

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

*Miley v. Belkin International, Inc.*

Superior Court of the State of California, County of Los Angeles

Case No. 20STCV00033

### **READ THIS NOTICE CAREFULLY YOUR LEGAL RIGHTS MAY BE AFFECTED**

**If you purchased a Belkin power bank between January 2, 2016 and April 16, 2024, while located in California, a Settlement in this case may affect your rights and may entitle you to a one-time Voucher or Alternative Cash Payment.**

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

- Belkin International, Inc. (“Defendant” or “Belkin”) has agreed to a settlement (“Settlement”) involving its power bank products sold in the State of California between January 2, 2016, and April 16, 2024 (the “Class Period”).
- The Settlement provides an opportunity to receive a one-time voucher in the amount of Five Dollars (\$5.00) (“Voucher”) that can be used to purchase items on Defendant’s website, [www.belkin.com](http://www.belkin.com), or alternatively, a cash payment in the amount of Two Dollars (\$2.00) (“Alternative Cash Payment”) to resolve claims of alleged breach of warranty by Defendant relating to the milliampere-hour (“mAh”) representations on the packaging and advertisements of its power banks. Defendant disputes the claims and contentions asserted by Lenore Miley, the plaintiff in this class action (hereinafter, “Plaintiff”), and expressly denies that it has violated or attempted to violate the law or breached any duties owed to Plaintiff or members of the Class.
- Your legal rights are affected whether you act or do not act. ***Read this notice carefully.***

### **YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>SUBMIT A CLAIM FORM BY MARCH 30, 2026</b>	<p>If you wish to receive a Voucher or Alternative Cash Payment, read this Notice for information on how to file a claim. If you received an email or mailed notice of this settlement with a Unique ID #, you <b><u>do not</u></b> need to submit a claim to receive a Voucher. To receive an Alternative Cash Payment instead of a Voucher, you must submit an Exchange Request on the Settlement Website or by mail to the Settlement Administrator. If you did not receive an email or mailed notice with a Unique ID #, and you would like to receive a Voucher or Alternative Cash Payment, <b><u>you must</u></b> submit a Claim Form by <b>March 30, 2026</b>.</p> <p>You <b><u>will</u></b> be bound by the terms of the Settlement even if you do not submit a Claim Form. Submitting a Claim Form is the only way to receive a Voucher or Alternative Cash Payment if you did not receive a mail or email notice from the Settlement Administrator.</p>
<b>Object to the Settlement by March 30, 2026</b>	<p>You may object to the Settlement by writing to the Court about why you do not like the Settlement. Even if you object, you remain part of the Settlement Class.</p> <p>Your objection should be submitted to the Settlement Administrator and postmarked by <b>March 30, 2026</b>.</p>
<b>Participate in the Hearing on June 12, 2026</b>	<p>If you object, you or your attorney may speak in court to the judge about the Settlement at the Final Approval Hearing on <b>June 12, 2026</b>. Your objection should indicate whether you or your attorney wish to appear at the Final Approval Hearing.</p>
<b>Do Nothing</b>	<p>If you did not receive an email or mailed notice of this Settlement with an Unique ID #, and you do nothing with respect to this Notice, you will not receive any Voucher or Alternative Cash Payment, and you will be bound by the terms of the Settlement including the release of claims described below.</p>

The Court in charge of this case must still decide whether to grant final approval of the Settlement. Vouchers and Alternative Cash Payments will be issued if the Court grants final approval and after appeals, if any, are resolved. Please do not telephone the Court or its clerk’s office to inquire about the Settlement or the process to submit a Claim Form. Such inquiries should be directed to the Settlement Administrator. Please be patient.

**THESE RIGHTS AND OPTIONS, INCLUDING THE DEADLINES BY WHICH TO EXERCISE THEM, ARE EXPLAINED IN THIS NOTICE BELOW**

### **Why did I get a notice?**

A Court has authorized this notice because you have a right to know about the proposed Settlement and your options before the Court decides whether to “finally approve” 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. If you purchased a Belkin power bank between January 2, 2016, and April 16, 2024, while located in California, you qualify as a Class Member under the Settlement. If you received this notice via email or mail, it is because records made available to the Settlement Administrator indicate that you may have purchased one of Defendant’s power banks in the State of California during the Class Period.

The Honorable Carolyn B. Kuhl (the “Judge”) of the Superior Court of California, County of Los Angeles, is overseeing this class-action lawsuit, entitled *Miley v. Belkin International, Inc.*, Case No. 20STCV00033 (the “Lawsuit”). Lenore Miley, the Plaintiff, is the person who has made the allegations against Defendant.

### **What is the Case About?**

Plaintiff alleges that Defendant breach a warranty by misrepresenting the mAh numbers listed on the packaging and advertisements of its power banks because the mAh number Defendant used referred to the size of the power bank’s internal battery and not the amount of power the power bank was able to deliver. Defendant disputes the claims and contentions asserted by Plaintiff in this class action and expressly denies that it has violated or attempted to violate the law or breached any warranty to Plaintiff or members of the Class.

### **Why is This a Class Action?**

In a class action, one or more persons, called “class representatives” asserts claims on behalf of people who have similar claims. All of these people are the “Class” or “Class Members.” One court resolves issues for all Class Members, except for those who exclude themselves from (or “opt out” of) the Settlement. The Class Representative in this Lawsuit is the Plaintiff identified above. The Class Representative and her attorneys believe that the Settlement is best for all Settlement Class Members.

### **Am I a Class Member?**

The Court has preliminarily approved a class action for settlement purposes only. You are a Class Member and eligible to submit a Claim Form if you fit the following description:

All consumers who purchased any Belkin power bank in California between January 2, 2016, and April 16, 2024.

Excluded from the Class are any of Belkin’s officers, directors, or employees; officers, directors, or employees of any entity in which Belkin currently has or has had a controlling interest; and Belkin’s legal representatives, heirs, successors, and assigns.

**If you received a notice of this proposed settlement by email or mail, the Parties have records indicating that you are a member of the Class. You might be a member even if you did not receive notice by email or mail.**

### **Why is There a Settlement?**

The Court did not decide in favor of Plaintiff or Defendant. Instead, the Parties have agreed to this Settlement to avoid further expense, inconvenience, distractions and uncertainties of burdensome and protracted litigation. The Court has not found that Defendant broke any laws or did anything wrong, and the Judge did not decide which side was right. The Class Representative and her attorneys believe the Settlement is fair and reasonable for the Settlement Class.

### **What Can I Get From The Settlement?**

Each Class Member may receive either a one-time Voucher in the amount of Five Dollars (\$5.00) that can be used towards a single transaction on Defendant’s website ([www.belkin.com](http://www.belkin.com)) up to one (1) year from the date of issuance or, alternatively, a one-time payment of Two Dollars (\$2.00). Defendant also will implement changes to the product packaging of its power banks indicating that the mAh number is associated with the internal battery, not the power bank’s output.

You may make only one claim, regardless of the number of Belkin power banks you purchased during the period from January 2, 2016, through April 16, 2024. **Please note that the Settlement Administrator may use available records to investigate the accuracy of claims.**

### **What Do I Need to Do To Receive a Settlement Payment?**

**If you received email notice or mail notice of this Settlement with a Unique ID #, you do not need to do anything to receive a \$5.00 Voucher. To receive an Alternative Cash Payment instead of an automatic Voucher, you must submit an Exchange Request on the Settlement Website ([www.MileyClassActionSettlement.com](http://www.MileyClassActionSettlement.com)) or by mail to the Settlement Administrator. A printable version of the Exchange Request will be made available on the Settlement Website.**

**If you did not receive email notice or mail notice with a claim number, you must submit a Claim Form on the Settlement Website or complete a Claim Form and return it to the Settlement Administrator by mail no later than March 30, 2026.**

**You are required to provide proof of purchase with your Claim Form, such as a receipt or any document issued by a retailer or Belkin that shows that the product was sold to the purchaser.** You may obtain a hard copy Claim Form from the Settlement Website, [www.MileyClassActionSettlement.com](http://www.MileyClassActionSettlement.com), by calling 1-800-903-4168, or by writing to the Settlement Administrator at Apex Class Action LLC PO Box 54668, Irvine, CA 92619. You also may submit a completed Claim Form online at the Settlement Website, [www.MileyClassActionSettlement.com](http://www.MileyClassActionSettlement.com). Claim Forms provide Class Members with an option to receive a Voucher or Alternative Cash Payment, so there is no need to submit both a Claim Form and Exchange Request unless you choose to change the form of payment indicated on the Claim Form before March 30, 2026.

**If you move or change your email address after you receive the class notice or after submitting a claim, please update your mailing address or email address on the Settlement Website or contact the Settlement Administrator to do so.**

### **What Am I Giving Up to Get Settlement Benefits or Stay In the Class?**

As a Class Member, you will be bound by the terms of the Settlement and all of the Court's orders. This means that you cannot sue or be part of any other lawsuit against Defendant or its related parties about the issues in this case. Being a Class Member also means that you agree to the following release of claims, which describes the legal claims that you give up:

**Release by the Settlement Class.** Upon entry of the Judgment and following funding of the Settlement, Class Representative, for herself and on behalf of each member of the Class who has not submitted a valid and timely request for exclusion from the Class, and her respective heirs, assigns, successors, agents, attorneys, executors, and representatives, shall be deemed to have, and by operation of the Judgment shall have, fully, finally and irrevocably released Defendant and, whether or not specifically named herein, each of its past or present directors, officers, employees, agents, shareholders, members, investors, insurers, reinsurers, advisors, consultants, representatives, partners, the affiliates identified specifically here: Foxconn Interconnect Technology, related companies, parents, subsidiaries, joint venturers, independent contractors, service providers, vendors, divisions, predecessors, successors, and assigns, from any and all liabilities, claims, causes of action, damages, penalties, costs, attorneys' fees, losses, or demands, whether known or unknown, existing or potential, suspected or unsuspected, that as of the Effective Date, that (1) were or could have been asserted in the Action, based on, arising out of, or reasonably relating to, the claims in the Complaint involving Defendant's alleged representations or omissions concerning the output capacity of Belkin power banks, including but not limited to representations of "mAh"; and/or (2) arise out of the institution, prosecution, assertion, defense, settlement, or resolution of the Action (collectively, the "Released Claims"). Excluded from Released Claims are any and all claims for personal injury and/or wrongful death.

### **When Can I Expect To Receive My Settlement Payment?**

The Court will hold a hearing on **June 12, 2026**, to decide whether to give final approval to the Settlement. You will be kept informed of the progress of the Settlement through the dedicated Settlement Website at [www.MileyClassActionSettlement.com](http://www.MileyClassActionSettlement.com). Settlement Payments will be issued after the Court gives final approval to the settlement and any appeals are concluded. Please be patient.

### **Can I Sue Defendant for the Same Thing Later?**

As a Class Member, you give up any right to sue Defendant and/or any of the released parties for the claims that this Settlement resolves. If you have a pending lawsuit covering these same claims, speak to your lawyer in that case immediately.

### **Do I Have a Lawyer in the Case?**

Yes. The Judge has appointed the following attorney ("Class Counsel") to represent you and other Class Members in this class action settlement:

William F. Cash III  
**Levin, Papantonio, Proctor, Buchanan, O'Brien, Barr & Mougey, P.A.**  
[bcash@levinlaw.com](mailto:bcash@levinlaw.com)  
316 S. Baylen Street Suite 600  
Pensacola, Florida 32502

You will not be charged for this attorney. If you want to be represented by your own lawyer, you may hire one at your own expense.

### **How Will the Lawyers, Class Representatives, and Settlement Administrator Be Paid?**

Class Counsel will ask the Court to approve payment in the total amount of \$300,000 in combined attorneys' fees and litigation costs. The fees would pay Class Counsel for investigating the facts, litigating the case, negotiating the settlement, and following through to make sure that its terms are carried out. Class Counsel also will ask the Court to approve a payment of \$5,000 to the Plaintiff for her service as Class Representative. The Court may award less than these amounts, in which case, the remainder that is not awarded as fees and costs shall be allocated to the Settlement Administrator's fees and costs or as part of the Alternative Cash Payments to the Class, as ordered by the Court. Additionally, all fees, costs, and expenses incurred by the Settlement Administrator shall be paid by Defendant within a reasonable amount of time and after they have been reviewed and approved by

counsel for Defendant. These amounts will be paid by Defendant separate and apart from any payments to the Class. Class Counsel will file with the Court its motion for award of attorneys' fees, litigation costs, administration costs and Class Representative's service payment no later than February 27, 2026. After that date, you may view the motion on the Settlement Website.

### **How Do I Tell the Court That I Don't Like the Settlement?**

Any Class Member can object to the Settlement. An objection to the Settlement must be in writing and be timely delivered to the Settlement Administrator to be considered by the Court. A written objection must state (i) the name of the Lawsuit, "*Miley v. Belkin International, Inc.*"; (ii) the full name, address and telephone number of the objector; (iii) proof of the objector's membership in the Class in the form of a statement made under penalty of perjury; (iv) a statement of each objection; and (v) a written brief detailing the specific reasons, if any, for each objection, including any factual support the objector wishes to bring to the Court's attention and any evidence the objector wishes to introduce in support of the objection(s). The objection should also state whether or not the objector intends to appear at the hearing on final approval of settlement personally or through counsel. The objector may choose to submit any documents that the objector wishes to be considered in connection with the objection.

Objections must be mailed or otherwise served on the Settlement Administrator at the following addresses:

#### **Settlement Administrator:**

Apex Class Action LLC  
PO Box 54668  
Irvine, CA 92619

Objections must be postmarked or delivered by March 30, 2026 to be considered timely.

Note that, if you retain separate counsel to represent you in connection with the Settlement, and that attorney intends to appear at the Final Approval Hearing, that attorney must file with the Court a notice of appearance by March 30, 2026.

### **When and Where Will the Court Decide Whether to Approve the Settlement?**

The Court will hold a final approval hearing regarding the settlement at **11:30 a.m. on June 12, 2026**, at Courtroom 12 of the Superior Court of the State of California, County of Los Angeles located at 312 North Spring Street, Los Angeles, CA 90012. At that 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 ask to speak at the hearing. The Court also will decide how Class Counsel and the Class Representative should be paid. After the hearing, the Court will decide whether to approve the settlement. Class Counsel does not know how long those decisions will take.

The final approval hearing date, time or location may be changed without further notice. Any change to the final approval hearing date, time or location will be posted on the Settlement Website, [www.MileyClassActionSettlement.com](http://www.MileyClassActionSettlement.com).

### **Do I Have to Come to the Hearing?**

No. Class Counsel will answer questions the Court may have. 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 submit your written objection on time, the Court will consider it. You also may have your own lawyer attend at your own expense, but doing so is not necessary. You may ask the Court for permission to speak at the final approval hearing.

### **What Happens if I Do Nothing At All?**

If you do nothing, you will remain in the Class and will be bound by the terms of the Settlement and all of the Court's orders and judgment, including the Release. This also means that, unless you received an email notice or mail notice of this Settlement with a claim number, you will not receive any Settlement benefits and cannot sue or be part of any other lawsuit against Defendant or the other released parties pertaining to the issues in this case.

### **Are There More Details About the Settlement?**

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the Settlement Agreement. You can get a copy of the Settlement Agreement and other case documents through the Settlement Website, [www.MileyClassActionSettlement.com](http://www.MileyClassActionSettlement.com), by calling 1-800-903-4168, or by writing to the Settlement Administrator at Apex Class Action LLC PO Box 54668, Irvine, CA 92619. You can also contact Class Counsel:

William F. Cash III

**Levin, Papantonio, Proctor, Buchanan, O'Brien, Barr & Mougey, P.A.**

[bcash@levinlaw.com](mailto:bcash@levinlaw.com)

316 S. Baylen Street Suite 600

Pensacola, Florida 32502

You should check the Settlement Website regularly for updates on the Lawsuit, including the Settlement, the approval process of the Settlement, the scope and terms of the Settlement Class and the scope and terms of the Settlement. You may also wish to check

the Court's Register of Actions by going to <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information>, selecting Civil Case Access, inserting "20STCV00033" in the "CASE NUMBER" field, and clicking "SEARCH."

You may obtain Court records (for a fee) by visiting the office of the Clerk of the Superior Court of California, County of Los Angeles, located at 312 North Spring Street, CA 90012, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays. Appointments are strongly encouraged for Clerk's office services.

**En el sitio web, [www.MileyClassActionSettlement.com](http://www.MileyClassActionSettlement.com), hay una notificación completa del acuerdo en Español.**

**PLEASE DO NOT CALL THE COURT, THE COURT CLERK'S OFFICE, DEFENDANT, OR DEFENDANT'S COUNSEL WITH ANY QUESTIONS RELATED TO THE SETTLEMENT.**