

**If you purchased a product on sale or through a promotion from
www.GNC.com at any time from January 1, 2012 to September 9, 2019,
you may be entitled to benefits under a class action settlement.**

A federal court has authorized this Notice. This is not a solicitation from a lawyer.

Please read this Notice carefully and completely.

- A Settlement has been proposed in a class action lawsuit against General Nutrition Centers, Inc. and GNC Holdings, Inc. (collectively “GNC” or “Defendants”), based on allegations that GNC misrepresented the existence, nature, and amount of price discounts on products for sale on its website, www.GNC.com, in violation of various consumer protection laws and common law.
- Defendants deny all allegations of wrongdoing, and no court or entity has made any judgment or other determination of any wrongdoing or that the law has been violated. By entering into the Settlement, GNC is not admitting that it did anything wrong.
- You are a “Class Member” if you purchased any product on sale or through a promotion from GNC’s Website (www.GNC.com) at any time from January 1, 2012 to September 9, 2019.
- The proposed Settlement provides everyone who receives Notice of the Settlement with a \$30 off \$100 Coupon that may be redeemed for merchandise through www.GNC.com until December 12, 2019, and, depending on each Class Member’s eligibility, either a Voucher that may be redeemed for merchandise on www.GNC.com (not expected to exceed \$15.00) or cash payments (not expected to exceed \$5.00).
- Your legal rights are affected whether you act or don’t act. You should read this entire Notice carefully.

Questions? Visit www.OnlinePriceSettlement.com or call 1-855-929-0052.

This Settlement affects your legal rights even if you do nothing.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
<p>SUBMIT A CLAIM FORM</p> <p>DEADLINE: NOVEMBER 23, 2019</p>	<p>Submitting a Claim Form is the only way to receive Vouchers or cash payments provided by the Settlement. You do not need submit a Claim Form to receive the \$30 off \$100 Coupon.</p>
<p>EXCLUDE YOURSELF FROM THIS SETTLEMENT</p> <p>DEADLINE: NOVEMBER 23, 2019</p>	<p>If you exclude yourself, you will still receive the \$30 off \$100 Coupon under the Settlement, but you will give up the right to receive Vouchers or cash payments provided by the Settlement.</p> <p>This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Defendants about the legal claims this Settlement resolves.</p>
<p>OBJECT OR COMMENT ON THE SETTLEMENT</p> <p>DEADLINE: NOVEMBER 23, 2019</p>	<p>You may object to the Settlement by writing to the Court about why you don't like the Settlement. You can do this only if you don't exclude yourself.</p> <p>If you object, you may also file a Claim Form to receive Settlement benefits, but you will give up the right to sue Defendants in a separate lawsuit about the legal claims this Settlement resolves.</p>
<p>GO TO THE FAIRNESS HEARING</p> <p>DATE: DECEMBER 19, 2019 AT 2:30, PM</p>	<p>You may attend the Fairness Hearing where the Court may hear arguments concerning the approval of the Settlement. If you wish to speak at the Fairness Hearing, you must make a request to do so in your written objection or comment.</p> <p>You are <u>not</u> required to attend the Fairness Hearing.</p>
<p>DO NOTHING</p>	<p>If you do nothing, you will receive the \$30 off \$100 Coupon provided by the Settlement. However, you will give up your rights to assert any claims about the legal claims this Settlement resolves.</p>

- This Notice explains these rights and options—**and the deadlines to exercise them.**
- The Court must decide whether to approve the Settlement as part of the process described in this Notice. Vouchers or cash payments (as applicable) will be distributed if the Court approves the Settlement.

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Basic Information

1. Why did I get a Notice?

The Court authorized this Notice because you have a right to know about the proposed Settlement of the class action against Defendants and about your options, before the Court decides whether to grant final approval of the Settlement.

This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. Please read this Notice carefully.

The case is known as *Carter v. General Nutrition Centers, Inc. and GNC Holdings, Inc.*, No. 2:16-cv-00633-MRH (the “Action”). The Hon. Mark R. Hornak of the United States District Court for the Western District of Pennsylvania is overseeing this class action. The individuals who sued are called “Plaintiffs”, and the companies they sued, General Nutrition Centers, Inc. and GNC Holdings, Inc. are called “Defendants.”

2. What is this lawsuit about?

The Plaintiffs alleged that GNC misrepresented the existence, nature, and amount of price discounts on products for sale on its website, www.GNC.com, thus causing Plaintiffs and other similarly situated consumers not to receive the discount as advertised. Plaintiffs alleged that Defendants’ pricing practices violated various states’ consumer protection statutes. GNC denies all allegations of wrongdoing and has asserted many defenses. By entering into the Settlement, Defendants are not admitting that they did anything wrong.

3. Why is this a class action?

In a class action, one or more people, called the Class Representative(s), sue on behalf of people who have similar claims. Together all these people are Class Members. One court resolves the issues for all Class Members, except those who exclude themselves from the Class.

In this case, the Court appointed the five Plaintiffs (Kim Carter, Ashley Gennock, Kenneth Harrison, Jenna Kaskorkis, and Daniel Styslinger) as Class Representatives for purposes of this Settlement.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendants. Instead, both sides agreed to a settlement. The Class Representatives and the attorneys for the Class (“Class Counsel”) believe that the Settlement is best for all Class Members because of the risks and uncertainty associated with continued litigation, and the nature of the defenses raised by Defendants.

Who Is Included in the Settlement?

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

You are a Class Member and part of the Settlement if you purchased any product on sale or through a promotion from GNC’s Website (www.GNC.com) at any time from January 1, 2012 through September 9, 2019.

6. Are there exceptions to being included in the Settlement?

Excluded from the Settlement are GNC, any affiliate, parent, direct, or indirect subsidiary, or any entity in which GNC has a controlling interest, any of GNC’s current or former directors, officers, managers, employees, partners, advisors, counsel, and their immediate families; and any person who validly requests exclusion from the Settlement.

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7. What if I am not sure whether I am included in the Settlement?

If you are still not sure whether you are included in the Settlement, you may visit www.OnlinePriceSettlement.com for more information and access a copy of the Settlement Agreement and other important documents. You may also call the Settlement Administrator's toll-free number at 1-855-929-0052 or e-mail info@onlinepricesettlement.com and ask for assistance.

The Settlement Benefits—What You Get

8. What does the Settlement provide?

Under the Settlement, GNC will make available a "Settlement Fund" comprised of not less than \$6,000,000 in monetary consideration that will be used to pay for the: (1) value of claimed Vouchers, claimed cash payments, and, under certain specific circumstances, value of Coupons redeemed prior to final approval of the Settlement, (2) costs of settlement administration and notice, (3) service payments to the Class Representatives as awarded by the Court; and (4) Class Counsel's fees and expenses as awarded by the Court.

The Settlement provides each Class Member who receives Notice of the Settlement with a \$30 off \$100 Coupon that may be redeemed for merchandise through www.GNC.com until December 12, 2019. In addition, depending on each Class Member's eligibility, each Class Member may be eligible to receive one or more Voucher(s) that may be redeemed for merchandise on www.GNC.com (not expected to exceed \$15.00) or one or more cash payment(s) (not expected to exceed \$5.00).

9. Tell me more about the \$30 Off \$100 Coupon

If you received Notice of the Settlement, you were also sent a \$30 Off \$100 Coupon along with the Notice. You need not submit a Claim Form to use your Coupon. Your Coupon may be redeemed as a one-time credit in the amount of thirty dollars (\$30) off of a purchase otherwise totaling one hundred dollars (\$100) or more of merchandise through www.GNC.com until December 12, 2019.

Coupons are subject to the following terms and conditions: (a) Coupons are fully transferrable; (b) no individual may redeem more than one (1) Coupon; (c) Coupons will expire no earlier than seven (7) days prior to the Fairness Hearing; (d) Coupons may not be combined with other coupon(s) except that Coupons may be used on any Merchandise offered to the general public on promotion or at a discount; and (e) Coupons have no independent monetary value.

The deadline to redeem your Coupon is December 12, 2019. You do not have to submit a Claim Form to redeem your Coupon.

10. Tell me more about the Voucher and cash payments

In addition to the \$30 Off \$100 Coupon, you may make a claim to receive (i) one or more cash payment(s) of \$5.00 and/or (ii) one or more \$15 Voucher(s) which are redeemable from www.GNC.com. The number of cash payments and/or Vouchers you can elect to receive depends on whether you are claiming Settlement benefits as a "**Single Purchaser**" or a "**Multiple Purchaser**."

- You are a "**Single Purchaser**" if: (1) you purchased any product on sale or through a promotion from GNC's Website (www.GNC.com) at any time from January 1, 2012 to September 9, 2019.

As a **Single Purchaser**, you are entitled to receive, at your election, either: (i) a cash payment of \$5.00, or (ii) a Voucher worth \$15 redeemable from www.GNC.com.

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- You are a “**Multiple Purchaser**” if you made: (1) a total of five (5) or more purchases (each such qualifying purchase must have been made in a unique transaction on a day separate from any other qualifying transaction) from GNC’s Website (www.GNC.com) at any time from January 1, 2012 to September 9, 2019; or (2) a purchase in excess of \$100.00 in a single transaction from www.GNC.com at any time from January 1, 2012 to September 9, 2019.

If you qualify as a **Multiple Purchaser**, you are also eligible to receive, at your election, either: (i) one (1) additional cash payment of \$5.00, or (ii) one (1) additional Voucher worth \$15.00, in addition to benefits available to a Single Purchaser.

If you are a **Multiple Purchaser**, you are limited to no more than a total of either: (i) two (2) cash payments of \$5.00; (ii) two (2) Vouchers worth \$15.00; or (iii) one (1) cash payment of \$5.00 and one (1) Voucher worth \$15.00. No individual may redeem more than two (2) total Vouchers.

You must submit a valid Claim Form in order to receive Voucher(s) and/or cash payments. The deadline to file a claim is November 23, 2019.

How You Get Vouchers or Cash Payments—Submitting a Claim Form

11. How do I make a claim for a Voucher or cash payment (as applicable)?

YOU MUST COMPLETE AND SUBMIT A CLAIM FORM BY NOVEMBER 23, 2019 TO RECEIVE A VOUCHER OR CASH PAYMENT.

Claim Forms may be submitted online at www.OnlinePriceSettlement.com, or printed from the Settlement website and mailed to the Settlement Administrator at the address on the form. Claim Forms are also available by calling 1-855-929-0052 or by writing to Online Price Settlement, 1650 Arch St., Suite 2210, Philadelphia, PA 19103. The quickest way to file a claim is online.

Instructions for Single Purchasers

To file a claim for either a Voucher or cash payment as a **Single Purchaser**, you must submit a valid Claim Form electing to receive either: (i) a cash payment of \$5.00, *or* (ii) a Voucher worth \$15 redeemable from www.GNC.com., but not both.

You must provide the e-mail address for which you would like to receive the benefits you claim from the Settlement. The Claim Form also requires that you sign the attestation at the end of the Claim Form. Proof of purchase is not required to obtain Settlement benefits as a Single Purchaser.

Instructions for Multiple Purchasers

To file a claim for either: (i) one (1) additional cash payment of \$5.00, or (ii) one (1) additional Voucher worth \$15.00 in addition to benefits available to a Single Purchaser, a **Multiple Purchaser** must submit a valid Claim Form electing to receive an additional cash payment or an additional Voucher.

You must provide the e-mail address for which you would like to receive the benefits you claim from the Settlement. The Claim Form requires that you sign the attestation at the end of the Claim Form.

As a Multiple Purchaser, you must also Submit a proof of purchase for each transaction you contend qualifies you to be a Multiple Purchaser.

Instructions for filling out a Claim Form are included on the Claim Form. You may access the Claim Form at www.OnlinePriceSettlement.com.

The deadline to file a claim is November 23, 2019.

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12. When and how will I receive the benefits I claim from the Settlement?

If the Settlement is approved and becomes effective, distribution of Vouchers and PayPal/eCheck payments will be provided by the Settlement Administrator through the e-mail at the address you provided on your Claim Form.

If you change e-mail address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by emailing info@OnlinePriceSettlement.com or by writing to:

Online Price Settlement
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

The Court will hold a hearing on December 19, 2019 to decide whether to approve the Settlement. If Judge Hornack approves the settlement after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. It also takes time for Claim Forms to be processed. Please be patient and check www.OnlinePriceSettlement.com for updates.

13. What am I giving up if I remain in the Settlement?

Unless you exclude yourself, you stay in the Settlement, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues in this case. If the Settlement is approved and becomes final and not subject to appeal, then you and all class members release all "Released Claims" against all "Released Parties."

"Released Claims" means during the period from January 1, 2012, through and including the date of Preliminary Approval of the Settlement Agreement: (i) any and all claims, rights (including rights to restitution or reimbursement), demands, actions, causes of action, suits, liens, damages, attorneys' fees, obligations, contracts, liabilities, agreements, costs, expenses, or losses of any nature or description whatsoever; (ii) whether known or unknown, direct or indirect, matured or unmatured, contingent or absolute, existing or potential, suspected or unsuspected, equitable or legal, individual or representative; and (iii) whether based on or under federal statutory law, federal common law or federal regulation, or the statutes, constitutions, regulations, ordinances, common law, or any other law of any and all states or their subdivisions, parishes or municipalities; (iv) that arise out of or relate in any way to allegations in the Actions, which, for the avoidance of doubt includes GNC's alleged discounting of its merchandise from a regular or original price, advertising of those discounts, and GNC's sales of merchandise on www.GNC.com; and (v) that have been, or could have been, brought in the Actions, as well as any claims arising out of the same nucleus of operative facts as any of the claims asserted in the Actions. In addition, with respect to Representative Plaintiffs only, "Released Claims" includes all claims arising, or that could arise in the future, out of any conduct or omissions occurring as of the date of preliminary court approval of the settlement that might be attributable to any of the Released Parties, except with regard to any personal injury damages that may arise in the future that might be attributable to GNC.

"Released Parties" means GNC, including their affiliates, parents, direct and indirect subsidiaries, agents, insurers, and any company or companies under common control with any of them, and each of their respective predecessors, successors and assigns, past and present officers, directors, managers, employees, agents, servants, accountants, attorneys, advisors, shareholders, members, insurers, representatives, partners, vendors, issuers, or anyone acting on their behalf.

Excluding Yourself from the Settlement

If you don't want a Voucher or cash payment (as applicable) from this Settlement and want to keep any right you may have to sue or continue to sue Defendants or other Released Parties on your own about the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself and is sometimes referred

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to as “opting out” of the Settlement. Defendants may terminate the Settlement if a certain number of people exclude themselves from the Settlement.

14. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must sign and mail a notice of intention to opt out of the Settlement to the Settlement Administrator prior to the Opt-Out and Objection Deadline. Please be sure to include your name, address, and telephone number, and the words “opt out,” “exclusion,” or words to that effect clearly indicating an intent not to participate in the Settlement. the case name and number, and your signature. You must mail your exclusion request postmarked on or before **November 23, 2019**, to:

Class Action Opt-Outs
ATTN: Online Price Settlement
PO BOX 58220
1500 John F Kennedy Blvd. Suite C31
Philadelphia, PA 19102

You cannot exclude yourself on the phone or by fax or e-mail.

15. What is the effect if I exclude myself from this settlement?

If you ask to be excluded, you are telling the Court that you don’t want to be part of the Settlement. If you exclude yourself, you will not get a Voucher or cash payment pursuant to the Settlement.

If you exclude yourself, you will not be legally bound by anything that happens in the Action. You may be able to sue (or continue to sue) Defendants in the future about the legal issues in this case.

16. If I don’t exclude myself, can I sue Defendants for the same thing later?

No. Unless you exclude yourself, you give up your right to sue Defendants and the other Released Parties for the claims that this Settlement resolves. You must exclude yourself from *this* Settlement to pursue your own lawsuit. The deadline to submit your exclusion request is **November 23, 2019**.

The Lawyers Representing the Class

17. Do I have a lawyer in the case?

Yes. The Court appointed Ahdoot & Wolfson, PC, Finkelstein & Krinsk, Carlson Lynch Sweet Kilpela & Carpenter, Barbat, Mansour & Sucui PLLC, and Nathan & Associates to represent you and the other Class Members. These lawyers are called “Class Counsel.” You will not be charged for these lawyers. The Court will determine the amount of Class Counsel’s fees and expenses, which Defendants will pay as part of the Settlement. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will the lawyers be paid?

Class Counsel will ask the Court at the Fairness Hearing to award of attorneys’ fees and reimbursement of expenses incurred in litigating this case in an amount not to exceed 25% of the \$6,000,000 Settlement Fund (*i.e.*, \$1,500,000). The Court will determine the amount of attorneys’ fees and expenses awarded based on the work performed by attorneys for Plaintiffs who have participated in prosecuting this lawsuit, securing this Settlement, and facilitating its implementation. These fees and expenses will be paid from the Settlement Fund before

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providing benefits to Class Members. Defendants have agreed not to object to any fee and expense request that does not exceed \$1,500,000.

19. Will the Class Representatives be compensated?

The Class Representatives Kim Carter, Ashley Gennock, Kenneth Harrison, Jenna Kaskorkis, and Daniel Stysliger will ask the Court at the Fairness Hearing to award them a service payment of up to \$5,000 each for their efforts in initiating and prosecuting this case. The Court will determine the amount of each service payment which will be paid from the Settlement Fund before providing benefits to Class Members.

Objecting to the Settlement

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

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

If you are a Class Member and remain in the Class (*i.e.*, do not exclude yourself from the Settlement) you can object to the Settlement. To object, on or before **November 23, 2019**, you must file a written objection with the Court (together with any briefs, papers, statements, or other materials that you wish the Court to consider) and serve the objection on Class Counsel and GNC's Counsel at the address below. You must personally sign the objection and indicate that you object to the proposed settlement in *Carter v. General Nutrition Centers, Inc. and GNC Holdings, Inc.*, No. 2:16-cv-00633-MRH. Your objection must include: (1) your name and address; (2) an explanation of the basis upon which you claim to be a Class Member; (3) a statement as to whether the objection applies only to you, a specific subset of the class, or the entire class; (4) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (5) the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); and (6) a statement indicating whether you intend to appear at the Fairness Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules). If you or any of your Objecting Attorneys have objected to any class action settlement where you or your Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then your objection must include a statement identifying each such case by full case caption. Your objection and any supporting papers must be filed with the Court (together with any briefs, papers, statements, or other materials that the Settlement Class Member wishes the Court to consider) and served on proposed Class Counsel and GNC's Counsel at the addresses specified below no later than **November 23, 2019**:

**** See Next Page****

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Court	Class Counsel	Defense Counsel
Clerk of the Court United States District Court Western District of PA Joseph F. Weis, Jr. U.S. Courthouse 700 Grant Street Pittsburgh, PA 15219 Attn: <i>Carter v. GNC Holdings, Inc.</i> , <i>Case No. 2:16-cv-00633-MRH</i>	Gary F. Lynch CARLSON LYNCH, LLP 1133 Penn A venue, 5th Floor Pittsburgh, PA 15232 Robert R. Ahdoot Tina Wolfson AHDOOT & WOLFSON, PC 10728 Lindbrook Drive Los Angeles, CA 90024	Sean Sullivan DAVIS WRIGHT TREMAINE LLP 865 South Figueroa St, 24th Fl. Los Angeles, CA 90017

21. What’s the difference between objecting and excluding?

Objecting is simply telling the Court that you don’t like something about the Settlement. You can object only if you stay in the Settlement (*i.e.*, if you do not exclude yourself from the Settlement). Excluding yourself is telling the Court that you don’t want to be part of the Settlement. If you exclude yourself, you cannot object because the Settlement no longer affects you.

The Court’s Fairness Hearing

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

The Court will hold a Fairness Hearing at **2:30 PM** on **December 19, 2019** in Courtroom 6A at the United States District Court for the Western District of Pennsylvania, Joseph F. Weis, Jr., U.S. Courthouse, 700 Grant Street, Pittsburgh, PA 15219. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and whether to grant final approval of the Settlement. If there are objections, the Court will consider them. The Court will also decide how much to award the Class Representatives and Class Counsel. After the hearing, the Court will decide whether to grant final approval of the settlement. We do not know how long these decisions will take.

23. Do I have to attend the hearing?

No. Class Counsel will answer questions Judge Hornack may have. You are welcome to come at your own expense. You may also pay your own attorney to attend the Fairness Hearing on your behalf. If you send an objection, you don’t have to come to Court to discuss it. As long as your written objection is received on time, and you have followed directions contained in the Answer to Question 20 above, the Court will consider the information provided in your own written objection.

24. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must file with the Court a “Notice of Intention to Appear” in “*Carter v. General Nutrition Centers, Inc. and GNC Holdings, Inc.*, No. 2:16-cv-00633-MRH,” and serve the Notice on Class Counsel and GNC’s Counsel at the address in Question 20. Be sure to include your name, address, telephone number, an explanation of the basis upon which you claim to be a Class Member, a list of any documents (if any) you want the Court to consider, the names of any witnesses who you want to testify, and your signature. Your Notice of Intention to Appear must be received at the address in Question 20, no later than November 23, 2019. You cannot speak at the hearing if you exclude yourself.

If You Do Nothing

Questions? Visit www.OnlinePriceSettlement.com or call 1-855-929-0052.

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25. What happens if I do nothing at all?

If you choose to do nothing at all, you will still receive with your Notice a \$30 off \$100 Coupon that may be redeemed for merchandise through www.GNC.com until December 12, 2019, but you will not receive a Voucher or cash payment under the Settlement and will give up your rights to assert any claims that this Settlement resolves. Unless you exclude yourself from the Settlement, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants or the Released Parties about the legal issues that this Settlement resolves.

Getting More Information

26. Are there more details about the Settlement?

This Notice summarizes the proposed settlement. More details appear in the Settlement Agreement and Release of Claims (the "Agreement"). Copies of the Agreement and the pleadings and other documents relating to the case are on file at the United States District Court for the Western District of Pennsylvania and may be examined and copied at any time during regular office hours at the United States District Court for the Western District of Pennsylvania, Joseph F. Weis, Jr., U.S. Courthouse, 700 Grant Street, Pittsburgh, PA 15219. The Settlement Agreement is also available at the Settlement website, www.OnlinePriceSettlement.com.

27. How do I get more information?

You can visit the Settlement website at www.OnlinePriceSettlement.com, where you will find answers to common questions about the settlement, the Claim Form, plus other information, including a copy of the Settlement Agreement. You may also write to: Online Price Settlement, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

You should not direct questions to the Court.

Dated: September 23, 2019

By Order of the Court
CLERK OF THE COURT

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