

Granillo, et al. v. Advance Magazine Publishers Inc., et al.
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IF YOU WERE ENROLLED IN AN AUTOMATIC RENEWAL OR CONTINUOUS SERVICE PROGRAM BY CONDÉ NAST, YOU MAY BE ENTITLED TO MONEY

Summary Notice of Class Action Settlement
Granillo, et al. v. Advance Magazine Publishers Inc., et al.
San Diego County Superior Court, Case No. 37-2020-00009732-CU-BT-CTL

What is the Lawsuit about? Defendant Advance Magazine Publishers Inc. and subsidiaries thereof d/b/a Condé Nast (“Defendant” or “Condé Nast”) publishes and sells a number of magazines and services. The Lawsuit alleges that certain California consumers who enrolled in automatic renewal or continuous service subscriptions from Defendant 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 Condé Nast believes that its practices complied with California law and denies the allegations of the lawsuit, Condé Nast chose to settle this case, without admitting liability, to focus time, effort and resources on continuing to provide valued content, services and products, and not on additional legal fees and the uncertainty of litigation.

Am I a Class Member? Based on the business records of Defendant, between September 27, 2015 and May 27, 2020, the individual identified on this Summary Class Notice enrolled in an automatic renewal or continuous service subscription for a Condé Nast Publication or Service and was charged at least one renewal for such Publication or Service, and has the right to participate in the Settlement. A “Condé Nast Publication or Service” means a magazine published by or a service sold by Defendant, or one of its subsidiaries or predecessors, or any company or publication in the United States acquired by Defendant, including but not limited to any of the following magazines, publications, or services: *Allure, Allure Beauty Box, Architectural Digest, Bon Appétit, Brides, Condé Nast Traveler, Glamour, Golf Digest, GQ, GQ Best Stuff, Self, Teen Vogue, The New Yorker, Vanity Fair, Vogue, W, and Wired.*

What relief does the Settlement provide? Defendant has agreed to pay the principal Settlement Amount of One Million, Seven Hundred Thirty-One Thousand, One Hundred Twenty-Four Dollars (\$1,731,124.00). 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 November 23, 2020, which must be validated by the Settlement Administrator. You may submit a Claim through the settlement Website, www.MagazineRenewalSettlement.com PLEASE USE THE CPT ID AND PASSCODE LOCATED ON THE OTHER SIDE OF THIS POSTCARD TO ACCESS YOUR CLAIM FORM ON THE SETTLEMENT WEBSITE.

If you do not want to be legally bound by the Settlement, you must exclude yourself by November 23, 2020. 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 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 November 23, 2020. 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. The Court will hold a hearing on January 13, 2021, at 9:00 a.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 www.MagazineRenewalSettlement.com. You may also email the Settlement Administrator at MagazineRenewalSettlement@cptgroup.com or call 1-888-992-1118.