

**IF YOU PURCHASED A SUBSCRIPTION TO MARTHA STEWART LIVING  
MAGAZINE OR MARTHA STEWART WEDDINGS MAGAZINE BETWEEN  
JULY 31, 2010 AND JULY 31, 2016, YOU MAY BE PART OF A CLASS ACTION  
SETTLEMENT.**

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*A federal 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 publishers Martha Stewart Living Omnimedia, Inc. (“Martha Stewart”) and Meredith Corporation (“Meredith”), who are the Defendants in the case. The class action lawsuit involves whether Martha Stewart and Meredith disclosed their customers’ personally identifiable subscription information to third parties in violation of Michigan privacy law. The Defendants deny they violated any law.
- Two groups or “classes” of people are included in the Settlement. The first group is called the “Direct Purchaser Settlement Class” and includes all persons with Michigan street addresses who were subscribers to *Martha Stewart Living* magazine or *Martha Stewart Weddings* magazine between July 31, 2010 and July 31, 2016 and who purchased their subscriptions directly from Martha Stewart or Meredith. The second group is called the “Indirect Purchaser Settlement Class” and includes all persons with Michigan street addresses who were subscribers to *Martha Stewart Living* magazine or *Martha Stewart Weddings* magazine between July 31, 2010 and July 31, 2016 and who purchased their subscriptions from a third party.
- Each Class is entitled to different relief under the Settlement. Both Classes are entitled to injunctive relief, which means that, for a period of three (3) years, the Defendants will not disclose their Michigan customers’ personally identifiable magazine subscription information to third parties without the prior express written consent of the affected subscribers. Defendants will also perform annual audits to ensure compliance with the terms of the Settlement. Because the law allows only consumers who subscribed directly from a publisher to recover money, those included in the Direct Purchaser Settlement Class will also be eligible to receive a *pro rata*, or equally split, portion of a \$965,000 Settlement Fund. Class Counsel anticipates the payments to be approximately \$50–\$75 per Direct Purchaser Settlement Class Member. The amount ultimately recoverable depends on the number of claims filed, the cost of notice, and the amount awarded for costs, fees, and incentive awards to the Class Representatives, which are all paid out of the Settlement Fund.
- Please read this notice carefully. Your legal rights are affected whether you act, or don’t act.

## YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<b>IF YOU ARE A MEMBER OF EITHER SETTLEMENT CLASS, YOU MAY:</b>	
<b>SUBMIT A CLAIM FORM (Direct Purchasers only)</b>	This is the only way for Direct Purchasers to receive a payment.
<b>EXCLUDE YOURSELF</b>	You will be ineligible to get any benefits, but you will retain any rights you currently have to sue the Defendants 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.
<b>DO NOTHING</b>	You will automatically receive the injunctive benefits of the Settlement, but you won't get a share of the Settlement Fund if you're a direct purchaser and will give up your rights to sue the Defendants 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?**

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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 Linda V. Parker, of the U.S. District Court for the Eastern District of Michigan, is overseeing this case. The case is known as *Alice Raden et al v. Martha Stewart Living Omnimedia, Inc. et al*, No. 4:16-cv-12808-LVP-APP. The persons who sued are called the Plaintiffs. The companies that got sued are called the Defendants, which are Martha Stewart Living Omnimedia, Inc. and Meredith Corporation in this case. Collectively, the Plaintiffs and the Defendants are referred to as the “Parties.”

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

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A class action is a lawsuit in which one or more plaintiffs—in this case, Alice Raden and Bobbie Moore—sue on behalf of groups of people who have similar claims. Together, these groups—known as the Direct Purchaser Settlement Class and the Indirect Purchaser Settlement Class here—are called the “classes” and collectively consist of “class members.” In a class action, the court resolves the issues for all class members, except those who exclude themselves from the classes. After the Parties reached an agreement to settle this case (the “Settlement”), the Court granted preliminary approval of the Settlement and recognized it is a case that should be treated as a class action for

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settlement purposes.

### 3. What is this lawsuit about?

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This lawsuit claims that Defendants violated Michigan’s Preservation of Personal Privacy Act, M.C.L. § 445.1712 (“PPPA”) by disclosing information related to their customers’ magazine subscriptions to third parties. Under the PPPA, only purchases made “at retail” are a violation and entitle a consumer to relief. The Defendants deny they violated the law, and the Parties have agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation. More information about the lawsuit and key documents can be found in the “Documents” section of the settlement website at [www.MSLmagazinesettlement.com](http://www.MSLmagazinesettlement.com)

### 4. Why is there a Settlement?

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Both Plaintiffs and Defendants agreed to a Settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation, and class members will get relief now rather than, if at all, years from now. The Plaintiffs (who were appointed by the Court as “Class Representatives”) and their attorneys (“Class Counsel”) believe that the Settlement is in the best interests of the class members.

### WHO’S INCLUDED IN THE SETTLEMENT?

### 5. How do I know if I am a part of this Settlement?

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The Court decided that two groups or “classes” of people are part of the Settlement.

The first group is called the **Direct Purchaser Settlement Class** and includes all persons with Michigan street addresses who were subscribers to *Martha Stewart Living* magazine or *Martha Stewart Weddings* magazine between July 31, 2010 and July 31, 2016 and who purchased their subscriptions directly from Martha Stewart or Meredith. Most members of the Direct Purchaser Settlement Class purchased their subscriptions by mailing in a postcard to Martha Stewart Living Omnimedia, Inc. or Meredith Corporation. Such postcards typically include discounts off the cover price when buying a subscription. Other members of this class purchased their subscriptions online through [www.marthastewart.com/customer-service](http://www.marthastewart.com/customer-service) or [www.magazine.store](http://www.magazine.store). Based on Defendants’ records, there are approximately 55,176 members of the Direct Purchaser Settlement Class.

The second group is called the **Indirect Purchaser Settlement Class** and includes all persons with Michigan street addresses who were subscribers to *Martha Stewart Living* magazine or *Martha Stewart Weddings* magazine and who purchased their subscriptions from a third party between July 31, 2010 and July 31, 2016. Most members of the Indirect Purchaser Settlement Class purchased their subscriptions online through third-party agents like [Magazines.com](http://Magazines.com).

Most people will be members of only one class. But you may be a member of both classes if, for instance, between July 31, 2010 and July 31, 2016, you were a subscriber to *Martha Stewart Living* or *Martha Stewart Weddings* magazine and purchased your subscription through a third-party agent and then renewed directly from Martha Stewart or Meredith.

## THE SETTLEMENT BENEFITS

### 6. What does the Settlement provide?

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***Injunctive Relief and Privacy Protections for Both Classes:***

For both the Direct Purchaser Settlement Class and Indirect Purchaser Settlement Class, the Settlement provides that, for a period of three (3) years following Preliminary Approval, Defendants will not disclose any of their Michigan customers' personally identifiable magazine subscription information to any third parties without the prior express written consent of the affected subscribers. Defendants have also agreed to perform annual audits to ensure they are complying with the terms of the Settlement.

***Monetary Relief for the Direct Purchaser Settlement Class:***

For the Direct Purchaser Settlement Class, Defendants have created a Settlement Fund totaling \$965,000 from which Direct Purchaser Settlement Class Members may submit Claim Forms for monetary payment, which Class Counsel estimates to be \$50–\$75 per person. The Settlement Fund will also be used to pay the cost to administer the Settlement, the cost to inform people about the Settlement, attorneys' fees, and an award to the Class Representatives (*see* Question 14).

Any individual who is a member of *both* the Direct Purchaser Settlement Class and the Indirect Purchaser Settlement Class may submit a Claim Form to receive payment for a valid Direct Purchaser claim.

Members of the Indirect Purchaser Settlement Class do not give up any claims against, and may file suit seeking money against, the third party that they purchased their *Martha Stewart Living* magazine or *Martha Stewart Weddings* magazine subscription from.

A detailed description of the Settlement benefits can be found in the [Settlement Agreement](#) available on [www.MLSmagazinesettlement.com](http://www.MLSmagazinesettlement.com).

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

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If you are member of the Direct Purchaser 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 Direct Purchaser Settlement Class Members file valid claims. Each Direct Purchaser Settlement Class Member who files a valid claim will receive a proportionate share of the Settlement Fund, which Class Counsel anticipates will be approximately \$50–\$75. You can contact Class Counsel at 1-866-354-3015 to inquire as to the number of claims filed.

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

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Direct Purchaser Settlement Class Members who submit valid Claim Forms should receive a check from the Settlement Administrator within 60 days after the Settlement has been finally approved and/or after any appeals process is complete. The hearing to consider the final fairness of the Settlement is scheduled for **July 31, 2019 at 11:00 a.m.** at the Theodore Levin Courthouse, 231 W. Lafayette Blvd., Detroit, MI 48226. All checks will expire and become void 90 days after they are issued.

## HOW TO GET BENEFITS

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

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If you are a Direct Purchaser Settlement Class Member and you want to get a payment, you must complete and submit a Claim Form by **September 14, 2019** (postmarked by September 14, 2019 if sent by mail). Claim Forms can be found and submitted online 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 online or to request a paper copy, go to [www.MSLmagazinesettlement.com](http://www.MSLmagazinesettlement.com) or call the Settlement Administrator toll free, 1-844-491-5743.

We also encourage you to submit your claim electronically. Not only is it easier and more secure, but it is completely free and takes only minutes!

Members of the Indirect Purchaser Settlement Class are not entitled to a payment under this Settlement. However, they do not give up any claims against, and may file suit seeking money against, the third party that they purchased their *Martha Stewart Living* magazine or *Martha Stewart Weddings* magazine subscription from.

## REMAINING IN THE SETTLEMENT

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

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If the Settlement becomes final, members of both classes will give up their right to sue the Defendants for the claims being resolved by this Settlement, including claims for statutory damages. The specific claims you are giving up against the Defendants are described in Section 1.28 of the Settlement Agreement, which is available through the “Documents” link on this website. You will be “releasing” the Defendants and certain of their affiliates described in Section 1.29 of the Settlement Agreement. Unless you exclude yourself (*see* Question 15), you are “releasing” the claims.

The Settlement Agreement, in Section 1.28, describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the lawyers listed in Questions 13 & 18 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

### 11. If I’m part of the Indirect Purchaser Settlement Class, can I sue the third-party agent from whom I purchased my *Martha Stewart Living* or *Martha Stewart Weddings* magazine subscription?

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Yes, the Settlement expressly preserves any claims members of the Indirect Purchaser Settlement Class may have against the third parties from whom they purchased their *Martha Stewart Living* or *Martha Stewart Weddings* magazine subscriptions. This means Indirect Purchaser Settlement Class Members retain the right to sue those third parties for any claims they may have. If you choose to go this route, please be aware that there is a time limit for you to file a lawsuit based on when you subscribed to *Martha Stewart Living* magazine or *Martha Stewart Weddings* magazine. If you want to obtain more information about the time you have to file a lawsuit, you should contact an attorney.

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

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### ***Indirect Purchaser Settlement Class:***

If you are a member of the Indirect Purchaser Settlement Class and do nothing, you will still receive all of the benefits you are entitled to under the Settlement—the Defendants will stop disclosing your personal subscription information to third parties without your prior express written consent. In other words, as a class member, you automatically receive the protection of the injunction and no action is required by you. But, if you do nothing—and don't exclude yourself from the Settlement—you will be in the class and if the Court approves the Settlement, you will also be bound by all orders and judgments of the Court. You will not be able to start a lawsuit or be part of any other lawsuit against the Defendants for the claims being resolved by this Settlement. You will, however, be able to start a lawsuit or be part of any other lawsuit against the third party from whom you purchased your *Martha Stewart Living* or *Martha Stewart Weddings* magazine subscription (see Question 11).

### ***Direct Purchaser Settlement Class:***

If you are a member of the Direct Purchaser Settlement Class and do nothing, you will receive the same injunctive protections as the Indirect Purchaser Settlement Class described above, but you will not receive any monetary payment from the Settlement Fund. To receive payment, you must submit a timely, valid Claim Form. If you do nothing—and don't exclude yourself from the Settlement—you will be in the class and if the Court approves the Settlement, you will also be bound by all orders and judgments of the Court. You will not be able to start a lawsuit or be part of any other lawsuit against the Defendants for the claims being resolved by this Settlement.

## **THE LAWYERS REPRESENTING YOU**

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

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The Court has appointed Eve-Lynn J. Rapp, Ari J. Scharg, and Schuyler R. Ufkes of Edelson PC to be the attorneys representing the class members. They are called “Class Counsel.” They believe that the Settlement Agreement is fair, reasonable, and in the best interests of the class members. 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.

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

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The Defendants have agreed to pay Class Counsel attorneys' fees and costs in an amount to be determined by the Court. The fee petition will seek no more than 35% of the Settlement Fund; Class Counsel may ask for and 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, Defendants have agreed to pay \$5,000 to each Class Representative from the Settlement Fund for their services in helping to bring and settle this case.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 15. How do I get out of the Settlement?

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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 *Alice Raden et al v. Martha Stewart Living Omnimedia, Inc. et al*, No. 4:16-cv-12808-LVP-APP settlement. Your letter or request for exclusion must also include your name, your address, your signature, the name and number of this case, and a statement that you wish to be excluded from the Direct Purchaser Settlement Class and/or the Indirect Purchaser Settlement Class. You must mail your exclusion postmarked by **June 17, 2019** to:

Magazine Subscriber Privacy Settlement  
c/o Settlement Administrator  
P.O. Box 58310  
Philadelphia, PA 19102-8310

### 16. If I don't exclude myself, can I sue the Defendants for the same thing later?

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

### 17. If I exclude myself, can I get anything from this Settlement?

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No. If you exclude yourself, you will not receive any benefits from the Settlement. If you are a member of the Direct Purchaser Settlement Class and exclude yourself, you should not submit a Claim Form to ask for payment because you won't receive any.

## OBJECTING TO THE SETTLEMENT

### 18. How do I object to the Settlement?

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If you're a class member and you don't exclude yourself, 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 *Alice Raden et al v. Martha Stewart Living Omnimedia, Inc. et al*, No. 4:16-cv-12808-LVP-APP 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 Direct Purchaser Settlement Class Member and/or an Indirect Purchaser Settlement Class Member, 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. You must also mail or deliver a copy of your letter or brief to Class Counsel and Defendants' Counsel listed below.

Class Counsel will file with the Court and post on this website its request for attorneys' fees by June 3, 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 the answer to Question Number 22), you must say so in your letter or brief. File the objection with the Court and mail a copy to these four places postmarked no later than **June 17, 2019**.

Court	Class Counsel	Defendants' Counsel
The Hon Linda V. Parker Theodore Levin Courthouse 231 W. Lafayette Blvd. Detroit, MI, 48226	Ari J. Scharg EDELSON PC 350 North LaSalle St. Suite 1400 Chicago, IL 60654	Jacob A. Sommer ZWILLGEN PLLC 1900 M St. NW Suite 250 Washington, D.C. 20036
		Brendan J. Healey MANDELL MENKES LLC One North Franklin Suite 3600 Chicago, IL 60606

**19. 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 Direct Purchaser Settlement Class and/or the Indirect Purchaser Settlement Class (in other words, you can only object if you don’t exclude yourself from the classes). Excluding yourself from the Direct Purchaser Settlement Class and/or the Indirect Purchaser Settlement Class is telling the Court that you don’t want to be part of the classes. If you exclude yourself, you have no basis to object because the case no longer affects you.

**THE COURT’S FINAL APPROVAL HEARING**

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

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The Court will hold the Final Approval Hearing at 11:00 a.m. EDT on **July 31, 2019** at the Theodore Levin Courthouse, Room 204, 231 W. Lafayette Blvd., Detroit, MI 48226. 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 members; to consider Class Counsel’s request for attorneys’ fees and expenses; and to consider the request for an incentive award to the Class Representatives. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check [www.MSLmagazinesettlement.com](http://www.MSLmagazinesettlement.com) or call 1-844-491-5743. 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.

**21. Do I have to come to the hearing?**

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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.

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

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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 *Alice Raden et al v. Martha Stewart Living Omnimedia, Inc. et al*, No. 4:16-cv-12808-LVP-APP." 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 **June 17, 2019**, and be sent to the addresses listed in Question 18.

### **GETTING MORE INFORMATION**

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

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This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at [www.MSLmagazinesettlement.com](http://www.MSLmagazinesettlement.com). You may also write with questions to Magazine Subscriber Privacy Settlement, P.O. Box 58310, Philadelphia, PA 19102-8310. You can call the Settlement Administrator at 1-844-491-5743 or Class Counsel at 1-866-354-3015, 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.