

United States District Court for the District of Maryland
Starr v. VSL Pharmaceuticals, Inc., No. 8:19-cv-02173-LKG

**If you bought the probiotic VSL#3 between June 1, 2016, and June 19, 2019,
your rights may be affected by a class action lawsuit.**

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

A \$20 million Settlement has been reached in a class action lawsuit. The Plaintiffs in this lawsuit (who are identified in section 2 below) are purchasers of VSL#3 between June 1, 2016, and June 19, 2019 (the “Class Period”).

Defendants are companies that licensed, marketed, and sold VSL#3 during the Class Period. Plaintiffs claim that Defendants falsely represented to consumers that the formulation of the probiotic VSL#3 that Defendants sold during the Class Period had been proven in clinical tests to be effective for certain medical conditions. Plaintiffs claim that consumers who purchased VSL#3 during the Class Period overpaid for the product. Defendants dispute Plaintiffs’ allegations. It has not been determined in court whether Plaintiffs are correct.

If you purchased VSL#3 during the Class Period, you may be eligible to receive a cash payment upon the submission of a valid claim form, which is attached to this notice. If you received a postcard or email notice about this lawsuit, then records reflect that you may have purchased VSL#3 in the United States during the Class Period.

Your legal rights are affected whether you act or do not act. Please read this notice carefully because it explains decisions you must make and actions you must take now.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
OPTION 1: SUBMIT A CLAIM	To receive the cash benefit described in this notice, you must submit a claim form by mail or online at www.vsl3lawsuit.com .
OPTION 2: ASK TO BE EXCLUDED	Get out of this lawsuit. Get no benefits from it. Keep your independent right to sue the Defendants yourself. If you ask to be excluded from the Class, you will not receive any cash benefit from the Settlement. However, you will not be bound by the results of this lawsuit, and you will retain any rights you may have to sue the Defendants separately regarding your purchases of VSL#3 during the Class Period. As explained below, if you want to be excluded from the classes, you must act before October 20, 2026.
OPTION 3: OBJECT TO THE SETTLEMENT	Write to the Court and the lawyers for both sides if you do not like the Settlement. The Court will consider your objection in determining whether to approve the Settlement. The deadline to object to the Settlement is October 20, 2026.

If you have any questions about this Settlement, please visit www.vsl3lawsuit.com or call 1-844-942-4216.

OPTION 4: DO NOTHING	Remain in the Settlement and receive no cash benefit. Give up your rights to sue Defendants regarding the issues resolved by the Settlement.
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WHAT THIS NOTICE CONTAINS

BASIC INFORMATION.....	3
1. Why did I get this notice?	3
2. What is a class action lawsuit, and who is involved?	3
3. Why is this lawsuit a class action?	3
4. Why is there a Settlement?	3
WHO IS IN THE SETTLEMENT.....	3
5. Am I part of this Settlement?.....	3
6. I'm still not sure if I am included.	4
THE SETTLEMENT'S BENEFITS	4
7. What does the settlement provide?	4
8. How will settlement benefits for Class Members be calculated?	4
9. If I submit a claim form, when will I receive the settlement benefit?	4
YOUR RIGHTS AND OPTIONS.....	5
10. Do I need to do anything now?.....	5
11. What do I need to do to receive the cash benefit provided for by the Settlement?	5
12. What happens if I ask to be excluded?	5
13. How do I object, if I want to?	6
14. What happens if I do nothing at all?	6
15. When will the Court decide whether to approve the Settlement?	6
THE LAWYERS REPRESENTING YOU	6
16. Do I have a lawyer in this case?	Error! Bookmark not defined.
17. Should I get my own lawyer?	7
18. How will the Class Counsel be paid?	7
GETTING MORE INFORMATION	7
19. Is more information available?	7

BASIC INFORMATION

1. Why did I get this notice?

If you purchased VSL#3 during the Class Period, you may be a member of the Class (subject to certain exceptions, described in Section 5 below). If you received a postcard or email notice about this lawsuit, then records reflect that you may have purchased VSL#3 during the Class Period.

The Court authorized the sending of this notice because you have a right to know about this class action and about your options in connection with the Settlement. Information about the Settlement is summarized below. The Settlement Agreement, available on the Settlement Website (www.vsl3lawsuit.com), gives greater detail on the rights and duties of the Parties and Settlement Class Members.

2. What is a class action lawsuit, and who is involved?

In a class action, one or more people called the “Plaintiffs” or “class representatives” sue on behalf of other people with similar claims. Those people are the “class” or “class members.” The companies that are being sued are called the Defendants. In a class action, a court decides the claims of the Plaintiffs and all the class members against the Defendants in one case. That decision, whether in favor of the Plaintiffs and the Class or in favor of the Defendants, binds all class members.

The Plaintiffs in this case are David Starr, Bernadette Mavrikos, Edmund Quiambao, James Tettenhorst, Jeremy Hansen, Krista Karo, Arlene Reed-Cossairt, Peter Stavros, and Heather Farkas.

The Defendants are VSL Pharmaceuticals, Inc.; Leadiant Biosciences, Inc.; and Alfasigma USA, Inc.

3. Why is this lawsuit a class action?

The Court decided that this lawsuit may go forward as a class action because it meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts.

4. Why is there a Settlement?

The Court has not decided whether the Plaintiffs’ claims are correct. Instead, both sides have agreed to the Settlement before the Court decides those issues. By agreeing to the Settlement, the parties avoid the costs and uncertainty of a trial, and Class Members receive the benefits described in this notice. The proposed Settlement does not mean that any law was broken or that Defendants did anything wrong. Defendants deny all legal claims in this case. Plaintiffs and their attorneys think the Settlement is best for Class Members.

WHO IS IN THE SETTLEMENT

5. Am I part of this Settlement?

You are a Member of the Class if you purchased VSL#3 in the United States between June 1, 2016, and June 19, 2019. However, you are not in the Class if you are an officer or director of Defendants Alfasigma, Leadiant, or VSL, or their parents, subsidiaries, affiliates, or any entity in which the Defendants have a controlling interest. You are also not part of the Class if you are a person or entity that purchased VSL#3 exclusively for resale to a consumer. Finally, you are also not included in the Class if you are a judge assigned to hear any aspect of this litigation, or the judge’s staff or immediate family, or you are Class Counsel, their staff members, or immediate family.

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

If you are still not sure whether you are a member of the Class, you can call or write to the lawyers representing the Plaintiff and the Class in this case, at the phone numbers or addresses below.

THE SETTLEMENT'S BENEFITS

7. What does the settlement provide?

In exchange for dismissal of the litigation and release of claims against Defendant as detailed in the Settlement Agreement, Defendants have agreed to pay \$20 million to create a settlement fund. The Settlement Agreement is available at www.vsl3lawsuit.com and describes in detail the claims that you give up if you remain in the Settlement Class. After deducting any Court-approved costs for notice to Class Members, costs for administration of the Settlement, attorneys' fees and expenses, and a service award to the class representatives, the funds remaining will be available to be distributed to Class members who submit a timely and valid claim form.

8. How will settlement benefits for Class Members be calculated?

Upon submission of a valid claim form (see section 11 below), Class Members may receive \$20 per unit of VSL#3 they purchased, subject to potential adjustment of the per-unit benefit based on the volume of claims received and the amount available to pay claims. A unit is a bottle or box of VSL#3; multiple bottles in a multipack each count as a unit. Class members who do not have proof of purchase will be limited to submitting a claim for one (1) unit purchased per household. Class members with proof of purchase may seek a settlement benefit for the greater of (3) units of VSL#3 or the total number of units of VSL#3 for which they submit proof of purchase. Class members with proof of purchase may receive a per-unit claim amount up to a maximum of 40 units in total, or \$800, subject to *pro rata* adjustments, as described below.

If you received a notice with Notice credentials, that means that Class Counsel has obtained records of sales of VSL#3 from Defendants and certain retailers, which counts as proof of purchase. You can submit a claim using your Notice credentials, and that counts as proof of purchase for the number of units that the records reflect that you purchased. If you have proof of purchase (such as receipts) for a greater number of purchases, than those that appear when you enter your Notice credentials, then you may submit such proof to obtain a greater benefit.

If the total value of valid claims is less than the amount of money available to pay such claims, then the amounts paid for valid claims will be increased *pro rata* up to the amount of money available to pay claims, although the amount paid per unit will not be more than three times the amounts set forth in this notice. If the total value of valid claims exceeds the amount available to pay them, the amounts paid for valid claims will be reduced *pro rata*.

9. If I submit a claim form, when will I receive the settlement benefit?

The parties have proposed to the Court that settlement benefits be paid to Class Members within sixty (60) days after the Effective Date of the Settlement. The Court has scheduled a hearing to consider whether to grant final approval of the Settlement on January 6, 2027. But the date on which the Court will grant final approval is not known. And there may be other reasons that the distribution of settlement benefits could be delayed. To stay up to date on the status of the litigation and when settlement benefits are mailed, check the settlement website (www.vsl3lawsuit.com) regularly.

YOUR RIGHTS AND OPTIONS

10. Do I need to do anything now?

You must decide whether to (i) stay in the Class and submit a claim form; (ii) ask to be excluded; or (iii) file an objection. **If you decide to stay in the Class, you must submit a claim form as set forth in this notice. If you decide to request to be excluded or object to the Settlement, you must do so by October 20, 2026 in the manner described below.**

11. What do I need to do to receive the cash benefit provided for by the Settlement?

If you are a Class Member (see Items 5 and 6 above) and want to receive the cash benefit described in this Settlement, you **MUST** submit a claim form, either by mailing the completed, signed claim form attached to this notice, or by submitting a claim form online at www.vsl3lawsuit.com. In exchange for those benefits, you will have released and waived your right to sue Defendants over the issues involved in this action. **The definition of “Released Claims” from the Settlement Agreement is copied below. Please read it carefully.**

As used herein, the term “**Released Claims**” means any and all Legal Claims (including but not limited to any and all Claims in the Litigation or otherwise asserted in any case ever) that any Settlement Class Representative or any Settlement Class Member ever had, now has, or may have in the future, whether asserted by such Settlement Class Representative or Settlement Class Member, or asserted on their behalf by a third party (including Legal Claims brought on behalf of the general public of the United States or of a particular state, district, or territory therein), arising out of or in any way relating to conduct occurring on or before the date of entry of the Preliminary Approval Order, relating to (a) the purchase or use of any of the VSL#3 Products, including but not limited to all of the products identified in any Complaint in this Litigation; (b) any of the marketing representations about the VSL#3 Class Products identified in any Complaint in this Litigation, including but not limited to statements or omissions about clinical studies performed on VSL#3, the ingredients in VSL#3, the efficacy of VSL#3, or where VSL#3 is manufactured; (c) any claims for any acts or omissions that were raised or could have been raised within the scope of the facts asserted in any Complaint in this Litigation; or (d) any event, matter, dispute, or thing that in whole or in part, directly or indirectly, relates to or arises out of said events specified in (a), (b), or (c) of this paragraph. For the avoidance of doubt, the Released Claims do not include Legal Claims for personal injury.

12. What happens if I ask to be excluded?

If you exclude yourself from the Class—which is sometimes called “opting out” of the Class—you will not get any money or benefits from the settlement of the action. If you exclude yourself, you will not be legally bound by the Court’s judgments in the action. If you start your own lawsuit against Defendants 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.

To ask to be excluded from the Class, you must send an “Exclusion Request” in the form of a letter sent by U.S. mail, stating that you want to be excluded from *Starr v. VSL Pharmaceuticals, Inc.* A sample exclusion request form that you can use is available at www.vsl3lawsuit.com. Be sure to include your name and address and sign the letter. You must mail your Exclusion Request **by October 20, 2026**, to: VSL#3 Class Action, c/o Settlement Administrator, 1650 arch Street, Suite 2210, Philadelphia, PA 19103.

13. How do I object, if I want to?

If you wish to object to the Settlement, you must file documents explaining the basis of your objection by October 20, 2026. Your objection must be filed with the Court, with copies sent to Class Counsel. The Court's address is United States District Court for the District of Maryland, 6500 Cherrywood Lane, Greenbelt, MD 20770. Class Counsel's address for objections is: Starr v. VSL Pharmaceuticals, Objections, c/o Patrick J. Vallely, Esq., Shapiro Haber & Urmy LLP, One Boston Place, Suite 2600, Boston, MA 02108.

To be effective, an objection must (a) include the case name and case number: "Starr et al. v. VSL Pharmaceuticals, Inc., et al., Case No. 8:19-cv-02173"; (b) contain the full name, mailing address, and telephone number of the Class Member objecting to the proposed Settlement; (c) include the objector's signature, or the like signature or affirmation of an individual authorized to act on the objector's behalf; (d) state with specificity the grounds for the objection; (e) state whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class; (f) contain the name, address, bar number, and telephone number of counsel for the objector, if represented by an attorney in connection with the objection; and (g) state whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel. If the objector or his or her attorney intends to present evidence at the Final Approval Hearing, the objection must contain the following information: a detailed description of all evidence the objector will offer at the Final Approval Hearing, including copies of any and all exhibits that the objector may introduce at the Final Approval Hearing.

14. What happens if I do nothing at all?

If you fall within the definition set forth in the response to Question 5 and do nothing, you will not receive any benefits from this Settlement, but you will be bound by its terms and give up your right to start a lawsuit about the legal issues resolved by the Settlement against the Defendants and anyone else from whom you may have purchased VSL#3. You will give up (or "release") all claims that have been made and all related claims that could have been made in this lawsuit (this means that you are agreeing to fully, finally and forever release, relinquish, and discharge all Released Claims against the Released Parties, as set forth above in response to Question 11).

15. When will the Court decide whether to approve the Settlement?

The Court has set a hearing at 2:30 p.m. on January 6, 2027, at the United States District Court for the District of Maryland, 6500 Cherrywood Lane, Greenbelt, MD 20770. The hearing may be moved to a different date or time without further notice. The settlement website will be updated with any changes in date or time. Please check the settlement website regularly if you plan to attend to ensure you show up on the correct date and time. At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also consider Class Counsel's application for attorneys' fees and expenses and for an incentive award to the class representative. After the hearing, the Court will decide whether to grant final approval of the Settlement.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Plaintiffs and the Class in this case are represented by the following lawyers at the following law firms: Jeremy W. Schulman and Jeffrey S. Gavenman of Hughes Hubbard & Reed, whose offices are at 1775 I Street, N.W. in Washington, D.C. 20006. More information about Hughes Hubbard & Reed is available at www.hugheshubbard.com.

If you have any questions about this Settlement, please visit www.vsl3lawsuit.com or call 1-844-942-4216.

Edward F. Haber, Michelle H. Blauner, Ian J. McLoughlin, and Patrick J. Vallely of Shapiro Haber & Urmy LLP, whose offices are located at One Boston Place, Suite 2600, Boston, MA 02108. More information about Shapiro Haber & Urmy LLP is available at www.shulaw.com.

These lawyers are referred to as “Class Counsel.” They may be reached by calling 1-800-392-5747 or email at vsl3lawsuit@hugheshubbard.com.

17. Should I get my own lawyer?

You do not need to hire your own lawyer because the Class Counsel represents all class members, including you. You are permitted to have your own lawyer in addition to being represented by Class Counsel, but you will have to find and pay for that lawyer.

18. How will the Class Counsel be paid?

As part of the Settlement, Class Counsel will seek up to one-third of the settlement amount (i.e., up to \$6,666,666.67) for compensation for their attorneys’ fees, plus reasonable expenses incurred in pursuing this action, but the Court must approve any such payment to Class Counsel. Class Counsel will also seek an award from the Court of up to \$10,000 for each Class Representative for their service in representing the Class. Counsel will file their request for an award of attorneys’ fees, costs, settlement administration expenses, and service award to the named plaintiff, no later than September 21, 2026. Class Members may obtain any such submission to the Court from the Settlement Website or by contacting Class Counsel.

GETTING MORE INFORMATION

19. Is more information available?

You can find more information about this case on the website www.vsl3lawsuit.com, which contains the public versions of key filings in this case and further information related to the Settlement. If you have any questions about this class action notice or this case, you should contact one of the Class Counsel identified above, who will be pleased to answer your questions. There would be no cost or obligation to you.