

NOTICE OF SETTLEMENT OF CLASS ACTION

If you purchased the products "Arimatest"® and/or Novatest (the "Product") in the United States, its territories, or commonwealths from January 1, 2008, through September 29, 2009, you may be a class member in a class action lawsuit known as *Gonzales v. Supplement Services LLC, d/b/a MuscleMeds, Inc. and Xero Limits* ("MuscleMeds" or "Defendant"), Case No. SACV09-532 DOC (the "Action"), in the United States District Court for the Central District of California.

IF YOU ARE A MEMBER OF THIS CLASS OF PERSONS, YOU SHOULD READ THIS NOTICE CAREFULLY BECAUSE IT WILL AFFECT YOUR IMPORTANT LEGAL RIGHTS.

The purpose of this Notice is to advise you that a proposed settlement of the Action, which has been preliminarily approved, has been reached.

I. NATURE OF THE ACTION

MuscleMeds develops, markets, and distributes nutritional supplements. Plaintiffs filed a class action lawsuit against MuscleMeds, alleging that it made misrepresentations on its product labels and other marketing material with regard to laboratory testing results of the Product.

MuscleMeds denies any liability or wrongdoing of any kind associated with the claims alleged in the lawsuit, and contends that its advertising is supported by independent test results and is not false. No court or other entity has made any judgment or other determination of any liability.

The Parties have determined that it is in their best interests to settle the Action on the terms generally discussed below in order to avoid the expense, inconvenience, and interference with ongoing business operations of further litigation.

The Honorable David O. Carter of the United States District Court, Central District, has determined that the Action should be certified as a class action for settlement purposes only, with Plaintiffs as the class representatives, and has granted preliminary approval of the settlement, subject to a final fairness hearing discussed below. The Court has made no ruling as to the merits of the class allegations or any potential defenses of MuscleMeds. Distribution of this Notice is not a Court ruling or opinion as to the likelihood of recovery by the class or as to the merits of the plaintiff's allegations. The purpose of this Notice is only to inform potential settlement class members about the settlement and their rights under the settlement.

II. THE PROPOSED SETTLEMENT

MuscleMeds, without admitting that any of its advertising or label claims for the Product are misleading, agrees that all future advertising and label claims shall not contain any known untrue claim regarding the efficacy of the Product. Further, MuscleMeds agrees that no later than 90 days from preliminary approval of the settlement all packaging boxes for the Product shall contain the following disclaimer: **"Testing methodologies vary. Advertised results may not be typical."**

Additionally, MuscleMeds has agreed to establish a common fund having a value of \$2,155,000.00, consisting of cash in the amount of \$1,480,000 and coupons having an aggregate value of \$675,000.00. Authorized Claimants will be provided a refund check of \$10.00 out of the common fund for the Product purchased during the class period, with the maximum cash payment to any Authorized Claimant not to exceed \$20.00, as well as a coupon valued at \$7.50 for credit against the purchase at a GNC store of not less than \$50.00 of any of MuscleMeds products.

III. DISMISSAL OF THE ACTION AND RELEASE OF CLAIMS

If the Court approves the proposed settlement, it will enter a dismissal of the Action with prejudice as to all class members. All class members who do not validly and timely request to be excluded from the proposed settlement will be forever barred from prosecuting their own lawsuits and deemed to have released MuscleMeds, the other named defendants, and Advanced Oral Technologies, and each of their direct or indirect parents, wholly or majority owned subsidiaries, affiliated and related entities, predecessors, successors and assigns, partners, privities, and any of their present and former directors, officers, employees, shareholders, agents, representatives, attorneys, accountants, insurers, and all persons acting by, through, under or in concert with them, or any of them, including but not limited to manufacturers, distributors and retailers from all manner of action, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys' fees, of any nature whatsoever (excepting claims, if any, for personal injuries), known or unknown, in law or equity, fixed or contingent, which they have or may have arising out of or relating to any of the acts, omissions or other conduct that have or could have been alleged or otherwise referred to in the Action. The release shall also include all other products of MuscleMeds for which ZRT Laboratory, LLC performed one or more laboratory tests, including but not limited to, Hexaghen®.

IV. FAIRNESS HEARING

On December 14, 2009 at 8:30 am, a final hearing will be held on the fairness of the proposed settlement. At the hearing, the Court will entertain any objections and arguments concerning the proposed settlement's fairness. The Court will also consider any objections or comments to the Class Counsel's application for an award of attorney's fees and costs in connection with the Action. At the final hearing, Class Counsel will ask the Court for an award of attorneys' fees. This award is to be paid from the common fund established by MuscleMeds. **Settlement class members will NOT be individually responsible for Class Counsel's attorneys' fees and expenses.** However, each class member is individually responsible for any legal fees and expenses of their own personal attorney. The hearing will take place at:

The United States District Court for the Central District of California
411 West Fourth St.
Courtroom 9D of the Honorable David O. Carter
Santa Ana, California 92701

V. HOW TO RECEIVE YOUR REFUND

To be entitled to participate in the refund portion of the settlement, class members must accurately complete a Claim Form, verify the accuracy of the completed form under penalty of perjury under the Laws of the United States of America, and deliver that form with evidence in the form of a receipt, bank statement, and/or credit or debit card statement (or substantially similar evidence) clearly demonstrating purchase of the Product for personal use during the Class Period to the Claim Administrator no later than **November 23, 2009** to:

Gonzales v. Supplement Services LLC
c/o Simpluris Claim Administrator
3176 Pullman Street, Suite 123
Costa Mesa, CA 92626

If you do not submit a valid and timely Claim Form, you will not be able to participate in the refund and coupon portion of the settlement. The delivery date is deemed to be the date the form is deposited in the U.S. Mail, postage pre-paid, as evidenced by the postmark. You may request a Claim Form from the Claim Administrator at the address above or download one at <http://supplementservices.simpluris.net>.

VI. HOW TO OBJECT OR EXCLUDE YOURSELF FROM THE CLASS

Under the law, you have the right to exclude yourself from the class if you wish to pursue a separate lawsuit against MuscleMeds or for any other reason or no reason at all. **If you exclude yourself from the class, you will not be entitled to participate in any recovery by the class**, and you will not be bound by the settlement. Any person who submits a timely request for exclusion shall retain whatever rights that person may have to proceed with claims against MuscleMeds.

If you desire to be excluded from the class, you must send a letter or postcard, addressed to the MuscleMeds Claim Administrator at: **Gonzales v. Supplement Services LLC c/o Simpluris Claim Administration 3176 Pullman Street, Ste 123 Costa Mesa, CA 92626**. Set forth your name, address, and the approximate date you purchased the Product, and state your desire to be excluded from the Class. Your request for exclusion must be postmarked no later than **November 6, 2009**. Your request for exclusion must be signed by the settlement class member, except that a parent or legal guardian must sign for a settlement class member who is a minor or who is not otherwise legally competent to contract.

If you wish to object to or comment upon the fairness, reasonableness, and adequacy of the settlement, or any other matters to be considered by the Court, you must file a written objection and/or a Notice of Intention to Appear with the Court, and serve such objection and/or notice on Class Counsel and MuscleMeds' Counsel by **November 6, 2009** at the addresses set forth below as well as to the Claim Administrator at the address set forth above. Any written objections and/or Notice of Intention to Appear must state: (a) the full name, address, and telephone number of the person objecting; (b) the words "Notice of Objection" or "Formal Objection;" and (c) in clear and concise terms, the legal and factual arguments supporting the objection. If you only object to the appropriateness or merits of the Action itself, then your objection will be deemed invalid. Class members who fail to make objections in the manner specified above will be deemed to have waived any objections and will be foreclosed from making any objections (whether by appeal or any other process) to the settlement. Only class members who file and serve timely written objections and/or Notices of Intention to Appear will be allowed to speak at the Fairness Hearing.

Class Counsel	Counsel for MuscleMeds
Scott J. Ferrell, Esq. Call, Jensen & Ferrell 610 Newport Center Dr. Suite 700 Newport Beach, CA 92660	Shawn Kelly, Esq. Riker Danzig Scherer Hyland & Perretti LLP Headquarters Plaza One Speedwell Avenue Morristown, NJ 07962-1981

To be considered, the objection papers must be filed with the Court and delivered or postmarked to Class Counsel and MuscleMeds' counsel no later than **November 6, 2009**. **CLASS MEMBERS WHO DO NOT TIMELY MAKE THEIR OBJECTIONS WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FAIRNESS HEARING.** You may, but need not, enter an appearance through counsel of your choice. If you do, you will be responsible for your personal attorneys' fees and costs.

VII. HOW TO OBTAIN MORE INFORMATION

The foregoing information is not all-inclusive. You may obtain additional information by visiting the Office of the Clerk of the Court, 411 West Fourth Street, Room 1053, Santa Ana, CA 92701-4516, during regular court hours, to inspect the pleadings and other papers maintained there. Please note that the Clerk's Office is not permitted to give legal advice. The Settlement Agreement may also be viewed and downloaded from the Claim Administrator's website at <http://supplementservices.simpluris.net>.

PLEASE DO NOT CALL OR WRITE THE CLERK OF THE COURT'S OFFICE

Date: September 29, 2009

BY ORDER OF THE COURT
HONORABLE DAVID O. CARTER
UNITED STATES DISTRICT JUDGE