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**Attention United States purchasers of 600-watt or 900-watt model Nutribullet Blenders  
Between June 1, 2017 and March 15, 2022**

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**This notice may affect your rights. Please read it carefully.**

*A court has authorized this notice. This is not a solicitation from a lawyer.*

- The notice concerns a case called *Meister v. Nutribullet, LLC et. al.*, Case No. 22LA0024, and it has been filed in the Circuit Court for the 20th Judicial Circuit, Court of St. Clair, State of Illinois.
- This class action Settlement will resolve a lawsuit against NutriBullet, LLC, Homeland Housewares LLC, Capital Brands, LLC, Capital Brands Distribution LLC, Capital Brands Holding Inc. (“Defendants”). The lawsuit affects all Persons who meet all the following criteria:
  - Purchased a 900-watt or 600-watt model Nutribullet blender (“the Blenders”);
  - Purchased a Blender between June 1, 2017, and *March 15, 2022*and
  - Purchased the Blender, in-store or online, in the United States or any of its territories; and
  - Purchased the Blender for personal use and not resale.
- The lawsuit contends that Defendants advertised, marketed, and sold the 600-watt and 900-watt model Blenders without adequately informing consumers at the point of purchase that the Blenders should not be operated continuously for more than one minute or be used to blend hot or warm ingredients.
- Defendants deny any wrongdoing. They contend that the Blenders have always been adequately marketed and labeled and always properly disclosed the risks of the Blenders.
- As part of this Settlement, Defendants agrees to add disclosures to the Blenders’ packaging informing consumers that the Blenders should not be operated continuously for more than one minute or be used to blend hot or warm ingredients. In addition, Settlement Class Members with a Proof of Purchase or the serial number of their Blender may elect a Benefit of either (1) a cash refund of \$5 or \$7; or (2) a discount code for \$10 off the purchase or a new 600-watt model Blender or \$15 off the purchase of a new 900-watt model Blender. Only one Claim per Household is eligible.
- The Settlement Amount is for Valid Claims and is capped at \$10,000,000. The actual amount paid to Settlement Class Members may depend upon the number of Valid Claims. In addition, Nutribullet will pay the costs for notice and administration of the settlement.
- The lawyers who brought the lawsuit will ask the Court for an amount to be determined, but up to \$900,000, to be paid by Defendants as Attorneys’ Fees and Expenses for investigating the facts, litigating the case, and negotiating the Settlement. They will ask the Plaintiff receive no more than \$5,000 for bringing this lawsuit. That payment is called the “Class Service Award.” Any award of Attorneys’ Fees and Expenses and Class Service Award shall be paid in addition, not part of or subject to, the Settlement Amount.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at [www.meistersettlement.com](http://www.meistersettlement.com), or contact the Settlement Administrator at Meister v. Nutribullet PO Box 225391, New York, NY 10150-5391

Questions? Visit [www.meistersettlement.com](http://www.meistersettlement.com) or call 833-620-3607

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

<b>YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>		<b>DEADLINE</b>
<b>Submit a Claim Form</b>	To receive a Benefit you must file a Claim by the Claim Form Deadline.	<b>June 13, 2022</b>
<b>Opt-Out</b>	Get out of the lawsuit and the Settlement. This is the only option that allows you ever to bring or join another lawsuit raising the same legal claims against the Defendants. You will receive no cash payment from this Settlement.	<b>June 13, 2022</b>
<b>File Objection</b>	Write to the Court about any aspect of the Settlement you don’t like or you don’t think is fair, adequate, or reasonable. (If you object to any aspect of the Settlement, you must submit a written Objection by the Objection Deadline noted above.)	<b>June 13, 2022</b>
<b>Go to a Hearing</b>	Speak in Court about the Settlement. (If you object to any aspect of the Settlement, you <b>must</b> submit a written Objection by the Objection Deadline noted above.)	<b>June 30, 2022 8:30a.m ct</b>
<b>Do Nothing</b>	You will receive the benefit of labeling and marketing changes but you will not receive any cash payment; also, you will have no right to sue later for the claims released by the Settlement.	

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Benefit Checks and discount codes will be sent to Settlement Class Members only if the Court approves the Settlement. If there are appeals, payments will not be made until the appeals are resolved and the Settlement becomes effective. Please be patient.
- **Fairness Hearing**  
On June 30, 2022 at 8:30 a.m., the Court will hold a hearing to determine: (i) whether the proposed Settlement should be approved as fair, reasonable, and adequate and should receive final approval; (ii) the Released Claims of the Settlement Class against the Released Parties should be dismissed with prejudice; (iii) whether Class Counsel’s application for a Fee Award should be granted; and (iv) whether the application for the Class Service Award payment should be granted. The hearing will be held in the Circuit Court of the 20th Judicial Circuit, Court of St. Clair, State of Illinois. The hearing will be held in the courtroom of the Honorable Heinz Rudolf, which is located in Courtroom 403, 4th Floor. This hearing date may change without further notice to you. Consult the Settlement Website at [www.meistersettlement.com](http://www.meistersettlement.com), or the Court docket in this case available through the Court’s website <https://www.co.st-clair.il.us/>, for updated information on the hearing date and time.

## **Important Dates**

June 13, 2022	Claims Deadline
June 13, 2022	Objection Deadline
June 13, 2022	Opt-Out Deadline
June 30, 2022	Fairness Hearing

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## **1. How Do I Know If I Am Affected By The Settlement?**

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This case involves 600-watt and 900-watt model Nutribullet Blenders purchased in the United States or any of its territories between June 1, 2017 and March 15, 2022.

For purposes of Settlement only, the Court has conditionally certified a Settlement Class that is defined as all Persons who purchased, for non-commercial use and not for the purposes of resale, any new or reconditioned 600-watt or 900-watt NutriBullet Blender between June 1, 2017 and March 15, 2022 in the United States or any of its territories.

If the Settlement does not become effective (for example, because it is not finally approved, or the approval is reversed on appeal), then this litigation will continue.

## **2. What Is The Lawsuit About?**

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Plaintiff alleges that Defendants advertised, marketed, and sold the 600-watt and 900-watt model Blenders without adequately informing consumers at the point of purchase that the Blenders should not be operated continuously for more than one minute or be used to blend hot or warm ingredients. Defendants contend that the Blenders are safe and contain sufficient warnings. Defendants also contend that the Settlement Class has neither suffered any injury nor is it entitled to monetary or other relief. The Court has not determined whether Plaintiff or Defendants are correct.

## **3. Why Is There A Lawsuit?**

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While Defendants deny that there is any legal entitlement to any monetary relief, Plaintiff contends that the Defendants caused consumers to purchase the Blenders when they would not otherwise have done so and/or the Defendants caused consumers to pay more for the Blenders because they did not adequately disclose that the Blenders should not be operated continuously for more than one minute or be used to blend hot or warm ingredients. The lawsuit seeks to recover, on behalf of a class of all purchasers (except those who are otherwise excluded under the Settlement Agreement and those who purchased for resale purposes), money damages and a change of business and marketing practices.

## **4. Why Is This Case Being Settled?**

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Counsel for both Plaintiff and Defendants have determined that there is significant risk in continuing the litigation. Among other issues, there may be substantial difficulties establishing that: (i) Defendants' packaging and/or labeling of the Blenders was inadequate, and/or (ii) that consumers of the 600-watt or 900-watt model Blenders suffered any economic injury. In particular, it may be difficult to establish that different marketing and labeling would have impacted consumers' decisions to purchase the Blenders for the price purchased. After considering the risks and costs of further litigation, the Parties have concluded that it is desirable that the Plaintiff's claims be settled and dismissed on the terms of the Settlement Agreement. Plaintiff and his counsel believe that the terms and conditions of the Settlement are fair, reasonable, adequate, and equitable, and that the Settlement is in the best interest of the Settlement Class Members.

## **5. What Can I Get In The Settlement?**

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- (a) Settlement Class Members with a Proof of Purchase or the serial number of their Blender may elect a Benefit of either (1) a cash refund of \$5 (*for a qualifying 600-watt model Blender purchase*) or

\$7 (for a qualifying 900-watt model Blender purchase); or (2) a discount code for \$10 off the purchase or a new 600-watt model Blender or \$15 off the purchase of a new 900-watt model Blender. Only one Claim per Household is eligible.

- (b) The Settlement Amount is for Valid Claims and is capped at \$10,000,000. The Settlement Administrator may make further adjustments to the Benefit depending upon the specific number of Valid Claims and information provided during the Claim process.
- (c) Going forward, the settlement will require, Defendants to add disclosures to the exterior of the 600-watt and 900-watt Blenders' packaging informing consumers that the Blenders should not be operated continuously for more than one minute or be used to blend hot or warm ingredients, and that consumers should read all warnings in the Nutribullet® Quick Start & User Guides before use.

## **6. How Do I Make A Claim?**

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To make a Claim, you must fill out the Claim Form available on this Settlement Website, [www.meistersettlement.com](http://www.meistersettlement.com). You can submit the Claim Form online, or you can print it and mail it to the Settlement Administrator at: Kroll, P.O. Box Meister v. Nutribullet PO Box 225391, New York, NY 10150-5391 Claim Forms must be submitted online or postmarked by 11:59 p.m. Central Time on June 13, 2022. Benefit Checks and vouchers will be issued only if the Court gives final approval to the proposed Settlement and after the final approval is no longer subject to appeal. Please be patient as this may take months or even years in the event of an appeal.

## **7. When Do I Get My Benefits?**

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Filing a Claim does not provide a guaranteed Benefit. A Fairness Hearing is scheduled for June 30, 2022. If the Court approves the Settlement and there are no appeals, then Benefit Checks and vouchers will be distributed approximately 60 days after the Settlement is no longer subject to appeal or review, unless otherwise ordered by the Court. If the Court does not approve the Settlement, or if the Settlement is overturned on appeal, no Benefit Checks or discount codes will be issued.

## **8. What Does Plaintiff And His Lawyers Get?**

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To date, Class Counsel has not been compensated for any of their work on this case. As part of the Settlement, Class Counsel may apply to the Court to award them an amount to be determined, but up to \$900,000 from Defendants to pay their Attorneys' Fees and Expenses.

In addition, the named Class Representative in this case may apply to the Court for a Class Service Award up to \$5,000. This payment is designed to compensate the named Class Representative for the time, effort, and risks he undertook in pursuing litigation.

Class Counsel shall file its application for a Fee Award and Class Service Award no later than fourteen (14) days prior to the hearing on final approval. A copy of that application will be available on the Settlement Website. The Court will determine the amount of Attorneys' Fees and Expenses as well as the amount of the Class Service Award. Any award of Attorneys' Fees and Expenses and Class Service Awards shall be in addition, not part of or subject to, the cap on the Settlement Amount.

## 9. **What Happens If I Do Not Opt-Out From The Settlement?**

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If you are a Class Member and you do not Opt-Out from the Settlement, you will be legally bound by all orders and judgments of the Court, and you will also be legally bound to the Releases of the Claims in the Settlement. This means that in exchange for being a Settlement Class Member and being eligible for the Benefits of the Settlement, you will not be able to sue, continue to sue, or be part of any other lawsuit against Defendants that involves the Released Claims.

**You will not be responsible for any out-of-pocket costs or attorneys' fees concerning this case if you stay in the class.**

Staying in the class also means that you agree to the following terms of the Settlement that describe exactly the legal Claims that you give up:

- (a) Upon the Effective Date and without any further action by the Court or by any Party to this Agreement, the Settlement Class Members and Plaintiff, including any Person claiming rights derivative of any Settlement Class Member or Plaintiff as their parent, child, heir, guardian, associate, co-owner, attorney, agent, administrator, executor, devisee, predecessor, successor, assignee, assigns, representative of any kind, shareholder, partner, director, employee or affiliate, shall be deemed to have, and by operation of the judgment shall have fully, finally, and forever released, relinquished, and discharged against the Released Persons all Released Claims (including, without limitation, any unknown claims), as well as any claims arising out of, relating to, or in connection with, the prosecution, defense, mediation, settlement, disposition, or resolution of the Action or the Released Claims.
- (b) Without limiting the foregoing, the Releases specifically extend to any claims that the Releasing Parties do not know or suspect to exist in their favor at the time that the Settlement, and the Releases contained herein, becomes effective. This Section constitutes a waiver of any and all provisions, rights, and benefits conferred by any law of any state of the United States, or principle of common law or otherwise, which is similar, comparable, or equivalent to section 1542 of the California Civil Code, which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

Plaintiff understands and acknowledges the significance of these waivers of California Civil Code section 1542 and any other applicable federal or state statute, case law, rule, or regulation relating to limitations on releases. In connection with such waivers and relinquishment, the Releasing Parties acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the Settlement, but that it is their intention to release fully, finally, and forever all Released Claims with respect to the Released Parties, and in furtherance of such intention, the release of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

- (c) The Parties shall be deemed to have agreed that the release set forth herein will be and may be raised as a complete defense to and will preclude any action or proceeding based on the Release Claims. The Final Approval Order shall further provide for and effect the release of all actions, causes of action, claims, administrative claims, demands, debts, damages, costs, attorneys' fees, obligations, judgments, expenses, compensation, or liabilities, in law or in equity, whether now known or unknown, suspected or unsuspected, contingent or absolute, whether existing now or arising in the future, whether asserted or that could or might have been asserted, that Releasing Parties now have or may have against the

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Released Parties by reason of any act, omission, harm, matter, cause, or event whatsoever arising out of the initiation, prosecution, or settlement of the Action or the claims and defenses asserted in, or could have been asserted in, the Action.

- (d) “Released Parties” means NutriBullet, LLC, Homeland Housewares LLC, Capital Brands, LLC, Capital Brands Distribution LLC, Capital Brands Holding Inc. and each of their respective current and former suppliers, retailers, resellers, distributors, manufacturers, sales vendors, marketers, advertisers, and salespersons, and each of their respective current or former parents, subsidiaries, affiliates, successors, assigns, officers, directors, agents, employees, employers, attorneys, accountants, financial advisors, commercial bank lenders, insurers, investment bankers, representatives, general and limited partners, and partnerships.

## 10. **How Do I Opt-Out From The Settlement?**

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You can Opt-Out from the Settlement Class if you wish to retain the right to sue Defendants separately for the Released Claims. If you Opt-Out, you cannot file a Claim or Objection to the Settlement.

To Opt-Out, you must complete the online form at the Settlement Website or mail an Opt-Out request to the Settlement Administrator at Meister v. Nutribullet PO Box 225391, New York, NY 10150-5391 with copies mailed to Class Counsel and counsel for Defendant. The Opt-Out request must be submitted online or postmarked to the Settlement Administrator by the Opt-Out Deadline set forth above.

## 11. **How Do I Object To The Settlement?**

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You can ask the Court to deny approval of the Settlement by timely filing an Objection with the Court. You cannot ask the Court to order a larger Settlement; the Court can only approve or disallow the Settlement. If the Court denies approval to the entire Settlement, no Benefit Checks or vouchers will be sent out, and the lawsuit will continue.

You can also ask the Court to disapprove the requested payments to Plaintiff and to his attorneys.

You may also appear at the Fairness Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. If you want to raise an objection to the Settlement at the Fairness Hearing, you must submit that objection in writing, by the Objection Deadline.

If you want to raise an Objection to the Settlement at the Final Approval Hearing, you must submit that Objection in writing, by the Objection Deadline set forth above. Any Objection must include: (i) a reference at the beginning to this case, *Meister v. Nutribullet et. al.* Case No. 22LA0024, Circuit Court for the 20th Judicial Circuit, Court of St. Clair, State of Illinois; (ii) the name, address, telephone number, and, if available, the email address of the Person objecting, and if represented by counsel, of his/her counsel; (iii) a written statement of all grounds for the Objection, accompanied by any legal support for such Objection; (iv) whether he/she intends to appear at the Fairness Hearing, either with or without counsel; (v) a statement of his/her membership in the Settlement Class, including all information required by the Claim Form; (vi) a detailed list of any other objections submitted by the Settlement Class Member, or his/her counsel, to any class actions submitted in any court, whether state or otherwise, in the United States in the previous five (5) years. If the Settlement Class Member or his/her counsel has not objected to any other class action settlement in any court in the United States in the previous five (5) years, he/she shall affirmatively state so in the written materials provided in connection with the Objection to this Settlement; and (vii) the Objector’s signature and the signature of the Objector’s duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation). Failure to include this information and documentation may

be grounds for overruling and rejecting your Objection. All information listed herein must be filed with the Clerk of the Court, delivered by mail, express mail, personal delivery, or electronic filing, such that the Objection is received by the Clerk on or before the Objection Deadline.

By filing an Objection, you consent to the jurisdiction of the Court, including to any order of the Court to produce documents or provide testimony prior to the Fairness Hearing. You further consent to a deposition, at the request of Class Counsel or Defendants' counsel, at least five (5) days prior to the Fairness Hearing.

If you file an Objection to the Settlement but still want to submit a Claim in the event the Court approves the Settlement, you must still timely submit a Claim Form according to the instructions described above.

You **must** also send a copy of your Objection to the Settlement Administrator, Class Counsel, and Defendants' counsel:

<u>Counsel for Class:</u>	<u>Counsel for Defendants:</u>
David C. Nelson Nelson & Nelson P.C. 420 N. High St. Belleville, IL 62220 dnelson@nelsonlawpc.com	Aaron S. Dyer Pillsbury Winthrop Shaw Pittman LLP 725 South Figueroa Street, 36th Floor Los Angeles, CA 90017-5524 aaron.dyer@pillsburylaw.com

## 12. **When Will The Court Decide If The Settlement Is Approved?**

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The Court will hold a hearing on [date] to consider whether to approve the Settlement. The hearing will be held in the Circuit Court for the 20th Judicial Circuit, Court of St. Clair, State of , Illinois, before the Honorable Judge Heinz Rudolf Courtroom 403, 4<sup>th</sup> Floor, on June 30,2022 at 8:30 a.m. The hearing is open to the public. This hearing date may change without further notice to you. Consult the Settlement Website at [www.meistersettlement.com](http://www.meistersettlement.com) or the Court docket in this case available through the Court's website <https://www.co.st-clair.il.us/>, for updated information on the hearing date and time.

## 13. **How Do I Get More Information?**

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You can inspect many of the court documents connected with this case on the Settlement Website. Other papers filed in this lawsuit are available by accessing the Court docket in this case available through the Court's website <https://www.co.st-clair.il.us/>.

You can contact the Settlement Administrator at 833-620-3607.

You can also obtain additional information by contacting Class Counsel:

David C. Nelson  
Nelson & Nelson P.C.  
420 N. High St.  
Belleville, IL 62220  
dnelson@nelsonlawpc.com

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