

**If you were enrolled in a Road Runner Sports VIP Rewards Membership at any time between July 1, 2013, and May 1, 2025, and were charged a renewal fee, a Settlement may affect your rights.**

*Para ver este aviso en español, visita [www.RoadRunnerLawsuit.com](http://www.RoadRunnerLawsuit.com).*

*The San Diego Superior Court authorized this notice. This is not a solicitation from an attorney.*

- A settlement has been reached in a class action lawsuit against Road Runner, alleging that Road Runner violated California law by employing a business practice designed to conceal the cost of the VIP Rewards Membership renewal and failing to provide an easy way to cancel the membership. Road Runner denies these allegations.
- Road Runner has agreed to settle the lawsuit, change how it markets and operates the VIP Rewards program, and provide free VIP Rewards Cash and reduced VIP Rewards renewal fees or free VIP Rewards Memberships to Class Members.
- Your legal rights are affected whether or not you act. ***Please read this notice carefully.***

YOUR RIGHTS AND OPTIONS		DEADLINE
<b>Do Nothing</b>	You will automatically receive Rewards Cash and either a reduced renewal fee or a free one-year VIP membership, depending on your status. You remain in the Class and give up the right to sue Road Runner about the issues in the lawsuit.	
<b>Submit a Claim Form for Additional Cash Rewards (Current VIP Members Only)</b>	Formerly enrolled VIP Rewards program members will automatically receive a free one-year VIP membership and Rewards Cash deposited into their Road Runner account. <i>No action</i> is required if you are a former VIP member.  Currently enrolled VIP Rewards program members will automatically receive a reduced renewal fee for the next year and \$15 Rewards Cash deposited into their account. To receive the \$10 additional Rewards Cash (\$25 total Rewards Cash), you must submit a Claim Form no later than <b>December 14, 2025</b> .	<b>Submit a Claim Form by December 14, 2025</b>
<b>Exclude Yourself</b>	Ask to be excluded from (opt out) the proposed Settlement. If you do this, you are not entitled to any of the Settlement benefits, but you keep your right to sue Defendants about the issues in your own personal lawsuit. If you opt out of the Settlement, you cannot object to it.	<b>Submit an Exclusion by October 15, 2025</b>
<b>Object</b>	Tell the Court why you don't like the Settlement. You will still be bound by the Settlement if the Court approves it, and you may still file a Claim Form and receive the Settlement benefits.	<b>Deadline to file an Objection: October 15, 2025</b>
<b>Attend the Final Approval Hearing</b>	Ask to speak to the Court about the fairness of the Settlement.	<b>Deadline to file a Notice of Appearance: October 15, 2025</b>

**QUESTIONS? CALL 1-888-861-7341, OR VISIT [WWW.ROADRUNNERLAWSUIT.COM](http://WWW.ROADRUNNERLAWSUIT.COM)**

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## BASIC INFORMATION

### 1. Why should I read this Notice?

Everyone who was enrolled in California into a Road Runner Sports VIP Rewards Membership from July 1, 2013, to May 1, 2025, and who was charged a fee to renew their membership is in the “Class.” Excluded from this Class are those customers whose renewal fees have been fully refunded.

“VIP Rewards Membership” means and refers to all three levels of the Road Runner VIP Rewards program: VIP Family Rewards, VIP Plus, and VIP Platinum.

This Notice explains the class action lawsuit, the proposed Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get the benefits.

The Court in charge of this case is the Superior Court of the State of California, County of San Diego. The lawsuit is known as *Susan Costa v. Road Runner Sports, Inc.*, Case No. 37-2020-00017100-CU-MC-CTL. You may obtain additional updates on the status of the case by contacting Class Counsel (listed in Question 10 below), going to or [www.BHOLaw.com](http://www.BHOLaw.com) or by examining and copying the filed documents and orders in this case during regular business hours at the offices of the Clerk of the Court, San Diego Superior Court, 330 W. Broadway, San Diego, California 92101.

### 2. What is this lawsuit about?

The lawsuit claims that Road Runner Sports, Inc. and Road Runner Sports Retail, Inc. (collectively, “Road Runner”) violated California law by employing a business practice designed to conceal the cost of the VIP Rewards Membership renewal and failing to provide an easy way to cancel the membership. Road Runner denies the allegations and denies that any Class Member is entitled to the relief sought. The Court has not decided who is right.

### 3. Why is the lawsuit a class action?

In a class action lawsuit, one or more people called “Class Representatives” sue on behalf of other people who have similar claims. The people together are a “Class” or “Class Members.” The people who sue – and all the Class Members like them – are called the “Plaintiffs.” The companies the Plaintiffs sued (in this case Road Runner Sports, Inc. and Road Runner Sports Retail, Inc.) are called the “Defendants.” One court resolves the issues for everyone in the Class – except for those people who choose to exclude themselves from the Class. Judge Joel R. Wohlfeil is in charge of this class action.

### 4. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendants. Instead, both sides in the lawsuit agreed to a settlement to avoid the cost and risk of further litigation, including a potential trial, and so that the Class Members can get benefits, in exchange for releasing Defendants from liability. The Class Representative and his attorneys believe the Settlement is best for the Class and its members.

## WHO IS IN THE SETTLEMENT?

To see if you are eligible for benefits, you first have to determine if you are a Class Member.

### 5. Am I part of the Settlement?

You are a Class Member if you were enrolled in California in a Road Runner Sports VIP Rewards Membership at any time between July 1, 2013, to May 1, 2025, and were charged a fee to renew your membership.

You are excluded from this Class if your renewal fees have been fully refunded. The Class also excludes: (1) Road Runner officers, directors, employees, principals, affiliated entities, controlling entities, agents, and other affiliates; (2) the agents, affiliates, legal representatives, heirs, attorneys at law, attorneys in fact, or assignees of such persons or entities; and (3) the Judge(s) assigned to this case and any members of their immediate families.

**QUESTIONS? CALL 1-888-861-7341, OR VISIT [WWW.ROADRUNNERLAWSUIT.COM](http://WWW.ROADRUNNERLAWSUIT.COM)**

## THE SETTLEMENT BENEFITS – WHAT YOU GET AND HOW TO GET IT

### 6. What does the Settlement provide?

If you are a Class Member, what you are eligible to receive depends on several factors. The settlement benefits are outlined generally below, and more information can be found on the Settlement Website. The Court still has to decide whether to finally approve the Settlement. We do not know when the Court will finally approve the Settlement if it does so or whether there will be any appeals that will have to be resolved in favor of the Settlement before certain benefits can be provided, so we do not know precisely when any benefits may be available. Please check **www.RoadRunnerLawsuit.com** regularly for updates regarding the Settlement.

*Please note that you may have to take action within certain deadlines to receive certain benefits, such as completing and submitting a claim form.* If you do nothing, you may not receive certain benefits from the Settlement, and, as a Class Member, you will not be able to sue Road Runner about the issues in the lawsuit.

Class notice and claim administration expenses, Class Counsel's attorneys' fees and expenses and any service award to the Class Representative (discussed below) will also be paid by Road Runner separate from Rewards Cash made available to Class Members, if approved by the Court. The settlement distribution process will be administered by an independent Settlement Administrator approved by the Court.

#### a. Injunctive Relief – Road Runner Conduct Changes

If the Settlement is finally approved, Road Runner will implement numerous business practice changes relating to the VIP program as set forth in Appendix A at the end of this notice. As more fully described in Appendix A, Road Runner will implement significant enhancements to improve notice, transparency, and fairness in its VIP program. Before enrollment or renewal, all material terms of the VIP Rewards program, such as price, renewal date, and cancellation deadlines, will be clearly disclosed. Fit experts and customer service agents will undergo annual training on these terms to ensure clear communication with customers. Marketing materials, including signs, welcome kits, and renewal notices, will prominently display key details, including the automatic renewal charge, renewal date, and cancellation methods. Road Runner will remove any references to automatic renewal as a “perk” or “benefit.” In-store, customers will have the option to “DECLINE” enrollment, with clear notification of the cancellation deadline. For online and in-store sign-ups, customers will receive follow-up emails listing the program's terms. Road Runner will also update its website to require customer approval of the renewal terms. At least two reminder emails will be sent to customers before their annual renewal, providing all necessary details and an easy cancellation link. Renewal fees will only be charged to the card on file with express authorization, and cancellation calls will be answered with a goal of 90% response rate. Any communication about savings will clearly indicate that membership fees must be deducted from the stated savings. Road Runner will also conduct regular compliance audits to ensure clear disclosure of the automatic renewal terms before enrollment.

#### b. Class Members *Currently Enrolled* in the VIP Rewards Program

**Reduced Renewal Fee:** Class Members enrolled in a VIP Rewards membership as of the date of the order granting final settlement approval (“Currently Enrolled Class Members”) will be charged \$10 less for their next renewal period. For example, if final approval is granted on August 1, 2025, and a Currently Enrolled Class Member's renewal is scheduled for September 1, 2025, they will receive a \$10 discount on their renewal charge on that date.

**\$15 Rewards Cash – Automatic:** Road Runner will provide \$15 in Rewards Cash to all Currently Enrolled Class Members, by automatically depositing the Rewards Cash into the accounts of the Currently Enrolled Class Members.

**\$10 additional Rewards Cash – Submit a Claim:** Currently Enrolled Class Members who assert they are entitled to additional Rewards Cash, based on their belief that they were damaged due to Road Runner's automatic renewal practice, may receive an additional \$10 in Rewards Cash (for a total of \$25 Rewards Cash). **Important:** To claim the additional \$10 Rewards Cash, Currently Enrolled Class Members must submit a Claim Form by **December 14, 2025**. The Claim Form asks for just two pieces of information: (1) your Unique ID and PIN (they are located on the email or postcard you received), and (2) a statement that you believe you were damaged by Road Runner's automatic renewal practice. If you can't locate your Unique ID and PIN go to [www.RoadRunnerLawsuit.com/lookup](http://www.RoadRunnerLawsuit.com/lookup) for assistance.

Claims may be submitted by mail or online. The Rewards Cash will expire six (6) months after being deposited.

**QUESTIONS? CALL 1-888-861-7341, OR VISIT [WWW.ROADRUNNERLAWSUIT.COM](http://WWW.ROADRUNNERLAWSUIT.COM)**

To receive the \$10 in additional Rewards Cash, you must be a Class Member enrolled in a VIP Rewards membership as of the date of the order granting final settlement approval *and* you must submit a completed Claim Form no later than **December 14, 2025**. If you received class notice by email, that email included a hyperlink to the online Claim Form. A Claim Form is also included as Appendix B at the end of this notice. Claim Forms are also available online at [www.RoadRunnerLawsuit.com](http://www.RoadRunnerLawsuit.com).

The completed Claim Form must be submitted **online by December 14, 2025, or** by mail at the address below, **postmarked by December 14, 2025**.

Road Runner Settlement Administrator  
P.O. Box 2228  
Portland, OR 97208-2228

The Settlement Administrator will determine whether Claim Forms are complete and timely. If your Claim is deficient, the Settlement Administrator will mail you a letter requesting that you complete the deficiencies and resubmit the Claim Form within fourteen (14) days. If you fail to provide the requested documentation or information, your Claim will be denied.

### **c. Class Members Formerly Enrolled in the VIP Rewards Program**

**Free One-Year VIP Family Rewards Membership:** Formerly Enrolled Class Members will receive a free VIP Family Rewards Membership, which will last 12 months at no cost (the “Free VIP Family Rewards Membership”) and will not be automatically renewed. The Class Member may renew the VIP Family Rewards Membership, at the then existing price, by directly authorizing Road Runner to renew such membership. The VIP Family Rewards Membership shall entitle the Formerly Enrolled Class Member to all the benefits received by VIP Family Rewards members in the ordinary course (e.g., 10% savings and 5% in VIP Rewards Cash on every order, free shipping, and 90-day perfect fit guarantee).

At the end of the year, the Free VIP Family Rewards Membership will not be automatically renewed, but you may renew the VIP Family Rewards Membership, at the then existing price, by directly authorizing Road Runner to renew such membership.

#### **How to Use Your Free VIP Family Rewards Membership**

Once the Settlement is approved, Road Runner will activate the Free VIP Family Rewards Membership for Formerly Enrolled Class Members within 30 days. Here’s how to use it:

1. **In-Store:** When you visit a Road Runner store, just tell the employee you have a Free VIP Family Rewards Membership. If you received a class notice via email, provide the email address where you received the class notice to the employee. They’ll apply it for you at checkout.
2. **Online:** To use your Free VIP Family Rewards Membership online, go to [www.RoadRunnerSports.com](http://www.RoadRunnerSports.com).
  - Click the “Log In To See Rewards” button at the top of the page.
  - If you received a class notice via email, enter the email address where you received the class notice to confirm your VIP status.
3. **Need Help?:** If you need any help setting up or using your Free VIP Family Rewards Membership, you can call Road Runner at 1-800-743-3206.

**Automatically Deposited Rewards Cash:** Within thirty (30) days of final settlement approval, Road Runner will provide \$25 in Rewards Cash to all Formerly Enrolled Class Members, whose VIP Membership terminated after May 25, 2017, by automatically depositing \$25 Rewards Cash into their accounts in the Free One-Year VIP Family Rewards Memberships referenced above. The Rewards Cash will expire six (6) months after being deposited.

Within thirty (30) days of final settlement approval, Road Runner will provide \$15 in Rewards Cash to all Formerly Enrolled Class Members, whose VIP Membership terminated before May 26, 2017, by automatically depositing \$15 Rewards Cash into their accounts in the Free One-Year VIP Family Rewards Memberships referenced above. The Rewards Cash will expire six (6) months after being deposited.

**QUESTIONS? CALL 1-888-861-7341, OR VISIT [WWW.ROADRUNNERLAWSUIT.COM](http://WWW.ROADRUNNERLAWSUIT.COM)**

## 7. What am I giving up to receive these Settlement benefits?

Unless you exclude yourself (“opt out”) from the Class by timely submitting a “Request for Exclusion” (see Questions 8-9 below), you will remain in the Class. By remaining in the Class you “release” and can’t sue, continue to sue, or be part of any other lawsuit against Road Runner about the “Released Claims” in this case. These Released Claims are only those claims that you could have brought based on the identical factual predicate of those claims brought in this case about the alleged unlawful and misleading practices regarding the VIP Rewards Membership program’s fees and cancellation.

The Settlement Agreement at Sections I.A.34-36 and V. describes these “Released Claims” and the “Released Party” in necessary legal terminology, so read these sections carefully. For ease of reference, the full release section of the Settlement Agreement is attached to this Notice as Appendix C. The Settlement Agreement is available at [www.RoadRunnerLawsuit.com](http://www.RoadRunnerLawsuit.com) or in the public court records on file in this lawsuit. For questions, you can talk to one of the lawyers listed in Question 10 below for free or you can, of course, talk to your own lawyer at your own expense if you have questions about the Released Claims or what they mean.

### EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don’t want the benefits from this Settlement, but want to keep the right to sue or continue to sue Road Runner, on your own, about the legal issues in this case, then you must take steps to exclude yourself from the Settlement (get out of the Settlement). This is called “excluding yourself”—or is sometimes referred to as “opting out” of the class.

## 8. How do I exclude myself the Settlement?

To exclude yourself from the Settlement, you must mail or electronically submit via the Settlement Website a written “Request for Exclusion.” If mailed, the exclusion request must be addressed to Road Runner Settlement Administrator, EXCLUSIONS, P.O. Box 2228, Portland, OR 97208-2228. You must sign and mail or electronically submit your Request for Exclusion so it is electronically submitted via the Settlement Website or mailed with a postmark date no later than **October 15, 2025**. You will not be eligible to exclude yourself from the Class after the above stated date.

To ask to be excluded from the Class, your Request for Exclusion *must* state: (1) the name, address and telephone number of the person requesting exclusion; (2) contain a statement that indicates a desire to be excluded from the Class in the lawsuit, such as, “I hereby request that I be excluded from the proposed Class in *Susan Costa v. Road Runner Sports, Inc.*, Case No. 37-2020-00017100-CU-MC-CTL”; and (3) be signed by the person requesting exclusion or an authorized representative.

A Request for Exclusion that does not include all of the above information, that is sent to an address other than the one listed above, or that is not postmarked on time, will not be valid and the person asking to be excluded will be considered a member of the Class, and will be bound as a Class Member by the Settlement.

No person may opt-out of the Class for any other person or be opted-out by any other person, and no Class Member can be opted-out of the Class through any purported “mass” or “class” opt-outs.

If you do not follow these procedures and deadlines, you will remain a Class Member and lose any opportunity to exclude yourself from the Settlement. This means that your rights will be determined in this lawsuit by the Settlement Agreement if it receives final approval from the Court.

The deadlines found in this Notice may be changed by the Court. Please check [www.RoadRunnerLawsuit.com](http://www.RoadRunnerLawsuit.com) regularly for updates regarding the Settlement.

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

No. If you exclude yourself, you cannot receive any benefits including Rewards Cash, discounted renewal fees, or (for formerly enrolled VIP Rewards members) the Free VIP Family Rewards Membership. But, you may sue, continue to sue, or be part of a different lawsuit against Road Runner about the legal issues in this case.

## THE LAWYERS REPRESENTING YOU

### 10. Do I have a lawyer in the case?

Yes. The Court has appointed attorneys from the law firms Blood Hurst & O'Reardon, LLP and Johnson Fistel PLLP to represent you and the other Class Members. The lawyers are called "Class Counsel." They are experienced in handling class action cases. If you want to be represented by your own lawyer, you may hire one at your own expense:

<p>Timothy G. Blood          Thomas J. O'Reardon II          Blood Hurst &amp; O'Reardon, LLP          501 West Broadway, Suite 1490          San Diego, CA 92101          Tel: (619) 338-1100          Email: <a href="mailto:info@bholaw.com">info@bholaw.com</a>          Website: <a href="http://www.bholaw.com">www.bholaw.com</a></p>	<p>Frank J. Johnson          Kristen O'Connor          Johnson Fistel PLLP          501 West Broadway, Suite 800          San Diego, CA 92101          Tel: (619) 230-0063          Email: <a href="mailto:contactus@johnsonfistel.com">contactus@johnsonfistel.com</a>          Website: <a href="http://www.johnsonfistel.com">www.johnsonfistel.com</a></p>
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### 11. How will the lawyers be paid?

Class Counsel will ask the Court for an award of attorneys' fees and reimbursement of out-of-pocket expenses of \$6,500,000. Class Counsel will also ask the Court to award the Class Representative a service award in the amount of \$10,000 for the time, effort, and risks he took on behalf of Class Members, including testifying in the lawsuit. The Court may award less than these amounts. Any amounts awarded by the Court, as well as the costs associated with administering the Settlement, will be paid separately by Road Runner in addition to all other settlement benefits. Under no circumstances will Road Runner's payment of attorneys' fees, costs and expenses and a Class Representative service award reduce your settlement benefits.

## OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the Settlement or some part of it.

### 12. How do I tell the Court that I don't like the Settlement?

If you're a Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. Note: You can't ask the Court to order a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement benefits will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

To object, you must send a letter. Be sure to include the following information:

- a. The case name and number (*Susan Costa v. Road Runner Sports, Inc.*, Case No. 37-2020-00017100-CU-MC-CTL);
- b. Your full name, actual residential address, telephone number;
- c. If represented by counsel, the name, address, and telephone number of your counsel;
- d. A statement of all your objections and all the specific grounds supporting your objections;
- e. A statement whether you intend to appear at the Final Approval Hearing, either in person or through counsel;
- f. A statement that you are a Class Member, and if known, your former or current VIP Rewards Membership number;
- g. Your handwritten, dated signature (the signature of your counsel, an electronic signature, and the annotation "s" or similar annotation will not suffice);
- h. If any testimony is proposed to be given in support of your objection, the names of all persons who will testify; and
- i. Copies of any papers, briefs, or other documents upon which your objection is based.

**QUESTIONS? CALL 1-888-861-7341, OR VISIT [WWW.ROADRUNNERLAWSUIT.COM](http://WWW.ROADRUNNERLAWSUIT.COM)**

Your objection must be submitted to the Court either by mailing or by filing it at the Superior Court of the State of California, San Diego County, and served on Class Counsel and Defendants' Counsel, no later than **October 15, 2025**, to the following addresses:

Court	Class Counsel	Defense Counsel
Clerk of Court Superior Court of California San Diego County 330 W. Broadway, San Diego, CA 92101	Timothy G. Blood Thomas J. O'Reardon II Blood Hurst & O'Reardon 501 W. Broadway, Ste 1490 San Diego, CA 92101	James R. Lance Noonan Lance Boyer & Banach LLP 701 Island Ave., Suite 400 San Diego, CA 92101

If you timely file an objection, it will be considered by the Court at the Final Approval Hearing. You do not need to attend the Final Approval Hearing for the Court to consider your objection.

The Court will require substantial compliance with these requirements above. If you do not submit a written objection in accordance with the deadline and procedure set forth above, you will waive your right to be heard at the Final Approval Hearing. However, the Court may excuse your failure to file a written objection upon a showing of good cause, which, if granted, would permit you to still appear at the Final Approval Hearing and object to the Settlement.

### 13. What's the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because you are no longer part of the case.

## THE FINAL APPROVAL HEARING

The Court will hold a "Final Approval Hearing" to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

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

The Court will hold a Final Approval Hearing at **9:00 a.m. on November 14, 2025**, at the Superior Court of California, San Diego County, 330 W. Broadway, San Diego, California 92101 in Department 73.

At the hearing, the Court will hear any comments, objections, and arguments concerning the fairness of the proposed Settlement, including the amount requested by Class Counsel for attorneys' fees and expenses and the Class Representative service award. If there are objections, the Court will consider them. You do not need to attend this hearing. You also do not need to attend to have a comment or objection considered by the Court. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

Note: The date and time of the Final Approval Hearing are subject to change by Court Order. Any change will be posted at [www.RoadRunnerLawsuit.com](http://www.RoadRunnerLawsuit.com). You should check that website to confirm that the date and/or time have not changed.

### 15. Do I have to attend the Final Approval Hearing?

No. Class Counsel will answer all questions Judge Wohlfeil may have. But, you are welcome to attend the hearing at your own expense. If you submit an objection, you do not have to attend the hearing to talk about your objection. As long as you filed your written objection by the deadline, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

### 16. May I speak at the Final Approval Hearing?

As long as you do not exclude yourself, you can (but do not have to) participate and speak for yourself in this lawsuit and Settlement. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

**QUESTIONS? CALL 1-888-861-7341, OR VISIT [WWW.ROADRUNNERLAWSUIT.COM](http://WWW.ROADRUNNERLAWSUIT.COM)**

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you in this lawsuit, you must send a letter saying that it is your “Notice of Intention to Appear in *Susan Costa v. Road Runner Sports, Inc.*, Case No. 37-2020-00017100-CU-MC-CTL.” Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked by **October 15, 2025**, and be sent to the Court Clerk, Class Counsel, and Defense Counsel at the addresses listed in Question 12.

If you want to speak at the Final Approval Hearing without having followed these procedures, you may do so if you demonstrate good cause to the Court.

### **IF YOU DO NOTHING**

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

If you do nothing, you’ll be part of the Class. You will receive, automatically, the settlement benefits including Rewards Cash, reduced renewal fees (for Currently Enrolled VIP Rewards members), and the Free VIP Family Membership (for formerly enrolled VIP Rewards members). But remember, if you are a Currently Enrolled VIP Rewards Member you must submit a Claim Form if you wish to receive \$10 in additional Rewards Cash. Unless you exclude yourself, you will not be permitted to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Road Runner about the Released Claims in this case.

### **GETTING MORE INFORMATION**

#### **18. Are there more details about the Settlement?**

This class notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at [www.RoadRunnerLawsuit.com](http://www.RoadRunnerLawsuit.com), or by contacting Class Counsel by email or telephone at the addresses or numbers listed in response to Question 10 above.

#### **19. How do I get more information?**

You can call toll-free 1-888-861-7341, write to Road Runner Settlement Administrator, P.O. Box 2228, Portland, OR 97208-2228; or go to [www.RoadRunnerLawsuit.com](http://www.RoadRunnerLawsuit.com), where you will find answers to common questions about the Settlement, a Claim Form, motions for approval of the Settlement and Class Counsel’s request for attorneys’ fees and expenses, and other important documents, dates and deadlines in the case.

You can also access and retrieve documents from the Court’s docket by visiting the Clerk of the Court, San Diego Superior Court, located at 330 W. Broadway, San Diego, California 92101, during regular business hours, Monday through Friday, excluding Court holidays.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT’S CLERK OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.**

Appendix A – Injunctive Relief, Road Runner’s Conduct Changes

Appendix B – Claim Form for additional Rewards Cash

Appendix C – Settlement Agreement, Sections re: Release

**QUESTIONS? CALL 1-888-861-7341, OR VISIT [WWW.ROADRUNNERLAWSUIT.COM](http://WWW.ROADRUNNERLAWSUIT.COM)**

## **APPENDIX A - INJUNCTIVE RELIEF (ROAD RUNNER'S CONDUCT CHANGES)**

All material terms (*i.e.*, price and date of renewal) concerning the VIP program automatic renewal shall be clearly and conspicuously disclosed before a customer enrolls in the VIP program and before the VIP membership is renewed, in accordance with the following:

1. Training for fit experts and phone customer service agents shall include a training module that clearly and plainly articulates the material terms of the VIP program's automatic renewal program. Such training shall include instructions that all sales personnel are required to clearly and conspicuously articulate the material terms of the VIP program's automatic renewal in a volume and cadence which is clear and conspicuous. Training for fit experts and phone agents will be provided on an annual basis, and training for new employees shall take place no later than 60 days after their hire date. In no case may a fit expert or phone agent, or any other person employed by Road Runner, engage in the selling of VIP before completing training.
2. Road Runner shall ensure that all marketing collateral, selling tools (including but not limited to placards, placemats, and in-store signage), welcome kits, renewal notices, and any other electronic or printed customer-facing reference to the VIP program, discloses the following information: 1) the customer will be automatically renewed annually by charging a credit card on file; 2) the automatic renewal may be at a higher amount than the initial enrollment fee; 3) the amount of the current automatic renewal fee; 4) the date of the automatic renewal (*i.e.*, "X" months from signup); 5) the date by which a customer is required to cancel without incurring a renewal charge (*i.e.*, "X" days before renewal); and 6) methods of cancellation. Items 1, 3, and 5 must be included conspicuously and prominently on the electronic or printed material. Items 2, 4, and 6 may be linked through a QR code adjacent to a statement that reads "Read Full Terms and Conditions Here."
3. Road Runner shall cease referring to automatic renewal as a "perk" or "benefit," including removing such references from marketing and sales materials, email communications, and scripts.
4. Road Runner shall add a "DECLINE" option to its retail store pin pads in connection with VIP signup. The "DECLINE" button shall be to the immediate right of the "ACCEPT" button. The color of the decline button shall be red and in the same size and font as the "ACCEPT" button.
5. Road Runner shall clearly and conspicuously disclose on the pin pad above the option to accept or reject enrollment in the VIP program, the deadline (*i.e.*, "X" days before renewal) by which the customer must affirmatively act in order to prevent the renewal charge from being assessed.
6. For in-store VIP program sign-ups, each customer will be sent an email that lists the terms contained in Paragraph 2(b), in a font size that is the same as or greater than the

other text in the email, and not less than 12 point.

7. Road Runner shall modify its auto renewal purchase disclosures on its website and in-store, as agreed in this Exhibit A to the Settlement Agreement. With respect to the website, the terms and conditions relating to VIP automatic renewal shall appear in a pop up window that requires the consumer to click the approval button.
8. At least 15 days, and not more than 30 days, before a customer's annual renewal fee is due, Road Runner shall send two reminder notices by electronic mail to the customer's last known email address, unless the customer affirmatively declines to provide an electronic mailing address at the time of sign up. The renewal reminder emails will only include the terms and conditions of the renewal, including those terms stated in Paragraph 2(b) and shall not include any coupons, marketing, or sales content; however, the renewal reminder emails may include the amount of rewards cash that will be forfeited if the VIP membership is not renewed. The emailed renewal reminders must include a clear, easy-to-follow cancellation link. The subject line of the emails and Re: line of the mailed iterations shall read **"Your VIP Membership Renewal Date Is Approaching."** The font size communicating the terms stated in Paragraph 2(b) shall be no less than other text in the email and not less than 12 point.
9. Road Runner will only charge renewal fees to a credit or debit card belonging to the enrolled VIP member and for which the enrolling customer has given express authorization to charge. Road Runner has resolved technology issues regarding identifying the name of the cardholder on a credit card or debit card.
10. Road Runner shall take reasonable steps to ensure the "Answer Rate" for VIP cancellation calls is 90% or more.
11. Cancellations shall be confirmed with a cancellation email. Road Runner's scripts for employees to use in connection with VIP cancellation shall include informing the customer that a confirmatory email will be sent.
12. Any communication to a member, including email communications and content at the member's online VIP account page that contains a statement of benefits from the VIP program, including the amount the member has "saved," their "savings," the amount a family "saves," or members on average "save" a specific dollar amount must prominently include a statement that the cost of the VIP membership fees (including enrollment, upgrade, and renewal charges) must be deducted to determine net savings.
13. Any use of "secret shoppers" or policy or procedure compliance audits undertaken by Road Runner at its election shall include efforts to confirm whether the VIP automatic renewal is being clearly and conspicuously disclosed prior to enrollment. Remedial action shall be taken if an employee is determined to have failed to disclose the renewal.



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Claims can be submitted electronically at [www.RoadRunnerLawsuit.com](http://www.RoadRunnerLawsuit.com).

Road Runner Settlement Administrator  
P.O. Box 2228  
Portland, OR 97208-2228

***Costa v. Road Runner Sports, Inc. et al.***  
Case No. 37-2020-00017100-CU-MC-CTL  
San Diego County Superior Court

## **CLAIM FORM**

You must submit a Claim Form by **DECEMBER 14, 2025**, to be eligible for an additional payment from the Settlement.

### **WHY SHOULD I FILE A CLAIM?**

If you are a currently enrolled Road Runner VIP Rewards Class Member, you can receive **an additional \$10 in Rewards Cash** deposited into your Road Runner account by timely submitting a claim. This \$10 is **in addition to** the \$15 Rewards Cash and your \$10 renewal fee discount—both of which you will automatically receive without doing anything.

### **WHO CAN MAKE A CLAIM?**

All Class Members who are currently enrolled in a VIP Rewards membership.

### **HOW TO MAKE A CLAIM**

You can either:

- (1) File Online: File online at [www.RoadRunnerLawsuit.com](http://www.RoadRunnerLawsuit.com); or
- (2) File by Mail: Fill out, sign, and return this form to: Road Runner Settlement Administrator, P.O. Box 2228, Portland, OR 97208-2228.

You will need to enter your **Unique ID** and **PIN**. These were in the email or postcard notice you received. If you can't find them, go to [www.RoadRunnerLawsuit.com](http://www.RoadRunnerLawsuit.com) and click "Lookup Unique ID" for assistance.

**Claims must be submitted online or postmarked by December 14, 2025.**

*For more information, visit [www.RoadRunnerLawsuit.com](http://www.RoadRunnerLawsuit.com) or call 1-888-861-7341.  
The deadline to submit a Claim Form is **December 14, 2025**.*

**I AM A CURRENT ROAD RUNNER VIP REWARDS MEMBER.**

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[illegible]

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Diagram illustrating a subtraction operation: a single box followed by a minus sign and four boxes, with the label **YYYY** below the four boxes.

2

## **APPENDIX C**

### **The Release of Released Claims**

Unless you exclude yourself (“opt out”) from the Class by timely submitting a “Request for Exclusion” (see Questions 8-9 in the Long Form Notice), you will remain in the Class. By remaining in the Class you “release” and can’t sue, continue to sue, or be part of any other lawsuit against Road Runner about the “Released Claims” in this case. These Released Claims are only those claims that you could have brought based on the identical factual predicate of those claims brought in this case about the alleged unlawful and misleading practices regarding the VIP Rewards Membership program’s fees and cancellation.

The Settlement Agreement at Sections I.A.34-36 and V. describes these “Released Claims” and the “Released Party” in necessary legal terminology, so read these sections carefully. For ease of reference, the full release section of the Settlement Agreement is pasted below. The Settlement Agreement is available at [www.RoadRunnerLawsuit.com](http://www.RoadRunnerLawsuit.com) or in the public court records on file in this lawsuit. For questions, you can talk to one of the lawyers listed in Question 10 of the Long Form Notice for free or you can, of course, talk to your own lawyer at your own expense if you have questions about the Released Claims or what they mean.

**Settlement Agreement, Section I.A.32.** “Release” means the release and waiver set forth in Section V of this Settlement Agreement and in the Final Approval Order.

**Settlement Agreement, Section I.A.33.** “Released Claims” means any and all actions, claims, demands, rights, suits, and causes of action of whatever kind or nature against the Released Parties, including damages, restitution, injunctive relief, costs, expenses, penalties, and attorneys’ fees, known or unknown, suspected or unsuspected, in law or equity, based on the factual predicate of Plaintiff’s allegations in the Action arising out of or relating to the claim that representations or omissions regarding the VIP Rewards Membership were false, misleading or deceptive, and/or violate California’s Automatic Renewal Law, Unfair Competition Law, and Consumers Legal Remedies Act, and which have been asserted, or could have been asserted, based on the facts or causes of action alleged in the Action. Notwithstanding the foregoing, the Releasing Parties are not releasing claims for personal injury.

**Settlement Agreement, Section I.A.34.** “Released Parties” or “Released Party” means Road Runner, and its past, present and future officers, directors, principals, predecessors, assignees, parents, divisions, subsidiaries, affiliates, shareholders, insurers, attorneys, employees, administrators, successors, suppliers, distributors, and agents.

**Settlement Agreement, Section I.A.35.** “Releasing Parties” or “Releasing Party” means Plaintiff and each Class Member who does not timely submit a valid Request for Exclusion.

**Settlement Agreement, Section I.A.36.** “Releasing Parties” or “Releasing Party” means Plaintiff and each Class Member who does not timely submit a valid Request for Exclusion.

## **Settlement Agreement, Section V: Release and Waiver**

**A.** The Release of the Released Claims shall take effect upon the Effective Date.

**B.** In consideration for the Settlement Agreement, the Releasing Parties, agree to fully, finally and forever release, relinquish, acquit, and discharge the Released Parties from the Released Claims.

**C.** The Final Approval Order will reflect the terms of the Release and the Released Claims.

**D.** The Class Representative expressly understands and acknowledges that he waives Section 1542 of the Civil Code of the State of California, which provides that:

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.

The Class Representative expressly waives and relinquishes any and all rights and benefits that he may have under, or that may be conferred upon him by, the provisions of Section 1542 of the California Civil Code, to the fullest extent he may lawfully waive such rights.

**E.** The Class Representative represents and warrants that he is the sole and exclusive owner of all claims that he personally is releasing under this Settlement Agreement. The Class Representative further acknowledges that he has not assigned, pledged, sold, transferred, or encumbered any right, title, interest or claim arising out of or pertaining to the Action, and that he is not aware of anyone other than himself claiming any interest in the claims that he is releasing under the Settlement Agreement.

**F.** In consideration for the Settlement Agreement, Road Runner and its past or present officers, directors, employees, agents, attorneys, predecessors, successors, affiliates, subsidiaries, divisions, and assigns shall be deemed to have, and by operation of the Final Approval Order shall have, released Class Counsel and the Class Representative from any and all causes of action that were or could have been asserted pertaining to the conduct in filing and prosecuting the Action or in settling the Action.

**G.** Nothing in this Release shall preclude any action to enforce the terms of the Settlement Agreement, including participation in any of the processes detailed herein.

**H.** The Parties agree that the Court shall retain exclusive and continuing jurisdiction over the Parties and the Class Members to interpret and enforce the terms, conditions, and obligations under the Settlement Agreement.