

Exhibit 2

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

ALICE RADEN and BOBBIE
MOORE, individually and on behalf of
the settlement classes,

Plaintiffs,

v.

MARTHA STEWART LIVING
OMNIMEDIA, INC., a Delaware
corporation, and MEREDITH
CORPORATION, an Iowa corporation.

Defendants.

Case No.: 4:16-cv-12808

Hon. Linda V. Parker

**DECLARATION OF ARI J. SCHARG
IN SUPPORT OF PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

Pursuant to 28 U.S.C. § 1746, I hereby declare and state as follows:

1. I am a citizen of the state of Illinois, and I am over the age of eighteen years old. I make this Declaration based upon personal knowledge unless otherwise indicated. If called upon to testify as to the matters stated herein, I could and would competently do so.

2. I make this Declaration in support of Plaintiffs' Motion for and Brief in Support of Final Approval of Class Action Settlement.

3. I am a partner at the law firm of Edelson PC, which has been retained to represent the named-plaintiffs, Alice Raden and Bobbie Moore, in this matter. I

have been appointed Class Counsel in this case, along with two other members of my law firm.

The Litigation and Settlement History

4. After the Court ruled on Defendants' motion to dismiss and Plaintiffs' motion to reconsider, the Parties exchanged initial disclosures on February 8, 2018. Soon thereafter, the Parties began engaging in settlement discussions and exchanging informal discovery related to, *inter alia*, the size and composition of the putative class.

5. Over the following months, the Parties continued their settlement discussions in an effort to resolve the case without the expense of further litigation, which would necessarily include adversarial class certification, summary judgment briefing, and appeals.

6. During these discussions, the Parties explored what a settlement resolving the claims of both direct and indirect subscribers might look like, resulting in Defendants providing further informal discovery regarding the number of direct and indirect subscribers and from whom they purchased their subscriptions. With that information in hand, and after multiple rounds of arm's-length negotiations between counsel experienced in valuing and negotiating PPPA class settlements, the Parties ultimately reached an agreement on the principal terms of the Settlement.

7. The Parties then diligently prepared and executed the written Settlement Agreement, which the Court preliminarily approved on April 12, 2019.

Class Counsel's Estimate of Per-Claimant Recovery

8. Based on the current participation rate, and consistent with their earlier estimates, Class Counsel estimates that each Direct Purchaser Settlement Class Member that submits a valid Claim Form will receive approximately \$60 in cash as a result of the Settlement.

Factors Supporting Final Approval

9. Before this case was filed on July 31, 2016, Class Counsel investigated Defendants' business practices, their methods of data collection and aggregation, and their relationships with various third-party companies.

10. Class Counsel are confident in the strength of Plaintiffs' claims and believe their chances of reviving their dismissed PPPA claims and certifying an adversarial class is strong. That said, success in this case has never been a certainty—as demonstrated already by the Court's dismissal of Plaintiffs' PPPA claims—and there remained numerous ways in which the class could wind up empty-handed.

11. Class Counsel have built their practice upon complex consumer class action litigation and have significant experience with the PPPA. (*See Firm Resume of Edelson PC*, a true and accurate copy of which is attached hereto as Exhibit 2-

A.) Likewise, defense counsel—attorneys from sophisticated law firms—have significant experience in defending leading magazine publishers in similar PPPA litigation and have at all times vigorously defended MSLO and Meredith throughout this litigation.

12. The Parties have vigorously pursued their own interests and positions throughout the litigation. And when both sides were finally ready to discuss the possibility of settlement, all of their negotiations occurred only at arm’s-length and neither party discussed the issue of attorneys’ fees at any point.

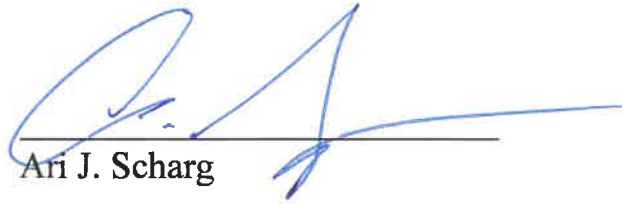
13. The instant settlement is the product of informed negotiations conducted at arm’s-length by experienced counsel representing adversarial parties after considerable litigation.

14. Apart from the terms laid out in Section 8 of the Settlement Agreement—which relate to payment and timing of attorneys’ fees—there are no agreements made in connection with the proposed Settlement. The written Settlement Agreement provided to the Court here and at preliminary approval represents the entirety of the Parties’ proposed Settlement.

* * *

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 17th day of July, 2019 at Chicago, Illinois.


Ari J. Scharg