

SETTLEMENT AGREEMENT

Everett, et al. v. Trusted Media Brands, Inc.
San Diego County Superior Court
Case No. 37-2020-00010762-CU-BT-CTL

This Settlement Agreement (“Agreement,” the terms of which are sometimes referred to as the “Settlement”) is entered into by and between John Everett (“Everett”) and Dane Tovey (“Tovey”), on behalf of themselves and all other individuals who are members of the Class as defined in Section III below, on the one hand, and Trusted Media Brands, Inc. (“TMB” or “defendant”), on the other hand. Each of the foregoing is a “Party” (collectively, the “Parties”).

I. RECITALS

A. The instant action was commenced on February 26, 2020, by the filing of a complaint in the Superior Court of the State of California, County of San Diego, entitled *Everett v. Trusted Media Brands, Inc.*, Case No. 37-2020-00010762-CU-BT-CTL (the “*Everett* action” or the “Action”). A First Amended Complaint (the “First Amended Complaint”) was filed on March 11, 2020. The Action alleges that defendant enrolled plaintiffs Everett, Tovey, and other Class Members in automatic renewal or continuous service magazine, book, and/or digital-order subscriptions without first presenting the consumer with the automatic renewal or continuous service offer terms in a clear and conspicuous manner; charged the consumer’s credit card, debit card, or third party payment account without first obtaining the consumer’s affirmative consent to an agreement containing clear and conspicuous disclosure of the automatic renewal or continuous service offer terms; failed to provide the consumer with an acknowledgment that included clear and conspicuous disclosure of the automatic renewal offer terms, cancellation policy, and information regarding how to cancel; and sent invoices or other written statements that did not bear the notice stated in Civil Code § 1716(b). The Action seeks both monetary and injunctive relief.

B. Previously, on July 26, 2019, Tovey had filed a complaint in the Superior Court of the State of California, County of San Diego, entitled *Tovey v. Trusted Media Brands, Inc.*, Case No. 37-2019-00038992-CU-BT-CTL (the “*Tovey* action”). On August 30, 2019, TMB removed the *Tovey* action to the United States District Court for the Southern District of California (the “District Court”), where it was assigned Case No. 3:19-cv-01643-AJB-WVG.

C. On January 13, 2020, the Parties and their respective counsel participated in a full-day mediation before the Honorable Carl J. West (Ret.). Although the Parties were unable to reach a settlement at the mediation, the Parties continued to engage in settlement discussions with the involvement of Judge West over the next six weeks. Those efforts ultimately led to a settlement on the terms set forth in this Agreement.

D. On February 28, 2020, the District Court entered an order staying the *Tovey* action pending the outcome of class action settlement approval proceedings in the *Everett* action.

E. This Agreement represents a compromise of disputed claims. Defendant denies any and all allegations of liability, fault, or wrongdoing and denies that any claims alleged in either the *Everett* action or the *Tovey* action are suitable for class certification other than for purposes of this Settlement. The Parties have entered into the Settlement described herein to fully and finally resolve their disputes.

Therefore, the Parties agree as follows:

II. CONDITIONS PRECEDENT TO EFFECTIVENESS OF SETTLEMENT

A. The Settlement will become final and effective only upon the occurrence of all of the following events:

1. The San Diego County Superior Court (the “Court”) enters an order preliminarily approving the Settlement and certifying the Class as defined in Section III. The date

the Court enters an order granting preliminary approval of the Settlement will be referred to as the “Preliminary Approval Date.”

2. The Court enters an order and judgment granting final approval of the Settlement. The date the Court enters the judgment will be referred to as the “Judgment Entry Date.”

3. The Effective Date occurs. The “Effective Date” will be determined as follows:

(a) The Effective Date will be the Judgment Entry Date unless a Class Member, as defined in Section III.A., files a timely objection to the Settlement that is not withdrawn on or before the Judgment Entry Date.

(b) If a Class Member files a timely objection to the Settlement that is not withdrawn on or before the Judgment Entry Date, then the Effective Date will be sixty-one (61) days following the Judgment Entry Date, unless that Class Member files a timely notice of appeal of the judgment.

(c) If a Class Member who has filed a timely objection to the Settlement also files a timely notice of appeal of the judgment, then the Effective Date will be the date the appeal is dismissed or the judgment is affirmed and no longer subject to mandatory or discretionary appellate review.

B. The Parties and their respective counsel will cooperate with each other and do all things reasonably necessary to obtain preliminary approval of the Settlement, obtain final approval of the Settlement, protect and support the Settlement if an appeal is taken or any other form of judicial review is sought, and otherwise seek to ensure that the Effective Date occurs.

C. Class Counsel will have the right to appeal any award of attorneys’ fees, litigation expenses, or service payments, but any such appeal, if taken, will not otherwise affect the binding nature of the Settlement, including the release of claims set forth in Section IX below. In the event

of any such appeal of attorneys' fees, litigation expenses, or a service payment, the Parties will cooperate to carry out the other terms of the Settlement that are unaffected by that appeal.

D. If the Effective Date does not occur because the Superior Court or a reviewing court enters a final order or decision disapproving of the Settlement with prejudice, or if the Settlement is terminated by agreement of the Parties, or if for other reasons it becomes certain that the Effective Date cannot occur: (1) this Agreement will be void *ab initio* and without any further force or effect; (2) any conditional certification of the Class pursuant to a preliminary approval order shall be withdrawn; (3) the First Amended Complaint and any Answer thereto shall be stricken or withdrawn; (4) the Settlement Administrator will, after deducting any settlement administration expenses incurred as of that date, return any Settlement funds in its possession to defendant; and (5) the Parties will work together to take any step reasonably necessary to return the *Tovey* action to the position it was in before the settlement was reached.

III. CLASS CERTIFICATION

A. Solely for the purpose of effectuating the Settlement, and subject to Court approval, the Parties stipulate to class certification of the following Class (the members of which are referred to as the "Class Members"):

All individuals in California who, between July 26, 2015 and March 5, 2020, were enrolled by, or on behalf of, Trusted Media Brands, Inc. or its affiliates in an automatic renewal or continuous service program. Excluded from the Settlement Class are all employees of Trusted Media Brands, Inc., all employees of plaintiffs' counsel, and the judicial officers to whom this case is assigned.

B. Solely for the purpose of effectuating the Settlement, and subject to Court approval, the Parties stipulate that the law firm of Dostart Hannink & Coveney LLP will be appointed as counsel for the Class ("Class Counsel").

C. Solely for the purpose of effectuating the Settlement, and subject to Court approval, the Parties stipulate that Everett and Tovey will be appointed as Class Representatives.

D. Subject to Court approval, the Parties agree that CPT Group, Inc. will be the Settlement Administrator. The Settlement Administrator will be responsible for: disseminating the Summary Class Notice; establishing and maintaining the Settlement Website; researching and updating addresses through skip-traces and similar means, if and to the extent necessary; receiving and validating claims; preparing a declaration regarding its due diligence; mailing settlement checks to Class Members; and doing such other things as the Parties or the Court may direct in order to effectuate the Settlement.

E. Plaintiffs shall promptly submit this Agreement to the Court along with a motion for preliminary approval of class action settlement, conditional certification of the Class, and approval of class notice of the proposed settlement (proposed forms for the emailed Summary Notice, the mailed Summary Notice, the Long Form Notice, and the paper Claim Form are attached hereto as Exhibits A, B, C, and D, respectively). The Parties agree to cooperate in obtaining preliminary approval as soon as the Court's calendar will permit. The preliminary approval motion will also ask the Court to schedule a fairness hearing on the question of whether the proposed settlement, including payment of attorneys' fees and costs and class representative service payments, should be finally approved as fair, reasonable, and adequate as to the Class.

IV. SETTLEMENT CONSIDERATION

A. Monetary Consideration. The monetary consideration to be paid by or on behalf of TMB is the principal amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00) (the "Settlement Amount"). The entire Settlement Amount will be paid by or on behalf of defendant to the Settlement Administrator by wire transfer no later than fourteen (14) business days following the Preliminary Approval Date. The Settlement Administrator shall hold said funds in an interest-bearing account ("Settlement Fund"), to be distributed only as set forth in this Agreement. If the Settlement is not granted final Court approval for any reason, the entire balance of the Settlement

Fund then remaining (including any interest earned and less any administrator's fees incurred) shall be returned to the entity that made the payment. Under no circumstances shall TMB be obligated to pay any monetary amount pursuant to this Settlement in excess of the Settlement Amount.

B. As provided in Sections V, VI, VII, and VIII below, the Settlement Amount will be used to pay Class Counsel's attorneys' fees and litigation expenses (as approved by the Court), any service payment awarded by the Court to a Class Representative, the expenses of settlement administration (including class notice), and the settlement payments to Class Members. If any funds are remaining by reason of uncashed settlement checks or otherwise, the remaining funds will be paid to a *cy pres* recipient mutually proposed by the Parties and approved by the Court, unless the Court orders otherwise. Provided that the Effective Date occurs, no portion of the Settlement Amount will revert to defendant.

C. Injunctive Relief. Within four months after the Effective Date, and for a period of at least two years thereafter, to the extent applicable, defendant will make any changes to its subscription offer materials and practices for magazines and books in print or digital form that are reasonably necessary to comply with the California Automatic Renewal Law, Bus. & Prof. Code § 17600-17606 and California Civil Code § 1716. If California law (whether statutory or controlling case law) concerning automatic renewal or continuous service arrangements changes in the future so as to impose different requirements, defendant will be free to conform its practices to then-established law. Because this Settlement is a compromise of disputed allegations and claims, defendant's agreement to this Section IV.C. is expressly for the purposes of settlement, it is not an admission of wrongdoing, fault, or liability, nor is it an admission or acknowledgement that any of defendant's offer materials or practices for subscriptions to magazines or books in print or digital form are or have not been in compliance with law.

V. ATTORNEYS' FEES AND LITIGATION EXPENSES

Class Counsel will file a motion for an award of attorneys' fees of up to thirty-eight percent (38%) of the Settlement Amount, plus actual litigation expenses not to exceed \$30,000 incurred in connection with the *Everett* and *Tovey* actions. Defendant will take no position regarding these requests, provided the requests made to the Court are consistent with this Section. As soon as practicable following the Effective Date, the Settlement Administrator will pay to Class Counsel from the Settlement Amount the attorneys' fees and litigation expenses awarded by the Court.

VI. SERVICE PAYMENT

Class Counsel will file a motion requesting service payments to Tovey and/or Everett, as class representatives, not to exceed \$20,000 in the aggregate. Defendant will take no position regarding these requests, provided the requests made to the Court are consistent with this Section. As soon as practicable following the Effective Date, the Settlement Administrator will pay from the Settlement Amount any service payments awarded by the Court.

VII. SETTLEMENT ADMINISTRATION

A. TMB has provided or will provide the following to the Settlement Administrator and to Class Counsel from TMB's business records: a list of the names, last known U.S. Mail addresses (to the extent available), email addresses (to the extent available), and certain transaction information of the Class Members (the "Class List"). Defendant will provide the Settlement Administrator and Class Counsel with any other documents or data in its possession, custody, or control that is reasonably accessible to defendant as reasonably necessary to validate claims. The Class List and any other documents or data provided pursuant to this paragraph are designated as "Confidential" and shall be used or disclosed only for implementation of the Settlement and for no other purpose.

B. No later than twenty-one (21) days following the Preliminary Approval Date, the Settlement Administrator will email the Court-approved Summary Class Notice to the last-known email address of each Class Member, as reflected in the Class List. The date on which the email notice is disseminated to Class Members is referred to as the “Notice Date.” The emailed Summary Class Notice will include a link to the Settlement Website (discussed below) or other suitable methodology to enable the email recipient to submit a Claim electronically. For individuals with respect to whom the Class List does not contain an email address (if any), the Settlement Administrator will send a copy of the Summary Class Notice to the individual’s last-known mailing address, to the extent that information is available in the Class List, via first class U.S. Mail, postage pre-paid. Prior to such mailing, the Settlement Administrator will run the Class Members’ last-known addresses through the U.S. Postal Service’s National Change of Address (“NCOA”) database and update the Class List as appropriate. If any emailed Summary Class Notice documents are “bounced back” as undeliverable so as to indicate that the email address is no longer valid, then within fourteen (14) days after the Notice Date, the Settlement Administrator will mail a copy of the Summary Class Notice to the person’s last-known mailing address, to the extent that information is available in the Class List, as updated by the NCOA database. Class Counsel is authorized to direct the Settlement Administrator to undertake additional steps to disseminate the Summary Class Notice.

C. For a period of twenty-one (21) days following the Notice Date, if any mailed Summary Class Notice is returned to the Settlement Administrator as undeliverable, the Settlement Administrator will perform a skip-trace and/or other customary address search in an attempt to locate a valid address, and if a new address is obtained, will re-mail the Summary Class Notice to that address.

D. No later than the Notice Date, the Settlement Administrator will establish a Settlement Website on which it will make available the First Amended Complaint, the Settlement Agreement, the order granting preliminary approval of the Settlement, the Summary Class Notice, the Long Form Class Notice, the Claim Form (in a format that may be printed), and any other materials agreed to by the Parties. The Settlement Website will include a mechanism by which individuals whose name and contact information appears in the Class List and who receive an emailed Summary Class Notice or a mailed Summary Class Notice may submit a Claim electronically via the Settlement Website.

E. If any individual who does not appear in the Class List contacts the Settlement Administrator to request a claim form, the Settlement Administrator will provide that person with a paper Claim Form substantially in the form of Exhibit D.

F. The date that is forty-five (45) days after the Notice Date shall be referred to as the “Claim/Exclusion/Objection Deadline.”

G. In order to receive a share of the Settlement Amount, Class Members must file a timely Claim, either electronically via the Settlement Website or a paper Claim Form, and that Claim must be validated by the Settlement Administrator.

1. Completed Claims that are timely submitted electronically through the Settlement Website by individuals to whom the emailed or mailed Summary Class Notice was sent will be deemed valid.

2. Completed Claims that are submitted in the form of a paper Claim Form will be deemed valid if the claimant’s name and the claimant’s mailing address and/or email address match information in the Class List. The paper Claim Form must be completed and signed by the claimant.

H. To be timely, the Claim must be returned to the Settlement Administrator no later than forty-five (45) days following the Notice Date (the “Claim/Exclusion/Objection Deadline”). If the Claim is returned via the Settlement Website, the date of return will be the date of submission through the Settlement Website. If the Claim is returned by U.S. Mail, the date of return will be the date of postmark. If the Claim is returned by personal delivery or email, the date of return will be the date the Claim is received by the Settlement Administrator. Class Counsel and defendant in their discretion may jointly direct the Settlement Administrator to treat as timely a Claim received by the Settlement Administrator after the Claim/Objection/Exclusion Deadline.

I. If the Settlement Administrator disallows a Claim based on a deficiency that can be cured (such as the failure to sign the Claim Form), the Settlement Administrator may either waive the deficiency or notify the claimant by postcard of the reason for the disallowance and invite the claimant to cure the deficiency. The Settlement Administrator will consider any additional information or corrective action by the claimant so long as the additional information or corrective action is submitted within twenty-one (21) days after the mailing of the notice of deficiency. Class Counsel shall be kept apprised of the volume and nature of deficient claims and allowed to communicate with Class Members as they deem appropriate in an effort to cure such deficiencies.

J. In the event multiple or conflicting claims are submitted with respect to the same name or transaction, then subject to any order the Court may make, the Settlement Administrator shall have authority to resolve the issue as between the claimants.

K. Unless otherwise ordered by the Court, the Settlement Administrator’s decision regarding the validity of any Claim will be final and not subject to review or appeal.

L. Any Class Member who wishes to be excluded from the Settlement must complete and return a request for exclusion via U.S. Mail, email, or personal delivery, and that request for exclusion must be validated by the Settlement Administrator as provided in this section. The request

for exclusion must be in writing, must list the Class Member's name, mailing address, and telephone number, along with the statement "I wish to be excluded from the *Everett v. Trusted Media Brands, Inc.* Settlement." To be timely, the request for exclusion must be returned to the Settlement Administrator no later than the Claim/Exclusion/Objection Deadline. If the request for exclusion is returned by U.S. Mail, the date of return will be the date of the postmark. If the request for exclusion is returned by personal delivery or email, the date of return will be the date the request for exclusion is received by the Settlement Administrator. Those Class Members who submit timely requests for exclusion will be referred to as Excluded Class Members. Excluded Class Members will not receive any consideration under the Settlement and will not be bound by any provision of the Settlement. Requests for exclusion shall be sent by regular mail, electronic mail, or hand-delivery to the Settlement Administrator, as follows: CPT Group, 50 Corporate Park, Irvine, CA 92606; email: _____.

M. Any Class Member who wishes to object to the Settlement may do so either orally or in writing. To object to the Settlement in writing, a Class Member must file a written objection with the Court and serve copies of the objection on Class Counsel, defendant's counsel, and the Settlement Administrator, no later than the Claim/Exclusion/Objection Deadline. The written objection must set forth the name of the lawsuit (*Everett, et al. v. Trusted Media Brands, Inc.*, Case No. 37-2020-00010762-CU-BT-CTL), the Class Member's name, address, and telephone number, and the following statement: "I declare under penalty of perjury that, to the best of my knowledge, I was enrolled by TMB or its affiliates in an automatic renewal or continuous service program between July 26, 2015 and March 5, 2020, and I wish to object to the Settlement." The written objection must also state the factual and legal basis for the objection. Any written objection must be filed with the Court and served by mail as follows: (1) to the Settlement Administrator, at CPT Group, 50 Corporate Park, Irvine, CA 92606; (2) to defendant's counsel, Kyle T. Cutts, Baker &

Hostetler LLP, Key Tower, 127 Public Square, Suite 2000, Cleveland, OH 44114; and (3) to Class Counsel, Zach P. Dostart, Dostart Hannink & Coveney LLP, 4180 La Jolla Village Drive, Suite 530, La Jolla, CA 92037. The Settlement Administrator will promptly compare the information submitted by the objector against the Class List and advise Class Counsel and defendant's counsel whether it appears that the objector is in fact a Class Member. Class Counsel and defendant will respond to any written objections, as appropriate, either in briefs filed in advance of the final approval hearing or at the final approval hearing. Alternatively, any Class Member may present an objection to the Court orally at the final approval hearing.

N. No later than ten (10) court days following the Claim/Exclusion/Objection Deadline, the Settlement Administrator will make available to Class Counsel and defendant's counsel a written report listing the name and contact information of each Participating Class Member, each Excluded Class Member, and any Class Member who has objected to the Settlement.

O. Class Members who submit timely Claims that are validated by the Settlement Administrator are referred to as the "Participating Class Members." Only Participating Class Members will receive settlement payments under the Settlement, in accordance with Section VIII, below.

VIII. SETTLEMENT PAYMENTS

A. Each Participating Class Member will receive a pro-rata portion of the Net Settlement Amount. The "Net Settlement Amount" is the Settlement Amount (plus any accrued interest thereon) reduced by any sums awarded by the Court for attorneys' fees, litigation expenses, service payments, and all expenses of settlement administration (including expenses previously incurred and the Settlement Administrator's good faith estimate of future expenses to be incurred). The pro-rata share of each Participating Class Member shall be computed by dividing the Net

Settlement Amount by the number of Participating Class Members. There will be no cap on the settlement payment that a Class Member may receive.

B. As soon as practicable after the Effective Date, the Settlement Administrator will mail to each Participating Class Member a check representing that person's settlement payment. The Settlement Administrator will indicate on the check stub that the Participating Class Member should consult his or her tax advisor regarding the tax consequences of the settlement payment. In the event any check is returned to the Settlement Administrator as undeliverable, the Settlement Administrator will attempt to contact the Participating Class Member by telephone or perform a skip trace to attempt to locate a current address and re-mail the check. Any check that is not cashed within one hundred and twenty (120) days of its mailing by the Settlement Administrator will be void. Any portion of the Settlement Amount, including any accrued interest, that remains unpaid at the end of one hundred and twenty (120) days will be paid to a *cy pres* recipient mutually proposed by the Parties and approved by the Court, unless the Court orders otherwise.

IX. RELEASE OF CLAIMS

A. Following the Effective Date and provided that the full Settlement Amount has been paid as provided in Section IV.A., Everett, Tovey, and all Class Members who have not timely requested exclusion from the Settlement, as well as their respective assigns, executors, administrators, successors, and agents, shall be deemed to release, resolve, relinquish, and discharge each and all of the Released Parties from each of the Released Claims (as defined below). For purposes of this paragraph, "Released Parties" means Trusted Media Brands, Inc., and any of its past, present, and future parents, subsidiaries, affiliated companies, and corporations, and any of its past, present, and future officers, directors, managers, employees, general partners, limited partners, agents, principals, insurers, reinsurers, shareholders, attorneys, advisors, representatives, or assigns. For purposes of this paragraph, "Released Claims" means any and all causes of action or claims for

relief, including but not limited to injunctive relief, equitable relief, actual damages, compensatory damages, nominal damages, statutory damages, punitive damages, restitution, disgorgement, attorneys' fees and costs, and/or any other form of monetary consideration whatsoever, for any and all claims by Class Members against the Released Parties that have been pled in the Action, or that could have been pled in the Action, that relate to or arise from TMB's or any of its affiliates' automatic renewal and/or continuous service programs from July 26, 2015 to March 5, 2020.

X. MISCELLANEOUS

A. The Settlement represents a compromise of disputed claims, which defendant denies with respect to all allegations of liability, fault, or wrongdoing. Nothing in this Agreement constitutes an admission by any Party as to the validity of any claim or defense asserted in the action or as to the merits or the propriety of class certification of any claims, other than for purposes of settlement.

B. This Agreement may be modified only by a writing signed by the Parties.

C. This Agreement, including its exhibits, constitutes the entire agreement between the Parties concerning the subject matter hereof. This Agreement and exhibits will be construed as a whole, and with reference to one another, according to their fair meaning and intent. The Parties agree that the rule of construction that ambiguities in agreements must be construed against the drafting party will not apply in interpreting this Agreement or its exhibits.

D. The invalidity or unenforceability of any of the provisions contained in this Agreement shall not render invalid or unenforceable any of the other provisions of this Agreement. If any provision of this Agreement or the application thereof to any person, organization or circumstance shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement or the application thereof to any

person, organization or circumstance shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

E. The Parties represent and warrant that they have not assigned or transferred in any manner, including by way of subrogation or operation of law or otherwise, any claims, suits, actions, causes of action, demands, liabilities, duties, obligations, rights, damages, benefits, costs, awards, loss of service, expenses and/or compensation released by such party herein.

F. Each Party hereto hereby covenants and agrees not to bring any claim, action, suit, or proceeding against any other Party hereto, directly or indirectly relating in any way to the matters settled and released hereby, and each Party further covenants and agrees that this Agreement is a bar to any such claim, action, suit or proceeding.

G. The Parties hereby agree to do such things and to execute such other and further documents, writings and/or instruments as may be necessary or convenient to the performance of this Agreement and/or to assure that its intent, purposes, and/or objects shall be fully and completely carried out.

H. The Parties have been represented by independent counsel of their own choice, and the settlement and releases referred to herein are an arm's length transaction.

I. Each individual signing this Agreement warrants that he or she has the authority to sign the Agreement on behalf of the Party for which he or she signs. Trusted Media Brands, Inc. warrants that it has obtained all necessary authorizations under its organizational documents and under law to make this Agreement binding on it.

J. The Parties agree that this Agreement, and any and all disputes that arise from or in any way relate to this Agreement, will be governed and interpreted and enforced in accordance with the laws of the State of California, but without regard to its law concerning conflict of laws.

K. This Agreement may be executed in counterparts.

L. Except as otherwise specifically provided for herein, each Party will bear its own attorneys' fees, costs and expenses in relation to both the *Everett* action and the *Tovey* action.

M. Class Counsel shall, within one hundred and eighty (180) days after the Effective Date, either return to defendant's counsel all documents and databases produced in connection with the mediation, confirmatory discovery, or the implementation of this Settlement, or provide an affidavit of counsel confirming that all such documents and data have been destroyed.

N. The Superior Court of the State of California, County of San Diego, will retain continuing jurisdiction to interpret and enforce this Agreement pursuant to Code of Civil Procedure section 664.6.

IN WITNESS WHEREOF, the Parties accept and agree to this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.

Dated: May ____, 2020

JOHN EVERETT

Dated: May ____, 2020

DANE TOVEY

Dated: May ____, 2020

TRUSTED MEDIA BRANDS, INC.

Name: _____

Title: _____

APPROVED AS TO FORM:

Dated: May 28, 2020

DOSTART HANNINK & COVENEY LLP



ZACH P. DOSTART
Attorneys for Plaintiffs

Dated: May ____, 2020

BAKER & HOSTETLER LLP

MICHAEL K. FARRELL
Attorneys for Defendant

919507.1

Exhibit A

IF YOU WERE ENROLLED IN AN AUTOMATICALLY RENEWING OR CONTINUOUS SERVICE MAGAZINE, BOOK, AND/OR DIGITAL-ORDER SUBSCRIPTION BY TRUSTED MEDIA BRANDS, INC., YOU MAY BE ENTITLED TO MONEY

Summary Notice of Class Action Settlement

Everett, et al. v. Trusted Media Brands, Inc.

San Diego County Superior Court, Case No. 37-2020-00010762-CU-BT-CTL

What is the Lawsuit about? Defendant Trusted Media Brands (“Defendant”) and affiliated entities publish magazines, books, and digital materials, including *Reader’s Digest*, *Taste of Home*, *Family Handyman*, *Birds & Blooms*, *Reminisce*, *Country*, *Country Woman*, and *Farm & Ranch Living*. The Lawsuit alleges that Defendant enrolled certain California consumers in automatically renewing or continuous service magazine, book, and/or digital-order subscriptions, and posted charges to the consumer’s credit card, debit card, or third party payment account, without first presenting the consumer with all of the automatic renewal offer terms in a clear and conspicuous manner as required by California law, and sent invoices or other statements of amounts due that did not comply with California law. Defendant denies the claims in the Lawsuit and the Court has not decided which party is right. The parties have agreed to a Settlement to provide certain benefits to eligible Class Members and to resolve the case without any admission of liability or wrongdoing by Defendant or its affiliates.

Am I a Class Member? Based on the business records of Defendant, the individual identified on this Summary Class Notice was enrolled by Defendant in an automatic renewal or continuous service magazine, book, and/or digital-order subscription between July 26, 2015 and March 5, 2020, and has the right to participate in the Settlement.

What relief does the Settlement provide? Defendant has agreed to pay the principal Settlement Amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00). If the Court grants final approval of the Settlement, each Participating Class Member will receive a pro-rata share of the Net Settlement Amount. The “Net Settlement Amount” is the Settlement Amount reduced by any sums awarded by the Court for attorneys’ fees, litigation expenses, any class representative service payments, and expenses of settlement administration. The Settlement also provides for injunctive relief.

What are my options? If you want to participate in the Settlement, you must submit a timely Claim to the Settlement Administrator on or before <<Date>>, which must be validated by the Settlement Administrator. You may submit a Claim through the settlement Website, <>, which can also be accessed through the following link: <>.

If you do not want to be legally bound by the Settlement, you must exclude yourself by <<Date>>. If you exclude yourself from the Settlement, you will not receive any compensation from the Settlement, but you will retain whatever legal rights you may have against Defendant for any claims based on enrollment in, or charges for, automatic renewal or continuous service subscriptions. Any judgment entered by the Court will bind all Class Members who do not request exclusion. If you stay in the Settlement, you may object to it by <<Date>>. The Long Form Class Notice, which is available on the Settlement Website, explains how to exclude yourself or object. If you do not request to be excluded from the Class, you may, if you so desire, enter an appearance through counsel. The Court will hold a hearing on <<Date>> to consider whether to approve the Settlement and a request by the lawyers representing all Class Members for attorneys’ fees and costs, and for service awards to the class representatives. You may ask to appear at the hearing, but you don’t have to.

More information? For complete information about the Settlement and its terms, to view the Long Form Class Notice, Settlement Agreement, related Court documents, and to learn more about how to exercise

your various options under the Settlement, including how to submit a Claim, go to [REDACTED].
You may also email the Settlement Administrator at [REDACTED] or call 1-800-xxx-xxxx.

911549.3

Exhibit B

Everett, et al. v. Trusted Media Brands, Inc.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

PRESORTED
First Class
U.S. Postage
PAID

CPT ID: <ID>
<Name>
<Address1> <Address2>
<City>, <State>, <Zip>

**IF YOU WERE ENROLLED IN AN AUTOMATICALLY RENEWING OR CONTINUOUS SERVICE MAGAZINE, BOOK,
AND/OR DIGITAL-ORDER SUBSCRIPTION BY TRUSTED MEDIA BRANDS, INC., YOU MAY BE ENTITLED TO
MONEY**

Summary Notice of Class Action Settlement
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What relief does the Settlement provide? Defendant has agreed to pay the principal Settlement Amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00). If the Court grants final approval of the Settlement, each Participating Class Member will receive a pro-rata share of the Net Settlement Amount. The “Net Settlement Amount” is the Settlement Amount reduced by any sums awarded by the Court for attorneys’ fees, litigation expenses, any class representative service payments, and expenses of settlement administration. The Settlement also provides for injunctive relief.

What are my options? If you want to participate in the Settlement, you must submit a Claim to the Settlement Administrator on or before <<Date>>, which must be validated by the Settlement Administrator. You may submit a Claim through the settlement Website, [REDACTED], which can also be accessed through the following link: [REDACTED].

If you do not want to be legally bound by the Settlement, you must exclude yourself by <<Date>>. If you exclude yourself from the Settlement, you will not receive any compensation from the Settlement, but you will retain whatever legal rights you may have against Defendant for any claims based on enrollment in, or charges for, automatic renewal or continuous service subscriptions. Any judgment entered by the Court will bind all Class Members who do not request exclusion. If you stay in the Settlement, you may object to it by <<Date>>. The Long Form Class Notice, which is available on the Settlement Website, explains how to exclude yourself or object. If you do not request to be excluded from the Class, you may, if you so desire, enter an appearance through counsel. The Court will hold a hearing on <<Date>> to consider whether to approve the Settlement and a request by the lawyers representing all Class Members for attorneys’ fees and costs, and for service awards to the class representatives. You may ask to appear at the hearing, but you don’t have to.

More information? For complete information about the Settlement and its terms, to view the Long Form Class Notice, Settlement Agreement, related Court documents, and to learn more about how to exercise your various options under the Settlement, including how to submit a Claim, go to [REDACTED]. You may also email the Settlement Administrator at [REDACTED] or call 1-800-xxx-xxxx.

Exhibit C

IF YOU WERE ENROLLED IN AN AUTOMATICALLY RENEWING OR CONTINUOUS SERVICE MAGAZINE, BOOK, AND/OR DIGITAL-ORDER SUBSCRIPTION BY TRUSTED MEDIA BRANDS, INC., YOU MAY BE ENTITLED TO MONEY

NOTICE OF CLASS ACTION SETTLEMENT

Everett, et al. v. Trusted Media Brands, Inc.
San Diego County Superior Court
Case No. 37-2020-00010762-CU-BT-CTL

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT A PROPOSED CLASS ACTION SETTLEMENT. YOUR RIGHTS MAY BE AFFECTED BY THIS SETTLEMENT.

The purpose of this Notice is to inform Class Members about a proposed settlement (“Settlement”) of a class action lawsuit that is pending in the San Diego County Superior Court (the “Court”). The lawsuit is called *Everett, et al. v. Trusted Media Brands, Inc.*, Case No. 37-2020-00010762-CU-BT-CTL (the “Lawsuit”).

This Notice will explain: (1) what the Lawsuit is about; (2) the main terms of the Settlement; and (3) Class Members’ rights and options under the Settlement. A full version of the Settlement Agreement is available on the Website: [\[REDACTED\]](#).

To receive money under the Settlement, Class Members must submit a timely and valid Claim. The deadline to submit a Claim is <<Date>>. If you do not submit a Claim by this deadline, you will not receive money under the Settlement, and you will be subject to the Release in Section IV, unless you exclude yourself pursuant to Section II.4.

I. What the Litigation Is About

The Lawsuit alleges that defendant Trusted Media Brands, Inc. (“Defendant”) enrolled certain California consumers in automatic renewal or continuous service magazine, book, and/or digital-order subscriptions without first presenting the consumer with all of the automatic renewal offer terms in a clear and conspicuous manner as required by California law, and sent invoices or other statements of amounts due that did not comply with California law. The Lawsuit alleges that Defendant violated the California Automatic Renewal Law, Cal. Bus. & Prof. Code § 17600 *et seq.*, and certain other provisions of California consumer protection law. The Lawsuit is brought on behalf of a class defined as follows:

All individuals in California who, between July 26, 2015 and March 5, 2020, were enrolled by, or on behalf of, Trusted Media Brands, Inc. or its affiliates in an automatic renewal or continuous service program. Excluded from the Settlement Class are all employees of Trusted Media Brands, Inc., all employees of plaintiffs’ counsel, and the judicial officers to whom this case is assigned.

Each individual within the foregoing Class definition is referred to as a “Class Member.”

Defendant denies the allegations of the Lawsuit. The Court has not decided which party is right. The parties have agreed to a Settlement to provide certain benefits to eligible Class Members and to resolve the case without any admission of liability or wrongdoing by Defendant or its affiliates.

The parties have exchanged detailed information about the claims, defenses, and alleged damages in the Lawsuit. After lengthy settlement negotiations overseen by an independent mediator, the parties reached a proposed Settlement that, if approved by the Court, will resolve the claims asserted against Defendant. Plaintiffs and their counsel believe the Settlement is fair, reasonable, and in the best interests of the Class Members. In entering into the Settlement, Defendant continues to deny any and all allegations of liability, fault, or wrongdoing asserted in the Lawsuit.

On [REDACTED], 2020, the Court preliminarily approved the Settlement; certified the Class for settlement purposes only; appointed the law firm of Dostart Hannink & Coveney LLP as Class Counsel for settlement purposes only; appointed John Everett and Dane Tovey as Class Representatives for settlement purposes only; designated CPT Group, Inc. as the Settlement Administrator; and authorized the parties to provide this Notice to the Class.

II. The Main Terms of the Settlement

Subject to Court approval, the main terms of the Settlement are as follows:

1. Settlement Amount. In full and complete settlement of the claims of the Class Members who do not exclude themselves, Defendant will pay the principal amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00). The Settlement Amount, plus any interest thereon, will be used to pay Class Counsel's attorneys' fees and litigation expenses (as approved by the Court), any service payments that the Court may award to the Class Representatives, the expenses of settlement administration (including class notice), and the settlement payments to the Class Members who submit timely and valid Claims. If any funds are remaining by reason of uncashed settlement checks or otherwise, the remaining amount will be paid to one or more *cy pres* recipients approved by the Court, or as otherwise directed by the Court. In addition to the monetary consideration, the Settlement also includes injunctive relief.

2. Notice to Class Members. No later than twenty-one (21) days following the Preliminary Approval Date, the Settlement Administrator will email the Court-approved Summary Class Notice to the last-known email address of each potential Class Member, as reflected in the business records of Defendant. If the business records of Defendant do not contain an email address for a potential Class Member, the Settlement Administrator will mail the Court-approved Summary Class Notice to the last-known mailing address of that potential Class Member, as reflected in the business records of Defendant, or an updated address provided by the U.S. Postal Service. Before mailing, the Settlement Administrator will run the mailing addresses through the U.S. Postal Service's National Change of Address database, and will update the addresses accordingly. The date on which the Summary Class Notice is emailed and mailed as set forth above is referred to as the "Notice Date."

3. Submission of Claims; Eligibility for Payment. In order to qualify to receive a payment under the Settlement, Class Members must submit a Claim that is both (i) timely and (ii) validated by the Settlement Administrator. To be timely, the Claim must be submitted to the Settlement Administrator on or before [REDACTED] (the "Claim/Exclusion/Objection Deadline"). See Section III.1., on the next page, regarding how to file a Claim. Class Members who submit a timely and valid Claim on or before the Claim/Exclusion/Objection deadline will be referred to as "Participating Class Members" and, if the Settlement is granted final approval by the Court, will receive a settlement payment in accordance with the terms of the Settlement.

4. Right to Request Exclusion or Object. Any Class Member who does not want to be legally bound by the Settlement can exclude himself or herself on or before the Claim/Exclusion/Objection Deadline, as described in Section III.3 below. Any Class Member who

wishes to object to the Settlement may do so either orally or in writing. Any written objection must be filed with the Court and served on Counsel for the settling parties and on the Settlement Administrator no later than the Claim/Exclusion/Objection Deadline, as described below in Section III.4. Alternatively, any Class Member may present an objection to the Court orally at the final approval hearing. Any Class Member who does not request to be excluded from the Class may, if so desired, enter an appearance through counsel.

5. Settlement Payments to Participating Class Members. If the Settlement is granted final approval, after deduction of any Court-approved attorneys' fees, litigation expenses, service payments to the Class Representatives, and expenses of settlement administration, the remaining amount ("Net Settlement Amount") will be divided equally between the Participating Class Members. As soon as practicable after the Effective Date of the Settlement, the Settlement Administrator will mail to each Participating Class Member a check representing that person's settlement payment. The "Effective Date" will be determined as follows:

- (a) The Effective Date will be the date the Court enters an order and judgment granting final approval of the Settlement ("Judgment Entry Date") unless a Class Member files a timely objection to the Settlement that is not withdrawn on or before the Judgment Entry Date;
- (b) If a Class Member files a timely objection to the Settlement that is not withdrawn on or before the Judgment Entry Date, then the Effective Date will be sixty-one (61) days following the Judgment Entry Date, unless that Class Member files a timely notice of appeal of the judgment; and
- (c) If a Class Member who has filed a timely objection to the Settlement also files a timely notice of appeal of the judgment, then the Effective Date will be the date the appeal is dismissed or the judgment is affirmed and no longer subject to mandatory or discretionary appellate review.

6. Service Payments. Class Counsel will file a motion requesting service payments to the Class Representatives not to exceed \$20,000 in the aggregate. Defendant has agreed that it will take no position regarding this request, provided the request made to the Court is consistent with this Section. As soon as practicable following the Effective Date, the Settlement Administrator will pay from the Settlement Amount any service payments awarded by the Court.

7. Attorneys' Fees and Litigation Expenses. Class Counsel will file a motion requesting an award of attorneys' fees of up to 38% of the Settlement Amount, plus actual litigation expenses not exceeding \$30,000. Defendant has agreed that it will take no position regarding these requests, provided the requests made to the Court are consistent with this Section. As soon as practicable following the Effective Date, the Settlement Administrator will pay to Class Counsel from the Settlement Amount the attorneys' fees and litigation expenses awarded by the Court. These amounts are all subject to Court approval.

8. Release. Class Members who do not exclude themselves from the Settlement will be deemed to release all of the claims described in Section IV below.

III. Class Members' Rights and Options Under the Settlement

Class Members have four options under the Settlement. If you are a Class Member, you may: (1) file a Claim, which if submitted timely and validated by the Settlement Administrator, will qualify you as a Participating Class Member qualified to receive a monetary payment following final court approval; (2) do nothing, in which case you will not be a Participating Class

Member and you will not qualify to receive a monetary payment, but you will be bound by the release in the Settlement Agreement; (3) exclude yourself from the Settlement; or (4) object to the Settlement. The following paragraphs explain these options in more detail.

1. File a Claim. To potentially qualify for a monetary payment from the Settlement, potential Class Members must file a Claim.

(a) Potential Class Members whose name, address, and/or email information is reflected in the business records produced by Defendant are being sent a Court-approved Summary Class Notice via email or mail, which includes a hyperlink to the Settlement Website or other information which enables those potential Class Members to submit a Claim electronically via the Settlement Website. The deadline for submitting a Claim is <<Date>>. If you miss this deadline, you will not receive any money under the Settlement, but you will be bound by the other terms of the Settlement if you do not request exclusion from the Settlement.

(b) Potential Class Members who do not receive a Summary Class Notice via email or mail may print a Claim Form from the Settlement Website or request a Claim Form from the Settlement Administrator. A printed Claim Form must be completed, dated by the Claimant, signed by the Claimant, and returned to the Settlement Administrator via U.S. Mail, personal delivery, or email. Upon receipt of a Claim Form, the Settlement Administrator will verify whether the Claimant is a member of the Class by comparing the information provided on Claim Form against the records of Defendant. The deadline for submitting a Claim is <<Date>>. If you miss this deadline, you will not receive any money under the Settlement, but you will be bound by the other terms of the Settlement if you do not request exclusion from the Settlement. If you submit a Claim that is timely and that is validated by the Settlement Administrator, you will be a Participating Class Member and, if the Settlement is given final court approval, you will receive a settlement payment in accordance with the terms of the Settlement.

2. Do Nothing. If you do nothing, you will not be a Participating Class Member and you will not qualify to receive a monetary payment, but you will be bound by the release in the Settlement Agreement.

3. To Be Excluded From the Settlement. Any Class Member who wishes to be excluded from the Settlement must complete and return a request for exclusion via U.S. Mail, email, or personal delivery, and that request for exclusion must be validated by the Settlement Administrator. The request for exclusion must be in writing, and must list the Class Member's name, address, and telephone number, along with the statement: "I wish to be excluded from the *Everett v. Trusted Media Brands, Inc.* Settlement", or words to that effect, and must be dated and signed by the person requesting exclusion. To be timely, the request for exclusion must be returned to the Settlement Administrator no later than <<Date>>. If the request for exclusion is returned by U.S. Mail, the date of return will be the date of the postmark. If the request for exclusion is returned by personal delivery or email, the date of return will be the date the request for exclusion is received by the Settlement Administrator. Those Class Members who submit timely and valid requests for exclusion in the form described above will be referred to as "Excluded Class Members." Excluded Class Members will not receive any consideration under the Settlement and will not be bound by any provision of the Settlement. Requests for exclusion can be mailed or delivered to the Settlement Administrator, as follows: Everett v. Trusted Media Brands, Inc. Settlement Administrator, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606; email: everett@cpigroup.com. A judgment in the action will bind all Class Members who do not timely request exclusion. Any Class Member may enter an appearance through counsel. **You may not submit both a Claim Form and a letter requesting to be excluded from this Settlement.**

4. To Object to the Settlement. Any Class Member who wishes to object to the Settlement may do so orally or in writing. Any written objection must be filed with the Court and served on Class Counsel, Defendant's counsel, and the Settlement Administrator, no later than <<Date>>. A written objection must set forth the name of the lawsuit (*Everett, et al. v. Trusted Media Brands, Inc.*, Case No. 37-2020-00010762-CU-BT-CTL), the objector's full name, address, and current telephone number, and the following statement: "I declare under penalty of perjury that, to the best of my knowledge, I was enrolled by TMB or its affiliates in an automatic renewal or continuous service program between July 26, 2015 and March 5, 2020, and I wish to object to the Settlement." Any written objection must state the basis of the objector's belief that he or she is a Class Member, and must also state the factual and legal basis for the objection, and whether he or she intends to appear at the Final Approval Hearing on his or her own behalf or through counsel. Any written objection shall also identify any lawyer who assisted, provided advice, or represents the objecting Class Member with respect to the Lawsuit or such objection. If an objection is submitted in writing, any documents that the objecting Class Member wishes for the Court to consider must also be attached to the objection. Class Counsel and Defendant will respond to any objections, as appropriate, either in briefs filed in advance of the Final Approval Hearing or at the Final Approval Hearing. Any written objection must be filed with the Court and served by mail as follows: (1) to the Settlement Administrator, at *Everett v. Trusted Media Brands, Inc.* Settlement Administrator, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606; (2) to counsel for Defendant, Kyle T. Cutts, Baker & Hostetler LLP, 11601 Wilshire Blvd., Suite 1400, Los Angeles, CA 90025; and (3) to Class Counsel, Zach P. Dostart, Dostart Hannink & Coveney LLP, 4180 La Jolla Village Drive, Suite 530, La Jolla, CA 92037. Alternatively, an objection may be made to the Court orally at the Final Approval Hearing. If you intend to object to the Settlement but also wish to receive your share of the Settlement if it is approved by the Court, you must also submit a timely and valid Claim Form as explained above.

IV. Release of Claims by Class Members

If the Settlement is approved by the Court and becomes effective, and provided that Defendants has paid the Settlement Amount in full, all Class Members who do not exclude themselves from the Settlement, on behalf of themselves, and each of their respective assigns, executors, administrators, successors and agents, shall be deemed to release, resolve, relinquish, and discharge each and all of the Released Parties from each of the Released Claims (as defined below). For purposes of this paragraph, "Released Parties" means Trusted Media Brands, Inc., and any of its past, present, and future parents, subsidiaries, affiliated companies, and corporations, and any of its past, present, and future officers, directors, managers, employees, general partners, limited partners, agents, principals, insurers, reinsurers, shareholders, attorneys, advisors, representatives, or assigns. For purposes of this paragraph, "Released Claims" means any and all causes of action or claims for relief, including but not limited to injunctive relief, equitable relief, actual damages, compensatory damages, nominal damages, statutory damages, punitive damages, restitution, disgorgement, attorneys' fees and costs, and/or any other form of monetary consideration whatsoever, for any and all claims by Class Members against the Released Parties that have been pled in the Action, or that could have been pled in the Action, that relate to or arise from TMB's automatic renewal and/or continuous service programs from July 26, 2015 to March 5, 2020.

V. Final Approval Hearing

The Court will hold a hearing on [REDACTED] at [REDACTED] .m. to determine whether the Settlement should be finally approved and to rule on Class Counsel's motion for award of attorneys' fees, reimbursement of litigation expenses, and class representative service payments. The Court is located at 330 West Broadway, Department 66, San Diego, CA 92101. The hearing

may be continued without further notice. **YOU ARE NOT REQUIRED TO ATTEND THE HEARING, BUT YOU MAY IF YOU CHOOSE.**

VI. For More Information

This Notice contains only a summary of the terms of the proposed Settlement. You may view the Settlement Agreement and other important documents on the Settlement Website. You may also review the pleadings and other papers filed in the Lawsuit at the Court's Business Office, located at 330 West Broadway, San Diego, CA 92101.

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE.

If you have questions about the Settlement, please contact the Settlement Administrator or Class Counsel, as follows:

Settlement Administrator

Everett v. Trusted Media Brands, Inc.

Settlement Administrator

c/o CPT Group, Inc.

50 Corporate Park

Irvine, CA 92606

Tel: [REDACTED]

Email: [REDACTED]

Class Counsel

Dostart Hannink & Coveney LLP

4180 La Jolla Village Dr., Ste. 530

La Jolla, CA 92037

Tel: (858) 623-4265

Email: cklobucar@sdlaw.com

911551.3

Exhibit D

CLAIM FORM

Everett, et al. v. Trusted Media Brands, Inc.
San Diego County Superior Court
Case No. 37-2020-00010762-CU-BT-CTL

CPT ID: << ID>>
<<Name>>
<<Address1>> <<Address2>>
<<City>>, <<State>> <<Zip Code>>

Instructions: This Claim Form is intended for use by potential Class Members who did not receive via email or U.S. Mail a Summary Class Notice that contains information about how to submit a Claim electronically via the Settlement Website. If you did not receive a Summary Class Notice via email or U.S. Mail, or if you prefer to submit a Claim in writing rather than electronically, then in order to make a claim under the Settlement, you must fill out this Claim Form completely and return it to the Settlement Administrator.

The deadline for submitting your Claim Form is <<DATE>>. Please send your Claim Form by U.S. Mail, personal delivery, or email to the Settlement Administrator:

CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Email: _____@cptgroup.com

If you return the Claim Form via U.S. Mail or a delivery service, it is highly recommended that you use a method by which you can prove the Claim Form was delivered to the Settlement Administrator. The parties, counsel for the parties, and the Settlement Administrator are not responsible for lost or undelivered mail.

Upon receipt of your Claim Form, the Settlement Administrator will verify whether you are a member of the Class by comparing your Claim Form against the records of Defendant.

CURRENT PERSONAL INFORMATION:

Name (first, middle, last): _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email: _____

FORMER PERSONAL INFORMATION:

If in connection with a subscription for a product or offer submitted to Trusted Media Brands, Inc. between July 26, 2015 and March 5, 2020, you used any **different** name, address, or email address other than as stated above, please enter such different information below:

Name (first, middle, last): _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email: _____

AFFIRMATION

I affirm that, to the best of my knowledge, while I was a California resident, between July 26, 2015 and March 5, 2020, I was enrolled by Trusted Media Brands, Inc. in an automatic renewal or continuous service magazine, book, and/or digital-order subscription.

Date: _____

Signature: _____

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