

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Roy Lo v. NutriBullet, LLC, Case No. 21STCV12852
Superior Court of the State of California, County of Los Angeles

If you purchased a warrantied NutriBullet or Magic Bullet product in California or from NutriBullet’s website (nutribullet.com) between August 1, 2019, and July 15, 2022, you may be entitled to benefits under a class action Settlement.

- A consumer (“Class Representative”) brought a class action lawsuit in California claiming that NutriBullet, LLC (“NutriBullet” or “Defendant”), violated: (1) California’s Song-Beverly Consumer Warranty Act (“SBA”), Cal. Civ. Code § 17901, *et seq.*; (2) California’s Consumer Legal Remedies Act (“CLRA”), Cal. Civ. Code § 1750, *et seq.*; and (3) California’s Unfair Competition Law (“UCL”), Cal. Bus & Prof. Code § 17200, *et seq.*, by excluding from its warranty or product registration cards/online forms certain disclosures that are required by California law. NutriBullet denies any wrongdoing, and also denies that it violated any law.
- A proposed Settlement has been reached in this case, which affects individuals who purchased a NutriBullet or Magic Bullet warrantied product in California or from NutriBullet’s website (nutribullet.com), between August 1, 2019, and July 15, 2022. These individuals are Settlement Class Members. A full list of the Covered Products are identified below in this Notice, and the product labels subject to the Settlement are available at www.LoSettlement.com.
- The Settlement, if finally approved by the Court, will provide each Settlement Class Member an automatic six (6) month extended warranty on their Covered Product (“Extended Warranty”). The Extended Warranty will become effective from the date of preliminary approval of the Settlement Agreement or last for eighteen (18) months from the date of purchase of the Covered Product, whichever occurs later.
- In addition to the Extended Warranty provided to Settlement Class Members, NutriBullet will also pay attorneys’ fees and costs to attorneys representing the Class Representative and the Class from Kazerouni Law Group, APC and Black Oak Law Firm (the “Class Counsel”), a service award to the Class Representative, and the reasonable costs of notice and administration of the settlement, subject to Court approval.
- **Your legal rights are affected whether you act or do not act. Read this notice carefully.**

Your Legal Rights and Options in this Settlement	
(1) Exclude Yourself or “Opt Out” of the Settlement	If you exclude yourself from the Settlement by the deadline of <i>September 29, 2022</i> , you will <u>not</u> waive any rights you may have against NutriBullet or anyone else with respect to the legal claims in this case. You will be excluded from having an Extended Warranty.
(2) Object	Write to the Court about why you believe the Settlement is unfair or if you do not like an aspect of the Settlement. Even if you file a valid and timely objection by the deadline of <i>September 29, 2022</i> , you can still receive an Extended Warranty if the Court gives final approval to the Settlement.
(3) Go to the Hearing	Ask to speak in Court about the fairness of the Settlement if you file a valid and timely objection. The fairness hearing has been scheduled for November 3, 2022 at 11:00 a.m., but may change without further notice, so it is a good idea to check the Settlement Website for updates.
(4) Do Nothing	If you do nothing, you will give up any rights to sue NutriBullet or anyone else separately regarding the legal claims in the lawsuit. However, you will still be entitled to the Extended Warranty.

These rights and options - **and the deadlines to exercise them** - are explained in this notice below. The Court in charge of this case still has to decide whether to approve the Settlement. Please be patient.

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BASIC INFORMATION

1. Why is there a notice?

A court authorized this Notice because you have a right to know about a proposed settlement of this class action lawsuit and about all of your rights and options, before the Court decides whether to give final approval to the Settlement. If the Court gives final approval to the Settlement, and after any objections or appeals are resolved, a settlement administrator appointed by the Court will provide the awards that the Settlement allows. Because your rights will be affected by this Settlement if you are a Settlement Class Member, it is important that you read this Notice carefully.

If you received a Notice by email, it is because NutriBullet's records indicate you may have purchased a Covered Product from NutriBullet, in California or from NutriBullet's website (nutribullet.com), between August 1, 2019, and July 15, 2022.

The Court in charge of the case is the Los Angeles County Superior Court, and the case is titled as *Lo v. NutriBullet, LLC*, Case No. 21STCV12852. The proposed Settlement would resolve all claims in this case for the Settlement Class Members. The person who sued is called the "Plaintiff" or "Class Representative," and the company sued, the defendant, NutriBullet, LLC, is referred to herein as "NutriBullet" or the "Defendant."

2. What is this class action lawsuit about?

A class action is a lawsuit in which the claims and rights of many people are decided in a single court proceeding. A representative plaintiff, also known as the "Class Representative," asserts claims on behalf of the entire Class.

The Class Representative filed this Action alleging that NutriBullet violated: (1) California's Song-Beverly Consumer Warranty Act ("SBA"), Cal. Civ. Code § 17901, *et seq.*; (2) California's Consumer Legal Remedies Act ("CLRA"), Cal. Civ. Code § 1750, *et seq.*; and (3) California's Unfair Competition Law ("UCL"), Cal. Bus & Prof. Code § 17200, *et seq.*, by excluding from its warranty or product registration cards/online forms certain disclosures that are required under California law.

NutriBullet denies that it did anything wrong, or that it is in violation of any law.

3. Why is there a settlement?

The Court has not decided in favor of the Class Representative or Defendant. Both sides agreed to this Settlement instead of going to trial. By reaching a Settlement, both parties avoid the cost of a trial, and the people affected will get compensation. The Class Representative and his attorneys believe the Settlement is the best result for all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the Settlement?

The Court has preliminarily certified a class action for settlement purposes only in this lawsuit. You are in the Settlement Class if you purchased a warranted NutriBullet product in California or from NutriBullet's website (nutribullet.com), between August 1, 2019, and July 15, 2022. A full list of the Covered Products are identified below in this Notice, and the product labels subject to the Settlement are available at <https://losettlement.com/products/>.

Excluded from the Settlement Class are: (1) NutriBullet and its respective affiliates, employees, officers, directors, agents, and representatives, and their immediate family members; (2) Settlement Class Counsel and partners, attorneys, and employees of their law firms; (3) the judge(s) and mediator(s) in this case, and their immediate family members; (4) all individuals or entities who purchased the covered products for resale.

If you have questions about whether you are a Settlement Class Member, or are still not sure whether you are included, you can visit www.LoSettlement.com or call 1-866-719-5560 for more information. Please do not contact NutriBullet with questions about the Settlement.

THE SETTLEMENT BENEFITS – WHAT YOU GET

5. What does the Settlement provide?

Each Settlement Class Member is entitled to a six (6) month extended warranty on the Covered Products (“Extended Warranty”). The Extended Warranty shall become effective from the date of preliminary approval of the Settlement Agreement [which is *July 15, 2022*] or last for eighteen (18) months from the date of purchase of the Covered Product, whichever occurs later. Application of the Extended Warranty is otherwise subject to the terms and conditions of the standard NutriBullet One-Year Limited Warranty.

In addition to the Extended Warranty provided to Settlement Class Members under the Settlement, NutriBullet will also: (1) modify its warranty materials; (2) pay a combined award of attorneys’ fees and costs to attorneys representing the Class Representative and the Class at Kazerouni Law Group, APC and Black Oak Law Firm (the “Class Counsel”); (3) pay any service award to the Class Representative, and (4) pay for the reasonable costs of notice and administration of the settlement, subject to Court approval.

HOW YOU GET AN AWARD

6. How and when can I get an award?

No action is required by Settlement Class Members in order to obtain the Extended Warranty described above on the Covered Products.

7. What am I giving up to get an award or stay in the Settlement Class?

If you are a Settlement Class Member, unless you exclude yourself, you will be bound by the release of claims in the Settlement. This means that, if the Settlement is approved, you cannot sue, continue to sue, or be part of any other lawsuit against NutriBullet or the Released Persons having to do with warranty cards or forms for NutriBullet products purchased in California or from NutriBullet’s website (nutribullet.com) between August 1, 2019, and July 15, 2022, and all of the decisions and judgments by the Court in this lawsuit will be binding on you.

If you do nothing at all, you will be unable to file your own lawsuit regarding the claims described in this Notice, and you will release NutriBullet and Released Persons from any liability for the Released Claims defined below and in the Settlement Agreement.

Remaining in the Settlement Class means that you, as well as anyone claiming through you such as heirs, administrators, successors, and assigns, relinquish and discharge each and all of the Released Parties from each of the Released Claims (as defined below).

Released Claims. Released Claims means any and all claims, claims for damages, equitable (including injunctive relief), legal and/or administrative relief, interest, demands, or rights, including without limitation, claims for damages of any kind, including but not limited to those in excess of actual damages, whether based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other sources, all claims, actions, causes of action, rights, demands, suits, debts, liens, contracts, agreements, offsets or liabilities, including but not limited to tort claims, negligence claims, claims for breach of contract, breach of any express or implied warranties, breach of the duty of good faith and fair dealing, breach of statutory duties, actual or constructive fraud, misrepresentations, fraudulent inducement, statutory and consumer fraud, breach of any consumer legal remedies statutes, breach of fiduciary duty, violation of elder abuse and dependent adult civil protection acts, unfair business or trade practices, unfair competition, false advertising, restitution, rescission, compensatory and exemplary or punitive damages, injunctive or declaratory relief, attorneys’ fees, interests, costs, penalties, and any other claims, whether known or unknown, alleged or not alleged in the Action, suspected or

unsuspected, contingent or matured, under federal, state, or local law, which the Plaintiff and/or any Settlement Class Member had, now have or may in the future have with respect to any conduct, act, omissions, facts, matters, transactions, or oral or written statements or occurrences, during the Class Period, arising from or relating to alleged improper warranty information on Defendant's warranty registration cards and online warranty registration for, based on the SBA, CLRA, UCL, or any comparable state consumer protection statute that would give rise to claims for the warranty materials as it concerns the Covered Products.

Expressly **excluded** from the Released Claims is any and all claims for bodily injury.

The Release covers any and all claims for attorneys' fees, costs, or disbursements incurred by Settlement Class Counsel or any other counsel representing the Plaintiff or Settlement Class Members, or any of them, in connection with or related in any manner to the Action, the Settlement, the Settlement Agreement, the administration of such Settlement Agreement and/or the Released Claims as well as any and all claims for any Service Award(s) or any Attorneys' Fees and Costs Award.

Additionally, the Parties expressly agree that the provisions, rights, and benefits of Section 1542 and all similar federal or state laws, rights, rules, or legal principles of any other jurisdiction that may be applicable herein are hereby knowingly and voluntarily waived, released, and relinquished to the fullest extent permitted by law solely in connection with unknown claims that are the same as, substantially similar to, or overlap the Released Claims, and the Parties acknowledge that this is an essential term of the Release. In connection with the Release, the Parties acknowledge that they are aware that they may hereafter discover claims presently unknown and unsuspected or facts in addition to or different from those which they now know or believe to be true with respect to the Released Claims, and that such claims, to the extent that they are the same as, substantially similar to, or overlap the Released Claims, are hereby released, relinquished, and discharged.

The Settlement Agreement (available at the at www.LoSettlement.com) provides more detail regarding the release and describes the Released Claims with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the law firm representing the Class listed below in Question 9 for free, or you can, at your own expense, talk to your own lawyer if you have any questions about the Released Parties or the Released Claims or what they mean.

The release does not apply to Settlement Class Members who timely opt-out of the Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

8. How do I exclude myself from the Settlement?

To exclude yourself from the proposed Settlement, you must send a letter by mail saying that you want to be excluded from *Roy Lo v. NutriBullet, LLC*, Case No. 21STCV12852. Be sure to include your full name, address, and the covered NutriBullet products you purchased. You must also include a statement that you wish to be excluded from the Settlement and personally sign the statement. A sample opt-out form is available to download from the Settlement Website. **You can submit your exclusion request online at www.LoSettlement.com, no later than 11:59 pm, Pacific Standard Time, on September 29, 2022.**

Alternatively, you may send your exclusion request via U.S. mail, postmarked no later than September 29, 2022 to:

Lo v. NutriBullet, LLC
P.O. Box 26170
Santa Ana, CA 92799

If you ask to be excluded, you will not be eligible for the Extended Warranty on the Covered Products. You also cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) NutriBullet and Released Person in the future. A Settlement Class Member may opt-out on an individual basis only. So-called "mass" or "class" opt-outs, whether filed by third parties on behalf of a "mass" or "class"

of class members or multiple class members where no personal statement has been signed by each and every Person who desires to Opt-Out, will not be allowed.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

The Court appointed Abbas Kazerounian and Jason A. Ibey of Kazerouni Law Group, APC, and Adib Assassi of Black Oak Law Firm, to represent you and other Class Members. Those attorneys at this law firm are called Class Counsel. Contact information for Class Counsel is below:

Abbas Kazerounian Jason A. Ibey KAZEROUNI LAW GROUP, APC 245 Fischer Avenue, Unit D1 Costa Mesa, CA 92626 ak@kazlg.com Jason@kazlg.com Phone: 800-400-6808	Adib Assassi BLACK OAK LAW FIRM 1100 W. Town and Country Rd., Suite 1250 Orange, CA 92868 adib@blackoaklaw.com Phone: 949-688-6009
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You will not be charged separately for the services of these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

Additionally, you may enter an appearance through your own attorney if you so desire, but you do not need to do so.

10. How will the lawyers and Class Representative be paid?

Class Counsel will ask the Court to approve a combined payment to compensate them for attorneys' fees and costs up to \$195,000. Class Counsel will also request an award to the Class Representative as compensation for his time and effort in representing the Settlement Class Members, up to \$3,000. These payments, along with the costs of administering the Settlement estimated to be \$63,175, will be made separately by NutriBullet, subject to approval by the Court.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement, or some part of it.

11. How do I tell the Court that I do not think the Settlement is fair?

If you are a Settlement Class Member and do not exclude yourself, you can object to the Settlement, or any part of the Settlement, for example if you think the Settlement is unfair. You may state reasons why you think the Court should not approve the Settlement. The Court will consider your views. To object, you must submit a written statement saying that you object to the proposed Settlement in *Roy Lo v. NutriBullet, LLC*, Case No. 21STCV12852. Be sure to include in the written statement: (1) your full name, address and telephone number; (2) a signed declaration stating you are a Settlement Class Member and that you purchased at least one Covered Product; (3) the reasons you object to the Settlement along with any supporting documentation; (4) whether you intend to appear at the Final Approval Hearing on your own behalf or through counsel; and (5) include evidence that you are a Settlement Class Member. All objections shall identify any lawyer that represents you as to your objection (if any) and provide that lawyer's address and telephone number, but you do not have to have a lawyer. Any documents that you wish for the Court to consider must also be attached to the objection, and your objection should also be sent to Class Counsel and counsel for NutriBullet.

Your objection to the Settlement must be mailed no later than September 29, 2022. The objection must be mailed as follows to the Settlement Administrator, Class Counsel and counsel for NutriBullet:

<p><u>For the Settlement Administrator:</u> <i>Lo v. NutriBullet, LLC</i> P.O. Box 26170 Santa Ana, CA 92799</p>	<p><u>For Class Counsel:</u> Abbas Kazerounian Kazerouni Law Group, APC 245 Fischer Avenue, Unit D1 Costa Mesa, CA 92626</p> <p><u>Counsel for NutriBullet:</u> Aaron S. Dyer Pillsbury Winthrop Shaw Pittman LLP 725 South Figueroa Street, Suite 2800 Los Angeles, CA 90017-5406</p>
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THE FINAL APPROVAL HEARING

12. When and where will the Court decide whether to approve the Settlement?

The Court will hold a fairness hearing to decide whether to give final approval to the proposed Settlement. This Final Approval Hearing will be held November 3, 2022 at 11:00 a.m., Superior Court of California, County of Los Angeles, Spring Street Courthouse, Department 10, 312 North Spring Street, Los Angeles, CA 90012. The hearing may be moved to a different date or time without additional notice or conducted virtually, so it is a good idea to check the Settlement Website, www.LoSettlement.com, for updates.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and whether to award attorneys' fees, costs, and an incentive award to the Class Representative, settlement notice and administration expenses as described above, and in what amounts.

If there are objections, the Court will consider them. At or after the hearing, the Court will decide whether to approve the Settlement. We do not know how long it will take the Court to issue its decision. ***You do not have to come to this hearing***, but you may attend at your own expense. However, any Settlement Class Member who fails to object to the Settlement in the manner described in Section 11 shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by appeal or other means.

13. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must mail a notice saying that you intend to appear at the Final Approval Hearing in *Roy Lo v. NutriBullet, LLC*, Case No. 21STCV12852. Be sure to include your full name, address, and telephone number, as well as copies of any papers, exhibits or other evidence that you intend to present to the Court. Your notice of intent to appear must be mailed to the Settlement administrator, Class Counsel and to counsel for NutriBullet, at the addresses provided above in Section 11, postmarked no later than **September 29, 2022**. You cannot speak at the hearing if you exclude yourself from the Settlement or do not submit a timely notice of intent to appear at the hearing.

IF YOU DO NOTHING

What happens if I do nothing at all?

If you do nothing, and are a Settlement Class Member, you will be entitled to the Extended Warranty on the Covered Products. Unless you exclude yourself, you will not be able to file a lawsuit, continue with a lawsuit, or be part of any other lawsuit against NutriBullet or Released Persons having to do with the legal issues in this case, and you will be bound by the Settlement.

GETTING MORE INFORMATION

15. How do I get more information?

This Notice summarizes the terms of the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by calling the Administrator toll-free at 1-866-719-5560, writing to: *Lo v. NutriBullet, LLC*, Settlement Administrator, P.O. Box 26170, Santa Ana, CA 92799; or visiting the website at www.LoSettlement.com, where you will also find answers to common questions about the Settlement, plus other information to help you determine whether you are a Settlement Class Member.

PLEASE DO NOT CONTACT THE COURT OR NUTRIBULLET WITH ANY QUESTIONS ABOUT THE SETTLEMENT