

MAR 01 2021

By: K. Mulligan, Clerk

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **IN AND FOR THE COUNTY OF SAN DIEGO [CENTRAL BRANCH]**

10 PEOPLE OF THE STATE OF CALIFORNIA,

11 Plaintiff,

12 vs.

13 PEOPLECONNECT, INC. dba CLASSMATES, a
14 Delaware Corporation,
15 Defendant.

Case No.: 37-2020-00043918-CU-BT-CTL

FINAL JUDGMENT AND INJUNCTION
PURSUANT TO STIPULATION

16
17 Plaintiff, the People of the State of California (“the People” or “Plaintiff”), appearing through its
18 attorneys, Summer Stephan, San Diego County District Attorney, by Stephen M. Spinella, Deputy
19 District Attorney; Jeffrey F. Rosen, Santa Clara County District Attorney, by Jennifer Deng, Deputy
20 District Attorney; Lane Dilg, Santa Monica City Attorney, by Gary W. Rhoades, Deputy City Attorney;
21 Jeffrey S. Rosell, Santa Cruz County District Attorney, by Douglas B. Allen, Assistant District Attorney;
22 and Jackie Lacey, Los Angeles County District Attorney, by Hoon Chun, Assistant Head Deputy District
23 Attorney; and Plaintiff having filed its Complaint herein; and

24 Defendant PeopleConnect, Inc. dba Classmates (“PeopleConnect” or “Defendant”), appearing
25 through its attorneys Manatt, Phelps and Phillips, LLC, by Christine M. Reilly and Justin Jones
26 Rodriguez, and having accepted service of the Complaint; and Plaintiff and Defendant having negotiated
27 and agreed to a settlement including stipulating to the entry of this Final Judgment and Injunction
28 Pursuant to Stipulation (“Judgment”) prior to the taking of any proof and without trial or adjudication of

1 any issue of fact or law; and the Court having considered the pleadings and good cause appearing
2 therefor,

3 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiff have Judgment against
4 Defendant as follows:

5 JURISDICTION AND VENUE

- 6 1. This civil enforcement action is brought by Plaintiff in the public interest under the laws of
7 the State of California. As Defendant has offered for sale and/or sold services and products
8 over the internet and throughout the State of California, including San Diego County, the San
9 Diego County Superior Court (“Court”) has jurisdiction of the subject matter hereof and over
10 the Parties hereto and is a proper venue for this action.

11 APPLICABILITY

- 12 2. The provisions of this Judgment are applicable to PeopleConnect and its officers, employees,
13 directors, agents, representatives, successors, and assigns acting within the course and scope
14 of their agency or employment and in concert with PeopleConnect. Whenever the term
15 “PeopleConnect” is used herein, it shall be understood and defined as described above.

16 DEFINITIONS

- 17 3. For purposes of this Judgment, the following definitions apply:
- 18 a. “AUTOMATIC RENEWAL” means a plan or arrangement in which a paid subscription or
19 purchasing agreement is automatically renewed at the end of a definite term for a subsequent
20 term.
- 21 b. “AUTOMATIC RENEWAL OFFER TERMS” shall mean the following CLEAR AND
22 CONSPICUOUS disclosures:
- 23 i. A statement that the subscription or purchasing agreement will continue until the
24 consumer cancels;
- 25 ii. A description of the cancellation policy that applies to the offer;
- 26 iii. The recurring charges that will be charged to the consumer as part of the automatic
27 renewal plan; and that the amount of the charge may change (if applicable), and
28 the amount to which the charge will change (if known);

1 iv. The length of the automatic renewal term or that the service is continuous, unless
2 the length of the term is chosen by the consumer; and

3 v. The minimum purchase obligation, if any.

4 c. "CALIFORNIA CONSUMER" shall mean a customer of PeopleConnect who purchased a
5 membership on Classmates.com with a billing zip code in the State of California.

6 d. "CLEAR AND CONSPICUOUS" means in larger type than the surrounding text, or in
7 contrasting type, font, or color to the surrounding text of the same size, or set off from the
8 surrounding text of the same size by symbols or other marks, in a manner that clearly calls
9 attention to the language.

10 e. "CONTINUOUS SERVICE" means a plan or arrangement in which a subscription or
11 purchasing agreement continues until the consumer cancels the service.

12 f. "EFFECTIVE DATE" means the date this judgment is file-endorsed by the Clerk of Court,
13 following approval and signature by a Judge of the Superior Court.

14 INJUNCTION

15 4. Pursuant to Business and Professions Code sections 17203 and 17535, PeopleConnect and its
16 officers, employees, directors, agents, representatives, successors, and assigns, acting within the
17 course and scope of their agency or employment, are enjoined and restrained from engaging in
18 any of the following acts or practices within the State of California:

19 General

20 a. Making any material false or misleading representations on its websites, advertising, emails,
21 or any other form of marketing controlled by Defendant to a CALIFORNIA CONSUMER,
22 related to an AUTOMATIC RENEWAL or CONTINUOUS SERVICE offer.

23 Automatic Renewal: Disclosure

24 b. Making an AUTOMATIC RENEWAL or CONTINUOUS SERVICE offer to a
25 CALIFORNIA CONSUMER without presenting the AUTOMATIC RENEWAL OFFER
26 TERMS before the CALIFORNIA CONSUMER completes their purchase and in visual
27 proximity to the request for consent to the offer.

28 ///

1 Automatic Renewal: Affirmative Consent

2 c. Charging a CALIFORNIA CONSUMER's credit or debit card or account with a third party
3 for an AUTOMATIC RENEWAL or CONTINUOUS SERVICE contract without first
4 obtaining the CALIFORNIA CONSUMER's affirmative consent to the AUTOMATIC
5 RENEWAL OFFER TERMS. For online and written orders this consent shall include the
6 following:

- 7 i. The consent is obtained by an express act by the CALIFORNIA CONSUMER,
8 through a check-box, signature, express consent button, or other substantially similar
9 mechanism that CALIFORNIA CONSUMERS must affirmatively select to give their
10 consent. This mechanism cannot relate to consent for anything other than the
11 AUTOMATIC RENEWAL OFFER TERMS (such as final payment or completion of
12 the transaction).
- 13 ii. Immediately adjacent to the consent mechanism referred to in sub-paragraph (c)(i),
14 the AUTOMATIC RENEWAL OFFER TERMS shall be disclosed. This
15 disclosure shall contain no additional information and shall be CLEAR AND
16 CONSPICUOUS.

17 Automatic Renewal: Acknowledgement

- 18 d. With any AUTOMATIC RENEWAL or CONTINUOUS SERVICE offer to a CALIFORNIA
19 CONSUMER, failing to provide at least one post-payment acknowledgment of the
20 transaction. All such post-payment acknowledgements must:
- 21 i. State the AUTOMATIC RENEWAL OFFER TERMS, cancellation policy, and
22 information regarding how to cancel in a manner that is capable of being retained
23 by the consumer;
- 24 ii. Be sent to the consumer via either email (promptly after the order) or U.S. mail
25 (within 2 days of the order). The subject line for the email must clearly indicate
26 that it is a confirmation of the transaction; and
- 27 iii. If the offer includes a free trial, the acknowledgment must be sent with sufficient
28 time for the consumer to cancel within the trial period and it must CLEARLY

1 AND CONSPICUOUSLY disclose how and when the CALIFORNIA
2 CONSUMER can cancel without obligation to pay.

3 Automatic Renewal: Cancellation

- 4 e. Failing to provide a simple mechanism for a CALIFORNIA CONSUMER to avoid being
5 charged, or charged an increased amount, for the service, and to stop recurring charges. Such
6 mechanism must be cost-effective, timely, and easy-to-use. For CALIFORNIA
7 CONSUMERS who accept an AUTOMATIC RENEWAL or CONTINUOUS SERVICE
8 OFFER online, such CALIFORNIA CONSUMERS shall be allowed to terminate the
9 automatic renewal or continuous service exclusively online, which may include a termination
10 email formatted and provided by the business that CALIFORNIA CONSUMERS can send to
11 the business without additional information. All online cancellations must be effective upon
12 request, subject to validation of the CALIFORNIA CONSUMER making the request.
- 13 f. With regard to any AUTOMATIC RENEWAL contract offered to CALIFORNIA
14 CONSUMERS and having a renewal period of one year or longer, Defendant shall, for a
15 period of five (5) years from the EFFECTIVE DATE, provide electronic or email notice to the
16 CALIFORNIA CONSUMER advising the CALIFORNIA consumer of an upcoming renewal
17 charge. Said notice shall be provided no later than seven (7) days before the renewal in
18 question is to occur.

19 CIVIL PENALTIES AND COSTS

- 20 5. PeopleConnect is hereby ordered, pursuant to California Business & Professions Code sections
21 17203 and 17206, to pay civil penalties and investigative costs in the total amount of \$400,000, as
22 set forth below:
- 23 a. PeopleConnect shall pay investigative costs in the amount of \$50,000, said amount to
24 be made payable as follows:
- 25 i. One check in the amount of \$10,000 shall be made payable to the "Office of
26 the District Attorney, County of Los Angeles – Costs.
- 27 ii. One check in the amount of \$10,000 shall be made payable to the "Office of
28 the District Attorney, County of San Diego – Costs;

- 1 iii. One check in the amount of \$10,000 shall be made payable to the “Office of
2 the District Attorney, County of Santa Clara – Costs;
3 iv. One check in the amount of \$10,000 shall be made payable to the “Office of
4 the District Attorney, County of Santa Cruz – Costs;
5 v. One check in the amount of \$10,000 shall be made payable to the “Office of
6 the City Attorney, City of Santa Monica – Costs;
7 b. Pursuant to Business and Professions Code Section 17206, PeopleConnect shall pay
8 civil penalties in the amount of \$350,000, said amount to be made payable as follows:
9 i. One check in the amount of \$70,000 shall be made payable to the “Office of
10 the District Attorney, County of Los Angeles”;
11 ii. One check in the amount of \$70,000 shall be made payable to the “Office of
12 the District Attorney, County of San Diego”;
13 iii. One check in the amount of \$70,000 shall be made payable to the “Office of
14 the District Attorney, County of Santa Clara”;
15 iv. One check in the amount of \$70,000 shall be made payable to the “Office of
16 the District Attorney, County of Santa Cruz”;
17 v. One check in the amount of \$70,000 shall be made payable to the “Office of
18 the City Attorney, City of Santa Monica.”
19 c. All checks required under this paragraph shall be delivered to Deputy District
20 Attorney Stephen M Spinella, Office of the District Attorney, County of San Diego,
21 330 West Broadway, Suite 750, San Diego, CA 92101, no later than ten (10) business
22 days following the EFFECTIVE DATE. At PeopleConnect’s election, the checks
23 called for in this paragraph may be transmitted via a wire transfer, or other electronic
24 payment method acceptable to the parties, in the amount of \$400,000, after which the
25 agency accepting the incoming wire transfer or other electronic payment shall be
26 obligated to distribute it as called for pursuant to the subparagraphs immediately
27 above. PeopleConnect shall request appropriate details from the People in order to
28 effectuate any wire transfer or other electronic payment not later than two business

1 days from the EFFECTIVE DATE and the People shall supply all appropriate details
2 in order to effectuate any wire transfer or other electronic payment not later than two
3 business days thereafter.

- 4 6. PeopleConnect shall also supply a check in the sum of \$435 payable to the “Clerk of the Superior
5 Court” for court filing fees. This check may not be transmitted via a wire transfer or other
6 electronic means and shall be delivered to the attention of Deputy District Attorney Stephen M
7 Spinella, Office of the District Attorney, County of San Diego, 330 West Broadway, Suite 750,
8 San Diego, CA 92101 concurrent with the delivery of the fully executed Stipulation for Final
9 Judgment herein.

10 RESTITUTION

- 11 7. Pursuant to Business and Professions Code 17203 and 17535, Defendant shall pay restitution as
12 follows.

13 Creation of Restitution Account

- 14 8. No later than ten (10) business days following the EFFECTIVE DATE, PeopleConnect shall
15 deposit \$50,000 into an appropriate trust account for this settlement (the “Classmates Restitution
16 Account”) for the purpose of paying restitution pursuant to the terms of this Judgment. All
17 restitution or refund payments paid in connection with this Judgment shall be paid from the
18 Classmates Restitution Account.
- 19 9. If the initial deposit to the Classmates Restitution Account is insufficient to satisfy the restitution
20 obligations of PeopleConnect, as described below, then PeopleConnect shall deposit so much as is
21 necessary to cover its restitution obligations herein. However, in no event shall PeopleConnect’s
22 deposit(s) into the Classmates Restitution Account exceed the total sum of \$150,000.
- 23 10. If any of the initial deposit of \$50,000 remains after making all restitution payments called for
24 hereinbelow, then such remaining funds shall be converted to cy pres restitution. Such cy pres
25 restitution shall be in the form of a payment to the California District Attorney’s Consumer
26 Protection Trust Fund, previously created by the Stipulated Final Judgment and Permanent
27 Injunction in the case of *People v. ITT Consumer Financial Corporation, et al.* (Alameda
28 Superior Court No. 656038-0 filed on September 21, 1989) for the purpose of enhancing the

1 investigation, prosecution, and enforcement of consumer protection actions brought pursuant to
2 the unfair competition statutes of the State of California (Business and Professions Code §§17200
3 et seq.) by the California Attorney General, district attorneys, and city attorneys authorized to
4 bring such actions pursuant to Business and Professions Code §17206. Any cy pres restitution
5 pursuant to the terms of this paragraph shall be issued in the form of a check made payable to the
6 Consumer Protection Prosecution Trust Fund and delivered to Stephen M. Spinella, Office of the
7 District Attorney for the County of San Diego, 330 West Broadway, Suite 750, San Diego,
8 California 92101.

9 Definition and Identification of Eligible Recipients

- 10 11. Restitution shall be paid to ELIGIBLE RECIPIENTS. An ELIGIBLE RECIPIENT is any
11 CALIFORNIA CONSUMER who purchased a membership on Classmates.com with
12 AUTOMATIC RENEWAL or CONTINUOUS SERVICE between May 4, 2013, and the
13 EFFECTIVE DATE, and who was charged for at least one automatic renewal cycle before the
14 EFFECTIVE DATE without his or her knowledge and consent. Any CALIFORNIA
15 CONSUMER who has already obtained a full refund of all automatic renewal charges shall be
16 ineligible for restitution under this Judgment.
- 17 12. In addition to the requirements in Paragraph 11, an ELIGIBLE RECIPIENT is limited to one or
18 more of the following:
- 19 a. CALIFORNIA CONSUMERS who purchased a membership on Classmates.com on or
20 after May 4, 2013, and cancelled their membership after their AUTOMATIC RENEWAL
21 or CONTINUOUS SERVICE was first automatically renewed, but prior to a second
22 automatic renewal and prior to the EFFECTIVE DATE.
 - 23 b. CALIFORNIA CONSUMERS who purchased a membership on Classmates.com on or
24 after May 4, 2013, and who, prior to the EFFECTIVE DATE, submitted a complaint to:
25 (1) PeopleConnect, whether directly or through a third-party; or (2) the Office of the
26 Attorney General and/or any other state or federal agency responsible for handling
27 consumer complaints, including any district or city attorney office, or the Better Business
28 Bureau, which such complaint stated or intimated in any fashion that the CALIFORNIA

1 CONSUMER'S Classmates.com membership renewed automatically without his or her
2 knowledge or consent. PeopleConnect shall create a list of the names, email addresses and
3 last-known billing zip codes and/or available postal addresses of all ELIGIBLE
4 RECIPIENTS. This group shall be referred to as the "Prospective Class." This list shall
5 be contained in a spreadsheet produced using Microsoft Excel or equivalent searchable
6 software.

7 13. It shall be the responsibility of the People to supply PeopleConnect with a list of all
8 CALIFORNIA CONSUMERS who complained to the Office of the Attorney General and/or any
9 other state or federal agency responsible for handling consumer complaints, including any district
10 or city attorney office, or the Better Business Bureau. That list shall include as much identifying
11 information as is available to the People, such as names, email addresses and last-known billing
12 zip codes and/or available postal addresses, in order to enable PeopleConnect to identify these
13 CALIFORNIA CONSUMERS for inclusion in the Prospective Class. The People shall supply
14 PeopleConnect with this list not later than thirty (30) days after the EFFECTIVE DATE (hereafter
15 the "CLAIM PERIOD").

16 14. PeopleConnect shall appoint at least one management-level employee to oversee the process of
17 identifying the Prospective Class. This employee shall prepare and sign a declaration of
18 compliance under penalty of perjury and based on personal knowledge, which declaration shall
19 remain non-public and confidential except that it may be shared with the People and this Court.
20 The declaration and list of Prospective Class names shall not be filed except in event of a dispute
21 that requires the intervention of the Court, in which case the declaration shall be filed under seal.
22 The declaration of compliance shall describe the steps taken to identify all Prospective Class
23 members, and the electronic or other records that were searched or queried, and the manner in
24 which they were searched. The declaration shall also attest that the Prospective Class list is
25 accurate and complete, to the best of declarant's knowledge and belief.

26 15. No later than forty-five (45) days from the last day of the CLAIM PERIOD, PeopleConnect shall
27 transmit both the declaration of compliance and the list of Prospective Class members to the
28 People for inspection. PeopleConnect shall also provide the People with a list of any

1 CALIFORNIA CONSUMERS it was unable to identify from the information provided by the
2 People pursuant to paragraph 14, above (hereafter, "Unidentified Class members").

3 16. Within thirty (30) days of PeopleConnect's delivery of the declaration of compliance and list of
4 Prospective Class members and Unidentified Class members, the People shall state in writing
5 either that they have no objections or shall submit, in writing, their list of objections, which may
6 include additional information developed by the People in order to attempt the identification of
7 Unidentified Class members. The parties shall then meet and confer and work together in a
8 timely and good faith manner to resolve those concerns, including to identify Unidentified Class
9 members so that they may be included as members of the Prospective Class. As part of that
10 process, the People may obtain copies of the information on which PeopleConnect relied in
11 ascertaining the list of Prospective Class members from PeopleConnect within a reasonable time,
12 not to exceed thirty (30) days from the date of the People's request therefor.

13 17. If the People are satisfied that any insufficiency or deficiency in the list of Prospective Class
14 members can be corrected, PeopleConnect shall have forty-five (45) days from such notice to
15 implement the necessary changes and submit a revised list of Prospective Class members. If the
16 People are not satisfied that any insufficiency or deficiency has been or can be corrected, or in the
17 event of any other unresolved dispute regarding the review of Prospective Class members, then
18 the parties shall meet and confer to attempt to resolve the dispute. If the meet and confer process
19 does not produce agreement, then either party may seek further direction from the Court via ex
20 parte application.

21 Consumer Notice

22 18. Within forty-five (45) days after receiving a statement of no objection to the list of Prospective
23 Class members, PeopleConnect shall send or cause to be sent an email notice to each Prospective
24 Class member in the form and manner to which the parties shall agree. PeopleConnect will take
25 reasonable steps to ensure that the emails are not diverted to the recipients' "junk" or "spam"
26 email folder.

27 19. If within 60 days after two attempts at sending an email notice to a Prospective Class member,
28 PeopleConnect learns that the email(s) were returned as undeliverable, PeopleConnect will

1 promptly cause to be sent a postcard via United States mail to that Prospective Class member, in
2 the form and manner to which the parties shall agree, provided that a mailing address to that
3 Prospective Class member is available. The postcard shall be sent to the Prospective Class
4 member's last-known billing address and shall state that:

- 5 a. The postcard constitutes a final notice of the terms of this Stipulated Final Judgment and
6 provides the website address for the submission of claim forms; and
- 7 b. Failure to complete and submit a restitution claim form within 30 days of receipt of the
8 postcard will bar the recipient from recovery of restitution under the terms of this
9 judgment.

10 Claim Forms

11 20. In its notices (both email and postcard), PeopleConnect shall include an internet address or link to
12 a website maintained by PeopleConnect devoted exclusively to informing consumers about this
13 case, including information about this Judgment and the underlying action, and a restitution claim
14 form (the "Claim Form") which Prospective Class members can use to claim restitution. The
15 Claim Form shall be capable of completion and submission online and also of being downloaded,
16 completed by hand, and sent by hard copy to PeopleConnect at a designated mailing address.
17 PeopleConnect shall, in its notices to Prospective Class members, indicate that they have thirty
18 (30) days to submit the Claim Form.

19 21. The Claim Form shall require the following from Prospective Class members:

- 20 a. Name;
- 21 b. Telephone Number;
- 22 c. Email address;
- 23 d. Mailing address where restitution check or restitution credit notification should be sent;
- 24 e. Bank account information, if electronic restitution payment is desired;
- 25 f. A declaration under penalty of perjury that the Prospective Class member
 - 26 i. Purchased a membership on Classmates.com with AUTOMATIC RENEWAL or
 - 27 CONTINUOUS SERVICE between May 4, 2013, and the EFFECTIVE DATE;
 - 28 and

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2 ii. was charged for at least one automatically-renewed cycle without his or her
3 knowledge or consent before the EFFECTIVE DATE.

4 22. If PeopleConnect receives a Claim Form or postcard that is missing required information or
5 otherwise deemed to be invalid, it shall immediately inform the Prospective Class member of the
6 error or deficiency. The latter shall have 30 days to correct the error or deficiency.

7 Finalizing and Payment of Restitution Claims

8 23. Not later than one hundred twenty (120) days following issuance of the initial email notice
9 described above, plus any additional time reasonably required by PeopleConnect (not to exceed
10 thirty (30) days), PeopleConnect shall prepare a list of all timely restitution claims that were
11 properly completed and received (the "List of Payees"). The List of Payees shall also indicate the
12 amount of restitution to be paid to each Prospective Class member (the "Restitution Amount")
13 member and shall total those amounts.

14 24. Concurrently, PeopleConnect shall create a declaration of compliance under penalty of perjury
15 and based on personal knowledge that states that the List of Payees is complete and accurate to
16 the best of the declarant's knowledge and belief, and includes all Prospective Class members who
17 timely submitted claim forms pursuant to the above-described procedures. PeopleConnect shall
18 promptly transmit both the List of Payees and the declaration of compliance described in this
19 paragraph to the People.

20 25. Within fifteen (15) days of receipt of the List of Payees, the People shall state in writing either
21 that they have no objections or shall submit, in writing, their list of objections to the List of
22 Payees. The parties shall then meet and confer and work together in a timely and good faith
23 manner to resolve those concerns. If the meet and confer process does not produce agreement,
24 then either party may seek further direction from the Court via ex parte application.

25 26. Not later than thirty (30) days after receiving a statement of no objection to the List of Payees,
26 PeopleConnect shall pay restitution to each party on the List of Payees. If payment is by check,
27 the check shall be sent together with a letter explaining that the restitution check is in connection
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1 with this Stipulated Final Judgment and advising the recipient that the check will expire within
2 ninety (90) days of issuance.

3 27. The restitution payments shall be made as follows:

- 4 a. Each ELIGIBLE RECIPIENT on the Final List of Payees shall receive a cash restitution
5 payment equal to the Restitution Amount.
- 6 b. The total restitution paid shall not exceed \$150,000. If the amount of claims by
7 ELIGIBLE RECIPIENTS on the Final List of Payees exceeds that amount, the per-person
8 amount shall be reduced pro-rata so that the \$150,000 total of restitution is shared equally
9 by all ELIGIBLE RECIPIENTS on the Final List of Payees.

10 28. If any restitution checks is returned to PeopleConnect as undeliverable, PeopleConnect will,
11 within seven (7) days of receipt, conduct address searches for all ELIGIBLE RECIPIENTS on the
12 Final List of Payees for whom updated address information can be found and promptly mail the
13 restitution check to the ELIGIBLE RECIPIENT at the updated address. (Restitution checks that
14 are returned with forwarding address information included shall promptly be delivered to the
15 forwarding address in question.)

16 29. Within one-hundred and twenty (120) days of the mailing of the last restitution check,
17 PeopleConnect shall prepare a report that includes the following:

- 18 a. The total amount of restitution deposited by PeopleConnect into the Classmates
19 Restitution Account, including the date(s) of deposit; and
- 20 b. The total amount of restitution paid from the Classmates Restitution Account, broken
21 down by ELIGIBLE RECIPIENT; and
- 22 c. The total amount of uncashed or returned checks, broken down by ELIGIBLE
23 RECIPIENT.

24 COMPLIANCE

25 30. For the purpose of securing compliance with the terms of this Judgment, PeopleConnect shall,
26 within 30 days after the EFFECTIVE DATE provide each of its current officers, directors, and
27 executive committee members with a copy of this Judgment.

28 31. PeopleConnect shall keep custody of all documentation of its compliance with the notice

1 requirements of this Judgment for a period of three (3) years following Defendant's receiving
2 notice of the entry of judgment. PeopleConnect shall provide such items to the People's counsel
3 upon reasonable notice.
4

5 OTHER PROVISIONS

6 32. The Parties waive the right to appeal this Judgment as to form or content.

7 33. The Parties shall bear their own attorneys' fees and costs, except as provided above.

8 34. If an ambiguity arises regarding any provision of this Judgment that requires interpretation, there
9 is no presumption that documents should be interpreted against any party. The presumption in
10 Civil Code section 1654 is not applicable.

11 35. The Court finds that the injunctive provisions and monetary relief included in this Judgment are a
12 fair, reasonable, and appropriate final resolution of this matter.

13 36. Notices in this Judgment shall be served as follows:

14 To the People or People's Counsel:

15 Stephen M. Spinella, Deputy District Attorney
16 Office of the District Attorney
330 West Broadway, Suite 750
San Diego, California 90401

17 To Defendant or Defendant's Counsel:

18 Matthew Frank, Chief Legal Officer
19 PeopleConnect, Inc. dba Classmates
1501 4th Avenue, Suite 400
Seattle, Washington 98101

20 With a copy to Defense Counsel:

21 Christine M. Reilly
22 Justin Jones Rodriguez
Manatt, Phelps & Phillips LLP
2049 Century Park East Suite 1700
Los Angeles, CA 90067

23 37. Nothing in this Judgment shall be construed as relieving PeopleConnect of its obligations to
24 comply, or as prohibiting PeopleConnect from complying, with all applicable local, state and
25 federal laws, regulations or rules; nor shall any provision of this Judgment be deemed permission
26 to engage in any acts or practices prohibited by such laws, regulations or rules.

27 38. Pursuant to Business and Professions Code section 17203 and the Court's inherent authority, the
28

1 Court shall retain jurisdiction for the purpose of enforcing this Judgment and enabling any party
2 to this Judgment to apply to the Court for such further orders and directions as necessary and
3 appropriate to construe, carry out, enforce, interpret, or modify this Judgment, or to redress
4 violations of this Judgment.

5 39. This Judgment shall be binding immediately upon its signing by the Court and its filing, along
6 with notice to PeopleConnect.

7 40. The clerk may enter this Judgment immediately.

8 DATED: MAR 01 2021

9 
10 _____
11 Judge of the Superior Court

12 **RONALD L. STYN**