

ITEM 3

LITIGATION

PENDING ACTIONS

Kevin Gioia and Aurelio Batista v. GNC Holdings, Inc. (U.S. District Court, Southern District of California, Case No. 3:15-CV-2871). On February 19, 2015, Plaintiffs filed this putative class action lawsuit alleging causes of action for (a) unfair methods of competition in violation of California Civil Code Section 1770(a)(5), (b) unfair or fraudulent business practices under California's Unfair Competition Law, (c) untrue or misleading advertising under California's False Advertising Law, (d) under New York's Deceptive Acts or Practices Law and for negligent misrepresentation. Plaintiffs allege that certain products manufactured and carried by GNC are packaged in a deceptive and misleading manner, in that the packaging is opaque and contains "slackfill" (an area of empty space in a bottle or package). Plaintiffs are seeking both injunctive relief and unspecified compensatory and punitive monetary damages and attorneys' fees.

James Martin v. GNC Holdings, Inc., Joseph M. Fortunato, Michael M. Nuzzo, Andrew S. Drexler, Michael G. Archbold, Tricia K. Tolivar and Patrick A. Fortune (U.S. District Court for the District of Oregon, Case No. 15-2037). On November 19, 2015, Plaintiff filed this putative class action lawsuit, which was the subject of an amended complaint filed on March 21, 2016, alleging causes of action for Defendants' alleged violations of Section 10(b) and Rule 10b-5 under the Securities Exchange Act of 1934 (the "Exchange Act") and, with respect to the individual Defendants, Section 20(a) of the Exchange Act. Plaintiffs allege that certain disclosures regarding the effectiveness of the Company's disclosure controls and procedures were materially false and misleading in that they failed to disclose that the Company had sold third-party manufactured products that Plaintiff alleges were adulterated and unlawful because they contained the ingredients picamilon and BMPEA and that declines in the market value of the Company's securities resulted from the Defendants' alleged unlawful acts and omissions. Plaintiff seeks unspecified monetary damages and attorneys' and experts' fees and costs.

Cole Williams and Novack Lazare v. General Nutrition Centers, Inc. and General Nutrition Corp. (U.S. District Court, District of Connecticut, Case No. 3:14-CV-01429-VLB). On September 29, 2014, plaintiffs, former GNC employees, filed this putative class action alleging that GNC's policy of calculating overtime for certain non-exempt employees is in violation of the Connecticut Minimum Wage Act (CMWA), Conn Gen. Stat. s. 31-58 et seq. Plaintiffs allege that when they worked more than 40 hours a week, they were underpaid by virtue of GNC's application of an erroneous formula for calculating overtime compensation. Plaintiffs are seeking class certification, unspecified unpaid overtime compensation under the CMWA, liquidated damages under the CMWA, interest and attorneys' fees and costs.

David B. Gottesmann v. GNC Holdings, Inc., GNC Corporation, General Nutrition Corporation, General Nutrition Centers, Inc., and Constellation Brands U.S. Operations, Inc. d/b/a Constellation Wines U.S., Inc. (Circuit Court, 11th Judicial Circuit, Miami-Dade County, Florida, Case No. 2015-003636-CA-01). On or about May 29, 2015, plaintiff, a customer of GNC, filed this action alleging that he suffered myocardial infarction resulting from his use of Burn 60 dietary supplements manufactured and/or sold by defendants. Plaintiff claims that defendants' failure to warn and manufacture and/or sale of a defective product caused his injuries. Plaintiff alleges causes of action for negligence; strict liability; and violation of the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. s. 501.201 et seq., based on his allegations that defendants falsely represented to the public that Burn 60 was safe. The parties currently are engaged in discovery. Plaintiff is seeking unspecified compensatory and statutory damages, and attorneys' fees and costs.

Gina Potito v. Iovate Health Sciences Inc. and General Nutrition Corporation (Circuit Court for the 13th Judicial Circuit, Hillsborough County, Case No. 13CA002583). On February 18, 2013, Plaintiff filed this lawsuit against defendants as a result of injuries allegedly sustained from her consumption of the product Hydroxycut Max manufactured by Iovate and sold in GNC Stores. Plaintiff alleges causes of action against Iovate for negligence, strict liability, breach of implied warranties and failure to warn, based on allegations that Iovate manufactured Hydroxycut Max in a defective and unsafe condition, knowing that the product could cause dangerous side effects. Plaintiff alleges a single cause of action for negligence against GNC based on the fact that plaintiff purchased the product from GNC. Plaintiff is seeking unspecified damages and attorneys' fees and costs.

Tawney L. Chevalier, et al. v. General Nutrition Centers, Inc. and General Nutrition Corporation (Court of Common Pleas, Allegheny County, Pennsylvania, No. 13-017194). On September 18, 2013, plaintiffs filed this putative class action lawsuit. Plaintiffs, former GNC store managers, allege that GNC's use of the fluctuating work week (FWW) method of calculating overtime compensation violates the Pennsylvania Minimum Wage Act (PMWA) and the Pennsylvania Wage Payment and Collection Law (PWPCL). Plaintiffs are seeking damages and other relief. The parties filed cross motions for summary judgment on March 3, 2014. On October 20, 2014, the court granted plaintiffs' motion for summary judgment and denied GNC's motion for summary judgment. The court held that the PMWA and its implementing regulations did not directly answer the question of whether the FWW method was lawful, but concluded that the FWW method was not consistent with the public policy objectives of the PMWA. On July 15, 2015, the court certified this case as a class action.

Andre S. Hines v. General Nutrition Centers, Inc. and General Nutrition Corporation (Court of Common Pleas, Philadelphia County, Pennsylvania, No. 131202213). On December 17, 2013, plaintiff filed this putative class action lawsuit. Plaintiff, a former GNC store manager, alleges that GNC's use of the fluctuating work week method of calculating overtime compensation violates the Pennsylvania Minimum Wage Act. Plaintiff is seeking damages and other relief. Upon motion by GNC, this case was transferred to the Court of Common Pleas of Allegheny County on March 26, 2014 for coordination with the Chevalier matter described above.

Jason Olive v. General Nutrition Corp. (Superior Court, State of California, County of Los Angeles, Case No. BC482686). On April 11, 2012, plaintiff filed this action alleging misappropriation of likeness. Plaintiff, who had been used as a model in GNC's 2011 advertising campaign, alleges that Defendant continued to use his image in stores after the expiration of the license to do so. Plaintiff seeks compensatory statutory, and punitive damages, and attorney's fees and costs. The parties are currently engaged in discovery. A previously set trial date of April 2, 2014 was vacated and no further trial date has yet been set. Trial in this matter is scheduled for July 11, 2016.

Harold Baez-Hernandez v. General Nutrition Corporation, GNC Store #1663, and Maximum Human Performance, LLC (Circuit Court, 9th Judicial Circuit, Osceola County, Florida). On August 7, 2014, plaintiff filed this action alleging that he suffered a liver injury as a result of consuming Probolic-SR manufactured and/or sold by defendants. Plaintiff claims that defendants misled plaintiff about the safety of the product and failed to warn him of the dangers associated with the product. Plaintiff alleges causes of action for strict product liability (defective design and failure to warn), negligence, and breach of express and implied warranties. Plaintiff is seeking unspecified damages.

Jane Wu, et al. v. General Nutrition Corporation (Superior Court of California, Orange County, Case No. 30-2012-00593759-CU-OE-CXC). On August 24, 2012, former employee, Jane Wu, individually and on behalf of all others similarly situated, sued General Nutrition Corporation in the Superior Court of Orange County, California, alleging that certain GNC vacation payment policies and practices upon termination violated the California Labor Code and Business and Professions Code section 17200, et seq.,

and seeking unpaid vacation, waiting time penalties and attorneys' fees and costs. The parties agreed to stipulate to a settlement class for payment of the vacation wages and GNC paid the alleged unpaid vacation wages to the class members, but the parties have not agreed on waiting time penalties and attorneys' fees. On February 5, 2016, the Company and attorneys representing the putative class agreed in principle to a class-wide settlement pursuant to which the Company agreed to pay up to \$0.4 million, including attorneys' fees and costs. The settlement agreement remains subject to final agreement among the parties and to Court approval.

Jane Wu, et al. v. General Nutrition Corporation (Superior Court of California, Orange County. Case No. 30-2013-0648577). On May 6, 2013, a former GNC employee, Jane Wu, individually and on behalf of all others similarly situated filed a second case against General Nutrition Corporation in the Superior Court of Orange County, California, alleging that GNC's wage statements did not comply with California Labor Code 226 and seeking statutory penalties for each violation under California's Private Attorneys' General Act ("PAGA"), and attorneys' fees and costs. On February 25, 2015, GNC filed a motion to stay proceedings pending the outcome of the Brewer and Naranjo cases (see descriptions immediately below). On February 27, 2015, plaintiff filed a motion to certify the class. The court denied plaintiff's motion without prejudice. On July 24, 2015, the court issued an order staying the case pending the outcome of the Naranjo case. On September 18, 2015, the court lifted the stay with respect to plaintiff's PAGA claims.

Charles Brewer, et al. v. General Nutrition Corporation (U.S. District Court, Northern District of California, Case No. 11CV3587). On July 21, 2011, Charles Brewer, on behalf of himself and all others similarly situated, sued General Nutrition Corporation in federal court, alleging state and federal wage and hour claims. Plaintiffs are current and/or former employees of GNC employed at GNC stores. On October 7, 2011, plaintiff filed an eight-count amended complaint alleging, among other things, meal, rest break and overtime pay violations under the California Labor Code and the Fair Labor Standards Act. Plaintiffs also allege these violations constitute unfair business practices under California Business & Professional Code Section 17200 et seq. Plaintiffs are seeking general damages, special damages, restitution, premium pay penalties pursuant to California Labor Code Section 226, interest, and attorneys' fees and costs. On October 21, 2011, the Company filed a motion to dismiss the complaint and on December 14, 2011, the court dismissed count six (the federal overtime claim) giving plaintiffs an opportunity to amend the complaint within thirty days. On January 13, 2012, plaintiffs filed an eight-count second amended complaint. On January 27, 2012, GNC filed its answer to the second amended complaint. On January 7, 2013, the court conditionally certified a nationwide class of sales associates and assistant managers on plaintiffs' federal overtime claim. On April 5, 2013, plaintiffs filed their Third Amended Class Complaint alleging among other things, failure to provide rest and meal periods, waiting time penalties and failure to reimburse expenses under the California Labor Code. On May 1, 2013, GNC filed its answer to the Third Amended Complaint. On February 6, 2014, plaintiff filed a Motion to Certify a California-only Rule 23 class. We filed a motion to decertify the collective action on April 1, 2014. On November 12, 2014, the court granted in part and denied in part the plaintiff's motion to certify a California class and granted our motion for decertification of the class on the federal overtime claim. On May 19, 2015, plaintiffs filed a motion for partial summary judgment as to liability for noncompliant wage statements pursuant to the California Labor Code, liability for failure to provide meal periods pursuant to the California Labor Code and liability for the GNC's failure to pay final wages on time pursuant to the California Labor Code. On June 9, 2015, GNC filed its response to plaintiffs' motion for partial summary judgment, and a cross motion for partial summary judgment as to plaintiffs' cause of action relating to final pay under the California Labor Code. In its August 27, 2015 order granting in part and denying in part the parties' motions for partial summary judgment, the court granted plaintiffs' motion for partial summary judgment as to liability for noncompliant wage statements. On September 18, 2015, Plaintiffs filed their proposed trial plan. Trial is currently set for November 2, 2015. On February 5, 2016, the Company and attorneys representing the putative class agreed to a class-wide settlement pursuant to which the Company agreed to pay up to \$9.1

million, including attorneys' fees and costs. The court has granted the motion for preliminary approval of the Brewer settlement, and the final approval hearing is scheduled for August 23, 2016.

Elizabeth Naranjo et al. v. General Nutrition Corporation (Superior Court of California, Alameda County, Case No. RG-12619626). On February 29, 2012, former Senior Store Manager, Elizabeth Naranjo, individually and on behalf of all others similarly situated, sued General Nutrition Corporation in the Superior Court of Alameda County, California. The complaint contains eight causes of action, alleging, among other things, meal, rest break and overtime pay violations under the California Labor Code. Plaintiffs also allege these violations constitute unfair business practices under California Business & Professional Code Section 17200 et seq. Plaintiffs are seeking declaratory relief; injunctive relief prohibiting GNC from committing the alleged violations in the future; an equitable accounting to restore all current and former employees the wages they are due; compensatory damages, including lost wages; interest; and attorneys' fees and costs. On April 16, 2012, the Company filed its answer to the complaint. On October 22, 2014, the court granted the plaintiff's motion to certify a class of approximately 900 current and former managers. On May 1, 2015, plaintiffs filed their proposed trial plan, and on May 15, 2015, GNC filed objections to plaintiffs' trial plan. At the August 25, 2015 case management conference, plaintiffs indicated that they would like to request leave to file a Second Amended Complaint to add a claim under California's Private Attorneys' General Act. Based on this representation, the court stated that it would continue further discussions regarding plaintiffs' trial plan until after the parties had resolved the pleadings. The next case management conference is set for January 14, 2016. GNC is currently awaiting plaintiffs' motion for leave to file a Second Amended Complaint.

Picamilon/BMPEAA Cases. GNC is party to a putative class action lawsuit in Florida state court, Isabelle Romero and Melissa Romero v. General Nutrition Corporation, et al. (Circuit Court for the 17th Judicial Circuit in and for Broward County, Florida, Case No. 34117379), which was filed on November 5, 2015, in which Plaintiffs, GNC customers, allege various causes of action, including among others for violation of the Florida Drug and Cosmetics Act and Florida's Deceptive and Unfair Trade Practices Act in connection with their alleged purchase from GNC of third-party manufactured products containing the ingredients picamilon and/or BMPEAA, which Plaintiffs claim are not approved for sale in the U.S. Plaintiffs are seeking both injunctive relief and unspecified compensatory and punitive monetary damages and attorneys' fees.

Additionally, since October 2015, GNC has been named in five putative class action lawsuits filed in federal court, also alleging various causes of action related to the Company's sale of products containing the ingredients picamilon and/or BMPEAA. By order dated December 29, 2015, the United States Judicial Panel on Multi-District Litigation consolidated the pending actions in the U.S. District Court for the Western District of Pennsylvania (No. 2:15-cv-1391). A more detailed description of the individual cases follows:

- Daniel Hubert v. General Nutrition Corporation (U.S. District Court for the Western District of Pennsylvania, Case No: 2:15-cv-01391). On October 27, 2015, Plaintiff, a GNC customer, filed this putative class action lawsuit alleging causes of action for violation of the Texas Deceptive Trade Practices Act and for unjust enrichment, based on Plaintiff's allegations that third-party manufactured products sold by GNC in Texas and elsewhere in the U.S. were adulterated and unlawful because they contained either picamilon or BMPEA, which Plaintiff alleges may not be lawfully used in dietary supplements. Plaintiff is seeking both injunctive relief and unspecified compensatory and punitive monetary damages and attorneys' fees.
- Robert Brooks v. GNC Holdings, Inc. (U.S. District Court for the Western District of Pennsylvania, Case No. 2:15-cv-01424-MRH). On October 30, 2015, Plaintiff, a GNC customer, filed this putative class action lawsuit alleging causes of action for violation of California's Unfair Competition Law

and the California Consumer Legal Remedies Act, as well as for unjust enrichment and breach of warranty in connection with GNC's marketing and sale of third-party manufactured products containing the ingredients picamilon and/or BMPEA, which Plaintiff alleges were not lawful dietary ingredients. Plaintiff is seeking both injunctive relief and unspecified monetary damages including attorneys' fees.

- Jeff Johnston v. General Nutrition Corporation (U.S. District Court for the Western District of Pennsylvania, Case No. 15-1562). On December 1, 2015, Plaintiff, a GNC customer, filed this putative class action lawsuit alleging causes of action for negligent misrepresentation, design defect, unjust enrichment and violation of the Michigan Consumer Protection Act based on GNC's marketing and sale of third-party manufactured products containing the ingredients picamilon and/or BMPEA, which Plaintiff alleges were not lawful dietary ingredients. Plaintiff is seeking both injunctive relief and unspecified monetary damages including attorneys' fees.

- Chris Lynch v. General Nutrition Corporation (U.S. District Court for the Western District of Pennsylvania, Case No. 2:15-cv-01466-NBF). On November 9, 2015, Plaintiff, a GNC customer, filed this putative class action lawsuit alleging causes of action for negligent misrepresentation, design defect, unjust enrichment and violation of Iowa's Consumer Frauds Act based on GNC's marketing and sale of third-party manufactured products containing the ingredients picamilon and/or BMPEA, which Plaintiff alleges were not lawful dietary ingredients. Plaintiff is seeking both injunctive relief and unspecified monetary damages including attorneys' fees.

- Kyle Eager v. General Nutrition Corporation (U.S. District Court for the Western District of Pennsylvania, Case No. 15-cv-01642). On December 14, 2015, Plaintiff, a GNC customer, filed this putative class action lawsuit alleging causes of action for alleged violations of Pennsylvania's Unfair Trade Practices Act and Consumer Protection law, unjust enrichment, breach of implied warranty and alleged violations of California's Unfair Competition Law and California's Consumers Legal Remedies Act based on GNC's marketing and sale of third-party manufactured products containing the ingredients picamilon and/or BMPEA, which Plaintiff alleges were not lawful dietary ingredients. Plaintiff is seeking both injunctive relief and unspecified monetary damages including attorneys' fees.

DMAA/Aegeline Cases. Prior to December 2013, we sold products manufactured by third parties that contained derivatives from geranium known as 1,3-dimethylpentylamine/dimethylamylamine/13-dimethylamylamine, or "DMAA," which were recalled from our stores in November 2013, and/or Aegeline, a compound extracted from bael trees. As of April, 2015, we were named in 28 lawsuits (each is described immediately below) involving products containing DMAA and/or Aegeline. As a general matter, the proceedings associated with the personal injury cases, which generally seek indeterminate money damages, are in the early stages, and any losses that may arise from these matters are not probable or reasonably estimable at this time. We are contractually entitled to indemnification by our third-party vendors with regard to these matters, although our ability to obtain full recovery in respect of any such claims against it is dependent upon the creditworthiness of the vendors and/or their insurance coverage and the absence of any significant defenses available to its insurer.

Kuulei Hirota v. General Nutrition Corporation, USPLabs, LLC, and SK Laboratories (First Circuit Court, State of Hawaii, Case No. 15-1-0847-05). On May 1, 2015, plaintiff filed this action alleging that plaintiff suffered biliary cirrhosis, hepatitis and jaundice as a result of consuming OxyElite Pro manufactured and/or sold by defendants. This product contained Aegeline. Plaintiff alleges causes of action for strict product liability, negligence, negligent design, failure to warn, and intentional and negligent infliction of emotional distress. Plaintiff is seeking unspecified compensatory, special and general damages, punitive damages, interest, and attorneys' fees and costs. The parties conducted an unsuccessful mediation on September 25, 2015 and September 28, 2015. The case is currently stayed until June 16, 2016.

Ronsonnette P.C. Smith-Marras v. General Nutrition Corporation, USPLabs, LLC, and SK Laboratories, Inc. (United States District Court for the District of Hawaii, Case No. CV14-00367). On October 24, 2014, plaintiff filed this action alleging that her mother died of liver failure as a result of consuming OxyElite Pro manufactured and/or sold by defendants. This product contained Aegeline. Plaintiff alleges causes of action for wrongful death, intentional infliction of emotional distress, and negligent infliction of emotional distress. Plaintiff is seeking unspecified compensatory, special and general damages, punitive damages, interest, and attorneys' fees and costs. The parties conducted an unsuccessful mediation on September 25, 2015 and September 28, 2015. The case is currently stayed until June 16, 2016.

Kenneth Waikiki v. USPLabs, LLC, Jonathan Vincent Doyle, Jacob Geissler, USPLabs OxyElite, LLC, USPLabs OxyElite PN, LLC, USPLabs Holding, LLC, GNC Corporation et al. (United States District Court for the District of Hawaii, Case No. CV13-00639). On November 21, 2013, plaintiff, a GNC store customer, filed a complaint against GNC alleging that plaintiff suffered liver failure that required liver transplant surgery and related injuries after consuming OxyElite Pro Super Thermo manufactured by USPLabs and sold by USPLabs and GNC. This product contained DMAA. Plaintiff alleges causes of action for negligence, strict products liability – manufacturing defect, defective design and failure to warn, breach of implied warranties and punitive damages. Plaintiff seeks generally unspecified compensatory damages for medical and care expenses, loss of earnings (and/or profits), other economic loss, and non-economic damages, post-judgment and pre-judgment interest, costs and punitive damages. Defendants filed a motion to dismiss Waikiki's complaint on February 18, 2014, and refiled that motion on May 21, 2014. The initial Rule 16 scheduling conference was held on May 21, 2014. On August 29, 2014, Defendants' motion to dismiss was denied by the court. The parties are currently engaged in discovery. This case was stayed for a short period of time in connection with defendant USPLabs' efforts to have the OxyElite Pro litigation centralized with the Judicial Panel on Multidistrict Litigation. Those efforts were ultimately unsuccessful. Accordingly, this case has been returned to the normal trial track in the District of Hawaii. This lawsuit was scheduled for trial in November 2015. The parties conducted an unsuccessful mediation on September 25, 2015 and September 28, 2015. The case is currently stayed until June 16, 2016.

Gay Anne K. Mattson v. USPLabs, LLC, Jonathan Vincent Doyle, Jacob Geissler, USPLabs OxyElite, LLC, USPLabs OxyElite PN, LLC, GNC Corporation et al. (United States District Court for the District of Hawaii, Case No. CV14-00032). On January 23, 2014, plaintiff, a GNC store customer, filed a complaint against GNC alleging that plaintiff suffered hepatitis and related injuries after consuming OxyElite Pro Super Thermo manufactured by USPLabs and sold by USPLabs and GNC. This product contained DMAA. Plaintiff alleges causes of action for negligence, strict products liability – manufacturing defect, defective design, and failure to warn, and breach of implied warranty. Plaintiff seeks generally unspecified compensatory damages for medical and care expenses, loss of earnings (and/or profits), other economic loss, and non-economic damages, post-judgment and pre-judgment interest, costs and punitive and treble damages. Defendants filed a motion to dismiss the complaint April 28, 2014. The Initial Rule 16 scheduling conference for this matter was held on May 21, 2014. The court denied Defendants' motion to dismiss on August 13, 2014. The parties conducted an unsuccessful mediation on September 25, 2015 and September 28, 2015. The case is currently stayed until June 16, 2016.

Melissa Igafo v. USPLabs, LLC, Jonathan Vincent Doyle, Jacob Geissler, USPLabs OxyElite, LLC, USPLabs OxyElite PN, LLC, GNC Corporation et al. (United States District Court for the District of Hawaii, Case No. CV14-00030). On January 23, 2014, plaintiff, a GNC store customer, filed a complaint against GNC alleging that plaintiff suffered hepatitis and related injuries after consuming OxyElite Pro Super Thermo manufactured by USPLabs and sold by USPLabs and GNC. This product contained DMAA. Plaintiff alleges causes of action for negligence, strict products liability – manufacturing defect, defective design, and failure to warn, and breach of implied warranty. Plaintiff seeks generally unspecified compensatory damages for medical and care expenses, loss of earnings (and/or profits), other economic loss, and non-economic damages, post-judgment and pre-judgment interest, costs and punitive and treble

damages. Defendants filed a motion to dismiss the complaint April 28, 2014. The Initial Rule 16 scheduling conference for this matter was held on May 21, 2014. The court denied Defendants' motion to dismiss on August 18, 2014. The parties conducted an unsuccessful mediation on September 25, 2015 and September 28, 2015. The case is currently stayed until June 16, 2016.

Nicholas Akau v. USPLabs, LLC, Jonathan Vincent Doyle, Jacob Geissler, USPLabs OxyElite, LLC, USPLabs OxyElite PN, LLC, GNC Corporation et al. (United States District Court for the District of Hawaii, Case No. CV14-00029). On January 23, 2014, plaintiff, a GNC store customer, filed a complaint against GNC alleging that plaintiff suffered hepatitis, acute liver failure and related injuries after consuming OxyElite Pro Super Thermo manufactured by USPLabs and sold by USPLabs and GNC. This product contained DMAA. Plaintiff alleges causes of action for negligence, strict products liability – manufacturing defect, defective design, and failure to warn, and breach of implied warranty. Plaintiff seeks generally unspecified compensatory damages for medical and care expenses, loss of earnings (and/or profits), other economic loss, and non-economic damages, post-judgment and pre-judgment interest, costs and punitive and treble damages. Defendants filed a motion to dismiss the complaint on April 28, 2014. The Initial Rule 16 scheduling conference for this matter was held on May 21, 2014. The court denied Defendants' motion to dismiss on August 18, 2014. The parties conducted an unsuccessful mediation on September 25, 2015 and September 28, 2015. The case is currently stayed until June 16, 2016.

Calvin Ishihara v. USPLabs, LLC, Jonathan Vincent Doyle, Jacob Geissler, USPLabs OxyElite, LLC, USPLabs OxyElite PN, LLC, GNC Corporation et al. (United States District Court for the District of Hawaii, Case No. CV14-00031). On January 23, 2014, plaintiff, a GNC store customer, filed a complaint against GNC alleging that plaintiff suffered hepatitis and related injuries after consuming OxyElite Pro Super Thermo manufactured by USPLabs and sold by USPLabs and GNC. This product contained DMAA. Plaintiff alleges causes of action for negligence, strict products liability – manufacturing defect, defective design, and failure to warn, and breach of implied warranty. Plaintiff seeks generally unspecified compensatory damages for medical and care expenses, loss of earnings (and/or profits), other economic loss, and non-economic damages, post-judgment and pre-judgment interest, costs and punitive and treble damages. Defendants filed a motion to dismiss the complaint April 28, 2014. The Initial Rule 16 scheduling conference for this matter was held on May 21, 2014. The court denied Defendants' motion to dismiss on August 29, 2014. The parties conducted an unsuccessful mediation on September 25, 2015 and September 28, 2015. The case is currently stayed until June 16, 2016.

Mereane Carlisle, Charles Paio, Chanelle Valdez, Janice Fevella, and Christiano Mariano v. USPLabs, LLC, et al (United States District Court for the District of Hawaii, Case No. CV14-00029). On January 23, 2014, plaintiffs filed a complaint that they suffered liver failure and/or hepatitis after consuming OxyElite Pro manufactured on behalf of USPLabs. Three of the plaintiffs claim to be GNC customers. The product contained Aegeline. Plaintiffs allege causes of action for negligence, strict products liability (manufacturing defect, defective design, and failure to warn) and breach of implied warranty. Plaintiffs seek unspecified compensatory damages for medical and care expenses, loss of earnings (and/or profits), other economic loss, and non-economic damages, post-judgment and pre-judgment interest, costs and punitive and treble damages. The parties conducted an unsuccessful mediation on September 25, 2015 and September 28, 2015. The case is currently stayed until June 16, 2016.

Nichole Davidson, William Dumlao, Gina Martin, Lee Ann Miranda, Yuka Colescott, Sherine Cortinas, and Shawna Nishimoto v. USPLabs, LLC, et al. (United States District Court for the District of Hawaii, Case No. CV14-00364). On August 15, 2014, plaintiffs, all alleged GNC customers, filed a complaint that they suffered liver failure and/or hepatitis after consuming OxyElite Pro manufactured on behalf of USPLabs. The product contained Aegeline. Plaintiffs allege causes of action for negligence, strict products liability (manufacturing defect, defective design, and failure to warn), and breach of implied warranty. Plaintiffs seek unspecified compensatory damages for medical and care expenses, loss of

earnings (and/or profits), other economic loss, and non-economic damages, post-judgment and pre-judgment interest, costs and punitive and treble damages. The parties conducted an unsuccessful mediation on September 25, 2015 and September 28, 2015. The case is currently stayed until June 16, 2016.

Rodney Ofisa, Christine Mosca, Margaret Kawamoto as guardian for Jane Kawamoto (a minor), Ginny Pia, Kimberlynn Tom, Faituitasi Tuioti, Irineo Rabang, and Tihane Laupola v. USPLabs, LLC, et al. (United States District Court for the District of Hawaii, Case No. CV14-00365). On August 15, 2014, plaintiffs, six of whom are alleged GNC customers, filed a complaint that they suffered liver dysfunction and/or hepatitis after consuming OxyElite Pro manufactured on behalf of USPLabs. The product contained Aegeline. Plaintiffs allege causes of action for negligence, strict products liability (manufacturing defect, defective design, and failure to warn) and breach of implied warranty. Plaintiffs seek unspecified compensatory damages for medical and care expenses, loss of earnings (and/or profits), other economic loss, and non-economic damages, post-judgment and pre-judgment interest, costs and punitive and treble damages. The parties conducted an unsuccessful mediation on September 25, 2015 and September 28, 2015. The case is currently stayed until June 16, 2016.

Keahi Pavao, Derek Kamiya, as personal representative of the Estate of Sonnette Marras, Gary Powell, on behalf of and as conservator for M.P.C.F.S.M., a minor child, R.P.O.C.S.S.M., a minor child, M.P.C.I.H.S.M., a minor child, M.K.C.S.M., a minor child, Michael Soriano, and Lance Taniguchi v. USPLabs, LLC, et al. (United States District Court for the District of Hawaii, Case No. CV14-00367). On August 15, 2014, plaintiffs, alleged GNC customers, filed a complaint that they suffered liver failure, allegedly resulting in either a liver transplant, death or liver dysfunction, after consuming OxyElite Pro manufactured on behalf of USPLabs. The product contained Aegeline. Plaintiffs allege causes of action for negligence, strict products liability (manufacturing defect, defective design, and failure to warn), and breach of implied warranty. Plaintiffs seek unspecified compensatory damages for medical and care expenses, loss of earnings (and/or profits), other economic loss, and non-economic damages, post-judgment and pre-judgment interest, costs and punitive and treble damages. The parties conducted an unsuccessful mediation on September 25, 2015 and September 28, 2015. The case is currently stayed until June 16, 2016.

Palani Pantohan, Deborah Cordeiro, J Royal Kanamu, Brent Pascua, Christie Shiroma, Justan Chun, Kasey Grace, and Adam Miyasato v. USPLabs, LLC, et al (United States District Court for the District of Hawaii, Case No. CV14-00366). On August 15, 2014, plaintiffs, four of whom are alleged GNC customers, filed a complaint that they suffered liver dysfunction and/or hepatitis after consuming OxyElite Pro manufactured on behalf of USPLabs. The product contained Aegeline. Plaintiffs allege causes of action for negligence, strict products liability (manufacturing defect, defective design, and failure to warn), and breach of implied warranty. Plaintiffs seek unspecified compensatory damages for medical and care expenses, loss of earnings (and/or profits), other economic loss, and non-economic damages, post-judgment and pre-judgment interest, costs and punitive and treble damages. The parties conducted an unsuccessful mediation on September 25, 2015 and September 28, 2015. The case is currently stayed until June 16, 2016.

Justin Carolyne, Timothy Hepworth, Marcus Harkins, Derek Mitchell, Byron Nuthall, Michael Garcia, Lawrence Siegel, Jacinta Little, Mark Hershkowitz, Brian West, William Jeton, Julia Lopez, Liam Jakacki, Troy Hixon, Kyrie Terry, Steven Milazzo, and Sarah Lechner on behalf of and as Representative for Marc Lechner v. USPLabs, LLC, Jonathan Vincent Doyle (an individual), Jacob Geissler (an individual), USPLabs Jack3d, LLC, USPLabs OxyElite, LLC, USPLabs Holding, LLC, GNC Corporation, the Vitamin Shoppe, Vitamin Shoppe Industries, Inc., Bodybuilding.com, LLC, Super Supplements, Inc., Max Muscle Marketing, Inc., Rite Aid Corporation, Natural Alternatives International, Inc., and Does 1-500, Inclusive (Los Angeles Superior Court, Case No. BC508212; US District Court for the Central District of California, Case No. 2:14-cv-00620-SJO-JCG). Plaintiffs, consisting of a group of alleged consumers of GNC products, initiated this action on May 8, 2013 alleging that they suffered injuries after ingesting the products under names including Jack3d and/or OxyElite, which are manufactured by USPLabs and

distributed by GNC. These products contained DMAA. The Complaint alleges causes of action for negligence, strict products liability (defective design), strict products liability (failure to warn), breach of express warranty, breach of implied warranty, and unlawful business acts and practices in violation of California Business and Professions Code section 17200. Plaintiffs generally seek unspecified compensatory and punitive damages, interest, attorneys' fees and costs. On July 2, 2013, the plaintiffs filed an amended complaint adding Kemp d/b/a Max Sports Nutrition and Kept d/b/a Max Muscle. The matter was removed to federal court by defendants. The federal court granted a motion to remand the matter, and the matter was remanded to state court on April 4, 2014. Defendants have filed a petition to appeal the remand. On or about November 2014, Plaintiffs requested a JCCP be formed so that coordinated proceedings could be held in California pursuant to Rule 3.550. The case is currently stayed by order of the court in the California state court coordinated action dated January 21, 2016.

Ka Wing Tsui and John McCutchen v. USPLabs, LLC et al. (California Superior Court, Los Angeles County, Case No. BC 559542). Plaintiffs filed this action on October 3, 2014, seeking monetary relief and injunctive relief in connection with Defendants' sale of OxyElite. The product contained Aegeline, which they claim is dangerous and sold pursuant to deceptive and unfair practices. Plaintiffs allege causes of action for violations of various California consumer protection laws in the California Business and Professions Code, breach of express and implied warranties, and strict liability. Plaintiffs moved to include this case in the JCCP currently pending in Los Angeles County on April 8, 2015. In early 2015, Plaintiffs requested this matter be added to the JCCP and that request was granted. The case is currently stayed by order of the court in the California state court coordinated action dated January 21, 2016.

Jeremy Reed, Timothy Anderson, Dan Anderson, Nadia Black, Michael Cenicola, Anil D'Souza, Jason Jaramillo, Kevin Mullen, Chris Nee, Paul Neidigh, Jeffrey Donato, Melissa Miller, Joe Morris, John Obst, Jonathan Asahi, Lasagon Magee, Torrey Hampton and Zell Johnson v. USPLabs, LLC, Jonathan Vincent Doyle (an individual), Jacob Geissler (an individual), USPLabs Jack3d, LLC, USPLabs OxyElite, LLC, USPLabs Holding, LLC, GNC Corporation, the Vitamin Shoppe, Vitamin Shoppe Industries, Inc., J&N Nutrition LLC d/b/a Nutrishop Norco, Nutrishop, Inc., Natural Alternatives International, Inc. (US District Court Southern District of California, Case No. 3:13cv3135-JLS-DHB). Plaintiffs, consisting of a group of alleged consumers of GNC products, initiated this action on November 4, 2013 alleging that they suffered injuries after ingesting the products under names including Jack3d and/or OxyElite, which are manufactured by USPLabs and distributed by GNC. These products contained DMAA. The Complaint alleges causes of action for negligence, strict products liability (defective design), strict products liability (failure to warn), breach of express warranty, breach of implied warranty, and unlawful business acts and practices in violation of California Business and Professions Code section 17200. Plaintiffs generally seek unspecified compensatory and punitive damages, interest, attorneys' fees and costs. On December 23, 2013, defendants filed a Notice of Removal for various defendants. On January 3, 2014, plaintiffs filed a motion to remand the case back to state court. The court granted plaintiffs' motion to remand, and remanded the case back to the Superior Court of California for the County of San Diego on August 11, 2014. On or about November 2014, Plaintiffs requested a JCCP be formed so that coordinated proceedings could be had in California pursuant to Rule 3.550. The case is currently stayed by order of the court in the California state court coordinated action dated January 21, 2016.

Thomas Park v. USPLabs, LLC et al. (California Superior Court, San Diego County, Case No., 37-2014-00010924). Plaintiff filed this action on April 10, 2014, alleging that he purchased OxyElite Pro, containing DMAA, from GNC and another outlet, IN2IT Franchising. Plaintiff alleges that as a result of needing to lose weight rapidly in order to qualify for the Navy, he consumed OxyElite. He further alleges that he required a liver transplant due to his consumption of the product. Plaintiff alleges causes of action for strict liability (design defect), strict liability (failure to warn), breach of implied warranties, breach of express warranties, negligence, deceit by concealment and negligent misrepresentation. Plaintiff seeks

unspecified compensatory damages for medical and care expenses, loss of earnings (and/or profits), other economic loss, and non-economic damages, post-judgment and pre-judgment interest, costs and punitive damages. The case is currently stayed by order of the court in the California state court coordinated action dated January 21, 2016.

Roel Vista, Amy Pressley-Gray, Jana Price, Jean Bisbee, James Blain, Charles Coen, Andrew Dixon, and Israel Felix v. USPLabs, LLC et al., California Superior Court, Santa Clara County (Case No. 115-CV-278046). Plaintiffs, alleged consumers of GNC products, filed this action on March 13, 2015 seeking monetary relief and injunctive relief in connection with Defendants' sale of OxyElite. The product contained Aegeline, which they claim is dangerous and sold pursuant to deceptive and unfair practices. Plaintiffs allege causes of action for violations of various California consumer protection laws in the California Business and Professions Code, breach of express and implied warranty, and strict liability. On April, 8, 2015, plaintiffs moved to include this case in the JCCP currently pending in Los Angeles County. The case is currently stayed by order of the court in the California state court coordinated action dated January 21, 2016.

Susan Straub, individual, and as Administratrix of the Estate of Shane Straub v. USPLabs LLC and General Nutrition Holdings, Inc. (Court of Common Pleas of Philadelphia County, Case No. 14-0502403). On May 20, 2014, plaintiff filed this action behalf of herself, David Straub, and the estate of Shane Straub. Plaintiff alleges that on April 8, 2014, the decedent died as the result of hepatitis injury, abnormal liver failure, increased intracranial pressure, and blood infection due to consumption of a dietary supplement called OxyElite Pro Ultra, which is manufactured by USPLabs and sold by GNC. The complaint alleges that OxyElite Pro contains a form of Aegeline which is unreasonably dangerous to consumers such as the decedent and that as a direct and proximate result of using OxyElite Pro, the decedent suffered malignant hyperthermia which caused the decedent's death. The complaint alleges that USP and GNC were negligent in, and strictly liable for, the preparation, design, research, testing, development, manufacturing, inspection, labeling, marketing, promotion, advertising and selling of OxyElite Pro Ultra. The complaint also contains causes of action for breach of express and implied warranties, wrongful death of decedent, and intentional infliction of emotional distress on decedent's parents. Plaintiffs are seeking unspecified compensatory and punitive damages and costs.

Nicholas Olson, Adrian Chavez, Rebecca Fullerton, Robert Gunter, Davina Maes and Edwin Palm v. USPLabs, LLC et al. (California Superior Court, Orange County, Case No., 2014-00740258). Plaintiffs filed this action on August 18, 2014, in connection with defendants' sale of the products OxyElite and Jack3d. The products contained DMAA and Aegeline, which they claim are dangerous and sold pursuant to deceptive and unfair practices. Plaintiffs allege causes of action against GNC for negligence in the testing, inspection, packaging, promotion, marketing, distribution and/or sale of Jack3d and OxyElite, breach of express and implied warranties, and strict products liability for design defect and failure to warn. Plaintiffs are seeking economic and non-economic damages, punitive and treble damages, interest, and costs from GNC. The case is currently stayed by order of the court in the California state court coordinated action dated January 21, 2016.

Dennis Balila, Melinda Jean Collins, Janice Samson, Mia Fagley, Clayton Goo, Joliana Kurtz, and Mae Kwan v. USPLabs, LLC et al. (California Superior Court, San Diego County, Case No. 37-2015-00008455). Plaintiffs filed this action on March 13, 2015 seeking monetary relief and injunctive relief in connection with defendants' sale of OxyElite. The product contained Aegeline, which plaintiffs claim is dangerous and sold pursuant to deceptive and unfair practices. Plaintiffs allege causes of action for violations of various California consumer protection laws in the California Business and Professions Code, breach of express and implied warranty, and strict liability. Plaintiffs moved to include this case in the JCCP currently pending in Los Angeles County on April 8, 2015. The case is currently stayed by order of the court in the California state court coordinated action dated January 21, 2016.

Cuong Bahn, Ismael Flores, Chue Xiong, Leilani Groden, Trudy Jenkins, and Mary Hess v. USPLabs, LLC et al. (California Superior Court, Orange County, Case No. 30-2015-00776749). Plaintiffs filed this action on March 12, 2015 seeking monetary relief and injunctive relief in connection with defendants' sale of OxyElite. The product contained Aegeline, which plaintiffs claim is dangerous and sold pursuant to deceptive and unfair practices. Plaintiffs allege causes of action for violations of various California consumer protection laws in the California Business and Professions Code, breach of express and implied warranty, and strict liability. Plaintiffs moved to include this case in the JCCP currently pending in Los Angeles County on April 8, 2015. The case is currently stayed by order of the court in the California state court coordinated action dated January 21, 2016.

Alexis Billones, Austin Ashworth, Karen Litre, Nancy Murray, Wendy Ortiz, Edward Pullen, and Corazon Vu v. USPLabs, LLC et al. (California Superior Court, Los Angeles County, Case No. BC575264). Plaintiffs filed this action on March 13, 2015 seeking monetary relief and injunctive relief in connection with defendants' sale of OxyElite. The product contained Aegeline, which plaintiffs claim is dangerous and sold pursuant to deceptive and unfair practices. Plaintiffs allege causes of action for violations of various California consumer protection laws in the California Business and Professions Code, breach of express and implied warranty, and strict liability. Plaintiffs moved to include this case in the JCCP currently pending in Los Angeles County on April 8, 2015. The case is currently stayed by order of the court in the California state court coordinated action dated January 21, 2016.

Asofia Morales, Richard Owens, Lynn Campbell, Joseph Silagy, Delphine Smith-Dean, Nicole Stroud, Barrett Mincey and Amanda Otten v. USPLabs, LLC et al. (California Superior Court, Los Angeles County, Case No. BC575262). Plaintiffs filed this action on March 13, 2015 seeking monetary relief and injunctive relief in connection with defendants' sale of OxyElite. The product contained Aegeline, which plaintiffs claim is dangerous and sold pursuant to deceptive and unfair practices. Plaintiffs allege causes of action for violations of various California consumer protection laws in the California Business and Professions Code, breach of express and implied warranty, and strict liability. Plaintiffs moved to include this case in the JCCP currently pending in Los Angeles County on April 8, 2015. The case is currently stayed by order of the court in the California state court coordinated action dated January 21, 2016.

Laurie Nadura, Angela Abril-Guthmiller, Sarah Rogers, Jennifer Apes, Ellen Beedie, Edmundo Cruz and Christopher Almanza v. USPLabs, LLC et al. (California Superior Court, Monterey County, Case No. M131321). Plaintiffs filed this action on March 13, 2015 seeking monetary relief and injunctive relief in connection with defendants' sale of OxyElite. The product contained Aegeline, which plaintiffs claim is dangerous and sold pursuant to deceptive and unfair practices. Plaintiffs allege causes of action for violations of various California consumer protection laws in the California Business and Professions Code, breach of express and implied warranty, and strict liability. Plaintiffs moved to include this case in the JCCP currently pending in Los Angeles County on April 8, 2015. The case is currently stayed by order of the court in the California state court coordinated action dated January 21, 2016.

Cynthia Novida, Demetrio Moreno, Mee Yang, Tiffone Parker, Christopher Tortal, David Patton and Raymond Riley v. USPLabs, LLC et al. (California Superior Court, San Diego County, Case No. 37-2015-00008404). Plaintiffs filed this action on March 13, 2015 seeking monetary relief and injunctive relief in connection with defendants' sale of OxyElite. The product contained Aegeline, which plaintiffs claim is dangerous and sold pursuant to deceptive and unfair practices. Plaintiffs allege causes of action for violations of various California consumer protection laws in the California Business and Professions Code, breach of express and implied warranty, and strict liability. Plaintiffs moved to include this case in the JCCP currently pending in Los Angeles County on April 8, 2015. The case is currently stayed by order of the court in the California state court coordinated action dated January 21, 2016.

Johanna Stussy, Lai Uyeno, Gwenda Tuika-Reyes, Zeng Vang, Kevin Williams, and Kristy Williams v. USPLabs, LLC et al. (California Superior Court, Santa Clara County, Case No. 115CV278045). Plaintiffs filed this action on March 13, 2015 seeking monetary relief and injunctive relief in connection with defendants' sale of OxyElite. The product contained Aegeline, which plaintiffs claim is dangerous and sold pursuant to deceptive and unfair practices. Plaintiffs allege causes of action for violations of various California consumer protection laws in the California Business and Professions Code, breach of express and implied warranty, and strict liability. Plaintiffs moved to include this case in the JCCP currently pending in Los Angeles County on April 8, 2015. The case is currently stayed by order of the court in the California state court coordinated action dated January 21, 2016.

Natasiri Tali, Tram Dobbs, Manuela Reyna-Perez, Kimberly Turvey, Meagan Van Dyke, Hang Nga Tran, Shea Steard and Jimmy Tran v. USPLabs, LLC et al. (California Superior Court, Los Angeles County, Case No. BC575263). Plaintiffs filed this action on March 13, 2015 seeking monetary relief and injunctive relief in connection with defendants' sale of OxyElite. The product contained Aegeline, which plaintiffs claim is dangerous and sold pursuant to deceptive and unfair practices. Plaintiffs allege causes of action for violations of various California consumer protection laws in the California Business and Professions Code, breach of express and implied warranty, and strict liability. Plaintiffs moved to include this case in the JCCP currently pending in Los Angeles County on April 8, 2015. The case is currently stayed by order of the court in the California state court coordinated action dated January 21, 2016.

Issam Tnaimou, Benita Rodriguez, Marcia Rouse, Marcel Macy, Joseph Worley, Joanne Zgrezepski, Crystal Franklin, Deanne Fry, and Caron Jones, in her own right, o/b/o Joshua Jones and o/b/o The Estate of James Jones v. USPLabs, LLC et al. (California Superior Court, Monterey County, Case No. M131322). Plaintiffs filed this action on March 13, 2015 seeking monetary relief and injunctive relief in connection with defendants' sale of OxyElite. The product contained Aegeline, which plaintiffs claim is dangerous and sold pursuant to deceptive and unfair practices. Plaintiffs allege causes of action for violations of various California consumer protection laws in the California Business and Professions Code, breach of express and implied warranty, and strict liability. Plaintiffs moved to include this case in the JCCP currently pending in Los Angeles County on April 8, 2015. The case is currently stayed by order of the court in the California state court coordinated action dated January 21, 2016.

Herbal Plus Claims. As of April 2015, there were two pending lawsuits related to Herbal Plus in which GNC has been named or for which GNC is implicated: both lawsuits are putative class action cases, generally inclusive of claims of consumer fraud, negligent misrepresentation, strict liability, unjust enrichment, and breach of express and implied warranties. Plaintiffs are generally seeking unspecified compensatory and punitive damages, restitution, disgorgement, interest, injunctive relief, and attorneys' fees and costs. The plaintiffs' complaints are founded on allegations that GNC's Herbal Plus supplements are "substitutes" or "contaminated," principally because the New York Attorney General's DNA testing of the Herbal Plus products allegedly revealed that GNC's Herbal Plus products did not contain the DNA of the Ginkgo Biloba plant as described on the label. The lawsuits are currently in the early stages of litigation.

The following two matters have been filed by individuals claiming injuries from use and consumption of Herbal Plus branded supplements:

- Anthony Linsalata, et al. v. Walgreen co., U.S. District Court, Eastern District of New York, 2:15-cv-01189-ADS-GRB (filed March 9, 2015)
- Richard Frazier v. General Nutrition Corporation, U.S. District Court, Western District of Kentucky, 3:15-cv-158-DJH (filed on February 18, 2015)

LITIGATION AGAINST FRANCHISEES IN THE LAST FISCAL YEAR

During our fiscal year 2015, we did not initiate any lawsuits against franchisees.

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PRIOR ACTIONS

General Nutrition Centers, Inc. v. Peter E. Arnell (U.S. District Court, Western District of Pennsylvania, Case No. 2:15-cv-00452). On April 2, 2015, GNC filed this lawsuit in the U.S. District Court for the Western District of Pennsylvania seeking a declaratory judgment against Peter E. Arnell (“defendant”), a media and branding consultant, after GNC received a letter from defendant’s attorneys claiming that GNC was infringing upon defendant’s copyrighted images. GNC had contracted with defendant to provide certain advertising, branding and marketing communications services to GNC. Defendant was claiming in his letter that, despite expiration of GNC’s right and license to use the defendant’s images, GNC had continued to use the images without plaintiff’s permission, license or authority. GNC’s lawsuit sought the following declarations: that GNC had an implied license to use and display defendant’s images; that any claim of copyright infringement was barred by the doctrines of laches and equitable estoppel; that defendant was barred from seeking statutory damages under the federal Copyright Act of 1976; that GNC had not engaged in unfair competition under federal and state laws; and that any unfair competition claims were preempted by the Copyright Act. GNC also sought the following orders: an order enjoining defendant from asserting a claim of copyright infringement or unfair competition claim against GNC; an order finding defendant was unjustly enriched by GNC and awarding GNC restitution; and an order awarding GNC its attorneys’ fees and costs. On April 3, defendant filed a complaint against GNC styled Peter E. Arnell v. General Nutrition Centers, Inc., Case No. 15-cv-02579, in the U.S. District Court for the Southern District of New York, alleging unauthorized use and exploitation of plaintiff’s images by GNC. Defendant alleged in his complaint causes of action for copyright infringement by GNC in violation of the Copyright Act of 1976 and various state laws, and unjust enrichment. Defendant’s complaint was voluntarily dismissed by defendant on May 22, 2015. Defendant then filed an answer and counterclaims in response to GNC’s declaratory judgment complaint filed in the U.S.D.C. of the Western District of Pennsylvania, alleging substantially the same claims against GNC that he had alleged in his complaint filed in the U.S.D.C. for the Southern District of New York. An unsuccessful mediation was held in August, 2015, following which the parties continued to negotiate. On November 12, 2015 the parties reached a settlement, pursuant to which Defendant granted to GNC a perpetual license to use the images at issue in the case, and GNC agreed to pay Defendant \$300,000.

Patrick Andrew Witte v. General Nutrition Corporation and GNC Parent, LLC (Superior Court for the District of Columbia, Civil Division, Case No. 15-000878). On February 26, 2015, plaintiff, a GNC store customer, filed this lawsuit against GNC alleging a cause of action for unlawful and deceptive trade practices in violation of District of Columbia Code Section 28-3905. Plaintiff alleged that certain products manufactured or carried by GNC are packaged in a deceptive and misleading manner, in that the packaging contains unlawful slack-fill (area of empty space in a bottle or packaging). Plaintiff sought an injunction against GNC, including that GNC be barred from producing its proprietary products with so-called non-functional slack-fill in the District of Columbia. He also sought unspecified compensatory and punitive damages and attorneys’ fees. On October 5, 2015, the parties reached a settlement pursuant to which GNC agreed to pay Plaintiff \$20,000 in full satisfaction of all claims.

Amanda Huffman v. General Nutrition Corporation and GNC Parent, LLC (Superior Court for the District of Columbia, Civil Division, Case No. 15-002081). On March 26, 2015, plaintiff, a GNC store customer, filed this lawsuit against GNC alleging a cause of action for unlawful and deceptive trade practices in violation of District of Columbia Code Section 28-3905. Plaintiff alleged that certain products manufactured or carried by GNC are packaged in a deceptive and misleading manner, in that the packaging contains unlawful slack-fill (area of empty space in a bottle or packaging). Plaintiff sought an injunction against GNC, including that GNC be barred from producing products with so-called non-functional slack-fill in the District of Columbia. She also sought unspecified compensatory and punitive damages and attorneys’ fees. On October 26, 2015, the parties reached a settlement pursuant to which GNC agreed to pay Plaintiff \$30,000 in full satisfaction of all claims.

Dominic Vargas and Anne Hickok, et al. v. General Nutrition Centers, Inc. and General Nutrition Corporation. (U.S. District Court, Western District of Pennsylvania, Case No. 10-cv-00867). On June 29, 2010, Plaintiffs, on behalf of themselves and all others similarly situated, sued General Nutrition Corporation and General Nutrition Centers, Inc. Plaintiffs were current and/or former employees of GNC employed at GNC stores. The complaint alleged that plaintiffs were required to perform work on an uncompensated basis and that GNC failed to pay overtime for such work in violation of the Fair Labor Standards Act, and that the defendants retaliated against plaintiffs when they complained about the overtime policy, also in violation of the Fair Labor Standards Act. Plaintiffs sought to designate the action as a collective action; a declaration that the practices complained of are in violation of the Fair Labor Standards Act; an injunction restraining GNC from continuing with the alleged course of conduct; an order reinstating named plaintiffs to their discharged positions; compensatory and liquidated damages; interest; and attorneys' fees and costs. We filed a motion to dismiss Count II of the Complaint relating to the retaliation claim, and on January 5, 2011, the court granted the motion. In the fall of 2011, plaintiffs filed their Motion for Class Certification. On August 16, 2012, the Court conditionally certified a putative class of store managers and senior store managers in divisions 1 and 2. Notice was sent out and approximately 400 putative plaintiffs opted into this lawsuit. The parties reached a settlement agreement on December 5, 2014, pursuant to which GNC agreed to pay the sum of \$350,000 to the class and \$475,000 as attorneys' fees and costs. GNC also agreed to pay plaintiffs' share of the mediator fees. Per the agreement, the named plaintiffs agreed to dismiss the lawsuit with prejudice, and the named plaintiffs and opt-in plaintiffs were required to agree to a release of claims. The agreement requires that the participation rate of opt-in plaintiffs be at least 90% or GNC may void the settlement agreement in its sole discretion. The agreement also provides that if the participation rate of opt-in plaintiffs falls below 70%, the payment for attorneys' fees and costs shall be reduced as a percentage reduction equal to the percentage of non-participating opt-in plaintiffs which falls below 70%. Two of the plaintiffs will also each receive an additional payment of \$10,000 in consideration for their dismissal with prejudice of their separate pending retaliation lawsuit.

Kaitlin Moore and Adam Zaintz v. GNC Holdings, Inc. (United States District Court for the Southern District of Florida, Case No. 12-cv-61703). On August 30, 2012, plaintiffs, retail customers of GNC, on behalf of themselves and all others similarly situated, filed this action against GNC, alleging putative class claims for violation of the Florida Deceptive and Unfair Trade Practices Act ("FDUTPA") and unjust enrichment related to sale by GNC of the GNC Pro Performance Creatine Monohydrate supplement (2.2 lb product). After discovery, GNC moved for summary judgment on plaintiffs' claims on August 16, 2013. On October 17, 2013, the Court entered an order granting plaintiffs' motion for certification of their claims. On March 18, 2014, the Court issued an order granting in part GNC's Motion for Summary Judgment. In the order, the Court found that GNC was entitled to summary judgment on Plaintiffs' unjust enrichment claim. With respect to the FDUTPA claim, the Court found that plaintiffs were not entitled to damages under FDUTPA, but that plaintiffs may be entitled to injunctive relief. Trial on plaintiffs' request for injunctive relief was set to begin on or around April 21, 2014. The parties filed a Joint Motion for Settlement and Approval of Class Action Settlement on April 24, 2014. On April 28, 2014, the court entered an order approving the settlement and dismissing all relevant outstanding motions. Pursuant to the settlement agreement, GNC agreed to change the direction on the label of the product; to pay attorney's fees and costs of \$20,000; and to pay each plaintiff a class representative award in the amount of \$2,500. Plaintiffs agreed to a release of claims.

Robino Abad et al. v. General Nutrition Centers, Inc. (U.S. District Court, Central District of California, Case No. SACV09-00190). Plaintiffs were ninety-five current and/or former employees of GNC classified as non-exempt and employed at GNC stores throughout the State of California. Plaintiffs alleged that that they were not provided all of the rest periods and meal periods to which they were entitled under California law, and that the Company failed to pay them all of the overtime compensation to which they were entitled under California law. From these allegations, plaintiffs identified seven causes of action, including violations of the California Labor Code, unfair competition under California Business and

Professions Code Section 17200 et seq., and violation of the California Private Attorney General Act (PAGA). Plaintiffs asserted their PAGA claim on behalf of themselves and all other non-exempt employees of GNC in California employed on or after October 31, 2007. This lawsuit was filed in Orange County Superior Court on November 4, 2008, after a U.S. District Court denied a motion for class certification in another case raising the same issues (the Casarez lawsuit described in “Prior Actions” below), and was removed by GNC to the U.S. District Court, Central District of California on February 17, 2009. Plaintiffs sought unspecified compensatory and statutory damages, restitution, interest, and attorney fees and costs. Initial efforts to mediate the claims of individual plaintiffs in early 2010 were not successful. Plaintiffs also made a global demand to settle this matter for \$1.35 million, which was rejected by GNC. The Court directed the parties to limit the first phase of the litigation to ten plaintiffs as “test” cases. Ultimately, seven of the ten “test case” plaintiffs went to trial in June 2013. The jury returned a verdict in favor of GNC as to all counts tried to the jury, and the Court entered judgment in favor of GNC with respect to the one count tried to the Court (plaintiffs’ PAGA claim). The Court entered final judgment in favor of GNC as to the claims of the seven plaintiffs. On December 8, 2014, the parties entered into a settlement agreement to settle all claims made by the plaintiffs. Pursuant to the settlement agreement, GNC agreed to pay \$300,000 for plaintiffs’ counsel’s fees and costs. GNC also agreed to pay \$250,000 to the plaintiffs, 50% for the claims asserted for unpaid overtime compensation and any other wage-related damages, and 50% for the claims asserted for liquidated damages, interest and other non-wage relief. Plaintiffs agreed to release GNC from any and all claims that were alleged in the lawsuit and/or could have been alleged in the lawsuit that arose out of the facts alleged in the lawsuit, and GNC expressly denied any liability pursuant to the settlement agreement. The court dismissed plaintiffs’ lawsuit with prejudice.

David Di Cillo v. GNC Holdings, Inc. (U.S. District Court for the Northern District of California, Case No. 3:14-cv-00810): On January 6, 2014, Plaintiff David Di Cillo, a GNC store customer, individually, and on behalf of all others similarly situated, filed a complaint against GNC Holdings, Inc. in California state court alleging violations of California consumer protection and unfair or deceptive trade practices laws in connection with the sale of its Creatine products. This case was subsequently removed to the U.S. District Court for the Northern District of California. On February 28, 2014, GNC moved to dismiss Plaintiff’s claims with respect to Creatine products that he did not purchase. On August 4, 2014, the parties entered into a Release and Settlement Agreement, pursuant to which GNC agreed to pay a total of \$50,000 to settle the claims. GNC also agreed to alter the directions label for its Creatine products, and the parties agreed to mutual releases of claims.

Norma Rothman, et al. v. General Nutrition, et al. (Superior Court, California, Los Angeles County, Case No. BC 457540). On March 16, 2011, Plaintiff, on behalf of herself and all others similarly situated, filed a state court action against GNC alleging violations of the California Song Beverly Credit Card Act. This lawsuit contained a count for unfair business practices in violation of California Business and Professions Code §§17200 et seq., for requesting and/or requiring personal identification information from customers in violation of California Civil Code Section 1747.08. Plaintiff sought class certification, award of statutory penalties, injunctive relief prohibiting collection of personal identification information, such as addresses and phone numbers in connection with credit card transactions, restitution of property, attorneys’ fees and costs. On April 26, 2012, the Court entered an Order denying plaintiff’s renewed motion to certify a class. On May 10, 2012, plaintiff agreed not to file a motion for reconsideration in exchange for GNC’s agreement to forego the filing of any bill of costs.

J.C. Romero v. Ergopharm, Inc., Proviant Technologies, Inc., VS Holdings, Inc., General Nutrition Centers, Inc., et al. (Superior Court of New Jersey, Law Division/Camden County, Case No. CAM-L-2090-09). On April 27, 2009, Plaintiff J.C. Romero, a professional baseball player, filed a complaint alleging that he purchased from a GNC store and consumed 6-OXO Extreme, which is manufactured by a third party, and in August 2008, was alleged to have tested positive for a banned substance. Plaintiff served a 50 game suspension imposed by Major League Baseball. The seven count complaint asserts, among other

things, claims for negligence, strict liability, intentional and negligent misrepresentation, breach of implied warranty and violations of the New Jersey Consumer Fraud Act, and seeks unspecified compensatory and punitive damages, interest, attorneys' fees and costs. The alleged violations of the New Jersey Consumer Fraud Act include producing, advertising, and offering the product as fit for consumption by competitive athletes and the general public when defendants knew or should have known it was not, and misrepresenting that the product was safe and fit for consumption by competitive athletes and the general public when defendants knew or should have known such statements were false. GNC tendered the claim to the insurance company of the franchisee whose GNC store sold and allegedly misrepresented the product. On or about October 9, 2009, GNC answered plaintiff's first amended complaint and cross-claimed against co-defendants Proviante Technologies and Ergopharm. In December 2011, the parties reached a settlement through mediation. Pursuant to the settlement agreement, GNC agreed to pay plaintiff the sum of \$250,000, and the parties agreed to a mutual release of claims and a dismissal of the lawsuit with prejudice.

Yuging "Phillis" Chen v. Herbalife International, Inc., Nutra Manufacturing, Inc., et al. (Los Angeles Superior Court, Case No. BC 392373). On April 30, 2009, Plaintiff Yuging "Phillis" Chen filed a Third Amended Complaint against, among others, Nutra Manufacturing, Inc., in the Superior Court of California for the County of Los Angeles. Plaintiff alleged that her use and consumption of various products, including Mega Garlic Plus and Herbalifeline, manufactured by us, caused personal injuries. Plaintiff asserted, among other things, claims for strict liability, negligence, and fraud, and sought unspecified monetary damages. On May 22, 2011, the parties entered into a settlement agreement, pursuant to which we agreed to pay plaintiff the sum of \$14,000, and plaintiff agreed to a release of claims and dismissal of the lawsuit with prejudice. The parties did not admit any liability.

Pro-Hormone/Androstenedione Cases. Five lawsuits were brought against GNC on or about July 25, 2002 and February 17, 2004 (the "Andro Actions") relating to the sale by GNC of certain nutritional products alleged to contain the ingredients commonly known as Androstenedione, Androstenediol, Norandrostenedione, and Norandrostenediol (collectively, "Andro Products"). These lawsuits were filed in California, Pennsylvania, Florida, New York and New Jersey.

In each of the five cases, plaintiffs sought to certify a class and obtain unspecified damages on behalf of the class representatives and all those similarly-situated who purchased certain nutritional supplements from GNC alleged to have contained one or more Andro Products.

On April 17 and 18, 2006, GNC filed pleadings seeking to remove each of the Andro Actions to the respective federal district courts for the districts in which the respective Andro Actions were pending. At the same time, GNC filed motions seeking to transfer each of the Andro Actions to the United States District Court for the Southern District of New York based on "related to" bankruptcy jurisdiction, as one of the manufacturers supplying them with Andro Products, and to whom they sought indemnity, MuscleTech Research and Development, Inc. ("MuscleTech"), filed bankruptcy. GNC was successful in removing the Pennsylvania, New Jersey, New York and Florida Andro Actions to federal court and transferring these actions to the United States District Court for the Southern District of New York based on bankruptcy jurisdiction. The California case was not removed and remained pending in state court.

Following the conclusion of the MuscleTech Bankruptcy case, plaintiffs, in September 2007, filed a stipulation dismissing all claims related to the sale of MuscleTech products in the four cases then-pending in the Southern District of New York (Pennsylvania, New Jersey, New York and Florida). Additionally, plaintiffs filed motions with the Court to remand these actions to their respective state courts, asserting that the federal court had been divested of jurisdiction because the MuscleTech bankruptcy action was no longer pending. The motions were never ruled upon and were rendered moot by the disposition of the case, as discussed below in the individual case descriptions.

On January 25, 2008, a mediation was held for the Andro Actions and no resolution was reached. On June 4, 2008, the U.S. District Court, Southern District of New York (on its own motion) set a hearing for July 14, 2008 for the purpose of hearing argument as to why the Pennsylvania, New Jersey, New York and Florida Andro Actions should not be dismissed for failure to prosecute. On July 29, 2008, following the hearing, the court issued an order dismissing the four cases with prejudice. On August 25, 2008, plaintiffs appealed the dismissal of the four cases to the United States Court of Appeals for the Second Circuit. The Second Circuit reversed the dismissal and remanded the case to the U.S. District Court, Southern District of New York. Plaintiffs thereafter filed a motion to remand the cases to their original state courts, which motion was granted in March 2010. As such, the Pennsylvania, New Jersey, New York and Florida cases were remanded to their respective state courts.

A more detailed description of the individual cases, listed by original state court proceeding and current style, follows:

- Shawn Brown, Ozan Cirak, Thomas Hannon, and Luke Smith v. General Nutrition Companies, Inc. (15th Judicial Circuit Court, Palm Beach County, Florida, Index. No. CA-02-14221AB). Plaintiffs filed this putative class action on or about July 25, 2002. The Second Amended Complaint, filed thereafter on or about November 27, 2002, alleges claims for violations of the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”), unjust enrichment, and for relief under the Florida Civil Remedies for Criminal Practices Act (“FCRCPA”) for violations of Chapter 893, Florida Statutes. Plaintiffs claim that GNC’s alleged misrepresentations and omissions in connection with its marketing and sale of the Andro Products (including knowingly making express false claims, and knowingly sponsoring and approving false marketing claims by manufacturers, regarding the effectiveness and legality of the Andro Products) and those products’ characteristics, benefits, uses or approval constitute false, deceptive, misleading and unconscionable practices in violation of the FDUTPA. Plaintiffs also claim that the sale of the Andro Products constitutes the illegal distribution of a controlled substance in violation of Chapter 893 of the Florida Statutes (which provides criminal liability for the sale of anabolic steroids), that plaintiffs have been injured and suffered damages as a result, and that plaintiffs are thus entitled to injunctive relief and treble damages under the FCRCPA for such violations. Plaintiffs sought certification of the lawsuit as a class action; recovery of monies paid for the Andro Products; injunctive relief prohibiting GNC from disseminating deceptive and unsubstantiated claims regarding the Andro Products, from continuing to engage in the alleged unlawful practices, and from selling any Andro Products containing illegal anabolic steroids in the future; disgorgement of profits; treble damages; and attorneys’ fees and costs. As noted above, the lawsuit was removed to federal court in April 2006 and remanded to state court in March 2010. On August 18, 2011, the lawsuit was voluntarily dismissed without prejudice by the Plaintiff.
- Andrew Toth v. General Nutrition Companies, Inc., et al. (Common Pleas Court of Philadelphia County, Philadelphia, Class Action No. 02-703886). Plaintiffs filed this putative class action on or about July 25, 2002. The Amended Complaint, filed thereafter on or about April 8, 2003, alleges claims for violations of the Unfair Trade Practices and Consumer Protection Law (“UTPCPL”) and unjust enrichment. Plaintiffs allege that defendants’ marketing claims that the Andro Products are effective to promote muscle growth are false and constitute unfair or deceptive acts or practices under the UTPCPL. Plaintiffs sought certification of the lawsuit as a class action, recovery of monies paid for the Andro Products, treble damages, injunctive relief prohibiting GNC from engaging in alleged deceptive practices, and attorneys’ fees and costs. The court denied the plaintiffs’ motion for class certification, and that order has been affirmed on appeal. Plaintiffs thereafter filed a petition in the Pennsylvania Supreme Court asking that the court consider an appeal of the order denying class certification. The Pennsylvania Supreme Court denied the petition after the case against GNC was removed as described above. As noted above, the lawsuit was

removed to federal court in April 2006 and remanded to state court in March 2010. On September 30, 2011, the lawsuit was voluntarily dismissed without prejudice by the Plaintiff.

- Daniel Pelayo, Alden Mateo and Jesse Nadler v. General Nutrition Companies, formerly captioned Santiago Guzman and Diego Martinez, each individually, on behalf of all others similarly situated, and on behalf of the general public v. General Nutrition Companies, Inc. (California Judicial Counsel Coordination Proceeding No. 4363, Los Angeles County Superior Court). Plaintiffs filed this putative class action on or about February 17, 2004. The Second Amended Complaint, filed on or about November 27, 2006, alleges claims for violations of the Consumers Legal Remedies Act (“CLRA”), violation of the Unfair Competition Act (“UCA”), and unjust enrichment. Plaintiffs claim that GNC’s practices, acts and course of conduct with respect to the distribution and sale of the Andro Products violate the CLRA in that the sale of the Andro Products over the counter as a nutritional supplement constitutes: a misrepresentation as to the Andro Products’ source, sponsorship, approval or certification; a representation that the Andro Products have sponsorship, approval, characteristics, ingredients, uses or benefits which they do not have; and a representation that the Andro Products are of a particular standard, quality or grade, when they are of another. Plaintiffs claim that the sale of the Andro Products violates the UCL in that GNC allegedly committed unlawful acts and practices in the course of conducting business by allegedly violating state statutes, including California health and safety codes and the CLRA. Plaintiffs sought certification of the lawsuit as a class action; restitutionary disgorgement and damages; injunctive relief prohibiting GNC from engaging in the alleged deceptive practices; an order prohibiting GNC from distributing or selling the Andro Products in California; an order requiring GNC to provide public notice of the illegality of the Andro Products; unspecified compensatory and punitive damages; and attorneys’ fees and costs. Plaintiffs’ Motion for Class Certification was denied on September 8, 2008, and Plaintiffs appealed this denial on October 31, 2008. Oral arguments took place on January 15, 2010, and the court reversed the order denying class certification. At a court ordered mediation on March 30, 2011, the parties reached a settlement resolving all claims in the case. Pursuant to the settlement agreement, GNC agreed to fund a common settlement fund for the benefit of the class in the amount of \$1,500,000, and to pay half the costs of administration, with GNC’s share of such costs not to exceed \$50,000. GNC has also agreed to an award of attorneys’ fees not to exceed one-third of the settlement fund, plus actual costs of litigation, and to an incentive award to the lead plaintiffs not to exceed \$5,000 each, all of which amounts are to be deducted from the settlement fund. Plaintiffs also agreed to a release of claims. The court approved the settlement on August 19, 2011 and dismissed the lawsuit with prejudice without any admission of liability. The settlement is currently being administered.
- Harry Rodriguez, individually and on behalf of all others similarly situated v. General Nutrition Companies, Inc. (Supreme Court of the State of New York, New York County, New York, Index No. 02/126277). Plaintiffs filed this putative class action on or about July 25, 2002. The Second Amended Complaint, filed thereafter on or about December 6, 2002, alleges claims for unjust enrichment; violation of General Business Law Section 349 (in that GNC’s alleged misrepresentations and omissions in connection with the marketing and sale of the Andro Products, namely that the Andro Products were effective to build muscle when they were not, constitute misleading and deceptive trade practices under Section 349); and violation of General Business Law Section 350 (in that GNC allegedly made unsubstantiated advertising claims that the Andro Products were effective to promote muscle growth, which constituted false advertising in violation of Section 350). Plaintiffs are seeking certification of the lawsuit as a class action; recovery of all monies paid by plaintiffs for the Andro Products; injunctive relief prohibiting further violations of General Business Law Sections 349 and 350; and attorneys’ fees and costs. On July 2, 2003, the court granted part of the GNC motion to dismiss and dismissed the unjust enrichment cause of action. On January 4, 2006, the court conducted a hearing on the GNC motion for summary

judgment and plaintiffs' motion for class certification, both of which remain pending. As noted above, the lawsuit was removed to federal court in April 2006 and remanded to state court in March 2010. The case has not been reopened by plaintiff or the Court following remand from state court.

- Everett Abrams, individually and on behalf of all others similarly situated v. General Nutrition Companies, Inc. (Superior Court of New Jersey, Mercer County, New Jersey, Docket No. L-3789-02). Plaintiff filed this putative class action on or about July 25, 2002. The Second Amended Complaint, filed thereafter on or about December 20, 2002, alleges claims for false and deceptive marketing and omissions and violations of the New Jersey Consumer Fraud Act ("NJCFA"). Plaintiff claims that GNC's marketing and sale of the Andro Products constitute unlawful practices under the NJCFA in that GNC knowingly concealed material facts, namely that the Andro products were ineffective to promote muscle growth, with the intent to deceive or mislead plaintiff. Plaintiff is seeking certification of the lawsuit as a class action, recovery of monies paid for the Andro Products, treble damages, injunctive relief prohibiting GNC from engaging in alleged deceptive practices, and attorneys' fees and costs. On November 18, 2003, the court signed an order dismissing plaintiff's claims for affirmative misrepresentation and sponsorship with prejudice. The claim for knowing omissions remains pending. As noted above, the lawsuit was removed to federal court in April 2006 and remanded to state court in March 2010. On July 24, 2012, plaintiff agreed to dismiss the lawsuit and the Court has closed the matter.

On October 3, 2008, a putative class action lawsuit related to the sale of Andro Products was filed in state court in Illinois. This action is styled Stephens and Pio v. General Nutrition Companies, Inc. (Circuit Court of Cook County, Illinois, County Department, Chancery Division, Case No. 08 CH 37097. Plaintiffs claimed that GNC violated the Illinois Consumer Fraud and Deceptive Business Practices Act by omitting material facts relating to the characteristics, benefits, uses or approval of the Andro Products in the marketing and sale of those products. Plaintiffs also alleged unjust enrichment. Plaintiffs sought certification of the lawsuit as a class action; return of monies paid by the class for the Andro Products; unspecified punitive damages; and attorneys' fees and costs. GNC removed the lawsuit to the United States District Court for the Northern District of Illinois. GNC filed a motion to dismiss which was denied by the court. Following the completion of discovery, Plaintiffs filed a motion for class certification. In November 2010, the Court denied the motion for class certification. Following the denial of class certification, GNC filed a motion for summary judgment as to the Plaintiffs' individual claims. In February 2011, the Court granted GNC's motion for summary judgment.

Laura DiMauro and Chares DiMauro v. General Nutrition Corporation, et al. (Circuit Court, 11th Judicial Circuit, Dade County, Florida, No. 08-79760 CA 10). On December 18, 2008, Plaintiffs filed this personal injury complaint alleging that Laura DiMauro's use and consumption of a non-GNC product called "Up Your Gas" resulted in liver failure that required a liver transplant in August 2007. Plaintiffs asserted claims for strict liability, negligence and fraud, claiming that Defendants had knowledge the product was defective, failed to conduct adequate testing of the product, and failed to place adequate warnings on the product. Plaintiffs sought unspecified compensatory and punitive damages and attorneys' fees and costs. On January 11, 2010, the parties entered into a settlement agreement, in which we agreed to pay Plaintiffs the sum of \$67,500, and Plaintiffs agreed to a release of claims and to dismiss the lawsuit with prejudice.

Grady Jackson and Kelley Alexander v. General Nutrition Corporation, General Nutrition Centers, Inc., et al. (United States District Court, Northern District of California, San Francisco/Oakland Division, No. C 08-05584-CW). On November 10, 2008, Plaintiffs, on behalf of themselves and all others similarly situated, filed a complaint in the California Superior Court for Alameda County. The lawsuit sought to stop the sale of the non-GNC product "Nikki Haskell's StarCaps" and asserted that this product contained a prescription diuretic ingredient that was not disclosed on the label. The lawsuit alleged violation of California Unfair Competition and False Advertising Law by engaging in the false advertising of, and

concealing the presence of a prescription diuretic ingredient in, the product. The lawsuit also contained counts for unjust enrichment; breach of express and implied warranty; strict product liability; violation of the California Sherman Act for mislabeling of the product; and negligence. Plaintiffs sought certification of the lawsuit as a class action; restitution of all monetary amounts paid and obtained by Defendants; disgorgement of profits; rescission of all purchase/sale transactions; an injunction compelling Defendants to take appropriate actions to identify, locate and warn all purchasers of the product of the measures that should be taken to mitigate digestion of the product and of the inherent threat of the product; attorneys' fees and costs; and statutory costs of the lawsuit. On December 14, 2008, the matter was removed to the U.S. District Court, Northern District of California. On March 31, 2009, we filed a motion to dismiss, and by order dated June 10, 2009, the court dismissed three of the seven counts asserted by Plaintiffs. In September, 2009, the parties reached a settlement. Per the terms of the settlement, we agreed to issue \$25 discount coupons to certain affinity cardholders of GNC who purchased the product from December 1, 2007 to November 30, 2008; to pay Kelley Alexander the sum of \$1,250; to make a charitable contribution of \$5,000 to the University of California at Los Angeles Center for Human Nutrition; and to pay \$62,500 to Plaintiffs' counsel for attorneys' fees and costs. Plaintiffs agreed to dismiss the lawsuit, and Plaintiff Kelley Alexander agreed to a release of claims relating to the lawsuit. The court signed a stipulation of dismissal on October 27, 2009.

Kristin Casarez and Tyler Goodell, individually, as private attorneys general, and on behalf of all employees similarly situated v. General Nutrition Centers, Inc. (Superior Court of California, Orange County, Civil Complex Center, No. 07CC01259). On April 24, 2007, Plaintiffs filed this putative class action lawsuit on their own behalf, on behalf of a class of all current and former non-exempt employees of the Company throughout the State of California employed on or after August 24, 2004, and as private attorney general on behalf of the general public. Plaintiffs alleged that they were not provided all of the rest periods and meal periods to which they were entitled under California law, and that the Company failed to pay them split shift and overtime compensation to which they were entitled under California law. The lawsuit alleged that as a result of these practices, the Defendants violated California labor laws and engaged in unfair business practices in violation of California Business & Professions Code §§ 17000 et seq. and 17002 et seq. and unfair competition in violation of California Business & Professions Code § 17200 et seq. The alleged unfair business practices and competition included underpaying taxes, employer matching funds, and unemployment, social security, medicare and worker's compensation premiums; engaging in business to sell products at less than cost; gaining an unfair advantage over competitors; and unlawfully acquiring money or property earned by Plaintiffs but not paid to them. Plaintiffs sought certification of the lawsuit as a class action; unspecified compensatory and punitive damages; interest; statutory penalties; equitable and injunctive relief; restitution; disgorgement of profits; and attorneys' fees and costs. This lawsuit was removed to the U.S. District Court, Central District of California. On September 9, 2008, Plaintiffs' Motion for Class Certification was denied. Discovery closed on March 9, 2009, and trial was set for May 26, 2009. By order dated April 28, 2009, the court dismissed seven of the nine counts in Plaintiffs' complaint, leaving only the Plaintiffs' individual claims for failure to provide meal and rest periods, and their derivative claims for unfair competition and failure to pay all wages owed upon termination of employment. In August, 2009, the parties entered into a settlement agreement. We agreed to pay Plaintiffs the sum of \$105,000, and Plaintiffs agreed to a release of claims and to dismiss the lawsuit with prejudice.

S.K., by his next friend and legal guardian, Sherri Koenig on behalf of himself and all others similarly situated v. General Nutrition Corporation and General Nutrition Centers, Inc. (United States District Court, Southern District of New York, No. 08-CV-9263 LAK). On October 29, 2008, Plaintiffs filed this putative class action lawsuit on behalf of persons who purchased in the U.S. any GNC creatine products from October 29, 2002 to the present, alleging that GNC had misled consumers regarding the safety of its nutritional products containing creatine that were sold under the GNC brand name. The lawsuit alleged: (i) violation of N.Y. Gen. Bus. §349 (Deceptive Sales Practices Act) by making misleading and

fraudulent misrepresentations that GNC's creatine products were helpful to athletic performance; (ii) fraud for making misleading and fraudulent misrepresentations (that its creatine products were helpful to athletic performance) in the labeling, advertising, marketing and selling of the products; (iii) breach of contract; (iv) unjust enrichment; (v) negligent misrepresentation; and (vi) strict product liability. Plaintiffs sought certification of the lawsuit as a class action; unspecified compensatory damages in excess of \$5,000,000; restitution in an amount that is equal to the amount acquired by means of any unfair, deceptive, fraudulent, unconscionable or negligent act; disgorgement of profits; pre- and post-judgment interest; unspecified punitive damages; attorneys' fees and costs; and equitable/injunctive relief. On June 30, 2009, the parties entered into a settlement agreement. We agreed to place a warning label on our creatine products; to pay Plaintiff the sum of \$20,000; and to pay \$2,500 to Plaintiff's counsel for attorneys' fees and costs. Plaintiff agreed to a general release of claims arising from the purchase of our creatine products. The parties agreed to file a stipulation of dismissal of the lawsuit with prejudice.

Abdul Ahussain, et al., on behalf of themselves and all others similarly situated, v. GNC Franchising, LLC and General Nutrition Corporation (U.S. District Court, Central District of California, Western Division, Case No. SACV 06-1090). On November 7, 2006, Plaintiffs, all current franchisees, filed a putative class action lawsuit in federal court in California seeking to certify a class of current and former California GNC franchisees. The complaint includes claims for: (1) breach of written contract; (2) breach of the implied covenant of good faith and fair dealing; (3) fraud; (4) negligent misrepresentation; (5) intentional interference with prospective economic advantage; (6) violation of California Franchise Investment Law; and (7) violation of California Business & Professions Code, §§ 17200 et seq. Plaintiffs claim that we violated the California Franchise Investment Law by (1) failing to disclose that corporate stores would compete with franchisees; (2) failing to disclose that GNC engages in programs that force franchisees to sell products at a loss; (3) failing to disclose that GNC requires franchisees to provide detailed customer information and that GNC then solicits to those customers; (4) failing to disclose that GNC offers products through its internet site that are identical to those offered by franchisees at substantially lower prices; (5) failing to disclose that there are material differences between corporate stores and franchised stores with respect to the cost at which inventory may be purchased, available means for disposing of slow moving inventory, and the use of ACE reports; (6) failing to disclose that GNC uses the Plan-O-Gram as a means for dumping unwanted or slow moving product on franchisees, that GNC may require franchisees to stock products that will never sell, and that GNC may require franchisees to purchase certain new products as a means of facilitating GNC's market research; (7) failing to disclose that GNC systematically influences and manipulates prices charged to franchisees for third party product; and (8) failing to disclose that franchisees pay substantially higher royalty percentages than those actually disclosed. The basis for the alleged violation of the California Business and Professions Code is that GNC is engaging in the very conduct it allegedly failed to disclose, as detailed above. Plaintiffs sought damages in an unspecified amount and equitable and injunctive relief. On March 19, 2008, the court granted in part, and denied in part, Plaintiffs' Motion for Class Certification. Pursuant to the court's order, the court certified, with respect to Plaintiffs' cause of action pertaining to violation of California Business & Professions Code, §§ 17200 et seq., the class consisting of all persons and entities who are or were franchisees in the State of California from November 13, 2002 to the date of the order. The court denied without prejudice certification of the class under the cause of action for violation of the California Franchise Investment Law. The individual Plaintiffs' claims for violation of the California Franchise Investment Law remained. On November 17, 2008, we reached a partial settlement with the individual named plaintiffs (except Abdul Ahussain). Per the settlement, the named plaintiffs (except Abdul Ahussain) agreed to dismiss with prejudice all of their individual claims, as well as the portions of the claim for violation of the California Business & Professions Code, §§ 17200 et seq. which were not the subject of the court's March 19, 2008 class certification order, and we agreed to pay the individual plaintiffs \$3,000 per store, including stores closed between November 1, 2002 and the date of the settlement. On January 14, 2009, Abdul Ahussain agreed to dismiss his individual claims, and we agreed to pay Mr. Ahussain the sum of \$45,000. After the settlement, all that remained were the class claims certified by the court in its March 19, 2008 class certification order. On

February 2, 2009, we filed a motion for summary judgment with respect to the remaining class claims for violation of California Business & Professions Code §§ 17200 et seq. On March 18, 2009, the court granted our motion for summary judgment in its entirety. In April, 2009, we filed a motion for court costs and attorneys' fees, and the court ordered the Plaintiffs to pay approximately \$0.4 million to us for our fees and costs. Plaintiffs' judgment was satisfied in full by October 9, 2009, and a satisfaction of judgment was filed with the court on that date.

Patrick Hopkins individually and on behalf of Opportunities Plus, Inc. v. GNC Franchising, Inc. (U.S. District Court, Western District of Pennsylvania, No. 06-00304). On or about March 8, 2006, Plaintiff, a former franchisee, filed a complaint alleging breach of contract and tortious interference with contractual relationships. The claims related to fraudulent inducement to enter into the franchise agreement, advertising funds, breach of contract, wrongful termination, and vendor relations. The complaint sought unspecified compensatory and punitive damages. On May 31, 2006, the court entered an order granting our motion to dismiss. After Plaintiff appealed the trial court's ruling, on August 19, 2008, the United States Court of Appeals for the Third Circuit issued an opinion reversing the trial court's dismissal of the lawsuit. On September 19, 2008, we filed an answer and counterclaim. Our counterclaim asserted claims for breach of contract, unjust enrichment, trademark infringement, trademark dilution, and violation of the non-compete provisions of the franchise agreement. On November 19, 2008, the parties engaged in mediation and reached a settlement of Plaintiff's claims. Plaintiff agreed to dismiss his claims against us, and we agreed to pay Plaintiff the sum of \$20,000. On November, 19, 2008, the court entered an order closing the case.

GNC Franchising, Inc. v. Tim O'Brien, Dorothy O'Brien and Biscayne Nutritional Service, Inc. (U.S. District Court, Western District of Pennsylvania, No. 05-00270). We filed a complaint on March 1, 2005, against Defendants, former franchisees of ours, for breach of contract, violation of the Georgia Trade Secret Law (against Tim O'Brien), violation of the Georgia Uniform Deceptive Trade Practices Act (against Tim O'Brien) and tortious interference (against Tim O'Brien). The issues regarding a preliminary and permanent injunction and damages for trade secret violations were settled with a consent order. On May 13, 2005, Defendants filed an Answer to Complaint. On October 12, 2005, Defendants filed a Motion for leave to file an Amended Answer and Counter Claim. On October 25, 2005, the court granted this request. The counter-claim alleged class action settlement violations, common law fraud, breach of the implied covenant of good faith and fair dealing, and breach of the "special relationship" fiduciary duty. Defendants were seeking compensatory damages related to construction costs, product costs, punitive damages, and attorneys' fees, interest and costs. The amount of damages sought was unspecified. On November 14, 2005, we filed a Motion to Dismiss several counts of Defendants' Counter Claim. On December 2, 2005, Defendants filed a Brief in Opposition to GNC's Motion to Dismiss. On June 29, 2006, the court dismissed the claims relating to the class action settlement violations, common law fraud, and breach of fiduciary duty. We filed a motion for summary judgment on the remaining claims. On July 20, 2007, the court denied our motion for summary judgment as to Defendants' claims for breach of contract and breach of implied duty of good faith, but only as to the period after January 9, 2002, and granted our motion for summary judgment as to all other claims. On September 8, 2007, we filed a motion to reconsider. On June 9, 2008, the parties entered into a Settlement and Release Agreement, pursuant to which the parties agreed to mutual general releases and to dismiss all claims in the lawsuit with prejudice and without costs or attorneys' fees. Pursuant to the Settlement and Release Agreement, each party was responsible for its own expenses, costs and attorneys' fees incurred in the lawsuit.

Steven Coven and Robert Yandolino v. GNC Franchising, LLC and Marie Karlsen (New Jersey District Court, No. 5007-06). On or about November 3, 2006, Plaintiffs, franchisees of ours in New York, filed a complaint against us and our then Director of Franchise Operations, Marie Karlsen. Plaintiffs claimed that we violated the New Jersey Franchise Practices Act and breached Plaintiffs' franchise agreement and the implied duty of good faith and fair dealing by terminating one of their franchise

agreements without good cause and failing to reimburse Plaintiffs for certain retail sales rewards. Plaintiffs also alleged that we engaged in intentional misrepresentation and violated the New Jersey Consumer Fraud Act and the New York Franchise Sales Act for our alleged failure to disclose material information within the Litigation section of our Uniform Franchise Offering Circular. Plaintiffs also complained that we breached the special relationship fiduciary duty. Plaintiffs sought unspecified compensatory damages, punitive damages, and attorneys' fees and costs. On December 6, 2006, we removed the lawsuit to the United States District Court for the District of New Jersey (No. 06-5832). Plaintiffs filed a motion to remand the case to state court, which was denied on January 25, 2007. Plaintiffs filed an amended complaint, which did not include any claim against Marie Karlsen and which dropped the claim of breach of the special relationship fiduciary duty. On April 10, 2007, we filed an answer to the amended complaint and asserted a counterclaim against Plaintiffs for amounts due to us under the franchise agreement and related agreements. On July 2, 2007, we filed an amended answer and counterclaim which added a claim against Plaintiffs for violation of the Lanham Act. On August 15, 2007, the case was transferred to the United States District Court for the Western District of Pennsylvania (No. 07-1138). On December 12, 2007, we reached a settlement with Plaintiffs whereby we agreed to pay the amount of \$125,000 to Plaintiffs. The parties executed a Settlement and Release Agreement pursuant to which the parties agreed to dismiss the lawsuit and to release each other from all claims existing on the date of the Settlement and Release Agreement.

Dan King, Patrick Sullivan, Nicholas Stefanou, Robert Hasselbrook, Adam Silberstein, GNC Franchisee Association, Inc., Amadeo DiSarro, Richard Sullivan, Diane Stefanou, Hasselbrook Health & Fitness, Inc., Scott Tull and Health Hut, LLC v. GNC Franchising, Inc., General Nutrition Distribution Company and Apollo Management, LLP (New Jersey District Court, No. 04-5125). On October 20, 2004, the Plaintiff franchisees and their association sued us for violations of, among other things, the New Jersey Franchise Practices Act, breach of contract, breach of an implied covenant of good faith and fair dealing, and violation of the Robinson-Patman Act. Specifically, Plaintiffs claimed that we had imposed unreasonable standards of performance in altering product display and purchasing requirements, use of advertising funds, and in our "Reset Fee" policy. Plaintiffs also complained about pricing policies and vendor policies, and claimed an entitlement to a share of the money we obtained in settlements with vitamin producers that violated antitrust laws. Plaintiffs sought injunctive relief and compensatory and punitive damages in amounts not specified. On October 23, 2006, the Court granted our motion for summary judgment and entered judgment in our favor on all counts in the complaint. We then settled with one franchisee, which paid us an amount of money in satisfaction of its debt and attorneys' fees incurred by us in the lawsuit. On February 1, 2007, we filed a motion for summary judgment on our claims for breach of contract against certain of the Plaintiffs and for attorneys' fees against all the Plaintiffs. On May 23, 2007, the court granted our motion for summary judgment on the liability aspect of our claim for breach of contract against Plaintiffs Richard Sullivan, Patrick Sullivan, Hasselbrook Health and Fitness, Inc. and Adam Silberstein. The court granted summary judgment in favor of Nicholas and Diana Stefanou on our claims for breach of contract. The court granted summary judgment in our favor and against all Plaintiffs on the liability aspect of our claim for attorneys' fees. We settled with Nicholas and Diane Stefanou on November 29, 2007 with each party agreeing to release their claims against the other. As of December 11, 2007, we settled with the remaining Plaintiffs, which have agreed to pay us amounts ranging from \$3,000 to \$95,000 in satisfaction of their debt and our claim for attorneys' fees. Pursuant to each of the settlement agreements, the parties agreed to release each other from all claims existing as of the time of the settlement agreements.

Sullivan et al. v. GNC Franchising, Inc. et al. (New Jersey District Court, No. 03-CV-2603 removed May 29, 2003). On May 8, 2003, our franchisees, Richard Sullivan, Scott Tull, Ronald Miller, Leslie Quadrel, and the GNC Franchisee Association, Inc. filed suit against us, Royal Numico, N.V., Marie Karlsen, and RPM Contracting. They alleged that we breached the franchise agreements by imposing unreasonable "Reset Fees," converted "Reset Fees," converted and misappropriated advertising funds,

breached the implied covenant of good faith and fair dealing, violated the New Jersey Consumer Fraud Act (by concealing the applicability of FTC Rule 436 and by fraudulent acts and misrepresentations), engaged in predatory pricing, misled Plaintiffs regarding the disposition of another lawsuit, and breached fiduciary duties. Plaintiffs sought loss of investment capital, out of pocket expenses, loss of business opportunities, lost profits and lost good will. They also sought punitive damages, treble damages and attorneys' fees. The amount of damages sought by Plaintiffs was not specified in the complaint. Marie Karlsen and RPM Contracting were dismissed from the action by stipulation. Each of the Plaintiffs in this lawsuit asserted similar claims against us in another action, King v. GNC Franchising, Inc. (*see* above). The claims of each of the Plaintiffs against us have been resolved in the King matter (*see* above).

Satish Shoor v. GNC Franchising, LLC (U.S. District Court, District of New Jersey, No. 06-2855). On or about June 23, 2006, Plaintiff, a franchisee of ours in New Jersey, filed a complaint seeking an injunction to prevent us from terminating his two franchises. The complaint also sought unspecified damages, claiming a violation of the New Jersey Franchise Practices Act, breach of contract and the implied duty of good faith and fair dealing, and breach of the special relationship fiduciary duty, due to our alleged wrongful termination of his franchises. In a separate lawsuit, styled GNC Franchising, LLC v. Satish Shoor and Nutrition Systems, Inc. (U.S. District Court, District of New Jersey, No. 06-5087), we sought an injunction to prevent Plaintiffs from operating their franchises, which were terminated due to breaches of contract. On January 19, 2007, the parties executed a Settlement and Release Agreement, pursuant to which the parties agreed to dismiss both of the above-referenced lawsuits and to release each other from all claims existing on the date of the Settlement and Release Agreement. Plaintiffs agreed to pay us \$10,000 upon execution of the Settlement and Release Agreement and \$20,000 to be paid in 12 monthly installments. We agreed to renew the franchise agreement for one of Plaintiffs' stores and to rescind our prior termination of the franchise agreement for Plaintiffs' other store. On February 13, 2007, the above-referenced lawsuits were dismissed with prejudice pursuant to the terms of the Settlement and Release Agreement.

Nature's Benefit, Inc. v. General Nutrition Inc. aka GNC and General Nutrition Distribution, LP (Superior Court of New Jersey Law Division—Essex County, No. L1764-07). On or about February 28, 2007, Plaintiff filed this lawsuit against GNC in the Superior Court of New Jersey Law Division—Essex County. In this lawsuit, Plaintiff has alleged, among other things: that on or about November 1, 2005, General Nutrition Distribution LP entered into a purchasing agreement with Plaintiff to buy and sell certain products manufactured by Plaintiff, including Hoodia Supreme; that on or about March, 2006, GNC began to sell competitors' hoodia nutritive supplements; that the competitive products contained false labeling and treatment claims; that GNC sold some or all of the competitors' hoodia products, which contained false product/treatment claims, at a substantially lower price than Hoodia Supreme; that in April and May, 2006, GNC discontinued purchases of Hoodia Supreme; that the promotion of competitive products has included the misapplication and misappropriation of research done by Plaintiff; and that Plaintiff has suffered economic losses as a result of the foregoing. The lawsuit alleges breach of contract; breach of implied covenant of good faith and fair dealing; engaging in unfair competition, including violation of Section 43(a) of the Lanham Act (15 U.S.C. 1125); violation of the Consent Decree with the Federal Trade Commission (described in the subsection above entitled "Our Past Litigation"); conspiracy; fraud; and unjust enrichment. The Plaintiff sought unspecified compensatory, consequential and punitive damages, injunctive relief, an order referring GNC's conduct to the appropriate federal and state agencies for investigation, interest, and costs of the lawsuit. In August 2008, the parties entered into a Settlement Agreement and Release, which provided for payment of \$125,000 by GNC to Plaintiff, dismissal of the lawsuit with prejudice, and mutual releases by the parties.

Franklin Publications, Inc. v. General Nutrition Corporation (Court of Common Pleas, Franklin County, Ohio, No. 05-CV-011890). On October 26, 2005, Plaintiff filed this lawsuit against GNC in the Court of Common Pleas of Franklin County, Ohio. The case was subsequently removed to the United States District Court for the Southern District of Ohio, Eastern Division. The lawsuit was based upon

GNC's termination, effective as of December 31, 2005, of two contracts for the publication of two monthly magazines published by Plaintiff and mailed to certain GNC customers. Plaintiff was seeking a declaratory judgment as to its rights and obligations under the contracts and monetary damages for GNC's alleged breach of the contracts. Franklin also alleged that GNC had interfered with Plaintiff's business relationships with the advertisers in the publications, primarily GNC vendors, and had been unjustly enriched. At the end of February, 2008, the lawsuit was settled. On March 20, 2008, the parties entered into a Settlement and Release Agreement, which provided for payment of the sum of \$12,000,000 in two installments by GNC to Plaintiff; dismissal of the lawsuit with prejudice; and for mutual releases by the parties.

Nicholas Robitaille, individually and on behalf of all others similarly situated v. General Nutrition Corporation and Muscle Marketing U.S.A., Inc. (Twentieth Judicial Circuit, St. Clair County, Illinois, No. 03L133). On or about March 12, 2003, Plaintiff, a retail customer, filed this putative class action lawsuit alleging negligent misrepresentation and violation of the Illinois Consumer Fraud and Deceptive Business Practices Act in that the labeling, packaging, and advertising with respect to a third-party product sold by GNC were misleading and deceptive. Plaintiff sought certification of the action as a class action, injunctive relief prohibiting the challenged practices and enjoining further sales of the product until such practices were rectified, punitive or exemplary damages, and attorneys' fees, costs and expenses. Three similar class action lawsuits were filed against defendants in the state courts of Alabama, California, and Texas, each of which was based on similar conduct. The Company denied any wrongdoing and pursued indemnification claims against the manufacturer. As a result of mediation, the parties agreed to a national settlement of the lawsuits and on January 31, 2006, entered into a Settlement Agreement and Release, which was approved by the court. Notice to the class was published in mass advertising media publications. In addition, notice was mailed to approximately 2.4 million GNC Gold Card members. Each person who purchased the third-party product and who is part of the class and who presented a cash register receipt or original product packaging will receive a cash reimbursement equal to the retail price paid, net of sales tax. Class members who purchased the product, but who do not have a cash register receipt or original product packaging, were given an opportunity to submit a signed affidavit that would then entitle them to receive one or more coupons. The deadline for submission of register receipts, original product packaging, or signed affidavits, was January 5, 2007. The number of coupons will be based on the total amount of purchases of the product subject to a maximum of five coupons per purchaser. Each coupon will have a cash value of \$10.00 valid toward any purchase of \$25.00 or more at a GNC store. The coupons will not be redeemable by any GNC Gold Card member during Gold Card Week and will not be redeemable for products subject to any other price discount. The coupons are to be redeemed at point of sale and are not mail-in rebates. They will be redeemable for a 90-day period from the date of issuance. GNC agreed to issue a maximum of 5 million certificates with a combined face value of \$50.0 million. GNC also agreed to donate 100,000 coupons to the United Way. In addition to the cash reimbursements and coupons, as part of the settlement GNC paid legal fees of approximately \$1.0 million and incurred advertising and postage costs of approximately \$0.4 million in 2006. Additionally, as of June 30, 2007, an accrual of \$0.3 million existed for additional advertising and postage costs related to the notification letters. The deadline for class members to opt out of the settlement class or object to the terms of the settlement was July 6, 2006. A final fairness hearing took place on January 27, 2007. As of February 29, 2008, there had been 651 claims forms submitted.

Michelle L. Most and Mark A. Kelso, on Behalf of Themselves and All Others Similarly Situated v. General Nutrition Centers, Inc. (U.S. District Court, District of Kansas at Kansas City, No. 06-2330 CM). On August 11, 2006, General Nutrition Centers, Inc. and General Nutrition Corporation were sued in federal district court for the District of Kansas by Michelle L. Most and Mark A. Kelso, on behalf of themselves and all others similarly situated. The lawsuit purported to certify a nationwide class of GNC store managers and assistant managers and alleged that Defendants violated the Fair Labor Standard Act by failing to pay time and a half for working more than 40 hours per week. Plaintiffs contended that Defendants improperly applied fluctuating work week calculations and procedures for docking pay for working less than 40 hours per week under a fluctuating work week. In May 2007, the parties entered into a settlement of the claims.

On or about July 3, 2007, the Company sent a notice to all potential claimants, who could then elect to opt in to the settlement. While the actual settlement amount will be based on the number of claimants who actually opt in to participate in the settlement, the settlement contemplates a maximum total payment by the Company of \$1.9 million if all potential claimants opt in. Based on the number of actual opt-ins, the total amount paid in the third quarter of 2007 to the class was approximately \$0.1 million. In addition, the Company paid the plaintiffs' counsel an agreed amount of \$0.7 million for attorney's fees following approval by the court of the settlement. On July 23, 2007, the court approved the settlement of claims as fair, reasonable, and adequate and entered its Order of Approval. The total amount paid to the class approximated \$0.1 million. Final Judgment was entered by the Court on December 18, 2007 disposing of the claims of the opt-in plaintiffs.

Bernd Bildstein, on behalf of himself and all others similarly situated v. General Nutrition Centers, Inc. (Supreme Court, Queens County, New York, Index No. 28365/04). On January 10, 2005, Plaintiff filed this lawsuit alleging that GNC had misapplied discounts for Gold Card Members between January 1, 2004 and December 31, 2004. The parties settled the lawsuit on May 24, 2006. Pursuant to the terms of the settlement, the parties stipulated to certification of the settlement class; each member of the class would receive at least one certificate with a cash value of \$5.00 towards any purchase at a GNC store of \$25.00 or more; GNC would issue a maximum of 15,000 certificates with a combined face value of \$75,000; GNC agreed to pay attorneys' fees up to \$35,000; and the parties agreed to mutual releases of claims.

GOVERNMENTAL ACTIONS

Consent Decrees with the Federal Trade Commission. GNC has entered into 3 Consent Decrees with the Federal Trade Commission which prohibit GNC from carrying and selling certain products and from making various representations in the promotion or advertisement of certain products. In 1984, in an investigation styled In the Matter of General Nutrition, Inc. (Docket No. 9175), the FTC investigated our affiliate, General Nutrition, Incorporated ("GNI"), and alleged deceptive acts and practices in connection with the advertising and marketing of certain products. GNI accepted a proposed consent order, finalized in 1989, agreeing to refrain from, among other things, making claims regarding certain products unless the claims were based on and substantiated by reliable and competent scientific evidence. We also entered into a consent order with the FTC in 1969, as modified in 1970, in In the Matter of General Nutrition Corporation (Docket C-1517), which generally addressed products for those with "iron deficiency anemia." Disputes arose concerning compliance with these orders, and with regard to advertising for certain hair care products. GNI maintained that it operated in material compliance with the orders. However, it settled with the FTC in 1994 and entered into a consent decree in United States of America v. General Nutrition, Inc. (United States District Court, Western District of Pennsylvania, Civ. Act. No. 94 0686), to avoid protracted litigation. Under the settlement, GNI did not admit liability but entered into a consent decree, paid a civil penalty of \$2.4 million, agreed to adhere to the terms of the 1970 and 1989 consent orders, and agreed to abide by the provisions of the settlement concerning hair care products. In 2000, the FTC amended the 1970 order to clarify language regarded as ambiguous and outmoded. The FTC continues to monitor our advertising and sometimes requests substantiation with respect to such advertising to assess compliance with the consent decrees and the Federal Trade Commission Act.

In the Matter of GNC Franchising, LLC. Administrative Proceeding Before the Securities Commissioner of Maryland, Case No. 2005-0537. On or about August 30, 2005, the Securities Division of the Office of the Attorney General of the State of Maryland initiated an investigation into the accuracy of the "Item 3" disclosures in our Franchise Offering Circular. On August 15, 2006, we entered into a Consent Order with the Securities Commissioner, pursuant to which we agreed, without admitting or denying any of the Commissioner's statements of fact or conclusions of law, except as to the Commissioner's jurisdiction in the proceeding, (1) to immediately and permanently cease and desist from the offer and sale of franchises in violation of the Maryland Franchise Registration and Disclosure Law; and (2) to pay the

Securities Division an administrative penalty in the amount of \$100,000.00. In the Consent Order, the Commissioner concluded that we had violated §§ 14-216(a) and 14-223 of the Maryland Franchise Registration and Disclosure Law by offering and selling franchises in Maryland and to Maryland residents using a prospectus that failed to set forth material information in our application for registration, as required by regulation of the Commissioner. Specifically, the Commissioner found that, in franchise offering circulars filed with the Division, we had erroneously described amounts we had agreed to pay in the settlement of three of the litigation matters disclosed in Item 3 of the Franchise Offering Circular. We have corrected those errors.

Investigation by the Office of the Attorney General of the State of Florida (Case No. L01-3-2338). On or about August 20, 2001, the Office of the Attorney General of the State of Florida (“OAG”) opened an investigation into allegedly deceptive sales practices of GNC in the State of Florida. The investigation concerned GNC’s placement of and adherence to “best by” dates on its product labels to indicate the product’s freshness. The OAG became concerned that there may be expired product beyond the “best by” dates being sold to Florida consumers and instituted an investigation of GNC’s sales practices. On or about January 15, 2002, GNC and the OAG entered into a Settlement Agreement. The Settlement Agreement provided that GNC would take reasonable steps to assure compliance with its corporate policy that prohibits the sale of expired products, including reaffirming to franchisees GNC’s policy of not selling expired products, and that GNC would make appropriate refunds or product replacement in a manner consistent with its current corporate policy for any and all consumer complaints involving the matters investigated by the OAG. The agreement also provided that GNC would establish and implement a plan to encourage all third party manufacturers of products purchased for resale by GNC to place on the products legible and understandable “best by” or expiration dates. GNC also agreed to pay the OAG the sum of \$1.0 million to compensate the OAG for its attorneys’ fees and costs of investigation.

Other than these actions, no litigation is required to be disclosed in this Disclosure Document.