

SETTLEMENT AGREEMENT

Nelson, et al. v. System1, Inc., et al.
San Diego County Superior Court
Case No. 37-2023-00045878-CU-BT-CTL

This Settlement Agreement (“Agreement”, the terms of which are sometimes referred to as the “Settlement”) is entered into by and between plaintiffs Larry Nelson (“Nelson”) and John Daub (“Daub”) (collectively, “Plaintiffs”), on the one hand, and defendants System1, Inc., Total Security Limited, and Protected.net LLC (collectively referred to as “Defendants”), on the other hand. Each of the foregoing is a “Party” (collectively, the “Parties”).

I. RECITALS

A. On October 20, 2023, a Complaint was filed in the Superior Court of the State of California, County of San Diego, entitled *Nelson, et al. v. System1, Inc., et al.*, Case No. 37-2023-00045878-CU-BT-CTL (the “Action”) (ROA# 1). The Complaint alleged that, with respect to Defendants’ software products, Defendants violated the California Automatic Renewal Law (Bus. & Prof. Code, § 17600 et seq.) (“ARL”) and the Unfair Competition Law (Bus. & Prof. Code, § 17200 et seq.) (“UCL”).

B. Following a series of discussions among counsel and an informal exchange of information, on February 12, 2024, the Parties participated in a full day, in-person mediation before Hon. Daniel J. Buckley, a retired Los Angeles County Superior Court judge now associated with Signature Resolution, LLC. That mediation was not successful.

C. Discovery commenced on February 21, 2024, and Plaintiffs propounded interrogatories, demands for inspection, and requests for admission on or after that date.

D. On April 12, 2024, Defendants filed a Demurrer to Plaintiffs’ Complaint (ROA# 15-19). The hearing on the demurrer is currently scheduled for November 8, 2024. (ROA# 37.)

E. Also on April 12, 2024, Defendants served objections and responses to Plaintiffs' interrogatories, demands for inspection, and requests for admission. Following extensive meet-and-confer discussions between counsel, Defendants served supplemental responses on May 15, 2024. Counsel for the respective Parties also conducted extensive discussions and exchanged drafts of a proposed protective order.

F. With the assistance of Judge Buckley, the Parties resumed settlement discussions. Following the exchange of additional information, the Parties reached a resolution of the action on the terms set forth in this Agreement.

G. This Agreement represents a compromise of disputed claims. Defendants deny any and all allegations of liability, fault, or wrongdoing, and deny that any claims alleged in the Action are suitable for class certification other than for purposes of this Settlement. The Parties enter into the Settlement described herein to fully and finally resolve their disputes.

Therefore, the Parties agree as follows:

II. CONDITIONS PRECEDENT TO EFFECTIVENESS OF SETTLEMENT

A. The Settlement will become final and effective upon the occurrence of all of the following events:

1. The San Diego County Superior Court (the "Court") enters an order preliminarily approving the Settlement and conditionally certifying the Class as defined in Section III below. The date the Court enters an order granting preliminary approval of the Settlement will be referred to as the "Preliminary Approval Date."

2. The Court enters an order and judgment granting final approval of the Settlement. The date the Court enters the order and judgment will be referred to as the "Judgment Entry Date."

3. The Effective Date occurs. The “Effective Date” will be determined as follows:

(a) The Effective Date will be the Judgment Entry Date unless a Class Member (as defined in Section III.A. below) files a timely objection to the Settlement that is not withdrawn on or before the Judgment Entry Date.

(b) If a Class Member files a timely objection to the Settlement that is not withdrawn on or before the Judgment Entry Date, then the Effective Date will be sixty-one (61) days following the Judgment Entry Date, unless that Class Member files a timely notice of appeal of the judgment.

(c) If a Class Member who has filed a timely objection to the Settlement also files a timely notice of appeal of the judgment, then the Effective Date will be the date the appeal is dismissed or the judgment is affirmed and no longer subject to mandatory or discretionary appellate review.

B. The Parties and their respective counsel will cooperate with each other and do all things reasonably necessary to obtain preliminary approval of the Settlement, obtain final approval of the Settlement, protect and support the Settlement if an appeal is taken or any other form of judicial review is sought, and otherwise seek to ensure that the Effective Date occurs.

C. Class Counsel (as defined in Section III.D. below) will have the right to appeal any award of attorneys’ fees, litigation expenses, or service payment, but any such appeal, if taken, will not otherwise affect the binding nature of the Settlement, including the release of claims set forth in Section IX below. In the event of any such appeal of an order regarding attorneys’ fees, litigation expenses, or a service payment, the Parties and their respective counsel will cooperate to carry out the other terms of the Settlement that are unaffected by that appeal.

D. If the Effective Date does not occur because the Court or a reviewing court enters a final order or decision disapproving of the Settlement with prejudice, or if for other reasons it becomes apparent that the Effective Date cannot occur: (1) this Agreement will be void *ab initio* and without any further force or effect; (2) any conditional certification of the Class pursuant to a preliminary approval order shall be withdrawn; (3) any First Amended Complaint (as defined in Section III.C. below) filed pursuant to a preliminary approval order shall be vacated; (4) the Settlement Administrator (as defined in Section III.F. below) will, after deducting any settlement administration expenses incurred as of that date, return any settlement funds in its possession to Defendants; and (5) in any further litigation proceedings that may ensue (excluding any appeal of an order denying approval), the Parties shall make no use of, and shall make no reference to, this Agreement, any motion for preliminary approval, motion for final approval, motion for award of attorneys' fees, litigation expenses, or class representative service payments, or any declaration or other paper that was filed in support of or in opposition to any aspect of the Settlement.

III. CLASS CERTIFICATION

A. Solely for the purpose of effectuating the Settlement, and subject to Court approval, the Parties stipulate to class certification of the following Class (the members of which are referred to as the "Class Members"):

All California residents who, between October 20, 2019 and June 30, 2024, were enrolled in and charged for an automatic renewal or continuous service subscription for Protected Software offered by any of the Defendants, limited to individuals who did not receive a full refund of any amounts paid towards such automatic renewal or continuous service subscription. Excluded from the Class are all employees of Defendants, all employees of Plaintiffs' counsel, and the judicial officers to whom this case is assigned.

B. The term "Protected Software" means one or more of the following software as a service products made available to consumers via the internet for download or via application marketplaces: PC Protect, ScanGuard, Total Adblock, TotalAV, Total Password, Total VPN, and

Total WebShield. The foregoing Class definition is not an admission that either System1, Inc. or Protected.net LLC offer any automatic renewal or continuous service subscriptions.

C. Solely for the purpose of effectuating the Settlement, the Parties stipulate to the filing of a “First Amended Complaint” which sets forth the foregoing definition of the Class. As part of the motion for preliminary approval, the Parties will request that the Court grant leave for the filing of the First Amended Complaint and that Defendants shall be deemed to have denied all material allegations of the First Amended Complaint without the necessity of filing a responsive pleading.

D. Solely for the purpose of effectuating the Settlement, and subject to Court approval, the Parties stipulate that the law firm of Dostart Hannink LLP will be appointed as counsel for the Class (“Class Counsel”).

E. Solely for the purpose of effectuating this Settlement, and subject to Court approval, the Parties stipulate that Nelson and Daub will be appointed as the Class Representatives.

F. Subject to Court approval, the Parties agree that CPT Group, Inc. will be the “Settlement Administrator.” The Settlement Administrator will be responsible for, *inter alia*: disseminating the “Summary Class Notice”; establishing and maintaining the Settlement Website; researching and updating addresses through skip-traces and similar means, if and to the extent necessary; receiving and validating claims; preparing a declaration regarding its due diligence; transmitting settlement payments to Class Members; and doing such other things as the Parties or the Court may direct in order to effectuate the Settlement.

G. Plaintiffs shall promptly submit this Agreement to the Court along with a motion for preliminary approval of class action settlement, conditional certification of the Class, and approval of Summary Class Notice of the proposed settlement (proposed forms for the emailed Summary Class Notice, the mailed Summary Class Notice, the Long Form Notice, and the paper Claim Form are attached hereto as Exhibits A, B, C and D, respectively). The preliminary approval motion will

also ask the Court to schedule a fairness hearing on the question of whether the proposed Settlement, including payment of attorneys' fees, litigation expenses, and costs and any service payments, should be finally approved as fair, reasonable, and adequate as to the Class.

IV. SETTLEMENT CONSIDERATION

A. Monetary Consideration. The monetary consideration to be paid by Defendants is the principal amount of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) (the "Settlement Amount"). Defendants shall pay the entire Settlement Amount by wire transfer to the Settlement Administrator designated by the Court no later than fourteen (14) days following the Preliminary Approval Date. The Settlement Administrator shall deposit the Settlement Amount in an interest-bearing account ("Settlement Fund"). Pending entry of final approval and judgment, the Settlement Fund may be used only to pay for expenses of settlement administration, including the expense of disseminating Summary Class Notice. If the Settlement is not granted final Court approval for any reason, the entire remaining balance of the Settlement Fund shall be promptly returned to Defendants. Under no circumstances shall Defendants be obligated to pay any monetary consideration pursuant to this Settlement in excess of the Settlement Amount.

B. As provided in Sections V, VI, VII and VIII below, the Settlement Amount will be used to pay Class Counsel's attorneys' fees and litigation expenses (as approved by the Court), any service payments awarded by the Court to the Class Representatives and/or other Class Members who assisted Class Counsel, the expenses of settlement administration (including Class Notice), and the settlement payments to Class Members. If any funds are remaining by reason of uncashed settlement checks or otherwise, the remaining funds will be paid to one or more *cy pres* recipient(s) approved by the Court, unless the Court orders otherwise. Provided that the Effective Date occurs, no portion of the Settlement Amount will revert to Defendants.

C. Injunctive Relief and Change of Business Practices. To the extent applicable, Defendants shall make a good faith effort to comply with the ARL. Nothing in this Paragraph shall constitute an admission or concession that any of Defendants' offer materials, processes, business practices, disclosures or procedures heretofore have not been in compliance with the ARL.

V. ATTORNEYS' FEES AND LITIGATION EXPENSES

Class Counsel will file a motion for an award of attorneys' fees of up to 38% of the Settlement Amount, plus actual litigation expenses not to exceed \$40,000 incurred in connection with the Action. Defendants will take no position regarding these requests, provided the requests made to the Court are consistent with this Agreement. As soon as practicable following the Effective Date, the Settlement Administrator will pay such amounts as are awarded by the Court. For the avoidance of doubt, all attorneys' fees and litigation expenses shall be paid solely from the Settlement Amount.

VI. SERVICE PAYMENTS

Class Counsel will file a motion requesting service payments to the Class Representatives and to other Class Members who assisted Class Counsel, not to exceed \$40,000 in the aggregate. Defendants will take no position regarding these requests, provided that they are consistent with this Agreement. As soon as practicable following the Effective Date, the Settlement Administrator will pay such service payments as are awarded by the Court. For the avoidance of doubt, all service payments shall be paid solely from the Settlement Amount.

VII. SETTLEMENT ADMINISTRATION

A. Class List. Within fourteen (14) days after the Preliminary Approval Date, Defendants will provide to the Settlement Administrator and to Class Counsel (via a secure data transfer application) an Excel spreadsheet that includes, for each Class Member, the individual's name, mailing addresses, telephone numbers, and email addresses, to the extent such information is

available in Defendants' business records (the "Class List"). The Class List shall be designated as confidential and shall be used solely for settlement administration and for no other purpose.

B. No later than thirty-five (35) days after the Preliminary Approval Date, or by such other date as the Court may establish, the Settlement Administrator will email the Court-approved Summary Class Notice to the last-known email address of each Class Member, as reflected in the Class List. The date on which the email notice is disseminated to Class Members is referred to as the "Notice Date." For individuals with respect to whom the Class List does not contain an email address (if any) and for Class Members for whom emailed notice is "bounced back" so as to indicate that the email address is not valid, the Settlement Administrator will send a copy of the Summary Class Notice to the individual's last-known mailing address, to the extent that information is available in the Class List, via first class U.S. mail, postage pre-paid. Prior to such mailing, the Settlement Administrator will run the Class Members' last-known addresses through the U.S. Postal Service's National Change of Address ("NCOA") database and update the Class List as appropriate.

C. No later than the Notice Date, the Settlement Administrator will establish a "Settlement Website" on which it will make available the First Amended Complaint, the Settlement Agreement, the order granting preliminary approval of the Settlement, the Summary Class Notice, the Long Form Class Notice, and any other materials agreed to by the Parties.

D. The date that is sixty (60) days after the Notice Date shall be referred to as the "Claim/Exclusion/Objection Deadline." During that 60-day period, the Settlement Administrator will send at least two (2) reminder emails to those Class Members who have not yet filed a claim and for whom an email address is available and did not produce a "bounce back."

E. Any Class Member who wishes to be excluded from the Settlement must complete and return a request for exclusion via U.S. mail, email, or personal delivery, and that request for exclusion must be validated by the Settlement Administrator as provided in this Section VIII. The

request for exclusion must be in writing, must list the Class Member's name, mailing address, email address, and telephone number, along with the statement "I wish to be excluded from the *Nelson, et al. v. System1, Inc., et al.* Settlement" or words to that effect. Any request for exclusion must be personally signed by each person requesting exclusion. So-called "mass" or "class" opt-outs shall not be allowed. To be timely, the request for exclusion must be returned to the Settlement Administrator no later than the Claim/Exclusion/Objection Deadline. If the request for exclusion is returned by U.S. mail, the date of return will be the date of the postmark. If the request for exclusion is returned by personal delivery or email, the date of return will be the date the request for exclusion is actually received by the Settlement Administrator. Those Class Members who submit timely requests for exclusion will be referred to as "Excluded Class Members." Excluded Class Members will not receive any consideration under the Settlement and will not be bound by any provision of the Settlement. Requests for exclusion shall be sent by regular mail, electronic mail, or hand-delivery to the Settlement Administrator, as follows: Nelson v. System1 Settlement Administrator, c/o CPT Group, Inc., 50 Corporate Park, Irvine, California 92606; or to an email address to be established by the Settlement Administrator.

F. In order to receive a share of the Settlement Amount, Class Members must file a timely claim, either electronically via the Settlement Website or submit a paper Claim Form, and that claim must be validated by the Settlement Administrator. Defendants will provide the Settlement Administrator with documents or data in their possession, custody, or control that are reasonably necessary to validate claims. All such documents and data shall be confidential and used only for implementation of the Settlement.

1. Completed claims that are timely submitted electronically through the Settlement Website by individuals to whom the emailed or mailed Summary Class Notice was sent will be deemed valid.

2. Completed claims that are submitted in the form of a paper Claim Form will be deemed valid if the claimant's name and the claimant's mailing address and/or email address match information in the Class List. The submitted paper Claim Form must be completed and signed by the claimant.

G. To be timely, the claim must be returned to the Settlement Administrator no later than the Claim/Exclusion/Objection Deadline. If the claim is returned via the settlement website, the date of return will be the date of submission through the settlement website. If the claim is returned by U.S. mail, the date of return will be the date of postmark. If the claim is returned by personal delivery or email, the date of return will be the date the claim is actually received by the Settlement Administrator. The parties may jointly direct the Settlement Administrator to treat as timely a claim received by the Settlement Administrator after the Claim/Objection/Exclusion Deadline and before the Final Approval Hearing.

H. If the Settlement Administrator disallows a claim based on a deficiency that can be cured (such as the failure to sign the Claim Form), the Settlement Administrator may either waive the deficiency or notify the claimant by postcard of the reason for the disallowance and invite the claimant to cure the deficiency. The Settlement Administrator will consider any additional information or corrective action by the claimant so long as the additional information or corrective action is submitted within twenty-one (21) days after the mailing of the notice of deficiency.

I. In the event multiple or conflicting claims are submitted with respect to the same name or transaction, then subject to any order the Court may make, the Settlement Administrator shall have authority to resolve the issue as between the claimants.

J. Unless otherwise ordered by the Court, the Settlement Administrator's decision regarding the validity of any claim will be final and not subject to review or appeal.

K. Any Class Member who wishes to object to the Settlement may do so in writing. To object to the Settlement in writing, a Class Member must file a written objection with the Court and serve copies of the objection on Class Counsel, Defendants' counsel, and the Settlement Administrator no later than the Claim/Exclusion/Objection Deadline. The written objection must set forth the name of the lawsuit (*Nelson, et al. v. System1, Inc., et al.*, Case No. 37-2023-00045878-CU-BT-CTL), the Class Member's name, address, email address, and telephone number, and the following statement: "I declare under penalty of perjury that, to the best of my knowledge, between October 20, 2019 and June 30, 2024, I was charged by Defendants for an automatic renewal or continuous service subscription and I wish to object to the Settlement." The written objection must also state the factual and legal basis for the objection; the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection; and a statement indicating whether the objector intends to appear at the Final Approval Hearing. Any documents that the objecting Class Member wishes for the Court to consider must also be attached to the filed objection. Any written objection must be filed with the Court and served by mail as follows: (1) Nelson v. System1 Settlement Administrator, c/o CPT Group, Inc., 50 Corporate Park, Irvine, California 92606; (2) to Defendants' counsel, Patrick C. Justman, Latham & Watkins, LLP, 12670 High Bluff Drive, San Diego, CA 92130; and (3) to Class Counsel, Zach P. Dostart, Dostart Hannink LLP, 4225 Executive Square, Suite 600, La Jolla, California 92037. The Settlement Administrator will promptly compare the information submitted by the objector against the Class List and advise Class Counsel and Defendants' counsel whether it appears that the objector is in fact a Class Member. Class Counsel and Defendants' counsel will respond to any written objections, as appropriate, either in briefs filed in advance of the Final Approval Hearing or at the Final Approval Hearing.

L. Class Members who submit a valid claim and do not submit a timely and valid request for exclusion are referred to as the “Participating Class Members.” Only Participating Class Members will receive settlement payments under the Settlement, in accordance with Section VIII, below.

M. No later than ten (10) court days following the Claim/Exclusion/Objection Deadline, the Settlement Administrator will make available to Class Counsel and Defendants’ counsel a report identifying the name of each Excluded Class Member and each Class Member who has objected to the Settlement.

N. In connection with the motion for final approval, Class Counsel will identify one or more proposed *cy pres* recipients for the Court’s consideration. Defendants will not unreasonably withhold consent to such proposed *cy pres* recipient(s).

VIII. SETTLEMENT PAYMENTS

A. Unless the Court orders otherwise, each Participating Class Member will receive an equal, pro-rata portion of the Net Settlement Amount. The “Net Settlement Amount” is the Settlement Amount (plus any accrued interest thereon) reduced by any sums awarded by the Court for attorneys’ fees, litigation expenses, service payments, and all expenses of settlement administration (including expenses previously incurred and the Settlement Administrator’s good faith estimate of future expenses to be incurred). The pro-rata share of each Participating Class Member shall be computed by dividing the Net Settlement Amount by the number of Participating Class Members.

B. As soon as practicable after the Effective Date, the Settlement Administrator will transmit to each Participating Class Member that person’s settlement payment, which may be in the form of a check or an electronic payment such as Venmo, direct deposit/ACH, or PayPal. The settlement payment will be accompanied by a statement that the Participating Class Member should

consult his or her tax advisor regarding the tax consequences of the settlement payment. In the event any check is returned to the Settlement Administrator as undeliverable, or in the event any electronic payment is unable to be processed, the Settlement Administrator will attempt to contact the Participating Class Member by telephone or email or perform a “skip trace” to attempt to locate a current address or other relevant information necessary to re-issue payment. Any payment instrument not negotiated within sixty (60) days of its mailing or other transmission by the Settlement Administrator will be void. Any portion of the Settlement Amount that remains unpaid at the end of ninety (90) days following the initial distribution date will be paid out in a second distribution, unless the Settlement Administrator concludes that a second distribution would not be economical. In any such second distribution, each Class Member who cashed or received their payment in the initial distribution will be entitled to receive an equal, pro-rata portion of the remaining and unpaid Net Settlement Amount, which payment will be transmitted by the same method as the initial payment. Any portion of the Settlement Amount that remains unpaid forty-five (45) days after the date of the second distribution (or, if there is no second distribution, 120 days after the initial distribution date) will be paid to one or more *cy pres* recipient(s) previously approved by the Court.

C. Within one week following the final payment of the Settlement Amount (whether through a second distribution or payment to *cy pres* recipients), the Settlement Administrator shall cease operation of the Settlement Website, remove all content from the Settlement Website and not use it thereafter, and ultimately allow the related domain name to expire.

IX. RELEASE OF CLAIMS

A. Following the Effective Date and provided that Defendants have paid the full Settlement Amount, Plaintiffs and all Class Members who have not timely requested exclusion from the Settlement, as well as their respective spouses, heirs, assigns, executors, administrators,

successors, and agents acting on their behalf (collectively, the “Releasing Parties”), shall be deemed to release, resolve, relinquish, and discharge each and all of the Released Parties from each of the Released Claims (as defined below). For purposes of this paragraph, “Released Parties” means System1, Inc., Total Security Limited, and Protected.net LLC, and any of their past or present parents, subsidiaries, affiliated companies, and corporations, and any of their past or present officers, directors, managers, employees, general partners, limited partners, principals, insurers, reinsurers, shareholders, members, attorneys, advisors, representatives, agents, consultants, contractors, licensors, licensees, successors, or assigns. For purposes of this paragraph, “Released Claims” means any and all causes of action or claims for relief, whether in law or equity, including, but not limited to, injunctive relief, actual damages, nominal damages, statutory damages, punitive damages, restitution, disgorgement, attorneys’ fees and costs, and/or any other form of monetary consideration whatsoever, for any and all potential claims by the Class Members that have been pled in the Action, or that could have been pled in the Action based on the facts alleged, whether known or unknown, that relate to or arise out of an automatic renewal or continuous service subscription for Protected Software entered into between October 20, 2019 and June 30, 2024.

B. In connection with the foregoing release, Plaintiffs waive any rights under California Civil Code Section 1542 to the extent that section may be applicable and which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

X. MISCELLANEOUS

A. The Settlement represents a compromise of disputed claims. Nothing contained in this Agreement shall be construed or deemed an admission by any Party as to the validity of any claim or defense asserted in the Action.

B. This Agreement may be modified only by a writing signed by the Parties or their respective successors in interest.

C. This Agreement, including its exhibits, constitutes the entire agreement between the Parties concerning the subject matter hereof. This Agreement and exhibits will be construed as a whole, and with reference to one another, according to their fair meaning and intent. The Parties agree that the rule of construction that ambiguities in agreements must be construed against the drafting party will not apply in interpreting this Agreement or its exhibits.

D. The Parties hereby agree to do such things and to execute such other and further documents, writings and/or instruments as may be necessary or convenient to the performance of this Agreement and/or to assure that its intent, purposes, and/or objects shall be fully and completely carried out. It is the intention of the Parties to comply in all respects with the requirements of California law and with any local rule of the Court with respect to this Settlement Agreement, the procedure for obtaining court approval, and the procedure for implementing the Settlement. If the Court or any appellate court denies or conditions the grant of preliminary or final approval on a rejection or modification of any provision of this Agreement other than the dollar amount of aggregate monetary consideration to be paid by Defendants as set forth in Section IV, the Parties agree to negotiate in good faith to modify this Agreement to the extent necessary to conform to the Court's order or condition, in which case the remainder of the Agreement shall remain in full force and effect.

E. The invalidity or unenforceability of any of the provisions contained in this Agreement shall not render invalid or unenforceable any of the other provisions of this Agreement. If any provision of this Agreement or the application thereof to any person, organization or circumstances shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement or the application thereof to any

person, organization or circumstance shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

F. Each Party hereto hereby covenants and agrees not to bring any claim, action, suit, or proceeding against any other Party hereto, directly or indirectly relating in any way to the matters settled and released hereby, and each Party further covenants and agrees that this Agreement is a bar to any such claim, action, suit or proceeding.

G. Each of the Parties has investigated the facts pertaining to this Agreement as each deems necessary. The Parties understand that the facts with respect to which this Agreement is entered into may hereafter turn out to be other than or different from the facts now known or believed by them to be true, and each accepts and assumes the risk of the facts turning out to be different and agree that this Agreement shall be and remain in all respects effective and not subject to termination or rescission by virtue of any such difference in facts.

H. The Parties have been represented by private counsel of their own choice, and the Settlement and releases referred to herein are an arm's-length transaction.

I. Each individual signing this Agreement warrants that he or she has the authority to sign the Agreement on behalf of the Party for which he or she signs. Defendants warrant that they have obtained all necessary authorizations under organizational documents and under law to make this Agreement binding on Defendants.

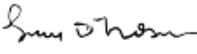
J. This Agreement shall be governed and interpreted and enforced in accordance with the laws of the State of California, without regard to its law concerning conflict of laws.

K. This Agreement may be executed in counterparts. Any signature made and transmitted electronically shall be deemed an original signature for purposes of this Agreement, and shall be binding upon the Party transmitting such electronic signature.

L. Except as otherwise specifically provided for herein, each Party will bear its own attorneys' fees, costs and expenses in relation to the Action and this Agreement.

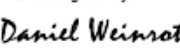
M. The Superior Court of the State of California, County of San Diego, will retain continuing jurisdiction to interpret and enforce this Agreement pursuant to Code of Civil Procedure § 664.6.

IN WITNESS WHEREOF, the Parties accept and agree to this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.

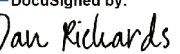
Dated: 9/13/2024 
LARRY NELSON

Dated: 9/14/2024 
JOHN DAUB


Dated: September 12, 2024 SYSTEM1, INC.

DocuSigned by:

E9E237FAE01104A9
Name: Daniel Weinrot
Title: General Counsel

Dated: September 17, 2024 TOTAL SECURITY LIMITED

DocuSigned by:

3DD850423034465...
Name: Dan Richards
Title: Director

Dated: September 17, 2024 PROTECTED.NET LLC

DocuSigned by:

3DD850423034465...
Name: Dan Richards
Title: Director

APPROVED AS TO FORM:

Dated: September 12, 2024


DOSTART HANNINK LLP



ZACH P. DOSTART
Attorneys for Plaintiffs

Dated: 9/12/24

LATHAM & WATKINS LLP



PATRICK C. JUSTMAN
Attorneys for Defendants
System1, Inc., Total Security Limited, and
Protected.net LLC

Exhibit A

IF YOU WERE ENROLLED IN A SUBSCRIPTION FOR TOTAL ADBLOCK, TOTALAV, TOTAL PASSWORD, PC PROTECT, SCANGUARD, TOTAL VPN, OR TOTAL WEBSHIELD BETWEEN OCTOBER 20, 2019 AND JUNE 30, 2024, YOU MAY BE ENTITLED TO COMPENSATION

Summary Notice of Class Action Settlement

Nelson, et al. v. System1, Inc., et al.

San Diego County Superior Court, Case No. 37-2023-00045878-CU-BT-CTL

What is the Lawsuit about? The Lawsuit alleges—but has not proved—that System1, Inc., Total Security Limited, and Protected.net LLC (“Defendants”) enrolled certain California consumers in automatically renewing or continuous service subscriptions for software products and posted charges to the consumer’s credit card, debit card, or third-party payment account, without first presenting the consumer with all of the automatic renewal offer terms in a clear and conspicuous manner as required by law. The software products at issue are Total Adblock, TotalAV, Total Password, PC Protect, ScanGuard, Total VPN, and Total WebShield. Defendants deny the claims in the Lawsuit and the Court has not decided which party is right. The parties have agreed to a Settlement to provide certain 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 Defendants, the individual identified on this Summary Class Notice was enrolled in and charged for an automatically renewing or continuous service subscription between October 20, 2019 and June 30, 2024, was not fully refunded, and therefore has the right to participate in the Settlement.

What relief does the Settlement provide? Defendants have agreed to pay the principal Settlement Amount of Two Million Five Hundred Thousand Dollars (\$2,500,000.00). If the Court grants final approval of the Settlement, each Participating Class Member will receive an equal, 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 payments, and expenses of settlement administration.

What are my options? If you want to participate in the Settlement, you must submit a timely claim to the Settlement Administrator on or before <<Date>>, which must be validated by the Settlement Administrator. You may submit a claim through the settlement website, [REDACTED], which can also be accessed through the following link: [REDACTED].

If you do not want to be legally bound by the Settlement, you must exclude yourself by <<Date>>. 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 Defendants 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 <<Date>>. 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 <<Date>> to consider whether to approve the Settlement and a request by the lawyers representing all Class Members for attorneys’ fees and costs, and for service awards to the class representatives. You may 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, including how to submit a claim, go to [REDACTED]. You may also email the Settlement Administrator at [REDACTED] or call 1-800-xxx-xxxx.

Exhibit B

Nelson v. System1, Inc.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

PRESORTED
First Class
U.S. Postage
PAID

CPT ID: <ID>
<Name>
<Address1> <Address2>
<City>, <State>, <Zip>

IF YOU WERE ENROLLED IN A SUBSCRIPTION FOR TOTAL ADBLOCK, TOTALAV, TOTAL PASSWORD, PC PROTECT, SCANGUARD, TOTAL VPN, OR TOTAL WEBSHIELD BETWEEN OCTOBER 20, 2019 AND JUNE 30, 2024, YOU MAY BE ENTITLED TO COMPENSATION

Summary Notice of Class Action Settlement
Nelson, et al. v. System1, Inc., et al.
San Diego County Superior Court, Case No. 37-2023-00045878-CU-BT-CTL

What is the Lawsuit about? The Lawsuit alleges—but has not proved—that System1, Inc., Total Security Limited, and Protected.net LLC (“Defendants”) enrolled certain California consumers in automatically renewing or continuous service subscriptions for software products and charged consumer’s credit card, debit card, or third-party payment account, without first presenting the consumer with all of the automatic renewal offer terms in a clear and conspicuous manner as required by law. The software products at issue are Total Adblock, TotalAV, Total Password, PC Protect, ScanGuard, Total VPN, and Total WebShield. Defendants deny the claims in the Lawsuit and the Court has not decided which party is right. The parties have agreed to a Settlement to provide certain 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 Defendants, the individual identified on this Summary Class Notice was enrolled in and charged for an automatically renewing or continuous service subscription between October 20, 2019 and June 30, 2024, and therefore has the right to participate in the Settlement.

What relief does the Settlement provide? Defendants have agreed to pay the principal Settlement Amount of Two Million Five Hundred Thousand Dollars (\$2,500,000.00). If the Court grants final approval of the Settlement, each Participating Class Member will receive an equal, 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 payments, and expenses of settlement administration.

What are my options? If you want to participate in the Settlement, you must submit a claim to the Settlement Administrator on or before <<Date>>, which must be validated by the Settlement Administrator. You may submit a claim through the settlement website, [REDACTED].

If you do not want to be legally bound by the Settlement, you must exclude yourself by <<Date>>. 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 Defendants 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 <<Date>>. 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 <<Date>> to consider whether to approve the Settlement and a request by the lawyers representing all Class Members for attorneys’ fees and costs, and for service awards to the class representatives. You may 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, including how to submit a claim, go to [REDACTED]. You may also email the Settlement Administrator at [REDACTED] or call 1-800-xxx-xxxx.

Exhibit C

**IF YOU WERE ENROLLED IN A SUBSCRIPTION FOR TOTAL ADBLOCK,
TOTALAV, TOTAL PASSWORD, PC PROTECT, SCANGUARD, TOTAL VPN, OR
TOTAL WEBSHIELD BETWEEN OCTOBER 20, 2019 AND JUNE 30, 2024,
YOU MAY BE ENTITLED TO COMPENSATION**

NOTICE OF CLASS ACTION SETTLEMENT

Nelson, et al. v. System1, Inc., et al.
San Diego County Superior Court
Case No. 37-2023-00045878-CU-BT-CTL

**PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE CONTAINS
IMPORTANT INFORMATION ABOUT A PROPOSED CLASS ACTION
SETTLEMENT. YOUR RIGHTS MAY BE AFFECTED BY THIS SETTLEMENT.**

The purpose of this Notice is to inform Class Members about a proposed settlement (“Settlement”) of a class action lawsuit that is pending in the San Diego County Superior Court (the “Court”). The lawsuit is called *Nelson, et al. v. System1, Inc., et al.*, Case No. 37-2023-00045878-CU-BT-CTL (the “Lawsuit”). While Defendants deny any wrongdoing and the Court has not decided which party is right, the parties have agreed to a Settlement that provides certain benefits to eligible Class Members and resolves the case without any admission of liability or wrongdoing.

This Notice will explain: (1) what the Lawsuit is about; (2) the main terms of the Settlement; and (3) Class Members’ rights and options under the Settlement. A full version of the Settlement Agreement is available on the settlement website: [\[REDACTED\]](#).

To receive money under the Settlement, Class Members must submit a timely and valid Claim. The deadline to submit a Claim is <<Date>>. If you do not submit a Claim by this deadline, you will not receive money under the Settlement and you will be subject to the Release in Section IV, unless you exclude yourself pursuant to Section II.4.

I. What the Litigation Is About

The Lawsuit alleges—but has not proved—that defendants System1, Inc., Total Security Limited, and Protected.net LLC (collectively referred to as “Defendants”) enrolled certain California consumers in automatic renewal subscriptions for software products without first presenting the consumer with all of the automatic renewal offer terms in a clear and conspicuous manner as required by law. The Lawsuit alleges that Defendants have violated the California Automatic Renewal Law, Bus. & Prof. Code § 17600 et seq., and the Unfair Competition Law, Bus. & Prof. Code § 17200 et seq. The Lawsuit is brought on behalf of a Class defined as follows:

All California residents who, between October 20, 2019 and June 30, 2024, were enrolled in and charged for an automatic renewal or continuous service subscription for Protected Software offered by any of the Defendants, limited to individuals who did not receive a full refund of any amounts paid towards such automatic renewal or continuous service subscription. Excluded from the Class are all employees of Defendants, all employees of Plaintiffs’ counsel, and the judicial officers to whom this case is assigned.

The term “Protected Software” means one or more of the following software products: PC Protect, ScanGuard, Total Adblock, TotalAV, Total Password, Total VPN, and Total WebShield. Each individual within the foregoing Class definition is referred to as a “Class Member.”

Defendants deny the allegations of the Lawsuit, and the Court has not decided which party is right. The parties have agreed to a Settlement to provide certain benefits to eligible Class Members and to resolve the case without any admission of liability or wrongdoing.

The parties have exchanged detailed information about the claims, defenses, and alleged damages in the Lawsuit. After lengthy settlement negotiations overseen by an independent mediator, the parties have reached a proposed Settlement that, if approved by the Court, will resolve the claims asserted against Defendants. Plaintiffs Larry Nelson (“Nelson”) and John Daub (“Daub”) (collectively, “Plaintiffs”) and their counsel believe the Settlement is fair, reasonable, and in the best interests of the Class Members. In entering into the Settlement, Defendants continue to deny any and all allegations of liability, fault, or wrongdoing asserted in the Lawsuit.

On [REDACTED], 2024, the Court preliminarily approved the Settlement; certified the Class for settlement purposes only; appointed the law firm of Dostart Hannink LLP as Class Counsel for settlement purposes only; appointed Nelson and Daub as the Class Representatives for settlement purposes only; designated CPT Group, Inc. as the Settlement Administrator; and authorized the parties to provide this Notice to the Class.

II. The Main Terms of the Settlement

Subject to Court approval, the main terms of the Settlement are as follows:

1. Settlement Amount. In full and complete settlement of the claims of the Class Members who do not exclude themselves, Defendants will pay the principal amount of Two Million Five Hundred Thousand Dollars (\$2,500,000.00). The Settlement Amount, plus any interest thereon, will be used to pay Class Counsel’s attorneys’ fees and litigation expenses (as approved by the Court), any service payments that the Court may award to the Class Representatives and other Class Members who assisted Class Counsel, the expenses of settlement administration (including class notice), and the settlement payments to the Class Members who submit timely and valid Claims. If any funds are remaining by reason of uncashed settlement checks or otherwise, the remaining amount will be paid to one or more *cy pres* recipients approved by the Court, or as otherwise directed by the Court. In addition to the monetary consideration, the Settlement also includes injunctive relief.

2. Notice to Class Members. No later than thirty-five (35) days after entry of an order granting preliminary approval, the Settlement Administrator will email the Court-approved Summary Class Notice to the last-known email address of each Class Member, as reflected in the business records of Defendants. If the business records of Defendants do not contain an email address for a potential Class Member, the Settlement Administrator will mail the Court-approved Summary Class Notice to the last-known mailing address of that Class Member to the extent reflected in the business records of Defendant or an updated address provided by the U.S. Postal Service. Before mailing, the Settlement Administrator will run the mailing addresses through the U.S. Postal Service’s National Change of Address database, and will update the addresses accordingly. The date on which the Summary Class Notice is emailed and mailed as set forth above is referred to as the “Notice Date.”

3. Submission of Claims; Eligibility for Payment. In order to qualify to receive a payment under the Settlement, Class Members must submit a claim that is both (i) timely and

(ii) validated by the Settlement Administrator. To be timely, the claim must be submitted to the Settlement Administrator on or before <<Date>> (the “Claim/Exclusion/Objection Deadline”). See Section III.1., on the next page, regarding how to file a claim. Class Members who submit a timely and valid claim on or before the Claim/Exclusion/Objection deadline will be referred to as “Participating Class Members” and, if the Settlement is granted final approval by the Court, will be entitled to receive a settlement payment in accordance with the terms of the Settlement.

4. Right to Request Exclusion or Object. Any Class Member who does not want to be legally bound by the Settlement can exclude himself or herself on or before the Claim/Exclusion/Objection Deadline, as described on the next page in Section III.3. Any Class Member who wishes to object to the Settlement may do so in writing. Any written objection must be filed with the Court and served on Counsel for the settling parties and on the Settlement Administrator no later than the Claim/Exclusion/Objection Deadline, as described below in Section III.4. Any Class Member who does not request to be excluded from the Class may, if so desired, enter an appearance through counsel.

5. Settlement Payments to Participating Class Members. If the Settlement is granted final approval, after deduction of any Court-approved attorneys’ fees, litigation expenses, and service payments that the Court may award to the Class Representatives and other Class Members who assisted Class Counsel, as well as expenses of settlement administration, the remaining amount (“Net Settlement Amount”) will be divided equally between the Participating Class Members. As soon as practicable after the Effective Date of the Settlement, the Settlement Administrator will transmit to each Participating Class Member a payment representing that person’s settlement payment. Participating Class Members may elect to receive their settlement payment in the form of a check or an electronic payment such as Venmo, direct deposit/ACH, or PayPal.

6. Service Payments. Class Counsel will file a motion requesting service payments to the Class Representatives and to other Class Members who assisted Class Counsel, not to exceed \$40,000 in the aggregate. Defendants have agreed to take no position regarding this request, provided the request made to the Court is consistent with the Settlement Agreement. As soon as practicable following the Effective Date, the Settlement Administrator will pay from the Settlement Amount any service payments awarded by the Court.

7. Attorneys’ Fees and Litigation Expenses. Class Counsel will file a motion requesting an award of attorneys’ fees of up to 38% of the Settlement Amount, plus actual litigation expenses not exceeding \$40,000. Defendants have agreed to take no position regarding these requests, provided the requests made to the Court are consistent with the Settlement Agreement. As soon as practicable following the Effective Date, the Settlement Administrator will pay to Class Counsel from the Settlement Amount the attorneys’ fees and litigation expenses awarded by the Court. These amounts are all subject to Court approval.

8. Release. Class Members who do not exclude themselves from the Settlement will be deemed to release all of the claims described in Section IV below.

III. Class Members’ Rights and Options Under the Settlement

Class Members have four options under the Settlement. If you are a Class Member, you may: (1) file a claim, which if submitted timely and validated by the Settlement Administrator, will qualify you as a Participating Class Member qualified to receive a monetary payment following final court approval; (2) do nothing, in which case you will not be a Participating Class Member and you will not qualify to receive a monetary payment, but you will be bound by the

release in the Settlement Agreement; (3) exclude yourself from the Settlement; or (4) object to the Settlement. The following paragraphs explain these options in more detail.

1. File a Claim. To potentially qualify for a monetary payment from the Settlement, Class Members must file a claim.

(a) Class Members whose name and email address and/or mailing address is reflected in the Defendants' business records are being sent a Court-approved Summary Class Notice via email or mail, which includes a hyperlink to the settlement website or other information which enables those potential Class Members to submit a claim electronically via the settlement website. The deadline for submitting a Claim is <<Date>>. If you miss this deadline, you will not receive any money under the Settlement, but you will be bound by the other terms of the Settlement if you do not request exclusion from the Settlement.

(b) Class Members who prefer to submit a Claim Form in writing may print a Claim Form from the settlement website or request a Claim Form from the Settlement Administrator. A printed Claim Form must be completed, dated by the claimant, signed by the claimant, and returned to the Settlement Administrator via U.S. mail, personal delivery, or email. Upon receipt of a Claim Form, the Settlement Administrator will verify whether the claimant is a member of the Class by comparing the information provided on the Claim Form against the records of Defendants. The deadline for submitting a Claim is <<Date>>. If you miss this deadline, you will not receive any money under the Settlement, but you will be bound by the other terms of the Settlement if you do not request exclusion from the Settlement. If you submit a claim that is timely and that is validated by the Settlement Administrator, you will be a Participating Class Member and, if the Settlement is given final court approval, you will be entitled to receive a settlement payment in accordance with the terms of the Settlement.

2. Do Nothing. If you do nothing, you will not be a Participating Class Member and you will not qualify to receive a monetary payment, but you will be bound by the release in the Settlement Agreement.

3. To Be Excluded From the Settlement. Any Class Member who wishes to be excluded from the Settlement must complete and return a request for exclusion via U.S. mail, email, or personal delivery, and that request for exclusion must be validated by the Settlement Administrator. The request for exclusion must be in writing, and must list the Class Member's name, address, and telephone number, along with the statement: "I wish to be excluded from the *Nelson v. System1, Inc.* Settlement" or words to that effect. Any request for exclusion must be personally signed by each person requesting exclusion. So-called "mass" or "class" opt-outs shall not be allowed. To be timely, the request for exclusion must be returned to the Settlement Administrator no later than <<Date>>. If the request for exclusion is returned by U.S. mail, the date of return will be the date of the postmark. If the request for exclusion is returned by personal delivery or email, the date of return will be the date the request for exclusion is received by the Settlement Administrator. Those Class Members who submit timely and valid requests for exclusion in the form described above will be referred to as "Excluded Class Members." Excluded Class Members will not receive any consideration under the Settlement and will not be bound by any provision of the Settlement. Requests for exclusion can be mailed or delivered to the Settlement Administrator, as follows: Nelson v. System1, Inc. Settlement Administrator, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606; email: [REDACTED]. A judgment in the action will bind all Class Members who do not timely request exclusion. Any Class Member may enter an appearance through counsel. **You may not submit both a Claim Form and a letter requesting to be excluded from this Settlement.**

4. To Object to the Settlement. Any Class Member who wishes to object to the Settlement may do so in writing. Any written objection must be filed with the Court and served on Class Counsel, Defendants' counsel, and the Settlement Administrator, no later than <<Date>>. A written objection must set forth the name of the Lawsuit (*Nelson, et al. v. System1, Inc., et al.*, Case No. 37-2023-00045878-CU-BT-CTL), the objector's full name, address, and current telephone number, and the following statement: "I declare under penalty of perjury that, to the best of my knowledge, between October 20, 2019 and June 30, 2024, I was charged by Defendants for an automatic renewal or continuous service subscription, and I wish to object to the Settlement." Any written objection must also state the factual and legal basis for the objection; the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation of submission of the objection or who may profit from the pursuit of the objection; and a statement indicating whether the objector intends to appear at the Final Approval Hearing. Any documents that the objecting Class Member wishes for the Court to consider must also be attached to the objection. Class Counsel and Defendants will respond to any objections, as appropriate, either in briefs filed in advance of the Final Approval Hearing or at the Final Approval Hearing. Any written objection must be filed with the Court and served by mail as follows: (1) to the Settlement Administrator, at Nelson v. System1, Inc. Settlement Administrator, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606; (2) to Defendants' counsel, Patrick C. Justman, Latham & Watkins, LLP, 12670 High Bluff Drive, San Diego, CA 92130; and (3) to Class Counsel, Zach P. Dostart, Dostart Hannink LLP, 4225 Executive Square, Suite 600, La Jolla, CA 92037. If you intend to object to the Settlement but also wish to receive your share of the Settlement if it is approved by the Court, you must also submit a timely and valid Claim Form as explained above.

IV. Release of Claims by Class Members

If the Settlement is approved by the Court and becomes effective, provided that Defendants have paid the full Settlement Amount, all Class Members who do not exclude themselves from the Settlement shall be deemed to release, resolve, relinquish, and discharge each and all of the Released Parties from each of the Released Claims (as defined below). For purposes of this paragraph, "Released Parties" means System1, Inc., Total Security Limited, and Protected.net LLC, and any of their past or present parents, subsidiaries, affiliated companies, and corporations, and any of their past or present officers, directors, managers, employees, general partners, limited partners, principals, insurers, reinsurers, shareholders, attorneys, advisors, representatives, agents, consultants, contractors, licensors, licensees, successors, or assigns. For purposes of this paragraph, "Released Claims" means any and all causes of action or claims for relief, whether in law or equity, including but not limited to injunctive relief, actual damages, nominal damages, statutory damages, punitive damages, restitution, disgorgement, attorneys' fees and costs, and/or any other form of monetary consideration whatsoever, for any and all potential claims by the Class Members that have been pled in the Action, or that could have been pled in the Action based on the facts alleged, whether known or unknown, that relate to or arise out of an automatic renewal or continuous service subscription for Protected Software entered into between October 20, 2019 and June 30, 2024.

V. Final Approval Hearing

The Court will hold a hearing on [REDACTED] at [REDACTED] .m. to determine whether the Settlement should be finally approved and to rule on Class Counsel's motion for award of attorneys' fees, reimbursement of litigation expenses, and class representative service payments. The Court is located at 330 West Broadway, Department 60, San Diego, CA 92101. Persons interested in attending or participating in the hearing should consult the Court's website,

<https://www.sdcourt.ca.gov/sdcourt/civil2/civilvirtualhearings>, for further information. The hearing may be continued without further notice. **YOU ARE NOT REQUIRED TO ATTEND THE HEARING, BUT YOU MAY IF YOU CHOOSE.**

VI. For More Information

This Notice contains only a summary of the terms of the proposed Settlement. You may view the Settlement Agreement and other important documents on the settlement website. You may also review the pleadings and other papers filed in the Lawsuit at the Court's Business Office, located at 330 West Broadway, San Diego, CA 92101.

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE.

If you have questions about the Settlement, please contact the Settlement Administrator or Class Counsel, as follows:

Settlement Administrator

Nelson v. System1, Inc.
Settlement Administrator
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Tel: [REDACTED]
Email: [REDACTED]

Class Counsel

Dostart Hannink LLP
4225 Executive Square, Ste. 600
La Jolla, CA 92037
Tel: (858) 623-4265
Email: cklobucar@sdlaw.com

Exhibit D

CLAIM FORM

Nelson, et al. v. System1, Inc., et al.
San Diego County Superior Court
Case No. 37-2023-00045878-CU-BT-CTL

Instructions: Class Members may submit a claim either electronically through the settlement website, or in writing. To make a claim under the Settlement in writing, you must fill out this Claim Form completely and return it to the Settlement Administrator.

The deadline for submitting your Claim Form is <<DATE>>. Please send your Claim Form by U.S. mail, personal delivery, or email to the Settlement Administrator:

Nelson v. System1, Inc. Settlement Administrator
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Email: _____@cptgroup.com

If you return the Claim Form via U.S. mail or a delivery service, it is highly recommended that you use a method by which you can prove the Claim Form was delivered to the Settlement Administrator. The parties, counsel for the parties, and the Settlement Administrator are not responsible for lost or undelivered mail.

Upon receipt of your Claim Form, the Settlement Administrator will verify whether you are a member of the Class by comparing your Claim Form against the records of defendants System1, Inc., Total Security Limited, and/or Protected.net LLC.

CURRENT PERSONAL INFORMATION:

Name (first, middle, last): _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email: _____

FORMER PERSONAL INFORMATION:

If in connection with your enrollment in an automatically renewing or continuous service subscription between October 20, 2019 and June 30, 2024, you used any **different** name, address, or email address other than as stated above, please enter such different information below:

Name (first, middle, last): _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email: _____

SETTLEMENT COMPENSATION:

In the event your claim is valid and you qualify to receive a monetary payment, select the method by which you would like to receive the payment. A paper check will be mailed if a method of compensation is not selected.

Please select only one:

Paper Check

Electronic Payment - *Please confirm the email address listed above is the correct address to receive notification of your payment.*

Direct Deposit/ACH

Venmo

Direct credit to my PayPal account

AFFIRMATION

I affirm that, to the best of my knowledge, while I was a California resident, between October 20, 2019 and June 30, 2024, I was enrolled in an automatically renewing or continuous service subscription for Total Adblock, TotalAV, Total Password, PC Protect, ScanGuard, Total VPN, and/or Total WebShield.

Date: _____

Signature: _____