

## **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

*Jeffrey Koenig, et al. v. VIZIO, Inc.*, Case No. BC 702266, in the Superior Court of California, County of Los Angeles

**If you bought a new VIZIO television in the State of California after April 30, 2014, you may be entitled to payment from a class action settlement. The settlement described below is subject to final approval by the Court. If you are a member of the Settlement Class, you will still need to submit a claim to receive certain benefits. Please read carefully below.**

*The Superior Court for the State of California authorized this Notice.*

*It is not junk mail, spam, an advertisement, or a solicitation from a lawyer.*

*You are not being sued. Please read this Notice carefully because it explains your rights.*

- The Settlement resolves a lawsuit alleging that VIZIO’s advertisement of certain of its Televisions as having a “120Hz Effective Refresh Rate” or “240Hz Effective Refresh Rate” was false and misleading. VIZIO denies all of Plaintiff’s allegations and contends that it properly advertised and labeled each television.
- The Settlement defines the Settlement Class as all individuals who purchased a VIZIO television in California in the Class Period that was advertised as having a “120Hz Effective Refresh Rate” or “240Hz Effective Refresh Rate.” The Class Period extends from April 30, 2014, through the date that the Court enters final judgment following the final approval hearing currently scheduled for June 20, 2024.
- The two sides disagree on whether Plaintiff and the Settlement Class could have prevailed at trial. By entering into the Settlement, VIZIO has not conceded the truth or validity of any of the claims against it.
- To resolve the lawsuit, Plaintiff and VIZIO, Inc. (“VIZIO”) have agreed to the following relief for the Settlement Class. VIZIO has agreed to (i) stop the advertising practices; (ii) provide enhanced services and a limited one-year warranty to all Settlement Class Members; and (iii) pay \$3,000,000 (“Settlement Awards”) in full and complete settlement and release of all claims. The Court will need to grant final approval of this Settlement before the Settlement Class receives any benefits. Please see details below.
- An attorneys’ fee award to be determined by the Court, notice and administration costs, and any incentive award to the Class Representatives to be determined by the Court will be paid separately and apart from the Settlement Awards.
- If the Court grants final approval of this Settlement, the Settlement Awards will be paid at up to \$50 per valid Claim and subject to *pro rata* decrease, depending on the number of all approved Claims submitted.
- Your legal rights may be affected whether you act, or don’t act. Read this Notice carefully.

## **Your Legal Rights and Options In This Settlement:**

SUBMIT A CLAIM FORM	If you submit a valid Claim Form by March 30, 2024, you will receive a payment, and will give up certain rights to sue VIZIO.
EXCLUDE YOURSELF FROM THE CASE	This is the only option that allows you to sue VIZIO on your own regarding the legal claims in this case, but you will not receive compensation or other benefits under the Settlement. The deadline for excluding yourself is February 29, 2024.
OBJECT TO THE SETTLEMENT	Write to the Court about why you do not like the Settlement. The deadline for objecting is February 29, 2024.
DO NOTHING	If you do nothing, you will receive no money from the Settlement, but you may still be eligible to obtain the enhanced service or warranty. You will still give up certain rights to sue VIZIO.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case has still to decide whether to approve the Settlement. Compensation will be paid only if the Court approves the Settlement and after appeals are resolved, if any.

## **BASIC INFORMATION**

### **1. Why was this Notice issued?**

This Notice was issued because a Court has certified the Settlement Class for settlement purposes only, and your rights may be affected. Note that the Court must grant final approval of the Settlement for the Settlement Class to receive any benefits under this Settlement.

If you bought a new VIZIO television after April 30, 2014 in California, you may have legal rights and options in this case. This Notice explains these issues. Judge Kenneth R. Freeman of the Superior Court of California, County of Los Angeles is overseeing this class action. The case is known as *Jeffrey Koenig, et al. v. VIZIO, Inc.*, Case No. BC 702266 (the “Action”). The person who sued is called the Plaintiff. The company he sued, VIZIO, Inc., is called the Defendant or VIZIO.

### **2. Why is this a class action?**

In a class action, one or more people, called “Class Representatives” (in this case, Jeffrey Koenig), sue on behalf of all people who have similar claims. Together, these people are called a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. Here, the Court has certified the Settlement Class for settlement purposes. More information about why this is a class action can be found in the Court’s Class Certification Order, which is available at [www.RefreshRateClassAction.com](http://www.RefreshRateClassAction.com).

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

The Court did not decide in favor of Plaintiff or VIZIO. Plaintiff thinks he would have prevailed at trial. VIZIO thinks the Plaintiff would not have won anything from a trial. But there was no trial. Instead, both sides agreed to this Settlement. That way, both sides avoid the risk and cost of a trial, and the Settlement Class Members will receive compensation if the Court grants final approval of the Settlement. The Class Representative and his attorneys think the Settlement is best for all Settlement Class Members.

## **THE CLAIMS IN THE LAWSUIT**

### **4. What is the lawsuit about?**

The lawsuit claims that VIZIO violated the California Consumers Legal Remedies Act, California's False Advertising Law, and California's Unfair Competition Law when it advertised certain of its Televisions as having a "120Hz Effective Refresh Rate" or "240Hz Effective Refresh Rate." VIZIO denies these claims. More information can be found in the Class Action Complaint, available at [www.RefreshRateClassAction.com](http://www.RefreshRateClassAction.com).

## **MEMBERS OF THE SETTLEMENT CLASS**

### **5. How do I know if I am a part of the Settlement Class?**

The Court has certified the "Settlement Class" for settlement purposes. The Settlement Class is defined as:

All individuals who purchased a VIZIO television in California during the Class Period that was advertised as having a "120Hz Effective Refresh Rate" or "240Hz Effective Refresh Rate."

The Class Period is April 30, 2014, through the date that the Court enters final judgment following the final approval hearing currently scheduled for June 20, 2024. Excluded from the Settlement Class are all persons who: validly opt out of the Settlement in a timely manner; governmental entities; counsel of record (and their respective law firms) for the Parties; Defendant and any of its parents, affiliates, subsidiaries, and all its respective employees, officers, and directors; the presiding judge in the Action or judicial officer presiding over the matter, and all of their immediate families and judicial staff; and any natural person or entity that entered into a release with Defendant prior to the Effective Date concerning the Televisions.

If you are not sure whether you are a Settlement Class Member, or if you have any other questions about the Settlement, visit the Settlement Website at [www.RefreshRateClassAction.com](http://www.RefreshRateClassAction.com), or call the toll-free number for the Settlement Administrator, 1-877-933-3286. You may also write to the Settlement Administrator with questions addressed to VIZIO Class Action Settlement, c/o A.B. Data Ltd., P.O. Box 173110, Milwaukee, WI 53217.

## **THE SETTLEMENT BENEFITS**

### **6. What does the Settlement provide?**

If the Court grants final approval of the Settlement, the Settlement will provide the following benefits to Settlement Class Members who have not timely excluded themselves:

A. Claim Process. VIZIO agrees to establish a non-reversionary Settlement Fund of Three Million Dollars (\$3,000,000) cash against which all Settlement Class Members who do not timely exclude themselves may submit a claim for up to \$50 for each Television subject to potential *pro rata* decrease depending on the number of all approved Claims submitted.

B. Enhanced Service and Warranty Package for Settlement Class Members. For one year after the Court grants final approval of the Settlement, VIZIO agrees to establish and provide Settlement Class Members who have not timely excluded themselves access to a service and warranty package conservatively valued at \$25:

- 1) Phone service line, dedicated to providing picture quality settings optimization services for Settlement Class Members; and
- 2) Limited one-year warranty (regardless of current warranty status) for Settlement Class Members on picture quality issues experienced during display of content, as defined in the terms and conditions, with repair or replacement provided at VIZIO's option if issue is due to an identifiable defect in materials or workmanship when the product is used normally in accordance with VIZIO's user guides and manuals. The terms and conditions for the services and limited warranty are available at [www.refreshrateclassaction.com/Home/CourtDocs](http://www.refreshrateclassaction.com/Home/CourtDocs).

C. Injunctive Relief. Defendant agrees to the following injunctive relief: for new VIZIO-branded television models sold after the date the Court enters the Final Approval Order, Defendant shall refrain from labeling such televisions as having an "effective refresh rate" measured in hertz (Hz), including "120Hz Effective Refresh Rate" or "240Hz Effective Refresh Rate." VIZIO shall not be obligated to recall or modify labeling for any VIZIO-branded television model that has already been sold or distributed. This stipulated injunction shall remain in effect in perpetuity, or until such time as VIZIO seeks relief from the Court based on good cause shown.

#### **7. How much will my payment be?**

Your Settlement Award will depend on the number of valid Claims that Settlement Class Members submit. Settlement Awards are up to \$50 per valid Claim and may be subject to *pro rata* decrease, depending on the number of all approved Claims submitted. The \$3,000,000 Settlement Fund represents the maximum combined value of all Settlement Awards.

#### **8. What am I giving up to stay in the Settlement Class?**

In exchange for the monetary and other benefits provided in the Settlement, Settlement Class Members will fully and finally release the "Released Parties" (defined below) from the "Released Claims" (defined below). This means that if the Court grants final approval of this Settlement, you are a Settlement Class Member and you do not timely request exclusion from the Settlement, you will no longer be able to sue the Defendant regarding any of the claims described in the Settlement Agreement. The Released Claims become effective only if the Settlement becomes Final and Defendant fully funds the maximum Settlement Awards in accordance with the Settlement.

"Released Claims" means all claims, obligations, demands, actions, and causes of action of any kind or nature whatsoever, whether at law or equity, arising under federal, state, or local law, that Plaintiff or Settlement Class Members ever had, now have, or may have against the Released Parties that reasonably arise out of or reasonably relate to the facts and/or claims set forth in the Action during the Class Period, including the relief provided for in the Settlement Agreement, subject to any rights to enforce the Court's Final Approval Order.

“Released Parties” means the Defendant, each of its subsidiaries, and each of their present and former predecessors, successors, assigns, parent companies, divisions, executives, officers, directors, representatives, employees, stockholders, attorneys, and agents.

The Settlement Agreement is available for review at the Settlement Website [www.RefreshRateClassAction.com](http://www.RefreshRateClassAction.com). The Settlement Agreement describes the Released Claims and the Released Parties with specific descriptions in necessary, accurate legal terminology, so read it carefully. The Settlement Website also contains the Complaint referenced in the Released Claims.

## THE LAWYERS REPRESENTING YOU

### 9. Do I have a lawyer in this case?

Yes. The Court has appointed Milberg Coleman Bryson Phillips Grossman PLLC, Crueger Dickinson LLC, Hudock Law Group S.C, and Nelson & Fraenkel LLP, as Class Counsel to represent you and the Class in this case. These lawyers have experience handling similar cases. More information about these lawyers and their law firms is available at <https://milberg.com>, <https://cruegerdickinson.com>, <https://law-hlg.com>, and <https://nflawfirm.com>.

### 10. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is representing you and all the other members of the Settlement Class. If you want someone other than Class Counsel to speak for you, you may hire your own lawyer at your own expense.

### 11. How will the cost of the lawsuit and Settlement be paid?

The Court has preliminarily awarded \$9,975,000 in attorneys’ fees and costs, and up to \$250,000 in notice and administration costs, subject to final approval of the Court. If the Court grants final approval, these fees and costs will be paid separately and apart from the Settlement Fund. The requested fees pay Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement. The Court has awarded payment of \$25,000 to Jeffrey Koenig for his services as Class Representative, also subject to final approval, to be paid separately and apart from the Settlement Fund. You are not personally responsible for any payments, and none of these payments will reduce the benefits available and paid to Settlement Class Members.

## HOW TO APPLY FOR COMPENSATION

### 12. How can I get compensation under the Settlement?

You do NOT have to submit a Claim Form to be eligible for the enhanced service or warranty benefits.

You DO have to submit a Claim Form to obtain compensation of up to \$50 for each Television subject to potential *pro rata* decrease depending on the number of all approved Claims submitted. A Claim Form is available on the internet at [www.RefreshRateClassAction.com](http://www.RefreshRateClassAction.com). Read the instructions carefully, fill out the form, sign it, and submit it online no later than March 30, 2024. You may also submit a Claim Form by mail if postmarked by no later than March 30, 2024. Claims may be made for up to seven televisions per residential address. Additionally, no more than seven televisions may be claimed by a Settlement Class Member.

To receive a Settlement Award, Settlement Class Members must attest under penalty of perjury that they qualify as a member of the Settlement Class, that they purchased a VIZIO Television during the Class Period, and that the information supplied in the Claim Form is true and correct to the best of the Settlement Class Member's knowledge. For a Claim to be considered valid, each Settlement Class Member must enter the following information into the Claim Form: (1) Television model number(s), (2) approximate date(s) of purchase, and (3) the place(s) of purchase (selling retailer name and state of purchase). For online purchases, the place of purchase is your state of residence at the time of the purchase.

Additionally, for a Claim to be valid, each Settlement Class Member must provide "proof of purchase" concurrently with the Claim Form by submitting one (1) of the following:

- A copy of the receipt(s) of the Television purchase (must identify Television model number, date of purchase, and selling retailer, and if an online purchase, your state of residence); or
- The serial number of the Television(s); or
- A picture of the identifying information of the Television(s); or
- A statement under penalty of perjury that the Settlement Class Member sold, donated, gave away, or recycled the Television(s), with a statement including the TV model number, approximate date and location of purchase, and approximate date of disposal or sale.

A list of VIZIO TV models in the Settlement Class is here:

[www.refreshrateclassaction.com/Home/ModelList](http://www.refreshrateclassaction.com/Home/ModelList).

### **13. When would I receive compensation?**

The Court will hold a hearing on June 20, 2024, to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Everyone who sends in a Claim Form will be informed of the progress of the Settlement through information posted at [www.RefreshRateClassAction.com](http://www.RefreshRateClassAction.com). Please be patient.

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

### **14. How do I get out of the Settlement?**

If you do not want a Settlement Award under this Settlement, and you want to keep the right to sue VIZIO regarding its marketing that is the subject of the Action, then you must take steps to get out of the Settlement Class. This is called excluding yourself from, or opting out of, the Settlement Class.

To exclude yourself from the Settlement, you must send a request to the Class Action Settlement Administrator that (a) states your name, address, and phone number; (b) is personally signed by you (if by U.S. Mail or fax); and (c) expressly state your desire to be excluded. A Request for Exclusion shall not be invalid for failure to provide all the requested information so long as the Settlement Administrator can ascertain your status as a Settlement Class Member and your desire to exclude himself or herself from the Settlement Class.

You must send your exclusion request no later than February 29, 2024 to the Class Action Settlement Administrator at one of the following: by mail to VIZIO Class Action Settlement, c/o A.B. Data Ltd., P.O. Box 173110, Milwaukee, WI 53217, by emailing [info@refreshrateclassaction.com](mailto:info@refreshrateclassaction.com), or by fax to 414-961-6677.

**15. If I do not exclude myself, can I sue Defendant for the same thing later?**

No. If you do not exclude yourself, you give up any right to sue VIZIO for the claims that this Settlement resolves.

**16. If I exclude myself, can I get compensation under this Settlement?**

No. If you ask to be excluded, you will not get any compensation under the Settlement, and you cannot object to the Settlement.

## OBJECTING TO THE SETTLEMENT

**17. How do I tell the Court that I do not agree with the Settlement?**

Any Settlement Class Member may object to the proposed Settlement, or any aspect of it, including the amount of attorneys' fees and expenses to be paid to Class Counsel or the amount of the Service Award to be paid to the Class Representative, either: (1) in writing; or (2) verbally at the final approval hearing. A written objection should be sent to the Settlement Administrator (via U.S. Mail, email, or fax) no later than February 29, 2024 to the following:

VIZIO Class Action Settlement  
c/o A.B. Data Ltd.  
P.O. Box 173110, Milwaukee, WI 53217  
Email: [info@refreshrateclassaction.com](mailto:info@refreshrateclassaction.com)  
Fax to 414-961-6677

A written objection should contain: (1) the case name and case number of this Action (*Jeffrey Koenig, et al. v. VIZIO, Inc.*, Case No. BC 702266); (2) your full name, current address, and phone number; (3) facts indicating that you are a Settlement Class Member; (4) why you do not like the Settlement or any portion thereof; (5) the identity of any counsel who represent you, if any; and (6) your signature. While a failure to include any of this information will not invalidate your objection, including the information will assist the Court in understanding the basis for your objections.

Settlement Class Members who wish to verbally object to the Settlement may do so by appearing (or having his or her attorney appear) at the Final Approval Hearing, either in person or remotely. No notice of appearance is required.

Any Settlement Class Member who files or verbally raises an objection remains eligible to receive benefits from the Settlement, unless the Settlement Class Member submits a timely and valid request for exclusion. If the Court overrules any objections and grants final approval of the Settlement, any Settlement Class Member who submitted an objection but did not submit a timely and valid request for exclusion will be bound by the Settlement as approved by the Court, including the Released Claims. (*See* Section 8 above.)

**18. What is the difference between objecting and excluding myself from the Settlement?**

Objecting means 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 from the Settlement means that you do not want to be part of the Settlement Class. If you exclude yourself, then you have no basis to object to the Settlement.

## IF YOU DO NOTHING

### 19. What happens if I do nothing at all?

If you do nothing, you will remain a member of the Settlement Class and you will give up your rights to sue VIZIO; while you remain eligible to receive the enhanced service and warranty benefits, you will not receive a Settlement Award because you must submit a valid Claim Form in order to receive compensation under this Settlement.

## THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend, and you may ask to speak at, the Final Approval Hearing. **If you intend to appear at the Final Approval Hearing, it is important to visit the Los Angeles County Superior Court website at [www.lacourt.org](http://www.lacourt.org) to determine whether there are any social distancing or Covid-19 related guidelines for in-person court appearances. If you have questions about the Settlement, you do not have to wait until the Final Approval Hearing to ask them. If you wish, you may contact the Settlement Administrator at 1-877-933-3286, visit the Settlement Website at [www.RefreshRateClassAction.com](http://www.RefreshRateClassAction.com), or contact Class Counsel as provided in Section 23 below.**

The Court will hold a “Final Approval Hearing” on **June 20, 2024, at 10:00 a.m.**, in **Department 014** at the Superior Court of California for the County of Los Angeles, located at **312 N. Spring St., Los Angeles, CA 90012**. The hearing may be moved to a different date, time and/or location without additional notice, but any change of date, time, or location will be posted on the Settlement Website at [www.RefreshRateClassAction.com](http://www.RefreshRateClassAction.com). 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 also decide how much to pay Class Counsel for their fees and reimbursement of their expenses, Class Representative for his Service Award, the Settlement Administrator for the costs of administering the Settlement, and consider any objections to the amounts requested.

### 21. Do I have to come to the hearing?

No. Class Counsel will appear on behalf of the Settlement Class. But, you are welcome to come, or have your own lawyer appear, at your own expense.

### 22. May I speak at the hearing?

You, or any lawyer you retain, may ask the Court for permission to speak at the Final Approval Hearing. You cannot speak at the hearing if you excluded yourself from the Settlement.



## GETTING MORE INFORMATION

### 23. Is this the entire Settlement?

No. This Notice is only a summary of the proposed Settlement. More information about the lawsuit and the precise terms and conditions of the Settlement is available at [www.RefreshRateClassAction.com](http://www.RefreshRateClassAction.com), or by calling toll-free 1-877-933-3286, or by writing to VIZIO Class Action Settlement, c/o A.B. Data Ltd., P.O. Box 173110, Milwaukee, WI 53217, or by contacting Class Counsel at the information listed immediately below.

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**Please do not telephone the Court or the Court Clerk's Office to inquire about this Settlement or the Claims Process.**