

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION**

VICKI LINNEMAN, *et al.*, On Behalf of : CASE NO. 1:15-cv-748  
Themselves and all Others Similarly :  
Situated, :  
  
Plaintiffs, : (Judge Susan J. Dlott)  
: (Magistrate Judge Stephanie K. Bowman)  
v. :  
:   
VITA-MIX CORPORATION, *et al.*, :  
:   
Defendants. :

---

**PLAINTIFFS' NOTICE OF FILING UPDATED VERSIONS OF THE SETTLEMENT  
NOTICE, SHORT FORM SETTLEMENT NOTICE AND CLAIM FORM,  
PUBLICATION NOTICE, TIMELINE, AND FREQUENTLY ASKED QUESTIONS**

---

Plaintiffs Vicki A. Linneman and Obadiah N. Ritchey, on behalf of themselves and the Settlement Class, respectfully submit notice of filing updated versions of the Settlement Notice (attached as Exhibit 1), Short Form Settlement Notice and Claim Form (attached as Exhibit 2), Publication Notice (attached as Exhibit 3), Timeline (attached as Exhibit 4), and Frequently Asked Questions ("FAQs") (attached as Exhibit 5).

Respectfully submitted,

s/ Terence R. Coates  
W.B. Markovits (0018514)  
Paul M. De Marco (0041153)  
Christopher D. Stock (0075443)  
Andrew R. Biller (0081452)  
Terence R. Coates (0085579)  
MARKOVITS, STOCK & DeMARCO, LLC  
3825 Edwards Road, Suite 650  
Cincinnati, Ohio 45209  
Phone: (513) 651-3700  
Fax: (513) 665-0219

*bmarkovits@msdlegal.com*  
*pdemarco@msdlegal.com*  
*cstock@msdlegal.com*  
*abiller@msdlegal.com*  
*tcoates@msdlegal.com*

Christopher P. Finney (0038998)  
Justin C. Walker (0080001)  
FINNEY LAW FIRM, LLC  
4270 Ivy Point Blvd., Suite 225  
Cincinnati, Ohio 45245  
Telephone: (513) 943-6665  
Facsimile: (513) 943-6669  
*chris@finneylawfirm.com*  
*justin@finneylawfirm.com*

Jeffrey S. Goldenberg (0063771)  
GOLDENBERG SCHNEIDER, L.P.A.  
One West Fourth Street, 18th Floor  
Cincinnati, Ohio 45202-3604  
Telephone: (513) 345-8291  
Facsimile: (513) 345-8294  
*JGoldenberg@gs-legal.com*

*Counsel for Plaintiffs*

**CERTIFICATE OF SERVICE**

I certify that on October 27, 2017, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system, which will send notification of such filing to counsel of record in this matter who are registered on CM/ECF.

s/ Terence R. Coates

Terence R. Coates (0085579)

MARKOVITS, STOCK & DEMARCO, LLC

**UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO – WESTERN DIVISION**

*Vicki Linneman et al. v. Vita-Mix Corporation, et al.*

**Case No. 1:15-cv-748**

**NOTICE OF PROPOSED SETTLEMENT; SETTLEMENT FAIRNESS HEARING; AND  
MOTION FOR AN AWARD OF ATTORNEYS' FEES, REIMBURSEMENT  
OF LITIGATION EXPENSES, AND SERVICE AWARDS**

**TO: ALL PERSONS AND ENTITIES WHO ARE MEMBERS OF THE  
PROPOSED CLASS IN THIS ACTION.**

**(See definition of the Class set forth in paragraph 1 below)**

**A Federal Court authorized this Notice. This is not a solicitation from a lawyer.**

Please be advised that the Plaintiffs, Vicki Linneman and Obadiah Ritchey (collectively, the "Named Plaintiffs") have reached a proposed settlement of the above-captioned class action lawsuit (the "Lawsuit") with Defendants Vita-Mix Corporation, Vita-Mix Management Corporation, and Vita-Mix Manufacturing Corporation (collectively, "Defendants" or "Vita-Mix") concerning certain Vitamix blenders.<sup>1</sup>

**PLEASE READ THIS NOTICE CAREFULLY.** If you own a Vitamix household blender with a blade assembly dated between January 1, 2007 and October 1, 2016 or a Vitamix commercial blender purchased after September 15, 2015 but before August 9, 2016 (or before April 7, 2017 in the case of a commercial blender from the XL product line), your rights may be affected whether or not you act.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:**

<b>SUBMIT A CLAIM FORM BY SEPTEMBER 28, 2018</b>	This is the only way to be eligible to receive any benefit under this Settlement. If you are a Class Member, you will be bound by the Settlement and you will relinquish any Settled Claims that you may have against Vita-Mix.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT BY MARCH 7, 2018</b>	This is the only option that allows you ever to be part of another lawsuit against Vita-Mix about the claims resolved by this Settlement. If you exclude yourself from this Settlement, you will not be able to get any benefits from it.
<b>OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION NO LATER THAN MARCH 7, 2018</b>	If you wish to object to the proposed Settlement, the request for attorneys' fees and reimbursement of litigation expenses or Service Awards to Named Plaintiffs, you must write to the Court, the Settlement Administrator, Class Counsel, and Vita-Mix's counsel and explain why you object. You cannot object to the proposed Settlement unless you are a Class Member.
<b>GO TO THE HEARING ON MARCH 27, 2018, AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN MARCH 7, 2018</b>	Filing a written objection and notice of intention to appear by March 7, 2018 permits you to speak in Court at the Court's discretion about the fairness of the proposed Settlement, including the request for attorneys' fees, reimbursement of litigation expenses, and Service Awards to Named Plaintiffs. If you submit a written objection, you may (but are not required to) attend the March 27, 2018 Fairness Hearing and, at the discretion of the Court, speak to the Court about your objection.

<sup>1</sup> All capitalized terms used in this notice that are not otherwise defined herein shall have the meaning provided in the Class Action Settlement Agreement and Release dated September 26, 2017 ("Settlement Agreement"), which is available online on the website for this Lawsuit at [www.blendersettlement.com](http://www.blendersettlement.com).

<b>DO NOTHING</b>	If you are a Class Member and do not submit a Claim Form by September 28, 2018, you will not receive any benefit from the Settlement and you will give up your right to ever be part of another lawsuit against Vita-Mix about the legal claims resolved by this Settlement.
-------------------	--

If you have any questions about this Notice, the proposed Settlement, or your eligibility to participate in the Settlement, please DO NOT contact Vita-Mix or its legal counsel. All questions should be directed to the Settlement Administrator (see paragraphs 33 and 35 below). You may also contact Class Counsel.

1. **Description of the Lawsuit and Class:** This Notice relates to a proposed class action Settlement of a case alleging that the top seals of the blade assembly in certain Vita-Mix containers may fleck, causing tiny bits of black material to enter food or drink during blending. These flecks are of a non-stick material (polytetrafluoroethylene or “PTFE”) that is common in cookware and many other products in the food industry. Plaintiffs’ Complaint does not allege any medical harm resulted from any consumption of PTFE. Vita-Mix produced information from an independent third-party lab reporting that the flecks are harmless when consumed and do not present a human health or safety risk. However, Plaintiffs allege that, as a result of these black flecks, Vita-Mix blenders are worth less than what consumers and businesses paid to purchase them. Vita-Mix denies the allegations in the Lawsuit and has asserted numerous defenses. The Court has not ruled on the merits of Plaintiffs’ claims or on Vita-Mix’s denial of the claims or on Vita-Mix’s defenses. The proposed Settlement, if approved by the United States District Court for the Southern District of Ohio (the “Court”) will settle claims of the following class of persons and entities (the “Class”):

**All Persons domiciled within the United States and its territories who: (a) own a Vitamix household blender with a blade assembly dated on or after January 1, 2007 but before October 1, 2016; or (b) own a Vitamix commercial blender that was (i) purchased on or after September 15, 2015 but before August 9, 2016 or before April 7, 2017 in the case of a commercial blender from the XL product line, (ii) never used in connection with the Replacement Seal, and (iii) purchased through a third-party, such as a dealer, distributor, or restaurant supply store and not acquired directly from Vita-Mix.**

Excluded from the Class are Defendants and their officers and directors; Class Counsel and their partners, associates, lawyers, and employees; and the judicial officers and their immediate family members and associated Court staff assigned to this case. Also excluded from the Class are persons who own one or more of the blenders described in this Section received as a benefit, gift, award, or compensation directly from Vita-Mix in connection with such person’s work for Vita-Mix unless such person separately purchased any blender(s) described in this Section, in which case their eligibility for class membership and benefits is limited to any such purchased blender(s).

2. **Benefits Available to Class Members:** Class Members who timely submit a Valid Claim are eligible for certain benefits depending on whether the Class Member is a purchaser of a household Vitamix blender or a commercial Vitamix blender. The benefits available are: (1) \$70 gift cards to purchase certain Vita-Mix products; or (2) a replacement blade assembly that does not produce flecks.

3. **Reasons for the Settlement:** Both sides agreed to a Settlement to avoid the costs and risks of further litigation and to provide benefits to Class Members. The Class Representatives and the lawyers representing them (called “Class Counsel”) believe that the Settlement is in the best interests of all Class Members.

4. **Attorneys’ Fees, Expenses, and Service Awards Sought:** This Lawsuit has been prosecuted on behalf of Plaintiffs on a wholly contingent basis since 2015. Class Counsel, Markovits, Stock & DeMarco, LLC, Goldenberg Schneider, LPA, and Finney Law Firm, LLC, have not received any payment of attorneys’ fees for their representation of the Class and have advanced expenses necessarily incurred to prosecute this Lawsuit. As set forth in great detail below, Class Counsel have reviewed and

analyzed over 47,500 documents produced by Vita-Mix and additional documents obtained through Lead Counsel's own investigation; consulted with experts; examined and considered the benefits to be provided to the Class Members under the Settlement; and considered the laws of several States and the claims that could be asserted under those laws regarding Vitamix blenders.

The Parties have not reached any agreement on the amount of Attorneys' Fees and Expenses that Vita-Mix will pay to Class Counsel, except that the Parties agree Class Counsel is entitled to an award of Attorneys' Fees and Expenses and that Defendants have a right to object to and to contest Class Counsel's Fee Application. Class Counsel will file a Fee Application and a motion for approval of Service Awards to Named Plaintiffs by January 31, 2018. Defendants have no liability or obligation with respect to any Attorneys' Fees and Expenses, Settlement Administration and Notice Expenses, or Service Award to the Named Plaintiffs except as awarded by the Court. The Court will determine the appropriate amount of Attorneys' Fees and Expenses for Class Counsel. Class Counsel has agreed its Attorneys' Fees request will not exceed \$9,000,000.00. Class Counsel also intends to request Court approval of a Service Award to each Named Plaintiff in the amount of \$3,000.00 (\$6,000.00 collectively) to compensate Named Plaintiffs for their efforts in pursuing this Lawsuit. Vita-Mix objects to the size of the fee award Class Counsel seeks and reserves its rights with respect to Plaintiffs' fee request.

5. **Identification of Class Counsel:** Named Plaintiffs and the Class are being represented by W.B. Markovits and Paul DeMarco of Markovits, Stock & DeMarco, LLC, 3825 Edwards Road, Suite 650, Cincinnati, OH 45209; Jeff Goldenberg of Goldenberg Schneider, LPA, One West Fourth Street, 18th floor, Cincinnati, OH 45202; and Justin C. Walker of Finney Law Firm, LLC, 4270 Ivy Pointe Blvd., Suite 225, Cincinnati, OH 45245.

**WHAT THIS NOTICE CONTAINS**

Why Did I Get This Notice And Does It Apply To Me? ..... Page 3  
 What Is This Case About? ..... Page 5  
 Why Is There A Settlement? ..... Page 6  
 What Might Happen If There Were No Settlement? ..... Page 6  
 What Benefits Might I Receive From The Settlement?..... Page 6  
 What Rights Am I Giving Up By Receiving Benefits and Staying In the Settlement Class? ..... Page 7  
 What Payment Are The Attorneys For The Class Seeking? How Will The Lawyers Be Paid?..... Page 7  
 How Do I Participate In The Settlement? What Do I Need To Do? ..... Page 7  
 How Do I Exclude Myself From the Settlement Class? ..... Page 7  
 How Do I Object To The Settlement?..... Page 8  
 When And Where Is The Fairness Hearing? Am I Required To Attend The Fairness Hearing?  
 May I Speak At The Hearing If I Don't Like The Settlement? ..... Page 9  
 How Do I Get More Information About this Case? ..... Page 9

**WHY DID I GET THIS NOTICE AND DOES IT APPLY TO ME?**

6. This Notice is being sent to you pursuant to an Order of the Court because you might (1) own a Vitamix household blender with a blade assembly dated January 1, 2007 until October 1, 2016, or (2) own a Vitamix commercial blender that was purchased through a third-party such as a dealer, distributor, or restaurant supply store and not directly from Vita-Mix on or after September 15, 2015 but before August 9, 2016 (or before April 7, 2017 in the case of a commercial blender from the XL product line). The Court has directed that this Notice be sent to you because, as a potential Class Member, you have a right to know about your options before the Court rules on the proposed Settlement. Additionally, you have the right to understand how a class action lawsuit may generally affect your legal rights. If the Court approves the Settlement, JND Legal Administration, the Settlement Administrator approved by the Court, will distribute the benefits (detailed in paragraphs 27-29 below) of this Settlement after any objections and appeals are resolved.

7. In a class action lawsuit, under state and federal law governing lawsuits such as this one, the Court approves one or more plaintiffs (known as class representatives) to represent the class and to oversee the litigation brought on behalf of all persons or entities with the same or similar claims, commonly known as the class or the class members. In this Lawsuit, Named Plaintiffs are the class representatives, and Class Counsel (identified in paragraph 5 above) represents the Named Plaintiffs and the Class Members. A class action is a type of lawsuit in which the claims of a number of individuals are resolved together, thus providing the class members with consistent and efficient adjudication of their claims. As part of the Settlement in this case, the Class as described in paragraph 1 above will be certified. Accordingly, the Settlement, if approved by the Court, will resolve all issues on behalf of the Class Members, except for anyone who requests to be excluded from the Settlement.

8. The Court in charge of this case is the United States District Court for the Southern District of Ohio, and the case is known as *Vicki Linneman, et al. v. Vita-Mix Corporation, et al.*, Case No. 1:15-cv-748. The judge presiding over this Lawsuit is the Honorable Susan Dlott, United States District Judge. The people suing are called the plaintiffs, and those being sued are called the defendants.

9. This Notice explains the Lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive the benefits. The purpose of this Notice is to inform you that a settlement has been reached in this Lawsuit and how you might be affected. It also is being sent to inform you of the terms of the proposed Settlement, and of a Hearing on the Final Approval of the Settlement to be held by the Court to consider the fairness, reasonableness, and adequacy of the proposed Settlement, and the motion of Class Counsel for an award of attorneys' fees and reimbursement of litigation expenses, and Service Awards for the Named Plaintiffs (the "Fairness Hearing").

10. The Fairness Hearing will be held on March 27, 2018 at the Potter Stewart Courthouse, 100 East Fifth Street, Cincinnati, OH 45202 in Courtroom 7 to determine

- a) whether the proposed Settlement is fair, reasonable, and adequate and should be approved by the Court;
- b) whether the Lawsuit should be dismissed with prejudice against the Defendants as set forth in the Settlement Agreement;
- c) whether Class Counsel's request for an award of attorneys' fees and reimbursement of litigation expenses should be approved by the Court;
- d) whether the Service Awards to the Named Plaintiffs should be approved by the Court; and,
- e) any other relief the Court deems necessary to effectuate the terms of the Settlement.

11. This Notice does not express an opinion by the Court concerning the merits of any claim in this Lawsuit, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement, benefits of the Settlement will be given to Class Members who submit Valid Claims after any appeals are resolved, and after the completion of all claims processing. The claims process could take substantial time to complete fully and fairly as there are approximately 6 million Class Members. Please be patient. The Settlement Website, [www.blendersettlement.com](http://www.blendersettlement.com), will be updated on a regular basis to provide Class Members with the most recent information.

12. If you are a member of the Class, you are subject to the Settlement unless you take the steps set forth below to exclude yourself. The Class consists of:

**All Persons domiciled within the United States and its territories who: (a) own a Vitamix household blender with a blade assembly dated on or after January 1, 2007 but before October 1, 2016; or (b) own a Vitamix commercial blender that was (i) purchased on or after September 15, 2015 but before August 9, 2016 or before April 7, 2017 in the case of a commercial blender from the XL product line, (ii) never used in connection with the Replacement Seal, and (iii) purchased through a third-party, such as a dealer, distributor, or restaurant supply store and not acquired directly from Vita-Mix.**

Excluded from the Class are Defendants and their officers and directors; Class Counsel and their partners, associates, lawyers, and employees; and the judicial officers and their immediate family members and associated Court staff assigned to this case. Also excluded from the Class are persons who own one or more of the blenders described in this Section received as a benefit, gift, award, or compensation directly from Vita-Mix in connection with such person's work for Vita-Mix unless such person separately purchased any blender(s) described in this Section, in which case their eligibility for class membership and benefits is limited to any such purchased blender(s).

**PLEASE NOTE: RECEIPT OF THIS NOTICE DOES NOT MEAN THAT YOU ARE A CLASS MEMBER OR THAT YOU WILL BE ENTITLED TO RECEIVE BENEFITS FROM THE SETTLEMENT. IF YOU ARE A CLASS MEMBER AND YOU WISH TO BE ELIGIBLE TO PARTICIPATE IN THE SETTLEMENT BENEFITS, YOU ARE REQUIRED TO SUBMIT THE CLAIM FORM ONLINE OR POSTMARKED NO LATER THAN SEPTEMBER 28, 2018.**

WHAT IS THIS CASE ABOUT?

**Summary of Procedural History and Arm's-Length Settlement Negotiations**

13. On November 19, 2015, the Named Plaintiffs filed a complaint against Defendants alleging that Vitamix blenders were defective because they deposit tiny black polytetrafluoroethylene ("PTFE") flecks into blended food and drink. Plaintiffs asserted claims for: (1) breach of express warranty; (2) breach of the implied warranty of merchantability; (3) negligent design, engineering, and manufacture; (4) fraud and fraudulent concealment; (5) unjust enrichment; (6) breach of contract; (7) violation of the Ohio Deceptive Trade Practices Act (Ohio Rev. Code § 4165.02 *et seq.*); and (8) violation of the Ohio Consumer Sales Practices Act (Ohio Rev. Code § 1345.01 *et seq.*). The complaint sought certification of a nationwide class of purchasers of Vitamix blenders.

14. On February 26, 2016, Class Counsel filed a First Amended Class Action Complaint against Defendants asserting claims for: (1) breach of express warranty; (2) breach of the implied warranty of merchantability; (3) negligent design, engineering, and manufacture; (4) fraud and fraudulent concealment; (5) unjust enrichment; (6) breach of contract; and (7) violation of the Ohio Consumer Sales Practices Act (Ohio Rev. Code § 1345.01 *et seq.*). The complaint sought certification of a nationwide class of purchasers of Vitamix blenders. Neither the original complaint nor the First Amended Class Action Complaint alleged that there was any health or safety risk from human consumption of the black flecks.

15. On April 15, 2016, Vita-Mix moved to dismiss the First Amended Class Action Complaint. Defendants deny the allegations in the Lawsuit and assert numerous defenses to Plaintiffs' claims, including that Vitamix blenders are not defective in design, engineering, or manufacture and that Plaintiffs did not suffer any losses or actual injury.

16. With the motion to dismiss pending, the Parties engaged in mediation before a United States District Court Judge for the Southern District of Ohio, the Honorable Michael R. Barrett, on August 3, 2016. Additional mediation sessions took place before Judge Barrett as described on the Court's docket and in the Joint Status Report of the Parties filed on August 2, 2017 (Doc. No. 33), and at other times.

17. The Parties to this Agreement: (1) engaged in substantial discovery, including written discovery, the production of more than 47,500 pages of documents by Defendants and more than 12 gigabytes of data, discovery from third-parties, product testing, and over a dozen depositions of fact witnesses; (2) began preparations for contested class certification proceedings in 2017; and (3) engaged in numerous arm's-length settlement negotiations. The Parties have now reached an agreement providing



for a resolution of all claims that have been or could have been brought in the Lawsuit against Defendants on behalf of Plaintiffs.

18. Named Plaintiffs and Class Counsel have reviewed and analyzed the documents produced by Defendants and those obtained through their own investigation; consulted with experts; examined and considered the benefits to be provided to the Class Members under the Settlement; and considered the laws of the several States and the claims that could be asserted under those laws regarding Vitamix blenders.

19. Experts retained by Plaintiffs have tested containers with the Replacement Seal and agree with Defendants that this new technology does not produce the black flecks that prompted this Lawsuit.

20. Named Plaintiffs and Class Counsel believe the Settlement is fair, adequate, reasonable, and in the best interests of the Class Members, taking into account the benefits provided to the Class Members through the terms of the Settlement, the risks of continued litigation and possible trial and appeals, and the length of time and the costs that would be required to complete the litigation.

21. Defendants have at all times disputed, and continue to dispute, Plaintiffs' allegations in the Lawsuit and deny any liability for any of the claims that have or could have been raised in the Lawsuit by Plaintiffs or the Class Members, but believe that the comprehensive resolution of the claims in the Lawsuit as provided in this Agreement will avoid the substantial costs and disruptions of continued litigation, including potential trial and appeals, is in the best interest of Class Members, is in the best interests of Defendants, their employees, and their customers, and is the most effective and efficient resolution of the Lawsuit reasonably possible.

22. The Settling Parties entered into this Agreement after extensive arm's-length negotiations. The Settling Parties agreed on the benefits to the Class described in this Agreement before beginning negotiations of Attorneys' Fees and Expenses and payment of Service Awards to the Named Plaintiffs. As of the date of this Notice, the Parties have been unable to agree on the amount of Attorneys' Fees and Expenses.

23. On October 23, 2017, the Court preliminarily approved the Settlement, authorized Notice to be disseminated to potential Class Members, and scheduled the Fairness Hearing to consider whether to grant final approval to the Settlement.

<b>WHY IS THERE A SETTLEMENT?</b>
-----------------------------------

24. Named Plaintiffs' principal reason for consent to the Settlement is that it provides immediate and substantial benefits to the Class in the form of the installation of a new, non-flecking blade assembly or gift cards for the future purchase of specific Vita-Mix items. The benefits provided by the proposed Settlement must be compared to the risk that no recovery might be achieved after further contested litigation, including appeals, which likely would last several years into the future.

25. Vita-Mix's principal reason for consent to the Settlement is to avoid the uncertainty, burden, and expense of further protracted litigation. Vita-Mix has expressly denied and continues to deny all assertions of wrongdoing or liability arising out of any of the conduct, statements, or acts, alleged against them, or that could have been alleged, in this Lawsuit. Vita-Mix continues to believe that the claims in this Lawsuit are meritless.

**WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?**

26. If there were no Settlement and Named Plaintiffs failed to establish any essential legal or factual element of their claims, neither Named Plaintiffs nor the other members of the Class would recover anything from Vita-Mix. Also, if Vita-Mix were successful in proving any of their defenses, either at summary judgment, at trial, or on appeal, the Class likely would recover substantially less than the amount provided in the Settlement, or nothing at all.

**WHAT BENEFITS MIGHT I RECEIVE FROM THE SETTLEMENT?**

27. The Settlement provides several benefits that Class Members submitting a valid claim can receive depending on their circumstances. Owners of Vitamix household blenders may choose between a transferable gift card in the amount of \$70 to be used exclusively on the Vita-Mix website ([www.vitamix.com](http://www.vitamix.com)) or in any Vita-Mix-owned store for a one-time purchase of any Vitamix blender or container. Class members who own multiple household blenders within their household or at the same address are eligible for a free replacement blade assembly for each blender owned or a Gift Card in the amount of \$140. The gift cards are transferable, have no expiration date, and can be used in connection with any Vita-Mix promotion. Alternatively, a Class Member may receive a free new replacement blade assembly containing a newly designed seal that does not produce flecks by returning their container to Vita-Mix (at no cost) for installation of the new blade assembly.

28. Owners of one or more Vitamix commercial blenders submitting Valid Claims can receive a new replacement blade assembly from Vita-Mix, with a maximum of two blade assemblies for each commercial address.

29. To receive a new replacement blade assembly, Class Members must send their container to Vita-Mix using a pre-paid packing slip for standard ground shipping. Class Members who choose this option on the Claim Form will receive a pre-paid packing slip from the Settlement Administrator and may use their own box or one supplied by the Settlement Administrator for shipping. Vita-Mix will replace the old blade assembly in your container with a newly designed blade assembly that does not produce flecks. Vita-Mix will then return the original container to you. You should receive your container with the new blade assembly within approximately 10 days from the date Vita-Mix receives your container in the mail.

**WHAT RIGHTS AM I GIVING UP BY RECEIVING BENEFITS AND STAYING IN THE SETTLEMENT CLASS?**

30. Unless you exclude yourself, you are staying in the Settlement Class. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. Generally, that means you will not be able to sue, continue to sue, or be part of any other lawsuit against Vita-Mix for the legal issues and claims resolved by this Settlement. The specific rights you are giving up are called Released Claims.

**WHAT PAYMENT ARE THE ATTORNEYS FOR THE CLASS SEEKING?  
HOW WILL THE LAWYERS BE PAID?**

31. Class Counsel identified in paragraph 5 above have not received any payment for their services in pursuing claims against Vita-Mix on behalf of the Class, nor have they been reimbursed for their out-of-pocket expenses. Before final approval of the Settlement, Class Counsel intends to ask the Court to award them up to \$9 million for attorneys' fees, plus reimbursement of the litigation expenses and costs they incurred to be paid by Vita-Mix. Vita-Mix objects to the size of the fee award Class Counsel seeks and reserves its rights with respect to Plaintiffs' fee request. Class Counsel will also ask

for a Service Award of \$3,000 to be paid to each Class Representative. The payment of these amounts by Vita-Mix will not reduce the amount of benefits available to Class Members. The costs and expenses of the Settlement Administrator, including the costs of mailing the Settlement Notices as well as reviewing and processing all claims submitted, will not reduce the benefits available to Class Members.

32. Class Members are not personally liable for any such attorneys' fees or expenses.

**HOW DO I PARTICIPATE IN THE SETTLEMENT?  
WHAT DO I NEED TO DO?**

33. To be eligible for benefits from the Settlement, you must be a member of the Class and you must submit a timely and Valid Claim Form through the Settlement Website ([www.blendersettlement.com](http://www.blendersettlement.com)) **no later than September 28, 2018**, or execute and return by U.S. mail a completed Claim Form **postmarked no later than September 28, 2018**. A Claim Form will be emailed to known potential Class Members, or you may obtain a Claim Form from [www.blendersettlement.com](http://www.blendersettlement.com), or you may request that a Claim Form be mailed to you by calling the Settlement Administrator, JND Legal Administration, toll free at 855-233-4747. If you are excluded from the Class by definition or file a request to opt-out of the Class or if you do not submit a timely and Valid Claim, you will not be eligible to share in the benefits of the Settlement.

**HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT CLASS?**

34. If you want to keep the right to sue or continue to sue Vita-Mix about the legal claims in this lawsuit, and you do not want to receive any benefits from this Settlement, you must take steps to exclude yourself from the Settlement. This is sometimes called "opting out" of the Settlement Class.

35. To exclude yourself from the Settlement, you must complete and send to the Settlement Administrator an Opt-Out Form available at [www.blendersettlement.com](http://www.blendersettlement.com), or a letter stating: "I want to be excluded from the Settlement Class in *Vicki Linneman, et al. v. Vita-Mix Corporation, et al.*, Case No. 1:15-cv-748." Your Opt-Out Form or request for exclusion must be sent to the Settlement Administrator at the address below with a postmark no later than March 7, 2018.

**Vitamix Settlement Administrator**  
c/o JND Legal Administration  
P.O. Box 7028  
Broomfield, CO 80021  
[blendersettlement@jndla.com](mailto:blendersettlement@jndla.com)

36. If you choose to exclude yourself from the Settlement, you are telling the Court that you do not want to be part of the Settlement Class in this Settlement. You can only get Settlement benefits if you stay in the Settlement Class and submit a valid Claim Form for the benefits as described above.

37. If you choose to exclude yourself from the Settlement, you are not giving up the right to sue Vita-Mix for the claims that this Settlement resolves and releases. You must exclude yourself from this Settlement Class to start or continue with your own lawsuit or be part of any other lawsuit against Vita-Mix.

**HOW DO I OBJECT TO THE SETTLEMENT?**

38. Any Class Member who does not submit a request for exclusion from the Class may object to the proposed Settlement, or Class Counsel's motion for an award of attorneys' fees,

reimbursement of litigation expenses and Service Awards to Named Plaintiffs. Objections must be in writing. To object to the Settlement, you must give reasons why you think the Court should not approve it. The Court will consider your views before making a decision. In order to have your objection considered, you or your attorney must mail the written objection to Class Counsel, Vita-Mix’s Counsel, the Settlement Administrator, and the Court. Your objection must contain: (a) the full name, address, telephone number, and email address of the objector; (b) the serial number(s) for the objector’s blender(s); (c) a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) copies of any papers, briefs, or other documents on which the objection is based; (e) a list of all civil actions in which the objector and/or objector’s counsel had filed or in any way participated in—financially or otherwise—objecting to a class action settlement in the preceding five years; (f) the name, address, email address, and telephone number of all attorneys representing the objector; (g) a statement indicating whether the objector and/or the objector’s counsel intends to appear at the Fairness Hearing, and, if so, a list of all persons, if any, who will be called to testify in support of the objection; and (h) the objector’s signature. Class Members who fail to make objections in the manner specified in this Section will be deemed to have waived any objections and will be foreclosed from making any objection to the Settlement or this Agreement (whether by appeal, collateral proceeding, or otherwise). You must mail your written objection to the following addresses:

<p><b><u>Settlement Administrator</u></b></p> <p>Vitamix Settlement Administrator  c/o JND Legal Administration  P.O. Box 7028  Broomfield, CO 80021  <a href="mailto:blendersettlement@jndla.com">blendersettlement@jndla.com</a></p>	<p><b><u>Court</u></b></p> <p>Office of the Clerk  Potter Stewart U.S. Courthouse  Room 103  100 East Fifth Street  Cincinnati, OH 45202</p>
<p><b><u>Class Counsel</u></b></p> <p>Bill Markovits  Markovits, Stock &amp; DeMarco, LLC  3825 Edwards Road  Suite 650  Cincinnati, OH 45209</p>	<p><b><u>Vita-Mix’s Counsel</u></b></p> <p>Tracey L. Turnbull  Porter Wright Morris &amp; Arthur LLP  950 Main Avenue, Suite 500  Cleveland, OH 44113</p>

39. You may file a written objection without having to appear at the Settlement Fairness Hearing. You may not, however, appear at the Fairness Hearing to present your objection unless you first filed and served a written objection in accordance with the procedures described above, unless the Court orders otherwise. The Fairness Hearing is described in more detail in paragraphs 41-43 below.

40. There is a difference between objecting to the Settlement and requesting to exclude yourself (opt-out) from the Settlement. Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class (*i.e.*, do not exclude yourself). Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you cannot object because the Settlement no longer affects you.

<p><b>WHEN AND WHERE IS THE FAIRNESS HEARING? AM I REQUIRED TO ATTEND THE FAIRNESS HEARING?  MAY I SPEAK AT THE FAIRNESS HEARING IF I DON'T LIKE THE SETTLEMENT?</b></p>
--

41. The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak at the hearing, but you do not have to do so. The Court will hold the Fairness hearing at 10 a.m. on March 27, 2018, at the Potter Stewart U.S. Courthouse, 100 East Fifth Street, Cincinnati, OH 45202 in Courtroom 7. At the hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections that were received by the deadline,

the Court will then consider them. If you submit a timely objection, the Court will also listen to you speak at the hearing, if you so request.

42. You are not required to attend the Fairness Hearing, but are welcome to attend. If you send an objection, then you can, but are not obligated, to come to Court to discuss it. You may also pay your own lawyer to attend or discuss your objection, but that is not necessary.

43. You may ask the Court to permit you to speak at the Fairness Hearing. To do so, you must file a written request with the Court saying that it is your "Notice of Intent to Appear at the Fairness Hearing in *Vicki Linneman, et al. v. Vita-Mix Corporation, et al.*, Case No. 1:15-cv-748." If you plan to have your own attorney speak for you at the hearing, you must also include the name, address, and telephone number of the attorney who will appear. Your written request must be sent to the Clerk of Court, Class Counsel, the Settlement Administrator, and Vita-Mix's Counsel at their addresses above. You may not be permitted to speak at the hearing if your Notice of Intent to Appear is late.

<b>HOW DO I GET MORE INFORMATION ABOUT THIS CASE?</b>
---

44. This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement filed with the Court. You may examine the Court's file in the Clerk's Office at the United States District Court for the Southern District of Ohio, Potter Stewart U.S. Courthouse, 100 East Fifth Street, Cincinnati, Ohio 45202, for more complete information about the details of the lawsuit and the proposed settlement. You also may visit the Settlement Website at [www.blendersettlement.com](http://www.blendersettlement.com), where the Settlement Agreement is posted. Relevant case filings will be added to the Settlement Website as Settlement proceedings continue.

A COURT AUTHORIZED  
THIS LEGAL NOTICE

**If you own a Vitamix blender covered by this Settlement, you could get a \$70 gift card to purchase certain Vitamix products or a free replacement blade assembly.**

A settlement has been reached in a class action lawsuit, *Linneman v. Vita-Mix Corporation*, No. 1:15-cv-748 (U.S. Dist. Ct., S.D. Ohio), alleging that the top seal of the blade assemblies in certain Vitamix containers may produce black flecks. These flecks are of a non-stick material common in cookware and many other products in the food industry. Vitamix produced information from an independent third-party lab reporting that the flecks are harmless when consumed and do not present a human health or safety risk. However, Plaintiffs allege that, as a result, Vitamix blenders are worth less than what consumers and businesses paid to purchase them. You must submit a valid claim to receive a gift card or a free replacement blade assembly that does not produce flecks. A Claim Form is attached to this Notice or you can file a claim at [www.BlenderSettlement.com](http://www.BlenderSettlement.com).

**Vitamix Settlement**  
c/o JND Administration  
PO Box 7028  
Broomfield, CO 80021

First-Class  
Mail  
US Postage  
Paid  
Permit # 45

«Barcode»

Postal Service: Please do not mark barcode

«First1» «Last1»

«CO»

«Addr1»

«Addr2»4

«City», «St» «Zip»

«Country»

## **WHO IS A CLASS MEMBER?**

In the lawsuit of *Danemora v. Vita Mix Corporation*, No. 15-718 (U.S. Dist. Ct., Ohio), you are in the Settlement Class if you: (a) own a Vitamix household blender with a blade assembly dated on or after January 1, 2007 but before October 1, 2016; or (b) own a Vitamix commercial blender that was (i) purchased on or after September 15, 2015 but before August 9, 2016 or before April 7, 2017 for XL product line commercial blenders, (ii) never used in connection with a Replacement Seal that does not produce flecks, and (iii) was purchased through a third-party commercial supplier.

## **WHAT ARE THE SETTLEMENT BENEFITS AND TERMS?**

Class Members who timely submit a Valid Claim can receive certain benefits depending on whether they purchased a household or commercial Vitamix blender. Those who own a household blender may choose between (1) a \$70 gift card to purchase Vitamix products (capped at \$140 per household); or (2) a newly designed replacement blade assembly that does not produce flecks. Owners of commercial blenders can receive a new replacement blade assembly, with a maximum of two blade assemblies. Vitamix also agreed to pay (1) reasonable attorneys' fees and costs to Class Counsel; (2) a \$3,000 Service Award to each of the Named Plaintiffs; and (3) the costs of administering the Settlement. Payment of these amounts will not reduce the benefits available to Class Members. Class Counsel will file a fee request by January 31, 2018 seeking up to \$9 million. Defendants oppose this request. The fee request will also be posted on the Settlement Website.

## **WHAT ARE YOUR RIGHTS AND OPTIONS?**

**Submit a Claim Form.** To qualify for any Settlement benefits, you must submit a timely Claim Form. A Claim Form is attached to this Notice, or you can submit a Claim Form electronically on the Settlement Website: [www.blendersettlement.com](http://www.blendersettlement.com). You can also download a Claim Form from the Settlement Website and mail or email it to the Settlement Administrator. Your Claim Form must be postmarked or submitted online no later than **September 28, 2018**.

**Opt Out.** You may exclude yourself from the lawsuit and keep your right to sue Vitamix on your own by sending a written request for exclusion to the Settlement Administrator by **March 7, 2018**. If you do not exclude yourself, you will be bound by the Settlement and give up your right to sue regarding the settled claims. Visit [www.BlenderSettlement.com](http://www.BlenderSettlement.com) for more details.

**Object.** If you do not exclude yourself, you have the right to comment or object to the Settlement. Written objections must be signed, postmarked by **March 7, 2018**, and provide the reasons for the objection. Please visit the Settlement Website for more details.

**Do Nothing.** If you do nothing, you will not receive any Settlement benefits and will lose the right to sue regarding any issues relating to this action. You will be part of the Settlement Class, and you will be bound by the Court's decisions.

**Attend the Fairness Hearing.** The Court will hold a Fairness Hearing on **March 27, 2018 to rule on final approval of the Settlement**. All persons who timely object to the Settlement by **March 7, 2018** may ask to appear at the Fairness Hearing.

**This Notice is only a summary. You can find more details about the Settlement on the website: [www.blendersettlement.com](http://www.blendersettlement.com) or by calling toll-free (855) 233-4747. Please do not contact the Court.**

VITAMIX CLAIM FORM

NAME: \_\_\_\_\_

EMAIL: \_\_\_\_\_ PHONE: \_\_\_\_\_

COMPANY NAME (if applicable): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Serial Number for Each Vita-Mix Blender: \_\_\_\_\_

**HOUSEHOLD BLENDERS: If you own one or more household Vitamix blenders, select one of the below Settlement Benefits (go to [www.BlenderSettlement.com](http://www.BlenderSettlement.com) for more information about each Settlement Benefit):**

Please issue a Gift Card to me.

Please install a Free Replacement Blade Assembly in my existing Vitamix container.

**COMMERCIAL BLENDERS: If you own one or more commercial Vitamix blenders, you may be entitled to a Replacement Blade Assembly. Commercial Vitamix blender owners must also submit proof of purchase (invoice) showing the purchase date(s) of your commercial Vitamix blender(s).**

If you select a replacement blade assembly, by checking this box you certify that you experienced or are concerned about black flecks when using your Vitamix container and that you have not already received a replacement container or blade assembly with a new seal that does not fleck.

By signing below, you certify that you own a Vitamix blender and that the above information is correct.

**Signature Required:** \_\_\_\_\_

**CLAIM DEADLINE: Claims must be postmarked by September 28, 2018.**

**All questions should be directed to the Settlement Administrator at 1-855-233-4747.**



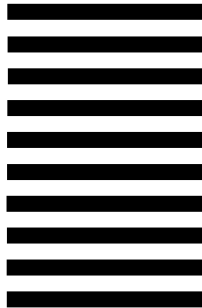
NO POSTAGE  
NECESSARY IF  
MAILED  
IN THE  
UNITED STATES

*Claim ID: 1234567*

**BUSINESS REPLY MAIL**  
FIRST-CLASS MAIL PERMIT NO. 23 BROOMFIELD, CO

POSTAGE WILL BE PAID BY ADDRESSEE

Vitamix Settlement  
c/o JND Legal Administration  
PO Box 7028  
Broomfield, CO 80021



## LEGAL NOTICE

**If you own a Vitamix household blender with a blade assembly dated between January 1, 2007 and October 1, 2016 or a Vitamix commercial blender purchased after September 15, 2015 but before August 9, 2016, your rights may be affected by a class action settlement.**

A settlement has been reached in a class action lawsuit known as *Vicki Linneman, et al. v. Vita-Mix Corp., et al.*, Case No. 1:15-cv-748, pending in the U.S. District Court for the Southern District of Ohio, alleging that the top seal of blade assemblies in certain Vitamix containers may fleck, causing black flecks to enter food or drink during blending. These flecks are of a non-stick material (polytetrafluoroethylene or “PTFE”) that is common in cookware and many other products in the food industry. Plaintiffs’ Complaint does not allege any medical harm resulted from any consumption of PTFE. Vitamix produced information from an independent third-party lab reporting that the flecks are harmless when consumed and do not present a human health or safety risk. However, Plaintiffs allege that, as a result of the black flecks Vitamix blenders are worth less than what consumers and businesses paid to purchase them. Vitamix denies the allegations in the Lawsuit and has asserted numerous defenses. The Court has not ruled on the merits of Plaintiffs’ claims.

**Who’s included?** You are included in the settlement as a “Class Member” if you: (a) own a Vitamix household blender with a blade assembly dated on or after January 1, 2007 but before October 1, 2016; or (b) own a Vitamix commercial blender that was (i) purchased on or after September 15, 2015 but before August 9, 2016 or before April 7, 2017 in the case of a commercial blender from the XL product line, (ii) never used in connection with the Replacement Seal, and (iii) purchased through a third-party, such as a dealer, distributor, or restaurant supply store and not acquired directly from Vitamix.

**What does the settlement provide?** Class Members who timely submit a Valid Claim are eligible for certain benefits depending on whether they purchased a household or commercial Vitamix blender. Class Members who own a Vitamix household blender may choose between (1) a \$70 gift card to purchase certain Vitamix products; or (2) a newly designed replacement blade assembly that does not produce flecks. Owners of one or more Vitamix commercial blenders submitting Valid Claims can receive a new replacement blade assembly from Vitamix, with a maximum of two blade assemblies. Vitamix has also agreed to pay (1) reasonable attorneys’ fees and expenses to Class Counsel, as awarded by the Court; (2) court-approved Service Awards of \$3,000 each to the two Named Plaintiffs; and (3) the costs and expenses of administering the Settlement.

**How to get benefits?** To receive any settlement benefits, you must submit a valid Claim Form on or before September 28, 2018. Details regarding how to submit a claim are available on the Settlement Website at [www.BlenderSettlement.com](http://www.BlenderSettlement.com).

**What are your options?** If you submit a claim or do nothing and the Court approves the Settlement, you will give up your right to sue Vitamix for any of the claims released in the Settlement. If you do not want to receive a Gift Card or Replacement Blade Assembly, but you want to keep your right to sue Vitamix separately for the same claims resolved by this settlement, you must exclude yourself by submitting an exclusion request postmarked no later than March 7, 2018. If you do not exclude yourself, you may object and notify the Court that you or your lawyer intend to appear at the Court’s Fairness Hearing. Objections and intentions to appear are due and must be filed with the Court no later than March 7, 2018. The Court will hold a hearing on March 28, 2018 to determine whether to approve: the settlement agreement; Class Counsels’ request for fees and expenses; payments to the Named Plaintiffs; and settlement administration expenses. The payment of these amounts will not reduce the amount of the Class benefits. Class Counsel’s Fee Application (not to exceed \$9 million) will be filed with the Court by January 31, 2018, and it will also be posted to the Settlement Website.

Want more information? [THIS IS ONLY A SUMMARY](#). Details regarding the Settlement (including the Settlement Agreement), your rights, the Claim Form, and important dates can be found at [www.BlenderSettlement.com](http://www.BlenderSettlement.com). You may also call toll-free (855) 233-4747 or email [BlenderSettlement@jndla.com](mailto:BlenderSettlement@jndla.com) with any questions.

**Questions? Call the Settlement Administrator at (855) 233-4747 or go to [www.BlenderSettlement.com](http://www.BlenderSettlement.com); PLEASE DO NOT CONTACT THE COURT.**

**Timeline**

Date	Action(s)
September 26, 2017	File Motion for Preliminary Approval <ul style="list-style-type: none"> <li>• Executed Settlement Agreement</li> <li>• Motion for Conditional Class Certification</li> <li>• Unopposed motion for order requiring distributors and retailers to provide customer information to the Settlement Administrator</li> </ul>
October 6, 2017	Defendants file CAFA Notice
October 23, 2017	Preliminary Approval Hearing
November 24, 2017	Defendants provide Class Members' contact info to the Settlement Administrator
January 2, 2018	Notice period begins <ul style="list-style-type: none"> <li>• Mail, email</li> <li>• Publication Notice</li> <li>• Settlement Website</li> </ul> Beginning of Claims Periods
January 31, 2018	Motion for Final Approval; Class Counsel's Fee and Expense Application and Request for Service Awards to Named Plaintiffs; SA Declaration of Notice Compliance
March 7, 2018	Objection Deadline; Opt-Out Deadline; Appearance Notice Deadline; Defendants' Response Deadline
March 14, 2018	Class Counsel Reply ISO Final Approval, ISO Fee and Expense Application, and Response to Objections
March 27, 2018	Fairness Hearing at 10 a.m. in Courtroom 7
September 28, 2018	Claims Deadline
October 30, 2018	Claims Denial Notice Deadline
November 19, 2018	Deadline for Contesting Claim Denials
December 3, 2018	Submit Denied Claims to Court for Review

*Vicki Linneman, et al. v. Vita-Mix Corporation, et al.*  
Case No. 1:15-cv-748  
United States District Court  
Southern District of Ohio, Western Division

## **FREQUENTLY ASKED QUESTIONS**

### **BASIC INFORMATION**

#### **1. What is this lawsuit about?**

The Plaintiffs in this case filed a proposed class action lawsuit against the Defendants alleging that the top seal of the blade assembly in containers of certain Vitamix blenders were defective because they deposit tiny black polytetrafluoroethylene (“PTFE”) flecks into blended food and drink.

In the Lawsuit, the Plaintiffs claimed, among other things, breach of express and implied warranties of merchantability, breach of contract, negligent design, engineering, and manufacture, fraud and fraudulent concealment, unjust enrichment, and violation of the Ohio Consumer Sales Practices Act.

In agreeing to settle this Lawsuit, Defendants maintain that they complied with the law and do not admit any wrongdoing. Vita-Mix denies that any of its products were defective in design, manufacture, or engineering and claims that Plaintiffs did not suffer any losses or actual injury. The settlement is not an admission of wrongdoing.

#### **2. What is a class action?**

In a class action, one or more people, called class representatives, sue on behalf of people who have similar claims. In this case, the class representatives are Vicki Linneman and Obadiah Ritchey. One court resolves the issues for all class members, except those who exclude themselves from the Class. The Honorable Susan Dlott, United States District Judge for the Southern District of Ohio—Western Division, has jurisdiction over the case in which the parties have submitted this settlement for approval.

#### **3. Why is there a Settlement?**

The Court did not decide in favor of the Plaintiffs or Defendants. Instead, both sides agreed to a settlement. Through the settlement, Plaintiffs and Defendants each avoid the substantial cost of protracted litigation and possibly even trial and appeals, and the settlement benefits go to the class members. The class representatives and their attorneys believe the Settlement is in the Class’s best interest given the cost and uncertainty of further litigation compared against the substantial benefits Class Members will receive.

#### **4. I received an email and/or a postcard in the mail. Why did I receive this?**

If you received a postcard notice by direct mail or an email containing a notice about this Lawsuit, you were identified as a potential Class Member who may be eligible to receive benefits under this Settlement.

The Court directed that a notice be sent to you because, as a potential Class Member, you have a right to know about your options before the Court rules on the proposed Settlement.

The postcard notice and the email notice (as well as the longer Settlement Notice available at [www.BlenderSettlement.com](http://www.BlenderSettlement.com)) explain the Lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. Please read the Notices carefully.

**5. If I did not receive a postcard in the mail or an email notice, but heard about this Settlement from another source, can I participate?**

Yes, if you are a Class Member. Please review these FAQs for more information about who may be eligible to participate in this class action settlement. If you believe that you are a potential Class Member, please follow the instructions for submitting a Claim Form, which you may do electronically at <https://secure.jndla.com/online-forms/VIT>.

If you are unsure whether you are a Class Member, you can contact the Settlement Administrator toll-free at 1-855-233-4747.

## WHO IS IN THE SETTLEMENT?

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

You may be a Class Member if (1) you own a Vitamix household blender with a blade assembly dated on or after January 1, 2007 until October 1, 2016; or (2) if you own a Vitamix commercial blender that was purchased through a third party such as a dealer, distributor, or restaurant supply store and not directly from Vita-Mix on or after September 15, 2015 but before August 9, 2016 (or before April 7, 2017 in the case of a commercial blender from the XL product line). The blade assembly date can be found on the top side of one of the blades in the blade assembly. The blade assembly is located in the bottom of the blender container. Below is a picture of a blade assembly containing the blade assembly date. The “(insert date)” date stamp means the blade assembly was manufactured during (insert month) of (insert year).

(insert picture)

**7. Who is not included in the class?**

The Class does not include Defendants and their officers, and directors; Class Counsel and their partners, associates, lawyers, and employees; and the judicial officers and their immediate family members and associated Court staff assigned to this case. The Class also does not include persons who own one or more otherwise eligible blenders received as a benefit, gift, award, or compensation directly from Vita-Mix in connection with such person’s work for Vita-Mix unless such person separately purchased any blender(s) described in this Section, in which case their eligibility for class membership and benefits is limited to any such purchased blender(s).

**8. What if I’m still not sure if I am included?**

If you are still not sure whether you are included, you can review the relevant court pleadings available on the Settlement Website at [www.BlenderSettlement.com/documents](http://www.BlenderSettlement.com/documents) for more information, or you can call the Settlement Administrator toll-free at 1-855-233-4747.

## THE SETTLEMENT BENEFITS – WHAT YOU GET

**9. What does the Settlement provide?**

Settlement Class Members who submit a valid Claim Form as described in Question 5 will be eligible to receive benefits depending on their circumstances. Owners of Vitamix household blenders may choose between a transferable gift card in the amount of \$70 (for use on the Vita-Mix website or in any Vita-Mix owned store), or a free new replacement blade assembly that does not fleck. Class Members who own multiple household blenders may choose between a transferable gift card in the

amount of \$140 (for use on the Vita-Mix website or in any Vita-Mix owned store), or installation of a free new replacement blade assembly that does not fleck in their existing container.

Owners of one or more Vitamix commercial blenders submitting Valid Claims can receive a new replacement blade assembly from Vita-Mix, up to a maximum of two replacement blade assemblies.

#### **10. How can I get a gift card or replacement blade assembly?**

Eligible Class Members must submit a Claim Form to qualify for a gift card or replacement blade assembly. Claim Forms must be submitted through the Settlement Website (<https://secure.jndla.com/online-forms/vit>) no later than 11:59 PM MST on September 28, 2018. You may also complete and return the Claim Form attached to your postcard notice (or print out a hard copy of the Claim Form from the Settlement Website at [www.BlenderSettlement.com/documents](http://www.BlenderSettlement.com/documents), and mail it to the Settlement Administrator at the below address with a postmark no later than September 28, 2018:

Vitamix Settlement Administrator  
c/o JND Legal Administration  
P.O. Box 7028  
Broomfield, CO 80021

The entire Claim Form must be filled out completely and meet the requirements of a valid Claim Form set forth in the Settlement Agreement in order for you to receive a benefit.

Class Members who choose to receive a replacement blade assembly, and who certify that they experienced or are concerned about black flecks and that they have not received a replacement container or blade assembly, will receive a standard ground shipping box and pre-paid packing slip from the Settlement Administrator to return their Vitamix container. Vita-Mix will then replace the blade assembly with a newly designed blade that does not fleck and return the original Vitamix container to the Class Member. Class Members should receive their Vitamix container with the new blade assembly installed in 10 days or less from the date that Vita-Mix receives container in the mail.

#### **11. When would I get my benefit?**

The Court will hold a hearing on March 27, 2018 to decide whether to approve the Settlement. If Judge Dlott approves the settlement, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. It also takes time for the Claim Forms to be processed. The Settlement Administrator will update the website to keep Class Members informed about relevant timing issues.

#### **12. What am I giving up if I remain in the Class?**

Unless you exclude yourself, you stay in the Class, and that means that you can't sue, continue to sue, or be part of any other lawsuits against Defendants about the legal issues in this case.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you don't want a gift card or replacement blade assembly from this Settlement, and you want to keep any right you may have to sue or continue to sue Defendants about the legal issues in this case, then you must take steps to remove yourself from the Class. This is called excluding yourself and sometimes is referred to as "opting out" of the Class.

#### **13. How do I get out of the Settlement?**

To exclude yourself from the settlement, you must download an Opt Out Form available at

www.BlenderSettlement.com/documents and mail it to the Settlement Administrator. You may also send a letter stating “I want to be excluded from the Settlement Class in *Linneman, et al. v. Vita-Mix Corporation, et al.*, Case No. 1:15-cv-748.” Your Opt Out Form or letter request for exclusion must be mailed to the Settlement Administrator at the below address and postmarked no later than March 7, 2018.

Vitamix Settlement Administrator  
c/o JND Legal Administration  
P.O. Box 7028  
Broomfield, CO 80021

**14. What is the effect if I exclude myself from this Settlement?**

If you request to be excluded, you will not get a gift card or replacement blade assembly. Also, you cannot object to the settlement. You will not be legally bound by anything that happens in the Action. You may be able to sue (or continue to sue) Defendants in the future about the legal issues in the case.

**15. If I don't exclude myself, can I sue Defendants for the same thing later?**

No. Unless you exclude yourself, you give up your right to sue Defendants and other released parties for the claims that this Settlement resolves. You must exclude yourself from this Class to pursue your own lawsuit. Remember, your exclusion request must be postmarked on or before March 7, 2018.

**16. If I exclude myself, can I get a gift card or replacement blade assembly from this Settlement?**

No. If you exclude yourself, do not send in a Claim Form to ask for a gift card or a replacement blade assembly from this Settlement. You may exercise any right you may have to sue, continue to sue, or be part of a different lawsuit against Defendants and other released parties.

## THE LAWYERS REPRESENTING YOU

**17. Do I have a lawyer in this case?**

Yes. The Court appointed Bill Markovits and Paul De Marco of Markovits, Stock & DeMarco, LLC, Jeffrey Goldenberg of Goldenberg Schneider, LPA, and Justin Walker of Finney Law Firm LLC to represent the Class as Class Counsel. You will not be charged for Class Counsel. The Court will determine the amount of Class Counsel's fees and costs, which Defendants will pay as part of the Settlement. If you want to be represented by your own lawyer, you may hire one at your own expense.

**18. How will the lawyers be paid?**

Class Counsel will request the Court to award attorneys' fees up to \$9,000,000, plus reimbursement for litigation expenses and costs incurred to be paid by the Defendants. Class Counsel will also ask for a \$3,000 Service Award to be paid to each of the Plaintiffs serving as the class representatives. Defendants will pay Class Counsel's fees and costs, and the Service Awards as awarded by the Court. You have the right to object to the requested fees and costs, and Service Award. Defendants will also pay the costs to administer the Settlement. Vita-Mix objects to the size of the fee award Class Counsel seeks and reserves its rights with respect to Class Counsel's fee request.

Class Counsel will file a Fee Application for an award of Attorneys' Fees and Expenses and Service Awards, no later than January 31, 2018. Once filed, a copy of this Fee Application will be available for download at [www.BlenderSettlement.com/documents](http://www.BlenderSettlement.com/documents).

Class Members are not personally liable for any attorneys' fees or expenses or Service Awards, and the payment of attorneys' fees and expenses and Service Awards by Vita-Mix will not reduce the benefits



available to Class Members.

## OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the Settlement or some part of it.

### 19. How do I tell the Court if I don't like the Settlement?

Any Class Member who does not submit a request for exclusion from the Class may object to the proposed Settlement, or Class Counsel's motion for an award of attorneys' fees and reimbursement of litigation expenses. Objections must be in writing. To object to the Settlement, you must give reasons why you think the Court should not approve it. The Court will consider your views before making a decision. In order to have your objection considered, you or your attorney must mail the written objection to Class Counsel, Vita-Mix's Counsel, the Settlement Administrator, and the Court. Your objection must contain: (a) the full name, address, telephone number, and email address of the objector; (b) the serial number(s) for the objector's blender(s); (c) a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) copies of any papers, briefs, or other documents on which the objection is based; (e) a list of all civil actions in which the objector and/or objector's counsel had filed or in any way participated in—financially or otherwise—objecting to a class action settlement in the preceding five years; (f) the name, address, email address, and telephone number of all attorneys representing the objector; (g) a statement indicating whether the objector and/or the objector's counsel intends to appear at the Fairness Hearing, and, if so, a list of all persons, if any, who will be called to testify in support of the objection; and (h) the objector's signature. Class Members who fail to make objections in the manner specified in this Section will be deemed to have waived any objections and will be foreclosed from making any objection to the Settlement or this Agreement (whether by appeal, collateral proceeding, or otherwise). You must mail your written objection, postmarked no later than March 7, 2018, to the following addresses:

<p><b><u>Objections – Vita-Mix Settlement Administrator</u></b></p> <p>Vitamix Settlement Administrator c/o JND Legal Administration P.O. Box 7028 Broomfield, CO 80021</p>	<p><b><u>Court</u></b></p> <p>Office of the Clerk Potter Stewart U.S. Courthouse Room 103 100 East Fifth Street Cincinnati, OH 45202</p>
<p><b><u>Class Counsel</u></b></p> <p>Bill Markovits Markovits, Stock &amp; DeMarco, LLC 3825 Edwards Road, Suite 650 Cincinnati, OH 45209</p>	<p><b><u>Vita-Mix's Counsel</u></b></p> <p>Tracey L. Turnbull Porter Wright Morris &amp; Arthur LLP 950 Main Avenue, Suite 500 Cleveland, OH 44113</p>

### 20. What's the difference between objecting and opting out?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself or opting out is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

## THE COURT'S SETTLEMENT HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

**21. When and where will the Court decide to approve the Settlement?**

The Court will hold a Settlement Fairness Hearing at 10 a.m. on March 27, 2018 at the Potter Stewart U.S. Courthouse, 100 East Fifth Street, Cincinnati, OH 45202 in Courtroom 7. At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections that were received by the deadline, the Court will then consider them. Judge Dlott will listen to people who have asked to speak at the hearing (see Q&A No. 23 below). After the Fairness Hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

**22. Do I have to come to the hearing?**

No. Class Counsel will answer questions Judge Dlott may have. You are welcome to come at your own expense. If you send an objection, you don't have to come to Court and talk about it. As long as your written objection is postmarked by March 7, 2018, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

**23. May I speak at the hearing?**

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter to the Court stating that it is your "Notice of Intent to Appear at the Fairness Hearing in Vicki Linneman, et al. v. Vita-Mix Corporation, et al., Case No. 1:15-cv-748." Please also include the name, address, and telephone number of your attorney, if applicable. Your request must be mailed to the addresses listed in Question 19 and postmarked no later than March 7, 2018.

You cannot speak at the hearing if you exclude yourself.

**IF YOU DO NOTHING**

**24. What happens if I do nothing at all?**

If you do nothing, you will not receive any benefits from this Settlement. Unless you exclude yourself from the Class, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuits against the Defendants or released parties about the legal issues resolved by this Settlement, ever again.

**GETTING MORE INFORMATION**

**25. Are there more details about the Settlement?**

Yes. The Settlement Agreement contains more details and governs this Settlement. Copies of the Settlement Agreement and pleadings and other documents relating to the case are on file at the United States District Court for the Southern District of Ohio – Western Division and may be examined and copied at any time during regular office hours. You can also get more information by visiting the Settlement Website at [www.BlenderSettlement.com](http://www.BlenderSettlement.com).

The Settlement Agreement and other relevant pleadings (including the postcard notice and the longer Settlement Notice) are also available for review and download at [www.BlenderSettlement.com/documents](http://www.BlenderSettlement.com/documents).

**26. How do I get more information?**

For more information, please visit the Settlement Website at [www.BlenderSettlement.com/documents](http://www.BlenderSettlement.com/documents), where you can download and review relevant court pleadings and file a claim. You may also call the Settlement Administrator toll-free at 1-855-233-4747.

**You should not direct questions to the Court.**