

SETTLEMENT AGREEMENT

McKinney, Koller, et al. v. Consumer Reports, Inc.
San Diego County Superior Court
Case No. 37-2020-00046677-CU-BT-CTL

This Settlement Agreement (“Agreement,” the terms of which are sometimes referred to as the “Settlement”) is entered into by and between Nino Koller (“Koller”) and Michelle Brown (“Brown”), 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 Consumer Reports, Inc. (“Consumer Reports” or “defendant”), on the other hand. Each of the foregoing is a “Party” (collectively, the “Parties”).

I. RECITALS

A. On December 18, 2020, an action was commenced by Teresa McKinney in the Superior Court of the State of California, County of San Diego, entitled *McKinney v. Consumer Reports Inc.*, Case No. 37-2020-00046677-CU-BT-CTL. A First Amended Complaint (“FAC”) was filed on December 29, 2020, which added Koller and Brown as additional plaintiffs. Following the filing of that action, it was determined that McKinney is not a member of the class defined in the Complaint and in this Settlement Agreement, and she does not have standing to pursue the asserted claim. Therefore, on January 13, 2021, a Second Amended Complaint (“SAC”) was filed, which omits McKinney as a plaintiff, and the action will proceed with Koller and Brown as the plaintiffs and class representatives. In view of those developments, this action may be referred to herein as the *McKinney* action, the *Koller* action, or simply the “Action.” The Action alleges that defendant enrolled plaintiffs and other Class Members, as defined in Section III.A., in automatic-renewal or continuous service 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 March 2, 2020, Koller and Brown had commenced an action by filing a complaint in the Superior Court of the State of California, County of San Diego, entitled *Koller, et al. v. Consumer Reports, Inc.*, Case No. 37-2020-00011819-CU-BT-CTL. On April 6, 2020, defendant removed that action to the United States District Court for the Southern District of California (the “District Court”), where it was assigned Case No. 3:20-cv-00660-JLS-KSC (the “federal” action).

C. In the federal action, on May 13, 2020, defendant filed a Motion to Dismiss plaintiffs’ Complaint (EFC No. 6). On June 25, 2020, plaintiffs filed an opposition to the Motion to Dismiss (ECF No. 8), and, on July 2, 2020, defendant filed its reply in support of the Motion to Dismiss (ECF No. 12). On July 2, 2020, the District Court vacated the scheduled hearing on the Motion to Dismiss and took the matter under submission without oral argument (ECF No. 13).

D. On January 4, 2021, the District Court entered an order staying the federal action pending the outcome of class action settlement approval proceedings in the *Koller* action in state court.

E. This Agreement represents a compromise of disputed claims. Defendant denies any and all allegations of liability, fault, or wrongdoing, and further denies that any claims alleged in either the *Koller* action or the federal action are suitable for class certification other than for purposes of this Settlement. Defendant believes that the claims asserted in the *Koller* action and the federal 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 that it is desirable and beneficial that the Action be fully and finally settled and that the federal action be terminated 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, as defined in Section III.A., 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, as defined in Section III.A., 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, as defined in Section III.B., 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 Second Amended Complaint and any Answer thereto shall be stricken or withdrawn, and Koller and Brown will dismiss the *Koller* action; and (4) the Settlement Administrator, as defined in Section III.D., 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 “Class” (the members of which are referred to as the “Class Members”):

All individuals in California who, between March 2, 2016 and November 5, 2020, (i) enrolled in an automatic renewal or continuous service program through Consumer Reports for *Consumer Reports* magazine, *Consumer Reports On Health*, *Consumer Reports Online*, and/or *Consumer Reports All Access*, and (ii) were charged for an automatic renewal of such subscription. Excluded from the Class are 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 Koller and Brown will be appointed as Class Representatives.

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

E. Plaintiffs shall timely 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 Class Notice, the mailed Summary Class Notice, the Long Form Class 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 Consumer Reports is the principal amount of One Million One Hundred and Fifty Thousand Dollars (\$1,150,000.00) (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 account ("Settlement Fund"). Pending entry of final approval and Judgment, the Settlement Fund may be used only to pay for expenses of settlement administration, including the expense of disseminating class notice. If the Settlement is not granted final Court approval for any reason, the entire remaining balance of the Settlement Fund shall be returned to Consumer Reports. Under no circumstances shall Consumer Reports be obligated to pay any monetary amount pursuant to this Settlement in excess of the Settlement Amount.

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

C. Injunctive Relief and Change of Business Practices. On or before the Effective Date, to the extent applicable, defendant will implement and maintain procedures reasonably designed to ensure compliance with the California Automatic Renewal Law, Bus. & Prof. Code, §§ 17600-17606. If California law (whether statutory or controlling case law) concerning automatic renewal or continuous service arrangements changes in the future so as to impose different requirements, defendant will be free to conform its practices to then-established law. Because this Settlement is a compromise of disputed allegations and claims, defendant's agreement to this Section IV.C. is expressly for the purposes of settlement and is not an admission of wrongdoing, fault, or liability, and is not an admission or acknowledgement that any of defendant's offer materials heretofore have not been in compliance with law.

V. ATTORNEYS' FEES AND LITIGATION EXPENSES

Class Counsel will file a motion for an award of attorneys' fees of up to thirty-eight percent (38%) of the Settlement Amount, plus actual litigation expenses not to exceed \$30,000 incurred in connection with the *Koller* and federal 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 Koller and/or Brown not to exceed \$30,000 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. Within seven (7) days after the Preliminary Approval Date, Consumer Reports shall provide to the Settlement Administrator and to Class Counsel a list of the names, last known U.S. mailing addresses, last known billing addresses, telephone numbers, and email addresses of the Class Members, to the extent such information is available (the “Class List”). Defendant will provide the Settlement Administrator and Class Counsel with any other documents or data in its 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 Consumer Reports’ counsel.

B. No later than thirty-five (35) 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 Second 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 Class Notice, the mailed Summary Class Notice, the Long Form Class Notice, (Exhibits A, B, C hereto respectively) shall each contain the following statement from Consumer Reports: Although Defendant believes that its practices were in

compliance with California law, Defendant chose to settle this case, without admitting liability, to focus time, effort and resources on protecting consumers, as the organization has since its founding, 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 forty-five (45) days following the Notice Date (the “Claim/Exclusion/Objection Deadline”). If the Claim is returned via the Settlement Website, the date of return will be the date of submission through the Settlement Website. If the Claim is returned by U.S. Mail, the date of return will be the date of postmark. If the Claim is returned by personal delivery or email, the date of return will be the date the Claim is received by the Settlement Administrator. Class Counsel or Consumer Reports, 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.

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 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 notice of deficiency. Class Counsel and Consumer Reports 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 Consumer Reports from communicating with Class Members to the extent required in the normal course of Consumer Reports' 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 *McKinney, Koller v. Consumer Reports, Inc.* 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. The written objection must set forth the name of the lawsuit (*McKinney, Koller et al. v. Consumer Reports, Inc.*, Case No. 37-2020-00046677-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 March 2, 2016 and November 5, 2020, I was enrolled in an automatic renewal or continuous service program through Consumer Reports for *Consumer Reports* magazine, *Consumer Reports On Health*, *Consumer Reports Online*, and/or *Consumer Reports All Access*, and was charged for an automatic renewal of such subscription, and I wish to object to the

Settlement.” The written objection must also state the factual and legal basis for the objection, the magazine or 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 the submission of the objection or who may profit from 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, Bety Javidzad, Dentons US LLP, 601 S. Figueroa Street, Suite 2500, 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 will respond to any written objections, as appropriate, either in briefs filed in advance of the final approval hearing or at the final approval hearing.

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 (as described in Section VII.Q.), 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 Class exceeds 10% of the total number of Class Members, Consumer Reports 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 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 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 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 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 Consumer Reports has paid the full Settlement Amount, Koller, Brown, and all Class Members who have not timely requested exclusion from the Settlement, as well as their respective assigns, executors, administrators, successors, and agents, shall be deemed to release, resolve, relinquish, and discharge each and all of the Released Parties from each of the Released Claims (as defined below). For purposes of this paragraph, “Released Parties” means defendant and any of its past, present, and future parents, subsidiaries, or affiliates, and any of its 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, that in any way relate to or arise from Consumer Reports’ automatic renewal and/or continuous service programs from March 2, 2016 to date of entry of Judgment, including but not limited to any of the facts, transactions, disclosures, statements, or representations related thereto.

B. Koller and Brown 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, Koller and Brown 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 Settlement Agreement 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 *Koller* action or the federal 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. Consumer Reports 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. Consumer Reports 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, Koller, Brown, 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 Defendant 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 federal action with prejudice.

H. Class Counsel will not issue any press release or give any media interview concerning the *Koller* action, the federal 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 the *Koller* action, the federal 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 the *Koller* action or the federal 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. Consumer Reports, Inc. warrants that it has obtained all necessary authorizations under its organizational documents and under law to make this Agreement binding on it.

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.

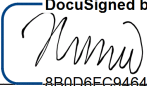
M. This Agreement may be executed in counterparts.

N. Except as otherwise specifically provided for herein, each Party will bear its own attorneys' fees, costs and expenses in relation to both the *Koller* action and the federal 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: 1/22/2021

DocuSigned by:

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NINO KOLLER

Dated: _____

MICHELLE BROWN

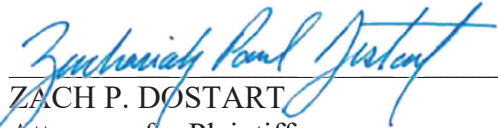
Dated: _____

CONSUMER REPORTS, INC.

Name: Marta Tellado
Title: Chief Executive Officer

APPROVED AS TO FORM AND WITH AGREEMENT:

Dated: January 22, 2021

DOSTART HANNINK & COVENEY LLP


ZACH P. DOSTART
Attorneys for Plaintiffs

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 *Koller* action and the federal 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: _____

Dated: 1/22/2021

Dated: 1/26/2021

NINO KOLLER
DocuSigned by:
Michelle Brown
D35814B0CBE64BC...

MICHELLE BROWN

CONSUMER REPORTS, INC.
DocuSigned by:
Marta Tellado
764CB6E7DB73409...

Name: Marta Tellado
Title: Chief Executive Officer

APPROVED AS TO FORM AND WITH AGREEMENT:

Dated: January 22, 2021

DOSTART HANNINK & COVENEY LLP
Zachary Paul Juston

ZACH P. DOSTART
Attorneys for Plaintiffs

APPROVED AS TO FORM:

Dated: January 22, 2021

DENTONS US LLP



BETY JAVIDZAD
Attorneys for Defendant