

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. 1)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)

August 9, 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 732,821
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 732,821
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 732,821	
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) 5.7%	
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 732,821
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 732,821
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 732,821	
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) 5.7%	
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 732,821
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 732,821
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 732,821	
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) 5.7%	
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 732,821
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 732,821
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 732,821	
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) 5.7%	
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 732,821
	9	SOLE DISPOSITIVE POWER 13,416
	10	SHARED DISPOSITIVE POWER 732,821
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 746,237	
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) 5.8%	
14	TYPE OF REPORTING PERSON IN, HC	

The following constitutes Amendment No. 1 to the Schedule 13D filed by the undersigned (“Amendment No. 1”). This Amendment No. 1 amends the Schedule 13D as specifically set forth herein.

Item 2. Identity and Background.

Items 2(a) and (c) are hereby amended and restated to read as follows:

(a) This statement is filed by:

- (i) Sudbury Capital Fund, LP, a Delaware limited partnership (“Sudbury Fund”);
- (ii) Sudbury Capital GP, LP, a Texas limited partnership (“Sudbury GP”), which serves as the general partner of Sudbury Fund;
- (iii) Sudbury Holdings, LLC, a Texas limited liability company (“Sudbury Holdings”), which serves as the general partner of Sudbury GP;
- (iv) Sudbury Capital Management, LLC, a Texas limited liability company (“Sudbury Management”), which serves as the investment adviser to Sudbury Fund; and
- (v) Dayton Judd, who serves as the Sole Member of Sudbury Holdings and Managing Member of Sudbury Management.

Each of the foregoing is referred to as a “Reporting Person” and collectively as the “Reporting Persons.” The Reporting Persons are parties to that certain Joint Filing and Solicitation Agreement (as further described in Item 6) with The Radoff Family Foundation (the “Radoff Foundation”), Bradley L. Radoff (together with the Radoff Foundation, “Radoff”) and Michael Lohner. As a result, the Reporting Persons may 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, Radoff and Mr. Lohner. It is the understanding of the Reporting Persons that Radoff and Mr. Lohner will file a separate Schedule 13D with respect to their 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 Mr. Lohner and their investment in the Issuer.

(c) The principal business of Sudbury Fund is investing in securities. The principal business of Sudbury GP is serving as the general partner of Sudbury Fund. The principal business of Sudbury Holdings is serving as the general partner of Sudbury GP. The principal business of Sudbury Management is serving as the investment adviser to Sudbury Fund. In addition to serving as the Sole Member of Sudbury Holdings and Managing Member of Sudbury Management, Mr. Judd serves as the Chairman and Chief Executive Officer of FitLife Brands, Inc., a developer and marketer of innovative and proprietary nutritional supplements and wellness products for health-conscious consumers.

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 732,821 shares of Common Stock directly owned by Sudbury Fund is approximately \$3,760,285, 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:

On August 9, 2023, Mr. Radoff delivered a letter to the Issuer nominating Dayton Judd, Michael Lohner and Bradley L. Radoff for election to the Board of Directors of the Issuer (the "Board") at the Issuer's fiscal year 2024 annual meeting of stockholders (the "Annual Meeting").

Item 5. Interest in Securities of the Issuer.

Items 5(a) - (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 12,794,719 shares of Common Stock outstanding as of May 3, 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 May 4, 2023.

As of the date hereof, Sudbury Fund directly beneficially owned 732,821 shares of Common Stock, constituting approximately 5.7% 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 732,821 shares of Common Stock beneficially owned by Sudbury Fund, constituting approximately 5.7% of the outstanding shares. Sudbury Holdings, as the general partner of Sudbury GP, may be deemed to beneficially own the 732,821 shares of Common Stock beneficially owned by Sudbury Fund, constituting approximately 5.7% of the outstanding shares. Sudbury Management, as the investment adviser to Sudbury Fund, may be deemed to beneficially own the 732,821 shares of Common Stock beneficially owned by Sudbury Fund, constituting approximately 5.7% 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 732,821 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 746,237 shares of Common Stock, constituting approximately 5.8% of the outstanding shares.

Radoff has represented to the Reporting Persons that it beneficially owns 841,250 shares of Common Stock. Mr. Lohner has represented to the Reporting Persons that he does not beneficially own any shares of Common Stock. Collectively, Radoff, Mr. Lohner and the Reporting Persons beneficially own 1,587,487 shares of Common Stock, which represents approximately 12.4% 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 841,250 shares of Common Stock beneficially owned by Radoff.

(b) Each of Sudbury Fund, Sudbury GP, Sudbury Holdings, Sudbury Management and Mr. Judd may be deemed to share the power to vote and dispose of the shares of Common Stock directly owned by Sudbury Fund.

Mr. Judd has the sole power to vote and dispose of the shares of Common Stock directly owned by him.

(c) Schedule A annexed hereto lists all transactions in securities of the Issuer by the Reporting Persons during the past 60 days. All of such transactions were effected in the open market unless otherwise noted therein.

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

Item 6 is hereby amended to add the following:

On August 9, 2023, the Reporting Persons, Radoff and Mr. Lohner entered into a Joint Filing and Solicitation Agreement (the "JFSA") pursuant to which, among other things, the parties agreed (i) to form a group with respect to the securities of the Issuer, (ii) to solicit proxies for the election of certain persons nominated for election to the Board at the Annual Meeting (including those nominated by Mr. Radoff), and (iii) that expenses incurred in connection with the group's activities would be split evenly between Radoff and the Reporting Persons, with each paying 50% of the expenses. A copy of the JFSA is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits.

Item 7 is hereby amended to add the following exhibit:

99.1 Joint Filing and Solicitation Agreement, dated August 9, 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: August 11, 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

SCHEDULE A**Transactions in the Securities of the Issuer During the Past Sixty (60) Days**

<u>Nature of the Transaction</u>	<u>Amount of Securities Purchased/(Sold)</u>	<u>Price (\$)</u>	<u>Date of Purchase/Sale</u>
<u>DAYTON JUDD</u>			
Purchase of Common Stock	100	4.9300	07/19/2023

JOINT FILING AND SOLICITATION AGREEMENT

This Agreement (this “Agreement”) is made and entered into as of August 9, 2023 by and among (i) Bradley L. Radoff and The Radoff Family Foundation (collectively, “Radoff”), (ii) Dayton Judd, Sudbury Capital Fund, LP, Sudbury Holdings, LLC, Sudbury Capital GP, LP and Sudbury Capital Management, LLC (collectively, “Sudbury”) and (iii) Michael Lohner (together with Radoff and Sudbury, each a “Party” and collectively, the “Parties” or the “Group”).

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

WHEREAS, the Parties desire to form the Group for the purpose of (i) working together to enhance stockholder value at the Company, including by seeking representation on the Board of Directors of the Company (the “Board”) 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 “Annual Meeting”), (ii) soliciting proxies for the election of certain persons nominated for election to the Board at the Annual Meeting (including those nominated by Radoff), (iii) taking all other action necessary to achieve the foregoing and (iv) taking any other actions the Group determines to undertake in connection with their respective investment in the Company (the “Coordinated Activities”).

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 prior to the Annual Meeting, no Party shall sell, or dispose of any beneficial ownership over, any securities of the Company without the prior 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 form 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 earlier to occur of the (i) certification of the results of the Annual Meeting or (ii) written agreement of Radoff and Sudbury.

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
