 1, 2011 and June 6, 2016. The parties have agreed that the costs to administer this Settlement, reasonable attorneys’ fees up to \$170,000 and documented costs to Class Counsel related to obtaining the settlement payment, and an incentive award to the Class Representative will be paid by Vitamin Shoppe. The parties estimate that documented Class Counsel costs will be approximately \$15,000.

In order to make a claim, Class Members must provide information, signed under penalty of perjury, relating to their purchase of the Product, including where the purchase took place, the quantity purchased, and the approximate dates of purchase. Class Members who submit a Valid Claim will be entitled to reimbursement of \$17, or \$21, or \$25, depending upon the total number of Valid Claims submitted. The maximum reimbursement to each Class Member submitting a Valid Claim is \$25.

In the event that claims do not exceed \$125,000, the remaining settlement funds will be donated to a court-approved charitable organization.

More details are in a document called the Second Amended Settlement Agreement, which is available at www.SupplementSettlement.com.

8. What am I giving up in exchange for the settlement benefits?

If the settlement becomes final, Class Members will be releasing Vitamin Shoppe and all related people and entities for all the claims described and identified in Article VII of the Second Amended Settlement Agreement (called the “Class Released Claims”). The Second Amended Settlement Agreement defines the

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Class Released Claims as “any and all actions, causes of action, claims, demands, liabilities, obligations, fees, costs, sanctions, proceedings, and/or rights of any nature and description whatsoever, including, without limitation, violations of any state or federal statutes, rules or regulations, or principles of common law, whether liquidated or unliquidated, known or unknown, in law or in equity, whether or not concealed or hidden, by Scheuerman, members of the Settlement Class, or any of them (on their own behalf and/or on behalf of the proposed class or the general public) against Vitamin Shoppe, Rasi Laboratories, Inc. (“Rasi”), Gemini Pharmaceuticals, Inc. (“Gemini”)*, or any other Released Parties, through the date the Final Approval Order and Judgment is entered, and that are based on, arise out of, or in any way relate to the facts, transactions, events, occurrences, acts, disclosures, advertisements, omissions, or failure to act concerning the manufacturing, marketing, sale, labeling and/or advertising of Reservie Trans-Resveratrol or the lawfulness, composition and/or ingredients of Reservie Trans-Resveratrol. Notwithstanding the above, ‘Class Released Claims’ shall exclude any claims for personal injury on behalf of the Settlement Class.” The Second Amended Settlement Agreement is available at www.SupplementSettlement.com. You can talk to one of the lawyers listed below for free or you can, of course, talk to your own lawyer if you have questions about the released claims or what they mean.

*Rasi, Gemini are the manufacturers of the The Product hired by Vitamin Shoppe.

HOW TO GET A CASH PAYMENT—SUBMITTING A VALID CLAIM FORM

9. How can I get a cash payment?

To ask for a cash payment you must complete and submit a Claim Form along with the required supporting information. If one was not already sent to you, you can get a Claim Form at www.SupplementSettlement.com. You may also submit your claim via the website. The Claim Form describes what you must provide to prove your claim and receive a cash payment and may require information, provided by you under penalty of perjury, on where any purchases took place, the quantity of the Product purchased, and the approximate dates of purchase. Please read the instructions carefully, fill out the Claim Form, and either submit it online at www.SupplementSettlement.com or mail it postmarked no later than, **September 23, 2016** to:

Vitamin Shoppe Industries, Inc. Settlement Administrator
1801 Market Street, Suite 660
Philadelphia, PA 19103

10. When will I get my check?

Checks will be mailed to Class Members who send in valid Claim Forms on time, after the Court grants “final approval” of the settlement, and after the time for appeals has ended and any appeals have been resolved. If the judge approves the settlement after a hearing on **November 8, 2016**, (see the section “The Court’s Fairness Hearing” below), there may be appeals. Resolving these appeals can take time. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue Vitamin Shoppe over the legal issues in this case, you must take steps to get out of the settlement. This is called asking to be excluded from—sometimes called “opting out” of—the Class.

11. If I exclude myself, can I get anything from the settlement?

QUESTIONS? CALL 1-844-762-5393 OR VISIT www.SupplementSettlement.com

If you ask to be excluded, you will not get a cash payment, and you cannot object to the settlement. But you may sue, continue to sue, or be part of a different lawsuit against Vitamin Shoppe in the future. You will not be bound by anything that happens in this lawsuit.

12. If I don't exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue Vitamin Shoppe for the claims that this settlement resolves. You must exclude yourself from *this* Class to start or continue your own lawsuit.

13. How do I get out of the settlement?

To exclude yourself from the settlement, you must submit a letter by mail or via the website, www.supplementsettlement.com, saying that you want to be excluded from *Scheuerman v. Vitamin Shoppe Industries, Inc., d/b/a Vitamin Shoppe, Inc.*, Superior Court of the State of California, County of Los Angeles, No. BC592773. Be sure to include your name, address, the approximate date of purchase, and your signature. You can't ask to be excluded via the phone. You must submit your exclusion request online so it is received by **September 23, 2016** or if mailed, postmarked no later than **September 23, 2016** to:

Vitamin Shoppe Settlement Exclusions
1801 Market Street, Suite 660
Philadelphia, PA 19103

Requests to opt-out that do not include all required information and/or that are not submitted on a timely basis, will be deemed null, void, and ineffective. Settlement Class Members who fail to submit a valid and timely Request for Exclusion on or before the Objection/Exclusion Deadline shall be bound by all terms of the settlement and any Final Judgment entered in this Action if the Settlement is approved by the Court, regardless of whether they ineffectively or untimely requested exclusion from the settlement.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in the case?

The Court has designated the lawyers at KAZEROUNI LAW GROUP, APC and HYDE & SWIGART to represent you as "Class Counsel." You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

15. How will the costs of the lawsuit and settlement be paid?

The Settlement Administrator's and Notice Provider's costs and fees associated with administering the Settlement, including all costs associated with providing the Notice of Settlement, will be paid by Vitamin Shoppe. Class Counsel's reasonable attorneys' fees, in an amount not to exceed \$170,000, and reasonable documented costs related to obtaining the settlement in an amount consistent with California law will also be paid by Vitamin Shoppe, subject to Court approval. The Class Representative will also request that the Court approve a payment to her of up to \$2,500 to be paid by Vitamin Shoppe, as an incentive award for her participation as the Class Representative, for taking on the risk of litigation, and for settlement of her individual claims as a Class Member in this Action. These amounts are subject to Court approval and the Court may award less than these amounts.

QUESTIONS? CALL 1-844-762-5393 OR VISIT www.SupplementSettlement.com

OBJECTING TO THE SETTLEMENT

You can tell the Court if you don't agree with the settlement or some part of it.

16. How do I tell the Court if I don't like the settlement?

You can object to the settlement if you don't like some part of it. You must give reasons why you think the Court should not approve it. To object, send a letter saying that you object to *Scheuerman v. Vitamin Shoppe Industries, Inc., d/b/a Vitamin Shoppe, Inc.*, Los Angeles County Superior Court, No. BC592773. Be sure to include your name, address, telephone number, your signature, the reasons why you object to the settlement, all documents you want the Court to consider, and indicate whether you or your attorney will appear at the fairness hearing (see the section on the "Court's Fairness Hearing" below). **Mail the objection to the Settlement Administrator at the address below so that it is postmarked no later than September 23, 2016:**

SETTLEMENT ADMINISTRATOR	
Vitamin Shoppe Objections 1801 Market Street, Suite 660 Philadelphia, PA 19103	
CLASS COUNSEL	DEFENSE COUNSEL
Abbas Kazerounian, Esq. KAZEROUNI LAW GROUP, APC 245 Fischer Avenue, Suite D1 Costa Mesa, CA 92626 Jessica R. K. Dorman, Esq. Joshua B. Swigart, Esq. HYDE & SWIGART 2221 Camino Del Rio South Suite 101 San Diego, CA 92108-3551	Angel A. Garganta, Esq. VENABLE LLP 505 Montgomery Street Suite 1400 San Francisco, CA 94111

17. What's the difference between objecting and excluding?

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

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. If you have filed an objection on time you may attend and you may ask to speak, but you don't have to.

18. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at 10:00 a.m. on **November, 8, 2016**, at Los Angeles County Superior Court. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.SupplementSettlement.com. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The judge will only listen to people who have asked to speak at the hearing (see Question 20). The Court will also decide how much to pay the Class Representative and the lawyers representing Class Members. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the judge may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. If you have sent an objection but do not come to the Court hearing, however, you will not have a right to appeal an approval of the settlement. You may also pay another lawyer to attend on your behalf, but it's not required.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intent to Appear in the *Scheuerman v. Vitamin Shoppe Industries, Inc.* litigation." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intent to Appear must be postmarked no later than **September 23, 2016**, and be sent to the addresses listed in Question 16. You cannot speak at the hearing if you excluded yourself from the Class.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you are a Class Member and do nothing, you will not receive a payment from this settlement. And, 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 Vitamin Shoppe about the claims in this case, ever again.

GETTING MORE INFORMATION

22. How do I get more information?

This notice summarizes the proposed settlement. More details are in the Second Amended Settlement Agreement. You can get a copy of the Second Amended Settlement Agreement, download a Claim Form and review additional case information at www.SupplementSettlement.com. You may also call toll-free 1-844-762-5393.

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