

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D
(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO § 240.13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO
§ 240.13d-2(a)

(Amendment No. 2)¹

LifeVantage Corporation
(Name of Issuer)

Common Stock, par value \$0.0001 per share
(Title of Class of Securities)

53222K205
(CUSIP Number)

Dayton Judd
Sudbury Capital Fund, LP
136 Oak Trail
Coppell, Texas 75019
(972) 304-5000

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

November 10, 2023
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

¹ The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the *Notes*).

1	NAME OF REPORTING PERSON Sudbury Capital Fund, LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER 749,325
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 749,325
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 749,325	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.9%	
14	TYPE OF REPORTING PERSON PN	

1	NAME OF REPORTING PERSON Sudbury Capital GP, LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Texas	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER 749,325
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 749,325
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 749,325	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.9%	
14	TYPE OF REPORTING PERSON PN	

1	NAME OF REPORTING PERSON Sudbury Holdings, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Texas	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER 749,325
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 749,325
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 749,325	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.9%	
14	TYPE OF REPORTING PERSON OO, HC	

1	NAME OF REPORTING PERSON Sudbury Capital Management, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Texas	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER 749,325
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 749,325
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 749,325	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.9%	
14	TYPE OF REPORTING PERSON OO, IA	

1	NAME OF REPORTING PERSON Dayton Judd	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS AF, PF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 13,416
	8	SHARED VOTING POWER 749,325
	9	SOLE DISPOSITIVE POWER 13,416
	10	SHARED DISPOSITIVE POWER 749,325
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 762,741	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 6.0%	
14	TYPE OF REPORTING PERSON IN, HC	

The following constitutes Amendment No. 2 to the Schedule 13D filed by the undersigned (“Amendment No. 2”). This Amendment No. 2 amends the Schedule 13D as specifically set forth herein.

Item 2. Identity and Background.

Item 2 is hereby amended to add the following:

As previously disclosed, on August 9, 2023, (i) the Reporting Persons, (ii) Bradley L. Radoff and The Radoff Family Foundation (collectively, “Radoff”) and (iii) Michael Lohner entered into a Joint Filing and Solicitation Agreement (the “Original Agreement”) for the purpose of, among other things, working together to enhance stockholder value at the Issuer, including by seeking representation on the Board of Directors of the Issuer at the fiscal year 2024 annual meeting of stockholders of the Issuer (the “Fiscal 2024 Annual Meeting”). Pursuant to its terms, the Original Agreement was scheduled to terminate upon the earlier to occur of the (i) certification of the results of the Fiscal 2024 Annual Meeting and (ii) written agreement of the Reporting Persons and Radoff. Prior to the certification of the results of the Fiscal 2024 Annual Meeting, the Reporting Persons and Radoff determined to continue to work together to enhance stockholder value and improve corporate governance at the Issuer. In connection therewith, on November 10, 2023, the Reporting Persons and Radoff entered into the Group Agreement (as defined and further described in Item 4). As a result, the Reporting Persons may continue to be deemed to be members of a “group,” within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), comprised of the Reporting Persons and Radoff. It is the understanding of the Reporting Persons that Radoff will file a separate Schedule 13D with respect to its ownership of shares of Common Stock pursuant to Rule 13d-1(k)(2) of the Exchange Act. Reference is made to such Schedule 13D for information concerning Radoff and its investment in the Issuer.

Item 3. Source and Amount of Funds or Other Consideration.

Item 3 is hereby amended and restated to read as follows:

The shares of Common Stock purchased by Sudbury Fund were purchased with working capital. The aggregate purchase price of the 749,325 shares of Common Stock directly owned by Sudbury Fund is approximately \$3,840,357, including brokerage commissions.

The shares of Common Stock owned by Mr. Judd were purchased with personal funds. The aggregate purchase price of the 13,416 shares of Common Stock directly owned by Mr. Judd is approximately \$61,766, including brokerage commissions.

Item 4. Purpose of Transaction.

Item 4 is hereby amended to add the following:

Prior to the certification of the results of the Fiscal 2024 Annual Meeting on November 10, 2023, the Reporting Persons and Radoff determined to continue to work together and in connection therewith entered into a group agreement (the “Group Agreement”) to supersede the Original Agreement for the purposes of working together to (i) enhance stockholder value and improve corporate governance at the Issuer, (ii) take all other action necessary to achieve the foregoing and (iii) take any other actions they determine to undertake in connection with their respective investment in the Issuer. The foregoing description of the Group Agreement does not purport to be complete and is subject to and is qualified in its entirety by reference to the full text of the Group Agreement, a copy of which is attached hereto as Exhibit 99.1 and is incorporated by reference herein.

On November 13, 2023, counsel to the Reporting Persons and Radoff delivered a letter to counsel to the Issuer (the “Document Preservation Notice”) notifying the Issuer of its obligations to take reasonable steps to preserve and retain all documents, including electronically stored information, in connection with the Reporting Persons and Radoff (i) exploring potential claims that the Issuer’s directors took steps to unlawfully entrench themselves in violation of their fiduciary duties to the Issuer’s stockholders, and (ii) investigating and potentially filing various claims regarding potential violations of securities laws by the Issuer, in particular Section 14(a) of the Exchange Act, in connection with the Fiscal 2024 Annual Meeting. The foregoing description of the Document Preservation Notice does not purport to be complete and is subject to and is qualified in its entirety by reference to the full text of the Document Preservation Notice, a copy of which is attached hereto as Exhibit 99.2 and is incorporated by reference herein.

Item 5. Interest in Securities of the Issuer.

Items 5(a) and (c) are hereby amended and restated to read as follows:

(a) The aggregate percentage of shares of Common Stock reported owned by each person named herein is based upon 12,713,887 shares of Common Stock outstanding as of November 8, 2023, which is the total number of shares of Common Stock outstanding as reported in the Issuer’s Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on November 9, 2023.

As of the date hereof, Sudbury Fund directly beneficially owned 749,325 shares of Common Stock, constituting approximately 5.9% of the outstanding shares.

As of the date hereof, Mr. Judd directly beneficially owned 13,416 shares of Common Stock, constituting less than 1% of the outstanding shares.

Sudbury GP, as the general partner of Sudbury Fund, may be deemed to beneficially own the 749,325 shares of Common Stock beneficially owned by Sudbury Fund, constituting approximately 5.9% of the outstanding shares. Sudbury Holdings, as the general partner of Sudbury GP, may be deemed to beneficially own the 749,325 shares of Common Stock beneficially owned by Sudbury Fund, constituting approximately 5.9% of the outstanding shares. Sudbury Management, as the investment adviser to Sudbury Fund, may be deemed to beneficially own the 749,325 shares of Common Stock beneficially owned by Sudbury Fund, constituting approximately 5.9% of the outstanding shares. Mr. Judd, as the Sole Member of Sudbury Holdings and Managing Member of Sudbury Management, may be deemed to beneficially own the 749,325 shares of Common Stock beneficially owned by Sudbury Fund, which, together with the 13,416 shares of Common Stock he beneficially owns directly, constitutes an aggregate of 762,741 shares of Common Stock, constituting approximately 6.0% of the outstanding shares.

Radoff has represented to the Reporting Persons that it beneficially owns 861,250 shares of Common Stock. Collectively, Radoff and the Reporting Persons beneficially own 1,623,991 shares of Common Stock, which represents approximately 12.8% of the outstanding shares. Each Reporting Person disclaims beneficial ownership of the shares of Common Stock that he or it does not directly own. Furthermore, the Reporting Persons expressly disclaim beneficial ownership of the 861,250 shares of Common Stock beneficially owned by Radoff.

(c) There have been no transactions in securities of the Issuer by the Reporting Persons during the past 60 days.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

Item 6 is hereby amended to add the following:

Prior to the certification of the results of the Fiscal 2024 Annual Meeting on November 10, 2023, the Reporting Persons and Radoff entered into the Group Agreement, as defined and described in Item 4 above and attached as Exhibit 99.1 hereto.

Item 7. Material to be Filed as Exhibits.

Item 7 is hereby amended to add the following exhibits:

99.1 Group Agreement, dated November 10, 2023.

99.2 Document Preservation Notice, dated November 13, 2023.

SIGNATURES

After reasonable inquiry and to the best of his knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: November 14, 2023

Sudbury Capital Fund, LP

By: Sudbury Capital GP, LP
General Partner

By: Sudbury Holdings, LLC
General Partner

By: /s/ Dayton Judd
Name: Dayton Judd
Title: Sole Member

Sudbury Capital GP, LP

By: Sudbury Holdings, LLC
General Partner

By: /s/ Dayton Judd
Name: Dayton Judd
Title: Sole Member

Sudbury Holdings, LLC

By: /s/ Dayton Judd
Name: Dayton Judd
Title: Sole Member

Sudbury Capital Management, LLC

By: /s/ Dayton Judd
Name: Dayton Judd
Title: Managing Member

/s/ Dayton Judd
Dayton Judd

GROUP AGREEMENT

This Agreement (this “Agreement”) is made and entered into as of November 10, 2023 by and among (i) Bradley L. Radoff and The Radoff Family Foundation (collectively, “Radoff”), and (ii) Dayton Judd, Sudbury Capital Fund, LP, Sudbury Holdings, LLC, Sudbury Capital GP, LP and Sudbury Capital Management, LLC (collectively, “Sudbury” and together with Radoff, each a “Party” and collectively, the “Parties” or the “Group”).

WHEREAS, the undersigned are stockholders, direct or beneficial, of LifeVantage Corporation, a Delaware corporation (the “Company”);

WHEREAS, the Parties and Michael Lohner entered into that certain Joint Filing and Solicitation Agreement, dated August 9, 2023 (the “Original Agreement”), for the purpose of, among other things, working together to enhance stockholder value at the Company, including by seeking representation on the Board of Directors of the Company at the fiscal year 2024 annual meeting of stockholders of the Company (including any other meeting of stockholders held in lieu thereof, and any adjournments, postponements, reschedulings or continuations thereof, the “Fiscal 2024 Annual Meeting”);

WHEREAS, the Original Agreement was scheduled to terminate upon the earlier to occur of the (i) certification of the results of the Fiscal 2024 Annual Meeting and (ii) written agreement of Radoff and Sudbury;

WHEREAS, prior to the certification of the results of the Fiscal 2024 Annual Meeting, Radoff and Sudbury determined to continue to work together to (i) enhance stockholder value and improve corporate governance at the Company, (ii) take all other action necessary to achieve the foregoing and (iii) take any other actions they determine to undertake in connection with their respective investment in the Company (the “Coordinated Activities”);

WHEREAS, the Parties desire to enter into this Agreement to supersede the Original Agreement to (i) reflect that Michael Lohner is no longer a member of a Section 13(d) “group” with Radoff and Sudbury, and (ii) amend and restate the terms of the Original Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Each of the undersigned agrees to form a “group” (as such term is defined in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) with respect to the securities of the Company. In furtherance of the foregoing and in accordance with Rule 13d-1(k) of the Exchange Act, the Parties shall file, separately or jointly, a Schedule(s) 13D and any amendments thereto with respect to the securities of the Company to the extent required by applicable law. Each member of the Group shall be responsible for the accuracy and completeness of its own disclosure therein, and is not responsible for the accuracy and completeness of the information concerning the other members, unless such member knows or has reason to know that such information is inaccurate.

2. So long as this Agreement is in effect, each of the undersigned shall provide written notice to Olshan Frome Wolosky LLP (“Olshan”), such notice to be given no later than four (4) hours after each such transaction, of (i) any of their purchases or sales of securities of the Company or (ii) any securities of the Company over which they acquire or dispose of beneficial ownership; *provided, however*, that each Party agrees not to purchase or sell securities of the Company or otherwise increase or decrease its economic exposure to or beneficial ownership over the securities of the Company if it reasonably believes that, as a result of such action, the Group or any member thereof would be likely to be required to make any regulatory filing (including, but not limited to, a Schedule 13D amendment, Form 3 or Form 4 with the Securities and Exchange Commission (the “SEC”)) without using its reasonable efforts to give the other members of the Group at least twelve (12) hours prior written notice; *provided, further*, that for so long as the Company’s Rights Agreement, dated as of August 30, 2023, remains in effect, no member of the Group shall transact in securities of the Company without the prior written consent of Radoff and Sudbury. For purposes of this Agreement, the term “beneficial ownership” shall have the meaning of such term set forth in Rule 13d-3 under the Exchange Act.

3. Each of the undersigned agrees to continue the Group for the purpose of the Coordinated Activities.

4. Radoff and Sudbury hereby agree to jointly pay all expenses and costs (including all legal fees) incurred in connection with the Group's activities (collectively, the "Expenses") on a percentage basis as follows: (i) Radoff 50% of the Expenses and (ii) Sudbury 50% of the Expenses. Any reimbursement from the Company regarding the Expenses paid pursuant to this Section 4 shall be allocated to Radoff and Sudbury in proportion to the Expenses paid pursuant to this Section 4.

5. Each Party agrees that any filing with the SEC, press release or other communication proposed to be made or issued by the Group or any member of the Group in connection with the Group's activities shall first be approved by a representative of Radoff and Sudbury. The Parties agree to work in good faith to resolve any disagreement that may arise between or among any of the members of the Group concerning decisions to be made, actions to be taken or statements to be made in connection with the Group's activities.

6. The relationship of the Parties shall be limited to carrying on the business of the Group in accordance with the terms of this Agreement. Such relationship shall be construed and deemed to be for the sole and limited purpose of carrying on such business as described herein. Nothing herein shall be construed to authorize any Party to act as an agent for any other party, or to create a joint venture or partnership, or to constitute an indemnification. Each Party agrees to use its reasonable efforts to avoid taking any action that may cause any other person or entity to be deemed to be a member of the Group without the prior consent of each of Radoff and Sudbury. Except as provided in Section 2, nothing herein shall restrict any Party's right to purchase or sell securities of the Company, as it deems appropriate, in its sole discretion, provided that all such purchases and sales are made in compliance with all applicable securities laws and the provisions of this Agreement.

7. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

8. This Agreement is governed by and will be construed in accordance with the laws of the State of New York. In the event of any dispute arising out of the provisions of this Agreement or their investment in the Company, the Parties consent and submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York located in the Borough of Manhattan or the courts of the State of New York located in the County of New York.

9. The Parties' rights and obligations under this Agreement (other than the rights and obligations set forth in Section 4 (solely with respect to Expenses incurred prior to the termination of the Agreement) and Section 8, which shall survive any termination of this Agreement) shall terminate upon the conclusion of the Coordinated Activities or as otherwise agreed by Radoff and Sudbury. Notwithstanding the foregoing, any Party may terminate his or its rights and obligations under this Agreement (other than the rights and obligations set forth in Section 4 (solely with respect to Expenses incurred prior to the termination of the Agreement) and Section 8, which shall survive any termination of this Agreement) on 24 hours' written notice to all other Parties, with a copy by email to Ryan Nebel at Olshan.

10. Each Party acknowledges that Olshan shall act as counsel for the Group and each of Radoff and Sudbury relating to their investment in the Company.

11. Each Party hereby waives the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

12. Each Party hereby agrees that this Agreement shall be filed as an exhibit to the Schedule(s) 13D required to be filed by them as contemplated under Section 1 of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed as of the day and year first above written.

The Radoff Family Foundation

By: /s/ Bradley L. Radoff
Name: Bradley L. Radoff
Title: Director

/s/ Bradley L. Radoff
Bradley L. Radoff

Sudbury Capital Fund, LP

By: Sudbury Capital GP, LP
General Partner

By: Sudbury Holdings, LLC
General Partner

By: /s/ Dayton Judd
Name: Dayton Judd
Title: Sole Member

Sudbury Capital GP, LP

By: Sudbury Holdings, LLC
General Partner

By: /s/ Dayton Judd
Name: Dayton Judd
Title: Sole Member

Sudbury Holdings, LLC

By: /s/ Dayton Judd
Name: Dayton Judd
Title: Sole Member

Sudbury Capital Management, LLC

By: /s/ Dayton Judd
Name: Dayton Judd
Title: Managing Member

/s/ Dayton Judd
Dayton Judd

November 13, 2023

BY EMAIL

LifeVantage Corporation
3300 North Triumph Boulevard, Suite 700
Lehi, Utah 84043
Attn: Alissa Neufeld
General Counsel and Corporate Secretary

c/o Vinson & Elkins L.L.P.
1114 Avenue of the Americas, 32nd Floor
New York, New York 10036
Attn: Lawrence S. Elbaum

Re: **Document Preservation Notice**

Dear Lawrence:

As you know, we are counsel for the Radoff-Sudbury Group, which is comprised of Bradley L. Radoff, Sudbury Capital Fund, LP and certain of their respective affiliates, and represents the largest stockholder of LifeVantage Corporation (“LifeVantage” or the “Company”). We write today regarding the Radoff-Sudbury Group’s investigation into and potential filing of various claims on behalf of and/or against the Company and its directors, officers and anyone else who may have aided or abetted those entities and individuals in committing violations of the federal securities laws and breaching their fiduciary duties to LifeVantage’s stockholders (the “Potential Claims”).

The purpose of this letter is to put LifeVantage on notice of its obligations to take reasonable steps to preserve and retain all documents, including electronically stored information (“ESI”) and hard copies, related to the Potential Claims.

Specifically, the Radoff-Sudbury Group is exploring claims that LifeVantage’s directors took steps to unlawfully entrench themselves in violation of their fiduciary duties to the Company’s stockholders. We are investigating whether the Company’s incumbent directors threatened relationships with distributors and other stakeholders to unlawfully pressure them to vote for the Company’s directors at the Company’s fiscal year 2024 annual meeting of stockholders held on November 6, 2023 (the “Annual Meeting”). We are also investigating the last minute switch in votes for Garry Mauro from the Radoff-Sudbury Group’s nominee, Dayton Judd, and whether the Company’s directors, and in particular Mr. Mauro, improperly utilized Company funds or assets, and/or made unlawful promises to secure the change in voting. In addition, the Radoff-Sudbury Group is investigating potential violations of the securities laws, in particular under Section 14(a) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). LifeVantage has already admitted to violating Rule 14a-6 and Rule 14a-13(a)(3) under the Exchange Act in connection with the Annual Meeting. We are investigating whether the Company also submitted false and misleading proxy solicitation materials to stockholders. In particular, LifeVantage confidently touted in its proxy materials its operational performance driving success for stockholders, and then the Company released its earnings after market close on November 9, 2023 which showed a decline in revenue, gross profit, gross margins and – most importantly – a decline in the number of active consultants by 17.5%, causing the stock to drop by almost 22%.¹ The Company’s stock has continued to plummet as the market digests the information, and is down as much as nearly 40% as of the writing of this letter.²

¹ Based on the closing price of the Company’s common stock on November 9, 2023 and November 10, 2023.

² Based on the closing price of the Company’s common stock on November 9, 2023 and November 13, 2023.

Until further notice, you should continue to retain and preserve all documents, communications, ESI and other records potentially relevant to the Potential Claims (“Potentially Relevant Materials”).

The terms “documents” and “communications” include hard copy and electronically generated communications in any form. They also refer to electronically-stored information (ESI). ESI includes, without limitation, the following: (a) all forms of electronic mail, text messages, instant messages, chats, calendar invitations, voice messages and recordings, and communications conveyed through social media and messaging apps; (b) information that is generated, received, processed, or recorded by computers and other electronic devices; and (c) output resulting from the use of any software program, including, but not limited to, word processing documents, spreadsheets, database files, charts, graphs, and outlines, regardless of whether said electronic data exists in an active file, a deleted file, or file fragment; activity listings of electronic mail receipts and transmittals; and any and all items stored on computer memories, hard disks, CD-ROMs, thumb drives, cloud-based storage, or on any other media for digital data storage or transmittal.

To fulfill LifeVantage’s preservation obligations, it must take reasonable steps to preserve all hard copy documents and ESI related to the Potential Claims in its possession, custody, or control (as well as in the possession, custody, or control of its agents, attorneys, consultants, and outside advisors), including but not limited to informing relevant custodians of their preservation obligations, immediately suspending any relevant document or data destruction and recycling policies, and taking all other reasonable steps necessary to prevent the intentional or inadvertent destruction, loss, override, or modification of documents and ESI related to the Potential Claims.

The failure to preserve documents and ESI related to the Potential Claims may subject LifeVantage to sanctions in any future legal proceedings. In the event of a dispute arising out of LifeVantage’s or its agents’ failure to preserve relevant documents, the Radoff-Sudbury Group will rely on this letter as evidence of our notice to LifeVantage of its preservation obligations.

Finally, this letter must be forwarded to all individuals who may have Potentially Relevant Materials. Please inform any of LifeVantage’s directors, officers, principals, employees, consultants, distributors, representatives and advisors who are likely to have information related to the Potential Claims of the contents of this memorandum and of the need to preserve documents. LifeVantage’s IT staff should be notified of this preservation notice so that appropriate measures are undertaken to suspend any digital information retention / destruction / recycling policies for data, digital media, and backup tapes that may contain information relating to the Potential Claims.

November 13, 2023

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If LifeVantage is aware of any third parties (including, but not limited to, agents, attorneys, consultants, financial and strategic advisors, proxy solicitors, public relations firms and other outside advisors) who may be in possession of Potentially Relevant Materials, it must forward this document preservation notice to them immediately and ensure their compliance with the obligations enumerated herein.

The Radoff-Sudbury Group reserves all rights and waives none.

Sincerely,

/s/ Lori Marks-Esterman

Lori Marks-Esterman

cc: Patrick Gadson, Vinson & Elkins L.L.P.
Bradley L. Radoff
Dayton Judd, Sudbury Capital Management, LLC
Ryan Nebel, Olshan Frome Wolosky LLP
Rebecca Van Derlaske, Olshan Frome Wolosky LLP