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FILED
State of the Superior Court

OCT 07 2022

By: M. Abosamra, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

TONI ZIEROLD and BRIAN TRIMBLE,
individually and on behalf of all others
similarly situated,

Plaintiffs,

vs.

THE BRADFORD EXCHANGE, LTD.,
an Illinois corporation; and DOES 1-50,
inclusive,

Defendants.

CASE NO. 37-2022-00009703-CU-BT-CTL

CLASS ACTION

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT AND PROVIDING FOR
NOTICE**

[IMAGED FILE]

1 Pending before the Court is the Motion for Preliminary Approval of Class Action Settlement
2 (“Motion”) relating to the Settlement Agreement (“Settlement”) between plaintiffs, on the one hand,
3 and The Bradford Exchange, Ltd. (“Bradford”) and Hammacher, Schlemmer & Co., Inc.
4 (“Hammacher”), on the other hand. Having read and considered the moving papers, including the
5 Settlement Agreement, and finding good cause, the Court finds and orders as follows:

6 1. Based upon the Court’s review of the Settlement Agreement, the Memorandum of
7 Points and Authorities in Support of the Motion, the discussion at the hearing conducted on October
8 7, 2022, and the entire record, the Motion for Preliminary Approval of Class Action Settlement is
9 GRANTED. Bradford and Hammacher are collectively referred to herein as “Defendants.”

10 2. The Court hereby conditionally certifies the following class (“Class”) for settlement
11 purposes only: “All California residents who, between March 14, 2018 and October 7, 2022, were
12 both (i) enrolled in either the Bradford Rewards program or the Hammacher Rewards program and
13 (ii) charged at least one membership fee for such program. Excluded from the Class are all
14 employees of Bradford and Hammacher, all employees of Plaintiffs’ counsel, and the judicial
15 officers to whom this case is assigned.” The Court grants leave for Plaintiffs to file a Second
16 Amended Complaint, setting forth the foregoing definition of the Class, adding Ken Witt as a named
17 plaintiff, and adding Hammacher as a named defendant, all for settlement purposes only.

18 3. The Court appoints Dostart Hannink LLP as Class Counsel. The Court appoints Toni
19 Zierold, Brian Trimble, and Ken Witt as the Class Representatives. The Court designates CPT
20 Group, Inc. as the Settlement Administrator.

21 4. The Court preliminarily approves the Settlement,¹ including the monetary relief,
22 injunctive relief, procedure for payment of Class Counsel’s attorneys’ fees and litigation expenses
23 to the extent ultimately awarded by the Court, and procedure for payment of any service awards to
24 the extent ultimately awarded by the Court. The Court has reviewed the monetary relief and the
25 injunctive relief that are provided as part of the Settlement and recognizes the value to the Class. It

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27 _____
28 ¹ The definitions of capitalized terms in this Order are the same as the definitions of those terms in
the Settlement Agreement.

1 appears to the Court on a preliminary basis that the Settlement is fair, adequate, and reasonable as
2 to all potential Class Members when balanced against the cost and uncertainty associated with
3 further litigation. It further appears that settlement of the Action at this time will avoid substantial
4 additional costs by all Parties, as well as the delay and risks that would be presented by the further
5 prosecution of the Action. It also appears that the Settlement has been reached as a result of
6 intensive, serious, and non-collusive arm's-length negotiations.

7 5. The Court approves the emailed Summary Class Notice (Exhibit A to the Settlement
8 Agreement), the mailed Summary Class Notice (Exhibit B to the Settlement Agreement), the Long
9 Form Notice (Exhibit C to the Settlement Agreement), and the paper Claim Form (Exhibit D to the
10 Settlement Agreement), as revised and submitted on October 7, 2022). The notice procedure
11 described in the Settlement Agreement meets the requirements of Rule 3.766(d) of the California
12 Rules of Court and due process, and constitutes the best practicable notice under the circumstances.
13 The Settlement Administrator is directed to disseminate the Summary Class Notice to Class
14 Members via email (or, if no email address is available, then via U.S. Mail) no later than thirty-five
15 (35) days following notice of entry of this order. The date on which the Summary Class Notice is
16 emailed or mailed is the "Notice Date." The Parties are authorized to direct the Settlement
17 Administrator to undertake additional steps to disseminate the Summary Class Notice. The
18 Settlement Administrator is directed to take all steps necessary to establish a settlement website and
19 dedicated toll free number, and to post the Long Form Notice on the website by the Notice Date.

20 6. In order to receive a share of the Settlement Amount, Class Members must file a
21 timely Claim, either electronically via the Settlement Website or via a paper Claim Form, and that
22 Claim must be validated by the Settlement Administrator. Completed Claims that are timely
23 submitted electronically through the Settlement Website by individuals to whom the emailed or
24 mailed Summary Class Notice was sent will be deemed valid. Completed Claims that are submitted
25 in the form of a paper Claim Form will be deemed valid if the claimant's name and the claimant's
26 mailing address and/or email address match information in the Class List. To be timely, the Claim
27 must be returned to the Settlement Administrator no later than the Claim/Exclusion/Objection
28 Deadline. If the Claim is returned via the Settlement Website, the date of return will be the date of

1 submission through the Settlement Website. If the Claim is returned by U.S. Mail, the date of return
2 will be the date of postmark. If the Claim is returned by personal delivery or email, the date of return
3 will be the date the Claim is received by the Settlement Administrator. The Parties may jointly direct
4 the Settlement Administrator to treat as timely a Claim received by the Settlement Administrator
5 after the Claim/Objection/Exclusion Deadline and before the Final Approval Hearing.

6 7. If the Settlement Administrator disallows a Claim based on a deficiency that can be
7 cured (such as the failure to sign the Claim Form), the Settlement Administrator has the discretion
8 to either waive the deficiency or notify the claimant of the reason for the disallowance and invite
9 the claimant to cure the deficiency. The Settlement Administrator also will consider any additional
10 information or corrective action by the claimant submitted within twenty-one (21) days after the
11 mailing of the notice of deficiency.

12 8. As set forth in the Settlement Agreement, any individual who wishes to exclude
13 himself or herself from the Settlement Class shall mail, email, or deliver to the Settlement
14 Administrator a written request for exclusion no later than forty-five (45) days following the Notice
15 Date. Class Members who do not timely request exclusion shall be bound by the provisions of the
16 Settlement Agreement and all orders or judgments that may be entered by the Court.

17 9. Class Members may object to the Settlement orally or in writing. To object to the
18 Settlement in writing, a Class Member must file a written objection with the Court and serve copies
19 of the objection on Class Counsel, Defendants' counsel, and the Settlement Administrator, no later
20 than forty-five (45) days following the Notice Date. The written objection must set forth the name
21 of the lawsuit (*Zierold v. The Bradford Exchange, Ltd.*, Case No. 37-2022-00009703-CU-BT-CTL),
22 the Class Member's name, address, and telephone number, and the following statement: "I declare
23 under penalty of perjury that, to the best of my knowledge, between March 14, 2018 and October 7,
24 2022, I was enrolled in either the Bradford Rewards program or the Hammacher Rewards program
25 and was charged a membership fee for such program, and I wish to object to the Settlement." The
26 written objection must also state the factual and legal basis for the objection; the name and contact
27 information of any and all attorneys representing, advising, or in any way assisting the objector in
28 connection with the preparation or submission of the objection or who may profit from the pursuit

1 of the objection; and a statement indicating whether the objector intends to appear at the Final
2 Approval Hearing. Any documents that the objecting Class Member wishes for the Court to consider
3 must also be attached to the objection. Any written objection must be filed with the Court and served
4 by mail as follows: (1) Zierold v. Bradford Settlement Administrator, c/o CPT Group, Inc., 50
5 Corporate Park, Irvine, California 92606; (2) to Defendants' counsel, Christine M. Reilly, Manatt,
6 Phelps & Phillips, LLP, 2049 Century Park East, Suite 1700, Los Angeles, California 90067; and
7 (3) to Class Counsel, Zach P. Dostart, Dostart Hannink LLP, 4225 Executive Square, Suite 600,
8 La Jolla, California 92037. Alternatively, a Class Member may object to the Settlement at the Final
9 Approval Hearing.

10 10. Plaintiffs shall file their motion for final approval, and Class Counsel shall file its
11 motion for attorneys' fees, litigation expenses, and for any service awards to the Class
12 Representatives, by the date specified below. The motion for final approval shall identify a proposed
13 *cy pres* recipient for any excess funds, consistent with Section IV.B of the Settlement Agreement
14 and with Code of Civil Procedure section 384.

15 11. A Final Approval Hearing shall be held by this Court, located at 330 West Broadway,
16 San Diego, California 92101, Department 75, on April 7, 2023, at 9:00 a.m., at
17 which time the Court will determine whether the Settlement should be granted final approval. At
18 that time, the Court will also consider Class Counsel's motion for attorneys' fees, litigation
19 expenses, and any proposed service awards. The Parties, Class Members, and any other interested
20 parties should consult this Action's Register of Actions and the Superior Court's General Orders
21 and website for information about whether that hearing will proceed in person and/or by remote
22 means.

23 12. If the Settlement is not finally approved by the Court, (i) the conditional certification
24 of the Class shall be withdrawn, (ii) the Second Amended Complaint and any Answer thereto shall
25 be stricken or withdrawn; and (iii) the Settlement Administrator will, after deducting any settlement
26 administration expenses incurred as of that date, return any Settlement funds in its possession to
27 Defendants.

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1 13. The Court reserves the right to adjourn or continue the date of the Final Approval
 2 Hearing and all dates provided for in the Settlement without further emailed or mailed notice to the
 3 Class Members, and retains jurisdiction to consider all further matters arising out of or connected
 4 with the proposed Settlement.

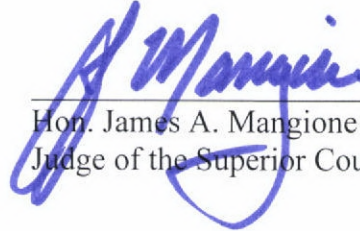
5 14. In accordance with the terms of the Settlement, the Court hereby adopts the following
 6 dates for performance of the specified activities leading to the Final Approval Hearing:

Proposed Deadline	Event
7 days after both (1) notice of entry of this Order and (2) delivery to Defendants' counsel of the Settlement Administrator's Confidentiality Confirmation	Deadline for Defendants to provide to the Settlement Administrator an Excel spreadsheet that includes each Class Member's name, mailing address, email address, telephone number, and the name of the Rewards program in which the Class Member was enrolled, to the extent such information is available in Defendants' business records
14 days after notice of entry of this Order	Deadline for Defendants to wire transfer the Settlement Amount to Settlement Administrator
35 days after notice of entry this Order	Deadline for Settlement Administrator to email the Court-Approved Summary Class Notice to Class Members for whom an email address is available, mail the Summary Class Notice to Class Members for whom an email address is not available, and establish the settlement website ("Notice Date")
14 days after Notice Date	Deadline for Settlement Administrator to mail the Summary Class Notice to last known address of any Class Members for whom an email notice was bounced back as undeliverable
45 days after Notice Date	Last day for Class Members to submit completed Claim Forms
45 days after Notice Date	Last day for Class Members to object or opt out
16 court days prior to Final Approval Hearing	Deadline for Plaintiffs to file Motion for Final Approval of Settlement
10 days prior to Final Approval Hearing	Deadline for parties respond to any objections to the Settlement
As set forth above in Paragraph 11	Final Approval Hearing

1 15. The Parties are ordered to carry out the Settlement in the manner provided in the
2 Settlement Agreement and this Order.

3 IT IS SO ORDERED.

4 DATED: 10.7, 2022

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7 _____
8 Hon. James A. Mangione
9 Judge of the Superior Court

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IF YOU WERE CHARGED FOR A REWARDS MEMBERSHIP PROGRAM BY THE BRADFORD EXCHANGE, LTD. OR HAMMACHER, SCHLEMMER & CO., INC. BETWEEN MARCH 14, 2018 AND OCTOBER 7, 2022, YOU MAY BE ENTITLED TO COMPENSATION

Summary Notice of Class Action Settlement

Zierold, et al. v. The Bradford Exchange, Ltd.

San Diego County Superior Court, Case No. 37-2022-00009703-CU-BT-CTL

What is the Lawsuit about? The Lawsuit alleges that The Bradford Exchange, Ltd. and Hammacher, Schlemmer & Co., Inc. (together “Defendants”) enrolled certain California consumers in automatically renewing subscriptions for Rewards programs, and posted charges to the consumer’s credit card, debit card, or third-party payment account, without first presenting the consumer with all of the automatic renewal offer terms in a clear and conspicuous manner as required by law. Defendants deny the claims in the Lawsuit, and the Court has not decided which party is right. The parties have agreed to a Settlement to provide certain benefits to eligible Class Members and to resolve the case without any admission of liability or wrongdoing.

Am I a Class Member? Based on the business records of Defendants, the individual identified on this Summary Class Notice was enrolled in and charged for a Rewards membership program between March 14, 2018 and October 7, 2022, and therefore has the right to participate in the Settlement.

What relief does the Settlement provide? Defendants have agreed to pay the single principal Settlement Amount of Four Hundred Seventy-Five Thousand Dollars (\$475,000). If the Court grants final approval of the Settlement, each Participating Class Member will receive an equal, pro-rata share of the Net Settlement Amount. The “Net Settlement Amount” is the Settlement Amount reduced by any sums awarded by the Court for attorneys’ fees, litigation expenses, any class representative service payment, and expenses of settlement administration.

What are my options? If you want to participate in the Settlement, you must submit a timely Claim to the Settlement Administrator on or before <<Date>>, which must be validated by the Settlement Administrator. You may submit a Claim through the settlement Website, [REDACTED], which can also be accessed through the following link: [REDACTED].

If you do not want to be legally bound by the Settlement, you must exclude yourself by <<Date>>. If you exclude yourself from the Settlement, you will not receive any compensation from the Settlement, but you will retain whatever legal rights you may have against Defendants for any claims based on enrollment in, or charges for, automatic renewal or continuous service subscriptions for any Bradford or Hammacher Rewards membership program. Any judgment entered by the Court will bind all Class Members who do not request exclusion. If you stay in the Settlement, you may object to it by <<Date>>. The Long Form Class Notice, which is available on the Settlement Website, explains how to exclude yourself or object. If you do not request to be excluded from the Class, you may, if you so desire, enter an appearance. The Court will hold a hearing on <<Date>> to consider whether to approve the Settlement and a request by the lawyers representing all Class Members for attorneys’ fees and costs, and for service awards to the class representatives. You may appear at the hearing, but you don’t have to.

How do I cancel a Rewards membership?

You can cancel a Bradford Rewards membership by calling 877-518-2644 to cancel by telephone; or by emailing CustomerService@BradfordExchangeRewards.com to cancel by email; or by signing in to your account to cancel online.

You can cancel a Hammacher Rewards membership by calling 800-203-1405 to cancel by telephone; or by emailing RewardsCustomerService@HammacherRewards.com to cancel by email; or by signing in to your account to cancel online.

More information? For complete information about the Settlement and its terms, to view the Long Form Class Notice, Settlement Agreement, related Court documents, and to learn more about how to exercise your various options under the Settlement, including how to submit a Claim, go to [REDACTED]. You may also email the Settlement Administrator at [REDACTED] or call 1-800-xxx-xxxx.

982605.5

Zierold v. Bradford Settlement Administrator
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

PRESORTED
First Class
U.S. Postage
PAID

CPT ID: <ID>
<Name>
<Address1 > <Address2>
<City>, <State>, <Zip>

**IF YOU WERE CHARGED FOR A REWARDS MEMBERSHIP PROGRAM BY THE BRADFORD EXCHANGE, LTD.
OR HAMMACHER, SCHLEMMER & CO., INC. BETWEEN MARCH 14, 2018 AND OCTOBER 7, 2022,
YOU MAY BE ENTITLED TO COMPENSATION**

Summary Notice of Class Action Settlement

*Zernold et al. v. The Bradford Exchange, Ltd.
San Diego County Superior Court, Case No. 37-2022-00009703-CL-BJ-CTL*

What is the Lawsuit about? The Lawsuit alleges that The Bradford Exchange, Ltd. and Hammacher, Schlemmer & Co., Inc. (together "Defendants") enrolled certain California consumers in automatically renewing subscriptions for Rewards programs, and posted charges to the consumer's credit card, debit card, or third-party payment account, without first presenting the consumer with all of the automatic renewal offer terms in a clear and conspicuous manner as required by law. Defendants deny the claims in the Lawsuit, and the Court has not decided which party is right. The parties have agreed to a Settlement to provide certain benefits to eligible Class Members and to resolve the case without any admission of liability or wrongdoing.

Am I a Class Member? Based on the business records of Defendants, the individual identified on this Summary Class Notice was enrolled in and charged for a Rewards membership program between March 14, 2018 and October 7, 2022, and therefore has the right to participate in the Settlement.

What relief does the Settlement provide? Defendants have agreed to pay the single principal Settlement Amount of Four Hundred Seventy-Five Thousand Dollars (\$475,000). If the Court grants final approval of the Settlement, each Participating Class Member will receive an equal, pro-rata share of the Net Settlement Amount. The "Net Settlement Amount" is the Settlement Amount reduced by any sums awarded by the Court for attorneys' fees, litigation expenses, any class representative service payment, and expenses of settlement administration.

What are my options? If you want to participate in the Settlement, you must submit a Claim to the Settlement Administrator on or before **<<Date>>** which must be validated by the Settlement Administrator. You may submit a Claim through the settlement Website, [\[redacted\]](#) which can also be accessed through the following link:

If you do not want to be legally bound by the Settlement, you must exclude yourself by **<<Date>>**. If you exclude yourself from the Settlement, you will not receive any compensation from the Settlement, but you will retain whatever legal rights you may have against Defendants for any claims based on enrollment in, or charges for, automatic renewal or continuous service subscriptions for any Bradford or Hammacher Rewards membership program. Any judgment entered by the Court will bind all Class Members who do not request exclusion. If you stay in the Settlement, you may object to it by **<<Date>>**. The Long Form Class Notice, which is available on the Settlement Website, explains how to exclude yourself or object. If you do not request to be excluded from the Class, you may, if you so desire, enter an appearance. The Court will hold a hearing on **<<Date>>** to consider whether to approve the Settlement and a request by the lawyers representing all Class Members for attorneys' fees and costs, and for service awards to the class representatives. You may appear at the hearing, but you don't have to.

How do I cancel a Rewards membership?
You can cancel a Bradford Rewards membership by calling 877-518-2644 to cancel by telephone, or by emailing CustomerService@BradfordExchangeRewards.com to cancel by email, or by signing in to your account to cancel online. You can cancel a Hammacher Rewards membership by calling 800-203-1405 to cancel by telephone, or by emailing Rewards@CustomerService@HammacherRewards.com to cancel by email, or by signing in to your account to cancel online.

More information? For complete information about the Settlement and its terms, to view the Long Form Class Notice, Settlement Agreement, related Court documents, and to learn more about how to exercise your various options under the Settlement, including how to submit a Claim, go to [\[redacted\]](#). You may also email the Settlement Administrator at

IF YOU WERE CHARGED FOR A REWARDS MEMBERSHIP PROGRAM BY THE BRADFORD EXCHANGE, LTD. OR HAMMACHER, SCHLEMMER & CO., INC. BETWEEN MARCH 14, 2018 AND OCTOBER 7, 2022, YOU MAY BE ENTITLED TO COMPENSATION

NOTICE OF CLASS ACTION SETTLEMENT

Zierold, et al. v. The Bradford Exchange, Ltd.
San Diego County Superior Court
Case No. 37-2022-00009703-CU-BT-CTL

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT A PROPOSED CLASS ACTION SETTLEMENT. YOUR RIGHTS MAY BE AFFECTED BY THIS SETTLEMENT.

The purpose of this Notice is to inform Class Members about a proposed settlement (“Settlement”) of a class action lawsuit pending in the San Diego County Superior Court (the “Court”). The lawsuit is called *Zierold, et al. v. The Bradford Exchange, Ltd., et al.*, Case No. 37-2022-00009703-CU-BT-CTL (the “Bradford action” or the “Lawsuit”).

This Notice will explain: (1) what the Lawsuit is about; (2) the main terms of the Settlement; and (3) Class Members’ rights and options under the Settlement. A full version of the Settlement Agreement is available on the Website: [\[REDACTED\]](#).

To receive money under the Settlement, Class Members must submit a timely and valid Claim. The deadline to submit a Claim is <<Date>>. If you do not submit a Claim by this deadline, you will not receive money under the Settlement and you will be subject to the Release in Section IV, unless you exclude yourself pursuant to Section II.4.

I. What the Litigation Is About

The Lawsuit alleges that defendants The Bradford Exchange, Ltd. (“Bradford”) and Hammacher, Schlemmer & Co., Inc. (“Hammacher”) (together “Defendants”) enrolled certain California consumers in automatic renewal subscriptions for their Rewards membership programs without first presenting the consumer with all of the automatic renewal offer terms in a clear and conspicuous manner as required by law. The Lawsuit alleges that Defendants have violated the California Automatic Renewal Law, Bus. & Prof. Code § 17600 et seq., and certain other provisions of California consumer-protection law. The Lawsuit is brought on behalf of a Class defined as follows:

All California residents who, between March 14, 2018 and October 7, 2022, were both (i) enrolled in either the Bradford Rewards program or the Hammacher Rewards program and (ii) charged at least one membership fee for such program. Excluded from the Class are all employees of Bradford and Hammacher, all employees of Plaintiffs’ counsel, and the judicial officers to whom this case is assigned.

Each individual within the foregoing Class definition is referred to as a “Class Member.”

Defendants deny the allegations of the Lawsuit, and the Court has not decided which party is right. The parties have agreed to a Settlement to provide certain benefits to eligible Class Members and to resolve the case without any admission of liability or wrongdoing.

The parties have exchanged detailed information about the claims, defenses, and alleged damages in the Lawsuit. After settlement negotiations overseen by an independent mediator, the parties have reached a proposed Settlement that, if approved by the Court, will resolve the claims asserted against Defendants. Plaintiffs Toni Zierold (“Zierold”), Brian Trimble (“Trimble”), and Ken Witt (“Witt”) (collectively, “Plaintiffs”), and their counsel believe the Settlement is fair, reasonable, and in the best interests of the Class Members. In entering into the Settlement, Defendants continue to deny any and all allegations of liability, fault, or wrongdoing asserted in the Lawsuit.

On [REDACTED], 2022, the Court preliminarily approved the Settlement; certified the Class for settlement purposes only; appointed the law firm of Dostart Hannink LLP as Class Counsel for settlement purposes only; appointed Zierold, Trimble, and Witt as the Class Representatives for settlement purposes only; designated CPT Group, Inc. as the Settlement Administrator; and authorized the parties to provide this Notice to the Class.

II. The Main Terms of the Settlement

Subject to Court approval, the main terms of the Settlement are as follows:

1. Settlement Amount. In full and complete settlement of the claims of the Class Members who do not exclude themselves, Defendants will pay the single principal amount of Four Hundred Seventy-Five Thousand Dollars (\$475,000). Defendants will be jointly and severally liable for said payment and will pay the entire Settlement Amount to the Settlement Administrator by wire transfer within fourteen days following the Preliminary Approval Date. The Settlement Amount, plus any interest thereon, will be used to pay Class Counsel’s attorneys’ fees and litigation expenses (as approved by the Court), any service payments that the Court may award to Plaintiffs, the expenses of settlement administration (including class notice), and the settlement payments to the Class Members who submit timely and valid Claims. If any funds are remaining by reason of uncashed settlement checks or otherwise, the remaining amount will be paid to one or more *cy pres* recipients approved by the Court, or as otherwise directed by the Court. In addition to the monetary consideration, the Settlement also includes injunctive relief.

2. Notice to Class Members. No later than thirty-five (35) days after notice of entry of an order granting preliminary approval, or by such other date as the Court may establish, 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 business records of Defendants. If the business records of Defendants do not contain an email address for a potential Class Member, the Settlement Administrator will mail the Court-approved Summary Class Notice to the last-known mailing address of that individual, as reflected in the business records of Defendants, or an updated address provided by the U.S. Postal Service. Before mailing, the Settlement Administrator will run the mailing addresses through the U.S. Postal Service’s National Change of Address database, and will update the addresses accordingly. The date on which the Summary Class Notice is emailed and mailed as set forth above is referred to as the “Notice Date.”

3. Submission of Claims; Eligibility for Payment. In order to qualify to receive a payment under the Settlement, Class Members must submit a Claim that is both (i) timely and (ii) validated by the Settlement Administrator. To be timely, the Claim must be submitted to the Settlement Administrator on or before [REDACTED] (the “Claim/Exclusion/Objection Deadline”). See Section III.1., on the next page, regarding how to file a Claim. Class Members who submit a timely and valid Claim on or before the Claim/Exclusion/Objection deadline will be referred to as “Participating Class Members” and, if the Settlement is granted final approval by the Court, will be entitled to receive a settlement payment in accordance with the terms of the Settlement.

4. Right to Request Exclusion or Object. Any Class Member who does not want to be legally bound by the Settlement can exclude himself or herself on or before the Claim/Exclusion/Objection Deadline, as described below in Section III.3. Any Class Member who wishes to object to the Settlement may do so in a written objection, which must be filed with the Court and served on Counsel for the settling parties and on the Settlement Administrator no later than the Claim/Exclusion/Objection Deadline, as described below in Section III.4. Alternatively, a Class Member may object orally at the Final Approval Hearing. Any Class Member who does not request to be excluded from the Class may, if so desired, enter an appearance.

5. Settlement Payments to Participating Class Members. If the Settlement is granted final approval, after deduction of any Court-approved attorneys' fees, litigation expenses, service payments that the Court may award to Zierold, Trimble, and/or Witt, and expenses of settlement administration, the remaining amount ("Net Settlement Amount") will be divided equally between the Participating Class Members. As soon as practicable after the Effective Date of the Settlement, the Settlement Administrator will transmit to each Participating Class Member a payment representing that person's settlement payment. Participating Class Members may elect to receive their settlement payment in the form of a check or an electronic payment such as Venmo, direct deposit/ACH, or PayPal.

6. Service Payments. Class Counsel will file a motion requesting service payments to Zierold, Trimble, and/or Witt, such service payments not to exceed \$15,000 in the aggregate. Defendants have agreed that they will take no position regarding this request, provided the request made to the Court is consistent with this Section. Within fourteen business days following the Effective Date, the Settlement Administrator will pay from the Settlement Amount any service payments awarded by the Court.

7. Attorneys' Fees and Litigation Expenses. Class Counsel will file a motion requesting an award of attorneys' fees of up to 38% of the Settlement Amount, plus actual litigation expenses not exceeding \$30,000. Defendants have agreed that they will take no position regarding these requests, provided the requests made to the Court are consistent with this Section. Within fourteen business days following the Effective Date, the Settlement Administrator will pay to Class Counsel from the Settlement Amount the attorneys' fees and litigation expenses awarded by the Court. These amounts are all subject to Court approval.

8. Release. Class Members who do not exclude themselves from the Settlement will be deemed to release all of the claims described in Section IV below.

III. Class Members' Rights and Options Under the Settlement

Class Members have four options under the Settlement. If you are a Class Member, you may: (1) file a Claim, which if submitted timely and validated by the Settlement Administrator, will qualify you as a Participating Class Member, qualified to receive a monetary payment following final court approval; (2) do nothing, in which case you will not be a Participating Class Member and you will not qualify to receive a monetary payment, but you will be bound by the release in the Settlement Agreement; (3) exclude yourself from the Settlement; or (4) object to the Settlement. The following paragraphs explain these options in more detail.

1. File a Claim. To potentially qualify for a monetary payment from the Settlement, potential Class Members must file a Claim.

(a) Potential Class Members whose name, address, and/or email information is reflected in Defendants' business records are being sent a Court-approved Summary Class Notice

via email or mail, which includes a hyperlink to the Settlement Website or other information which enables those individuals to submit a Claim electronically via the Settlement Website. The deadline for submitting a Claim is <<Date>>. If you miss this deadline, you will not receive any money under the Settlement, but you will be bound by the other terms of the Settlement if you do not request exclusion from the Settlement.

(b) Potential Class Members who prefer to submit a Claim Form in writing may print a Claim Form from the Settlement Website or request a Claim Form from the Settlement Administrator. A printed Claim Form must be completed, dated by the Claimant, signed by the Claimant, and returned to the Settlement Administrator via U.S. Mail, personal delivery, or email. Upon receipt of a Claim Form, the Settlement Administrator will verify whether the Claimant is a member of the Class by comparing the information provided on the Claim Form against the records of Defendants. The deadline for submitting a Claim is <<Date>>. If you miss this deadline, you will not receive any money under the Settlement, but you will be bound by the other terms of the Settlement if you do not request exclusion from the Settlement. If you submit a Claim that is timely and that is validated by the Settlement Administrator, you will be a Participating Class Member and, if the Settlement is given final court approval, you will be entitled to receive a settlement payment in accordance with the terms of the Settlement.

2. Do Nothing. If you do nothing, you will not be a Participating Class Member and you will not qualify to receive a monetary payment, but you will be bound by the release in the Settlement Agreement.

3. To Be Excluded From the Settlement. Any Class Member who wishes to be excluded from the Settlement must complete and return a request for exclusion via U.S. Mail, email, or personal delivery, and that request for exclusion must be validated by the Settlement Administrator. The request for exclusion must be in writing, and must list the Class Member's name, address, and telephone number, along with the statement: "I wish to be excluded from the *Zierold v. The Bradford Exchange, Ltd.* 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 <<Date>>. If the request for exclusion is returned by U.S. Mail, the date of return will be the date of the postmark. If the request for exclusion is returned by personal delivery or email, the date of return will be the date the request for exclusion is received by the Settlement Administrator. Those Class Members who submit timely and valid requests for exclusion in the form described above will be referred to as "Excluded Class Members." Excluded Class Members will not receive any consideration under the Settlement and will not be bound by any provision of the Settlement. Requests for exclusion can be mailed or delivered to the Settlement Administrator, as follows: *Zierold v. Bradford* Settlement Administrator, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606; email: [REDACTED]. A judgment in the action will bind all Class Members who do not timely request exclusion. Any Class Member may enter an appearance. **You may not submit both a Claim Form and a letter requesting to be excluded from this Settlement.**

4. To Object to the Settlement. Any Class Member who wishes to object to the Settlement may do so orally or in writing. Any written objection must be filed with the Court and served on Class Counsel, Defendants' counsel, and the Settlement Administrator, no later than <<Date>>. A written objection must set forth the name of the Lawsuit (*Zierold v. The Bradford Exchange, Ltd.*, Case No. 37-2022-00009703-CU-BT-CTL), the objector's full name, address, and current telephone number, and the following statement: "I declare under penalty of perjury that, to the best of my knowledge, between March 14, 2018 and October 7, 2022, I was enrolled in either the Bradford Rewards program or the Hammacher Rewards program and was charged a

membership fee for such program, and I wish to object to the Settlement.” A 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. Class Counsel and Defendants will respond to any objections, as appropriate, either in briefs filed in advance of the Final Approval Hearing or at the Final Approval Hearing. A written objection must be filed with the Court and served by mail as follows: (1) to the Settlement Administrator, at Zierold v. Bradford Settlement Administrator, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606; (2) to Defendants’ counsel, Christine M. Reilly, Manatt, Phelps & Phillips, LLP, 2049 Century Park East, Suite 1700, Los Angeles, CA 90067; and (3) to Class Counsel, Zach P. Dostart, Dostart Hannink LLP, 4225 Executive Square, Suite 600, La Jolla, CA 92037. Alternatively, a Class Member may object orally at the Final Approval Hearing. If you intend to object to the Settlement but also wish to receive your share of the Settlement if it is approved by the Court, you must also submit a timely and valid Claim Form as explained above.

IV. Release of Claims by Class Members

If the Settlement is approved by the Court and becomes effective, provided that Defendants have paid the full Settlement Amount, all Class Members who do not exclude themselves from the Settlement 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). Such release is on behalf of the Class Members as well as their respective spouses, heirs, assigns, executors, administrators, successors, and agents acting on their behalf. For purposes of this paragraph, “Released Parties” means The Bradford Exchange, Ltd., Hammacher, Schlemmer & Co., Inc., Clarus Commerce LLC, and any of their respective past or present parents, subsidiaries, affiliated companies, and corporations, and any of their respective past or present officers, directors, managers, employees, general partners, limited partners, principals, insurers, reinsurers, shareholders, attorneys, advisors, representatives, agents, consultants, contractors, licensors, licensees, 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, restitution, disgorgement, attorneys’ fees and costs, and/or any other form of monetary consideration whatsoever, for any and all potential claims by the Class Members that have been pled in the Action, or that could have been pled in the Action based on the facts alleged, whether known or unknown, that relate to or arise from membership charges for a Rewards membership program from March 14, 2018 to and including [the date of preliminary approval].

V. Final Approval Hearing

The Court will hold a hearing on [redacted] at [redacted] .m. to determine whether the Settlement should be finally approved and to rule on Class Counsel’s motion for award of attorneys’ fees, reimbursement of litigation expenses, and class representative service payment(s). The Court is located at 330 West Broadway, Department 75, San Diego, CA 92101. Persons interested in attending or participating in the hearing should consult the Court’s website, <https://www.sdcourt.ca.gov/sdcourt/civil2/civilicvirtualhearings>, for further information. The hearing may be continued without further notice. **YOU ARE NOT REQUIRED TO ATTEND THE HEARING, BUT YOU MAY IF YOU CHOOSE.**

VI. For More Information

This Notice contains only a summary of the terms of the proposed Settlement. You may view the Settlement Agreement and other important documents on the Settlement Website. You may also review the pleadings and other papers filed in the Lawsuit at the Court's Business Office, located at 330 West Broadway, San Diego, CA 92101.

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE.

If you have questions about the Settlement, please contact the Settlement Administrator or Class Counsel, as follows:

Settlement Administrator

Zierold v. Bradford Settlement Administrator
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Tel: [REDACTED]
Email: [REDACTED]

Class Counsel

Dostart Hannink LLP
4225 Executive Square, Suite 600
La Jolla, CA 92037
Tel: (858) 623-4265
Email: cklobucar@sdlaw.com

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