

**If you purchased certain Black & Decker and/or Farberware brand small kitchen appliances between February 5, 2014 and October 19, 2018, you could receive a payment from a proposed class action settlement.**

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

- Please read this notice carefully. A settlement has been reached in a class action lawsuit. The lawsuit alleges violations of consumer protection laws regarding the branding, identification of the manufacturer, identification of the warrantor, and/or “cup” capacity of certain Black & Decker and Farberware brand small kitchen appliances. Defendants deny any wrongdoing. The Court has not ruled, one way or the other, on plaintiff’s claims. Instead, the parties reached an agreement in order to avoid the time and expense associated with litigation.
- You are a class member if you purchased one or more of the following products between February 5, 2014 and October 19, 2018 (collectively, the “Covered Products”).
  - Black & Decker brand air fryers, blenders, can openers, coffee grinders, coffee makers, electric knives, food processors, grills, irons, juicers, kettles, mixers, quesadilla makers, rice cookers, skillets and other surface cookers, slow cookers, steamers and other container cookers, toasters, toaster ovens, and waffle makers; and
  - Farberware brand coffee urns and percolators, food processors, and toaster ovens.
- The Settlement offers partial refunds to qualifying class members of up to \$4.00 (one partial refund per household/physical address).

**Please read this notice carefully and in its entirety.**

**Your rights may be affected by the settlement of this lawsuit,  
and you have a choice to make now about how to act:**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>		<b>DEADLINE</b>
<b>SUBMIT A CLAIM FORM</b>	The only way to receive a monetary payment.	February 28, 2019
<b>EXCLUDE YOURSELF</b>	Receive no payment as part of this lawsuit. This is the only option that allows you to ever be part of any other lawsuit regarding the branding, identification of the manufacturer, identification of the warrantor, or the “cup” capacity of covered products purchased between February 5, 2014 and October 19, 2018.	January 14, 2019

<b>OBJECT</b>	Write to the Court about why you do not like the settlement.	January 14, 2019
<b>APPEAR IN THE LAWSUIT OR ATTEND A HEARING</b>	Speak in Court about the proposed settlement. (If you object to any aspect of the settlement, you <b>must</b> submit a written Objection by the Objection Deadline noted above.) You may enter your appearance in Court through an attorney at your own expense if you want by January 14, 2019.	March 22, 2019
<b>DO NOTHING</b>	You will receive no payment and have no right to sue later for the claims released by the settlement.	

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals are resolved. Please be patient.
- Any questions? Read on and visit [www.LiptaiClassSettlement.com](http://www.LiptaiClassSettlement.com).

**WHAT THIS NOTICE CONTAINS**

Basic Information.....4

    1. Why should I read this notice?.....4

    2. What is this lawsuit about? .....4

    3. What is class action?.....4

    4. Why is there a settlement? .....5

Who is in the Settlement.....5

    5. How do I know if I am part of the settlement? .....5

The Settlement Benefits – What You Get.....5

    6. What does the settlement provide? .....5

How You Get Benefits – Submitting a Claim Form.....6

    7. How can I get a payment from this settlement?.....6

    8. When will I receive my payment? .....6

    9. What am I giving up if I stay in the Settlement Class?.....6

Excluding Yourself From The Settlement .....6

    10. How do I exclude myself from the settlement? .....7

    11. If I do not exclude myself, can I sue the Defendants or anyone else for the same thing later?.....7

    12. If I exclude myself, can I get benefits from this settlement? .....7

The Lawyers Representing You.....7

**QUESTIONS? CALL 1-877-342-0827 OR VISIT [WWW.LIPTAICLASSSETTLEMENT.COM](http://WWW.LIPTAICLASSSETTLEMENT.COM)**

13.	Do I have a lawyer in this case?.....	7
14.	How will the lawyers be paid?.....	8
Objecting To The Settlement .....		8
15.	How do I tell the Court that I do not like the settlement?.....	8
16.	What is the difference between objecting and excluding?.....	8
The Court’s Fairness Hearing .....		8
17.	When and where will the Court decide whether to approve the settlement?.....	9
18.	Do I have to come to the hearing? .....	9
Appearing in the Lawsuit		
19.	Can I appear or speak about the Proposed Settlement? .....	9
20.	How can I appear in this lawsuit or speak at the hearing?.....	9
If You Do Nothing .....		9
21.	What happens if I do nothing at all? .....	9
Final Settlement Approval .....		10
22.	What is the effect of final settlement approval? .....	10
Getting More Information.....		10
23.	Are there more details about the settlement?.....	10
24.	How do I get more information?.....	10

## BASIC INFORMATION

<b>1. Why should I read this notice?</b>
--

If you purchased one or more Covered Products between February 5, 2014 and October 19, 2018, you have a right to know about a proposed settlement of a class action lawsuit and your options. The Circuit Court in Dane County in the State of Wisconsin has preliminarily approved the proposed settlement.

The Court ordered that Class Members have a right to know about a proposed settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the settlement. If the Court grants final approval to the settlement, and after any appeals are resolved, an administrator appointed by the Court will distribute the benefits under the settlement. The settlement website will provide updates regarding the progress of the settlement.

This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The case is known as *Liptai v. Spectrum Brands Holdings, Inc., et al.*, Case No. 2018CV000321. The person who sued is called the Plaintiff, and the companies he sued are called the Defendants.

## **2. What is this lawsuit about?**

This lawsuit is about the branding, identification of the manufacturer, identification of the warrantor, and the “cup” capacity of the covered products. Specifically, the Class Representative alleges that defendants misrepresented that the covered products are manufactured and warranted by Black & Decker and Farberware, when in fact they are not. The Class Representative also alleges that defendants represented that the coffee makers produce a certain number of “cups” but that they did not produce 8-fluid ounces per “cup.”

Defendants deny these allegations and the Court has not ruled who is correct. The parties reached an agreement to avoid the time and expense associated with further litigation.

## **3. What is a class action?**

In a class action, one or more people, called a Class Representative (in this case, Steven Liptai) sue on behalf of people who have similar claims. All of these people are a Class or Class Members. One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class. A judge in the Dane County Circuit Court in Wisconsin is overseeing this class action.

## **4. Why is there a settlement?**

The Court did not decide in favor of Plaintiff or Defendants. Instead, both sides agreed to a settlement. That way, they avoid the time and expense of going to trial. The Class Representative and his attorneys think the settlement is best for everyone because it provides an appropriate recovery now while avoiding the risk, expense, and delay of pursuing the case through trial and any appeals.

## **WHO IS IN THE SETTLEMENT**

## **5. How do I know if I am part of the settlement?**

The Court previously decided that everyone who fits the following descriptions is a Class Member:

All Persons who purchased one or more Covered Products between February 5, 2014 and October 19, 2018.

The term “Covered Product” means and refers to Black & Decker branded air fryers, blenders, can openers, coffee grinders, coffee makers, electric knives, food processors, grills, irons, juicers, kettles, mixers, quesadilla makers, rice cookers, skillets and other surface cookers, slow cookers, toasters, toaster ovens, and waffles; and Farberware branded coffee urns and percolators, food processors, and toaster ovens.

Excluded from the Settlement Class are: (i) all Persons who properly and timely opt out pursuant to this Agreement; (ii) Spectrum Brands and Defendants, and their respective employees; (iii) any Person who properly and timely opts out pursuant to this Agreement; (iv) federal, state, and local governments (including all agencies and subdivisions thereof (but employees thereof are not excluded)); and (v) the judges to whom this Action is assigned and any member of their immediate family.

If you are still not sure whether you are included in the Settlement Class, you can go to [www.LiptaiClassSettlement.com](http://www.LiptaiClassSettlement.com), or you can call (877) 342-0827, and ask for free help.

**QUESTIONS? CALL 1-877-342-0827 OR VISIT [WWW.LIPTAICLASSSETTLEMENT.COM](http://WWW.LIPTAICLASSSETTLEMENT.COM)**

## THE SETTLEMENT BENEFITS – WHAT YOU GET

### 6. What does the settlement provide?

If approved, the proposed settlement will provide for monetary benefits, notice/administration costs, class representative payment, non-monetary benefits to class members, and fees and costs for the lawyers who represented the settlement class. More specifically:

- A Court-appointed administrator will receive compensation to implement a class notice program and to assist in the processing of claims submitted by Settlement Class members.
- Settlement Class members who submit a timely and complete claim form will be entitled to receive a partial refund of up to \$4, depending on the number of approved claims.

Subject to Court approval, the Class Representative may also receive a service payment of up to \$2,500, for his time and effort acting as a class representative and for his willingness to bring this litigation on behalf of other consumers.

## HOW YOU GET BENEFITS – SUBMITTING A CLAIM FORM

### 7. How can I get a payment?

To qualify for a payment under the settlement, you must complete and submit a claim form.

You can obtain a claim form in one of three ways: (1) online at [www.LiptaiClassSettlement.com](http://www.LiptaiClassSettlement.com); (2) by phone at 1-877-342-0827; or (3) by mail to Liptai Class Settlement, c/o Digital Settlement Group, LLC, 8001 Broadway, Suite 200, Merrillville, IN 46410.

Read the instructions carefully and submit the claim form online no later than **February 28, 2019**.

Alternatively, you may also submit your claim form by mailing it to the following address:

Liptai Settlement  
Digital Settlement Group, LLC  
8001 Broadway, Suite 200  
Merrillville, IN 46410

It must be postmarked no later than **February 28, 2019**.

### 8. When will I receive my payment?

The Court will hold a hearing on **March 22, 2019**, to decide whether to approve the settlement. If the Court approves the settlement, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take up to a year or more. The settlement website will keep you informed of the progress of the settlement. Please be patient.

**9. What am I giving up if I stay in the Settlement Class?**

If you stay in the Settlement Class and the Court approves the settlement, you will release claims relating to the branding, identification of the manufacturer, identification of the warrantor, , and the “cup” capacity of Covered Products that you purchased between February 5, 2014 and October 19, 2018.

The full definition of Released Claims is set forth in the Settlement Agreement and provides as follows: any claim, liability, right, demand, suit, matter, obligation, lien, damage, punitive damage, exemplary damage, penalty, loss, cost, expense, debt, action, or cause of action, of every kind and/or nature whatsoever whether now known or unknown, suspected or unsuspected, asserted or unasserted, latent or patent, which any Releasing Party now has, or at any time ever had, regardless of legal theory or type or amount of relief or damages claimed, which: (i) in any way arises out of, is based on, or relates in any way to representations pertaining to the branding, identification of the manufacturer, identification of the warrantor, and/or the “cup” capacity of Covered Products; and/or (ii) is asserted in the First Amended Complaint filed in this Action.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want any benefits from this settlement, but you want keep the right to sue or continue to sue the Defendants or anyone else, on your own, about the legal issues in this case, then you must take steps to get out. This is called excluding yourself – or is sometimes referred to as opting out of the Settlement Class. Defendants may withdraw from and terminate the Settlement if a certain number of putative Settlement Class members exclude themselves.

**10. How do I exclude myself from the settlement?**

To exclude yourself from the settlement, you must submit a letter by mail saying that you want to be excluded from the Settlement Class in *Steven Liptai v. Spectrum Brands Holdings, Inc.*. Be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request so that it is postmarked no later than **January 14, 2019**, to:

Liptai Settlement  
Digital Settlement Group, LLC  
8001 Broadway, Suite 200  
Merrillville, IN 46410

You cannot exclude yourself by phone or by e-mail. If you mail an exclusion request by the deadline, you will not be able to request a settlement payment and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) for these claims in the future.

**11. If I do not exclude myself, can I sue the Defendants or anyone else for the same thing later?**

No. If you do not properly and timely submit a request for exclusion, you waive your right to opt out and will be deemed to be a member of the Settlement Class. Unless you exclude yourself, you give up the right to sue the Defendants or anyone else for the claims resolved by this settlement (see question no. 9 above).

You must exclude yourself from the Settlement Class to participate in any litigation against the Defendants

**QUESTIONS? CALL 1-877-342-0827 OR VISIT [WWW.LIPTAICLASSSETTLEMENT.COM](http://WWW.LIPTAICLASSSETTLEMENT.COM)**

or anyone else regarding the claims resolved by this settlement. Remember, the exclusion deadline is **January 14, 2019**.

**12. If I exclude myself, can I get benefits from this settlement?**

No. If you exclude yourself, do not send in a claim form to ask for any benefits. But, you may sue, continue to sue, or be part of a different lawsuit.

**THE LAWYERS REPRESENTING YOU**

**13. Do I have a lawyer in this case?**

The Settlement Class is represented by Ademi & O'Reilly, LLP and Vozzolo LLC.

The lawyers are called Class Counsel. 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.

**14. How will the lawyers be paid?**

From the inception of the litigation to the present, Class Counsel has not received any payment for their services in prosecuting the case or obtaining settlement, nor have they been reimbursed for any out-of-pocket expenses they have incurred. When they ask the Court to approve the settlement, Class Counsel will also make a motion to the Court for an award of attorneys' fees of up to \$550,000 and an award of costs/expenses of up to \$10,000. No matter what the Court decides with regard to the requested attorneys' fees, Class members will never have to pay anything toward the fees or expenses of Class Counsel. Class Counsel will seek final approval of the settlement on behalf of all Class members.

The Court may award less than these amounts.

**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 tell the Court that I do not like the settlement?**

If you are a Settlement Class member, you can object to the settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. (If you object, you can still participate in the settlement – and receive money if it is approved – notwithstanding your objection.)

To object, you must submit a letter saying that you object to the Liptai Settlement. The objection must include the following: (i) the name of this Action; (ii) the objector's full name, address, and telephone number (and, if applicable, the objector's lawyer's full name, address, and telephone number; (iii) a statement of his or her membership in the Settlement Class, including a verification under oath of Product(s) purchased and, to the extent known, the location, approximate date, and approximate price paid; (iv) a written statement of all grounds for the objection, including any legal support for the objection; (v) copies of any papers, briefs, or other documents upon which the objection is based; (vi) a list of any and all Persons who will be called to testify in support of the objection; (vii) a statement of whether the objector or the objector's attorney intends to appear at the Final Approval Hearing; (viii) a list and copies

**QUESTIONS? CALL 1-877-342-0827 OR VISIT [WWW.LIPTAICLASSSETTLEMENT.COM](http://WWW.LIPTAICLASSSETTLEMENT.COM)**

of any and all exhibits that the objector or the objector's lawyer intends to offer at the Final Approval Hearing; (ix) the identify of any current or former lawyer who may be entitled to compensation for any reason related to the objection; (x) a list of any other objections submitted by the Settlement Class member and/or his attorney(s) to any proposed class settlement in any state or federal court within the previous 5 years. To be timely, objections must be filed with the Court and mailed to the Settlement Administrator, that is received no later than **January 14, 2019**. **The address for the Court is provided in Section 17 and the address for the Settlement Administrator is provided in Section 10.**

**16. What is the difference between objecting and excluding?**

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you. If you object, you still can submit a claim form.

**THE COURT'S FAIRNESS HEARING**

The Court will hold a 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 Fairness Hearing in this case on **March 22, 2019, at 2:00 p.m.**, at the Dane County Circuit Court, 215 S. Hamilton Street, Madison, Wisconsin 53703, in Courtroom 8107. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Settlement Class Counsel and the Class Representative. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

**18. Do I have to come to the hearing?**

No. Settlement Class Counsel will answer any questions from the Court regarding the settlement. However, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

**APPEARING IN THE LAWSUIT**

**19. Can I appear in this lawsuit or speak at the hearing?**

As long as you do not exclude yourself, you can (but do not have to) participate and speak for yourself in this lawsuit and settlement. This is called making an appearance. You can also have your own lawyer appear in court and speak for you, but you will have to pay for the lawyer yourself.

**20. How can I appear in this lawsuit or speak at the hearing?**

If you want yourself or your own lawyer (instead of Class Counsel) to participate or speak for you in this lawsuit or speak at the hearing, you must send a letter saying that it is your “Notice of Intention to Appear in *Steven Liptai v. Spectrum Brands Holdings, Inc.*” Be sure to include your name, address, telephone number, and you or your lawyer’s signature. If your lawyer intends to speak at the fairness hearing, your letter must also include the name, address, and telephone number of your lawyer.

Your Notice of Intention to Appear must be submitted to the Clerk of the Court and mailed to the Settlement Administrator by no later than **January 14, 2019**.

**IF YOU DO NOTHING**

**21. What happens if I do nothing at all?**

If you do nothing, you will not get any money from this settlement. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit about the legal issues in this case for any of the released claims above.

**FINAL SETTLEMENT APPROVAL**

**22. What is the effect of final settlement approval?**

If the Court grants final approval of the settlement, all members of the Settlement Class will release and forever discharge any and all claims or causes of action that have been, might have been, are now, or could have been brought relating to the transactions, actions, conduct and events that are the subject of this action or settlement, arising from or related to the allegations in the complaint filed in the Action or pertaining to the branding, identification of the manufacturer, identification of the warrantor, and/or the “cup” capacity of the Covered Products.

If the settlement is not approved, the case will proceed as if no settlement had been attempted. There can be no assurance that if the settlement is not approved and litigation resumes, the Class will recover more than is provided for under the settlement, or will recover anything.

**GETTING MORE INFORMATION**

**23. Are there more details about the settlement?**

This notice summarizes the proposed settlement. More details are in the Settlement Agreement, which is available on the settlement website and by writing to the Claims Administrator at:

Liptai Settlement  
Digital Settlement Group, LLC  
8001 Broadway, Suite 200  
Merrillville, IN 46410

**24. How do I get more information?**

You can visit the settlement website at [www.LiptaiClassSettlement.com](http://www.LiptaiClassSettlement.com), where you will find answers to common questions about the settlement, a claim form, plus other information. You may also call 1-877-342-0827 or contact Settlement Class Counsel at Ademi & O'Reilly, LLP, 3620 Easy Layton Avenue, Cudahy, WI 53110, (414) 482-8000.

October 19, 2018

The Honorable Valerie L. Bailey-Rihn, Dane County Circuit Court

**PLEASE DO NOT CALL OR DIRECT ANY INQUIRIES TO THE COURT.**

**This Notice is given with the approval and at the direction of the Court.**