

COURT ORDERED NOTICE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

IF YOU SUBSCRIBED TO ANY MAGAZINE PUBLISHED BY BONNIER AT ANY TIME FROM JULY 28, 2010 UNTIL JUNE 25, 2019 YOU MAY BE ELIGIBLE TO CLAIM A MONETARY PAYMENT FROM A CLASS ACTION SETTLEMENT (THE “SETTLEMENT”).

A federal court authorized this notice. You are not being sued.

This is not a solicitation from an attorney.

- A settlement has been reached in a class action lawsuit filed against the magazine publisher Bonnier Corporation (“Bonnier”) based upon Bonnier’s alleged disclosure of subscriber information to third-parties in violation of Michigan law.
- You may be eligible to participate in the Settlement if you were a Michigan resident who received a subscription to a magazine published by Bonnier between July 28, 2010 and June 25, 2019, if your subscription was purchased directly from Bonnier.
- If you are eligible and choose to participate in the Settlement, you can submit a claim form to seek a one-time monetary payment of approximately \$43 to \$86, based on class counsel’s estimate in view of historical claims rates for settlements of this type. If you are eligible to participate, but choose not to submit a claim form, you will automatically receive a voucher or purchase code for a free, one-year subscription to a Bonnier magazine.
- **YOUR LEGAL RIGHTS WILL BE AFFECTED WHETHER OR NOT YOU ACT. PLEASE READ THIS NOTICE CAREFULLY.**

Summary of Your Options and Legal Rights in this Settlement

Submit a Claim Form by August 23, 2019	You can seek a monetary payment of approximately \$43 to \$86.
Opt Out by August 26, 2019	You will receive nothing in the Settlement, but you will retain your right to sue Bonnier regarding your claims at issue in this case.
Object by August 26, 2019	You can write to the Court if you do not agree with the Settlement.
Go to a Hearing on September 23, 2019	You can ask to speak in Court about the fairness of the Settlement.
Do Nothing	You will receive a voucher or purchase code for a free, one-year subscription to a Bonnier magazine of your choosing, but give up your right to sue Bonnier regarding any claims included in the Settlement.

- Your rights and options—and the deadlines to exercise them—are explained in this Notice

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GENERAL INFORMATION

1. Why is there a Notice?

A federal court authorized this notice because you have a constitutional right to know about the proposed settlement of this class action lawsuit and all of your rights and options under the proposed settlement. This notice explains this class action lawsuit, the Settlement, and your legal rights under and related to the Settlement.

2. What is the name of this lawsuit, who is the judge presiding over it, and who are the plaintiffs and defendants?

This class action lawsuit is known as *Friske v. Bonnier Corporation*, 16-cv-12799-DML-EAS (E.D. Mich.). The District Judge presiding over this case is the Honorable David M. Lawson, and the Magistrate Judge presiding over this case is the Honorable Elizabeth A. Stafford. The named plaintiff and class representative in this lawsuit is Rebecca Friske. The defendant in this lawsuit is Bonnier Corporation.

3. What is this lawsuit about?

This class action lawsuit alleges that Bonnier violated Michigan's Video Rental Privacy Act, M.C.L. § 445.1712 ("VRPA") by disclosing subscriber information related to customers' magazine subscriptions to third-parties without permission. Bonnier maintains it did not violate the VRPA.

4. What is a class action?

A class action is a lawsuit where one or more people, called the named plaintiff(s) or class representative(s) (here, Rebecca Friske), sue on behalf of all people who have similar claims and have been allegedly harmed by similar conduct. Once a class is certified, all people who have similar claims to the class representative(s) are members of the class and are bound by any settlement or judgment in the case, except for those class members who exclude themselves by opting-out.

5. Why is there a Settlement?

Both the named plaintiff/class representative, Rebecca Friske, and the defendant, Bonnier, agreed to settle this case. The Court has not decided the case in favor of either side. By agreeing to the Settlement, the costs, time and uncertainty associated with trial have been avoided and the Class Members will receive the benefits described herein. The named plaintiff and her attorneys believe the Settlement is in the best interests of all affected.

WHO IS INCLUDED IN THE SETTLEMENT?

6. Who is included in the Settlement?

Only Class Members are included in the Settlement.

7. Who is a Class Member?

A Class Member is defined as any Michigan resident who, at any time from July 28, 2010 through June 25, 2019, subscribed to or received one or more subscriptions to any Bonnier publication and who did not purchase such subscription(s) through a third-party subscription agent.

A third-party subscription agent means an entity other than Bonnier that sells Bonnier-published magazines to subscribers and then remits nothing or some of the proceeds from sale to Bonnier.

Furthermore, Bonnier publications include: *Boating, Cruising World, Field & Stream, Flying, Marlin, Outdoor Life, Popular Science, Sailing World, Saltwater Sportsman, Saveur, Scuba Diving, Sport Diver, Sport Fishing, Wakeboarding, Waterski, Working Mother, Yachting.*

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

Class Members who submit a valid claim form will receive a monetary payment of approximately \$43 to \$86. Class Members who choose not to submit a claim form will receive a voucher or purchase code for a free, one-year subscription to a Bonnier magazine.

The Settlement also provides for certain privacy protections. Bonnier will maintain opt-out notices on its magazines so that subscribers are aware that they can choose to opt-out of personal information disclosures before or after they subscribe to Bonnier publications.

9. What will the amount of the monetary payment be?

The exact amount of the monetary payment option available to each Class Member is unknown at this time. Bonnier has established a settlement fund totaling \$2,150,000.00. Portions of the settlement fund will be used to pay for: (1) this Notice to Class Members, (2) the costs to administer the Settlement, (3) Class Counsel's attorneys' fees and costs, and (4) an incentive award to the named plaintiff/class representative. After those costs have been deducted from the settlement fund, the remaining balance will be divided by the total number of Class Members who submit a valid claim form to establish the exact monetary payment available to each claimant. Based on previous experience, Class Counsel believes that between ten percent and twenty percent of class members will submit a claim. If ten percent of class members submit a claim, the monetary payment for each class member will be approximately \$86; if twenty percent of class members submit a claim, the monetary payment for each class member will be approximately \$43. It is possible that the payment for each class member will be greater than \$86 or less than \$43 because it is possible that more than twenty percent or less than ten percent of class members will submit a claim.

10. How do I get my monetary payment or my free subscription?

To receive a monetary payment, you must submit a Claim Form through www.BonnierMagazineSubscriptionClassAction.com by **August 23, 2019**. The Claim Form must have all requested information completed accurately. If you choose not to submit a Claim Form, you do not need to do anything to receive a voucher or purchase code for a free, one-year subscription to a Bonnier magazine.

11. When will I get my monetary payment or my free subscription?

If you submit a valid Claim Form, you will receive your payment approximately sixty (60) days after the Settlement is finally approved by the Court and any appeal affirming the Settlement has concluded. Every Class Member who does not opt-out of the Settlement or who does not submit a valid Claim Form will receive a voucher or purchase code for a free annual magazine subscription approximately sixty (60) days after the Settlement is finally approved by the Court and any appeal affirming the Settlement has concluded.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. What is the purpose of excluding yourself from the Settlement or Opting-out?

If you do not want to receive benefits from the Settlement, but instead want to protect your right to sue or to continue to sue Bonnier individually, then you must take steps to exclude yourself from of the Settlement by opting-out.

13. How do I exclude myself from or “opt-out” of the Settlement?

To exclude yourself from or “opt-out” of the Settlement you must send a letter that includes the following information:

- a. Your name and address;
- b. The name of the Bonnier publication to which you subscribe or subscribed;
- c. A statement that you wish to be excluded from or “opt-out” of the Settlement of this case, the name of which is *Friske v. Bonnier Corporation*, 16-cv-12799-DML-EAS (E.D. Mich.); and
- d. Your signature.

You must mail the letter, postmarked no later than August 26, 2019. You must mail the letter to each of the following addresses:

Clerk of the Court	Class Counsel	Defendant’s Counsel
United States District Court 231 Lafayette Boulevard Detroit, MI 48226 Re: Rebecca Friske v. Bonnier Corporation Case Number 16-12799	Gary Lynch Carlson Lynch LLP 1133 Penn Avenue, 5 th Fl. Pittsburgh, PA 15222	Daniel T. Stabile Shutts & Bowen LLP 200 S. Biscayne Blvd. Suite 4100 Miami, FL 33131

14. What happens if I exclude myself from or “opt-out” of the Settlement?

You will not receive anything from the Settlement and will have no rights or obligations under the Settlement Agreement. You also will be able to bring suit against Bonnier should you so choose.

15. What happens if I do not exclude myself from or “opt-out” of the Settlement?

If you do not exclude yourself and you do not submit a Claim Form, you will receive a voucher or purchase code for a free, one-year subscription to a Bonnier magazine, and you will be bound by the terms of the Settlement Agreement. Most importantly, you will release any claims regarding the legal issues covered by the Settlement (defined as the “Released Claims” in the Settlement Agreement). The Settlement Agreement is available at: www.BonnierMagazineSubscriptionClassAction.com. This means that you will give up your right to sue Bonnier for any claims the Settlement resolves. If you wish to pursue your own lawsuit against Bonnier for any of these claims, you must exclude yourself from the Settlement by opting-out.

THE ATTORNEYS REPRESENTING YOU

16. Do I have an attorney in this case?

The Court has appointed the following lawyers (“Class Counsel”) to represent you and others in the Class:

Gary Lynch
Carlson Lynch LLP
1133 Penn Avenue
5th Floor
Pittsburgh, PA 15222

Daniel Myers
Law Offices of Daniel O. Myers
818 Red Drive, Suite 210
Traverse City, MI 49684
dmyers@domlawoffice.com

If you want to be represented by another lawyer, you may hire an attorney at your own expense.

17. How is Class Counsel paid?

You will not be charged for Class Counsel representing you. Class Counsel intends to request up to \$625,000.00 of the \$2,150,000.00 settlement fund for attorneys’ fees and costs in prosecuting this case. The fees and expenses are awarded by the Court, and the Court will determine the amount of fees and expenses to award. Class Counsel also will request up to \$2,500 as an incentive award to Rebecca Friske for her efforts in serving as the named plaintiff/class representative in this action. Any payment of attorneys’ fees and costs and the incentive award must be approved by the Court and will be deducted from the \$2,150,000.00 settlement fund.

OBJECTING TO THE SETTLEMENT

18. What is the purpose of objecting to the Settlement?

If you do not agree with or like the Settlement, you can tell the Court about your disagreement or dissatisfaction by objecting.

19. How do I object to the Settlement?

If you are included in the Settlement, you can object to any part of the Settlement, the Settlement as a whole, Class Counsel’s request for fees and expenses, and/or Class Counsel’s request for an incentive award to the named plaintiff/class representative.

To object you must submit a letter that includes the following:

- a. the name of the case, which is *Friske v. Bonnier Corporation*, 16-cv-12799-DML-EAS (E.D. Mich.);
- b. your name and address;
- c. an explanation of the basis upon which you claim to be a Class Member or included in the Settlement, including the Bonnier publication(s) to which you subscribe;
- d. all grounds for objection, including citation to all legal authority and factual evidence supporting objection;
- e. name and contact information of any and all attorneys representing, advising, or assisting you in any way with respect to your objection;
- f. whether you intend to appear at the Final Approval Hearing, either personally or through representation; and

- g. a statement identifying each case, by full case caption, where you or the attorney representing you has objected to any class settlement and asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without modification to the class settlement.

You must file and serve your objection, no later than August 26, 2019. The objection must be filed with the Court at:

Clerk of the Court
United States District Court
231 Lafayette Boulevard
Detroit, MI 48226
Re: Rebecca Friske v. Bonnier Corporation
Case Number 16-12799

The objection also must be served on the following parties:

Class Counsel	Defendant's Counsel
Gary Lynch	Daniel T. Stabile
Carlson Lynch LLP	Shutts & Bowen LLP
1133 Penn Avenue. 5 th Fl.	200 S. Biscayne Blvd.
Pittsburgh, PA 15222	Suite 4100
	Miami, FL 33131

20. What is the difference between objecting and excluding yourself by opting-out?

Objecting is telling the Court you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself by opting-out of the Settlement. Excluding yourself from or “opting-out” of the Settlement is telling the Court you do not want to be part of the Settlement. If you exclude yourself or “opt-out” from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

THE FINAL APPROVAL HEARING

21. What is the Final Approval Hearing?

The Final Approval Hearing is a hearing held by the Court. At the hearing, the Court will consider whether the Settlement is fair, reasonable and adequate, and whether or not to approve the Settlement. The Court will also consider any request for attorneys’ fees and expenses and the request for an incentive award to the named plaintiff/class representative. You may attend and ask to speak, but are not required to do so. If you would like to speak, you must seek permission as described below. After the hearing, the Court will decide whether to approve the Settlement. Class Counsel does not know how long the Court’s decision will take.

22. When and where will the Court hold the Final Approval Hearing?

The Final Approval Hearing will be held at 1:00 PM on September 23, 2019, at Room 767 of the Theodore Levin United States Courthouse, 231 West Lafayette Blvd., Detroit, Michigan 48226. The hearing may be moved to a different date or time without additional notice, so you should check www.BonnierMagazineSubscriptionClassAction.com regularly for updates.

23. Do I have to come to the Final Approval Hearing?

You are not required to attend the hearing. Class Counsel will answer any questions the Court may have. You may come to the hearing at your own expense. If you send an objection, you do not have to come to the Court to speak or testify about your objection. So long as you submitted your objection on time, to the proper addresses, and with all the required information set forth above, the Court will consider it. You may also pay your own lawyer to attend the hearing, but you are not required to do so.

24. May I speak at the Final Approval Hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must, on or before August 23, 2019: (i) file with the Clerk of Court a notice of your intention to appear, together with a statement that indicates the basis for your opposition along with any supporting documentation and (ii) serve copies of such notice, statement, and documentation, along with copies of any other pleadings that you have filed with the Clerk of the Court and each parties' counsel at the addresses identified below.

Clerk of the Court	Class Counsel	Defendant's Counsel
United States District Court 231 Lafayette Boulevard Detroit, MI 48226 Re: Rebecca Friske v. Bonnier Corporation Case Number 16-12799	Gary Lynch Carlson Lynch LLP 1133 Penn Avenue. 5 th Fl. Pittsburgh, PA 15222	Daniel T. Stabile Shutts & Bowen LLP 200 S. Biscayne Blvd. Suite 4100 Miami, FL 33131

IF YOU DO NOTHING

25. What happens if I do nothing?

If you do nothing, you will receive a voucher or purchase code for a free, one-year subscription to a Bonnier magazine of your choosing, and you will give up your right to bring your own separate lawsuit against Bonnier for the claims at issue in this case. Unless you exclude yourself by opting-out, you will not be able to file a lawsuit, continue a currently pending lawsuit, or be part of any other lawsuit against Bonnier for the claims at issue in this case.

GETTING MORE INFORMATION

26. How do I get more information?

This Notice summarizes the proposed Settlement. More details can be found in the Settlement Agreement. You can obtain a copy of the Settlement Agreement at www.BonnierMagazineSubscriptionClassAction.com. You also may write questions to *Friske v. Bonnier* Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, email to info@BonnierMagazineSubscriptionClassAction.com or call the toll-free number, 1-855-899-6265. Do not contact the Court directly for information.