

**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.
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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.

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**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>
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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>
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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>
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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.