

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA

If you purchased an automatically renewing service from Code42 Software, Inc. at any time between November 19, 2011 and November 19, 2015, inclusive, and you are a consumer in the State of California, you could get a payment from a class action settlement.

A federal court authorized this notice. This is not a solicitation from a lawyer.

- A settlement has been reached in a class action lawsuit against Code42 Software, Inc. (“Code42”).
- The settlement will provide \$400,000 to pay claims from California consumers, as well as the attorneys’ fees and costs for the lawyers representing the consumers. Each consumer will receive approximately \$7.00 - \$7.50 from the settlement, but the final amount could be more or less.
- The settlement resolves a lawsuit over whether Code42 complied with a California law that requires companies selling automatically renewing services to provide certain information to consumers; it avoids costs and risks to you from continuing the lawsuit; pays money to consumers like you; and releases Code42 from liability.
- The two sides disagree on how much money consumers could have won if they won at trial.
- Your legal rights are affected whether you act or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you ever to be part of any other lawsuit against Code42 about the legal claims in this case.
OBJECT	Write to the Court about why you don’t like the settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.
DO NOTHING	You will get a payment and will give up your rights to sue Code42 about the claims in this case.

- These rights and options – and the deadlines to exercise them – are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals are resolved. Please be patient.

BASIC INFORMATION

1. WHY DID I GET THIS NOTICE?

You or someone in your family may have purchased an automatically renewing service from Code42 between November 19, 2011 and November 19, 2015, inclusive.

The Court sent you this notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve the settlement. If the Court approves it, and after objections and appeals are resolved, an administrator appointed by the Court will make the payments that the settlement allows.

This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Central District of California, and the case is known as *Jordan Kissel v. Code42 Software, Inc., et al.*, Case No. 8:15-cv-01936. The person who sued is called the Plaintiff, and the company she sued is called the Defendant.

2. WHAT IS THIS LAWSUIT ABOUT?

The lawsuit claimed that Code42 did not comply with a California law that requires companies selling automatically renewing services to provide certain information to consumers. Specifically, Plaintiff alleges that Code42 failed to present its automatic renewal offer terms and/or continuous service offer terms “clearly and conspicuously” and in “visual proximity” “to the request for consent to the offer” in violation of California’s Business & Professions Code § 17602(a)(1). Plaintiff similarly alleges Code42 failed to obtain Plaintiff’s and the Class’s affirmative consent before the subscription was fulfilled in violation of Business & Professions Code §§ 17602(a)(1) and 17603, and failed to provide an acknowledgment with the automatic renewal offer terms and information regarding Defendant’s cancellation policy in violation of Business & Professions Code §§ 17602(a)(3) and 17602(b)(2). Code42 denied that it did anything wrong.

3. WHY IS THIS A CLASS ACTION?

In a class action, one or more people called Class Representatives (in this case Jordan Kissel) sue on behalf of people who have similar claims. All these people are a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. U.S. District Judge Josephine L. Staton is in charge of this class action.

4. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of Plaintiff or Defendant. The Plaintiff thinks she could have won at trial and obtained a greater recovery. The Defendant thinks the Plaintiff would not have won anything from a trial. But there was no trial. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, and the people affected will get compensation. The Class Representative and the attorneys think the settlement is best for all Class Members.

WHO IS IN THE SETTLEMENT

To see if you will get money from this settlement, you first have to decide if you are a Class Member.

5. HOW DO I KNOW IF I AM PART OF THE SETTLEMENT?

Judge Staton decided that everyone who fits this description is a Class Member:

All consumers within the State of California who purchased any product or service from Code42 as part of an “Automatic Renewal” or “Continuous Service” plan or arrangement between November 19, 2011 and November 19, 2015, inclusive, and who were subsequently charged by and paid Code42 one or more fees for the renewal of the product or service beyond the original term.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

You are not a Class Member if you are an officer or director of Code42, a member of an immediate family of an officer or director of Code42, or one of their legal representatives, heirs, successors or assigns, or any entity in which they have or have had a controlling interest.

7. I’M STILL NOT SURE IF I AM INCLUDED.

If you are still not sure whether you are included, you can ask for free help. You can call 1-844-859-6770, or visit www.kisselcrashplansettlement.com for more information, or you can contact the lawyers for the Class at (949) 706-6464.

THE SETTLEMENT BENEFITS – WHAT YOU GET

8. WHAT DOES THE SETTLEMENT PROVIDE?

Code42 has agreed to create a \$400,000 fund to pay Class Members, as well as the fees and costs of the attorneys representing the Class and the expenses of settlement administration.

In addition, in November 2015 Code42 modified the information that it provides to California consumers about its automatically renewing services. Code42 has agreed to continue to provide this information, either in the form that Code42 has used since November 2015, or in some other form that complies with California law, for automatically renewing services that it offers to California consumers.

9. HOW MUCH WILL MY PAYMENT BE?

Your share of the fund will be approximately \$7.00 - \$7.50, but the final amount could be more or less. Here’s how it works:

There are approximately 32,200 Class Members. After a payment to Class Counsel (which the Court must approve) and the expenses of settlement administration are deducted from the settlement fund, the remainder will be divided equally among all Class Members (except for those who exclude themselves from the settlement). Class counsel will ask the Court to approve payment from the settlement fund of up to \$100,000 for attorneys’ fees and expenses and payment of \$2,500 to Jordan Kissel for her services as Class Representative. The fees would pay Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. The Court may award less than these amounts. The costs of settlement administration will also be paid from the settlement fund.

All papers filed in this action, including the fee application by Class Counsel, are (or will be) available for review via the Public Access to Court Electronic Resources System (PACER), available online at <http://www.pacer.gov>. Copies of the application for fees and costs can also be viewed in person at the Courthouse.

HOW YOU GET A PAYMENT

10. HOW CAN I GET A PAYMENT?

If you are a Class Member and received this notice by email, a payment will be made to you automatically after the Court approves the settlement and all appeals are resolved. If you received this notice by email,

you do not have to submit a claim form in order to receive a payment. If, however, you did not receive this notice by email, you must submit a Claim Form postmarked by December 18, 2017 to receive a payment. Claim Forms are available at www.kisselcrashplansettlement.com or by calling 1-844-859-6770.

11. WHEN WILL I GET MY PAYMENT?

The Court will hold a hearing on February 9, 2018 at 2:30 p.m., to decide whether to approve the settlement. If Judge Staton approves the settlement, after that there may be appeals. It's always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

12. WHAT AM I GIVING UP TO STAY IN THE CLASS AND GET A PAYMENT?

Unless you exclude yourself, you are staying in the class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Code42 about the legal issues in *this* case. It also means that all of the Court's orders will apply to you and legally bind you.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this settlement, but you want to keep the right to sue or continue to sue Code42, on your own, about the legal issues in this case, then you must take steps to get out. This is called excluding yourself – or is sometimes referred to as “opting out” of the Class.

13. HOW DO I GET OUT OF THE SETTLEMENT?

To exclude yourself from the Class, you must send a letter by mail saying that you want to be excluded from the Class in *Kissel v. Code42*. Be sure to include your full name, the email address associated with your Code42 account, your current mailing address, and your telephone number. Also be sure to sign your request for exclusion.

You must mail your exclusion request postmarked no later than December 18, 2017 to:

Kissel Settlement Administrator
c/o JND Legal Administration
P.O. Box 6878
Broomfield, CO 80021

If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement or certification of the Class. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Code42 in the future.

14. IF I DON'T EXCLUDE MYSELF, CAN I SUE CODE42 FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue Code42 for the claims that this settlement resolves. If you have a pending lawsuit speak to your lawyer in that case immediately. You must exclude yourself from *this* Class to continue your own lawsuit. Remember, the exclusion deadline is December 18, 2017.

15. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?

No. If you exclude yourself, you will not receive a payment from the settlement of this lawsuit. But, you may sue, continue to sue, or be part of a different lawsuit against Code42.

THE LAWYERS REPRESENTING YOU

16. DO I HAVE A LAWYER IN THIS CASE?

The Court approved the request of the law firm of Pacific Trial Attorneys of Newport Beach, California to represent you and the other Class Members. These lawyers are called Class Counsel. These lawyers will be paid from the settlement fund; you will not otherwise be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. HOW WILL THE LAWYERS BE PAID?

Class counsel will ask the Court to approve payment from the settlement fund of up to \$100,000 for attorneys' fees and expenses and payment of \$2,500 to Jordan Kissel for her services as Class Representative. The fees would pay Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. The Court may award less than these amounts. Code42 has agreed not to oppose these fees and expenses. The costs of settlement administration will also be paid from the settlement fund. All papers filed in this action, including the fee application by Class Counsel, are (or will be) available for review via the Public Access to Court Electronic Resources System (PACER), available online at <http://www.pacer.gov>.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the certification of the class, the settlement, or some part of it.

18. HOW DO I TELL THE COURT THAT I DON'T LIKE THE SETTLEMENT?

If you're a Class Member, you can object to certification of the class or to the settlement if you don't like any part of it. You can give reasons why you think the Court should not certify the Class or approve the settlement. The Court will consider your views. To object, you must send a letter or other written statement saying that you object in *Kissel v. Code42* and the reasons you object to the settlement. Be sure to include your full name, the email address associated with your Code42 account, your current mailing address, and your telephone number. Also be sure to sign your objection. You may also include or attach any documents that you would like the Court to consider. Do not send your written objection to the Court or the judge. Instead, mail the objection to these three different places postmarked no later than December 18, 2017:

Kissel Settlement Administrator c/o JND Legal Administration P.O. Box 6878 Broomfield, CO 80021 1-844-859-6770	Scott Ferrell, Esq. Pacific Trial Attorneys 4100 Newport Place Dr. Suite 800 Newport Beach, CA 92660 1-949-706-6464	Steven Ellis, Esq. Goodwin Procter LLP 601 S Figueroa St. Los Angeles, CA 90017
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Additionally, all papers filed in this action are also available for review via the Public Access to Court Electronic Resources System (PACER), available online at <http://www.pacer.gov>.

19. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?

Objecting is simply telling the Court that you don't like something about certification of the class or about the settlement. You can object only if you stay in the Class. Excluding yourself 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 FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

20. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Fairness Hearing at 2:30 p.m. on February 9, 2018, at the United States District Court for the Central District of California, 411 West Fourth Street, Santa Ana, California 92701, in Courtroom 10A on the 10th Floor. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Staton will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

21. DO I HAVE TO COME TO THE HEARING?

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

22. MAY I SPEAK AT THE HEARING?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Kissel v. Code42*." Be sure to include your name, current mailing address, telephone number, and signature. Your Notice of Intention to Appear must be postmarked no later than December 18, 2017, and be sent to the Clerk of the Court, Class Counsel, and Defense Counsel. Addresses for Class Counsel and Defense Counsel are included in question 18. The address for the Clerk of the Court is: Clerk of the Court, United States District Court for the Central District of California, 411 West Fourth Street, Santa Ana, CA 92701. You cannot speak at the hearing if you excluded yourself.

IF YOU DO NOTHING

23. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing and you received this notice by email, you will receive payment after the Court approves the settlement and all appeals are resolved. This may take some time. Please be patient. Please also keep in mind that if you do not exclude yourself, you won't be able to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against Code42 about the legal issues in this case, ever again.

GETTING MORE INFORMATION

24. HOW DO I GET MORE INFORMATION ABOUT THE SETTLEMENT?

This notice summarizes the proposed settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement, more information about the settlement, and information about the current status of the court proceedings by visiting www.kisselcrashplansettlement.com or by writing to Scott Ferrell, Pacific Trial Attorneys, 4100 Newport Place Drive, Suite 800, Newport Beach, CA 92660. You may also contact the settlement administrator by mail at Kissel Settlement Administrator, c/o JND Legal Administration, P.O. Box 6878, Broomfield, CO 80021, or by phone at 1-844-859-6770. Additionally, all papers filed in this action are also be available for review via the Public Access to Court Electronic Resources System (PACER), available online at <http://www.pacer.gov>.

Please do not contact the Court, the judge, or the Defendant Code42 with questions about the settlement.