

## **SETTLEMENT AGREEMENT**

*Sellers, et al. v. JustAnswer LLC*  
San Diego County Superior Court  
Case No. 37-2020-00005869-CU-BT-CTL

This Settlement Agreement (“Agreement,” the terms of which are sometimes referred to as the “Settlement”) is entered into by and between plaintiffs Tina Sellers (“Sellers”) and Erin O’Grady (“O’Grady”) (collectively, “Plaintiffs”), on the one hand, and defendant JustAnswer LLC (“Defendant” or “JustAnswer”), on the other hand. Each of the foregoing is a “Party” (collectively, the “Parties”).

### **I. RECITALS**

A. On January 31, 2020, Plaintiffs filed a complaint in the Superior Court of the State of California, County of San Diego, entitled *Sellers, et al. v. JustAnswer LLC*, Case No. 37-2020-00005869-CU-BT-CTL (the “Action”). (ROA #1.) The Action alleges that, in connection with membership subscription offers made to California consumers, Defendant violated provisions of California consumer-protection law, including the Automatic Renewal Law (Bus. & Prof. Code, § 17600 et seq.) (“ARL”), the Consumers Legal Remedies Act (Civ. Code, § 1750 et seq.) (“CLRA”), and the Unfair Competition Law (Bus. & Prof. Code, § 17200 et seq.) (“UCL”).

B. In response to the Complaint, on May 26, 2020, Defendant filed a Motion to Compel Arbitration and Stay of Proceedings (“MTCA”). (ROA #15-20.) After briefing and oral argument, the Superior Court (Hon. Kenneth J. Medel) issued an order denying the motion on August 13, 2020. (ROA #47.) On August 17, 2020, Defendant filed a notice of appeal. (ROA #49-50.)

C. Following an exchange of relevant information, on January 13, 2021, the Parties participated in a full-day mediation before Jill R. Sperber, Esq., a professional mediator associated with Judicate West. The Parties were unable to reach a settlement at the mediation. As a result, the Parties proceeded with briefing in the Court of Appeal.

D. On December 30, 2021, the Court of Appeal issued an Opinion affirming the Superior Court's order.

E. Following an exchange of additional information, the Parties have reached a settlement on the terms set forth herein. 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 the Action are suitable for class certification other than for purposes of this Settlement.

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 conditionally 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 a service payment, 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 an order regarding attorneys' fees, litigation expenses, or service payments, 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 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 filed pursuant to this Agreement shall be withdrawn; (4) the Settlement Administrator will, after deducting any settlement administration expenses incurred as of that date, return any Settlement funds in its

possession to Defendant; and (5) the Parties shall be deemed to have preserved all of their rights or defenses as of the date of this Agreement.

### 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 who, between January 31, 2016 and December 2, 2021, were enrolled in a JustAnswer membership in connection with or at the conclusion of a trial period and whose account was created with a California zip code for billing purposes, excluding individuals who (i) were enrolled in a membership after utilizing JustAnswer’s services on a pay-per-question basis or (ii) received a complete refund of all amounts paid to JustAnswer. Excluded from the Class are all employees of Plaintiffs’ counsel and the judicial officer(s) to whom this case is assigned.

B. Solely for the purpose of effectuating the Settlement, the Parties stipulate to the filing of a First Amended Complaint which sets forth the foregoing definition of the Class. As part of the motion for preliminary approval, the Parties will request that the Court grant leave for the filing of the First Amended Complaint and that Defendant be deemed to have denied all material allegations of the First Amended Complaint without the necessity of filing an Answer.

C. 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”).

D. Solely for the purpose of effectuating the Settlement, and subject to Court approval, the Parties stipulate that Tina Sellers and Erin O’Grady will be appointed as Class Representatives.

E. Subject to Court approval, and subject to the Parties’ right to propose a different administration firm, the Parties agree that CPT Group, Inc. will be the Settlement Administrator. The Settlement Administrator will be responsible for: disseminating the Summary Class Notice; establishing and maintaining the Settlement Website; researching and updating addresses through

skip-traces and similar means, if and to the extent necessary; receiving and validating claims; preparing a declaration regarding its due diligence; transmitting settlement payments to Class Members; and doing such other things as the Parties or the Court may direct in order to effectuate the Settlement.

F. Plaintiffs shall 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 (proposed forms for the emailed Summary Notice, the mailed Summary Notice, the and Long Form Notice, are attached hereto as Exhibits A, B, and C, respectively). 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, reimbursement of litigation expenses, and any service payments, should be finally approved as fair, reasonable, and adequate as to the Class.

#### IV. SETTLEMENT CONSIDERATION

A. Monetary Consideration. The total gross monetary consideration to be paid by Defendant is Four Million Seven Hundred Thousand Dollars (\$4,700,000.00) (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"), to be distributed only as set forth in this Agreement. If the Settlement is not granted final Court approval for any reason, the entire remaining balance of the Settlement Fund shall be returned to Defendant. Under no circumstances shall Defendant 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 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 payments awarded by the Court to the Class Representatives and/or to other Class Members who provided assistance to Class Counsel, the expenses of settlement administration (including class notice), and the settlement payments to Class Members. If any funds are remaining by reason of uncashed settlement checks or otherwise, the remaining funds will be paid to one or more *cy pres* recipients proposed by the Parties and approved by the Court, unless the Court orders otherwise. Provided that the Effective Date occurs, no portion of the Settlement Amount will revert to Defendants.

C. Injunctive Relief and Change to Business Practices. Within 60 days after the Effective Date, and for a period of at least two years thereafter, Defendant will make any changes to its membership offer materials and practices necessary to substantially comply with California Business and Professions 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 shall not constitute an admission or concession that any of Defendant's offer materials or practices heretofore have not been in compliance with the ARL.

#### V. ATTORNEYS' FEES AND LITIGATION EXPENSES

Class Counsel will file a motion for an award of attorneys' fees of up to thirty-eight percent (38%) of the Settlement Amount, plus actual litigation expenses not to exceed \$95,000 incurred in connection with the Action. 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 PAYMENTS

Class Counsel will file a motion requesting service payments to the Class Representatives and/or to other Class Members who assisted Class Counsel, not to exceed \$75,000 in the aggregate.

Defendant 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.

## VII. SETTLEMENT ADMINISTRATION

A. Defendant has provided to Class Counsel an Excel spreadsheet that includes (to the extent such information is available in Defendant's business records) contact information for all Class Members (the "Database"). The Database is designated as "Confidential" and shall be used solely for purposes of settlement. Class Counsel is authorized to provide the Database to the Settlement Administrator.

B. The Parties shall use reasonable and best efforts to ensure that 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 Database. 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.

C. 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 endeavor to obtain alternative email addresses through commercially reasonable sources and will email a copy of the Summary Class Notice to any alternative email address so obtained; or, alternatively, to the extent the Database contains mailing address information for such Class Member, the Settlement Administrator will mail a copy of the Summary Class Notice to the person's last-known mailing address, as updated by the U.S. Postal Service's National Change of Address ("NCOA") database. Class Counsel is authorized to direct the Settlement Administrator to undertake

additional steps to disseminate the Summary Class Notice. For a period of thirty (30) 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 who receive an emailed Summary Class Notice or a mailed Summary Class Notice may submit a Claim electronically via the Settlement Website.

E. If anyone contacts the Settlement Administrator to request a claim form, the Settlement Administrator will provide that person with a Claim Form substantially in the form of Exhibit D.

F. The date that is sixty (60) days after the Notice Date shall be referred to as the “Claim/Exclusion/Objection Deadline.”

G. In order to receive a share of the Settlement Amount, Class Members must file a timely Claim, either electronically via the Settlement Website or a 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 Claim Form will be deemed valid if the claimant's email address, mailing address, and/or telephone number match information in the Database. Any Claim Form must be completed and signed by the claimant.

H. To be timely, the Claim must be returned to the Settlement Administrator no later than the Claim/Exclusion/Objection Deadline. If the Claim is returned via the Settlement Website, the date of return will be the date of submission through the Settlement Website. If the Claim is returned by U.S. Mail, the date of return will be the date of postmark. If the Claim is returned by personal delivery or email, the date of return will be the date the Claim is received by the Settlement Administrator. Class Counsel 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.

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

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

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

L. Any Class Member who wishes to be excluded from the Settlement must complete and return a request for exclusion via U.S. Mail, email, or personal delivery, and that request for exclusion must be validated by the Settlement Administrator as provided in this section. The request for exclusion must be in writing, must list the Class Member's name, mailing address, email address, and telephone number, along with the statement "I wish to be excluded from the *Sellers v. JustAnswer LLC* Settlement" or words to that effect. 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. Those Class Members who submit timely requests for exclusion will be referred to as Excluded Class Members. Excluded Class Members will not receive any consideration under the Settlement and will not be bound by any provision of the Settlement. Requests for exclusion shall be sent by regular mail, electronic mail, or hand-delivery to the Settlement Administrator, as follows: Sellers v. JustAnswer LLC Settlement Administrator, c/o CPT Group, 50 Corporate Park, Irvine, California 92606; email: \_\_\_\_\_.

M. Any Class Member who wishes to object to the Settlement may do so either orally or in writing. To object to the Settlement in writing, a Class Member must file a written objection with the Court and serve copies of the objection on Class Counsel, Defendant's counsel, and the Settlement Administrator, no later than the Claim/Exclusion/Objection Deadline. Any written objection must set forth the name of the lawsuit (*Sellers v. JustAnswer LLC*, Case No. 37-2020-00005869-CU-BT-CTL), the Class Member's name, mailing address, email address, and telephone number, and the following statement: "I declare under penalty of perjury that, to the best of my

knowledge, between January 31, 2016 and December 2, 2021, I was charged for JustAnswer's membership program at the conclusion of a trial period, and I wish to object to the Settlement." Any written objection must also state the factual and legal basis for the objection; 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 Sellers v. JustAnswer LLC Settlement Administrator, c/o CPT Group, 50 Corporate Park, Irvine, California 92606; (2) to Defendant's counsel, Randolph Gaw, GAW | POE LLP, 4 Embarcadero Center, Suite 1400, San Francisco, CA 94111; and (3) to Class Counsel, Zach P. Dostart, Dostart Hannink & Coveney LLP, 4180 La Jolla Village Drive, Suite 530, La Jolla, California 92037. The Settlement Administrator will promptly compare the information submitted by the objector against the Database 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.

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

O. Class Members who submit timely Claims that are validated by the Settlement Administrator are referred to as the "Participating Class Members." Only Participating Class

Members will be entitled to receive settlement payments under the Settlement, in accordance with Section VIII, below.

#### VIII. SETTLEMENT PAYMENTS

A. Each Participating Class Member will receive an equal, pro-rata portion of the Net Settlement Amount, unless otherwise ordered by the Court. 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 to the Class Representatives and/or other Class Members who assisted Class Counsel in connection with the Action, 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 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 transmit to each Participating Class Member that person’s settlement payment, which may be in the form of a check or an electronic payment such as Venmo, direct deposit/ACH, or PayPal. The settlement payment will be accompanied by a statement 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, or in the event any electronic payment is unable to be processed, the Settlement Administrator will attempt to contact the Participating Class Member by telephone or email or perform a skip trace to attempt to locate a current address or other relevant information necessary to re-issue payment. Any payment instrument not negotiated within ninety (90) days of its mailing or other transmission by the Settlement Administrator will be void. Any portion of the Settlement Amount, including accrued

interest, that remains unpaid at the end of such ninety-day period will be paid to one or more *cy pres* recipients mutually proposed by the Parties and approved by the Court, unless the Court orders otherwise.

IX. RELEASE OF CLAIMS

Following the Effective Date and provided that Defendant has paid the full Settlement Amount, Sellers, O’Grady, and all Class Members who have not timely requested exclusion from the Settlement (collectively, the “Releasing Parties”), 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 JustAnswer LLC and any of its past or present parents, subsidiaries, affiliated companies, and corporations, and any of their past or present officers, directors, managers, employees, general partners, limited partners, principals, insurers, reinsurers, shareholders, attorneys, advisors, representatives, or assigns. For purposes of this paragraph, “Released Claims” means any and all causes of action or claims for relief, including but not limited to injunctive relief, actual damages, nominal damages, statutory damages, punitive damages, restitution, disgorgement, attorneys’ fees and costs, and/or any other form of monetary consideration whatsoever, for any and all claims by the Class Members that have been pled in this Action, or that could have been pled in the Action, that relate to or arise from charges associated with enrollment in Defendant’s automatically renewing membership program (including a trial period) from January 31, 2016 to December 2, 2021. The release will take effect immediately upon the Effective Date, provided that Defendant has paid the full Settlement Amount.

X. MISCELLANEOUS

A. The Settlement represents a compromise of disputed claims. Nothing contained in this Agreement shall be construed or deemed an admission of liability, culpability, or wrongdoing on the part of Defendant.

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. 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. It is the intention of the Parties to comply in all respects with the requirements of California law and with any local rule of the Court with respect to this Settlement Agreement, the procedure for obtaining court approval, and the procedure for implementing the Settlement. If the Court or any appellate court denies or conditions the grant of preliminary or final approval on a rejection or modification of any provision of this Agreement other than the dollar amount of aggregate monetary consideration to be paid by Defendant set forth in Section IV.A, the Parties agree to negotiate in good faith to modify the Agreement to the extent necessary to conform to the Court's order or condition, in which case the remainder of the Agreement shall remain in full force and effect.

E. 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.

F. 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. Defendant warrants that it has

obtained all necessary authorizations under its organizational documents and under law to make this Agreement binding on Defendant.

G. 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.

H. This Agreement may be executed in counterparts. Any signature made and transmitted electronically shall be deemed an original signature for purposes of this Agreement, and shall be binding upon the Party transmitting such electronic signature.

I. Except as otherwise specifically provided for herein, each Party will bear its own attorneys' fees, costs and expenses in relation to the Action.

J. 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 § 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: 3/24/2022


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TINA SELLERS

Dated: \_\_\_\_\_

ERIN O'GRADY

Dated: 03 / 25 / 2022

JUSTANSWER LLC

  
Name: Andy Kurtzig  
Title: Chief Executive Officer

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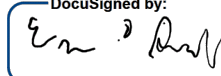
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Dated: \_\_\_\_\_

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TINA SELLERS

Dated: 3/24/2022

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ERIN O'GRADY

Dated: 03 / 25 / 2022

\_\_\_\_\_  
JUSTANSWER LLC

  
\_\_\_\_\_  
Name: Andy Kurtzig  
Title: Chief Executive Officer



APPROVED AS TO FORM:


Dated: March 24, 2022

DOSTART HANNINK & COVENEY LLP

  
\_\_\_\_\_  
ZACH P. DOSTART  
Attorneys for Plaintiffs

Dated: March 24, 2022

GAW | POE LLP

  
\_\_\_\_\_  
Randolph Gaw  
Attorneys for Defendant

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