

**UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK**

*Edwards v. Hearst Communications, Inc.*, Case No. 1:15-cv-09279-AT-JLC

IF YOU PURCHASED AND/OR HAD A SUBSCRIPTION TO A HEARST COMMUNICATIONS, INC. MAGAZINE OR OTHER PUBLICATION ON OR BEFORE JULY 30, 2016, YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.

***A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.***

- A Settlement has been reached in a class action lawsuit against magazine publisher Hearst Communications, Inc. The class action lawsuit involves whether Hearst Communications, Inc. disclosed its customers' subscription information to third parties, which is alleged to violate Michigan privacy law.
- **While Hearst believes that its practices were in compliance with Michigan law, Hearst chose to settle this case, without admitting liability, to focus time, effort and resources on continuing to provide valued content to its readers, as the organization has since its founding, and not on additional legal fees and the uncertainty of litigation.**
- You are included if you had a Michigan street address at any time on or before July 30, 2016 and purchased and/or had a subscription to a Hearst Publication on or before July 30, 2016. Hearst Publications include any magazine or other publication published by Defendant, one of its subsidiaries, predecessors, or companies acquired by Hearst, or any publication acquired by Hearst, in the United States, including but not limited to any one of the following magazines or publications: *Country Living, Cosmopolitan, Elle Decor, Elle, Esquire, Food Network Magazine, Good Housekeeping, Harper's Bazaar, House Beautiful, Marie Claire, O, The Oprah Magazine, Popular Mechanics, Redbook, Road & Track, Seventeen, Town & Country, Veranda, and Woman's Day.*
- Those included in the Settlement will be eligible to receive a *pro rata* (meaning equal) portion of the Settlement Fund, which Class Counsel anticipates to be approximately \$155.
- Read this notice carefully. Your legal rights are affected whether you act, or don't act.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM</b>	This is the only way to receive a payment.
<b>EXCLUDE YOURSELF</b>	You will receive no benefits, but you will retain any rights you currently have to sue the Defendant about the claims in this case.
<b>OBJECT</b>	Write to the Court explaining why you don't like the Settlement.
<b>GO TO THE HEARING</b>	Ask to speak in Court about your opinion of the Settlement. The Court has scheduled the Final Approval Hearing for <b>April 18, 2019</b> , at <b>12:00 p.m.</b> The Court may adjourn the date and time of the final fairness hearing at any time. Class Members should contact Class Counsel at 646-837-7150 to confirm the date and time.
<b>DO NOTHING</b>	You won't get a share of the Settlement benefits and will give up your rights to sue the Defendant about the claims in this case.

These rights and options—**and the deadlines to exercise them**—are explained in this Notice.

### **BASIC INFORMATION**

#### **1. Why was this Notice issued?**

A Court authorized this notice because you have a right to know about a proposed Settlement of this class action lawsuit and about all of your options, before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The Honorable Analisa Torres, of the U.S. District Court for the Southern District of New York, is overseeing this case. The case is called *Edwards v. Hearst Communications, Inc.*, Case No. 1:15-cv-09279-AT-JLC. The person who sued is called the Plaintiff. The Defendant is Hearst Communications, Inc.

#### **2. What is a class action?**

In a class action, one or more people called class representatives (in this case, Josephine James Edwards) sue on behalf of a group or a “class” of people who have similar claims. In a class action, the court resolves the issues for all class members, except for those who exclude themselves from the Class.

### 3. What is this lawsuit about?

This lawsuit claims that Defendant violated Michigan’s Preservation of Personal Privacy Act, M.C.L. § 445.1712 (“VRPA”) by disclosing information related to its customers’ magazine subscriptions to third parties. The Defendant denies it violated any law. The Court has not determined who is right. Rather, the Parties have agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

### 4. Why is there a Settlement?

The Court has not decided whether the Plaintiff or the Defendant should win this case. Instead, both sides agreed to a Settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation, and Class Members will get compensation sooner rather than, if at all, after the completion of a trial.

## WHO’S INCLUDED IN THE SETTLEMENT?

### 5. How do I know if I am in the Settlement Class?

The Court decided that everyone who fits the following description is a member of the **Settlement Class**:

Persons who had a Michigan street address at any time on or before July 30, 2016 who purchased and/or had a subscription to a Hearst Publication on or before July 30, 2016.

Hearst Publications include any magazine or other publication published by Defendant, one of its subsidiaries, predecessors, or companies acquired by Hearst, or any publication acquired by Hearst, in the United States, including but not limited to any one of the following magazines or publications: *Country Living*, *Cosmopolitan*, *Elle Decor*, *Elle*, *Esquire*, *Food Network Magazine*, *Good Housekeeping*, *Harper’s Bazaar*, *House Beautiful*, *Marie Claire*, *O*, *The Oprah Magazine*, *Popular Mechanics*, *Redbook*, *Road & Track*, *Seventeen*, *Town & Country*, *Veranda*, and *Woman’s Day*.

## THE SETTLEMENT BENEFITS

### 6. What does the Settlement provide?

**Monetary Relief:** A Settlement Fund has been created totaling \$50,000,000.00. Class Member payments, and the cost to administer the Settlement, the cost to inform people about the Settlement, attorneys’ fees, and an award to the Class Representative will also come out of this fund (*see* Question 13).

A detailed description of the settlement benefits can be found in the [Settlement Agreement](#).

### **7. How much will my payment be?**

If you are member of the Settlement Class, you may submit a Claim Form to receive a portion of the Settlement Fund. The amount of this payment will depend on how many of the Class Members file valid claims. Each Class Member who files a valid claim will receive a proportionate share of the Settlement Fund, which Class Counsel anticipates will be approximately \$155. You can contact Class Counsel at 646-837-7150 to inquire as to the number of claims filed.

### **8. When will I get my payment?**

The hearing to consider the fairness of the settlement is scheduled for **April 18, 2019**. The Court may adjourn the date and time of the final fairness hearing at any time. Class Members should contact Class Counsel at 646-837-7150 to confirm the date and time. If the Court approves the settlement, eligible Class Members whose claims were approved by the Settlement Administrator will receive their payment 28 days after the Settlement has been finally approved and/or after any appeals process is complete. The payment will be made in the form of a check, and all checks will expire and become void 180 days after they are issued.

## **HOW TO GET BENEFITS**

### **9. How do I get a payment?**

If you are a Class Member and you want to get a payment, you must complete and submit a Claim Form by **March 25, 2019**. Claim Forms can be found and submitted on-line or you may have received a Claim Form in the mail as a postcard attached to a summary of this notice. To submit a Claim Form on-line or to request a paper copy, go to [www.hearstsettlement.com](http://www.hearstsettlement.com) or call toll free, 1-888-593-6759.

We encourage you to submit your claim electronically on-line. Not only is it easy and secure, but it is completely free and takes only minutes!

## **REMAINING IN THE SETTLEMENT**

### **10. What am I giving up if I stay in the Class?**

If the Settlement becomes final, you will give up your right to sue the Defendant and other Released Parties for the claims being resolved by this Settlement. The specific claims you are giving up against the Defendant are described in the Settlement Agreement. You will be “releasing” the Defendant and certain of its affiliates, employees and representatives as described in Section 1.27 of the Settlement Agreement. Unless

you exclude yourself (*see* Question 14), you are “releasing” the claims, regardless of whether you submit a claim or not. The Settlement Agreement is available through the “court documents” link on the website.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the lawyers listed in Question 12 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

#### **11. What happens if I do nothing at all?**

If you do nothing, you won’t get any benefits from this Settlement. But, unless you exclude yourself, you won’t be able to start a lawsuit or be part of any other lawsuit against the Defendant for the claims being resolved by this Settlement.

### **THE LAWYERS REPRESENTING YOU**

#### **12. Do I have a lawyer in the case?**

The Court has appointed Bursor & Fisher, P.A. and Carey Rodriguez Milian Gonya, LLP to be the attorneys representing the Settlement Class. They are called “Class Counsel.” They believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

#### **13. How will the lawyers be paid?**

The Defendant has agreed that Class Counsel attorneys’ fees and costs may be paid out of the Settlement Fund in an amount to be determined by the Court. The fee petition will seek no more than one-third of the Settlement Fund, plus reimbursement of their costs and expenses; the Court may award less than this amount. Under the Settlement Agreement, any amount awarded to Class Counsel will be paid out of the Settlement Fund.

Subject to approval by the Court, Defendant has agreed that the Class Representative may be paid \$10,000 from the Settlement Fund for her services in helping to bring and settle this case.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

#### **14. How do I get out of the Settlement?**

To exclude yourself from the Settlement, you must mail or otherwise deliver a letter (or request for exclusion) stating that you want to be excluded from the *Edwards v. Hearst Communications, Inc.*, Case No. 1:15-cv-09279-AT-JLC settlement. Your letter or request for exclusion must also include your name, your address, the name of the Hearst Communications, Inc. publication(s) to which you subscribed, your signature, the name and number of this case, and a statement that you wish to be excluded. You must mail or deliver your exclusion request no later than **March 25, 2019** to:

Hearst Settlement  
c/o JND Legal Administration  
P.O. Box 91225  
Seattle, WA 98111-9931

**15. If I don't exclude myself, can I sue the Defendant for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue the Defendant for the claims being resolved by this Settlement.

**16. If I exclude myself, can I get anything from this Settlement?**

No. If you exclude yourself, do not submit a Claim Form to ask for benefits.

**OBJECTING TO THE SETTLEMENT**

**17. How do I object to the Settlement?**

If you are a Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file with the Court a letter or brief stating that you object to the Settlement in *Edwards v. Hearst Communications, Inc.*, Case No. 1:15-cv-09279-AT-JLC and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you rely on for your objections. Your letter or brief must also include your name, your address, the basis upon which you claim to be a Class Member (including the name of the Hearst Communications, Inc. publication(s) which you purchased or to which you subscribed), the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with your objection, and your signature. If you, or an attorney assisting you with your objection, have ever objected to any class action settlement where you or the objecting attorney has asked for or received payment in exchange for dismissal of the objection (or any related appeal) without modification to the settlement, you must include a statement in your objection identifying each such case by full case caption. You must

also mail or deliver a copy of your letter or brief to Class Counsel and Defendant’s Counsel listed below.

Class Counsel will file with the Court and post on this website its request for attorneys’ fees by **March 11, 2019**.

If you want to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in answer to Question Number 21), you must say so in your letter or brief. File the objection with the Court and mail a copy to these two different places filed no later than **March 25, 2019**.

Court	Class Counsel	Defendant’s Counsel
The Honorable Analisa Torres United States District Court for the Southern District of New York 500 Pearl Street, Courtroom 15D New York, NY 10007	Scott A. Bursor Bursor & Fisher PA 888 Seventh Avenue New York, NY 10019  David P. Milian Carey Rodriguez Milian Gonya, LLP 1395 Brickell Avenue Suite 700 Miami, FL 33131	Jonathan R. Donnellan The Hearst Corporation Office of General Counsel 300 West 57th Street 40th Floor New York, NY 10019

**18. What’s the difference between objecting and excluding myself from the Settlement?**

Objecting simply means telling the Court that you don’t like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the Class is telling the Court that you don’t want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

**THE COURT’S FINAL APPROVAL HEARING**

**19. When and where will the Court decide whether to approve the Settlement?**

The Court will hold the Final Approval Hearing at **12:00 p.m.** on **April 18, 2019** in Courtroom 15D at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; to consider the Class Counsel’s request for attorneys’ fees and expenses; and to consider the request for an incentive award to the Class Representative. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement. The Court may adjourn the Final Approval Hearing without further notice

to members of the Settlement Class. Class Members should contact Class Counsel to confirm the date and time.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check [www.hearstsettlement.com](http://www.hearstsettlement.com) or call 1-888-593-6759. If, however, you timely objected to the Settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the date of such Final Approval Hearing.

#### **20. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection or comment, you don't have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it's not required.

#### **21. May I speak at the hearing?**

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include in your letter or brief objecting to the settlement a statement saying that it is your "Notice of Intent to Appear in *Edwards v. Hearst Communications, Inc.*, Case No. 1:15-cv-09279-AT-JLC." It must include your name, address, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your objection and notice of intent to appear must be filed with the Court and postmarked no later than **March 25, 2019** and be sent to the addresses listed in Question 17.

### **GETTING MORE INFORMATION**

#### **22. Where do I get more information?**

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at [www.hearstsettlement.com](http://www.hearstsettlement.com). You may also write with questions to Hearst Settlement, c/o JND Legal Administration, P.O. Box 91225, Seattle, WA 98111-9931. You can call the Settlement Administrator at 1-888-593-6759 or Class Counsel at 646-837-7150, if you have any questions. Before doing so, however, please read this full Notice carefully. You may also find additional information elsewhere on the case website.