

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

TIPSY NAIL CLUB LLC, SALON PHOENIX
COSMETOLOGY, LLC, RAPHA MASSAGE,
LLC, ENLIGHTEN MASSAGE THERAPY LLC,
THE FACIAL BAR, LLC, SALON GOLDYN,
INC, and SALON HAIRROIN, INC., on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

CLASSPASS INC., CLASSPASS, LLC, FRITZ
LANMAN, and PAYAL KADAKIA,

Defendants.

No. 21 Civ. 8662 (JHR)

NOTICE OF CLASS ACTION SETTLEMENT

To: All companies that have been listed on the ClassPass website or mobile application at any time from August 1, 2020 through June 29, 2023 as part of the ClassPass Concierge program.

PLEASE READ THIS ENTIRE NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY A CLASS ACTION LAWSUIT NOW PENDING IN FEDERAL DISTRICT COURT. THIS NOTICE ADVISES YOU OF YOUR OPTIONS REGARDING THE CLASS ACTION, INCLUDING WHAT YOU MUST DO IF YOU WISH TO SHARE IN THE SETTLEMENT FUND.

This Notice is given pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Southern District of New York (the “Court”). It is not an advertisement or a solicitation from a lawyer.

The purpose of this Notice is to inform you of a pending proposed class action lawsuit (the “Action”) and of a Settlement of the Action with ClassPass, Inc., ClassPass, LLC, Fritz Lanman, and Payal Kadakia (“Defendants”).

ClassPass is an online service that gives consumers access to thousands of fitness and wellness offerings through its platform on its website and mobile app. ClassPass subscribers purchase credits from ClassPass, which they can use to book classes at fitness and wellness businesses in ClassPass’s network. In August 2020, ClassPass started a program called “Concierge,” in which it listed beauty and wellness businesses that were not ClassPass Partners, providing ClassPass Members the ability to request appointments at those businesses through the ClassPass platform. The Action alleges that Defendants listed those businesses without their consent, and thus violated Section 43 of the Lanham Act and various states’ competition and consumer protection statutes.

Defendants deny all of Plaintiffs’ claims and deny violating any law, and assert that, at all times, their actions and business practices have been lawful and appropriate. By agreeing to settle, Defendants are in no way admitting (1) liability on any of the factual allegations or claims in this case, nor (2) that this case can or should proceed as a class action in the event the parties’ Settlement does not become effective and the litigation goes forward.

The Court presiding over this case has not yet ruled on the merits of any of Plaintiffs’ claims. This means that there has not been a ruling as to who wins and who loses. If you want to see a copy of the complaint, answer, or any other pleadings, you may contact the Settlement Administrator or Class Counsel (contact below).

Plaintiffs and their attorneys, on behalf of themselves and the Class Members, negotiated a settlement with Defendants with the assistance of a mediator. The parties’ agreement is documented in the Settlement Agreement, which the Court has preliminarily approved. Plaintiffs, on behalf of themselves and Settlement Class Members, and Defendants have agreed to settle this case by dismissing this Action and discharging the Released Claims against the Releasees in exchange for injunctive relief and the Settlement Amount of \$1,893,125 (the “Settlement Fund”).

You are receiving this notice because you or your business have been identified as a likely member of the Settlement Class. The “Settlement Class” is defined as all persons or entities in

the United States that ClassPass has listed on its website or mobile application (“app”) from August 1, 2020 through June 29, 2023 as part of the ClassPass Concierge program that are not ClassPass Partners.

The following chart contains a summary of your rights and options:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You are automatically part of the Action if you fit the Settlement Class definition. <i>See</i> Question 5, 6 and 7 below. However, if you do not submit a timely claim, you will not be paid from the Settlement. You will be bound by any past and future court rulings, including rulings on the Settlement.
SUBMIT A CLAIM FORM	If you complete and submit a Claim Form by September 7, 2023, you will remain in the Settlement Class and be bound by the Settlement Agreement, and receive payment from the Settlement Fund (defined below) subject to the conditions set forth below, if the Settlement Agreement is approved. <i>See</i> Questions 8, 9, 10, 11 and 13 below.
EXCLUDE YOURSELF FROM THE SETTLEMENT (Opt-Out)	If you wish to exclude yourself from the Settlement Class, you must submit a timely and valid written request to do so by September 7, 2023. If you exclude yourself, you will not be bound by the Settlement if approved, and you will be ineligible to share in the Settlement Fund. <i>See</i> Questions 14-15 below.
OBJECT TO THE SETTLEMENT	If you do not choose to exclude yourself from the Settlement Class, you may object to it by following the procedures below no later than September 7, 2023, but you will give up the right to receive the benefits this Settlement provides. <i>See</i> Questions 16 and 17 below.
ATTEND THE FAIRNESS HEARING	You do not need to attend the fairness hearing, but you are welcome to do so. You may attend as an observer, or ask to speak in Court about your opinion of the Settlement. You may also appear through your own attorney at your own expense. <i>See</i> Questions 21, 22, and 23 below.

- These rights and options – **and the deadlines to exercise them** – are explained in this Notice.
- The Court in charge of this case must decide whether to approve the Settlement. Payments will be made following final approval of the Settlement by the Court and, if there are any appeals, after appeals are resolved. Please be patient.

BASIC INFORMATION

1. What is a class action?

A class action is a lawsuit in which a few representative plaintiffs, such as Tippy Nail Club LLC, Salon Phoenix Cosmetology, LLC, Rapha Massage LLC, Enlighten Massage Therapy LLC, The Facial Bar, LLC, Salon Goldyn, Inc, and Salon Hairroin, Inc., (the “Named Plaintiffs” in this class action), argue that they should be allowed to bring a lawsuit on behalf of themselves and other similarly situated persons (*i.e.*, the class) that they contend have similar claims against the Defendants. The Named Plaintiffs, the Court, and counsel appointed to represent the class (“Class Counsel”) all have a responsibility to make sure that the interests of all class members are adequately represented.

Class members are *not* individually responsible for the attorneys’ fees or litigation expenses. In a class action settlement, the plaintiffs’ attorneys’ fees and litigation expenses are paid from the settlement fund and must be approved by the Court.

When a class enters into a settlement with a defendant, such as this Settlement with Defendants, the Court will require that the members of the class be given notice of the lawsuit, the settlement, their legal rights, an opportunity to be heard, the benefits of the settlement, and who is eligible to receive them. The Court then conducts a hearing to determine, among other things, if the settlement is fair, reasonable, and adequate.

2. Why did I get this Notice?

You received this Notice because records indicate that you may be a member of the Settlement Class. If you are a potential Settlement Class Member, you have important decisions to make, and you may be entitled to money as part of the Settlement. You are not being sued.

3. What is this lawsuit about?

ClassPass is an online service that offers consumers access to thousands of fitness and wellness offerings through its platform on its website and mobile app. ClassPass subscribers purchase credits from ClassPass, which they can use to book classes at fitness and wellness businesses in ClassPass’s network. In August 2020, ClassPass started a program called “Concierge,” in which it began listing beauty and wellness businesses that were not ClassPass Partners, providing ClassPass Members the ability to request appointments at those businesses through the ClassPass platform. Plaintiffs sued, alleging that Defendants violated federal and state laws by listing businesses on the ClassPass platform through ClassPass Concierge without first obtaining the businesses’ consent.

Defendants deny all of Plaintiffs’ claims and deny violating any law, and assert that, at all times, their actions and business practices have been lawful and appropriate. Defendants are settling this action only to avoid the cost and distraction of protracted litigation.

4. Why is there a settlement?

Plaintiffs’ Co-Lead Counsel (identified below in response to Question 19) have investigated the facts and law regarding the claims at issue in this litigation, as well as Defendants’ potential

defenses. After lengthy, detailed negotiations with counsel for Defendants to reach the Settlement, Co-Lead Counsel believe the Settlement is in the best interests of the Settlement Class and support its approval. In addition, the Named Plaintiffs also support approval of the Settlement.

Defendants deny the allegations against them and deny that they did anything wrong. By agreeing to settle, Defendants are in no way admitting any liability on any of the allegations or claims, nor that this case can or should proceed as a class action if the litigation went forward.

The parties have agreed to settle the Action in its entirety to avoid burdensome and costly litigation, without any admission of liability by Defendants. The parties intend this Settlement Agreement to bind Named Plaintiffs, Defendants, and all Settlement Class Members who do not timely and properly exclude themselves from this Settlement.

WHO IS IN THE PROPOSED SETTLEMENT CLASS?

5. How do I know if I am a member of the Settlement Class?

In a Preliminary Approval Order, dated June 29, 2023, the Court defined the Settlement Class as:

All persons or entities in the United States that ClassPass has listed on its website or mobile application from August 1, 2020 through the Preliminary Approval Date as part of the ClassPass Concierge program that are not ClassPass Partners.

6. Are there exceptions to being included in the Settlement Class?

Yes, those exceptions are as follows:

Defendants, their parent companies, subsidiaries and affiliates, and federal governmental entities and instrumentalities of the federal government and any judicial officer presiding over the Action, and any member of his or her immediate family and judicial staff.

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 or email the Claims Administrator toll-free at (866) 742-4955 or classpasssettlement@rg2claims.com or Co-Lead Counsel (identified below), or visit the Settlement Website www.classpasssettlement.com for more information.

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

Plaintiffs, on behalf of themselves and Settlement Class Members, and Defendants have agreed to settle this case by dismissing this Action and discharging the Released Claims against the Releasees in exchange for (a) the Settlement Amount of \$1,893,125 (the "Settlement Fund") and (b) non-monetary injunctive relief (the "Injunctive Relief"), which requires ClassPass to implement certain changes to its business practices and allows Settlement Class Members to request that their landing pages on ClassPass's website or mobile application be changed or taken down, as further described below.

(A) The Settlement Fund will cover five categories of payments, each requiring Court approval:

- (1) payments to Settlement Class Members;
- (2) Settlement Administration Costs;
- (3) Class Counsel's fees, not to exceed 33.33% of the Settlement Amount (i.e. \$624,731), plus their reasonable litigation costs not to exceed \$50,000;
- (4) Service Awards to the Class Representatives, which will not exceed \$10,000 each;
and
- (5) any necessary taxes and tax expenses.

After payment of Settlement Administrator costs, Class Counsel's fees and costs, Service Awards, and any applicable taxes and tax expenses, the remainder of the Settlement Fund will be distributed to Settlement Class Members on a *pro rata* basis, regardless of the number of claims that are submitted by Settlement Class Members.

The Settlement Fund—plus interest earned from the date it is established and less the estimated Settlement Administration Costs, the requested Service Awards to Plaintiffs, and the requested attorneys' fees, costs, and expenses (for example, approximately \$674,731), and any applicable taxes—will be equally divided among Settlement Class Members that timely submit valid claims and (1) are currently listed on ClassPass Concierge, or (2) were previously listed on ClassPass Concierge and ClassPass removed from ClassPass. Claim Forms must be returned by September 7, 2023.

(B) The Injunctive Relief provided under the Agreement is:

- 1. Take Down Option.** ClassPass will provide businesses listed through ClassPass Concierge the ability to (i) request that their landing pages be taken down or (ii) request changes to their pages. ClassPass will maintain a policy of responding promptly to businesses' take down requests and will ensure that it has adequate staff to remove any requested listings within 48 hours of the request.
- 2. Removal Requirements.** Any Settlement Class Member that chooses to be removed from ClassPass Concierge as part of this Settlement will not be re-listed on ClassPass as part of ClassPass Concierge for at least twelve months following the Effective Date, and only if that Settlement Class Member requests to be added back to ClassPass Concierge after twelve months has elapsed.
- 3. Appointment Scheduling Disclaimer and Procedure.** (i) After a ClassPass Member selects a preferred appointment time on a ClassPass Concierge business's scheduling page, the ClassPass Member will be provided the opportunity to select alternate time preferences for their appointment and/or an appointment time range; and (ii) ClassPass will provide notice on ClassPass Concierge landing pages explaining that ClassPass Members attempting to book a service through ClassPass Concierge are choosing a preferred appointment time, that actual availability may differ from what is shown, and that ClassPass will attempt to book the service, but that the ClassPass Member should not assume the appointment is confirmed until ClassPass provides written confirmation in a follow-up email or other communication through the ClassPass platform.

4. **Stock Photo Disclaimer.** To the extent that ClassPass uses stock photographs in its ClassPass Concierge landing pages, ClassPass will affirmatively state that the photos displayed are stock photos.
5. **Landing Page Link.** ClassPass Concierge landing pages will include a link that will enable businesses to communicate with ClassPass (e.g. about ClassPass Concierge, to modify content on the businesses' landing page, and to request that the landing page be removed), and will contain the following language as a standalone paragraph distinguished from the rest of the text, such as by shading or bolding, and this paragraph will be placed in the venue description:

If you are a business owner looking to learn more about Concierge, modify content on this page, or to remove this listing, click here.

6. **Removal of Appointment Instructions.** ClassPass will remove the instructions for ClassPass Members to show up to appointments 15 minutes in advance, and instead will advise ClassPass Members to visit the businesses' websites for additional information regarding their services, including but not limited to COVID-19 safety precautions and any screening forms.
7. **Business Contact Requirements.** When ClassPass representatives contact businesses to request a ClassPass Concierge booking on behalf of a ClassPass Member, the ClassPass representatives will disclose the ClassPass Concierge listing and the existence of the ClassPass Concierge program.
8. **New Concierge Listings.** ClassPass representatives will reach out to businesses that are not yet listed on ClassPass Concierge to verify that they will accept appointments through ClassPass. If a merchant has declined to become a partner with or otherwise be listed on ClassPass, ClassPass will not add such merchant to ClassPass Concierge unless the merchant requests to be added or if such merchant affirmatively consents to the listing.

(C) The Release being provided under the Agreement is summarized below, and is further detailed in the Settlement Agreement:

The "Released Claims" are any and all causes of action asserted or that could have been or could still be alleged or asserted, including without limitation claims or demands for any type of relief, including without limitation costs, fees, expenses, penalties, and attorneys' fees, whether class, individual, or otherwise in nature, that the Settlement Class Members ever had, now have, or hereafter can, shall, or may have, directly, representatively, derivatively, or in any other capacity, against Releasees (or any of them), related directly or indirectly to the facts alleged in the Action, which implicates the Lanham Act, 15 U.S.C. § 1125, *et seq.*, or any other unfair competition, or consumer protection law, or any other law, whether under federal, state, local or foreign law. The "Released Claims" are further defined in paragraph 21 of the Settlement Agreement.

The "Releasees" are: Defendants, and all of their respective current and former, direct and indirect parents, subsidiaries, affiliates, insurers, successors, assignees, and any other entity

with an interest in or obligation regarding Defendants' assets or liabilities. The "Releasees" are further defined in paragraph 19 of the Settlement Agreement.

9. Will I get a payment?

If you qualify as a member of the Settlement Class, do not opt out of the Settlement Class, and submit a valid Claim Form electronically or post-marked by the Court-established deadline, then you will be a Settlement Class Member that is entitled to a settlement payment.

All Settlement Class Members will also benefit from the injunctive relief provided in the Agreement and explained above.

10. How much will my payment be and when will I receive it?

If the Court approves the Settlement Agreement, the proceeds of the Settlement Fund, less Settlement Administrator costs, Attorneys' Fees and Costs, Service Awards, and any applicable taxes will be distributed to Settlement Class Members on a *pro rata* basis after the Effective Date, as defined in the Settlement Agreement.

REMAINING IN THE SETTLEMENT CLASS

11. How do I remain in the Settlement Class and remain eligible for a payment?

If you qualify as a member of the Settlement Class, you will remain a Settlement Class Member unless you elect to be excluded. By staying in the Settlement Class, you will remain eligible to submit a Claim Form and receive money from the Settlement Fund. Claim Forms must be completed and submitted electronically or post marked by a date to be set by the Court if it approves the Settlement.

12. If I remain in the Settlement Class, what am I "releasing," or giving up?

If the Settlement is approved and becomes final, and if you remain in the Settlement Class, you will give up your right to individually sue the Releasees related to the Released Claims (defined in the Settlement Agreement). That means, among other things, that you cannot sue, continue to sue, or be part of any other lawsuit against Releasees regarding any and all of the Released Claims (see Question 8 for further information). It also means that all the Court's rulings will apply to you and legally bind you, whether favorable or unfavorable to the Settlement Class.

The above description of the claims you are giving up against Releasees is only a summary. **Unless you exclude yourself, you are "releasing" those claims regardless of whether you submit a Claim Form.** If you wish, you can review the entire Settlement Agreement, including the definitions of terms such as "Releasees," "Releasers," and "Released Claims," in Paragraphs 19, 20 and 75 of the Settlement Agreement, which may be obtained on the Settlement Website (www.classpasssettlement.com) or by contacting the Claims Administrator at the address or telephone number below.

13. What happens if the Settlement is not approved or is terminated?

If the Settlement is not approved, the Agreement will become null and void, shall be of no further force or effect, and shall not be used, cited, or referred to for any purposes whatsoever in the Action

or in any other case or controversy. This Action will then proceed as if the Settlement Agreement had not been entered into.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. What if I do not want to be in the Settlement Class?

If you do not want to remain in the Settlement Class and do not want a payment from the Settlement, then you have the right to request exclusion from the Settlement Class. This is called “opting out” of the Settlement Class.

15. How do I exclude myself from the Settlement Class?

You can exclude yourself, or “opt out,” by sending a written “Request for Exclusion” to the Settlement Administrator, postmarked no later than September 7, 2023. Your written request must be signed by the person or entity requesting exclusion or his, her, or its authorized representative, state the name, address, phone number, and the last four (4) digits of a tax ID of the individual or entity of that person or entity, and state that “I wish to opt out from the *ClassPass* settlement.” You cannot exclude yourself by telephone or email. You must do so by regular mail.

The request must be mailed to the Settlement Administrator at ClassPass Litigation, RG/2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102-9479. A Request for Exclusion that (1) does not include all of the foregoing information, (2) does not contain the proper signature, (3) is sent to an address other than the one designated above, or (4) is not sent within the time specified, shall be invalid, and the person or entity filing such an invalid request shall be a Settlement Class Member and shall be bound by the Settlement, if approved. All persons or entities who submit valid and timely Requests for Exclusion in the manner set forth in this paragraph shall have no rights under the Settlement Agreement, cannot object to the Settlement, are not eligible to get any payment as a result of the Settlement, and shall not be bound by the Settlement Agreement or the Judgment.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

16. How do I tell the Court I don’t like the Settlement?

If you are a Settlement Class Member and do not opt out, you can object to all or any part of the Settlement, including the proposed plan of distribution, as well as any request for attorneys’ fees and/or expenses and/or any request for service awards for the Named Plaintiffs. You can explain the reasons for your objection, and the Court will consider your views.

Your objection must be in writing, must identify the full business name, address, telephone number, and the last four digits of the objector’s tax ID; the case name and number; a statement of the objector’s basis for any objections to the Settlement; a statement advising whether the objector plans to address the Court at the Final Approval Hearing and any legal briefs, papers or memoranda the objector proposes to submit to the Court; and, if the objector is represented by counsel, the name and address of his or her counsel. Any person or entity that fails to object in the manner set

forth in this Notice shall be deemed to have waived his, her, or its objections and will forever be barred from making any such objection to any aspect of the Settlement.

The addresses for filing and mailing objections are:

Settlement Administrator:
ClassPass Litigation
RG/2 Claims Administration
P.O. Box 59479
Philadelphia, PA 19102-9479

17. What is the difference between objecting and excluding myself from the Settlement?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you remain in the Settlement Class and do not exclude yourself from the Settlement. Excluding yourself from a Settlement is telling the Court that you do not want to be a part of the Settlement or the Settlement Class. If you exclude yourself from the Settlement, you have no right to object to the Settlement because it no longer affects you.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

The Court has appointed the firms listed below as Co-Lead Counsel to represent you and the Settlement Class in this case:

Joshua D. Snyder
BONI, ZACK & SNYDER LLC
15 St. Asaphs Rd.
Bala Cynwyd, PA 19004
Tel: (610) 822-0200

Raphael Janove
POLLOCK COHEN LLP
111 Broadway, Suite 1804
New York, NY 10006
Tel: (212) 337-5361

If you want to be represented by your own lawyer, you may hire one at your own expense.

19. How will the lawyers be paid?

Co-Lead Counsel will apply to the Court for payment of attorneys' fees and expenses from the Settlement Fund. You will not otherwise be charged for Co-Lead Counsel's services. Co-Lead Counsel will request attorneys' fees for themselves in the amount of up to a third of the Settlement Fund (e.g. \$624,731), and payment of the costs and expenses they have incurred in prosecuting the Action on behalf of the Settlement Class (not to exceed \$50,000). The hearing on Co-Lead Counsel's request for attorneys' fees and payment of costs and expenses will take place at the Fairness Hearing, discussed below.

20. Service Awards for the Named Plaintiffs

Co-Lead Counsel may also request awards to the Named Plaintiffs, Topsy Nail Club LLC, Salon Phoenix Cosmetology, LLC, Rapha Massage LLC, Enlighten Massage Therapy LLC, The Facial Bar, LLC, Salon Goldyn, Inc., and Salon Hairroin, Inc., for their assistance in prosecuting the

Action on behalf of the Settlement Class, in an amount not to exceed \$10,000 for each Named Plaintiff. The hearing on the request for Named Plaintiffs' service awards will take place at the Fairness Hearing, discussed below.

This is Only a Summary of the Request for Attorney's Fees, Payment of Costs and Expenses, and Service Awards to the Named Plaintiffs. The Motion in Support of These Requests Will be on File With the Court and Will be Available at the Settlement Website www.ClassPassSettlement.com by August 24, 2023.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement Agreement. You may attend, but you do not have to.

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

The Court will hold the Fairness Hearing by telephone on October 3, 2023, at 11:30 a.m. You may attend this Hearing virtually by dialing (646) 453-4442 and entering Conference ID 243 601 751 followed by the pound (#) key.

At this hearing, the Court will consider whether the Settlement, including the proposed plan of distribution, is fair, reasonable, and adequate. The Court will take into consideration any written objections filed in accordance with the instructions in this Notice. The Court also may listen to people who have properly indicated, within the deadline identified above, a desire to speak at the hearing, but decisions regarding the conduct of the hearing will be made by the Court. The Court will also decide whether to approve Co-Lead Counsel's request for attorneys' fees and expenses, and service awards to the Named Plaintiffs. We do not know how long the hearing will take or whether the Court will make its decision on the day of the hearing or sometime later.

You should be aware that the Court may change the date, time and/or format (*i.e.*, virtually or in person) of the Fairness Hearing. Thus, if you want to attend and/or participate at the hearing, you should check either on the Settlement Website (www.classpasssettlement.com) or with Co-Lead Counsel beforehand to be sure that the date, time and/or format has not changed.

22. Do I have to attend the Fairness Hearing?

No. Co-Lead Counsel will answer any questions the Court may have. You are, however, welcome to attend at your own expense. If you file an objection, you do not have to attend or participate at the Fairness Hearing to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also hire your own lawyer to attend, but you are not required to do so.

23. May I speak at the Fairness Hearing?

Yes. Anyone can attend the Fairness Hearing and watch. If you want to appear at the Fairness Hearing and object, in person (or virtually if that is how the Fairness Hearing will be held) or through an attorney hired at your own expense, you need to file a written Notice of Intent to Appear with the Court.

GETTING MORE INFORMATION

24. How do I get more information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can get a complete copy of the Settlement Agreement at the Settlement Website (www.classpasssettlement.com). You may also write to the Claims Administrator at the address in Question 16, call the Claims Administrator at (866) 742-4955 or email them at classpasssettlement@rg2claims.com. If you did not receive a postcard in the mail directing you to the Settlement Website, you should contact the Claims Administrator, or go to the Settlement Website, and register to receive future information.

Complete copies of public pleadings, Court rulings, and other filings are available for review and copying at the Clerk of Court's office. The address is: United States District Court for the Southern District of New York, 500 Pearl Street, New York, NY 10007.

25. Is this notice available in other languages?

For more information and to view this notice in Spanish, please visit the Settlement Website at www.classpasssettlement.com.

For more information and to view this notice in Korean, please visit the Settlement Website at www.classpasssettlement.com.

Please do not contact the Court or the Clerk's office regarding this Notice or for additional information.

DATED: June 29, 2023