

Mitchell v. The Taunton Press, Inc.

c/o CPT Group, Inc.

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IF YOU WERE ENROLLED IN AN AUTOMATICALLY RENEWING SUBSCRIPTION OR MEMBERSHIP PRODUCT OR PROGRAM BY TAUNTON, YOU MAY BE ENTITLED TO COMPENSATION

Summary Notice of Class Action Settlement

Mitchell v. The Taunton Press, Inc.

San Diego County Superior Court, Case No. 37-2019-00029474-CU-BT-CTL

What is the Lawsuit about? The Lawsuit alleges that The Taunton Press, Inc. (“Taunton”) enrolled certain California consumers in automatically renewing or continuous service subscriptions or memberships, and posted charges to the consumer’s credit card, debit card, or third party payment account, without first presenting the consumer with the automatic renewal offer terms in a clear and conspicuous manner as required by law. Taunton denies the claims in the Lawsuit and the Court has not decided which party is right. The parties have agreed to a Settlement to provide 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 Taunton, the individual identified on this Summary Class Notice was enrolled by Taunton in an automatic renewal or continuous service subscription or membership on or before January 31, 2020 and, in connection with such subscription or membership, made one or more payments between June 10, 2015 and February 15, 2020, and therefore has the right to participate in the Settlement.

What relief does the Settlement provide? Taunton has agreed to pay the principal Settlement Amount of Four Hundred Thousand Dollars (\$400,000) to fully and finally resolve the matter. If the Court grants final approval of the Settlement, each Participating Class Member will receive a 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. The Settlement also provides for injunctive relief.

What are my options?

You do not need to take any action to participate in the Settlement.

If you do not want to be legally bound by the Settlement, you must exclude yourself by October 29, 2020. 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 Taunton for any claims based on enrollment in, or charges for, automatic renewal or continuous service subscriptions. 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 October 29, 2020. 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 through counsel. The Court will hold a hearing on February 26, 2021 at 8:30 a.m. to consider whether to approve the Settlement and a request by the lawyers representing all Class Members for attorneys’ fees and costs, and for a service award to the class representative. You may ask to appear at the hearing, but you don’t have to.

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, go to www.MitchellAutoRenewalSettlement.com. You may also email the Settlement Administrator at MitchellAutoRenewalSettlement@cptgroup.com or call 1-888-664-1697.