

SETTLEMENT AGREEMENT

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

This Settlement Agreement (“Agreement,” the terms of which are sometimes referred to as the “Settlement”) is entered into by and between Saul Granillo (“Granillo”) and Jennifer Fite (“Fite”), on the one hand, on behalf of themselves and all other individuals who are members of the Class as defined in Section III below, and Advance Magazine Publishers Inc. and subsidiaries thereof d/b/a Condé Nast (“Condé Nast” or “Defendant”), on the other hand. Each of the foregoing is a “Party” (collectively, the “Parties”).

I. RECITALS

A. On February 21, 2020, the instant action was commenced by the filing of a complaint in the Superior Court of the State of California, County of San Diego, entitled *Metrisin v. Advance Magazine Publishers Inc., et al.*, Case No. 37-2020-00009732-CU-BT-CTL (the “*Metrisin* action” or the “Action”). A First Amended Complaint (“FAC”) was filed on March 2, 2020. The Action alleges that Defendant enrolled plaintiffs Metrisin, Granillo, Fite, 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.

B. Previously, on September 27, 2019, Granillo and Fite had filed a complaint in the Superior Court of the State of California, County of San Diego, entitled *Granillo, et al. v. Condé*

Nast Entertainment LLC, Case No. 37-2019-00051411-CU-BT-CTL (the “*Granillo* action”). On November 1, 2019, Condé Nast removed the *Granillo* 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-02104-L-JLB.

C. On February 11, 2020, the Parties and their respective counsel participated in a full-day mediation before Jill R. Sperber, Esq. Although the Parties were unable to reach a settlement at the mediation, which at all times were at arms’ length, the Parties continued to engage in settlement discussions with the involvement of Ms. Sperber over the next two weeks. Those efforts ultimately led to a settlement on the terms set forth in this Agreement.

D. On February 26, 2020, the District Court entered an order staying the *Granillo* action pending the outcome of class action settlement approval proceedings in the *Metrisin* 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 *Metrisin* action or the *Granillo* action are suitable for class certification other than for purposes of this Settlement. Defendant believes that the claims asserted in both the *Metrisin* action and the *Granillo* action do not have merit and that it would have prevailed on the merits and on class certification. Nonetheless, taking into account the uncertainty and risks inherent in any litigation, Defendant has 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., 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, Second 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 Defendant.

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 September 27, 2015 and May 27, 2020, enrolled in an automatic renewal or continuous service program directly through Condé Nast for a Condé Nast Publication or Service, were charged for at least one renewal for such Publication or Service, and who used a California street address as the shipping or billing address for that Publication or Service. Excluded from the Settlement Class are the judicial officers to whom this case is assigned.

B. A "Condé Nast Publication or Service" means a magazine published by or a service sold by Defendant, or one of its corporate affiliates, subsidiaries, or predecessors, or any company

or publication in the United States previously 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*.

C. Solely for the purpose of effectuating the Settlement, the parties stipulate to the filing of a Second Amended Complaint which sets forth the foregoing definition of the Class and removes Dawn Metrisin as a plaintiff, as it was discovered that she is not a member of the Class, and removes Condé Nast Entertainment, LLC as a defendant.

D. 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”).

E. Solely for the purpose of effectuating this Settlement, and subject to Court approval, the Parties stipulate that Granillo and Fite will be appointed as Class Representatives.

F. 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.

G. 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 Condé Nast is the principal amount of One Million, Seven Hundred Thirty-One Thousand, One Hundred Twenty-Four Dollars (\$1,731,124.00) (the "Settlement Amount"). Defendant 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 under terms acceptable to all Parties 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, the entire remaining balance of the Settlement Fund shall be returned to Condé Nast. Under no circumstances shall Condé Nast 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 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 and Change of Business Practices. On or before the Effective Date, to the extent applicable, Defendant will implement procedures reasonably designed to ensure compliance with the California Automatic Renewal Law, Bus. & Prof. Code § 17600-17606. 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 and is specifically not an admission of wrongdoing, fault, or liability and is, in fact, a denial of all such allegations

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 \$35,000 incurred in connection with the *Metrisin* and *Granillo* 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 Granillo and/or Fite, 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. Condé Nast has provided to the Settlement Administrator and to Class Counsel a list of the names, last known U.S. Mail addresses, and email addresses, to the extent available, of the Class Members (the “Class List”). Defendant will provide the Settlement Administrator and Class Counsel with any other documents or data in their possession, custody, or control 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 only for implementation of the Settlement and for no other purpose. The Class List and any other documents or data provided pursuant to this paragraph shall be destroyed by Class Counsel upon final distribution of the Settlement Amount, with a written confirmation of destruction provided to Condé Nast’s counsel.

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, 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 emailed Summary Notice, the mailed Summary Notice, the Long Form Notice, (Exhibits A, B, C hereto respectively) shall each contain the following statement from Condé Nast: 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.

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

H. 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.

I. 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 Condé Nast, in their 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.

J. 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 Condé Nast 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 Condé Nast from communicating with Class Members to the extent required in the normal course of Condé Nast's business.

K. 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.

L. 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.

M. 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 *Granillo v. Advance Magazine Publishers* 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.

N. Any Class Member who wishes to object to the Settlement must do so in writing. To object to the Settlement, 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. Any written objection must set forth the name of the lawsuit (*Granillo, et al. v. Advance Magazine Publishers Inc., et al.*, Case No. 37-2020-00009732-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 enrolled in an automatic renewal or continuous service subscription directly through Advance Magazine Publishers Inc. or subsidiaries thereof d/b/a Condé Nast, was charged for at least one renewal for such publication or service, and used a California street address as the shipping or billing address for that publication or service, and I wish to object to the Settlement." The written objection must also state the factual and legal basis for the objection, the Condé Nast Publication(s) or Service(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 Defendant's counsel, Michael Duvall, Dentons US LLP, 601 S. Figueroa Street, Los Angeles, CA 90017; 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 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.

O. 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.

P. If the number of Class Members who submit a valid request for exclusion from the Settlement Class exceeds 10% of the total number of Class Members, Condé Nast shall have the right, but not the obligation, to terminate this agreement. If the number of valid exclusion requests triggers Defendant's right to terminate, and if Defendant elects to exercise that right, Defendant must deliver to Class Counsel written notice of that election within fourteen (14) days after Defendant's receipt of the list of Excluded Class Members as described above in Section VII.O.; 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.P., within thirty (30) calendar days after notice of termination, the Settlement Administrator shall return to Defendant 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 attorney's fees, court costs, or any Service Award until at least the earlier of (i) fifteen (15) days after Defendant's receipt of the list of Excluded Class Members as described above in Section VII.O. or (ii) if the number of Class Members who submit a valid request for exclusion from the Settlement Class does not exceed 10% of the total number of Class Members, the day the Settlement Administrator provides the list of Excluded Class Members described above in Section VII.O.

Q. 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.

R. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with drafts of all administration-related documents to be broadly disseminated to the Settlement Class Members, including but not limited to summary class notices, the Long Form Class Notice, the Settlement Website, or telephone scripts, at least five (5) business days before the Settlement Administrator is required to or intends to publish or use such communications, unless Class Counsel and Defendant's Counsel agree to waive this requirement in writing on a case by case basis.

S. The Settlement Administrator shall provide Class Counsel and Defendant's 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 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 forty-five (145) 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, provided that Condé Nast has paid the full Settlement Amount, Granillo, Fite, 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 (both as defined below). For purposes of this paragraph, “Released Parties” means Defendant and any of its 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 Class Members that have been pled in this Action, or that could have been pled in this Action, or that in any way relate to or arise from Condé Nast’s automatic renewal and/or continuous service programs from September 27, 2015 to date of entry of Judgment, including but not limited to any of the facts, transactions, disclosures, statements, or representations related thereto.

B. Granillo and Fite waive all rights and benefits afforded by Section 1542 of the Civil Code of the State of California as to unknown claims and do so understanding the significance of the waiver. Section 1542 of the Civil Code provides that:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of claims, Granillo and Fite expressly acknowledge and agree that this Settlement is intended to include such claims that they do not know or suspect to exist in their favor at the time of execution hereof, and that this Stipulation of Settlement contemplates the extinguishment of any such claim or claims.

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 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 or their respective successors in interest.

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. Condé Nast may terminate the Settlement if the Court in this Action either denies preliminary or final approval, or conditions the grant of preliminary or final approval, based on a rejection or modification of the Class Definition (Section III.A.), Consideration (Section IV), or

Release (Section IX) of this Agreement. Condé Nast may also terminate the Settlement if, on appeal from a Judgment entered in this Action following an order of the Superior Court granting final approval, an appellate court with jurisdiction over this Action reverses the grant of final approval based on a rejection or modification of the Class Definition (Section III.A.), Consideration (Section IV), or Release (Section IX) of this Agreement. If the Superior Court or any appellate court in this Action denies or conditions the grant of preliminary or final approval on a rejection or modification of any other provision of this Agreement, the Parties shall work in good faith to revise the Agreement to conform to the Court's order and the remainder of the Settlement shall remain in full force and effect. If the Parties cannot reach agreement on such revisions to conform to the Court's order, they shall submit respective proposals to the Court for determination.

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, Granillo, Fite, and all Class Members who did not submit a valid request for exclusion in accordance with Section VII.M. 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. Dismissals: Within seven (7) days after the Effective Date, Class Counsel shall request and/or effectuate dismissal of the *Granillo* action with prejudice.

H. Class Counsel will not issue any press release or give any media interview concerning this action, the *Granillo* action, or this Settlement. If Class Counsel receives a question from any media or a request for a media interview, Class Counsel will either provide no comment or respond to the effect that the Action has been settled on terms mutually agreeable to the Parties. Class Counsel will not author, knowingly contribute to, or encourage the publication or posting of any statement about this action, the *Granillo* action, or this Settlement. Nothing in this paragraph H. shall be construed to restrict Class Counsel in performing its professional duties to represent Plaintiffs and the Class in seeking preliminary and final approval of this Settlement, providing notice to the Class in accordance with this Settlement and any court order, or to respond to any objections that may be made with respect to this Settlement. Furthermore, nothing in this paragraph H. shall be construed as restricting, in response to direct inquiries or to comply with any law, court order, or local rule, Class Counsel's right to identify or describe this action or the *Granillo* action as matters that have been handled by Class Counsel.

I. 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.

J. 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.

K. 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. Advance Magazine Publishers Inc. and subsidiaries thereof d/b/a Condé Nast warrant that they have obtained all necessary authorizations under their respective organizational documents and under law to make this Agreement binding on them.

L. 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.

M. This Agreement may be executed in counterparts.

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

O. 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: 7/8/2020

DocuSigned by:
Saul (Landon) Granillo
SAUL GRANILLO

Dated: _____

JENNIFER FITE

Dated: _____

ADVANCE MAGAZINE PUBLISHERS INC.

Name: _____

Title: _____

L. 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.

M. This Agreement may be executed in counterparts.

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

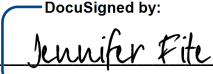
O. The Superior Court of the State of California, County of San Diego, will retain continuing jurisdiction to interpret and enforce this Agreement pursuant to Code of Civil Procedure section 664.6.

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: _____

SAUL GRANILLO

Dated: 7/1/2020

DocuSigned by:


JENNIFER PITE

Dated: _____

ADVANCE MAGAZINE PUBLISHERS INC.

Name: _____

Title: _____

L. 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.

M. This Agreement may be executed in counterparts.

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

O. 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: July ___, 2020

SAUL GRANILLO

Dated: July ___, 2020

JENNIFER FITE

Dated: July 22, 2020

ADVANCE MAGAZINE PUBLISHERS INC.

DocuSigned by:
Mike Goss
By: 712192F0A75E45B...

MIKE GOSS
Chief Financial Officer, Advance Magazine
Publishers Inc.

Dated: July 10, 2020

DOSTART HANNINK & COVENEY LLP



ZACH P. DOSTART
Attorneys for Plaintiffs

Dated: July 22, 2020

DENTONS US LLP



Michael Duvall
Attorneys for Defendant

Exhibit A

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 for at least one renewal of 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 <<Date>>, which must be validated by the Settlement Administrator. You may submit a Claim through the settlement Website, <<Website>>, which can also be accessed through the following link: <<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 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 <<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. 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 <<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 B

Granillo, et al. v. Advance Magazine Publishers 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
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 <<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 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 <<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. 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 <<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 AUTOMATIC RENEWAL OR CONTINUOUS SERVICE PROGRAM BY CONDÉ NAST, YOU MAY BE ENTITLED TO MONEY

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

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 *Granillo, et al. v. Advance Magazine Publishers Inc., et al.*, Case No. 37-2020-00009732-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

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, including but not limited to 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*. 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. The Lawsuit alleges that Defendant has 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 September 27, 2015 and May 27, 2020, enrolled in an automatic renewal or continuous service program directly through Condé Nast for a Condé Nast Publication or Service, were charged for at least one renewal for such Publication or Service, and who used a California street address as the shipping or billing address for that Publication or Service.

A “Condé Nast Publication or Service” means a magazine published by or a service sold by Defendant or one of its subsidiaries, 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.

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 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, service and products, and not on additional legal fees and the uncertainty of litigation.

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 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 Saul Granillo and Jennifer Fite 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, Seven Hundred Thirty-One Thousand, One Hundred Twenty-Four Dollars (\$1,731,124.00) (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-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 does 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 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 <<Date>> (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 on the next page in Section III.3. Any Class Member who wishes to object to the Settlement must do so 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. 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 \$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 \$35,000. 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 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 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 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 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 *Granillo v. Advance Magazine Publishers 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 <<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: Granillo v. Advance Magazine Publishers 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 must do so 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 (*Granillo, et al. v. Advance Magazine Publishers Inc., et al.*, Case No. 37-2020-00009732-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 enrolled in an automatic renewal or continuous service subscription directly through Advance Magazine Publishers Inc. or subsidiaries thereof d/b/a Condé Nast, was charged for at least one renewal for such publication or service, and used a California street address as the shipping or billing address for that publication or service, and I wish to object to the Settlement.” The written objection must also state the factual and legal basis for the objection, the Condé Nast Publication(s) or Service(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. 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 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 Granillo v. Advance Magazine Publishers Settlement Administrator, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606; (2) to counsel for Defendant, Michael J. Duvall, Dentons US LLP, 601 S. Figueroa St., Los Angeles, CA 90017; and (3) to Class Counsel, Zach P. Dostart, Dostart Hannink & Coveney LLP, 4180 La Jolla Village Drive, Suite 530, La Jolla, CA 92037. 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.

IV. Release of Claims by Class Members

If the Settlement is approved by the Court and becomes effective, and provided that Defendant 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 Defendant and any of its 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, whether known or unknown, 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 this Action, or that in any way relate to or arise from Condé Nast’s automatic renewal and/or continuous service programs from September 27, 2015 to date of entry of Judgment, including but not limited to any of the facts, transactions, disclosures, statements, or representations related thereto.

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 73, 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

Granillo v. Advance Magazine Publishers
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

Exhibit D

CLAIM FORM

Granillo, et al. v. Advance Magazine Publishers Inc., et al.
San Diego County Superior Court
Case No. 37-2020-00009732-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 magazine or product subscription submitted to Advance Magazine Publishers Inc. and subsidiaries thereof d/b/a Condé Nast, between September 27, 2015 and May 27, 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, between September 27, 2015 and May 27, 2020, I enrolled in an automatic renewal or continuous service subscription directly through Advance Magazine Publishers Inc. or subsidiaries thereof d/b/a Condé Nast, was charged for at least one renewal for such publication or service, and used a California street address as the shipping or billing address for that publication or service.

Date: _____

Signature: _____