

SETTLEMENT AGREEMENT

Nakai, et al. v. Hearst Magazine Media, Inc., et al.
San Diego County Superior Court
Case No. 37-2021-00011096-CU-BT-CTL

This Settlement Agreement (“Agreement,” the terms of which are sometimes referred to as the “Settlement”) is entered into by and between Kelly Nakai (“Nakai”), Fenella Arnold (“Arnold”), and Michele Ruppert (“Ruppert”) (collectively, “Plaintiffs”), on the one hand, and Hearst Magazine Media, Inc. (“Hearst”) and CDS Global, Inc. (“CDS”) (collectively, “Defendants”), on the other hand. Plaintiffs and Defendants are each referred to as a “Party” and collectively as “the Parties.”

I. RECITALS

A. On September 10, 2019, Arnold and Nakai filed a complaint in the Superior Court of the State of California, County of San Diego, entitled *Arnold, et al. v. Hearst Magazine Media, Inc., et al.*, Case No. 37-2019-00047733-CU-BT-CTL (the “Arnold action”). On October 10, 2019, Defendants removed the *Arnold* 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-01969-WQH-MDD.

B. On March 12, 2021, the instant action was commenced by the filing of a complaint for injunctive relief in the Superior Court of the State of California, County of San Diego, entitled *Nakai, et al. v. Hearst Magazine Media, Inc., et al.*, Case No. 37-2021-00011096-CU-BT-CTL (the “Nakai action” or the “Action”). A First Amended Complaint (“FAC”) was filed on October __, 2021. The FAC alleges that Defendants enrolled plaintiffs Nakai, Arnold, and Ruppert, and other Class Members in automatic renewal magazine subscriptions without first presenting the consumer with the automatic renewal 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 offer terms; and 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. The Action seeks both monetary and injunctive relief.

C. On September 23, 2021, the Parties and their respective counsel participated in a full-day mediation before Jill R. Sperber, Esq. The Parties were able to reach a resolution of the *Nakai* and *Arnold* actions on the terms set forth in this Agreement. Because the federal court lacks subject matter jurisdiction with respect to injunctive relief, the Parties agreed that settlement-approval proceedings will take place in state court.

D. On November 4, 2021, the District Court entered an order staying the *Arnold* action pending the outcome of class action settlement approval proceedings in the *Nakai* action.

E. This Agreement represents a compromise of disputed claims. Defendants deny any and all allegations of liability, fault, or wrongdoing and deny that any claims alleged in either the *Nakai* action or the *Arnold* action are suitable for class certification other than for purposes of this Settlement. Defendants believe that the claims asserted in both the *Nakai* action and the *Arnold* action do not have merit and that they would have prevailed on the merits and on class certification. Nonetheless, taking into account the uncertainty and risks inherent in any litigation, Defendants have concluded it is desirable and beneficial that the Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement. 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 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., submits to the Court a timely objection to the Settlement that is not withdrawn on or before the Judgment Entry Date.

(b) If a Class Member submits to the Court 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 submitted to the Court 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 force or effect; (2) any certification of the Class pursuant to a preliminary approval order or otherwise shall be stricken and of no force or effect for any purpose; (3) the First Amended Complaint and any Answer thereto shall be stricken or withdrawn; and (4) the Settlement Administrator will, after deducting any settlement administration expenses incurred as of that date, return any Settlement funds in its possession to Defendants. For the avoidance of doubt, Defendants' agreement to certification for settlement purposes shall not be deemed an admission or agreement that a class could be certified in this case for litigation purpose, and this Agreement shall not be used or construed by anyone as admission that class certification is appropriate for litigation purposes.

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 Settlement Class (the members of which are referred to as the "Class Members"):

All individuals who, between January 1, 2015 and September 23, 2021, enrolled in at least one automatic-renewal or continuous-service magazine subscription for a Hearst publication directly through Defendants, paid for at least one renewal for a subscription, and used a California street address as the shipping address for that subscription. Excluded from the Class are all employees of Defendants, 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 this Settlement, and subject to Court approval, the Parties stipulate that Nakai, Arnold, and Ruppert will be appointed as Class Representatives.

D. Subject to Court approval, and subject to the Parties’ right to propose a different administration firm, 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 Defendants is the principal amount of Two Million Two Hundred Fifty-Six Thousand Nine Hundred Twenty-Eight Dollars and Fifteen Cents (\$2,256,928.15) (the “Settlement Amount”). Defendants will pay the entire Settlement Amount to the Settlement Administrator by wire transfer no later than fourteen (14) days following the Preliminary Approval Date. The Settlement Administrator shall hold said funds in an interest-bearing escrow account to be established by the Settlement Administrator at a depository institution insured by the Federal Deposit Insurance Corporation (“Escrow Account”), to be distributed only as set forth in this Agreement. The Settlement Amount deposited into the Escrow Account, plus all interest earned thereon, shall be known as the “Settlement Fund.” The costs of establishing and maintaining the Escrow Account shall be paid from the Settlement Fund. If the Settlement is not granted final Court approval for any reason or if settlement approval is reversed, the entire remaining balance of the Settlement Fund shall be returned to Defendants. Under no circumstances shall Defendants be obligated or requested 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 all fees and expenses associated with the Settlement including, but not limited to, 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 one or more *cy pres* recipients proposed by the Parties and approved by the Court under Cal. Code Civ. Proc § 384, unless the Court orders otherwise. Provided that the Effective Date occurs, no portion of the Settlement Amount will revert to Defendants.

C. Injunctive Relief and Change of Business Practices. Defendants shall continue to implement procedures reasonably designed to ensure compliance with the California Automatic Renewal Law, Cal. Bus. & Prof. Code §§ 17600-17606 (“California ARL”). Nothing in this Section IV.C. shall constitute an admission or concession that any of Defendants’ offer materials or procedures heretofore have not been in compliance with the California ARL.

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 \$65,000 incurred in connection with the *Nakai* and *Arnold* actions. Defendants 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 Nakai, Arnold, and/or Ruppert, not to exceed \$30,000 in the aggregate. Defendants 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. Within twenty-one (21) days of the execution of this Agreement, Defendants will provide a list of the name, last known U.S. Mail address, and email address, to the extent available, of each Class Member (the “Class List”) to the Settlement Administrator, with a copy to Class Counsel. The Class List shall be designated as Confidential and used only for purposes of this Settlement, including settlement administration, and shall be destroyed by Class Counsel upon final

distribution of the Settlement Amount, with a written confirmation of destruction provided to Defendants' counsel.

B. The Parties shall use reasonable and best efforts to ensure that no later than twenty-eight (28) 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, 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 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 or Defendants, in their respective discretion, may direct the Settlement Administrator to treat as timely a Claim received by the Settlement Administrator after the Claim/Objection/Exclusion Deadline and before the Final Approval Hearing.

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 and Defendants shall be kept apprised of the volume and nature of deficient claims and Class Counsel shall be allowed to communicate with Class Members as they deem appropriate in an effort to cure such deficiencies. Nothing in this Settlement Agreement shall prohibit or restrict Defendants from communicating with Class Members to the extent required in the normal course of Defendants' business.

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 *Nakai v. Hearst Magazine Media* Settlement." Any request for exclusion must be personally signed by each person requesting exclusion. So-called "mass" or "class" opt-outs shall not be allowed. 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. A request to be excluded that does not include all of the required information, or that is sent to an address other than the address designated for exclusion requests, or that is not postmarked within the time specified, shall be invalid, and the person serving such an invalid request shall be bound by this Agreement, if approved. Those Class Members who submit valid and 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 address to be established by the Settlement Administrator.

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, Defendants' counsel, and the Settlement Administrator, no later than the Claim/Exclusion/Objection Deadline. Any written objection must set forth the name of the lawsuit (*Nakai, et al. v. Hearst Magazine Media, Inc., et al.*, Case No. 37-2021-00011096-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, between January 1, 2015 and September 23, 2021, I enrolled in at least one automatic-renewal or continuous-service magazine subscription for a Hearst publication directly through Hearst Magazine Media, Inc. and/or CDS Global, Inc., paid for at least one renewal for a subscription, and used a California street address as the shipping address for that subscription." The written objection must also state the factual and legal basis for the objection; the Hearst magazine(s) to which he or she was a subscriber; the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation of submission of the objection or who may profit from the pursuit of the objection; and a statement indicating whether the objector intends to appear at the Final Approval Hearing. Any documents that the objecting Class Member wishes for the Court to consider must also be attached to 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 Defendants' counsel, Robert J. Herrington, Greenberg Traurig, LLP, 1840 Century Park East, 19th Floor, Los Angeles, CA 90067; 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 Defendants' counsel whether it appears that the objector is in fact a Class Member. Class Counsel and Defendants may 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 Defendants' counsel a written report listing the name and contact information of each Excluded Class Member and any Class Member who has objected to the Settlement.

O. If the number of Class Members who submit a timely and valid request for exclusion from the Settlement Class exceeds 2.5% of the total number of Class Members, Defendants shall have the right, but not the obligation, to terminate this Agreement. If the number of valid exclusion requests triggers Defendants' right to terminate, and if either Hearst or CDS elects to exercise that right, it must deliver to Class Counsel written notice of that election within seven (7) days after Defendants' receipt of the list of Excluded Class Members as described above in Section VII.N.; otherwise, any such right to terminate shall be waived. Termination shall void all of the rights, obligations, and releases under this Agreement, except for the provisions that are necessary to effectuate such termination. If the Court orders that notice of termination be provided to Class Members, such notice will be provided by the Settlement Administrator, the expense of which shall be paid from the Settlement Fund. If the Settlement is terminated in accordance with this Section VII.O., within thirty (30) calendar days after notice of termination, the Settlement Administrator shall return to Defendants the remaining balance of the Settlement Fund less a reasonable reserve for unpaid expenses and anticipated future expenses of administration, including notice. Class Counsel shall not file a motion requesting an award of attorneys' fees, court costs, or any service award until at least the earlier of (i) ten (10) days after Defendants' receipt of the list of Excluded Class Members as described above in Section VII.N. or (ii) if the number of Class Members who submit a valid request for exclusion from the Settlement Class does not exceed 2.5% of the total

number of Class Members, the day the Settlement Administrator provides the list of Excluded Class Members described above in Section VII.N.

P. 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.

Q. The Settlement Administrator shall provide Class Counsel and Defendants’ Counsel with regular reports at weekly intervals containing information concerning Notice, administration, and implementation of the Settlement Agreement.

VIII. SETTLEMENT PAYMENTS

A. Each Participating Class Member will receive an equal, 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 forty-five (145) days will be paid to one or more *cy pres* recipients mutually proposed by the Parties and approved by the Court, unless the Court orders otherwise.

IX. RELEASE OF CLAIMS

A. As of the Effective Date, provided that Defendants have paid the full Settlement Amount, Nakai, Arnold, Ruppert, 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 have released, resolved, relinquished, and discharged each and all of the Released Parties from each of the Released Claims (both as defined below). For purposes of this paragraph, “Released Parties” means Hearst and CDS and any of their respective past, present, and future parents, subsidiaries, or affiliates, and any of their respective past, present, and future officers, directors, managers, employees, agents, consultants, independent contractors, licensors, licensees, general partners, limited partners, principals, insurers, reinsurers, shareholders, attorneys, advisors, representatives, successors, or assigns. For purposes of this paragraph, “Released Claims” means any and all causes of action or claims for relief whether in law or equity, including but not limited to injunctive relief, actual damages, nominal damages, statutory damages, punitive damages, exemplary or multiplied damages, restitution, disgorgement, expenses, attorneys’ fees and costs, and/or any other form of consideration whatsoever, for any and all claims by the Settlement Class Members that have been pled in this action, or that could have been pled in the *Nakai* action or the *Arnold* action, that in any way relate to or arise from any Settlement Class Member’s having enrolled in an automatic-renewal or continuous-service magazine subscription directly through Defendants for a Hearst publication between January 1, 2015 and September 23, 2021.

X. MISCELLANEOUS

A. The Settlement represents a compromise of disputed claims. Nothing contained in this Agreement shall be construed or deemed an admission of liability, culpability, or wrongdoing on the part of Defendants. Defendants further deny liability for any alleged wrongdoing, expressly deny liability for the claims asserted in the *Arnold* action and the *Nakai* action, and deny and do not admit any of the pleaded facts not admitted in either the *Arnold* action or the *Nakai* action. Defendants further disagree that a class in the *Arnold* action or the *Nakai* action is appropriate or authorized under law, other than for purposes of effectuating this Settlement. Nor shall this Agreement constitute an admission by Defendants as to any interpretation of laws or as to the merits, validity, or accuracy of any claims made against it in the *Arnold* action or the *Nakai* action. Likewise, nothing in this Agreement shall be construed or deemed an admission by Plaintiff or the Settlement Class with regards to the validity of any of Defendants' defenses or affirmative defenses. Each of the Parties has entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

B. The Parties further agree that this Agreement and all of its Exhibits, any Opt Out Requests or Objections, the Court's actions (including Court orders) related to this Settlement, and all other statements, discussions, negotiations, actions, documents or items (including argument of counsel) undertaken by anyone relating to this Settlement are settlement communications or documents and, as such, they: (a) do not constitute, are not intended to constitute, and will not be deemed to constitute an admission by Defendants as to any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity; and (b) shall not be admissible in evidence and shall not be used for any purpose in the *Arnold* action, the *Nakai* action, or in any other judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or proceeding, or any other litigation against Defendants for any

purpose, including as evidence of any admission by Defendants of any liability with respect to any claim for damages or other relief, or of the appropriateness of class certification or any element thereof, except in an action or proceeding to approve, interpret, or enforce the terms of this Agreement, including the Release.

C. This Agreement may be modified only by a writing signed by the Parties or their respective successors in interest.

D. 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.

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. Following the Effective Date, Nakai, Arnold, and Ruppert and all Class Members who did not submit a valid request for exclusion in accordance with Section VII.L. shall forever be barred and enjoined from filing, commencing, instituting, prosecuting, maintaining, joining, or intervening in any action, suit, cause of action, arbitration, claim, demand, or other proceeding in any jurisdiction, or before any tribunal or administrative body, that asserts any Released Claim against any Released Party. Following the Effective Date, this Settlement and any Judgment entered in the Action may be presented by Defendants as a bar to any such litigation or proceeding.

G. Within seven (7) days after the Effective Date, Class Counsel shall request and/or effectuate dismissal of the *Arnold* action with prejudice.

H. 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.

I. 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.

J. 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. Hearst and CDS warrant that they have obtained all necessary authorizations under their respective organizational documents and under law to make this Agreement binding on them.

K. 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.

L. This Agreement may be executed in counterparts.

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

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: 11/23/2021

DocuSigned by:
Kelly Nakai
KELLY NAKAI

Dated: _____

FENELLA ARNOLD

H. 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.

I. 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.

J. 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. Hearst and CDS warrant that they have obtained all necessary authorizations under their respective organizational documents and under law to make this Agreement binding on them.

K. 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.

L. This Agreement may be executed in counterparts.

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

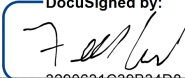
N. The Superior Court of the State of California, County of San Diego, will retain continuing jurisdiction to interpret and enforce this Agreement pursuant to Code of Civil Procedure section 664.6.

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: _____

Dated: 11/23/2021

KELLY NAKAI

DocuSigned by:


FENELLA ARNOLD

Dated: 11/25/2021

DocuSigned by:
Michele Ruppert
6B691217166C449...
MICHELE RUPPERT

Dated: _____

HEARST MAGAZINE MEDIA, INC.

Name: _____

Title: _____

Dated: _____

CDS GLOBAL, INC.

Name: _____

Title: _____

APPROVED AS TO FORM:

Dated: November 23, 2021

DOSTART HANNINK & COVENEY LLP

Zachary Paul Dostart

ZACH P. DOSTART
Attorneys for Plaintiffs

Dated: _____

GREENBERG TRAURIG, LLP

ROBERT J. HERRINGTON
Attorneys for Defendants

957847.3

Dated: _____

MICHELE RUPPERT

Dated: November 23, 2021

HEARST MAGAZINE MEDIA, INC.

DocuSigned by:
Debi Chirichella

A29B91B8A7B544A...
Name: Debi Chirichella

Title: President

Dated: November 23, 2021

CDS GLOBAL, INC.

DocuSigned by:
Catherine A. Bostron

385475AFF03F4C6...
Name: Catherine A. Bostron

Title: Secretary

APPROVED AS TO FORM:

Dated: _____

DOSTART HANNINK & COVENEY LLP

ZACH P. DOSTART
Attorneys for Plaintiffs

Dated: _____

GREENBERG TRAURIG, LLP

ROBERT J. HERRINGTON
Attorneys for Defendants

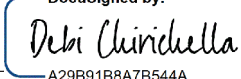
957847.3

Dated: _____

MICHELE RUPPERT

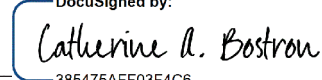
Dated: November 23, 2021

HEARST MAGAZINE MEDIA, INC.

DocuSigned by:

A29B91B8A7B544A...
Name: Debi Chirichella
Title: President

Dated: November 23, 2021

CDS GLOBAL, INC.

DocuSigned by:

385475AFF03F4C6...
Name: Catherine A. Bostron
Title: Secretary

APPROVED AS TO FORM:

Dated: _____

DOSTART HANNINK & COVENEY LLP

ZACH P. DOSTART
Attorneys for Plaintiffs

Dated: December 1, 2021

GREENBERG TRAURIG, LLP



ROBERT J. HERRINGTON
Attorneys for Defendants

957847.3

Exhibit A

IF YOU WERE ENROLLED IN AN AUTOMATIC RENEWAL OR CONTINUOUS SERVICE MAGAZINE SUBSCRIPTION THROUGH HEARST MAGAZINE MEDIA OR CDS GLOBAL, YOU MAY BE ENTITLED TO COMPENSATION

Summary Notice of Class Action Settlement

Nakai, et al. v. Hearst Magazine Media, Inc., et al.

San Diego County Superior Court, Case No. 37-2021-00011096-CU-BT-CTL

What is the Lawsuit about? The Lawsuit alleges that certain California consumers who enrolled in automatic renewal or continuous service magazine subscriptions for Hearst publications directly through Hearst Magazine Media, Inc. (“Hearst”) or CDS Global, Inc. (“CDS”) (together, “Defendants”) had charges posted to their credit card, debit card, or third party payment accounts, without first being presented with all of the automatic renewal offer terms in a clear and conspicuous manner as required by California law. Although Defendants believe their practices complied with California law and deny the allegations of the Lawsuit, Defendants chose to settle this case without admitting any liability.

Am I a Class Member? Based on the business records of Defendants, between January 1, 2015 and September 23, 2021, the individual identified on this Summary Class Notice enrolled in at least one automatic-renewal or continuous-service magazine subscription for a Hearst publication directly through Defendants, paid for at least one renewal for a subscription, and used a California street address as the shipping address for that subscription, and therefore has the right to participate in the Settlement.

What relief does the Settlement provide? Defendants have agreed to pay the principal Settlement Amount of \$2,256,928.15. If the Court grants final approval of the Settlement, each Participating Class Member will be entitled to receive an equal, 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 [REDACTED], 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 [REDACTED]. If you exclude yourself from the Settlement, you will not receive any money from the Settlement, but you will retain whatever legal rights you may have against Defendants for any claims based on enrollment in, or charges for, automatic-renewal or continuous-service magazine 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 [REDACTED]. 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. You may hire your own attorney to advise you, but if you hire your own attorney, you will be responsible for paying that attorney’s fees and expenses. The Court will hold a hearing on [REDACTED], at [REDACTED] .m. 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 B

Nakai, et al. v. Hearst Magazine Media, Inc., et al.
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 AUTOMATIC RENEWAL OR CONTINUOUS SERVICE MAGAZINE SUBSCRIPTION THROUGH HEARST MAGAZINE MEDIA OR CDS GLOBAL, YOU MAY BE ENTITLED TO COMPENSATION

Summary Notice of Class Action Settlement
Nakai, et al. v. Hearst Magazine Media, Inc., et al.
San Diego County Superior Court, Case No. 37-2021-00011096-CU-BT-CTL

What is the Lawsuit about? The Lawsuit alleges that certain California consumers who enrolled in automatic renewal or continuous service magazine subscriptions for Hearst publications directly through Hearst Magazine Media, Inc. or CDS Global, Inc. (together, "Defendants") had charges posted to their credit card, debit card, or third party payment accounts, without first being presented with all of the automatic renewal offer terms in a clear and conspicuous manner as required by California law. Although Defendants believe that their practices complied with California law and deny the allegations of the Lawsuit, Defendants chose to settle this case without admitting any liability.

Am I a Class Member? Based on the business records of Defendants, between January 1, 2015 and September 23, 2021, the individual identified on this Summary Class Notice enrolled in at least one automatic-renewal or continuous-service magazine subscription for a Hearst publication directly through Defendants, paid for at least one renewal for a subscription, and used a California street address as the shipping address for that subscription, and therefore has the right to participate in the Settlement.

What relief does the Settlement provide? Defendants have agreed to pay the principal Settlement Amount of \$2,256,928.15. If the Court grants final approval of the Settlement, each Participating Class Member will have the right to receive an equal, 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 [REDACTED], 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 [REDACTED]. If you exclude yourself from the Settlement, you will not receive any money from the Settlement, but you will retain whatever legal rights you may have against Defendants for any claims based on enrollment in, or charges for, automatic-renewal or continuous-service magazine subscription. 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 [REDACTED]. 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. You may hire your own attorney to advise you, but if you hire your own attorney, you will be responsible for paying that attorney's fees and expenses. The Court will hold a hearing on [REDACTED] at [REDACTED] p.m. 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 AUTOMATIC RENEWAL OR CONTINUOUS SERVICE MAGAZINE SUBSCRIPTION THROUGH HEARST MAGAZINE MEDIA OR CDS GLOBAL, YOU MAY BE ENTITLED TO COMPENSATION

NOTICE OF CLASS ACTION SETTLEMENT

Nakai, et al. v. Hearst Magazine Media, Inc., et al.
San Diego County Superior Court
Case No. 37-2021-00011096-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 *Nakai, et al. v. Hearst Magazine Media, Inc., et al.*, Case No. 37-2021-00011096-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 [\[REDACTED\]](#). 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 certain California consumers who enrolled in automatic renewal or continuous service magazine subscriptions for Hearst publications directly through Hearst Magazine Media, Inc. (“Hearst”) or CDS Global, Inc. (“CDS”) had charges posted to their credit card, debit card, or third party payment accounts without first being presented with all of the automatic renewal offer terms in a clear and conspicuous manner as required by California law. The Lawsuit alleges that Defendants have 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 who, between January 1, 2015 and September 23, 2021, enrolled in at least one automatic-renewal or continuous-service magazine subscription for a Hearst publication directly through Defendants, paid for at least one renewal for a subscription, and who used a California street address as the shipping address for that subscription.

Each individual within the foregoing Class definition is referred to as a “Class Member.” Excluded from the Settlement Class are the judicial officers to whom this case is assigned.

Although Defendants believe their practices complied with California law and deny the allegations of the Lawsuit, Defendants chose to settle this case without admitting any liability.

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 have reached a proposed Settlement that, if approved by the Court, will resolve the claims asserted against Defendants. Plaintiffs and their counsel believe the Settlement is fair, reasonable, and in the best interests of the Class Members. In entering into the Settlement, Defendants continue to deny any and all allegations of liability, fault, or wrongdoing asserted in the Lawsuit.

On [REDACTED], 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 Kelly Nakai, Fenella Arnold, and Michele Ruppert 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, Defendants will pay the principal amount of Two Hundred Fifty-Six Thousand Nine Hundred Twenty-Eight Dollars and Fifteen Cents (\$2,256,928.15) (the “Settlement Amount”). The Settlement Amount, plus any interest thereon, will be used to pay Class Counsel’s attorneys’ fees and litigation expenses (both 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-eight (28) 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 Defendants. If the business records of Defendants do not contain an email address for a potential Class Member, or if the email notice is “bounced back” as undeliverable so as to indicate that the email address is no longer valid, 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 Defendants, 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 be entitled to 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 below in Section III.3. 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, an objection may be presented 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.

6. Service Payments. Class Counsel will file a motion requesting service payments to the Class Representatives not to exceed \$30,000 in the aggregate. Defendants have agreed that they 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 \$ [REDACTED]. Defendants have agreed that they 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 entitled 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) Class Members whose name, address, and/or email information is reflected in the business records produced by Defendants 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 Class Members to submit a Claim electronically via the Settlement Website. The deadline for submitting a Claim is [REDACTED]. 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 Defendants. The deadline for submitting a Claim is [REDACTED]. 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 be entitled to 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 *Nakai v. Hearst Magazine Media* Settlement", or words to that effect, and must be dated and personally signed by the person requesting exclusion. To be timely, the request for exclusion must be returned to the Settlement Administrator no later than [REDACTED]. 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: *Nakai v. Hearst Magazine Media* Settlement Administrator, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606; email: [REDACTED]. 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, Defendants' counsel, and the Settlement Administrator, no later than [REDACTED]. A written objection must set forth the name of the Lawsuit (*Nakai, et al. v. Hearst Magazine Media, Inc., et al.*, Case No. 37-2021-00011096-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, between January 1, 2015 and September 23, 2021, I enrolled in at least one automatic-renewal or continuous-service magazine subscription for a Hearst publication directly through Hearst Magazine Media, Inc. and/or CDS Global, Inc., paid for at least one renewal for a subscription, and used a California street address as the shipping address for that subscription." The written objection must also state the factual and legal basis for the objection, the Hearst publication to which he or she was a subscriber, the name and contact

information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation of submission of the objection or who may profit from the pursuit of the objection, and a statement indicating whether the objector intends to appear at the Final Approval Hearing. 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 Defendants may 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 Nakai v. Hearst Magazine Media Settlement Administrator, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606; (2) to counsel for Defendants, Robert J. Herrington, Greenberg Traurig, LLP, 1840 Century Park East, 19th Floor, Los Angeles, CA 90067; 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 presented 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. You may hire your own attorney to advise you, but if you hire your own attorney, you will be responsible for paying that attorney's fees and expenses.

IV. Release of Claims by Class Members

If the Settlement is approved by the Court and becomes effective, and provided that Defendants have 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 Hearst and CDS and any of their respective past, present, and future parents, subsidiaries, or affiliates, and any of their respective past, present, and future officers, directors, managers, employees, agents, consultants, independent contractors, licensors, licensees, general partners, limited partners, principals, insurers, reinsurers, shareholders, attorneys, advisors, representatives, successors, or assigns. For purposes of this paragraph, "Released Claims" means any and all causes of action or claims for relief whether in law or equity, including but not limited to injunctive relief, actual damages, nominal damages, statutory damages, punitive damages, exemplary or multiplied damages, restitution, disgorgement, expenses, attorneys' fees and costs, and/or any other form of consideration whatsoever, for any and all claims by the Settlement Class Members that have been pled in this action, or that could have been pled in the Lawsuit, that in any way relate to or arise from any Settlement Class Member's having enrolled in an automatic-renewal or continuous-service magazine subscription directly through Defendants for a Hearst publication between January 1, 2015 and September 23, 2021.

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 74, San Diego, CA 92101. Pursuant to court procedures implemented in response to COVID-19, the Court may conduct this hearing remotely via video or audio conference using the free Microsoft Teams App. Persons interested in attending or participating in the hearing should consult the Court's website, <https://www.sdcourt.ca.gov/sdcourt/civil2/civilicvirtualhearings>, for further information. 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

Nakai v. Hearst Magazine Media
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

958193.2

Exhibit D

CLAIM FORM

Nakai, et al. v. Hearst Magazine Media, Inc., et al.
San Diego County Superior Court
Case No. 37-2021-00011096-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 Defendants.

CURRENT PERSONAL INFORMATION:

Name (first, middle, last): _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email: _____

FORMER PERSONAL INFORMATION:

If in connection with a magazine subscription for a Hearst publication submitted directly through Hearst Magazine Media, Inc. or CDS Global, Inc. between January 1, 2015 and September 23, 2021, 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, between January 1, 2015 and September 23, 2021, I enrolled in at least one automatic-renewal or continuous-service magazine subscription for a Hearst publication directly through Hearst Magazine Media, Inc. or CDS Global, Inc., paid for at least one renewal for a subscription, and used a California street address as the shipping address for that subscription.

Date: _____

Signature: _____