

If you purchased Vitamin C since 2001 You Could Be Affected by a Class Action Lawsuit and Settlements

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

- There is a class action lawsuit about whether Chinese vitamin C (ascorbic acid) manufacturers (“Defendants”) conspired to fix and raise prices. The lawsuit includes three Classes:
 - **Direct Purchaser Damages Class**, seeking money for companies that bought vitamin C directly from the Defendants or other Chinese manufacturers;
 - **Indirect Purchaser Damages Class**, seeking money for people who bought capsules or tablets containing vitamin C in certain states; and
 - **Injunction Class**, seeking a Court order that the Defendants not engage in any price-fixing activities in the future.
- Since the first notice, the Court has approved the Aland settlement. Settlements have now been reached with Weisheng Pharmaceutical Company Ltd. (“Weisheng”) and China Pharmaceutical Group Corp. Ltd. (“CPG”) for \$22.5 million, and with Northeast Pharmaceutical Group Co., Ltd. (“NEPG”) for \$1 million (see Questions 12 and 13 below).
- The lawsuit continues against the Non-Settling Defendants. This notice summarizes your rights and options with regard to the Settlements and an upcoming trial with the Non-Settling Defendants.

YOUR LEGAL RIGHTS AND OPTIONS:		
YOU MAY:		DUE DATE:
SUBMIT A CLAIM	See Question 14.	Postmarked by August 12, 2013
GO TO A HEARING	See Questions 30 & 31.	August 29, 2013
OBJECT	See Question 22.	Received by August 9, 2013
DO NOTHING	See Question 20.	No action required.
EXCLUDE YOURSELF	See Questions 16-19.	Postmarked by July 12, 2013

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- Your legal rights are affected whether you act or don’t act. Read this notice carefully.

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BASIC INFORMATION

1. Why did I get this notice package?

You or your company may have purchased vitamin C since December 1, 2001. This class action lawsuit and Settlements relate to those purchases. This notice explains that:

- There are proposed Settlements with some of the vitamin C manufacturers as to all three Classes. You have a right to know about the lawsuit and have legal rights and options that you may exercise before the Court decides whether to approve the Settlements.

Judge Brian Cogan of the United States District Court for the Eastern District of New York is overseeing this class action. The lawsuit is known as *In re Vitamin C Antitrust Litigation*, No. 1:06-MD-01738.

2. What is this lawsuit about?

This lawsuit claims the vitamin C manufacturers conspired to fix, raise, maintain, or stabilize prices of vitamin C, limited the supply of vitamin C, and overcharged customers who purchased vitamin C. You can read the Plaintiffs' Class Action Complaints at www.vitaminCantitrust.com. The vitamin C manufacturers deny they did anything wrong or illegal. They present several defenses, including that they were compelled to agree on prices by the government of the People's Republic of China. The Chinese government has advised the Court that the Companies were required by that Government to engage in the challenged conduct as part of its sovereign regulation of the Chinese economy. The Court has already determined, in a Memorandum Decision and Order dated September 6, 2011, that the defendants were not required to fix prices by the Chinese government.

3. What is a class action?

In a class action, one or more individuals or companies called class representatives (in this case The Ranis Company, Animal Science Products, Inc., and others) sue on behalf of others who have similar claims. All these individuals or companies are a "class" or "class members."

The people who sued—and all the class members like them—are called the plaintiffs. The companies they sued are called the defendants. One court will resolve the issues for everyone who remains in the classes.

4. Who are the Defendants?

The Defendants in all three Classes are Hebei Welcome Pharmaceutical Company, Ltd., Weisheng Pharmaceutical Company Ltd., and Aland (Jiangsu) Nutraceutical Co., Ltd. (formerly Jiangsu Jiangshan Pharmaceutical Co., Ltd.) and certain of their affiliated companies: Shijiazhuang Pharmaceutical (USA) Inc., and China Pharmaceutical Group, Ltd.

North China Pharmaceutical Group Corp. is a Defendant for the Direct Purchaser Damages Class and the Injunction Class, but is not a Defendant for the Indirect Purchaser Damages Class.

Northeast Pharmaceutical Group Co., Ltd. is a Defendant for the Injunction Class and the Indirect Purchaser Damages Class, but is not a Defendant for the Direct Purchaser Damages Class.

Weisheng, CPG, and NEPG ("Settling Defendants") have recently agreed to Settlements with some or all of the Classes. (Aland (Jiangsu) Nutraceutical Co., Ltd. ("Aland") previously agreed to Settlements with all three Classes.)

The Settling Defendants deny they did anything wrong and presented a number of defenses to Plaintiffs' claims but have settled to avoid the cost and risk of a trial.

5. What happened at the trial?

The Direct Purchaser Damages Class recently brought their claims before a jury during a three-week trial. Before the trial, NEPG reached a settlement with the Injunction Class and the Indirect Purchaser Damages Class. Before the trial concluded, Weisheng and CPG reached settlements with the Direct Purchaser Damages Class and the Injunction Class.

At the conclusion of the trial, the jury found that the Direct Purchaser Damages Class proved that the Non-Settling Defendants (Hebei Welcome and North China Pharmaceutical Group Corp.) knowingly entered into an agreement or conspiracy with the purpose or predictable effect of fixing the price or limiting supply of vitamin C. The jury also found that the Non-Settling Defendants did not prove that they were actually compelled by the Government of China to enter

into agreements fixing the price or limiting the supply of vitamin C and faced the prospect of penalties or sanctions for not complying with the directives or commands of the Chinese government in this regard. The jury returned a verdict against the Non-Settling Defendants in favor of the Direct Purchaser Damages Class for \$54.1 million, and the Court entered a judgment of \$162.3 million. More information on when this money may be distributed is in Question 24.

6. Why is this lawsuit a class action?

The Court decided that the Direct Purchaser Damages Class and the Injunction Class could be certified for trial because they meet the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts.

The Court has also certified the Indirect Purchaser Damages Class for the NEPG Settlement (and the prior Aland Settlement) only. The Court has not yet certified an Indirect Purchaser Damages Class outside of the settlement context.

More information is in the Court's Order Certifying the Class (for the Direct Purchaser Damages and Injunction Classes), which is available at www.vitaminCantitrust.com.

CLASS	STATUS	WHAT IT MEANS
Direct Purchaser Damages	Certified	Jury verdict in favor of plaintiffs; pending post-verdict motions to overturn the jury verdict filed by Non-Settling Defendants. Fairness hearing set to decide whether the Weisheng/CPG Settlement can be approved.
Indirect Purchaser Damages	Certified as a Class only in the NEPG (and prior Aland) Settlements. The Class as a whole is not certified.	Lawsuit continues against all defendants except Aland (previously settled) and NEPG. Fairness hearing set to decide whether the NEPG Settlement can be approved.
Injunction	Certified	Plaintiffs have filed a motion to obtain an injunction against Non-Settling Defendants. Fairness hearing set to decide whether the NEPG and Weisheng/CPG Settlement can be approved.

7. Why are there Settlements?

Some of the Defendants have agreed to Settlements with some of the Classes. Settling Defendants have denied all liability in this lawsuit and have presented various defenses to the Plaintiffs' claims.

The Settling Defendants and the plaintiffs agreed to the Settlements to lessen the cost and risk of a trial, and to ensure that money is recovered for the Class Members. The Class Representatives and Class Counsel think the Settlements are best for all Class Members. The case continues against the Non-Settling Defendants until all appeals are resolved.

WHO IS INCLUDED IN THE CLASSES?

8. How do I know if I am part of the Classes?

There are three Classes. It is possible to be a member of more than one Class.

You are included in the *Direct Purchaser Damages Class* if you or another company that assigned you its claims:

- Purchased vitamin C.
- For delivery in the U.S.
- Directly from a Defendant (except Northeast Pharmaceutical) or another Chinese manufacturer of vitamin C.
- Between December 1, 2001 and June 30, 2006.
- Without a contract, or with a contract that did not include an arbitration clause.

You are included in the ***Indirect Purchaser Damages Class*** if you:

- Purchased capsules or tablets containing vitamin C.
- For use or consumption and not for resale.
- Between December 1, 2001 and June 30, 2006.
- And you currently live in *and* your purchase was made in one of the following 20 states or the District of Columbia: Arizona, California, Florida, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Nebraska, Nevada, New Mexico, New York, North Carolina, North Dakota, South Dakota, Tennessee, Vermont, West Virginia, or Wisconsin.

You are included in the ***Injunction Class*** if you or another company that assigned you its claims:

- Purchased vitamin C manufactured by a Defendant, or products from any company containing vitamin C manufactured by the Defendants.
- Directly from a Defendant or from any other company.
- For delivery in the U.S.
- Between December 1, 2001 and now.
- Without a contract, or with a contract that did not include an arbitration clause.

The Defendants, their parent companies, subsidiaries, affiliates, co-conspirators, and government entities are excluded from all Classes. The Plaintiffs are not seeking damages for purchases after June 30, 2006, and any purchaser who incurred damages after this date risks giving up those claims by remaining in the Class.

9. I'm still not sure if I am included.

If you are still not sure whether you are a Class Member, you can ask for free help. See Question 32 below. You are not required to pay anyone to assist you in making a claim.

WHO IS AFFECTED BY THE SETTLEMENTS?

10. Who is included in the NEPG Settlements?

You are included in the NEPG Settlements if you are a member of the Injunction Class or the Indirect Purchaser Damages Class.

11. Who is included in the Weisheng and CPG Settlements?

You are included in the Weisheng and CPG Settlements if you are a member of the Direct Purchaser Damages Class or the Injunction Class.

THE SETTLEMENTS BENEFITS

12. What do the NEPG Settlements provide?

Under the Settlements, NEPG will:

- Promise the Injunction Class that it will comply with any injunction the Court may enter against any other Defendant,
- Pay \$500,000 towards the cost of attorneys' fees and costs incurred on behalf of pursuing the claims of the Injunction Class, and
- Pay an additional \$500,000 to the Indirect Purchaser Damages Class.

13. What do the Weisheng and CPG Settlements provide?

Under the Settlement, Weisheng and CPG will pay \$22.5 million to the Direct Purchaser Damages Class (\$20 million now, and \$2.5 million within one year after the Court approves the Settlement).

Weisheng and CPG will also promise the Injunction Class that it will comply with any injunction the Court may enter against any other Defendant.

Weisheng and CPG have not agreed to settle with the Indirect Purchaser Damages Class.

14. How are the funds going to be distributed?

If you are a member of the Direct Purchaser Damages Class and have not excluded yourself, you are eligible to get a payment. If you already submitted a claim form for the Aland Settlement, you do not need to resubmit another claim form. If you have not yet submitted a claim form, you **must** submit a claim form by **August 12, 2013** to be eligible.

If you received this notice by mail, you have also received a claim form. If you are reviewing this notice online or received a copy by some other means, you may download a claim form online at www.vitaminCantitrust.com or by calling the Settlement Administrator toll-free at 1-866-684-9673. You may also request a claim form by writing to the Settlement Administrator at the address below.

Completed claim forms **must be postmarked no later than August 12, 2013** and returned to the Settlement Administrator at the following address:

Vitamin C Settlements
Rust Consulting, Inc.
PO Box 2717
Faribault, MN 55021-9717

If you do not mail a properly addressed claim form, postmarked no later than **August 12, 2013**, your claim may be rejected and you may not be able to get any payment.

Please keep all of your records of your purchases from Defendants because you may need them to complete the claim form and may be asked later to provide them to the Settlement Administrator. Please do not attach documentation to your claim form.

Because there are millions of Members of the Indirect Purchaser Damages Class, a direct cash distribution to Indirect Purchaser Damages Class Members is not practical. Instead, settlement funds will be distributed on behalf of the Indirect Purchaser Damages Class to charitable, not-for-profit, or governmental organizations approved by the Court. Class Counsel will recommend that the funds be distributed to Vitamin Angels, the State Center, and the American Antitrust Institute. Additional information can be found on the website at www.vitaminCantitrust.com. Members of the Indirect Purchaser Damages Class should **not** submit a claim form.

15. How much will my payment be?

If you are a member of the Direct Purchaser Damages Class, your share of the Weisheng and CPG Settlement, or any future settlement, will depend on:

- a) The number of valid claim forms received,
- b) The amount of your purchases of vitamin C between January 1, 2002 and June 30, 2006, and
- c) The years in which those purchases were made.

The Direct Purchaser Damages Class Settlement Fund will be divided among direct purchasers that submit valid claims, after deducting fees and expenses approved by the Court. Your direct purchases for each year will be multiplied by the percentage overcharge found by Plaintiffs' expert economist for that year, to determine your total claimed damages. The fund will then be divided in proportion to direct purchasers' total claimed damages.

If you wish to object to this division of money, called the Plan of Allocation, you must file your objection by **August 9, 2013** as described in Question 22 below.

EXCLUDING YOURSELF

If you are a member of the Indirect Purchaser Damages Class and you want to keep the right to sue or continue to sue NEPG on your own for damages, you must take steps to get out of the Indirect Purchaser Damages Class. This is called excluding yourself – or sometimes called “opting out.”

Your options for excluding yourself are:

CLASS	YOUR OPTION	WHAT IT MEANS
Indirect Purchaser Damages	You can exclude yourself from the NEPG Settlement.	You can sue NEPG separately.
Injunction	You cannot exclude yourself.	You cannot sue NEPG separately for an injunction. Any injunction the Court issues benefit all Class Members.
Direct Purchaser Damages	You cannot exclude yourself.	You can no longer exclude yourself from the Class because the deadline has passed. These options are described in more detail below.

16. What does it mean to exclude myself from the Indirect Purchaser Damages Class?

It is important to know what rights you give up and keep if you exclude yourself.

If you are included in the Class Definition for the Indirect Purchaser Damages Class (see Question 8) and you want to sue NEPG separately about the related claims in this lawsuit, you must exclude yourself from the Class. If you exclude yourself, you can sue NEPG separately.

If you exclude yourself from a Class, you will not be legally bound by the Court's judgments concerning that Class.

If you start your own lawsuit against NEPG after you exclude yourself, you'll have to hire and pay your own lawyer for that lawsuit, and you'll have to prove your claims. If you do exclude yourself so you can start or continue your own lawsuit against NEPG, you should talk to your own lawyer soon, because your claims may be subject to legal time limits.

17. Can I exclude myself from the Injunction Class?

No, you cannot exclude yourself from the Injunction Class.

18. Can I exclude myself from the Direct Purchaser Damages Class?

No, the deadline to exclude yourself from the Direct Purchaser Damages Class has passed.

19. How do I ask the Court to exclude me from the Indirect Purchaser Damages Class?

To ask to be excluded from the Indirect Purchaser Damages Class, you must send an "Exclusion Request" in the form of a letter sent by mail, stating the following:

- That you want to be excluded from *In re Vitamin C Antitrust Litigation*;
- That you want to be excluded from the Indirect Purchaser Damages Class;
- All trade names or business names that you have used; and
- Your name, address, telephone number, and your signature.

You must mail your Exclusion Request postmarked by **July 12, 2013**, to: Vitamin C Settlements, Rust Consulting, Inc., PO Box 2717, Faribault, MN 55021-9717.

YOUR OTHER RIGHTS AND OPTIONS

20. What happens if I do nothing at all?

If you do nothing now, you will stay in any Class you are a member of.

21. What rights do I give up if I stay in the Indirect Purchaser Damages Class?

When you stay in the Class—whether you file a claim or do nothing—your rights are still affected. If you stay in the *Indirect Purchaser Damages Class*, you will not be able to sue, or continue to sue, NEPG—as part of any other lawsuit—for damages related to price-fixing of vitamin C purchased indirectly from the Defendants.

If you want to keep the right to sue for damages after June 30, 2006, you must exclude yourself. The Indirect Purchaser Settlement Agreement with NEPG, available at www.vitaminCantitrust.com, describes the exact legal claims against NEPG that you give up if you stay in the Class.

22. How do I object to or comment on the Settlements?

If you have comments about, or disagree with, any aspect of the NEPG or Weisheng/CPG Settlements, including the maximum attorneys’ fees that may be requested, or use of Settlement funds to pay administration and litigation costs and expenses, you may express your views to the Court by writing to the address below. The written objection needs to include the following:

- Your name, address, telephone number, and your signature;
- The case name and number (*In re Vitamin C Antitrust Litigation* No. 1:06-MD-01738);
- A brief explanation of your reasons for objecting; and
- Proof of your membership in a Class, such as invoices showing that you satisfy one of the definitions in Question 8.

The objection must be filed with the Court at the following address, **received by August 9, 2013**:

Clerk of Court
United States District Court for the Eastern District of New York
225 Cadman Plaza East
Brooklyn, NY 11201

You must also mail a copy of the objection to the following attorneys:

William A. Isaacson Boies, Schiller & Flexner LLP 5301 Wisconsin Avenue, NW Suite 800 Washington, DC 20015	Daniel E. Gustafson Gustafson Gluek, PLLC Canadian Pacific Plaza 120 South Sixth Street, Suite 2600 Minneapolis, MN 55402
<i>Class Counsel for the Direct Purchaser Damages Class and the Injunction Class</i>	<i>Class Counsel for the Indirect Purchaser Damages Class</i>

Athena Hou Zelle Hofmann Voelbel & Mason LLP 44 Montgomery Street Suite 3400 San Francisco, CA 94104	Scott Martin Greenberg Traurig LLP MetLife Building 200 Park Avenue New York, NY 10166
<i>Counsel for Weisheng Pharmaceutical Co., Ltd. and China Pharmaceutical Group, Ltd.</i>	<i>Counsel for Northeast Pharmaceutical Group Company, Ltd. (NEPG)</i>

23. What’s the difference between excluding myself and objecting to the Settlements?

If you exclude yourself from a Class you are telling the Court that you don’t want to be part of Settlements with that Class and, therefore, you will not receive any benefits from them. Objecting simply means telling the Court that you don’t like something about the Settlements. You can only object to a Settlement if you remain in that Class. If you exclude yourself, you have no basis to object to the Settlements because the case no longer affects you.

THE TRIAL FOR DIRECT PURCHASERS

The Court held a trial in the case brought by the Direct Purchaser Damages Class. See Question 5 for more information.

24. When will the Direct Purchaser Damages Class get the money awarded by the jury?

If the lawsuit against Hebei Welcome and North China Pharmaceutical Group Corp. isn't resolved by settlement, then Class Counsel will continue to litigate on behalf of the Direct Purchaser Damages Class through any appeals brought by the Non-Settling Defendants. There is no guarantee that the Plaintiffs will win, or that they will get any additional money or benefits for the Direct Purchaser Damages Class.

THE LAWYERS REPRESENTING YOU

25. Do I have a lawyer in this case?

The Court decided that the law firms of Boies, Schiller & Flexner LLP, Hausfeld LLP, and Susman Godfrey LLP are qualified to represent all members of the Direct Purchaser Damages Class and Injunction Class.

The Court decided that the law firms of Saveri & Saveri, Inc., Straus & Boies, LLP and Gustafson Gluek, PLLC are qualified to represent all members of the Indirect Purchaser Damages Class.

Together these law firms are called "Class Counsel." They are experienced in handling similar cases. More information about these law firms, their practices, and their lawyers' experience is available at www.bsflp.com, www.hausfeldllp.com, www.susmangodfrey.com, www.straus-boies.com, and www.gustafsongluek.com.

26. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you will have to pay that lawyer. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

27. How will the lawyers be paid?

Class Counsel will ask the Court for up to 35% of the \$22.5 million Direct Purchaser Damages Class Settlement Fund and up to 33% of the \$500,000 Indirect Purchaser Damages Class Settlement Fund for attorneys' fees, plus expenses. In addition, Class Counsel will ask the Court to approve the \$500,000 that NEPG agreed to pay towards the fees and expenses of the Injunction Class. You won't have to pay these fees and expenses personally. If the Court grants Class Counsel's request, the fees and expenses would be deducted from the appropriate Settlement Fund.

If Class Counsel later gets more money or benefits for the Class, they may ask the Court for additional fees and expenses, which would be either deducted from any money obtained or paid separately by the Defendants.

28. Will the Class Representatives be paid?

The Class Representatives will not be paid incentive awards from these Settlements.

THE COURT'S FAIRNESS HEARING FOR THE SETTLEMENTS

The Court will hold a hearing to decide whether to approve the Settlements, the Plan of Allocation, and the request for attorneys' fees and expenses. You may attend and you may ask the Court's permission to speak (see Question 31 for instructions), but you don't have to participate in the hearing in order to attend.

29. When and where will the Court decide whether to approve the Settlements?

The Court will hold a Fairness Hearing at **2:30 p.m. on August 29, 2013**, in Courtroom 8D South at the U.S. Courthouse, 225 Cadman Plaza East, Brooklyn, NY 11201. At this hearing the Court will consider whether the Proposed Settlements are fair, reasonable, and adequate, whether to approve the Plan of Allocation, and whether to award attorneys' fees and expenses. If there are objections, the Court will consider them. Judge Cogan will listen to Class Members who have asked to speak at the hearing (see Question 31). After the hearing, the Court will decide whether to approve the Settlements, the Plan of Allocation, and the request for attorneys' fees and expenses.

The Court may change the time and date of the Fairness Hearing. Notice of any change will be posted at the courthouse or on the Court's website and on www.vitaminCantitrust.com.

30. Do I have to come to the hearing?

No. Class Counsel will answer questions Judge Cogan may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as the Court received your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

31. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. If you wish to do so, you are encouraged to send a letter stating the following:

- "Notice of Intention to Appear in *In re Vitamin C Antitrust Litigation*";
- The position you will take and your reasons;
- Your name, address, telephone number, and your signature; and
- Proof of your membership in a Class, such as invoices showing that you satisfy one of the definitions in Question 8.

Your Notice of Intention to Appear must be filed with the Court at the following address, **received by August 9, 2013**:

Clerk of Court
United States District Court for the Eastern District of New York
225 Cadman Plaza East
Brooklyn, NY 11201

You must also mail a copy of the notice to the attorneys listed in Question 22.

GETTING MORE INFORMATION

32. Are more details available?

Yes. Visit the website, www.vitaminCantitrust.com, where you will find the Jury Verdict Form, the Court's Order Certifying the Class, the Class Action Complaints that the Plaintiffs submitted, the Defendants' Answers to the Complaints, and other relevant documents. You may also call 1-866-684-9673 or write to: Vitamin C Settlements, Rust Consulting Inc., PO Box 2717, Faribault, MN 55021-9717.