

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

SCOTT BALFOUR, DON LEE, KULDEEP  
SINGH, MATTHEW TEMPLON, and  
SHELIA VOORHEIS, individually and on  
behalf of all others similarly situated,

Plaintiffs,

v.

iFIT HEALTH AND FITNESS, INC., a  
Delaware Corporation,

Defendants.

1:23-CV-00067-UNA

Hon. Colm F. Connolly

**SETTLEMENT AGREEMENT**

**TABLE OF CONTENTS**

<b><u>Section</u></b>	<b><u>Page</u></b>
Settlement Agreement and Release .....	1
I. Recitals.....	1
II. Definitions.....	3
III. Certification of Settlement Class .....	10
IV. Settlement Relief.....	10
V. Notice to the Class .....	14
VI. Requests for Exclusion .....	17
VII. Objections to Settlement.....	19
VIII. Attorneys’ Fees and Expenses and Plaintiffs’ Service Awards.....	20
IX. Release .....	21
X. Preliminary Approval Order, Final Order, Final Judgment and Related Orders .....	26
XI. Modification or Termination of This Agreement .....	28
XII. General Matters and Reservations .....	30

**TABLE OF EXHIBITS**

<b><u>Document</u></b>	<b><u>Exhibit No</u></b>
Claim Forms	Ex. 1
List of Applicable Model Numbers	Ex. 2
Email Notice for the Refund Remedy	Ex. 3
Email Notice for the Repair Remedy	Ex. 4
Mailed Notice for the Refund Remedy	Ex. 5
Mailed Notice for the Repair Remedy	Ex. 6
Long Form Notice	Ex. 7
Proposed Preliminary Approval Order	Ex. 8

## SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (“Agreement”) is entered into between and among (1) Scott Balfour, Don Lee, Kuldeep Singh, Matthew Templon, and Shelia Voorheis (collectively, “Plaintiffs”) on behalf of themselves and as representatives of the Class defined below, and (2) Defendant iFIT Health and Fitness Inc. (“iFIT”) (all parties collectively referred to as the “Parties”). This Agreement provides for and effects a full and final settlement and, upon final approval by the court, will result in the dismissal with prejudice of all claims asserted by Plaintiffs against Defendant in the litigation known as *Balfour, et al. v. iFIT Health and Fitness*, Case No. 1:23-cv-00067 (D. Del.), on the terms set forth below and to the full extent reflected herein. Capitalized terms shall have the meaning ascribed to them in Section II of this Agreement.

### I. RECITALS

**WHEREAS**, on January 20, 2023, Plaintiffs filed a class action complaint against Defendant in the U.S. District Court for the District of Delaware in an action styled *Balfour, et al. v. iFIT Health and Fitness*. Plaintiffs allege, *inter alia*, 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. Plaintiffs further allege that iFIT pushed a mandatory software update onto these consoles that caused them to cease to function (the “Defect”), and that iFIT refused, or was unable to, permanently cure the Defect at no cost pursuant to its warranty obligations. Plaintiffs assert claims for (1) Breach of Express and Implied Warranties, (2) Negligent Misrepresentation, (3) Fraudulent Concealment, (4) Unjust Enrichment, and (5) Violation of the consumer protection/consumer fraud statutes of several states.

**WHEREAS**, on February 24, 2023, Plaintiffs and Defendant filed a joint stipulation to stay the case pending settlement discussions and the exchange of discovery.

**WHEREAS**, as a result of extensive arm's length negotiations, including an in-person mediation on June 20, 2023 conducted by the Honorable Layn R. Phillips (Ret.) of Phillips ADR Enterprises (PADRE), Plaintiffs, Class Counsel and Defendant have entered into this Agreement;

**WHEREAS**, Class Counsel have conducted substantial discovery, have investigated the facts and underlying events relating to the subject matter of the claims, have carefully analyzed the applicable legal principles and have concluded, based upon their investigation, and taking into account the risks, uncertainties, burdens and costs of further prosecution of their claims and taking into account the substantial benefits to be received pursuant to this Agreement as set forth below, which, in the view of the Plaintiffs and Class Counsel, is designed for the purpose of putting to rest all controversies with iFIT that were or could have been alleged or brought and that a resolution and compromise on the terms set forth herein is fair, reasonable, adequate and in the best interests of the Plaintiffs and the Class;

**WHEREAS**, iFIT denies and continues to deny each and every allegation of liability, wrongdoing and damages and further denies that the Action may be properly maintained as a class action except for settlement purposes. Nonetheless, without admitting or conceding any liability or damages whatsoever and without admitting wrongdoing or conceding the appropriateness of class treatment for claims asserted in any future complaint, iFIT has agreed to settle the Action on the terms and conditions set forth in this Agreement solely to avoid the substantial expense, inconvenience, burden and disruption of continued litigation;

**WHEREAS**, Class Counsel represent and warrant that they are fully authorized to enter into this Agreement on behalf of Plaintiffs; and

**WHEREAS**, it is agreed that this Agreement shall not be deemed or construed to be an admission, concession or evidence of any violation of any federal, state or local statute, regulation, rule or other law or principle of common law or equity or of any liability or wrongdoing whatsoever by iFIT or any of the Released Parties or of the truth or validity of any of the claims that Plaintiffs have asserted.

**NOW, THEREFORE**, without any admission or concession by Plaintiffs or Class Counsel of any lack of merit to their allegations or claims and without any admission or concession by iFIT of any liability or wrongdoing or lack of merit in its defenses on the merits or to the propriety of class treatment of Plaintiffs' claims in a non-settlement context, in consideration of the mutual covenants and terms contained herein and subject to the final approval of the Court, Plaintiffs, Class Counsel, and iFIT agree as follows:

## **II. DEFINITIONS**

A. As used in and solely for the purposes of this Agreement and the attached exhibits (which are an integral part of this Agreement and are incorporated in their entirety by reference), the following terms have the following meanings:

1. "Action" means *Balfour, et al. v. iFIT Health and Fitness*, Case No. 1:23-cv-00067 (D. De.) pending before the Honorable Colm F. Connolly.
2. "Agreement" means this Settlement Agreement and Release as well as the exhibits attached hereto or incorporated herein, including any subsequent amendments and any exhibits to such amendments.
3. "Attorneys' Fees and Expenses" means any and all attorneys' fees, costs, and expenses that may be awarded by the Court for work performed in the Action for the benefit of the Class, as described in Section VIII of this Agreement.

4. “Claim” means a claim for compensation via the submission of a Claim Form as provided for under Section IV of this Agreement.
5. “Claim Deadline” means one year from the Notice Date.
6. “Claim Forms” means the forms approved by the Court that Class Members must complete and submit on or before the Claim Deadline to be eligible for the benefits described herein, which shall be substantially in the form of Exhibit 1 hereto.
7. “Claims Period” means the time period during which Class Members may submit Claim Forms in accordance with the Claims Process. The Claims Period shall begin on the Notice Date and end on the Claim Deadline.
8. “Claims Process” means the process described in this Agreement and further agreed to by the Parties and the Class Action Settlement Administrator.
9. “Class” means, for settlement purposes only:  
  
All persons in the United States or its territories who, on or before January 23, 2023, purchased a Class Device. 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.
10. “Class Action Settlement Administrator” means the third-party agent or administrator agreed to by the Parties and appointed by the Court to implement the notice and other settlement requirements of this Agreement. The Parties agree that Epiq Global shall serve as Class Action Settlement Administrator, subject to approval by the Court.
11. “Class Counsel” means Cafferty Clobes Meriwether and Sprengel LLP and Sauder Schelkopf LLC.
12. “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. A full list of applicable model numbers is attached as Exhibit 2.

13. “Class Member” means a member of the Class who does not submit a timely and valid opt out request.

14. “Court” means the United States District Court for the District of Delaware.

15. “Defect” means a documented failure of the tablet installed in Class Devices due to the alleged corruption of the flash memory chip equipped therein, and which manifests as one of the failure modes described in Section IV of this Agreement.

16. “Defendant” means iFIT Health & Fitness Inc.

17. “Email Notice for the Refund Remedy” means direct notice delivered via email, as described in Section V of this Agreement, to Class Members eligible for the Refund Remedy as that remedy is described in Section IV of this Agreement. Email Notice for the Refund Remedy will be in substantially the same form as Exhibit 3.

18. “Email Notice for the Repair Remedy” means direct notice delivered via email, as described in Section V of this Agreement, to Class Members eligible for the Repair Remedy as that remedy is described in Section IV of this Agreement. Email Notice for the Refund Remedy will be in substantially the same form as Exhibit 4.



19. “Fairness Hearing” means the hearing conducted by the Court to determine whether to approve this Agreement as fair, reasonable, and adequate.

20. “Final Approval” means the date on which the Court enters the Final Order.

21. “Final Effective Date” means the date on which the Final Order and/or Final Judgment approving this Agreement becomes final. For purposes of this Agreement the Final Effective Date will be:

a. The date on which the time to appeal therefrom has expired, if no appeal has been taken from the Final Order and/or Final Judgment; or

b. The date on which all appeals therefrom, including petitions for rehearing or re-argument, petitions for rehearing *en banc* and petitions for *certiorari* or any other form of review, have been finally disposed of in a manner that affirms the Final Order or Final Judgment, if any appeal has been taken from the Final Order and/or Final Judgment; or

c. Any other date agreed to in writing by Class Counsel and iFIT’s Counsel.

22. “Final Judgment” means the Court’s final judgment as described in Section X of this Agreement.

23. “Final Order” means the Court’s Order approving the Settlement and this Agreement, as described in Section X of this Agreement.

24. “iFIT” means iFIT Health and Fitness Inc.

25. “iFIT’s Counsel” means Terry E. Welch, Bryan S. Johansen, and Andrew V. Collins of Parr Brown Gee & Loveless LLP.

26. “Mailed Notice for the Refund Remedy” means the mailed notice program, as described in Section V of this agreement, for Class Members eligible for the Refund Remedy, as that remedy is described in Section IV of this Agreement. The Mailed Notice for the Refund Remedy will be in substantially the same form as Exhibit 5.

27. “Mailed Notice for the Repair Remedy” means the mailed notice program, as described in Section V of this agreement, for Class Members eligible for the Repair Remedy, as that remedy is described in Section IV of this Agreement. The Mailed Notice for the Repair Remedy will be in substantially the same form as Exhibit 6.

28. “Long Form Notice” means the comprehensive and court-approved notice that provides information about the settlement, including the remedies and relief available therein, and advises Class Members about their rights, including the right to object. The Long Form Notice shall be published on the Settlement Website. The Long Form Notice will be in substantially the same form as Exhibit 7.

29. “Notice” means the notice program consisting of Email Notice, Mailed Notice, and (if applicable) Publication Notice as described in Section V of this Agreement.

30. “Notice And Administrative Costs” means the reasonable and authorized costs and expenses of effecting notice in accordance with this Agreement and the Preliminary Approval Order and all reasonable and authorized costs and expenses incurred by the Class Action Settlement Administrator in administering the Agreement, including but not limited to costs and expenses associated with assisting Class Members, processing claims, and other reasonable and authorized fees and expenses incurred by the Class Action Settlement Administrator.

31. “Notice Date” means the date thirty (30) days following entry of the Preliminary Approval Order by which the Class Action Settlement Administrator must effect the Notice provided for in Section V of this Agreement and create and activate the Settlement Website provided for in Section V of this Agreement.

32. “Objection Deadline” means the date by which objections to this Agreement must be submitted, which shall be one-hundred-and-twenty (120) days after the Notice Date.

33. “Opt-Out” means member of the Class who properly and timely submits a request for exclusion from the Class as set forth in Section VI of this Agreement.

34. “Opt-Out Deadline” means the date by which Opt-Out Requests must be submitted, which shall be one hundred and twenty (120) days after the Notice Date.

35. “Opt-Out List” means the list compiled by the Class Action Settlement Administrator pursuant to Section VI of this Agreement identifying those members of the Class who properly and timely submit a request for exclusion from the Class.

36. “Parties” means Plaintiffs and iFIT, as each of those terms is defined in this Agreement.

37. “Plaintiffs” means Scott Balfour, Don Lee, Kuldeep Singh, Matthew Templon, and Shelia Voorheis.

38. “Preliminary Approval Order” means the Order to be entered by the Court preliminarily approving the Settlement as outlined in Section X of this Agreement and in substantially the same form as Exhibit 8 hereto.

39. “Publication Notice” means the Court approved publication notice program described in Section V of this Agreement. The Publication Notice will, if necessary

under the terms of this Agreement, be created by the Class Action Settlement Administrator for appropriate publications in consultation with Class Counsel and Defendants' Counsel and submitted to the Court for approval.

40. "Release" means the release and waiver set forth in Section IX of this Agreement and in the Final Order and Final Judgment.

41. "Released Parties" or "Released Party" means iFIT, iFIT Inc., NordicTrack, Inc., Free Motion Fitness, Inc., any manufacturer of a Class Device, and each of their 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, affiliates, officers, directors, employees, associates, dealers, representatives, suppliers, vendors, advertisers, service providers, distributors and sub-distributors, agents, insurers, attorneys, administrators and advisors. The Parties expressly acknowledge that each of the foregoing is included as a Released Party even though not identified by name herein.

42. "Service Awards" means such funds as may be awarded by the Court to Plaintiffs to compensate them for their participation in the Action, as described in Section VIII of this Agreement.

43. "Settlement" means this Settlement Agreement, including all exhibits.

B. Other capitalized terms used in this Agreement but not defined in this Section shall have the meanings ascribed to them elsewhere in this Agreement.

C. All terms defined in this Agreement have the definition asserted herein solely for the purposes of this Agreement.

D. The terms "he or she" and "his or her" include "it" or "its" where applicable.

E. The plural of any defined term includes the singular, and the singular of any defined term includes the plural, as the case may be.

### **III. CERTIFICATION OF SETTLEMENT CLASS**

A. The Parties stipulate to certification, for settlement purposes only, of a Class defined as follows:

All persons in the United States or its territories who, on or before January 23, 2023, purchased a Class Device. 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.

B. Solely for the purpose of implementing this Agreement and effectuating the Settlement, iFIT stipulates to the Court entering an Order preliminarily certifying the Class, appointing Plaintiffs as representatives of the Class, and appointing Class Counsel as counsel for the Class.

C. Solely for the purpose of implementing this Agreement and effectuating the Settlement, iFIT stipulates that Plaintiffs and Class Counsel meet the requirements of Federal Rules of Civil Procedure 23(a) and 23(b)(3).

### **IV. SETTLEMENT RELIEF**

A. Subject to the terms of this Agreement, Class Members will be eligible for the remedies described herein if they satisfy both of the following criteria:

1. The tablet equipped in a Class Member's Class Device failed due to the Defect, as evidenced by the tablet manifesting any one of the following symptoms when the Class Device is plugged in and powered on:

a. Permanently stuck on a white screen displaying the iFIT name and Logo bootloader screen;

- b. Permanently stuck on a black screen displaying the text "API: 3";
  - c. Permanently stuck on the Android Halo screen;
  - d. Permanently stuck on a black screen with only the Bluetooth light turned on;
  - e. Displays the text "iFit>", continuously reboots, and only displays the flashing text "iFit>";
  - f. Permanently stuck on a screen displaying only "iFit>";
  - g. Permanently stuck on a screen displaying only a chevron (">");
  - h. Permanently stuck on a screen displaying only a flashing chevron (">"); or
  - i. Permanently stuck displaying a blank white screen.
2. The failure occurred after November 1, 2021, or within one (1) year from the Notice Date.

B. Depending on the current condition of their Class Device, Class Members shall be entitled to one—and only one—of the following three remedies for each Class Device they own or owned that satisfy the above-referenced criteria:

**Option 1 – Repair Remedy:** With respect to Class Members who are still in possession of a Class Device that failed due to the Defect but have yet to repair it or whose Class Device fails due to the Defect within one (1) year of the Notice Date, iFIT shall replace and install a replacement tablet or console at no cost. The replacement parts and service will be provided by iFIT, and iFIT shall have sole discretion to 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). For

the avoidance of doubt, the Agreement requires iFIT to provide and install one of these two options.

**Option 2 – Refund Remedy:** With respect to Class Members who, on or before the Notice Date, paid iFIT to repair a Class Device that failed due to the Defect, iFIT shall refund any documented and verified amounts paid to iFIT to repair or replace the Device’s console or tablet, including all amounts paid to iFIT for diagnosis, replacement parts, and accompanying service.

**Option 3 – Credit Remedy:** With respect to Class Members who previously (i) contacted iFIT about the Defect in a Class Device prior to the Notice Date, as reflected in iFIT’s records, (ii) did not receive a no-cost repair, and (iii) subsequently disposed of their Class Device, iFIT will compensate each such Class Member 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), at the Class Member’s election.

C. In addition to Options 1 through 3 above, any Class Member who on or before the Notice Date (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, shall be entitled to 20% off a twelve month extension of that same subscription membership. Notwithstanding the foregoing, nothing in this Agreement prohibits iFIT from implementing or continuing to implement any additional customer satisfaction or goodwill policy, program, or procedure at their discretion, and may extend goodwill consideration to individual Class Members on a case-by-case basis. No

such goodwill decision by iFIT, however, shall act to deprive a Class Member of the benefits available under the Settlement.

D. In order to participate in the relief to which they may be entitled pursuant to this Settlement, Class Members must timely submit to the Class Action Settlement Administrator by the Claim Deadline a valid Claim Form and any proof required to substantiate their claim, as set forth in the Claim Form.

E. The Class Action Settlement Administrator, in consultation with, and with the agreement of, iFIT's Counsel and Class Counsel shall be responsible for, without limitation:

1. Establishing a process through which Class Members may obtain and submit Claim Forms and submit Claims for relief pursuant to this Section;
2. Receiving and maintaining any correspondence from members of the Class regarding Claims for relief under this Section;
3. Forwarding all completed Claim Forms to iFIT and Class Counsel upon request; and
4. Performing any and all duties and tasks required to administer the process of receiving and processing all Claims made by any Class Member pursuant to this Agreement.

F. If a Class Member contacts iFIT during the Claims Period regarding a Class Device that allegedly failed due to the Defect, iFIT shall direct any such Class Member to participate in the Claims Process and shall not compensate any such Class Member except through the Claims Process.

G. Either Party shall have the right to challenge any potential errors made by the Class Action Settlement Administrator in the processing, handling, reviewing, approving, and



paying of claims. Any such challenge that the Parties cannot resolve among each other shall be submitted to the Court for resolution.

H. If the Class Action Settlement Administrator suspects fraud or misleading conduct with respect to any Claim, the Class Action Settlement Administrator will immediately bring the Claim to the attention of Class Counsel and Counsel for iFIT, who shall meet and confer with the Class Action Settlement Administrator concerning the claim, and who reserve the right to bring the Claim to the attention of the Court and/or the appropriate authorities.

#### V. NOTICE TO THE CLASS

A. Notice and Administrative Costs shall be paid by iFIT separate and apart from any relief made available to Class Members.

B. Solely for the purpose of implementing this Agreement and effectuating the Settlement, the Parties stipulate that they will request the Court to appoint Epiq Global as Class Action Settlement Administrator. Once approved by the Court, the Class Action Settlement Administrator will be an agent of the Court and will be subject to the Court's supervision and direction as circumstances may require. The Class Action Settlement Administrator shall use its best efforts to provide notice to the Class as described in this Agreement, the Preliminary Approval Order, and as may be ordered by the Court.

C. The Class Action Settlement Administrator shall send to each appropriate State and Federal official the materials specified in 28 U.S.C. § 1715 and otherwise comply with its terms.

D. **Components of Notice.** Notice shall be accomplished through a combination of notice delivered directly to Class Members as follows: Email Notice and Mailed Notice, as described below. If the Email Notice and the Mailed Notice do not reach a sufficient proportion of the Class, then the Settlement Administrator shall effect Court approved Publication Notice as

described below. The Notice as specified in the Preliminary Approval Order and this Agreement shall comply with all applicable laws, including but not limited to, Fed. R. Civ. P. 23, the Due Process Clause of the United States Constitution, and any other applicable statute, law or rule.

1. **Email Notice.** On or before the Notice Date, the Class Action Settlement Administrator shall commence sending Email Notices, to all Class Members for whom iFIT is able to locate a valid email address in its records. This Email Notice will take one of two forms, depending on the type of remedy the individual Class Member is eligible for. The Class Action Settlement Administrator shall determine the remedy each Class Member is eligible for based on their review of iFIT's records.

a. **Email Notice for the Refund Remedy.** This Email Notice shall be sent to Class Members who are eligible for the Refund Remedy as this remedy is described in Section IV. The Email Notice for the Refund Remedy shall be substantially in the form attached as Exhibit 3.

b. **Email Notice for the Repair Remedy.** This Email Notice shall be sent to Class Members who are eligible for the Repair Remedy as this remedy is described in Section IV. The Email Notice for the Repair Remedy shall be substantially in the form attached as Exhibit 4.

2. **Mailed Notice.** For Class Members whose email address is unknown to iFIT or whose Email Notice was returned as undeliverable but for whom a physical address is available in iFIT's records, the Class Action Settlement Administrator shall send Mailed Notice via postcard, by U.S. Mail, proper postage prepaid. In addition, the Class Action Settlement

Administrator shall: (1) re-mail any notices returned by the United States Postal Service with a forwarding address and (2) by itself or using one or more address research firms, as soon as practicable following receipt of any returned notices that do not include a forwarding address, research such returned mail for better addresses, and promptly mail copies of the applicable notice to any better addresses so found. The postcards will take one of two forms, depending on the type of remedy the individual Class Member is eligible for. The Class Action Settlement Administrator shall determine the remedy each Class Member is eligible for based on their review of iFIT's records.

a. **Mailed Notice for the Refund Remedy.** This postcard shall be sent to Class Members who are eligible for the Refund Remedy as this remedy is described in Section IV. The Email Notice for the Refund Remedy shall be substantially in the form attached as Exhibit 5.

b. **Mailed Notice for the Repair Remedy.** This postcard shall be sent to Class Members who are eligible for the Repair Remedy as this remedy is described in section IV. The Email Notice for the Repair Remedy shall be substantially in the form attached as Exhibit 6.

3. **Settlement Website.** Prior to sending Notice, the Class Action Settlement Administrator shall establish a Settlement Website that will inform Class Members of the terms of this Agreement, their rights, dates and deadlines, and other related information. The Settlement Website shall include, in .pdf format, materials agreed upon by the Parties and/or

required by the Court, including the Long Form Notice, which shall be in substantially the same form as Exhibit 7.

4. **Toll-Free Telephone Number.** Prior to sending the first Mailed Notice, the Class Action Settlement Administrator shall establish a toll-free telephone number that will provide Settlement-related information to members of the Class.

5. **Publication Notice.** Based on the expertise, experience, and informed opinion of the Class Action Settlement Administrator, the Parties agree the deliverability of Email Notice and Mailed Notice efforts will be monitored, and if needed, a cost-effective method of providing Publication Notice (media notice) will also be implemented. These notice efforts constitute the best notice practicable under the circumstances and satisfy due process.

E. The Class Action Settlement Administrator may make appropriate modifications to the Notice described in this Section and the Exhibits to this Agreement that have been approved by iFIT, Class Counsel, and the Court, and are consistent with Due Process and the terms of this Section. The Settlement Administrator may request the assistance of the Parties to facilitate Notice to Class Members and to accomplish such other purposes as may be approved by iFIT's Counsel and Class Counsel. The Parties shall reasonably cooperate with such requests.

## VI. REQUESTS FOR EXCLUSION

A. Any Class Member who wishes to be excluded from the Class must mail a written request for exclusion to the Class Action Settlement Administrator at the address provided in the Notice and the Settlement Website, postmarked no later than the Opt-Out Deadline specifying that they wish to be excluded from the Settlement and otherwise complying with the terms stated in the Preliminary Approval Order. A request for exclusion must include (i) the full name and current address and telephone number of the Class Member and (ii) a clear written statement of

their desire to be excluded from the Class signed by the person submitting the request for exclusion.

B. The Class Action Settlement Administrator shall forward copies of any written requests for exclusion to Class Counsel and iFIT's Counsel. A list reflecting all requests for exclusion shall be filed with the Court no later than thirty (30) days after the Opt-Out Deadline.

C. If a potential Class Member files a request for exclusion, he or she may not file an objection under Section VII of this Agreement.

D. A member of the Class 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 individual class member, shall not be allowed.

E. Any member of the Class who does not file a timely written request for exclusion as provided in this Section shall be bound by all subsequent proceedings, orders and judgments, including, but not limited to, the Release, Final Order, and Final Judgment in the Action, even if he, she or it has litigation pending or subsequently initiates litigation against iFIT relating to the claims and transactions released in the Action. iFIT's Counsel shall provide to the Class Action Settlement Administrator, within ten (10) days of the entry of the Preliminary Approval Order, a list of all counsel for anyone who has then-pending litigation against iFIT relating to Class Devices and/or otherwise covered by the Release. However, for the avoidance of doubt, the Parties hereby state and confirm that they do not intend to release claims raised in the action styled *Pagano et al v. NordicTrack Inc et al.*, Case No. 1:23-cv-00058 (D. Utah), which claims are unrelated to the Defect, or claims for personal injury or property damage not relating to the

Defect. If, however, *Pagano's* putative class includes Class Members with claims related to the Defect, those claims—and only those claims—are deemed released on the terms set forth herein.

## VII. OBJECTIONS TO SETTLEMENT

A. Any Class Member who has not filed a timely written request for exclusion and who wishes to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement, the award of Attorneys' Fees and Expenses, or the Service Awards to Plaintiffs must deliver or mail to Class Counsel and to iFIT's Counsel and file with the Court by the Objection Deadline a written statement of their objections.

B. An objection must include (i) the full name and current address and telephone number of the Class Member; (ii) the model number of their Class Device; (iii) proof of purchase of their Class Device; (iv) 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 the objector believes applicable; (v) the identity of any counsel representing the objector; (vi) a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying that counsel; (vii) 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; (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (if any), and (ix) the objector's email address. In addition, any Class Member objecting to the settlement shall provide a detailed list of any other objections submitted by the objector, or the objector's counsel, to any class action settlements submitted in any court, whether state, federal, or otherwise, in the United States in the previous five years. If the Class Member or his or her counsel has not made any such prior objection, the Class Member shall affirmatively so state in the written materials provided with the objection.

C. Any Class Member who files and serves a written objection, as described in the preceding Paragraph, may appear at the Fairness Hearing, either in person or through personal counsel hired at the Class Member's expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement, or to the award of Attorneys' Fees and Expenses or the Service Awards to Plaintiffs. Class Members or their attorneys who intend to make an appearance at the Fairness Hearing must deliver or mail a notice of intention to appear to Class Counsel and iFIT's Counsel, and file said notice with the Court, on a date ordered by the Court (which shall be at least fourteen (14) days before the Fairness Hearing).

D. Any Class Member who fails to comply with the provisions of Paragraphs VII.A through VII.C above shall waive and forfeit any and all rights he or she may have to appear separately and/or to object, and shall be bound by all the terms of this Agreement and by all proceedings, orders and judgments, including, but not limited to, the Release, the Final Order, and the Final Judgment in the Action. The exclusive means for any challenge to this Settlement shall be through the provisions of this Section. Without limiting the foregoing, any challenge to the Settlement, Final Approval Order, or Final Judgment shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through any collateral attack.

E. Any Class Member who objects to the Settlement shall be entitled to all of the benefits of the Settlement if this Agreement and the terms contained herein are approved, as long as the objecting Class Member complies with all requirements of this Agreement applicable to Class Members.

#### **VIII. ATTORNEYS' FEES AND EXPENSES AND PLAINTIFFS' SERVICE AWARDS**

A. Plaintiffs will apply for reasonable Service Awards for the time and efforts spent by Plaintiffs on tasks related to the Action. Each Plaintiff will request a Service Award equal to \$3,000.00. Any such awards shall be subject to Court approval and will be paid by iFIT. iFIT's

obligation to pay any such awards shall be limited to the amounts set forth in this Paragraph, and iFIT shall be under no obligation to pay any amounts in excess of those amounts.

B. Class Counsel will apply to the Court for an award of Attorneys' Fees and Expenses in the amount of nine-hundred-and-seventy-five-thousand dollars (\$975,000) to be paid by iFIT separate and apart from any relief made available to Class Members. Any award of Attorneys' Fees and Expenses shall be subject to Court approval. iFIT's obligation to pay Attorneys' Fees and Expenses shall be limited to the nine-hundred-and-seventy-five-thousand dollars (\$975,000) and iFIT shall be under no obligation to pay any court-ordered amounts in excess thereof.

C. Class Counsel shall have the sole authority and discretion to allocate any Court-awarded attorneys' fees and expenses amongst themselves and any other attorneys or firms who have appeared in this action on behalf of Plaintiffs.

## **IX. RELEASE**

A. The Parties agree to the following Release, which shall take effect upon entry of the Final Order and Final Judgment.

B. In consideration of the Settlement, Plaintiffs and each Class Member, on behalf of themselves and any other legal or natural persons who may claim by, through, or under them, agree to fully, finally, and forever release, relinquish, acquit, discharge, and hold harmless the Released Parties from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, and damages of any kind and/or type regarding the subject matter of the Action, including, but not limited to, compensatory, exemplary, punitive, expert and/or attorneys' fees or by multipliers, whether past, present, or future, mature, or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative or direct, asserted or unasserted, whether based on federal, state or local law, statute, ordinance, regulation, code,



contract, common law, or any other source, or any claim of any kind related arising from, related to, connected with, and/or in any way involving the Defect in Class Devices as alleged in the Action, in any manner that was, or could have been, defined, alleged or described in the Action or any amendments of the Action. The Parties explicitly agree that this Release shall bind each Class Member, whether or not that Class Member claims and/or receives compensation under the Agreement.

C. Notwithstanding the foregoing, Plaintiffs and Class Members are releasing only claims that arise from, relate to, connect with, and/or in any way involve the Defect in Class Devices as alleged in the Action. The Plaintiffs, Class Members, and Defendant do not intend to, and the Parties hereby confirm they do not, release claims unrelated to the Defect or claims alleged in the Action, including the claims raised in *Pagano et al v. NordicTrack Inc et al.*, Case No. 1:23-cv-00058 (D. Utah), or claims for personal injury, property damage, or subrogation, which are unrelated to the Defect alleged in the Action. However, to the extent any members of the putative class alleged in *Pagano* also possess claims relating to the Defect, such claims are released.

D. Plaintiffs and Class Members are not releasing claims relating to iFIT's performance of the obligations imposed upon it by virtue of this Agreement, or its compliance with the terms of this Agreement.

E. The Final Order and Final Judgment will reflect these terms.

F. Plaintiffs and Class Members expressly agree that this Release, the Final Order, and/or the Final Judgment is, will be, and may be raised as a complete defense to, and will preclude any action or proceeding encompassed by, this Release.

G. Plaintiffs and Class Members shall not now or hereafter institute, maintain, prosecute, assert, and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action, and/or proceeding, against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class or on behalf of any other person or entity with respect to the claims, causes of action, and/or any other matters released through this Settlement.

H. In connection with this Agreement, Plaintiffs and Class Members acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Action and/or the Release herein. Nevertheless, it is the intention of Plaintiffs and Class Members in executing this Agreement to fully, finally and forever to settle, release, discharge, and hold harmless all such matters, and all claims relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Action, except as otherwise stated in this Agreement.

I. Plaintiffs expressly understand and acknowledge, and all Plaintiffs and Class Members will be deemed by the Final Order and Final Judgment to acknowledge and waive Section 1542 of the Civil Code of the State of California, which provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Plaintiffs and Class Members expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights.

J. Plaintiffs represent and warrant that they are the sole and exclusive owners of all claims that they are releasing under this Agreement. Plaintiffs further acknowledge that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned, or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Action, including without limitation, any claim for benefits, proceeds, or value under the Action and that Plaintiffs are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Action or in any benefits, proceeds, or values under the Action. Class Members receiving payments pursuant to this Agreement shall, by remaining as Class Members in this Settlement, represent and warrant that they are the sole and exclusive owner of all claims that they are releasing under the Settlement and that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned, or encumbered any right, title, interest, or claim arising out of or in any way whatsoever pertaining to the Action, including without limitation, any claim for benefits, proceeds, or value under the Action, and that such Class Member(s) are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Action or in any benefits, proceeds, or values under the Action.

K. Without in any way limiting its scope, and, except to the extent otherwise specified in the Agreement, this Release covers by example and without limitation, any and all claims for attorneys' fees, attorneys' liens, costs, expert fees, or consultant fees, interest, or litigation fees, costs or any other fees, costs, and/or disbursements incurred by Class Counsel.

L. In consideration for the Settlement, iFIT and its past or present officers, directors, employees, agents, attorneys, predecessors, successors, affiliates, subsidiaries, divisions, and assigns shall be deemed to have, and by operation of the Final Approval Order shall have, released Class Counsel and each current and former Plaintiff from any and all causes of action

that were or could have been asserted pertaining solely to the conduct in filing and prosecuting the litigation or in settling the Action.

M. Plaintiffs and Class Counsel acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Settlement Agreement and, by executing this Settlement Agreement, state that they have not relied upon any statements or representations made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement.

N. Nothing in this Release shall preclude any action to enforce the terms of the Agreement, including participation in any of the processes detailed herein.

O. Plaintiffs and Class Counsel hereby agree and acknowledge that the provisions of this Release are applicable to iFIT, its past or present officers, directors, employees, agents, attorneys, predecessors, successors, affiliates, subsidiaries, divisions, and assigns.

P. No person shall have any claim against iFIT, Counsel for iFIT, Plaintiffs, Class Counsel, the Released Parties, and/or the Class Action Settlement Administrator based on the Court approved Notice or any determinations, distributions, or awards made with respect to any Claim. This provision does not affect or limit in any way the right of review of any challenged Claim as provided in this Settlement Agreement. The applicable dispute procedures set forth in this Agreement shall be the sole and exclusive means of resolving disputes based on any determinations, distributions, awards, or payments made with respect to any Claim. For the avoidance of doubt, in no event shall Plaintiffs, Class Counsel, iFIT, or Counsel for iFIT, have any liability for claims of wrongful or negligent conduct on the part of the Class Action Settlement Administrator or their agents.

Q. Plaintiffs and Class Counsel hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Agreement and shall be included in any Final Order and Final Judgment entered by the Court.

**X. PRELIMINARY APPROVAL ORDER, FINAL ORDER, FINAL JUDGMENT, AND RELATED ORDERS**

A. The Signatories shall seek from the Court, within a reasonable time after the execution of this Agreement, a Preliminary Approval Order, substantially in the form of Exhibit 8 hereto (subject to Court approval). The Preliminary Approval Order shall, among other things:

1. Preliminarily approve the Settlement;
2. Require the dissemination of the Notice and the taking of all necessary and appropriate steps to accomplish this task;
3. Determine that the Notice complies with all legal requirements, including, but not limited to, Fed. R. Civ. P. 23 and the Due Process Clause of the United States Constitution;
4. Schedule a date and time for a Fairness Hearing to determine whether the Settlement should be finally approved by the Court;
5. Require that Class Members who wish to exclude themselves to submit an appropriate and timely written request for exclusion as directed in this Agreement and that a failure to do so shall bind those Class Members who remain in the Class;
6. Require Class Members who wish to appear to object to this Agreement to submit an appropriate and timely written statement as directed in the Agreement;
7. Require attorneys representing Class Members, at the Class Members' expense, to file a notice of appearance as directed in this Agreement;

8. Issue a preliminary injunction enjoining potential Class Members, pending the Court's determination of whether the Settlement should be given final approval, from challenging in any action or proceeding any matter covered by this Settlement, except for proceedings in this Court to determine whether the Settlement will be given final approval;

9. Appoint the Class Action Settlement Administrator;

10. Authorize iFIT to take all necessary and appropriate steps to establish the means necessary to implement the Agreement; and

11. Issue other related Orders to effectuate the preliminary approval of the Agreement.

B. After the Fairness Hearing, the Plaintiffs and iFIT shall seek to obtain from the Court a Final Order and Final Judgment. The Final Order and Final Judgment shall, among other things:

1. Find that the Court has personal jurisdiction over all Plaintiffs and Class Members, that the Court has subject matter jurisdiction over the claims asserted in the Action, and that venue is proper;

2. Finally approve the Agreement and Settlement, pursuant to Fed. R. Civ. P. 23;

3. Finally certify the Class for settlement purposes only;

4. Find that the Notice and its dissemination methodology complied with all laws, including, but not limited to, Fed. R. Civ. P. 23 and the Due Process Clause of the United States Constitution;

5. Dismiss the Action with prejudice and without costs;

6. Incorporate the Release set forth in the Agreement and make the Release effective as of the date of the Final Order and Final Judgment;
7. Issue a permanent injunction enjoining Class Members from challenging in any action or proceeding any matter covered by this Settlement;
8. Authorize the Parties to implement the terms of the Agreement;
9. Retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of the Agreement, the Final Order and Final Judgment, and for any other necessary purpose; and
10. Issue related Orders to effectuate the final approval of the Agreement and its implementation.

#### **XI. MODIFICATION OR TERMINATION OF THIS AGREEMENT**

A. Within fifteen (15) days after the occurrence of any of the following events and upon written notice to counsel for all Parties, the Parties shall have the right to withdraw from the Settlement and terminate this Agreement:

1. If the Court fails to approve the Agreement as written or if on appeal the Court's approval is reversed or modified;
  2. If the Court materially alters any of the terms of the Agreement, except that a reduction in an award of Attorneys' Fees and Expenses or Plaintiffs' Service Awards shall not be deemed to be a material alteration; or
  3. If the Preliminary Approval Order or the Final Order and Judgment is not entered by the Court or is reversed or modified on appeal, or otherwise fails for any reason.
- In the event of a withdrawal pursuant to this Paragraph, any certification of a Class for purposes of settlement will be vacated, without prejudice to any Party's position on the issue of class certification and the amenability of the claims asserted in the Action to class treatment, and the

Plaintiffs and iFIT shall be restored to their litigation position existing immediately before the execution of this Agreement.

B. If Class Members properly and timely submit requests for exclusion from the Class as set forth in Section VI of this Settlement Agreement, thereby becoming Opt-Outs, and are in a number more than the confidential number submitted to the Court by the Parties under seal, then at its sole election, iFIT may withdraw from the Settlement and terminate this Agreement. In that event, all of iFIT's obligations under this Agreement shall cease to be of any force and effect, and the Parties shall be restored to their litigation position existing immediately before the execution of this Agreement. In order to elect to withdraw from the Settlement and terminate this Agreement on the basis set forth in this Paragraph, iFIT must notify Class Counsel in writing of its election to do so within ten (10) business days after the Opt-Out List has been served on the Parties. In the event that iFIT exercises such right, Class Counsel shall have twenty (20) business days or such longer period as agreed to by the Parties to address the concerns of the Opt-Outs. If through such efforts the total number of members of the Opt-Out List subsequently becomes and remains fewer than the number of Class Members submitted to the Court under seal at the time of filing the Motion for Preliminary Approval, iFIT shall withdraw its election to withdraw from the Settlement and terminate the Agreement. In no event, however, shall iFIT have any further obligation under this Agreement to any Opt-Out unless such Class Member withdraws his/her request for exclusion. For purposes of this Paragraph, Opt-Outs shall not include (i) persons who are specifically excluded from the Class; (ii) Class Members who elect to withdraw their request for exclusion; and (iii) Opt-Outs who agree to sign an undertaking that they will not pursue an individual claim, class claim, or any other claim that would otherwise be a Released Claim as defined in this Agreement.



C. In the event of withdrawal by iFIT in accordance with the terms set forth in Paragraphs XI.A or XI.B above, the Agreement shall be null and void, shall have no further force and effect with respect to iFIT, and shall not be offered in evidence or used in any litigation for any purpose, including the existence, certification, or maintenance of any proposed or existing class, or the amenability of these or similar claims to class treatment. In the event of such withdrawal, this Agreement and all negotiations, proceedings, and documents prepared and statements made in connection herewith shall be without prejudice to iFIT, the Plaintiffs, and the Class Members, and shall not be deemed or construed to be an admission or confession in any way by any Party of any fact, matter, or proposition of law and shall not be used in any manner for any purpose, and the Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

## **XII. GENERAL MATTERS AND RESERVATIONS**

A. iFIT has denied and continues to deny each and all of the claims and contentions alleged in the Action and has denied and continues to deny that it has committed any violation of law or engaged in any wrongful act that was alleged or that could have been alleged in the Action. iFIT believes that it has valid and complete defenses to the claims asserted against it in the Action and denies that it committed any violations of law, engaged in any unlawful act or conduct, or that there is any basis for liability for any of the claims that have been, or might have been, alleged in the Action. Nevertheless, iFIT has concluded that it is desirable that the Action be fully and finally settled in the matter and upon the terms and conditions set forth in this Agreement.

B. The obligation of the Parties to conclude the proposed Settlement is and shall be contingent upon each of the following:

1. Entry by the Court of the Final Order and Final Judgment approving the Settlement, from which the time to appeal has expired or which has remained unmodified after any appeal(s); and

2. Any other conditions stated in this Agreement.

C. Plaintiffs, iFIT, and their respective counsel agree to keep the existence and contents of this Agreement confidential until the date on which the Motion for Preliminary Approval is filed; provided, however, that this Section shall not prevent (i) iFIT from disclosing such information, prior to the date on which the Motion for Preliminary Approval is filed, to state and federal agencies, independent accountants, actuaries, advisors, financial analysts, insurers, or in house attorneys; (ii) the Parties and their counsel from disclosing such information to persons or entities (such as experts, courts, co-counsel, and/or administrators) to whom the Parties agree disclosure must be made in order to effectuate the terms and conditions of this Agreement; and (iii) iFIT and/or Plaintiffs from disclosing this Agreement and the contents of this Agreement to any Party or Released Party.

D. Plaintiffs and Class Counsel agree that any and all confidential information made available to them solely through the settlement process was made available on the condition that neither Plaintiffs nor Class Counsel may disclose it to third parties (other than experts or consultants retained by Plaintiffs in connection with the Actions); that it not be the subject of public comment; that it not be used by Plaintiffs or Class Counsel in any way in this litigation or otherwise should the Settlement not be achieved, and that it is to be returned if a Settlement is not concluded; provided, however, that nothing contained herein shall prohibit Plaintiffs from seeking such information through formal discovery if not previously requested through formal

discovery or from referring to the existence of such information in connection with the Settlement of the Action.

E. Within ninety (90) days after the Final Effective Date (unless the time is extended by agreement of the Parties), Class Counsel, any expert or other consultant employed by them in such capacity, or any other individual with access to documents provided by iFIT and/or its Counsel to Class Counsel shall either: (1) return to iFIT's Counsel all such documents and materials (and all copies of such documents in whatever form made or maintained) produced during the settlement process by iFIT and/or its Counsel, and any and all handwritten notes summarizing, describing, or referring to such documents; or (2) certify to iFIT's Counsel that all such documents and materials (and all copies of such documents in whatever form made or maintained) and any and all handwritten notes summarizing, describing, or referring to such documents have been destroyed, provided, however, that this Section shall not apply to any documents made part of the record in connection with a Claim, nor to any documents made part of a Court filing, nor to Class Counsel's work product.

F. Six (6) months after the completion of the Claims Process, the Class Action Settlement Administrator shall destroy or return all documents and materials to iFIT and/or its Counsel and/or Class Counsel that produced the documents and materials, except that it shall not destroy any and all information and/or documentation submitted by Class Members. Nothing in this Agreement shall affect any confidentiality order or protective order in the Action.

G. iFIT's execution of this Agreement shall not be construed to release – and iFIT expressly does not intend to release – any claim iFIT may have or make against any insurer for any cost or expense incurred in connection with this Settlement, including, without limitation, for attorneys' fees and costs.

H. Class Counsel further represent that the Plaintiffs: (1) have agreed to serve as representatives of the Class proposed to be certified herein; (2) are willing, able, and ready to perform all of the duties and obligations of representatives of the Class, including, but not limited to, being involved in discovery and fact finding; (3) have read the pleadings in the Action, or have had the contents of such pleadings described to them; (4) are familiar with the results of the fact-finding undertaken by Class Counsel; (5) have been kept apprised of settlement negotiations among the Parties, and have either read this Agreement, including the exhibits annexed hereto, or have received a detailed description of it from Class Counsel and they have agreed to its terms; (6) have consulted with Class Counsel about the Action and this Agreement and the obligations imposed on representatives of the Class; (7) have authorized Class Counsel to execute this Agreement on their behalf; and (8) shall remain and serve as representatives of the Class until the terms of this Agreement are effectuated, this Agreement is terminated in accordance with its terms, or the Court at any time determines that said Plaintiffs cannot represent the Class.

I. The Parties acknowledge and agree that no opinion concerning the tax consequences of the proposed Settlement to Class Members is given or will be given by the Parties nor are any representations or warranties in this regard made by virtue of this Agreement. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

J. iFIT represents and warrants that each individual executing this Agreement on behalf of iFIT is authorized to enter into this Agreement.

K. This Agreement, complete with its exhibits, sets forth the sole and entire agreement between and among the Parties with respect to its subject matter, and it may not be altered, amended, or modified except by written instrument executed by Class Counsel and iFIT's Counsel. The Parties expressly acknowledge that no agreements, arrangements, or understandings not expressed in this Agreement exist among or between them and that in deciding to enter into this Agreement, they rely solely upon their judgment and knowledge. This Agreement supersedes any prior agreements, understandings, or undertakings (written or oral) by and between the Parties regarding the subject matter of this Agreement.

L. This Agreement and any amendments thereto shall be governed by and interpreted according to the law of the State of Delaware notwithstanding its conflict of law provisions.

M. Any disagreement regarding and/or action to enforce this Agreement shall be commenced and maintained only in the United States District Court for the District of Delaware

N. Plaintiffs, Class Counsel, and iFIT's Counsel hereby agree not to issue any press releases regarding this Settlement or publicize it in any way and further agree not to engage in any communications with the media or the press, on the internet, or in any public forum, orally or in writing, that relate to this Settlement or the Litigation other than statements that are fully consistent with the Class Notice.

O. Whenever this Agreement requires or contemplates that one of the Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-day (excluding Saturdays, Sundays and Federal Holidays) express delivery service as follows:

If to iFIT, then to:

Terry E. Welch  
Bryan S. Johansen

Andrew V. Collins  
PARR BROWN GEE & LOVELESS LLP  
101 South 200 East, Suite 700  
Salt Lake City, Utah 84111  
Telephone: (801) 532-7840

If to Plaintiffs, then to:

Daniel Herrera  
Cafferty Clobes Meriwether & Sprengel LLP  
135 S. LaSalle Street, Suite 3210  
Chicago, IL 60603  
Telephone: 312-782-4880  
Facsimile: 312-782-4485

Joseph G. Sauder  
Sauder Schelkopf LLC  
1109 Lancaster Avenue  
Berwyn, PA 19312  
Telephone: 888-711-9975

P. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Agreement or by order of the Court, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a Federal Holiday, or, when the act to be done is the filing of a paper in court, a day on which weather or other conditions have made the office of the clerk of the court inaccessible, in which event the period shall run until the end of the next day that is not one of the aforementioned days. As used in this Section, “Federal Holiday” includes New Year’s Day, Birthday of Martin Luther King, Jr., Presidents’ Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Patriot’s Day, Thanksgiving Day, Christmas Day, and any other day appointed as a holiday by the President,

the Congress of the United States, or the Clerk of the United States District Court for the District of Delaware.

Q. The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.

R. The Class, Plaintiffs, Class Counsel, iFIT and/or iFIT's Counsel shall not be deemed to be the drafter of this Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter. The Parties agree that this Agreement was drafted by counsel for the Parties during extensive arm's length negotiations. No parol or other evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties or their counsel, or the circumstances under which this Agreement was made or executed.

S. The Parties expressly acknowledge and agree that this Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, and correspondence, constitute an offer of compromise and a compromise within the meaning of Federal Rule of Evidence 408 and any equivalent rule of evidence in any state. In no event shall this Agreement, any of its provisions or any negotiations, statements, or court proceedings relating to its provisions in any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Action, any other action, or in any judicial, administrative, regulatory, or other proceeding, except in a proceeding to enforce this Agreement or the rights of the Parties or their counsel. Without limiting the foregoing, neither this Agreement nor any related negotiations, statements, or court proceedings shall be construed as, offered as, received as, used as, or deemed to be evidence or an admission or concession of any liability or

wrongdoing whatsoever on the part of any person or entity, including, but not limited to, the Released Parties, Plaintiffs, or the Class or as a waiver by the Released Parties, Plaintiffs or the Class of any applicable privileges, claims or defenses.

T. The Parties, their successors and assigns, and their counsel undertake to implement the terms of this Agreement in good faith, and to use good faith in resolving any disputes that may arise in the implementation of the terms of this Agreement.

U. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any prior or subsequent breach of this Agreement.

V. If one Party to this Agreement considers another Party to be in breach of its obligations under this Agreement, that Party must provide the breaching Party with written notice of the alleged breach and provide a reasonable opportunity to cure the breach before taking any action to enforce any rights under this Agreement.

W. The Parties, their successors and assigns, and their counsel agree to cooperate fully with one another in seeking Court approval of this Agreement and to use their best efforts to effect the prompt consummation of this Agreement and the proposed Settlement.

X. This Agreement may be signed with a facsimile signature and in counterparts, each of which shall constitute a duplicate original.

Y. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision if iFIT's Counsel, on behalf of iFIT, and Class Counsel, on behalf of Plaintiffs and Class Members, mutually agree in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this



Agreement. Any such agreement shall be reviewed and approved by the Court before it becomes effective.

*Agreed to on the date indicated below.*

APPROVED AND AGREED TO BY:

DocuSigned by:  
*Scott Balfour*  
BY: 77A6BD4C0444400... DATE: 2/23/2024  
SCOTT BALFOUR

DocuSigned by:  
*Don Lee*  
BY: 96F9AE8B5800428... DATE: 2/23/2024  
DON LEE

DocuSigned by:  
*Kuldeep Singh*  
BY: E442D447F61B439... DATE: 2/23/2024  
KULDEEP SINGH

DocuSigned by:  
*Matthew Templon*  
BY: 422A583AFC7B40E... DATE: 2/23/2024  
MATTHEW TEMPLON

DocuSigned by:  
*Shelia Voorheis*  
BY: 37D205FA8DC9406... DATE: 2/24/2024  
SHELIA VOORHEIS

*[Signature]*  
BY: \_\_\_\_\_ DATE: 2/23/24  
DANIEL O. HERRERA  
CAFFERTY CLOBES MERIWETHER &  
SPRENGEL LLP

*[Signature]*  
BY: \_\_\_\_\_ DATE: 2/26/24  
JOSEPH G. SAUDER  
SAUDER SCHELKOPF LLC

*[Signature]*  
BY: \_\_\_\_\_ DATE: 02/26/2024  
TERRY E. WELCH  
BRYAN S. JOHANSEN  
ANDREW V. COLLINS  
PARR BROWN GEE & LOVELESS LLP

DocuSigned by:  
BY: *Dylan Ramsey* DATE: 2/27/2024  
16737409530B4GD...  
IFIT HEALTH AND FITNESS, INC.  
Dylan Ramsey  
Chief Legal Officer

# **EXHIBIT 1**

# CLAIM FORM FOR BALFOUR V. iFIT HEALTH AND FITNESS, INC SETTLEMENT

*Balfour et al. v. iFIT Health and Fitness, Inc.*

*Case No. 1:23-cv-00067-CFC*

\_\_\_\_\_**CLASS WEBSITE**\_\_\_\_\_

## **CLAIM FORM INSTRUCTIONS**

1. You may submit your Claim Form online at \_\_\_\_\_**CLASS WEBSITE**\_\_\_\_\_ or by U.S. Mail to the following address: \_\_\_\_\_**SETTLEMENT ADMINISTRATOR MAILING ADDRESS**\_\_\_\_\_.
2. You must complete the entire Claim Form. Please type or write your responses legibly.
3. Please keep a copy of your submitted Claim Form. Materials submitted will not be returned.
4. If your Claim Form is incomplete or missing information, the Settlement Administrator will be unable to process your claim, and you will waive your right to receive relief under the Settlement.
5. If you have any questions, please contact the Settlement Administrator by using the “contact us” form on the website \_\_\_**LINK**\_\_\_ or by mail at the address listed above.
6. Please contact the Settlement Administrator if your contact information changes.
7. **DEADLINE – 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.xxxxxxxxxx.com](http://www.xxxxxxxxxx.com) by Month, DD, 20YY, or sign and return by U.S. mail a valid Claim Form at the address below postmarked by Month, DD, 20YY.**

**Questions? Go to \_\_\_\_\_**CLASS WEBSITE**\_\_\_\_\_ or call \_\_\_\_\_**

# CLAIM FORM FOR BALFOUR V. iFIT HEALTH AND FITNESS, INC SETTLEMENT

*Balfour et al. v. iFIT Health and Fitness, Inc.*  
Case No. 1:23-cv-00067-CFC

\_\_\_\_ CLASS WEBSITE \_\_\_\_

## CLAIM FORM

---

### I. YOUR CONTACT INFORMATION AND MAILING ADDRESS

---

Provide your name and contact information below. You must notify the Settlement Administrator in writing if your contact information changes after you submit this form.

\_\_\_\_\_  
First Name

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Telephone Number

---

### II. REFUND CLAIM INFORMATION

---

Per the terms of the Settlement Agreement, iFIT records indicate that you are entitled to a refund for any documented and verified amounts paid to iFIT for repair or replacement services related to your Class Device. For the Settlement Administrator to evaluate your claim, please check the box below.

- Check this box to certify that you, on or before NOTICE DATE, paid iFIT to repair a Class Device that failed due to the alleged Defect. iFIT shall refund any documented and verified amounts paid to iFIT to repair or replace the Class Device's console or tablet that failed as a result of the alleged Defect. A list of Class Devices is provided in Attachment A hereto [**Attachment A with model numbers of devices impacted by the specific November 1, 2021 alleged software bug (the "Bug")**].

If you checked the box above, please write the model number and product serial number below.

Model Number: \_\_\_\_\_

Product Serial Number: \_\_\_\_\_

**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 consult your Class Device's owner's manual for the label's location.**

**Questions? Go to CLASS WEBSITE or call \_\_\_\_\_**

# CLAIM FORM FOR BALFOUR V. iFIT HEALTH AND FITNESS, INC SETTLEMENT

*Balfour et al. v. iFIT Health and Fitness, Inc.*  
Case No. 1:23-cv-00067-CFC

CLASS WEBSITE

<b>⚠ WARNING FOR CONSUMER USE ONLY</b>		
<b>NordicTrack</b> EXP 14i Treadmill	For patents go to: <a href="https://patents.iconfitness.com">https://patents.iconfitness.com</a>	<b>iFIT</b> iFIT Inc. 1500 South 1000 West Logan, UT 84321 USA
Model No. NTLXXXXXX.X 120 VAC 60 Hz 14 A	<b>MADE IN VIETNAM</b> 300 LBS (135 KGS)	 <p>This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.</p>
Serial No. 00/0000 MB	<b>my.ifit.com</b>	

### III. iFIT STREAMING CONTENT SUBSCRIPTION CLAIM INFORMATION

Check this box to certify on or before Month DD, 20YY, you (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 your Class Device ceased to function as a result of the alleged Defect 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.

### IV. VERIFICATION AND ATTESTATION UNDER PENALTY OF PERJURY

By signing below and submitting this Claim Form, I hereby swear under penalty of perjury that I am the person identified above and that the information provided in this Claim Form, including supporting documentation (if any), is true and correct to the best of my knowledge. Further, I consent to iFIT and the Settlement Administrator, to contact me at the telephone number I provided on this Claim Form to discuss my Claim Form or schedule a repair appointment as part of the Settlement.

\_\_\_\_\_  
Your Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Your Name

Questions? Go to CLASS WEBSITE or call \_\_\_\_\_

**Attachment A**



# CLAIM FORM FOR BALFOUR V. iFIT HEALTH AND FITNESS, INC SETTLEMENT

*Balfour et al. v. iFIT Health and Fitness, Inc.*

*Case No. 1:23-cv-00067-CFC*

\_\_\_\_\_**CLASS WEBSITE**\_\_\_\_\_

## **CLAIM FORM INSTRUCTIONS**

1. You may submit your Claim Form online at \_\_\_\_\_**CLASS WEBSITE**\_\_\_\_\_ or by U.S. Mail to the following address: \_\_\_\_\_**SETTLEMENT ADMINISTRATOR MAILING ADDRESS**\_\_\_\_\_.
2. You must complete the entire Claim Form. Please type or write your responses legibly.
3. Please keep a copy of your submitted Claim Form. Materials submitted will not be returned.
4. If your Claim Form is incomplete or missing information, the Settlement Administrator will be unable to process your claim, and you will waive your right to receive relief under the Settlement.
5. If you have any questions, please contact the Settlement Administrator by using the “contact us” form on the website \_\_\_**LINK**\_\_\_ or by mail at the address listed above.
6. Please contact the Settlement Administrator if your contact information changes.
7. **DEADLINE – 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.xxxxxxxxxx.com](http://www.xxxxxxxxxx.com) by Month, DD, 20YY, or sign and return by U.S. mail a valid Claim Form at the address below postmarked by Month, DD, 20YY.**

**Questions? Go to \_\_\_\_\_**CLASS WEBSITE**\_\_\_\_\_ or call \_\_\_\_\_**

# CLAIM FORM FOR BALFOUR V. iFIT HEALTH AND FITNESS, INC SETTLEMENT

*Balfour et al. v. iFIT Health and Fitness, Inc.*  
Case No. 1:23-cv-00067-CFC

\_\_\_\_ CLASS WEBSITE \_\_\_\_

## CLAIM FORM

---

### I. YOUR CONTACT INFORMATION AND MAILING ADDRESS

---

Provide your name and contact information below. You must notify the Settlement Administrator in writing if your contact information changes after you submit this form.

\_\_\_\_\_  
First Name

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Telephone Number

---

### II. REPAIR OR CREDIT CLAIM INFORMATION

---

For the Settlement Administrator to evaluate your claim, please check the box below that accurately describe your purchase and use of an iFIT product. **YOU MAY CHECK ONLY ONE BOX IN THE REPAIR OR CREDIT CLAIM INFORMATION SECTION.**

- Check this box to certify that you purchased any fitness equipment manufactured by iFIT (or any of its successors, predecessors, or related companies such as iFIT, Inc. fka ICON Health & Fitness, Inc. and/or Free Motion Fitness, Inc) listed in Attachment A hereto [**Attachment A with model numbers of devices impacted by the specific November 1, 2021 alleged software bug (the “Bug”)**], which was (1) purchased on or before January 23, 2023; (2) and which was connected to the iFIT network between November 1, 2021, and January 23, 2023;

If you checked the box above, please write the model number and product serial number below.

Model Number: \_\_\_\_\_

Product Serial Number: \_\_\_\_\_

**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 consult your Class Device’s owner’s manual for the label’s location.**

**Questions? Go to** \_\_\_\_ CLASS WEBSITE \_\_\_\_ **or call** \_\_\_\_\_

# CLAIM FORM FOR BALFOUR V. iFIT HEALTH AND FITNESS, INC SETTLEMENT

*Balfour et al. v. iFIT Health and Fitness, Inc.*

Case No. 1:23-cv-00067-CFC

          CLASS WEBSITE          

<b>⚠ WARNING FOR CONSUMER USE ONLY</b>		
<b>NordicTrack</b> EXP 14i Treadmill <hr/> <b>Model No. NTLXXXXX.X</b> 120 VAC 60 Hz 14 A <hr/> <b>Serial No.</b> 00/0000 MB	For patents go to: <a href="https://patents.iconfitness.com">https://patents.iconfitness.com</a>  <b>MADE IN VIETNAM</b> 300 LBS (135 KGS)  <b>my.ifit.com</b>	<div style="display: flex; align-items: center;"> <div style="margin-left: 10px;"> <small>iFIT Inc.</small>            1500 South 1000 West            Logan, UT 84321 USA         </div> </div> <hr/> <small>This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.</small> <div style="text-align: right;">   <small>Contains FCC ID: OMC415321</small> </div>

Check this box to certify you (i) contacted iFIT about the alleged Defect in a Class Device prior to Month DD, 20YY, as reflected in iFIT’s records, (ii) did not receive a no-cost repair, and (iii) subsequently 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).

### III. iFIT STREAMING CONTENT SUBSCRIPTION CLAIM INFORMATION

Check this box to certify on or before Month DD, 20YY, you (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 your Class Device ceased to function as a result of the alleged Defect 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.

### IV. VERIFICATION AND ATTESTATION UNDER PENALTY OF PERJURY

By signing below and submitting this Claim Form, I hereby swear under penalty of perjury that I am the person identified above and that the information provided in this Claim Form, including supporting documentation (if any), is true and correct to the best of my knowledge. Further, I consent to iFIT and the Settlement Administrator, to contact me at the telephone number I provided on this Claim Form to discuss my Claim Form or schedule a repair appointment as part of the Settlement.

\_\_\_\_\_  
Your Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Your Name

**Questions? Go to           CLASS WEBSITE           or call \_\_\_\_\_**

**Attachment A**

## **EXHIBIT 2**

<b>Model</b>	<b>Trade Name</b>
21920	PROFORM SMART POWER 10.0 CYCLE
23380	PROFORM CARBON T10
23470	PROFORM CARBON T7
23909	NORDICTRACK ELITE 10.9
23939	NORDICTRACK ELITE 10.9 I
23944	NORDICTRACK ELITE 14.9
24055	NORDICTRACK ELITE 13.1
24880	NORDICTRACK CT 7I PRO
24887	NORDICTRACK C 1070 PRO
24891	NORDICTRACK ELITE 3760
24892	NORDICTRACK ELITE 5760
24894	NORDICTRACK ELITE 7760
25046	NORDICTRACK C 1270 PRO
25062	NORDICTRACK ELITE 5750
25064	NORDICTRACK ELITE 7750
GGTL59618	GOLD'S GYM TRAINER 720
NETL10819	NORDICTRACK T 7.5 S
NETL13019	NORDICTRACK S40
NETL13919	NORDICTRACK T 8.5 S
NETL14818	NORDICTRACK T 14.0
NETL14819	NORDICTRACK T 9.5 S
NETL15818	NORDICTRACK C 990
NETL15819	NORDICTRACK S50
NETL19718	NORDICTRACK X9I INTERACTIVE INCLINE TRAINER
NETL19818	NORDICTRACK C 1650
NETL20717	NORDICTRACK COMMERCIAL 1750
NETL20719	NORDICTRACK COMMERCIAL 1750
NETL21718	NORDICTRACK X11I INTERACTIVE INCLINE TRAINER
NETL21719	NORDICTRACK COMMERCIAL X11I
NETL24717	NORDICTRACK COMMERCIAL 2450
NETL24719	NORDICTRACK COMMERCIAL 2450
NETL27718	NORDICTRACK COMMERCIAL X22I
NETL27719	NORDICTRACK COMMERCIAL X22I
NETL28717	NORDICTRACK COMMERCIAL 2950
NETL28719	NORDICTRACK COMMERCIAL 2950
NETL32719	NORDICTRACK COMMERCIAL X32I
NETL99017	NORDICTRACK T 12.0
NTEL07919	NORDICTRACK E 10.0 Z
NTEL09717	NORDICTRACK C 9.5
NTEL09817	NORDICTRACK ELITE 10.9
NTEL14416	NORDICTRACK SPACESAVER SE9I
NTEL14421	NORDICTRACK SPACESAVER SE9I
NTEL71217	NORDICTRACK COMMERCIAL 12.9
NTEL71218	NORDICTRACK COMMERCIAL 12.9
NTEL71220	NORDICTRACK COMMERCIAL 12.9
NTEL71313	NORDICTRACK FREESTRIDE TRAINER FS7I

NTEL71317	NORDICTRACK FREESTRIDE TRAINER FS7I
NTEL71318	NORDICTRACK FREESTRIDE TRAINER FS7I
NTEL71320	NORDICTRACK FREESTRIDE TRAINER FS10I
NTEL71418	NORDICTRACK COMMERCIAL 14.9
NTEL71420	NORDICTRACK COMMERCIAL 14.9
NTEL71423	NordicTrack AirGlide 14i Elliptical
NTEL71518	NORDICTRACK COMMERCIAL 14.9
NTEL71613	NORDIC TRACK FREESTRIDE TRAINER FS9I
NTEL71617	NORDIC TRACK FREESTRIDE TRAINER FS9I
NTEL71618	NORDIC TRACK FREESTRIDE TRAINER FS9I
NTEL71620	NORDIC TRACK FREESTRIDE TRAINER FS14I
NTEL71817	NORDICTRACK A.C.T. COMMERCIAL 10
NTEL79820	NORDICTRACK COMMERCIAL 9.9
NTEL79823	NordicTrack AirGlide 7i Elliptical
NTEL81220	HybridStrider HS10
NTEL89920	NORDICTRACK FREESTRIDER FS7I
NTEL99421	NORDICTRACK SPACESAVER SE7I
NTEVEL15518	NORDICTRACK A.C.T. COMMERCIAL 7
NTEVEL15918	NORDICTRACK COMMERCIAL 12.9
NTEVEL18918	NORDICTRACK COMMERCIAL 14.9
NTEVEL21018	NORDICTRACK FREESTRIDE TRAINER FS7I
NTEVEL22020	NORDIC TRACK FREESTRIDE TRAINER FS9I
NTEVEX14718	NORDICTRACK COMMERCIAL S10I STUDIO CYCLE
NTEVEX16720	NORDICTRACK COMMERCIAL S15I STUDIO CYCLE
NTEVEX18718	NORDICTRACK COMMERCIAL S22I STUDIO CYCLE
NTEVEX71219	NORDICTRACK GRAND TOUR PRO
NTEVEX76919	NORDICTRACK GX 4.6 PRO
NTEVEX77919	
NTEVEX78920	NORDICTRACK COMMERCIAL VR25
NTEVRW15920	NordicTrack RW900
NTEX02117	NORDICTRACK COMMERCIAL S22I STUDIO CYCLE
NTEX02121	NORDICTRACK COMMERCIAL S22I STUDIO CYCLE
NTEX02422	NORDICTRACK COMMERCIAL S22I STUDIO CYCLE
NTEX02423	NORDICTRACK COMMERCIAL S22I STUDIO CYCLE
NTEX02722	NORDICTRACK COMMERCIAL S27I STUDIO CYCLE
NTEX03121	NORDICTRACK COMMERCIAL S10I STUDIO CYCLE
NTEX03122	NORDICTRACK COMMERCIAL S10I STUDIO CYCLE
NTEX05117	NORDICTRACK COMMERCIAL S10I STUDIO CYCLE
NTEX05119	NORDICTRACK COMMERCIAL S15I STUDIO CYCLE
NTEX05121	NORDICTRACK COMMERCIAL S15I STUDIO CYCLE
NTEX05122	NORDICTRACK COMMERCIAL S15I STUDIO CYCLE
NTEX12921	NORDICTRACK COMMERCIAL VU 29
NTEX14921	NORDICTRACK COMMERCIAL R 35
NTEX70417	NORDICTRACK GRAND TOUR PRO
NTEX71017	NORDICTRACK GRAND TOUR
NTEX71021	NORDICTRACK STUDIO
NTEX75016	NORDICTRACK GX 4.4 PRO

NTEX76917	NORDICTRACK GX 4.6 PRO
NTEX76918	NORDICTRACK COMMERCIAL VU 19
NTEX89917	NORDICTRACK COMMERCIAL VR25 ELITE
NTEX89918	NORDICTRACK COMMERCIAL VR25
NTEX91022	NORDICTRACK STUDIO BIKE 1000
NTL10421	NORDICTRACK EXP 7I
NTL10423	NORDICTRACK EXP 7I
NTL11215	NORDICTRACK C 1650
NTL11219	NORDICTRACK T 8.5 S
NTL11220	NordicTrack Ti 8.5 S
NTL13124	NORDICTRACK COMMERCIAL 1750
NTL14011	NORDICTRACK COMMERCIAL 1750
NTL14020	NORDICTRACK ELITE 1400
NTL14114	NORDICTRACK COMMERCIAL 1750
NTL14115	NORDICTRACK COMMERCIAL 1750
NTL14116	NORDICTRACK COMMERCIAL 1750
NTL14117	NORDICTRACK COMMERCIAL 1750
NTL14119	NORDICTRACK COMMERCIAL 1750
NTL14122	NORDICTRACK COMMERCIAL 1750
NTL14123	NORDICTRACK COMMERCIAL 1750
NTL14124	NORDICTRACK COMMERCIAL 1250
NTL14129	NORDICTRACK COMMERCIAL 1750
NTL14215	NORDICTRACK INCLINE TRAINER X7i INTERACTIVE
NTL14221	NORDICTRACK COMMERCIAL 1750
NTL15421	NORDICTRACK EXP 10I
NTL15423	NORDICTRACK EXP 10I
NTL16119	NORDICTRACK T 9.5 S
NTL16120	NordicTrack Ti 9.5 S
NTL16129	NORDICTRACK T 9.5 S
NTL17122	NORDICTRACK COMMERCIAL 2450
NTL17123	NORDICTRACK COMMERCIAL 2450
NTL17124	NORDICTRACK COMMERCIAL 1750
NTL17215	NordicTrack Commercial 2450
NTL17216	NORDICTRACK COMMERCIAL 2450
NTL17217	NORDICTRACK COMMERCIAL 2450
NTL17219	NORDICTRACK COMMERCIAL 2450
NTL17221	NORDICTRACK COMMERCIAL 2450
NTL17229	NORDICTRACK COMMERCIAL 2450
NTL17915	NORDICTRACK T 6.5 S
NTL17919	NORDICTRACK T 6.5 SI
NTL18122	NordicTrack Commercial 2950
NTL18123	NORDICTRACK COMMERCIAL 2950
NTL18422	NORDICTRACK EXP 14I
NTL18423	NORDICTRACK EXP 14I
NTL19115	NORDICTRACK X9I INTERACTIVE INCLINE TRAINER
NTL19117	NORDICTRACK COMMERCIAL 2950
NTL19119	NORDICTRACK COMMERCIAL 2950



NTL19122	NordicTrack Commercial 2950
NTL19124	NORDICTRACK COMMERCIAL 2450
NTL19129	NORDICTRACK COMMERCIAL 2950
NTL19221	NORDICTRACK COMMERCIAL 2950
NTL19421	Nordictrack EXP 22i
NTL19522	NORDICTRACK EXP 22I
NTL19815	NORDICTRACK C 990
NTL19819	NORDICTRACK T 7.5 S
NTL19820	NordicTrack Ti 7.5 S
NTL20116	NORDICTRACK X9I INTERACTIVE INCLINE TRAINER
NTL22011	NORDICTRACK ELITE 9700 PRO
NTL22019	NORDICTRACK COMMERCIAL X11I
NTL22021	NORDICTRACK COMMERCIAL X14I INCLINE TRAINER
NTL22116	NORDICTRACK COMMERCIAL 2950
NTL24013	NordicTrack X11i Interactive Incline Trainer
NTL24015	NORDICTRACK X11I INTERACTIVE INCLINE TRAINER
NTL24016	NORDICTRACK COMMERCIAL X11I
NTL24019	NORDICTRACK COMMERCIAL X15I
NTL29014	NordicTrack X15i Interactive Incline Trainer
NTL29016	NORDICTRACK COMMERCIAL X22I
NTL29019	NORDICTRACK COMMERCIAL X22I
NTL29221	NORDICTRACK COMMERCIAL X22I
NTL29222	ELITE TREADMILL (22 INCH)
NTL39019	NORDICTRACK COMMERCIAL X32I
NTL39221	NORDICTRACK COMMERCIAL X32I
NTL39222	ELITE TREADMILL (32 Inch)
NTL59619	NORDICTRACK C 700
NTL89121	NORDICTRACK ELITE 900
NTL89122	NORDICTRACK ELITE 1000
NTL99020	NORDICTRACK ELITE 1000
NTL99418	NORDICTRACK Z 1300I
NTL99520	NORDICTRACK S45I
NTL99622	NORDICTRACK C 1100I
NTL99817	NORDICTRACK C 1070 PRO
NTRW10121	NordicTrack RW600
NTRW10124	NEED NAME
NTRW15121	NordicTrack RW700
NTRW15122	NordicTrack RW700
NTRW15123	NORDICTRACK RW700
NTRW19147	NordicTrack RW900
NTRW19422	NordicTrack RW900
NTRW19423	NORDICTRACK RW900
NTRW99147	NordicTrack RW500
PETL15618	PROFORM POWER 1295I
PETL17818	PROFORM PRO 2000
PETL22718	PROFORM PRO 5000
PETL59819	PROFORM PERFORMANCE 400I

PETL80819	PROFORM PERFORMANCE 600I
PETL99819	PROFORM PERFORMANCE 800I
PFEL01415	ProForm CARDIOHIIT TRAINER PRO
PFEL01420	Proform Pro HIIT H14
PFEL01421	Proform Pro HIIT H14
PFEL03815K	ProForm Hybrid Trainer
PFEL07921	PROFORM TRAINER H7
PFEL08916	PROFORM SMART STRIDER 895 CSE
PFEL08920	HIIT H7
PFEL09716	PROFORM SMART STRIDER 8.0
PFEL09920	PROFORM CARBON HIIT H7
PFEL09921	PROFORM CARBON H10
PFEL14721	ProForm Trainer E14
PFEL31016	PROFORM PRO 9.9
PFEL31115	PROFORM PRO 12.9
PFEL31315	PROFORM PRO 16.9
PFEL31320	PROFORM PRO E10
PFEL41320	PROFORM PRO E14
PFEL51016	PROFORM ENDURANCE 920 E
PFEL51517	PROFORM ENDURANCE 1520 E
PFEL55916	PROFORM ENDURANCE 520 E
PFEL55918	ProForm PFS 590
PFEL55921	PROFORM CARBON EL
PFEL57918	ProForm PFS 790
PFEL57921	PROFORM TRAINER E7
PFEL59920	PROFORM CARBON E7
PFEL65919	Cadence HIIT CS
PFEL91020	ProForm Pro H10
PFEL95920	ProForm City H10
PFEL99521	PROFORM Carbon E10
PFEL99523	PROFORM CARBON E10
PFEL99524	NEEDS NAME
PFEVEL81019	ProForm HIIT Trainer 7.9
PFEVEX71919	PROFORM LE TOUR DE FRANCE
PFEVEX77918	PROFORM SMART POWER 10.0 CYCLE
PFEX01416	PROFORM LE TOUR DE FRANCE
PFEX01418	PROFORM LE TOUR DE FRANCE
PFEX15917	PROFORM 440 ES
PFEX16718	PROFORM SMART POWER 10.0 CYCLE
PFEX16723	PROFORM STUDIO BIKE PRO 14
PFEX17820	PROFORM PRO C10U
PFEX19620	ProForm Pro C10R
PFEX33921	ProForm Sport CX
PFEX39420	PROFORM TOUR DE FRANCE CBC
PFEX39421	PROFORM TOUR DE FRANCE CBC
PFEX43921	PROFORM 325 CSX
PFEX52921	PROFORM PRO C10U

PFEX61721	PROFORM CYCLE TRAINER 400 RI
PFEX63919	PROFORM CARBON CX
PFEX67720	PROFORM TOUR DE FRANCE CSC
PFEX67820	ProForm Carbon C7S
PFEX68919	PROFORM TOUR DE FRANCE CTC
PFEX71022	PROFORM CADENCE C7
PFEX73921	PROFORM Pro C10R
PFEX74621	PROFORM POWER C7L
PFEX79920	PROFORM PROFORM PRO TC
PFEX84022	PROFORM CARBON C10
PFEX91420	PROFORM PRO C14 CYCLE
PFEX91421	PROFORM TOUR DE FRANCE C14
PFEX92220	PROFORM STUDIO BIKE PRO 22
PFRW48121	ProForm Sport RL
PFRW98120	Proform Pro R10
PFRW98920	ProForm Carbon R10
PFRW98921	Proform Trainer R14 Rower
PFTL10724	Pro Trainer 1000
PFTL11716	PROFORM POWER 1295I
PFTL12421	PROFORM CARBON T14
PFTL12820	PROFORM PRO 2000
PFTL12823	PROFORM PRO T14
PFTL13017	PROFORM PERFORMANCE 1800I
PFTL13113	PROFORM PRO 2000
PFTL13115	PROFORM PREMIER 1300
PFTL13116	PROFORM PRO 2000
PFTL13118	PROFORM PRO 2000
PFTL13820	PROFORM PRO 5000
PFTL14821	PROFORM TRAINER 14.0
PFTL14823	PROFORM TRAINER 14.0
PFTL15116	PROFORM PRO 5000
PFTL15118	PRO FORM PRO 5000
PFTL15820	PROFORM PRO 9000
PFTL17116	PROFORM PRO 9000
PFTL29619	PROFORM CADENCE WLT
PFTL39617	PROFORM TRAINER 430I
PFTL39621	CADENCE COMPACT 500
PFTL39715	PROFORM PERFORMANCE 300I
PFTL39920	PROFORM SPORT 3.0
PFTL44920	PROFORM 305 CST
PFTL48720	ProForm City T10
PFTL48721	PROFORM CITY T10
PFTL50915	PROFORM SPORT 6.0
PFTL57721	PROFORM TRAINER 8.5
PFTL59518	PERFORMANCE 400I
PFTL59722	ProForm CARBON TL
PFTL67723	PROFORM TRAINER 8.7

PFTL69620	PROFORM SPORT 6.0
PFTL69623	PROFORM SPORT TL
PFTL69921	PROFORM TRAINER 9.0
PFTL69923	PROFORM TRAINER 9.0
PFTL73621	PROFORM POWER T7L
PFTL79117	PROFORM PREMIER 700
PFTL79518	PERFORMANCE 600I
PFTL79620	PROFORM CITY T7
PFTL79621	PROFORM SPORT T7
PFTL79720	PROFORM CARBON T7
PFTL79721	PROFORM TRAINER 10.0
PFTL80016	PROFORM PERFORMANCE 900I
PFTL87720	PROFORM CARBON T7
PFTL87723	PROFORM CARBON T7
PFTL90923	PROFORM CARBON T10
PFTL98115	PROFORM PREMIER 900
PFTL99518	PERFORMANCE 800I
PFTL99720	PROFORM CARBON T10
PFTL99721	PROFORM TRAINER 12.0
PFTL99918	PROFORM POWER 995I
PFTL99920	PROFORM CARBON T10







Treadmill
Treadmill
Treadmill
Treadmill
Treadmill
Treadmill
Treadmill
Treadmill
Treadmill
Treadmill
Treadmill
Treadmill
Treadmill
Treadmill
Treadmill
Treadmill
Treadmill
Treadmill
Treadmill
Treadmill
Treadmill
Treadmill
Treadmill
Treadmill
Treadmill
Treadmill
Treadmill
Treadmill
Treadmill
Treadmill
Treadmill
Treadmill
Treadmill
Treadmill
Treadmill
Treadmill
Treadmill
Treadmill
Treadmill
Treadmill
Rower
Rower
Rower
Rower
Rower
Rower
Rower
Rower
Rower
Rower
Rower
Treadmill
Treadmill
Treadmill
Treadmill









## **EXHIBIT 3**

FROM: EMAIL ADDRESS

To: EMAIL ADDRESS

RE: COURT ORDER NOTICE OF CLASS ACTION SETTLEMENT

*Balfour et al. v. iFIT Health and Fitness, Inc.*  
Case No. 1:23-cv-00067-CFC

**Notice of Pending Class Action and Proposed Settlement**

**Please read this notice fully and carefully.  
The proposed Settlement may affect your rights.**

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

Unique ID: <<UniqueID>>

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 that 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.

**You are receiving this Notice because iFIT’s records show you are a Class Member:** “A person in the United States or its territories who, on or before January 23, 2023, purchased a Class Device” (any fitness equipment manufactured by iFIT 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). Go to [www.xxxxxxxxxx.com](http://www.xxxxxxxxxx.com) for a list of all Class Devices.

If you submit a Valid Claim online or by mail **postmarked** by **Month, DD, 20YY**, you are eligible for the following:

- **Refund:** If on or before Month DD, 20YY, you 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 Device’s console or tablet, including all amounts paid to iFIT for diagnosis, replacement parts, and accompanying service.

**iFIT’s records show that you are eligible for a Refund if you file a Claim Form.**

In addition, if on or before Month DD, 20YY, you (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 your 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.

**Submit a Claim.** Go to [www.xxxxxxxxxx.com](http://www.xxxxxxxxxx.com) using your Unique ID on the front of this notice to learn more about the Settlement and submit your claim. You can also exclude yourself from the Settlement or object to the Settlement. To exclude yourself or object, you must send your exclusion request or objection via mail to the address provided on the website. The exclusion request or objection must be **postmarked** by Month DD, 2024 to be accepted. If you do not exclude yourself, you will remain in the Class and give up the right to sue iFIT about the legal claims in the Settlement and be bound by any judgments. The Court will hold a Fairness Hearing on **Month DD, 20YY**, to consider approving the Settlement, Attorneys' Fees and Expenses of \$975,0000 and Service Awards of \$3,000. If you properly submitted an objection to the Settlement, you or your attorney may appear and speak at the hearing.

**This notice is a summary. Learn more about the Settlement at [www.xxxxxxxxxx.com](http://www.xxxxxxxxxx.com) or call 1-xxx-xxx-xxxx.**

## **EXHIBIT 4**

FROM: EMAIL ADDRESS

To: EMAIL ADDRESS

RE: COURT ORDER NOTICE OF CLASS ACTION SETTLEMENT

*Balfour et al. v. iFIT Health and Fitness, Inc.*  
Case No. 1:23-cv-00067-CFC

**Notice of Pending Class Action and Proposed Settlement**

**Please read this notice fully and carefully.  
The proposed Settlement may affect your rights.**

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

Unique ID: <<UniqueID>>

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 that 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.

**You are receiving this Notice because iFIT’s records show you are a Class Member:** “A person in the United States or its territories who, on or before January 23, 2023, purchased a Class Device” (any fitness equipment manufactured by iFIT 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). Go to [www.xxxxxxxxxx.com](http://www.xxxxxxxxxx.com) for a list of all Class Devices.

If you submit a Valid Claim online or by mail **postmarked** by **Month, DD, 20YY**, you are eligible for one of the following:

- **Repair:** If 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 if your Class Device fails due to the alleged defect by Month DD, 20YY, 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).

- **Credit:** If you (i) contacted iFIT about the alleged defect in a Class Device prior to Month DD, 20YY, as reflected in iFIT's records, (ii) did not receive a no-cost repair, and (iii) subsequently 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 on or before Month DD, 20YY, you (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 your 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.

**Submit a Claim.** Go to [www.xxxxxxxxxx.com](http://www.xxxxxxxxxx.com) using your Unique ID on the front of this notice to learn more about the Settlement and submit your claim. You can also exclude yourself from the Settlement or object to the Settlement. To exclude yourself or object, you must send your exclusion request or objection via mail to the address provided on the website. The exclusion request or objection must be **postmarked** by Month DD, 2024 to be accepted. If you do not exclude yourself, you will remain in the Class and give up the right to sue iFIT about the legal claims in the Settlement and be bound by any judgments. The Court will hold a Fairness Hearing on **Month DD, 20YY**, to consider approving the Settlement, Attorneys' Fees and Expenses of \$975,0000 and Service Awards of \$3,000. If you properly submitted an objection to the Settlement, you or your attorney may appear and speak at the hearing.

**This notice is a summary. Learn more about the Settlement at [www.xxxxxxxxxx.com](http://www.xxxxxxxxxx.com) or call 1-xxx-xxx-xxxx.**

## **EXHIBIT 5**

DocuSign Envelope ID: 61027348-35A8-4153-A2E7-D3F2F01FFAD7

Bailour et al. v. FIT Settlement

Class Action Settlement Administrator

P.O. Box xxxx

Portland, OR 97xxx-xxxx

FIRST-CLASS MAIL  
U.S. POSTAGE  
PAID  
Portland, OR  
PERMIT NO. xxxx

**NO-PRINT  
ZONE**

Legal Notice

**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.**

*This is not a solicitation from a lawyer.*

**For more information about this class action lawsuit visit or call:**

[www.xxxxxxxx.com](http://www.xxxxxxxx.com)

1-xxx-xxx-xxxx

Unique ID: <<UniqueID>>

<<MAIL ID>>  
<<NAME 1>>  
<<NAME 2>>  
<<ADDRESS LINE 1>>  
<<ADDRESS LINE 2>>  
<<ADDRESS LINE 3>>  
<<ADDRESS LINE 4>>  
<<ADDRESS LINE 5>>  
<<CITY, STATE ZIP>>  
<<COUNTRY>>

**DocuSign Envelope ID: 61027348-35A8-4153-A2E7-D3F2F01FFAD7**

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 that 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 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.

**You are receiving this Notice because iFIT’s records show you are a Class Member:** “A person in the United States or its territories who, on or before January 23, 2023, purchased a Class Device” (any fitness equipment manufactured by iFIT 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). Go [www.xxxxxxxx.com](http://www.xxxxxxxx.com) for a list of all Class Devices.

If you submit a Valid Claim online or by mail **postmarked by Month, DD, 20YY**, you are eligible for the following:

- **Refund:** If on or before Month DD, 20YY, you 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 Device’s console or tablet, including all amounts paid to iFIT for diagnosis, replacement parts, and accompanying service.

**iFIT’s records show that you are eligible for a Refund if you file a Claim Form.**

In addition, if on or before Month DD, 20YY, you (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 your 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.

**Submit a Claim.** Go to [www.xxxxxxxx.com](http://www.xxxxxxxx.com) using your Unique ID on the front of this notice. You can exclude yourself from the Settlement or object to the Settlement. To do so, you must send your exclusion request or objection to the address provided on the website and this request and/or objection must be **postmarked** by Month DD, 2024 to be accepted. If you do not exclude yourself, you will remain in the Class and give up the right to sue iFIT about the legal claims in the Settlement and be bound by any judgments. The Court will hold a Fairness Hearing on **Month DD, 20YY**, to consider approving the Settlement, Attorneys’ Fees and Expenses of \$975,0000 and Service Awards of \$3,000. If you properly submitted an objection, you or your attorney may appear and speak at the hearing.

**This notice is a summary. Learn more about the Settlement at [www.xxxxxxxx.com](http://www.xxxxxxxx.com) or call 1-xxx-xxx-xxxx.**

## **EXHIBIT 6**

FIRST-CLASS MAIL  
U.S. POSTAGE  
PAID  
Portland, OR  
PERMIT NO. XXXX

**NO-PRINT  
ZONE**

DocuSign Envelope ID: 61027348-35A8-4153-A2E7-D3F2F01FFAD7  
Bailour et al. v. IRII Settlement  
Class Action Settlement Administrator  
P.O. Box XXXX  
Portland, OR 97XXX-XXXX

Legal Notice

**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.**

*This is not a solicitation from a lawyer.*

**For more information about this class action lawsuit visit or call:**

[www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com)

1-XXX-XXX-XXXX

Unique ID: <<UniqueID>>

<<MAIL ID>>  
<<NAME 1>>  
<<NAME 2>>  
<<ADDRESS LINE 1>>  
<<ADDRESS LINE 2>>  
<<ADDRESS LINE 3>>  
<<ADDRESS LINE 4>>  
<<ADDRESS LINE 5>>  
<<CITY, STATE ZIP>>  
<<COUNTRY>>

**DocuSign Envelope ID: 61027348-35A8-4153-A2E7-D3F2F01FFAD7**

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 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.

**You are receiving this Notice because iFIT’s records show you are a Class Member:** “A person in the United States or its territories who, on or before January 23, 2023, purchased a Class Device” (any fitness equipment manufactured by iFIT 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). Go [www.xxxxxxxx.com](http://www.xxxxxxxx.com) for a list of all Class Devices.

If you submit a Valid Claim online or by mail **postmarked by Month, DD, 20YY**, you are eligible for one of the following:

- **Repair:** If 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 if your Class Device fails due to the alleged defect by Month DD, 20YY, 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).
  - **Credit:** If you (i) contacted iFIT about the alleged defect in a Class Device prior to Month DD, 20YY, as reflected in iFIT’s records, (ii) did not receive a no-cost repair, and (iii) subsequently 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 on or before Month DD, 20YY, you (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 your 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.
- Submit a Claim.** Go to [www.xxxxxxxx.com](http://www.xxxxxxxx.com) using your Unique ID on the front of this notice. You can exclude yourself from the Settlement or object to the Settlement. To do so, you must send your exclusion request or objection to the address provided on the website and this exclusion request and/or objection must be **postmarked** by Month DD, 2024 to be accepted. If you do not exclude yourself, you will remain in the Class and give up the right to sue iFIT about the legal claims in the Settlement and be bound by any judgments. The Court will hold a Fairness Hearing on **Month DD, 20YY**, to consider approving the Settlement, Attorneys’ Fees and Expenses of \$975,000 and Service Awards of \$3,000. If you properly submitted an objection, you or your attorney may appear and speak at the hearing.

**This notice is a summary. Learn more about the Settlement at [www.xxxxxxxx.com](http://www.xxxxxxxx.com) or call 1-xxx-xxx-xxxx.**

# **EXHIBIT 7**



## UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE

## 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>Month DD, 20YY</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>Month DD, 20YY</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>Month DD, 20YY</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>Month DD, 20YY</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: Month DD, 20YY</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.xxxxxxxxxxx.com](http://www.xxxxxxxxxxx.com) or call toll-free 1-xxx-xxx-xxxx. You may also contact Class Counsel. Please do not contact iFIT or its legal counsel.

**Questions? Call 1-xxx-xxx-xxxx or visit [www.xxxxxxxxxxx.com](http://www.xxxxxxxxxxx.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?


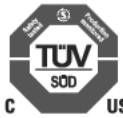
To see if you are eligible for benefits, you first have to determine if you are a Class Member.

### 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.xxxxxxxxxx.com](http://www.xxxxxxxxxx.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).

**Questions? Call 1-xxx-xxx-xxxx or visit [www.xxxxxxxxxx.com](http://www.xxxxxxxxxx.com)**

<b>⚠ WARNING FOR CONSUMER USE ONLY</b>		
<b>NordicTrack</b> <b>EXP 14i</b> <b>Treadmill</b> <b>Model No. NTLXXXXXX.X</b> <b>120 VAC 60 Hz 14 A</b> <b>Serial No.</b> <b>00/0000 MB</b>	<b>For patents go to:</b> <a href="https://patents.iconfitness.com">https://patents.iconfitness.com</a> <b>MADE IN VIETNAM</b> <b>300 LBS (135 KGS)</b> <b>my.ifit.com</b>	 <b>iFIT</b> Inc. 1500 South 1000 West Logan, UT 84321 USA <small>This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.</small>  Contains FCC ID: OMC415321

“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.xxxxxxxxxx.com](http://www.xxxxxxxxxx.com) or call 1-xxx-xxx-xxxx.

## 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 Month DD, 20YY [within one (1) year of date of this Notice], 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 Month DD, 20YY, 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.

**3 – Credit:** If you are a Class Member and (i) you contacted iFIT about the alleged defect in a Class Device prior to Month DD, 20YY, 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).

**Questions? Call 1-xxx-xxx-xxxx or visit [www.xxxxxxxxxx.com](http://www.xxxxxxxxxx.com)**

In addition, if you are a Class Member who on or before Month DD, 20YY, (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.xxxxxxxxxx.com](http://www.xxxxxxxxxx.com) by **Month, DD, 20YY**, or sign and return by U.S. mail a valid Claim Form at the address below **postmarked** by **Month, DD, 20YY**. 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.xxxxxxxxxx.com](http://www.xxxxxxxxxx.com) or 1-xxx-xxx-xxxx. 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 xxxx  
Portland, OR 97xxx-xxxx

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

The Court will hold a hearing on **Month, DD, 20YY** (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.xxxxxxxxxx.com](http://www.xxxxxxxxxx.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
--	---

**Questions? Call 1-xxx-xxx-xxxx or visit [www.xxxxxxxxxx.com](http://www.xxxxxxxxxx.com)**

## 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 **Month, DD, 20YY**, to:

Balfour et al. v. iFIT Settlement  
Exclusions  
P.O. Box xxxx  
Portland, OR 97xxx-xxxx

“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.

**Questions? Call 1-xxx-xxx-xxxx or visit [www.xxxxxxxxxx.com](http://www.xxxxxxxxxx.com)**

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 objection 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 **Month DD, 20YY**, to the following address:

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

You must also deliver or mail your written objection to Class Counsel and iFIT’s Counsel by **Month DD, 20YY**, at the following addresses:

<u><b>Class Counsel</b></u>	<u><b>Class Counsel</b></u>	<u><b>iFIT’s Counsel</b></u>
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	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

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 **Month DD, 20YY**.

**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 **XX:XX a/pm on Month, DD, 20YY**, 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 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, xxxxxxxxxxx.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 Month, DD, 20YY**.

### Class Action Settlement Administrator

Balfour et al. v. iFIT Settlement  
P.O. Box xxxx  
Portland, OR 97xxx-xxxx

### Court

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

**Class Counsel**

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

**Class Counsel**

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

**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.xxxxxxxx.com](http://www.xxxxxxxx.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.



## **EXHIBIT 8**

**THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

SCOTT BALFOUR, DON LEE, KULDEEP  
SINGH, MATTHEW TEMPLON, and  
SHELIA VORHEIS,

Plaintiffs,

v.

iFIT HEALTH AND FITNESS INC, a  
Delaware Corporation,

Defendant.

Case No. 1:23-cv-00067-UNA

**[PROPOSED] ORDER GRANTING  
PLAINTIFFS’ UNOPPOSED MOTION  
FOR PRELIMINARY APPROVAL OF  
THE CLASS ACTION SETTLEMENT**

This matter coming before the Court on Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (the “Motion”).<sup>1</sup> The Court, having considered the Motion, the supporting memorandum of law, the Settlement Agreement dated February \_\_, 2024 (the “Agreement”), the proposed forms of notice to the Class, the pleadings and other papers filed in this Action, and the statements of counsel and the parties, has determined that the proposed Settlement satisfies the criteria for preliminary approval, the proposed Class is preliminarily certified, and the proposed Notice plan is approved. Accordingly, good cause appearing in the record, Plaintiffs’ Motion is **GRANTED** as follows:

**Preliminary Certification of The Settlement Class**

1. The Court preliminarily certifies, for settlement purposes only pursuant to Federal Rule of Civil Procedure 23(e), the Class defined in the Settlement Agreement as follows:

---

<sup>1</sup> Unless otherwise defined herein, all terms capitalized herein shall have the same definitions ascribed to them as in the Settlement Agreement.

**The Class:**

All persons in the United States or its territories who, on or before January 23, 2023, purchased a Class Device. 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.

2. The Court preliminarily finds that the Class satisfies the requirements of Federal Rule of Civil Procedure 23(a) and (b)(3) for settlement purposes: (1) the Class is sufficiently numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the Class; (3) the Plaintiffs' claims are typical of the Class; (4) the Plaintiffs and their Counsel fairly and adequately represent the interests of the Class; (5) questions of law and fact common to the Class Members predominate over any questions affecting any individual Class Member; and (6) a class action provides a fair and efficient method for settling the controversy.

3. The Court hereby appoints Scott Balfour, Don Lee, Kuldeep Singh, Matthew Templon, and Shelia Vorheis as the representatives of the Class.

4. The Court hereby appoints Cafferty Clobes Meriwether and Sprengel LLP and Sauder Schelkopf LLC as Class Counsel.

**Preliminary Approval of the Terms of the Settlement**

5. On a preliminary basis, taking into account (1) the value and certainty of the benefits to be provided by the Settlement Agreement to Class Members; (2) the defenses asserted by Defendant; (3) the risks to Plaintiffs and Class Members that Defendant would successfully defend against class certification and/or against the merits of the claims alleged in this Action; and (4) the length of time that would be required for Class Members or any of them to obtain a final judgment through one or more trials and appeals, the Settlement appears sufficiently fair,

reasonable, and adequate to authorize dissemination of Notice to the Class as set forth in the Settlement Agreement.

6. Moreover, the Court finds that the Settlement falls within the range of reasonableness because the Settlement has key indicia of fairness, in that (1) the Settlement Agreement is the product of extensive negotiations, which were contentious, at arm's-length, and facilitated by an experienced mediator (Hon. Layn R. Phillips (Ret.)), (2) the Plaintiffs obtained substantial confirmatory discovery, (3) the proponents of the Settlement Agreement are experienced in similar class action litigation; and (4) the Settlement provides substantial benefits to the Class and does not treat any Class Members differently or preferentially.

#### **Notice and Administration**

7. Pursuant to the Settlement Agreement, the Parties have designated Epiq Global ("Epiq") as the Class Action Settlement Administrator. Epiq shall perform all duties necessary to carry out the Notice plan approved herein and administer the settlement as set forth in the Settlement Agreement. Pursuant to the Settlement Agreement, Epiq will make relevant documents, such as the Settlement Agreement and Long Form Notice, accessible on the settlement website.

8. The Court finds that the Notice plan as set forth in the Settlement Agreement satisfies the requirements of due process and provides the best notice practicable under the circumstances pursuant to Federal Rule of Civil Procedure 23(e)(1). The Notice is reasonably calculated to inform the Class Members of the nature of the litigation, the terms and conditions of the Settlement Agreement, the right of Class Members to object to the Settlement Agreement or exclude themselves from the Class, including instructions about the process for doing so, and the time, place, and location of the Final Approval Hearing. The Court approves the Notice plan, including the Claim Forms, and directs the Class Action Settlement Administrator and the parties

to proceed with providing Notice to the Class as set forth in the Settlement Agreement and this Order.

### **Class Member Exclusions and Objections**

9. Class Members who request to opt-out and exclude themselves from the Settlement Class must do so by notifying the Class Action Settlement Administrator in writing. To be valid, the opt-out request must be mailed to the Class Action Settlement Administrator no later than [120 days] after the Notice Date, must be in writing, and must include (i) the full name and current address and telephone number of the Class Member and (ii) a clear written statement of their desire to be excluded from the Class signed by the person submitting the request for exclusion. Settlement Class members who submit a valid and timely request for exclusion will not be bound by the terms of the Settlement Agreement. Any Class Member who does not submit a timely request for exclusion in accordance with the Settlement Agreement will be included in the Settlement and bound by the Settlement Agreement upon entry of the Final Judgment and Final Order.

10. Class Members who wish to object to the Settlement Agreement must do so by submitting a written objection to the Class Action Settlement Administrator, signed by the objector, in accordance with the procedures outlined in the Class Notice and this Order, filed or postmarked no later than [120 days] after the Notice Date and must include the following information:

- i) the full name and current address and telephone number of the Class Member;
- ii) the model number of their Class Device;
- iii) proof of purchase of their Class Device;
- iv) 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 the objector believes applicable;

- v) the identity of any counsel representing the objector;
- vi) a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel and, if through counsel, identifying that counsel;
- vii) 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;
- viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (if any);
- ix) the objector's email address; and
- x) a detailed list of any other objections submitted by the objector, or the objector's counsel, to any class action settlements submitted in any court, state, federal, or otherwise, within the previous five years. If the Class Member or his or her counsel has not made any such prior objection, the Class Member shall affirmatively so state in the written materials provided with the objection.

11. Any Class Member who files and serves a written objection may appear at the Fairness Hearing, either in person or through personal counsel hired at the Class Member's expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement, or to the award of Attorneys' Fees and Expenses or the Service Awards to Plaintiffs. Class Members or their attorneys who intend to make an appearance at the Fairness Hearing must deliver or mail a notice of their intention to appear to Class Counsel and iFIT's Counsel, and file the notice with the Court, on the date ordered by the Court below.

12. Any Class Member who fails to comply with the above requirements shall waive and forfeit any and all rights he or she may have to appear separately and/or to object, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments, including, but not limited to, the Release, the Final Order, and the Final Judgment in the Action.

### **Final Approval Hearing**

13. The Court will hold a Final Approval Hearing on \_\_\_\_\_, 2024, at \_\_\_\_\_ [a.m./p.m.], in Courtroom 4B of the United States District Court for the District of Delaware, United States Courthouse, 844 North King Street, Wilmington, DE 19801.

14. At the Final Approval Hearing, the Court will determine whether the certification of the Class, the appointment of Plaintiffs as representatives of the Class, the appointment of Class Counsel, and the Settlement Agreement should receive final approval. The Final Approval Hearing may be postponed, adjourned, transferred, or continued without further notice to the Class Members.

### **Settlement Administration Timeline, Injunction, and Termination**

15. To facilitate the timely administration of this case, the Court hereby sets the following schedule:

Event	Deadline
Notice Date	[30 days] after entry of this Order
Deadline to Submit Motion for Attorneys' Fees and Expenses and Service Awards	[14 days] before the Objection Deadline
Objection Deadline	[120 days] from the Notice Date
Opt-Out Deadline	[120 days] from the Notice Date
Deadline to Submit a Notice of Intent to Appear at the Final Approval Hearing	[14 days] before the Final Approval Hearing
Deadline to Submit Motion for Final Approval	[14 days] before the Final Approval Hearing
Final Approval Hearing	[180 days] from the entry of this Order

16. All proceedings and deadlines in this matter, except those required to implement this Order and the Settlement Agreement, are hereby stayed and suspended until further order from the Court.

17. Class Counsel and Counsel for Defendant are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement

Agreement that are not materially inconsistent with this Preliminary Approval Order or the Settlement Agreement, including making, without further approval of the Court, minor changes to the Settlement Agreement, to the form or content of the Notice, or to the form or content of any other exhibits attached to the Settlement Agreement, that the Parties jointly agree are reasonable or necessary, and which do not limit the rights of Class Members under the Settlement Agreement.

18. In the event that the Settlement Agreement is terminated pursuant to the terms of the Settlement Agreement, the Agreement and this Order shall become null and void, shall have no further force and effect with respect to iFIT, and shall not be offered in evidence or used in any litigation for any purpose, including the existence, certification, or maintenance of any proposed or existing class, or the amenability of these or similar claims to class treatment. In the event of such withdrawal, this Agreement and all negotiations, proceedings, and documents prepared and statements made in connection herewith shall be without prejudice to iFIT, the Plaintiffs, and the Class Members, and shall not be deemed or construed to be an admission or confession in any way by any Party of any fact, matter, or proposition of law and shall not be used in any manner for any purpose, and the Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

**IT IS SO ORDERED.**

DATED: \_\_\_\_\_, 2024 \_\_\_\_\_

HON. COLM F. CONNOLLY

UNITED STATES DISTRICT JUDGE