

ADDENDUM TO SETTLEMENT AGREEMENT AND RELEASE

This Addendum, made and entered into as of the 6th day of July of 2022, by and between Plaintiff Roy Lo (“Mr. Lo” or “Plaintiff”), individually and on behalf of Class Members, on the one hand, and defendant NutriBullet, LLC and affiliated entities Capital Brands Holding Inc., Capital Brands LLC, and Capital Brands Distribution LLC (collectively “NutriBullet”), on the other hand.

RECITALS

WHEREAS, this Addendum modifies the Agreement that was entered into by the Parties and fully executed as of April 11, 2022.

WHEREAS, the intent of this Addendum is to: i) remove the voucher provision under Section IV.C of the Agreement and consequently to eliminate the requirement for a Claim Form to be submitted by Settlement Class Members; ii) include a revised estimate for class notice and settlement administration expenses; iii) include a sample opt-out form for Court approval; and accordingly revise the Email Notice, Website Notice, and proposed orders granting preliminary and final settlement approval.

AMENDMENT TO SETTLEMENT AGREEMENT

TO REMOVE CLAIM FORM REQUIREMENT AND VOUCHER AWARD

The Parties hereby revise Agreement to remove the requirement for Settlement Class Members to submit a Claim Form, and also eliminate the Claim Period and Voucher Award, reflected in the Agreement at Section II(C), (D), (E), (F), (Q), (X), (SS), (TT), (UU); Section IV(C), (D), (F); Section V; Section VII(D)(3)-(4); Section IX(I); Section X(A)(6), (12); and Section XII(A)(2) of the Agreement.

AMENDMENT TO ELIMINATE EXHIBIT A TO THE SETTLEMENT AGREEMENT

The Parties hereby revise Agreement to remove and eliminate the proposed Exhibit A (Claim Form) from the Agreement.

AMENDMENT TO EXHIBIT B TO THE SETTLEMENT AGREEMENT

The Parties hereby replace Exhibit B to the Agreement with the attached Exhibit B-1.

AMENDMENT TO EXHIBIT D TO THE SETTLEMENT AGREEMENT

The Parties hereby replace Exhibit D to the Agreement with the attached Exhibit D-1.

AMENDMENT TO EXHIBIT E TO THE SETTLEMENT AGREEMENT

The Parties hereby replace Exhibit E to the Agreement with the attached Exhibit E-1.

AMENDMENT TO EXHIBIT F TO THE SETTLEMENT AGREEMENT

The Parties hereby replace Exhibit F to the Agreement with the attached Exhibit F-1.

AMENDMENT TO ADD EXHIBIT G TO THE SETTLEMENT AGREEMENT

The Parties hereby revise the Agreement to the add a proposed Exhibit G as a sample opt-out form.




Roy Lo, Plaintiff

CAPITAL BRANDS HOLDING INC.

By:  _____


Its: CEO _____

CAPITAL BRANDS DISTRIBUTION LLC

By:  _____


Its: CEO _____

CAPITAL BRANDS LLC

By:  _____

Its: CEO _____

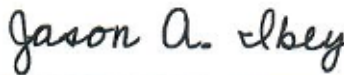
NUTRIBULLET, LLC

By: 

Its: CGO

APPROVED AS TO FORM AND CONTENT:

KAZEROUNI LAW GROUP, APC

By: 

Jason A. Ibey

Abbas Kazerounian

Attorneys for Plaintiff and the proposed Settlement Class

BLACK OAK LAW FIRM

By: 

Adib Assassi

Attorneys for Plaintiff and the proposed Settlement Class

PILLSBURY WINTHROP SHAW PITTMAN LLP

By: 

Derek M. Mayor

Aaron S. Dyer

Attorneys for Defendant

EXHIBIT B-1

A California Superior Court has authorized this notice. This is not a solicitation from a lawyer.

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

You may be entitled to benefits under a class action Settlement.

What happened? A Settlement has been proposed in this lawsuit, which is pending in the Los Angeles County Superior Court (“Court”). The plaintiff in the case claims that NutriBullet, LLC (“NutriBullet”), violated California’s Song-Beverly Warranty Act, Consumer Legal Remedies Act, and Unfair Competition Law by omitting from its warranty or product registration cards/forms certain disclosures required by California law. Although NutriBullet denies that it did anything wrong, the parties reached a proposed Settlement to resolve the claims in the lawsuit.

Who is included? If you purchased a warranted NutriBullet or Magic Bullet product in California or from NutriBullet’s website (nutribullet.com) between August 1, 2019, and [preliminary approval date], you may be included in the proposed Settlement as a “Settlement Class Member.” A full list of the Covered Products and the labels subject to the Settlement are identified on the Settlement Website. If you received this notice via email, NutriBullet’s records suggest that you are likely a Settlement Class Member.

Summary of Settlement. NutriBullet has agreed to provide an automatic six (6) month Extended Warranty to all Settlement Class Members. NutriBullet has also agreed to modify its warranty materials, pay a service award to the Class Representative up to \$3,000, pay a combined award of attorney’s fees and costs to Class Counsel up to \$195,000, and pay Settlement notice and administration costs estimated to be \$63,175, subject to Court approval. For complete details of the Settlement, please visit **www.[TBD Settlement Website Address].com** or call **1-XXX-XXX-XXXX**.

Do I have a lawyer? Yes. The Court has preliminarily appointed Abbas Kazerounian and Jason A. Ibey of Kazerouni Law Group, APC, and Adib Assassi of Black Oak Law Firm, as Class Counsel. These lawyers will be paid attorneys’ fees and costs by NutriBullet as approved by the Court. You may enter an appearance in the case through your own attorney if you so desire, but it is not required.

What options are available to me? Settlement Class Members have three options, indicated below:

EXCLUDE YOURSELF	You may exclude yourself from the Settlement by the deadline of [DEADLINE], if you do not want to be bound by the Settlement. If you exclude yourself, you cannot receive a free Extended Warranty, but your right to bring a lawsuit against NutriBullet for the claims alleged in the lawsuit will not be affected by the Settlement. If you do not exclude yourself, and the Settlement is approved, you will waive your right to sue NutriBullet for the claims asserted in the lawsuit. Please refer to the full Notice of Proposed Class Action Settlement located at [URL] for complete instructions on how to exclude yourself from the Settlement.
OBJECT TO THE SETTLEMENT	Remain a Settlement Class Member but object to the Settlement by the deadline of [DEADLINE], if you do not like some aspect of the Settlement. Instructions and requirements for objecting are available at www.[TBD URL].com.
DO NOTHING	If you do nothing, you will remain part of the Settlement Class and will release your Released Claims against the Released Persons and receive an Extended Warranty. More details are available at www.[TBD URL].com.

Scheduled Hearing. The judge has scheduled a hearing for *[date & time]* at *[court address]*, to decide whether to give final approval to the proposed Settlement, including the amounts of any attorneys' fees, costs, and any class representative award. The hearing may be changed without notice, but any changes will be updated on the Settlement Website. **It is not necessary for you to appear at this hearing**, but you may attend at your own expense.

Complete details, a Claim Form, relevant documents, and additional information is available at [www.\[TBD URL\].com](http://www.[TBD URL].com) or by calling 1-XXX-XXX-XXXX. You may also write to [Lo Settlement c/o Simpluris].

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

EXHIBIT D-1

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

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

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

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

Your Legal Rights and Options in this Settlement	
(1) Exclude Yourself or “Opt Out” of the Settlement	If you exclude yourself from the Settlement by the deadline of [DEADLINE], you will <u>not</u> waive any rights you may have against NutriBullet or anyone else with respect to the legal claims in this case. You will be excluded from having an Extended Warranty.
(2) Object	Write to the Court about why you believe the Settlement is unfair or if you do not like an aspect of the Settlement. Even if you file a valid and timely objection by the deadline of [DEADLINE], you can still receive an Extended Warranty if the Court gives final approval to the Settlement.

(3) Go to the Hearing	Ask to speak in Court about the fairness of the Settlement if you file a valid and timely objection. The fairness hearing has been scheduled for [<i>date & time</i>], but may change without further notice, so it is a good idea to check the Settlement Website for updates.
(4) Do Nothing	If you do nothing, you will give up any rights to sue NutriBullet or anyone else separately regarding the legal claims in the lawsuit. However, you will still be entitled to the Extended Warranty.

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

WHAT THIS NOTICE CONTAINS

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BASIC INFORMATION

1. Why is there a notice?

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

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

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

2. What is this class action lawsuit about?

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

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

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

3. Why is there a settlement?

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

WHO IS IN THE SETTLEMENT?

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

The Court has preliminarily certified a class action for settlement purposes only in this lawsuit. You are in the Settlement Class if you purchased a warranted NutriBullet product in California or from NutriBullet's website (nutribullet.com), between August 1, 2019, and [preliminary approval date]. A full list of the

Covered Products are identified below in this Notice, and the product labels subject to the Settlement are available at [URL].

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

If you have questions about whether you are a Settlement Class Member, or are still not sure whether you are included, you can visit [www.\[TBD-URL\].com](http://www.[TBD-URL].com) or call 1-XXX-XXX-XXXX for more information. Please do not contact NutriBullet with questions about the Settlement.

THE SETTLEMENT BENEFITS – WHAT YOU GET

5. What does the Settlement provide?

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

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

HOW YOU GET AN AWARD

6. How and when can I get an award?

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

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

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

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

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

Released Claims. Released Claims means any and all claims, claims for damages, equitable (including injunctive relief), legal and/or administrative relief, interest, demands, or rights, including without limitation, claims for damages of any kind, including but not limited to those in excess of actual damages, whether based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other sources, all claims, actions, causes of action, rights, demands, suits, debts, liens, contracts, agreements, offsets or liabilities, including but not limited to tort claims, negligence claims, claims for breach of contract, breach of any express or implied warranties, breach of the duty of good faith and fair dealing, breach of statutory duties, actual or constructive fraud, misrepresentations, fraudulent inducement, statutory and consumer fraud, breach of any consumer legal remedies statutes, breach of fiduciary duty, violation of elder abuse and dependent adult civil protection acts, unfair business or trade practices, unfair competition, false advertising, restitution, rescission, compensatory and exemplary or punitive damages, injunctive or declaratory relief, attorneys' fees, interests, costs, penalties, and any other claims, whether known or unknown, alleged or not alleged in the Action, suspected or unsuspected, contingent or matured, under federal, state, or local law, which the Plaintiff and/or any Settlement Class Member had, now have or may in the future have with respect to any conduct, act, omissions, facts, matters, transactions, or oral or written statements or occurrences, during the Class Period, arising from or relating to alleged improper warranty information on Defendant's warranty registration cards and online warranty registration for, based on the SBA, CLRA, UCL, or any comparable state consumer protection statute that would give rise to claims for the warranty materials as it concerns the Covered Products.

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

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

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

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

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

EXCLUDING YOURSELF FROM THE SETTLEMENT

8. How do I exclude myself from the Settlement?

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

Alternatively, you may send your exclusion request via U.S. mail, postmarked no later than [MONTH DAY, YEAR], to:

[address]

If you ask to be excluded, you will not be eligible for the Extended Warranty on the Covered Products. You also cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) NutriBullet and Released Person in the future. A Settlement Class Member may opt-out on an individual basis only. So-called “mass” or “class” opt-outs, whether filed by third parties on behalf of a “mass” or “class” of class members or multiple class members where no personal statement has been signed by each and every Person who desires to Opt-Out, will not be allowed.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

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

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

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

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

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

OBJECTING TO THE SETTLEMENT

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

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

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

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

<p><u>For the Settlement Administrator:</u></p> <p>[address]</p>	<p><u>For Class Counsel:</u> Abbas Kazerounian Kazerouni Law Group, APC 245 Fischer Avenue, Unit D1 Costa Mesa, CA 92626</p> <p><u>Counsel for NutriBullet:</u> Aaron S. Dyer Pillsbury Winthrop Shaw Pittman LLP 725 South Figueroa Street, Suite 2800 Los Angeles, CA 90017-5406</p>
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THE FINAL APPROVAL HEARING

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

The Court will hold a fairness hearing to decide whether to give final approval to the proposed Settlement. This Final Approval Hearing will be held [time & date], [court address]. The hearing may be moved to a different date or time without additional notice or conducted virtually, so it is a good idea to check the Settlement Website, www.[TBD-URL].com, for updates.

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

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

13. May I speak at the hearing?

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

IF YOU DO NOTHING

What happens if I do nothing at all?

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

GETTING MORE INFORMATION

15. How do I get more information?

This Notice summarizes the terms of the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by calling the Administrator toll-free at 1-XXX-XXX-XXXX, writing to: [Lo Settlement c/o Simpluris and address]; or visiting the website at [www.\[TBD-URL\].com](http://www.[TBD-URL].com), where you will also find answers to common questions about the Settlement, plus other information to help you determine whether you are a Settlement Class Member.

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

EXHIBIT E-1

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF LOS ANGELES – UNLIMITED CIVIL**

11
12 **ROY LO, Individually and On Behalf**
13 **of All Others Similarly Situated,**

14 Plaintiff,

15 vs.

16 **NUTRIBULLET, LLC,**

17 Defendant.

Case No.: 21STCV12852

**[PROPOSED] ORDER
GRANTING MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT
AND CERTIFICATION OF
SETTLEMENT CLASS**

JUDGE: Hon. William F. Highberger
DEPT.: 10

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21 Plaintiff Roy Lo (“Mr. Lo” or “Plaintiff”) filed a Motion for Preliminary
22 Approval of Class Action Settlement and Certification of Settlement Class (the
23 “Preliminary Approval Motion”) in the above-captioned action (the “Action”). The
24 Preliminary Approval Motion was unopposed by Defendant NutriBullet, LLC
25 (“NutriBullet” or “Defendant”).

26 The Court has read and considered the Settlement Agreement (“Agreement”)
27 and the Amendment thereto, the Preliminary Approval Motion, and the record in this
28 case.

1 NOW, THEREFORE IT IS HEREBY ORDERED:

2 I. JURISDICTION: The Court has jurisdiction over the subject matter of the
3 Action and over all settling parties hereto. All capitalized terms used herein
4 have the meanings defined herein and/or in the Agreement.

5 II. PRELIMINARY APPROVAL OF PROPOSED SETTLEMENT: The Court
6 preliminarily finds that the settlement of the Action, on the terms and
7 conditions set forth in the Agreement, is in all respects fundamentally fair,
8 reasonable, adequate and in the best interests of the Settlement Class
9 Members. This takes into consideration the benefits to Settlement Class
10 Members of a change in marketing and advertising practices by NutriBullet
11 as well as the Extended Warranty; the strength and weaknesses of Plaintiff's
12 case; the complexity, expense and probable duration of further litigation; and
13 the risk and delay inherent in possible appeals from any significant decisions.
14 The Court preliminarily approves the Settlement Agreement pursuant to
15 Section IX thereof.

16 III. CLASS CERTIFICATION: The Court preliminarily finds that the Action
17 satisfies the applicable prerequisites for class action treatment under
18 California Code of Civil Procedure § 382, involving numerous consumers
19 within the State of California who purchased one or more of the Covered
20 Products during the Class Period.

21 IV. CLASS MEMBERS: Pursuant to Section 382 of the California Code of Civil
22 Procedure, the Action is hereby preliminarily certified, for settlement
23 purposes only, as a class action on behalf of the following members of the
24 Settlement Class:

25
26 All persons who purchased one of Defendant's warrantied
27 products within California between August of 2019 and
28 the date of entry of a preliminary approval order.

1 Excluded from the Settlement Class are: (1) NutriBullet and its respective
2 affiliates, employees, officers, directors, agents, and representatives, and their
3 immediate family members; (2) Settlement Class Counsel and partners,
4 attorneys, and employees of their law firms; (3) the Judge(s) who have
5 presided over the Action, the case identified in Paragraph I.E, or the mediator
6 referenced in Paragraph I.H, and their immediate family members; and (4) all
7 individuals or entities who purchased Covered Products for resale.

8 V. CLASS REPRESENTATIVE AND CLASS COUNSEL APPOINTMENT:

9 For purposes of the Court considering preliminary approval, the Court
10 appoints named Plaintiff Roy Lo as the Class Representative. The Court
11 further appoints Abbas Kazerounian and Jason A. Ibey of Kazerouni Law
12 Group, APC, and Adib Assassi of Black Oak Law Firm as Class Counsel for
13 the purposes of considering preliminary approval.

14 VI. SETTLEMENT ADMINISTRATOR APPOINTMENT: For purposes of the
15 proposed Settlement, the Court appoints Simpluris as Settlement
16 Administrator.

17 VII. NOTICE: The Court hereby approves the proposed forms of Class Notice
18 attached as Exhibit C to the Agreement, and Exhibits B-1 and D-1 to the
19 Addendum to the Agreement. Notice will be given to Settlement Class no later
20 than thirty (30) days from the Court's entry of this Preliminary Approval
21 Order (i.e., the "Notice Date"). Notice will be provided by (1) email notice to
22 Settlement Class Members for which NutriBullet has an email address; (2) an
23 internet banner advertisement campaign; and (3) detailed notice on the
24 Settlement Website. Each form of notice is to provide or link to a summary of
25 the important details of the Settlement, including deadlines and instructions
26 on how to opt out or object to the proposed Settlement. Further, to facilitate
27 email notice, NutriBullet is to provide the Settlement Administrator with
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1 relevant contact information in its possession for the Settlement Class
2 Members, including their last known email address.

3 VIII. RIGHT TO OPT-OUT OR OBJECT: Settlement Class members shall be
4 given forty-five (45) days from the Notice Date to request exclusion from
5 (Opt-Out) of the Settlement or to object to its terms.

6 A. Opt-Out Process: Settlement Class Members who wish to be excluded
7 from the Settlement may do so by completing and mailing an exclusion
8 request (opt-out request) to the Settlement Administrator. An Opt-Out request
9 must: (1) be personally signed by the Person in the Settlement Class
10 requesting exclusion; (2) contain a statement indicating that Person's desire
11 to be excluded from the Settlement Class in the matter of *Lo v. Nutribullet,*
12 *LLC*, Case No. 21STCV12852, Superior Court of the State of California,
13 County of Los Angeles (or sufficient words to indicate this matter); and (3)
14 include a statement that the Person is otherwise a member of the Settlement
15 Class and purchased a Covered Product.

16 B. Objection Process: Settlement Class Members who intend to object
17 must include in an objection mailed to the Settlement Administrator and
18 served on the Parties' Counsel: (1) the name, address, telephone number of
19 the Person objecting, and his or her counsel (if any); (2) a signed declaration
20 stating that he or she is a Person in the Settlement Class and purchased a
21 Covered Product; (3) a statement of all objections to the Settlement
22 Agreement and any supporting documentations; and (4) a statement of
23 whether he or she intends to appear at the Final Approval Hearing, either with
24 or without counsel, and if with counsel, the name of said counsel. Any
25 Settlement Class Member who fails to submit and timely serve a written
26 objection and notice of his or her intent to appear at the Final Approval
27 Hearing pursuant to Section VII, Paragraph C of the Agreement, and as
28 detailed in the Class Notice, shall not be permitted to object to the approval

1 of the Settlement Agreement at the Final Approval Hearing and shall be
2 foreclosed from seeking any review of the Settlement Agreement by appeal
3 or other means.

4 IX. FINAL APPROVAL HEARING: The Court shall conduct a final approval
5 hearing (“Final Approval Hearing”) on _____, 2022, at _____.m,
6 at the Superior Court of California, County of Los Angeles, Spring Street
7 Courthouse, Department 10, 312 North Spring Street, Los Angeles, CA
8 90012. The Final Approval Hearing may be rescheduled or continued by the
9 Court. At such hearing, the Court will consider:

10 A. Whether this action satisfies the applicable prerequisites for class action
11 treatment for settlement purposes under California Code of Civil Procedure §
12 382;

13 B. Whether the relief proposed by the Settlement is fundamentally fair,
14 reasonable, adequate, and in the best interest of the Settlement Class Members
15 and should be approved by the Court;

16 C. Whether the Final Judgment, as provided under the Agreement, should
17 be entered, dismissing the Action with prejudice and releasing the Released
18 Claims against the Released Parties; and

19 D. Such other issues as the Court deems appropriate.

20 X. Attendance at the Final Approval Hearing is not necessary. Settlement Class
21 Members need not appear at the hearing or take any other action with regard
22 to the proposed class action settlement.

23 XI. If the Agreement is not finally approved for any reason, then this order shall
24 be vacated, the Agreement shall have no force and effect, and the Parties’
25 rights and defenses shall be restored, without prejudice, to their respective
26 positions as if the Agreement had never been executed and this order never
27 entered.
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1 XII. Plaintiff shall file and serve Plaintiff's motion for Attorneys' Fees, Costs and
2 Service Award, as well as a Motion for Final Approval of Class Action
3 Settlement, at least thirty (30) days prior to the Final Approval Hearing.

4 XIII. The Court has continuing and exclusive jurisdiction over the action and the
5 parties to the Agreement to consider all further matters arising out of or
6 connected with the settlement, including the administration and enforcement
7 of the Agreement, pursuant to California Rules of Court, rule 3.769(h).

8 **IT IS SO ORDERED.**

9
10 Dated: _____

11 _____
12 HON. WILLIAM F. HIGHBERGER
13 SUPERIOR COURT JUDGE
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EXHIBIT F-1

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – UNLIMITED CIVIL**

**ROY LO, Individually and On Behalf
of All Others Similarly Situated,**

Plaintiff,

vs.

NUTRIBULLET, LLC,

Defendant.

Case No.: 21STCV12852

**[PROPOSED] ORDER
GRANTING FINAL APPROVAL
OF CLASS ACTION
SETTLEMENT; AND FINAL
JUDGMENT**

JUDGE: Hon. William F. Highberger
DEPT.: 10

On April 11, 2022, Plaintiff Roy Lo (“Mr. Lo” or “Plaintiff”) and Defendant NutriBullet, LLC (“NutriBullet” or “Defendant”) entered into a Class Action Settlement Agreement (“Settlement Agreement” or “Agreement”), and subsequently, Plaintiff and Defendant executed an Amendment to the Class Action

1 Settlement Agreement on July __, 2022 (“Addendum”), which are subject to review
2 under Rule 3.769 of the California Rules of Court.

3 On April 15, 2022, Plaintiff filed the Agreement, along with the Plaintiff’s
4 Motion for Preliminary Approval of Class Action Settlement and Certification of
5 Settlement Class (the “Preliminary Approval Motion”), which was unopposed by
6 Defendant.

7 On _____, 2022, Plaintiff filed supplemental briefing in support of the
8 Preliminary Approval Motion, which included the Addendum.

9 On _____, 2022, upon consideration of the Agreement, the unopposed
10 Preliminary Approval Motion, and the record, the Court entered an Order of
11 Preliminary Approval of Class Action Settlement (the “Preliminary Approval
12 Order”).

13 On _____, 2022, Plaintiff filed his Motion for Attorneys’ Fees, Costs
14 and Service Awards (the “Fee Petition”).

15 On _____, 2022, Plaintiff filed his Motion for Final Approval of Class
16 Action Settlement (the “Motion for Final Approval”).

17 On _____, 2022, a Final Approval Hearing was held pursuant to Rule
18 3.769 of the California Rules of Court to determine whether the Action satisfies the
19 applicable prerequisites for class action treatment under Section 382 of the
20 California Code of Civil Procedure, and whether the proposed Settlement is
21 fundamentally fair, reasonable, adequate, and in the best interests of the Settlement
22 Class Members and should be approved by the Court.

23 The Court has read and considered the Agreement, the Preliminary Approval
24 Motion, the Fee Petition and the record. All capitalized terms used herein have the
25 meanings defined herein and/or in the Agreement.

26 NOW, THEREFORE, IT IS HEREBY ORDERED:

27 I. JURISDICTION: The Court has jurisdiction over the subject matter of the
28 Action and over all settling parties hereto.

1 II. SETTLEMENT CLASS MEMBERS: Pursuant to Rule 3.769 of the California
2 Rules of Court, and Civ. Proc. Code § 382, the Action is hereby finally
3 certified, for settlement purposes only, as a class action on behalf of the
4 following class members:

5 All persons who purchased one of Defendant's warranted
6 products within California between August of 2019 and
7 *[the date of entry of the preliminary approval order]*.

8 Excluded from the Settlement Class are: (1) NutriBullet and its respective
9 affiliates, employees, officers, directors, agents, and representatives, and their
10 immediate family members; (2) Settlement Class Counsel and partners,
11 attorneys, and employees of their law firms; (3) the Judge(s) who have presided
12 over the Action, the case identified in Paragraph I.E, or the mediator referenced
13 in Paragraph I.H, and their immediate family members; and (4) all individuals
14 or entities who purchased Covered Products for resale.

15 III. CLASS REPRESENTATIVES AND CLASS COUNSEL: Pursuant to the
16 Court's Preliminary Approval Order, the Court confirms the appointment
17 named Plaintiff Roy Lo as the Class Representative. The Court further
18 confirms the appointment of Abbas Kazerounian and Jason A. Ibey of
19 Kazerouni Law Group, APC, and Adib Assassi of Black Oak Law Firm, as
20 Class Counsel.

21 IV. NOTICE: Following the Court's Preliminary Approval Order, the Court
22 determined that the Class Notice to the Settlement Class was appropriate. The
23 Court finds that such notice was disseminated to Settlement Class Members in
24 accordance with the terms of the Agreement (including Exhibit C to the
25 Agreement, and Exhibits B-1 and D-1 to the Addendum) and this Court's
26 Preliminary Approval Order. The Court further finds that the notice
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1 requirements to Settlement Class Members was met pursuant to California
2 Rules of Court, rule 3.769.

3 V. FINAL CLASS CERTIFICATION: The Court finds that the Action satisfies
4 the applicable prerequisites for class action treatment under California Code of
5 Civil Procedure § 382, for settlement purposes. The Court finds that the
6 settlement of the Action, on the terms and conditions set forth in the
7 Agreement, is in all respects fundamentally fair, reasonable, adequate, and in
8 the best interests of the Settlement Class Members, especially in light of the
9 benefits to the Settlement Class Members, the strength of the Plaintiff's case,
10 the complexity, expense and probable duration of further litigation; the risk
11 and delay inherent in possible appeals; and the risk of collecting any judgment
12 obtained on behalf of the class.

13 VI. ATTORNEYS' FEES AND COSTS FOR CLASS COUNSEL: Pursuant to the
14 Court's wide discretion on assessing the reasonableness of fees (*see, e.g.,*
15 *Laffitte v. Robert Half Intern. Inc.* (2016) 1 Cal.5th 480, 506), the Court finds
16 that the combined requested award of Attorneys' Fees and Costs in the amount
17 of \$195,000.00 to be reasonable.

18 VII. SERVICE AWARD FOR CLASS REPRESENTATIVE: The Court finds that
19 \$3,000 is the appropriate amount for a service award to Plaintiff.

20 VIII. SETTLEMENT AWARDS AND BENEFITS: The Agreement, which has
21 been filed with the Court and shall be deemed incorporated herein, and the
22 proposed Settlement are finally approved and shall be consummated in
23 accordance with the terms and provisions thereof, except as amended by any
24 order issued by this Court. The material terms of the Agreement include, but
25 are not limited to, the following:

- 26 1. **Service Award**: NutriBullet shall pay the total sum of \$3,000.00 to Mr.
27 Lo, payable through Class Counsel, as a Service Award for bringing and
28 participating in this Action on behalf of the Class.

- 1 2. **Attorney’s Fees and Costs**: NutriBullet shall pay to Class Counsel the
2 total sum of \$195,000.00 as a combined and reasonable award of attorneys’
3 fees and litigation costs incurred in litigating this Action, in the manner
4 specified in the Agreement. The Court also finds that Class Counsels’
5 hourly rates are reasonable.
- 6 3. **Notice and Administration Costs**: NutriBullet is responsible for payment
7 of reasonable Notice and Administrative Costs.
- 8 4. **Extended Warranty**: NutriBullet shall afford every Settlement Class
9 Member with an Extended Warranty that shall be effective for six (6)
10 months from the Preliminary Approval Order or last eighteen (18) months
11 from the date each Covered Product was purchased, whichever occurs
12 later.
- 13 5. **Changes Warranty, Website, and Literature**: NutriBullet shall (to the
14 extent it has not already done so) promptly remove, and otherwise refrain
15 from using, the statement “Warranty Registration Card” and all
16 substantially similar statements from the registration cards contained
17 within the Covered Products’ packaging as well as on Defendant’s website
18 and online advertisements that it controls. NutriBullet shall also include
19 the Song-Beverly Disclosure language as required by California Civil
20 Code § 1793.1(a)(1) on its online product registration form and any
21 registration cards or printed warranty materials contained within or on the
22 Covered Products’ packaging. NutriBullet’s website presentations
23 regarding the Covered Products shall, to the extent reasonably
24 commercially practicable, conform with these requirements. These
25 changes are to be implemented by Defendant within six (6) months after
26 the Preliminary Approval Order.

27 IX. This Order is binding on all Settlement Class Members.

28 X. **OBJECTIONS AND OPT-OUTS**:

1 a. Objectors: The deadline for Settlement Class Members to file an objection
2 was _____, 2022. No objections to the Settlement were received
3 by the Settlement Administrator and the Court is unaware of any objections
4 to the Settlement.

5 b. Opt-Outs: The deadline for Settlement Class Members to request exclusion
6 from the Settlement was _____, 2022. Persons validly excluded
7 themselves from the Settlement Class, which is attached hereto as **Exhibit**
8 **A**. The Court finds that **Exhibit A** is a complete list of Opt-Outs who
9 neither share in, nor are bound by, this Final Order and Judgment.
10 Settlement Class Members who were not excluded from the Settlement
11 Class are bound by the terms and conditions of the Agreement.

12 XI. RELEASE OF CLAIMS: In exchange for the consideration provided by the
13 Agreement, Plaintiff and all Settlement Class Members hereby release their
14 Released Claims, which includes a waiver under Section 1542 of the Civil
15 Code of the State of California. Expressly excluded from the Release are
16 claims for bodily injury. The Court finds the Release in Section X(B) of the
17 Agreement is tailored to claims arising during the Class Period and
18 reasonable.

19 XII. This Order is not, and shall not be construed as, an admission by Defendant
20 of any liability or wrongdoing in this or in any other proceeding.

21 XIII. Without affecting the finality of this Final Judgment, the Court hereby retains
22 continuing and exclusive jurisdiction over the parties and all matters relating
23 to the Action and/or Agreement, including the administration, interpretation,
24 construction, effectuation, enforcement, and consummation of the settlement
25 and this order, pursuant to California Rules of Court, rule 3.769(h).

26 XIV. A post-approval final accounting hearing shall be held at _____,
27 202__ at _____ .m., with status report due seven (7) days in advance.
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IT IS SO ORDERED.

Dated: _____

HON. WILLIAM F. HIGHBERGER
SUPERIOR COURT JUDGE

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EXHIBIT G

ROY LO V. NUTRIBULLET, INC.
LOS ANGELES COUNTY CASE NUMBER 21STCV12852
CLASS ACTION LITIGATION SETTLEMENT

OPT-OUT FORM

ONLY COMPLETE AND RETURN THIS FORM IF YOU **DO NOT** WISH TO
PARTICIPATE IN THE SETTLEMENT CLASS.

SUBMITTING THIS FORM MEANS YOU WILL **NOT** RECEIVE ANY BENEFITS UNDER
THE CLASS SETTLEMENT AGREEMENT.

This form must be postmarked no later than **[EXCLUSION DATE]**.

Name: _____

Address: _____

Telephone Number: _____

By submitting this Opt-Out Form, I am deciding that I do not want to be a Settlement Class Member in the class action involving allegations that NutriBullet and Magic Bullet's product warranty registration cards did not comply with California's Song Beverly Consumer Warranty Act or other California laws.

I acknowledge that I will not be bound by any terms of the class action settlement agreement, that I will not receive any benefits in connection with the settlement, and that I will retain the right to be able to assert individual claims related to the allegations made in the lawsuit.

Signature: _____

Date: _____

This form must be mailed to:

[ADDRESSES]