

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

NOTICE OF CLASS ACTION SETTLEMENT

If You Qualified for Units in the ViSalus Founders’ Equity Incentive Plan (“FEIP”) between January 1, 2015, and March 1, 2017, this notice of class action settlement may affect you.

A Federal Court ordered the distribution of this notice to you and others similarly situated. Do not be alarmed; you are not being sued. This is not a solicitation from a lawyer.

- **Please read this document carefully**—your rights may be affected by the Settlement described below.
- This Notice concerns the Settlement of a class action in a matter pending before the U.S. District Court for the Eastern District of Michigan. The Settlement does not constitute an admission of liability or wrongdoing by the defendants.
- This Notice is not an expression by the Court of any opinion on the merits of the claims and defenses asserted by either side.
- You received a Notice by email or postcard because you are believed to be a member of the class and therefore may participate in the Settlement, unless you ask to be excluded as explained below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Participate in the Settlement	<p>Stay in the class and give up the right to sue the defendants separately. You do not need to do anything to remain in the class.</p> <p>If you wish to participate in the Settlement and you wish to receive the Benefits Option described below, you do not need to do anything. If you are eligible to elect the Cash Option described below and wish to participate in the Settlement and elect the Cash Option, you must complete the required Election Form by August 28, 2019. The Election Form may be completed online at www.ViSalusFEIPSettlement.com, or mailed to the Settlement Administrator. If you do not timely complete the Election Form, and do not opt out of the Settlement, you will be automatically enrolled in the Benefits Option. By participating in the Settlement, you give up any rights to sue the defendants separately over the Released Claims, as described below.</p>
Exclude Yourself	<p>“Opt out” of the class. Do not receive any benefit from the Settlement. Keep the right to sue the defendants separately.</p> <p>If you choose to exclude yourself from the Settlement Class (as explained below), you won’t share in any Settlement benefits. But, you will keep your rights to sue the defendants. The deadline to exclude yourself is August 28, 2019.</p>
Object to the Settlement	<p>You may object to the Settlement and you may request to appear at the Final Approval Hearing.</p> <p>If you object to the Settlement, you remain a member of the class. The requirements to object to the Settlement are explained below. The deadline to object to the Settlement is August 28, 2019.</p>

- Your rights and options—and the deadlines to exercise them—are explained in this Notice.
- A full copy of the Settlement Agreement, the plaintiff’s complaint (which names the parties and explains the claims), the defendants’ answer to the complaint, and other documents filed in this case are available at www.ViSalusFEIPSettlement.com.

WHAT THIS NOTICE CONTAINS

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1. Why did I receive a Notice?

If you received a notice by email or postcard, you were identified as an individual residing in the United States who qualified for units in the ViSalus Founders' Equity Incentive Plan ("FEIP") between **January 1, 2015**, and **March 1, 2017**. If so, you are a member of the Settlement Class and are entitled to benefit from the Settlement, provided that you do not exclude yourself from the Class.

The Court in charge of this class action is the United States District Court for the Eastern District of Michigan, Judge Matthew F. Leitman presiding, in *Harris, et al., plaintiff v. ViSalus, Inc., et al., defendants*, Civil Case No. 4:17-cv-12626. This Court has ordered this Notice of Class Action Settlement be delivered to you by email.

2. What is this lawsuit about?

Plaintiff sued the defendants claiming ViSalus's offering of the FEIP violated federal securities laws and similar statutes.¹ The defendants vigorously denied these allegations and contend that they have no merit because ViSalus's FEIP fully complied with all applicable laws and legal standards. The Court expresses no opinion on the merits of the parties' respective positions, and neither this Notice nor the fact of the agreed Settlement should be understood to reflect on the merits of the parties' respective positions.

3. What is a Class Action?

In a class action, one or more individuals are the class representatives who sue on behalf of a class. Once a court resolves the issues for the class representatives or approves the Settlement for the class, it resolves the matter for all class members, except for those who request exclusion by opting out. Here, the class action was filed by class representative Eric J. Harris, Sr. Mr. Harris consulted with Class Counsel throughout the litigation of the case and approved the Settlement. He spent many hours that were not required of other Class Members. For his effort on behalf of the Class, Class Counsel intends to ask the Court to award Mr. Harris an incentive payment of \$15,000.

¹ The defendants include ViSalus, Inc., Nick Sarnicola, Ashley Sarnicola, Ryan Blair, Blake Mallen, Todd Goergen,, Gary J. Reynolds, Vincent Owens, Kevin Merriweather and Michael Craig. All deny any liability to the class.

4. How do I know if I am part of the Settlement?

On **June 14, 2019**, the Court certified the following Settlement Class:

All U.S. Independent Promotors (“IPs”) of ViSalus, Inc. (“ViSalus”) who qualified for units in the Founders’ Equity Incentive Plan (“FEIP”).

Excluded from the class, even if they meet the criteria above, are (i) Defendants, and any IPs owned, controlled, or otherwise affiliated with any Defendant other than merely by the IP’s status as an IP; (ii) IPs who are named defendants, or who are owned, controlled, or otherwise affiliated with named defendants in the *Kerrigan et al. v. ViSalus, Inc., et al.*, Case No. 2:14-cv-12693 (“Kerrigan Action”) other than merely the IP’s status as an IP; (iii) the presiding judge(s) and his or her (or their) immediate family; (iv) any individual that elects to be excluded from the Settlement Class; and (v) any person who has previously released claims against Defendants or whose claims have been fully and finally adjudicated by a court with jurisdiction over the claims. If you received a notice by email or postcard, you were determined to meet the definition of a Settlement Class member based on ViSalus’s records.

Unless you exclude yourself, you will be part of the Class, and you will be bound by the release of claims in the Settlement. This means that if the Settlement is approved, you cannot sue, continue to sue, or be a party of any lawsuit against ViSalus, the defendants, or the other Released Persons asserting a “Released Claim,” as defined below. It also means that the Court’s Order approving the Settlement and the judgment in this case will apply to you and legally bind you.

The “Released Claims” that you will not be able to assert include any manner of actions, causes of action, suits, accounts, claims, demands, controversies, judgments, obligations, injuries, damages, and liabilities of any nature, whenever or however incurred, including claims for costs, fees, expenses, penalties, and attorneys’ fees, whether class or individual, known or unknown, suspected or claimed, that Plaintiffs or any Class Member ever had, now has, or hereafter can, shall, or may have, directly, representatively, derivatively, or in any other capacity against any of the Released Persons, whether in law or equity or otherwise, arising out of or relating to any conduct, act, or omissions of any of the Released Persons related to the conduct or similar conduct alleged or that could have been alleged in this litigation, including, but not limited to, any actions for fraud, securities fraud, misrepresentations, violations of 18 U.S.C. §1962(c) and (d), consumer fraud, negligence, unjust enrichment, breach of contract, or other conduct or omissions relating to the IP Program, the Founders’ Equity Incentive Program, or payments related thereto; or Plaintiffs’ and Class Members’ transactions and interactions with Defendants relating to their status as IPs or FEIP participants.

5. Do I have a lawyer in this case?

Yes, if you remain in the Class. The Court has appointed these attorneys and their respective firms to act as Class Counsel:

Andrew Kochanowski
Lance C. Young
Sommers Schwartz, P.C.
1 Towne Square, Ste. 1700
Southfield, MI 48076
www.sommerspc.com

Matthew Prebeg
Prebeg, Faucett & Abbott, PLLC
8441 Gulf Freeway, Ste. 307
Houston, TX 77017
www.pfalawfirm.com

Edward Wallace
Mark Miller
Wexler Wallace LLP
55 W. Monroe St. Suite 3300
Chicago, IL 60603
www.wexlerwallace.com

More information about these attorneys and firms is available on their websites or by calling **855-543-5392** toll-free. As part of the Settlement, Class Counsel will be applying for an award of their fees and expenses of up to \$115,000, which is subject to approval by the Court. ViSalus has agreed to pay the fees and expenses awarded by the Court in an amount not to exceed \$115,000, but ViSalus and the other defendants take no position on any such award of fees and costs or how it should be allocated among Class Counsel. You will not be directly charged for the services of Class Counsel. However, if you want your own lawyer, you may hire one at your own expense.

6. What is the status of the case?

After substantially denying Defendant's motions to dismiss Plaintiff's claims for violations of the federal securities laws and after the completion of some discovery and information exchanges, the parties agreed to mediate the case which eventually led to the Settlement. Although both the plaintiffs and the defendants continue to believe in the merits of their respective cases, they agreed that compromising the claims under the terms of the Settlement is in the best interests of the defendants and the Class. The Settlement provides that every Class Member that remains part of the Class will receive certain benefits, including an opportunity to make more money by selling ViSalus's products to new customers. Alternatively, Class Members may elect to terminate their relationship with ViSalus and receive a cash payment. If the Court approves the Settlement, Class Members will be entitled to receive the benefits provided by the Settlement, they will no longer be able to bring claims against the Defendants related to the claims in this case, and the litigation will be over. The Court is scheduled to hold a public hearing to address final approval of the Settlement **October 1, 2019, at 10:00 a.m.** at the U.S. District Courthouse for the Eastern District of Michigan Southern Division, Courtroom 127, 600 Church Street, Flint, MI 48502.

7. What are the Cash Option and Benefit Option?

Under the terms of the Settlement, you may do nothing and be automatically enrolled in the Benefits Option. Under the Benefits Option, each participating Class Member will retain all rights to receive or own Units under the FEIP and will also receive the following benefits from ViSalus:

- a. 25% Commission Rate on all sales (both first time sales and subsequent sales) personally made by the Class Member to customers who purchase product from ViSalus for the first time after final approval of the Settlement (*i.e.*, new customers) for one (1) year from final approval of the Settlement ("Final Approval");
- b. Free re-enrollment as an IP on the Basic enrollment track (no purchase necessary) for one (1) year from Final Approval;
- c. Free event registration for one (1) event, if any are held within one (1) year from Final Approval, and if none are held within one (1) year, then free event registration for the next held event, if held within eighteen (18) months from Final Approval;
- d. Free Vi-Net Pro Subscription for:
 - (i) one (1) year from Final Approval for all Settlement Class Members who choose the free re-enrollment listed in Section 7(b) above and who previously paid for Vi-Net Pro; or
 - (ii) six (6) months from Final Approval for all Settlement Class Members who choose the free re-enrollment listed in Section 7(b) above and did not previously pay for Vi-Net Pro.

In addition, Benefits-Electing Class Members shall continue to receive any other compensation benefits to which they may be entitled under their existing IP program.

Alternatively, certain Class Members are eligible to elect the **Cash Option**. Class Members who achieved the rank of National Director (ND), Executive Director (ED), or Presidential Director (PD) for the first time during the time the FEIP was offered may elect to receive a cash payment by check of \$1,500. Class members who achieved the rank of Ambassador or higher for the first time during the time the FEIP was offered may elect to receive a cash payment of \$4,000. The maximum amount to be paid out under the Cash Option to all electing Class Members is \$285,000, and each claim is subject to possible reduction depending on the number of Class Members choosing the Cash option.

Class Members who elect the Cash Option shall be terminated as IPs and will no longer be eligible to receive compensation or benefits as IPs. If you are eligible and wish to elect the Cash Option, **you must complete and submit the Election Form on or before August 28, 2019.** The Election Form is available at www.ViSalusFEIPSettlement.com. You may also submit it by mail to the Settlement Administrator.

8. Where can I find information about the Settlement?

You may find additional information about the case (including the plaintiff's complaint, the defendants' motions to dismiss the complaint, and the full Settlement Agreement and Release) at www.ViSalusFEIPSettlement.com. If you have questions, you should first contact the Settlement Administrator at 855-543-5392. If the Settlement Administrator cannot answer your question, you may contact Class Counsel. Please do not contact the Court.

9. What if I want to exclude myself from the Settlement?

If you do not want to participate in the Settlement, you must send a signed letter to the Settlement Administrator requesting exclusion on or before **August 28, 2019**. If you exclude yourself, you will not get any of the benefits of the Settlement, you will not release your claims, you will continue to be a ViSalus IP, and you will maintain any rights you may have to bring your own proceeding if you so choose. Your request for exclusion should include your name, address, signature, and ViSalus IP number, if known.

Requests for exclusion should be mailed to:

Harris v. ViSalus, Inc.
Settlement Administrator
P.O. Box 3230
Portland, OR 97208-3230

10. What if I want to object to the Settlement?

Any Class Member who wishes to object to the Settlement must file a written objection with the Court and serve copies of the same on Class Counsel and counsel for ViSalus. If the Class Member wishes to appear before the Court at the Fairness Hearing, he or she must state so in the written objection. A Class Member may appear through an attorney if he or she so desires.

Class Counsel:

Andrew Kochanowski
Sommers Schwartz, P.C.
1 Towne Square, Ste. 1700
Southfield, MI 48076
akochanowski@sommerspc.com

ViSalus's Counsel:

Edward A. Salanga
Quarles & Brady LLP
2 North Central Avenue
Renaissance One
Phoenix, AZ 85004
Edward.salanga@quarles.com

All written objections must: (a) be marked as "Written Objections to Settlement Agreement" in *Harris v. ViSalus, Inc.*, Civil Action No. 4:17-cv-12626; (b) state the objector's full name, address, and telephone number; (c) set forth a brief statement regarding the objections; (d) state the reasons for the objections; (e) include copies of any papers that support the objections; (f) include the objector's signature and verification under oath that the objector believes he/she is a Settlement Class member; and (g) if the objector wants to be heard at the Final Approval Hearing, state that the objector intends to appear at the Final Approval Hearing. If an attorney makes the objection, the written objection must provide the attorney's name, address, email address, and telephone number.

The last date for Class Members to object to the Settlement and file a notice of intention to appear at the Fairness Hearing is **August 28, 2019**.