

**If you purchased any fitness equipment manufactured by iFIT on or before January 23, 2023, you may be entitled to benefits from a class action Settlement.**

**A federal court authorized this Notice. This is not a solicitation from a lawyer.**

A settlement has been reached in a class action lawsuit filed against iFIT Health and Fitness Inc. (“iFIT”) concerning allegations that iFIT manufactured and sold a variety of “smart” treadmills and other fitness equipment fitted with specialized touch screen consoles that provided features such as live workout streaming, interactive workouts, and more detailed workout tracking and, when iFIT pushed a mandatory software update onto these consoles (“device”), it caused, or may in the future cause, the failure of display consoles in certain iFIT products.

iFIT encourages you to connect your device to the iFIT network as soon as possible to verify that your device has the latest software. Connecting your device to the iFIT network to download updates released after January 24, 2023, is the only way to ensure that your device received or will receive the remedy to the software causing the failure of the display consoles.

**PLEASE READ THIS NOTICE CAREFULLY.** If you live within the United States or its territories, and you purchased a certain iFIT device (exercise equipment), your rights may be affected whether or not you act. You may:

<b>SUBMIT A CLAIM FORM</b>	Submitting a Claim Form is the only way to be eligible to receive any benefits under this Settlement.	<b>May 6, 2025</b>
<b>EXCLUDE YOURSELF</b>	Excluding yourself, or “opting out,” is the only option that allows you to be part of another lawsuit against iFIT about the legal claims resolved by this Settlement. If you exclude yourself from this Settlement, you will not be able to get any benefits from it.	<b>August 3, 2024</b>
<b>OBJECT</b>	Filing an objection is the only way to notify the Court that you disagree with any aspect of the Settlement. You cannot object to the Settlement unless you are a Class Member and you do not exclude yourself.	<b>August 3, 2024</b>
<b>FILE A NOTICE OF INTENTION TO APPEAR</b>	If you object to the Settlement, and you want to appear at the Fairness Hearing, you must file a Notice of Intention to Appear with the Court.	<b>October 24, 2024</b>
<b>GO TO THE HEARING</b>	The Court will hold a Fairness Hearing. You may attend the hearing, but you do not have to do so.	<b>Hearing Date: November 7, 2024</b>
<b>DO NOTHING</b>	If you are a Class Member and do not submit a Claim Form you will not receive any benefits from the Settlement. You will give up your right to be part of another lawsuit against iFIT regarding the legal claims resolved by this Settlement, and you will be bound by the Settlement and any judgment.	

If you have any questions about this Notice, the Settlement, or your eligibility to participate in the Settlement, please visit [www.iFitConsoleSettlement.com](http://www.iFitConsoleSettlement.com) or call toll-free 1-855-604-1828. You may also contact Class Counsel. Please do not contact iFIT or its legal counsel.

**Questions? Call 1-855-604-1828 or visit [www.iFitConsoleSettlement.com](http://www.iFitConsoleSettlement.com)**

## BASIC INFORMATION

### 1. Why is this Notice being provided?

A federal court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval to the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get them.

The Honorable Judge Colm F. Connolly of the United States District Court for the District of Delaware is overseeing this class action. The case is known as *Balfour et al. v. iFIT Health and Fitness, Inc.*, Case No. 1:23-cv-00067-CFC. The persons who filed this Litigation are called the “Plaintiffs” and the company sued, iFIT Health and Fitness, Inc., is called the “Defendant.”

### 2. What is this lawsuit about?

Plaintiff filed this lawsuit against iFIT alleging that iFIT manufactured and sold a variety of “smart” treadmills and other fitness equipment fitted with specialized touch screen consoles that provided features such as live workout streaming, interactive workouts, and more detailed workout tracking, and when iFIT pushed a mandatory software update onto these consoles, it caused, or may in the future cause, the failure of display consoles in certain iFIT products (the “alleged defect”). iFIT denies the allegations in the lawsuit. The Court has not decided who is right.

### 3. What is a class action?

In a class action lawsuit, one or more persons called plaintiffs sue on behalf of other persons that have similar legal claims. The people are a “Class” or “Class Members.” In this lawsuit, the people who sued are called the “Plaintiffs.” The company and people they are suing, iFIT Health and Fitness, Inc., is called the “Defendant.” One court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves (opt out) from the Class.

### 4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or the Defendant. Instead, both sides agreed to a Settlement to avoid the cost and risk of a trial. Class Members who submit a valid Claim Form will receive Settlement benefits. The Plaintiffs and Class Counsel believe the Settlement is best for the Class and represents a fair, reasonable and adequate resolution of the lawsuit.

The Defendant denies the legal claims in the lawsuit; denies all allegations of wrongdoing, fault, liability or damage to the Plaintiffs and the Class; and denies that they acted improperly or wrongfully in any way. The Defendant nevertheless recognize the expense and time that would be required to defend the lawsuit through trial and has taken this into account in agreeing to the Settlement.

## WHO IS IN THE SETTLEMENT?

To see if you are eligible for benefits, you first have to determine if you are a Class Member.

### 5. Am I part of the Settlement?

You are a Class Member if you are a person in the United States or its territories who, on or before January 23, 2023, purchased a Class Device. The complete Class Device List is available at [www.iFitConsoleSettlement.com](http://www.iFitConsoleSettlement.com).

**Questions? Call 1-855-604-1828 or visit [www.iFitConsoleSettlement.com](http://www.iFitConsoleSettlement.com)**

To easily identify this information, look for a label like the following on your machine. If you are unable to locate the label on your machine, please look at your owner’s manual for the label’s location on your exercise equipment (Class Device).



“Class Device” means any fitness equipment manufactured by iFIT or any of its past, present and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, stockholders, bondholders, subsidiaries, related companies, or affiliates (including specifically, but without limitation, iFIT, Inc. fka ICON Health & Fitness, Inc. and Free Motion Fitness, Inc.) equipped with a Royal Wolf, Argon 1, or Argon 2 tablet, which was (1) purchased on or before January 23, 2023; (2) and which a Class Member connected to the iFIT network between November 1, 2021, and January 23, 2023

Excluded from the Class are Defendant; any entity in which Defendant has a controlling interest or which has a controlling interest in Defendant; Defendant’s legal representatives, assigns and successors; and all judges who have presided over the Action and any member of the judges’ immediate families.

## 6. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Class Member, you may go to the Settlement Website at [www.iFitConsoleSettlement.com](http://www.iFitConsoleSettlement.com) or call 1-855-604-1828.

## THE SETTLEMENT BENEFITS – WHAT YOU CAN GET

### 7. What does the Settlement provide?

**Benefits Available to Class Members:** Class Members who submit a Valid Claim by the deadline are eligible for one of the following benefits:

**1 – Repair:** If you are a Class Member and you are still in possession of a Class Device that failed after November 1, 2021, due to the alleged defect but have yet to repair it or whose Class Device fails due to the alleged defect by May 6, 2025, iFIT will replace and install a replacement tablet or console at no cost to you. The replacement parts and service will be provided by iFIT, and iFIT will determine whether to replace only the tablet or the entire console (i.e., the housing in which the tablet is installed, as well as the tablet itself).

**2 – Refund:** If you are a Class Member who, on or before May 6, 2024, paid iFIT to repair a Class Device that failed due to the alleged defect, iFIT will refund any documented and verified amounts paid to iFIT to repair or replace the Class Device’s console or tablet, including all amounts paid to iFIT for diagnosis, replacement parts, and accompanying service.

**Questions? Call 1-855-604-1828 or visit [www.iFitConsoleSettlement.com](http://www.iFitConsoleSettlement.com)**

**3 – Credit:** If you are a Class Member and (i) you contacted iFIT about the alleged defect in a Class Device prior to May 6, 2024, as reflected in iFIT’s records, (ii) you did not receive a no-cost repair, and (iii) subsequently you disposed of your Class Device, iFIT will compensate you with a coupon for 20% off (up to a value of \$600) toward the purchase of fitness equipment and/or service at either of [www.nordictrack.com](http://www.nordictrack.com), [www.proform.com](http://www.proform.com), or [www.workoutwarehouse.com](http://www.workoutwarehouse.com).

In addition, if you are a Class Member who on or before May 6, 2024, (1) paid for an iFIT streaming content subscription membership and subsequently lost access to the streaming content for one or more months because the tablet on their Class Device ceased to function and (2) contacted iFIT for repairs, but iFIT failed to repair or replace the tablet at no cost within a month of such a request being made, you will be entitled to 20% off a twelve month extension of that same subscription membership.

## HOW TO GET BENEFITS FROM THE SETTLEMENT

### 8. How can I get benefits from the Settlement?

To be eligible for benefits from the Settlement, you must be a member of the Class and you must submit a valid Claim Form online at [www.iFitConsoleSettlement.com](http://www.iFitConsoleSettlement.com) by **May 6, 2025**, or sign and return by U.S. mail a valid Claim Form at the address below **postmarked** by **May 6, 2025**. A Claim Form may be obtained from the Settlement Website, or you may request a Claim Form by contacting the Class Action Settlement Administrator at [www.iFitConsoleSettlement.com](http://www.iFitConsoleSettlement.com) or 1-855-604-1828. You will not be eligible to share in the benefits of the Settlement if you file a request to be excluded from the Class, or if you do not submit a timely and valid Claim Form by the deadline.

iFIT Health and Fitness, Inc. Litigation  
P.O. Box 4239  
Portland, OR 97208-4239

### 9. When will I receive any benefits from the Settlement?

The Court will hold a hearing on **November 7, 2024** (which is subject to change), to decide whether to finally approve the Settlement. Even if the Court finally approves the Settlement, there may be appeals. The appeal process can take time, perhaps more than a year. If you file a valid Claim Form, you will not receive any benefits until any appeals are resolved. Please be patient.

### 10. What am I giving up to receive any benefits from the Settlement?

Unless you exclude yourself (“opt out”) from the Class by timely submitting a request for exclusion from the Class, you will remain in the Class. This means you cannot sue, continue to sue or be part of any other lawsuit against iFIT about the legal issues in this case. It also means that all of the Court’s orders will apply to you and legally bind you and that you will release the legal claims detailed in the Settlement Agreement. The Release is provided in the Settlement Agreement in section IX in necessary legal terminology. The Settlement Agreement is available at [www.iFitConsoleSettlement.com](http://www.iFitConsoleSettlement.com).

**Questions? Call 1-855-604-1828 or visit [www.iFitConsoleSettlement.com](http://www.iFitConsoleSettlement.com)**

# THE LAWYERS REPRESENTING YOU

## 11. Do I have lawyers in this case?

Yes, the Court has appointed lawyers from the law firms Cafferty Clobes Meriwether & Sprengel LLP and Sauder Schelkopf LLC to represent you and the other Class Members. The lawyers are called Class Counsel. They are experienced in handling class action cases. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense, but you do not need to.

You may contact Class Counsel if you have any questions about this Notice or the Settlement. ***Please do not contact the Court.***

Daniel O. Herrera Alex Lee Cafferty Clobes Meriwether & Sprengel LLP 150 S. Wacker Dr., Suite 3000 Chicago, IL 60606	Joseph G. Sauder Joseph B. Kenney Sauder Schelkopf LLC 1109 Lancaster Avenue Berwyn, PA 19312
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## 12. How will the lawyers be paid?

Class Counsel will request Attorneys' Fees & Expenses in the amount of \$975,000 to be paid by iFIT separately. In addition, Class Counsel intends to request Court approval of a Service Award to each Plaintiff (Scott Balfour, Don Lee, Kuldeep Singh, Matthew Templon, and Shelia Voorheis) in the amount of \$3,000 to compensate Plaintiffs for their efforts in pursuing this lawsuit.

## YOUR RIGHTS – EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue iFIT 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 called “excluding yourself”—or is sometimes referred to as “opting out” of the Class.

## 13. How do I exclude myself from the Class?

To exclude yourself from the Settlement, you must send a written request for exclusion stating: “I want to be excluded from the Class in *Balfour et al. v. iFIT Health and Fitness, Inc.*, Case No. 1:23-cv-00067-CFC.”

Your request for exclusion must also include the following:

- Your full name, current address, telephone number;
- A clear written statement of your desire to be excluded from the Class; and
- Your personal signature.

Your request for exclusion must be mailed via U.S. Mail, **postmarked by August 3, 2024**, to:

Balfour et al. v. iFIT Settlement  
Exclusions  
P.O. Box 4239  
Portland, OR 97208-4239

**Questions? Call 1-855-604-1828 or visit [www.iFitConsoleSettlement.com](http://www.iFitConsoleSettlement.com)**

“Mass” or “class” requests for exclusion 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 individual Class Member will not be allowed per the Settlement Agreement.

#### **14. If I exclude myself, can I get anything from this Settlement?**

If you choose to exclude yourself from the Settlement, you are telling the Court that you do not want to be part of the Class in this Settlement and you will not be bound by any judgment in this case.

You can only get benefits from the Settlement if you stay in the Class and submit a valid Claim Form for the benefits as described above.

If you choose to exclude yourself from the Settlement, you are not giving up the right to sue iFIT for the legal claims this Settlement resolves and releases. You must exclude yourself from the Class to start or continue with your own lawsuit about the legal claims involved in this Settlement.

### **YOUR RIGHTS – OBJECTING TO THE SETTLEMENT**

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

#### **15. How do I object to the Settlement?**

Any Class Member who does not submit a request for exclusion from the Class may object to the proposed Settlement, or Class Counsel’s Attorneys’ Fees and Expenses, or the Service Awards.

Your objection must contain the following:

- Your full name, current address, telephone number, and email address;
- The model number of your Class Device;
- Proof of Purchase of your Class Device;
- A clear and detailed written statement of the specific legal and factual bases for each and every objection, accompanied by any legal support for the objection you believe is applicable;
- The identity of any lawyer representing you as an objector;
- A statement indicating whether you intend to appear at the Fairness Hearing and, either in person or through counsel, and, if through counsel, identifying counsel;
- A list of all persons who will be called to testify at the Final Approval Hearing in support of the objections and any documents to be presented or considered;
- Your signature as the objector and the signature of your duly authorized lawyer or other duly authorized representative (if any); and
- A detailed list of any other objections submitted by you as an objector or your lawyer, to any class action settlement submitted in any court, whether state, federal, or otherwise, in the United States in the previous five years. If you or your lawyer have not made any such prior objection, you must affirmatively state this in the written materials provided with your objection.

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 prevented from making any objection to the Settlement (whether by appeal, or otherwise).

You must file your written objection with the Court by **August 3, 2024**, to the following address:

Office of the Clerk  
United States District Court  
844 North King St. Unit 18  
Wilmington, DE 19801-3570

**Questions? Call 1-855-604-1828 or visit [www.iFitConsoleSettlement.com](http://www.iFitConsoleSettlement.com)**

You must also deliver or mail your written objection to Class Counsel and iFIT’s Counsel by **August 3, 2024** at the following addresses:

<p><b><u>Class Counsel</u></b> Daniel O. Herrera Alex Lee Cafferty Clobes Meriwether &amp; Sprengel LLP 150 S. Wacker Dr., Suite 3000 Chicago, IL 60606</p>	<p><b><u>Class Counsel</u></b> Joseph G. Sauder Joseph B. Kenney Sauder Schelkopf LLC 1109 Lancaster Avenue Berwyn, PA 19312</p>	<p><b><u>iFIT’s Counsel</u></b> Terry E. Welch, Robert S. Clark &amp; Bryan S. Johansen Parr Brown Gee &amp; Loveless LLP 101 South 200 East, Suite 700 Salt Lake City, Utah 84111</p>
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If you file a written objection, you do not have to appear at the Fairness Hearing. If you or your lawyer intend to appear at the Fairness Hearing, you must deliver or mail a Notice of Intention to Appear to Class Counsel and iFIT’s Counsel, and file the Notice of Intention to Appear with the Court by **October 24, 2024**.

**16. What is the difference between objecting and asking to be excluded?**

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class (*i.e.*, do not exclude yourself). Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you cannot object because the Settlement no longer affects you.

**YOUR RIGHTS – APPEARING AT THE FAIRNESS HEARING**

The Court will hold a “Fairness Hearing” to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to.

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

The Court will hold a hearing to decide whether to approve the Settlement. You may attend this hearing and you or your lawyer may speak at the hearing if you filed an objection, but you or your lawyer do not have to do so. If you filed an objection and wish to speak at this hearing, you must file a Notice of Intent to Appear, as described in Question 19. The Court will hold the Fairness hearing at **2:00 pm on November 7, 2024**, at the United States District Court, 844 North King St. Unit 18, Wilmington, DE 19801-3570.

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 consider them. If you submit a timely objection, and a notice of intention to appear, the Court will also listen to you or your lawyer speak at the hearing, if you so request.

At the Fairness Hearing the Court will determine:

- whether to approve the proposed Settlement as fair, reasonable, and adequate;
- whether to dismiss the lawsuit with prejudice as set forth in the Settlement Agreement;
- whether to approve Class Counsel’s request for an award of Attorneys’ Fees and Expenses;
- whether to approve Service Awards; and
- any other relief the Court deems necessary to effectuate the terms of the Settlement.

This Notice does not express the Court’s opinion concerning the merits of any claim in this lawsuit, and the Court still must decide whether to approve the Settlement. If the Court approves the Settlement, benefits of the Settlement will be provided to Class Members who submit a valid Claim Form after any appeals are resolved and after completion of all claims processing. The claims

**Questions? Call 1-855-604-1828 or visit [www.iFitConsoleSettlement.com](http://www.iFitConsoleSettlement.com)**

processing could take substantial time to complete fully and fairly because there are over 3.7 million Class Members. Please be patient. The Settlement Website, [www.iFitConsoleSettlement.com](http://www.iFitConsoleSettlement.com), will be updated on a regular basis to provide Class Members with updated information.

If you are a member of the Class, you are subject to the Settlement unless you take the steps described in this Notice to exclude yourself.

### **18. Am I required to attend the Fairness Hearing?**

You are welcome to attend the Fairness Hearing, but you are not required to do so. If you send an objection, you may, but are not required to, come to the Court at the Fairness Hearing. You may also pay your own lawyer to attend or discuss your objection, but that is not necessary.

### **19. May I speak at the Fairness Hearing if I don't like the Settlement?**

If you timely file an objection, you may ask the Court to permit you to speak at the Fairness Hearing. To do so, in addition to timely filing an objection, you must file a written request with the Court saying that it is your "Notice of Intention to Appear at the Fairness Hearing in *Balfour et al. v. iFIT Health and Fitness, Inc.*, Case No. 1:23-cv-00067-CFC." If you plan to have your own lawyer speak for you at the hearing, you must also include the name, address, and telephone number of the lawyer who will appear in the Notice of Intention to Appear. Your written request must be sent to the Clerk of Court, Class Counsel, the Class Action Settlement Administrator, and iFIT's Counsel at their addresses listed below. You may not be permitted to speak at the hearing if your Notice of Intent to Appear is late. Your Notice of Intention to Appear must be mailed so that it is **received no later than October 24, 2024**.

#### **Class Action Settlement Administrator**

Balfour et al. v. iFIT Settlement  
P.O. Box 4239  
Portland, OR 97208-4239

#### **Class Counsel**

Daniel O. Herrera  
Alex Lee  
Cafferty Clobes Meriwether & Sprengel LLP  
150 S. Wacker Dr., Suite 3000  
Chicago, IL 60606

Joseph G. Sauder  
Joseph B. Kenney  
Sauder Schelkopf LLC  
1109 Lancaster Avenue  
Berwyn, PA 19312

#### **Court**

Office of the Clerk  
United States District Court  
844 North King St. Unit 18  
Wilmington, DE 19801-3570

#### **iFIT's Counsel**

Terry E. Welch, Robert S. Clark  
& Bryan S. Johansen  
Parr Brown Gee & Loveless LLP  
101 South 200 East, Suite 700  
Salt Lake City, Utah 84111

### **20. How do I get more information about the Settlement?**

This Notice summarizes the Settlement. More details are in the Settlement Agreement, which is available on the Settlement Website at [www.iFitConsoleSettlement.com](http://www.iFitConsoleSettlement.com). The Settlement Agreement is also filed with the Court. You may examine the Court's file in the Clerk's Office at the United States District Court for the District of Delaware, 844 North King St. Unit 18, Wilmington, DE 19801-3570 for more complete information about the details of the lawsuit and the proposed Settlement. Relevant case filings will be added to the Settlement Website as Settlement proceedings continue.

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