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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO – CENTRAL DIVISION

SUSAN COSTA, an individual. on behalf of
herself and all others similarly situated,

Plaintiff,

v.

ROAD RUNNER SPORTS, INC., ROAD
RUNNER SPORTS RETAIL, INC., and
DOES 1-50, inclusive,

Defendants.

Case No. 37-2020-00017100-CU-MC-CTL

CLASS ACTION

Assigned for All Purposes to:
Joel R. Wohlfeil
Department C-73

(*CIVIL UNLIMITED MATTER*)
IMAGED FILE – Civil Unlimited
(Mandatory eFILE Case)

STIPULATION OF SETTLEMENT

DEMAND FOR JURY TRIAL

Complaint Filed: May 26, 2020

STIPULATION OF SETTLEMENT

This stipulated settlement or "Settlement Agreement" is entered into by Plaintiff Michael O'Connor, on behalf of himself and the Class Members, on the one hand, and Defendants Road Runner Sports, Inc. and Road Runner Sports Retail, Inc. (collectively, "Road Runner"), on the other hand. Subject to Court approval, Plaintiff and Road Runner agree that all claims of Plaintiff and the Class alleged in the Action shall be settled, compromised and released upon the terms and conditions contained herein.

RECITALS

WHEREAS, Road Runner, during retail sales of its athletic shoes and accessories, also offers customer loyalty programs referred to herein and defined below as "VIP Rewards Memberships".

WHEREAS, on May 26, 2020, Susan Costa filed a class action complaint in the Superior Court of the County of San Diego alleging Road Runner violated the California Consumers Legal Remedies Act ("CLRA"), Civil Code §§ 1750, *et seq.*, and Unfair Competition Law ("UCL"), Business & Professions Code §§ 17200, *et seq.*, by failing to disclose in accordance with California law, including as mandated by California's Automatic Renewal Law, aspects of the VIP Rewards Membership's automatic renewal terms, and by thereafter wrongfully renewing memberships with automatic charges to Class Members' credit cards, debit cards, or other payment cards.

WHEREAS, on February 16, 2021, the complaint was amended to substitute Michael O'Connor as the named plaintiff in place of Susan Costa.

WHEREAS, following discovery and briefing, the Court denied Road Runner's motion to compel arbitration. On August 31, 2021, Road Runner appealed the order denying arbitration.

WHEREAS, on September 28, 2022, the Court of Appeal for the Fourth Appellate District, Division One, affirmed the Court's order denying arbitration. The decision of the Court of Appeal was certified for publication on October 18, 2022, and the case was remitted to the Superior Court on December 20, 2022.

WHEREAS, on January 6, 2025, following additional discovery, briefing and oral argument, the Court granted, in part, Plaintiff's motion for class certification.

8 **WHEREAS**, extensive arm’s length settlement negotiations have taken place between Class
9 Counsel and counsel for Road Runner, including a full day mediation with the Honorable Leo Papas
0 in December 2023, and a full day mediation with the Honorable Louis Meisinger in April 2025.
1 Both mediations were preceded and proceeded by numerous additional settlement discussions with
2 the active involvement of Judges Papas or Meisinger.

WHEREAS, Class Counsel have concluded, after conducting discovery in the Action, investigating the facts and underlying events related to the subject matter of the claims, and carefully analyzing the applicable legal principles, the risks, uncertainties, burdens and costs of further prosecution of the claims, and the substantial benefits Class Members will receive pursuant to this Settlement Agreement, that it is in the best interests of Plaintiff and the Class to enter into this Settlement Agreement, and that the Settlement Agreement is fair, reasonable, and adequate and in the best interests of Plaintiff and all Class Members.

0 **WHEREAS**, Road Runner, to avoid the burden, expense, risk, and uncertainty of continuing
1 to litigate the claims, and for the purpose of putting to rest all controversies with Plaintiff and the
2 Class asserted in the Action, and without any admission of wrongdoing, desire to enter into this
3 Settlement Agreement.

4 | TERMS AND CONDITIONS

I. DEFINITIONS

66 A. As used in this Settlement Agreement and the attached exhibits (which are an integral
67 part of this Settlement Agreement and are incorporated by reference herein in their entirety), the

1 following terms have the following meanings, unless this Settlement Agreement specifically
2 provides otherwise:

3 1. "Action" means *Costa v. Road Runner Sports, Inc. et al.*, Case No. 37-2020-
4 00017100-CU-MC-CTL (San Diego Superior Court).

5 2. "Automatic Renewal Law" means California Business and Professions Code
6 §§ 17600 through 17606.

7 3. "Claim" means the claim of a Currently Enrolled Class Member or his or her
8 representative submitted on an applicable Claim Form as specified in this Settlement Agreement.

9 4. "Claimant" means a Currently Enrolled Class Member who submits a Claim.

10 5. "Claim Form" means the form (substantially in the form of Exhibit G)
11 hyperlinked from the Email Notice, referenced on the Mail Notice, provided with the Long Form
12 Notice, or available on the Settlement Website that may be used to claim additional Rewards Cash
13 pursuant to Section II.B.4.

14 6. "Claim Period" means the time period during which Currently Enrolled Class
15 Members may submit a Claim Form to the Settlement Administrator for Rewards Cash pursuant to
16 Section II.B.4. The time period shall run from the Initial Notice Date up to thirty (30) days after the
17 date first set by the Court for the Final Approval Hearing.

18 7. "Claim Process" means the process by which a Currently Enrolled Class
19 Member submits a Claim to the Settlement Administrator for additional Rewards Cash in
20 accordance with Section II.B.4 of this Settlement Agreement.

21 8. "Class" means all persons within California who were enrolled in a Road
22 Runner VIP Rewards Membership at any time between July 1, 2013, and May 1, 2025, and who
23 were charged a fee to renew their membership. Persons within California who were enrolled in the
24 program includes only the person whose name is on the membership if it is a family membership,
25 and excludes family members from the Class. The settlement administrator shall reject claims from
26 family members who are not the named member. Also, excluded from the Class are those customers
27 whose renewal fees have been fully refunded. Also excluded from the Class are: (a) Road Runner
28 and its respective officers, directors, employees, principals, affiliated entities, controlling entities,

agents and other affiliates; (b) the agents, affiliates, legal representatives, heirs, attorneys at law, attorneys in fact, or assignees of such persons or entities described herein; and (c) the judge(s) assigned to the Action and any members of their immediate families.

9. "Class Counsel" means Blood Hurst & O'Reardon, LLP and Johnson Fistel, PLLP.

10. "Class Member" means a member of the Class.

11. "Class Notice" means the notice program described in Section III of this Settlement Agreement, including the forms of notice substantially in the forms of Exhibits D, E, and F.

12. "Class Representative" means Michael O'Connor.

13. "Class Representative Service Award" means such funds as may be awarded by the Court to award the Class Representative for his willingness to represent the Class and his participation in the Action, as described more particularly in Section VIII.

14. "Court" means the Superior Court for the State of California, County of San Diego.

15. "Currently Enrolled Class Members" mean those Class Members who are enrolled in a VIP Rewards Membership program as of the date the Court issues the Final Approval Order.

16. "Defendant" and "Road Runner" mean collectively Road Runner Sports, Inc. and Road Runner Sports Retail, Inc.

17. "Defendant's Counsel" and "Road Runner's Counsel" mean Noonan Lance Boyer & Banach LLP, Michael Weitz, Esq., Buchanan Ingersoll & Rooney LLP, and White & Case LLP.

18. "Effective Date" means the later in time of: (a) the date on which the time to appeal has expired if no appeal has been taken from the Final Approval Order; (b) in the event that an appeal or other effort to obtain review has been initiated, the date after such appeal or other review has been finally concluded and is no longer subject to review; or (c) if Class Counsel and

Road Runner agree in writing, any other agreed date that is earlier than the Effective Date as calculated according to subparagraphs (a) and (b) above.

19. "Email Notice" means the notice substantially in the form of Exhibit E.

20. "Final Approval Hearing" means the hearing at which the Court determines whether the proposed settlement as memorialized in this Settlement Agreement is fair, reasonable, and adequate.

21. "Final Approval Order" means the final order and judgment to be entered by the Court approving the settlement as fair, adequate, and reasonable, confirming the certification of the Class, and issuing such other findings and determinations as the Court and/or the Parties deem necessary and appropriate to implement the Settlement Agreement. The Final Approval Order shall be substantially in the form of Exhibit C.

22. "Formerly Enrolled Class Members" means Class Members who are no longer enrolled in a VIP Rewards Membership program as of the date the Court issues the Final Approval Order.

23. "Initial Notice Date" means the date on which the Settlement Administrator shall commence dissemination of the Class Notice as provided in the Settlement Agreement, which shall be within twenty-eight (28) days from entry of the Preliminary Approval Order.

24. "Long Form Notice" means the version of the notice to the Class Members about the settlement as memorialized in this Settlement Agreement, substantially in the form of Exhibit D.

25. "Notice Plan" means the plan set forth in Section III developed by the Settlement Administrator and approved by the Court to disseminate notice of this Settlement Agreement and the settlement to Class Members.

26. "Objection Date" means the date by which Class Members must file and serve objections to the Settlement Agreement and shall be no later than thirty (30) days before the date first set for the Final Approval Hearing.

27. "Opt-Out Date" means the deadline, whether by submission on the Settlement Administrator's website or by postmark if submitted by mail, by which a Request for

1 Exclusion must be submitted to the Settlement Administrator for a Class Member to be excluded
2 from the Class and shall be no later than thirty (30) days before the date first set for the Final
3 Approval Hearing.

4 28. "Party" means Plaintiff or Road Runner, and "Parties" means Plaintiff and
5 Road Runner, collectively.

6 29. "Plaintiff" means Michael O'Connor.

7 30. "Plaintiff's Counsel" means Blood Hurst & O'Reardon, LLP and Johnson
8 Fistel, PLLP.

9 31. "Preliminary Approval Order" means the order to be entered by the Court
10 preliminarily approving the Settlement Agreement, setting the date for the Final Approval Hearing,
11 approving the Notice Plan and Class Notice, and setting the Opt-Out Date, Objection Date, and
12 Initial Notice Date, the proposed form of which is attached as Exhibit B.

13 32. "Release" means the release and waiver set forth in Section V of this
14 Settlement Agreement and in the Final Approval Order.

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

25 34. "Released Parties" or "Released Party" means Road Runner, and its past,
26 present and future officers, directors, principals, predecessors, assignees, parents, divisions,
27 subsidiaries, affiliates, shareholders, insurers, attorneys, employees, administrators, successors,
28 suppliers, distributors, and agents.

35. "Releasing Parties" or "Releasing Party" means Plaintiff and each Class Member who does not timely submit a valid Request for Exclusion.

36. "Request for Exclusion" means the written communication that must be submitted to the Settlement Administrator, through its website or by mail (and postmarked), on or before the Opt-Out Date by a Class Member who wishes to be excluded from the Class.

37. "Rewards Cash" means the amount Road Runner will deposit into Class Members' VIP Rewards Membership accounts. This Rewards Cash may be used by the Class Member in the same manner as other rewards within Road Runner's VIP Rewards Membership program and for all purposes ordinarily available to VIP Rewards Membership members and shall be subject to the same restrictions and expiration date unless otherwise provided herein. The Rewards Cash does not require a purchase greater than the amount of the Rewards Cash and must be used within six (6) months of deposit into the Class Member's VIP Rewards Membership account. Where a Class Member has existing Rewards Cash in their account, Road Runner will first apply the Rewards Cash awarded under this Settlement for any purchase.

38. "Settlement Administrator" means the entity approved by the Court to design, consult on, and implement the program for disseminating Class Notice to the Class, administer the Claim Process, and perform overall administrative functions. The Parties agree that Epiq shall serve as Settlement Administrator, subject to approval by the Court.

39. "Settlement Agreement" means this executed Settlement Agreement, including all exhibits attached to this Settlement Agreement.

40. "Settlement Website" means the Internet website to be created and maintained for this settlement by the Settlement Administrator to provide information to the public and the Class about this Settlement Agreement.

41. "VIP Rewards Membership" means collectively Road Runner's customer loyalty programs currently called VIP Family Rewards, VIP Rewards Plus, and VIP Platinum, and other similar past iterations.

B. Capitalized terms used in this Settlement Agreement but not defined in this Section shall have the meanings ascribed to them elsewhere in this Settlement Agreement.

II. SETTLEMENT RELIEF

A. Injunctive Relief

1. Within thirty (30) days of the Effective Date, Road Runner shall institute changes to the VIP Rewards Membership as detailed in Exhibit A. The business practice changes detailed in Exhibit A include *inter alia* that Road Runner clearly and conspicuously disclose the terms of its VIP Rewards Membership prior to customer enrollment in compliance with California's Automatic Renewal Law, that Road Runner send by email if available at least two reminders prior to renewal of the VIP Rewards Membership, that Road Runner ensure that all of its marketing tools - both in store and on its website - make the agreed upon disclosures of the VIP Rewards Membership terms, and that Road Runner train fit experts and phone customer service agents on the VIP Rewards Membership terms.

B. Reduced Fees and Rewards Cash for Currently Enrolled Class Members

1. Currently Enrolled Class Members will receive a one-time \$10 reduction of their renewal fee on the next renewal of their VIP Rewards Membership following entry of the Final Approval Order. For example, if the Final Approval Order is entered on August 1, 2025, and a Currently Enrolled Class Member's renewal is scheduled for September 1, 2025, that Class Member will automatically receive a \$10 reduction of their renewal fee on September 1, 2025. The renewal fee reduction is automatic; no action is required from the Class Member to receive this settlement benefit.

2. Road Runner shall not attempt to recoup the lost revenue from the reduced renewal fees by increasing VIP Rewards Membership renewal fees or by introducing any new charges, surcharges or any other fees that would effectively offset, either directly or indirectly, the reduced fees collected from Currently Enrolled Class Members under this Settlement Agreement. This prohibition shall remain in effect for twenty-four (24) months from the date of the Final Approval Order.

3. Currently Enrolled Class Members will also receive \$15 in Rewards Cash. The \$15 Rewards Cash will be deposited by Road Runner into the VIP Rewards Membership accounts of each Currently Enrolled Class Member within thirty (30) days of the Effective Date.

1 The Rewards Cash deposits will be automatic; no action is required from the Currently Enrolled
2 Class Member to receive this settlement benefit.

3 4. Currently Enrolled Class Members who believe they were damaged as
4 alleged in the Action due to Road Runner's automatic renewal practices may seek an additional \$10
5 in Rewards Cash. To obtain this additional \$10 in Rewards Cash, Currently Enrolled Class Members
6 must submit a Claim Form by mail or online via the Settlement Website within the Claim Period.
7 Approved Rewards Cash awarded under this paragraph will be deposited by Road Runner into the
8 VIP Rewards Membership accounts of each Currently Enrolled Class Member within thirty (30)
9 days of either the Effective Date or sixty (60) days after the Claim Period, whichever comes last.
10 The Settlement Administrator will administer the Claims Process as described below.

11 a. Claim Forms will be hyperlinked from the Email Notice sent to
12 Currently Enrolled Class Members and also available on the Settlement Website and may be
13 completed and submitted via the Settlement Website or downloaded and returned to the Settlement
14 Administrator by mail.

15 b. The Settlement Administrator shall have the authority to determine
16 whether Claim Forms submitted by Class Members are complete and timely.

17 c. The Settlement Administrator shall use its best efforts to complete its
18 review of timely and completed Claim Forms within thirty (30) days of receipt, but in no event shall
19 processing continue more than sixty (60) days after the Claim Period.

20 d. If there are rejected Claims, the Settlement Administrator shall notify
21 Class Counsel and Road Runner's Counsel of said rejections and the reason(s) why. The decision
22 of the Settlement Administrator shall be final, provided however, that Class Counsel and Road
23 Runner's Counsel may meet and confer in an attempt to resolve these denied Claims. If Class
24 Counsel and Road Runner's Counsel jointly recommend payment of any Claims rejected by the
25 Settlement Administrator, then Class Counsel shall inform the Settlement Administrator to pay said
26 Claims. If Class Counsel and Road Runner's Counsel disagree, they shall notify the Settlement
27 Administrator who shall make a final determination as to whether the Claim shall be paid.

28 **C. Free Memberships and Rewards Cash to Formerly Enrolled Class Members**

1. All Formerly Enrolled Class Members will receive a free VIP Family Rewards Membership. The free VIP Family Rewards Membership will be in effect for twelve (12) months, will begin no later than thirty (30) days after the Effective Date, and will not automatically renew. If the eligible Class Member wishes to renew the VIP Family Rewards Membership after the free 12-month term, he or she may do so at the then current price by directly authorizing Road Runner to renew the membership. The free VIP Family Rewards Membership will entitle Formerly Enrolled Class Members to receive all the benefits ordinarily provided under the VIP Family Rewards Membership, including 10% instant savings and 5% in VIP Rewards Cash on every order, free shipping, bonus VIP Rewards Cash days, family benefit sharing, and 90-day perfect fit guarantee.

2. No later than thirty (30) days after the Effective Date, Road Runner will deposit \$25 in Rewards Cash in the free VIP Family Rewards Membership accounts for Formerly Enrolled Class Members whose VIP Rewards Membership terminated on or after May 26, 2017. The deposit of \$25 in Rewards Cash is automatic; no action is required from the Class Member to receive this settlement benefit.

3. No later than thirty (30) days after the Effective Date, Road Runner will deposit \$15 in Rewards Cash to the free VIP Family Rewards Membership accounts for Formerly Enrolled Class Members whose VIP Rewards Membership terminated on or before May 25, 2017. The deposit of \$15 Rewards Cash is automatic; no action is required from the Class Member to receive this settlement benefit.

D. Attorneys' Fees, Expenses and Class Representative Service Award

In addition to the benefits described in Sections II.A-C, and as described in Sections III, IV and VIII below, Road Runner will pay Class Counsel's attorneys' fees, costs and expenses in the amount awarded by the Court, a service award to the Class Representative in the amount awarded by the Court, and the costs of the Settlement Administrator, including providing Class Notice and administering the Claims Process as described in this Settlement Agreement.

III. NOTICE TO THE CLASS

Class Notice will be disseminated through a combination of Email Notice, Mail Notice, and

1 the Settlement Website. The costs associated with disseminating the notice and otherwise
2 implementing the Notice Plan, shall be paid by Road Runner. Defendant has cooperated and will
3 continue to cooperate with Class Counsel by providing reasonably available data to permit the
4 Settlement Administrator and Class Counsel, if necessary, to ascertain and provide notice to the
5 Class Members and perform the Claims Process and administration duties provided herein.

6 **A. Email Notice**

7 No later than twenty-eight (28) days after entry of the Preliminary Approval Order, the
8 Settlement Administrator shall cause to be delivered via email to Class Members for whom Road
9 Runner has an email address (including email address for which the Settlement Administrator
10 receives an undeliverable notice), the Email Notice (substantially in the form of Exhibit E). The
11 Email Notice shall *inter alia* provide Class Members: (1) a plain and concise shortened summary of
12 the Long Form Notice; (2) an explanation of how to obtain the Long Form Notice via the Settlement
13 Website, via U.S. Mail, or via a toll-free telephone number; and (3) information about their objection
14 and opt out rights including the time within which they must exercise these rights. The Email Notice
15 will be tailored separately for Currently Enrolled and Formerly Enrolled Class Members. The
16 Settlement Administrator shall endeavor to ensure emails sent to Class Members are received and
17 opened by Class Members.

18 **B. Mail Notice**

19 To those Class Members for whom Road Runner does not have an email address, but for
20 whom Road Runner has a U.S. Mail address, no later than twenty-eight (28) days after the date upon
21 which the Court enters the Preliminary Approval Order, the Settlement Administrator shall cause to
22 be delivered via first class U.S. Mail the Mail Notice (substantially in the form of Exhibit F). The
23 Mail Notice will be tailored separately for Currently Enrolled and Formerly Enrolled Class
24 Members. The Settlement Administrator shall, as soon as practicable following receipt of any
25 notices returned by the United States Postal Service with a forwarding address, re-mail such notices.

1 **C. Settlement Website**

2 No later than twenty-eight (28) days after the date upon which the Court enters the
3 Preliminary Approval Order, the dedicated, interactive Settlement Website will be established by
4 the Settlement Administrator. It will inform Class Members of the terms of this Settlement
5 Agreement, their rights, dates and deadlines and related information. The Settlement Website shall
6 include, in .pdf format, materials agreed upon by the Parties and/or required by the Court, including,
7 but not limited to, the Settlement Agreement, the Long Form Notice, the Frequently Asked
8 Questions and Answers, the Claim Form, and Court documents that may be of interest to most Class
9 Members, including the operative Class Action Complaint. The Settlement Website shall be
10 designed to permit Currently Enrolled Class Members to complete and submit online the Claim
11 Form and to permit all Class Members to submit online opt out requests.

12 **D. Long Form Notice**

13 1. Contents of Long Form Notice

14 The Long Form Notice shall be substantially in the form of Exhibit D, and shall advise Class
15 Members of the following:

16 a. General Terms: The Long Form Notice shall contain a plain and
17 concise description of the nature of the Action and the Settlement Agreement, including how the
18 Settlement Agreement will provide benefits to the Class and Class Members, what claims are
19 released under the Settlement Agreement and other relevant terms and conditions.

20 b. Opt-Out Rights: The Long Form Notice shall inform Class Members
21 that they have the right to opt out of the Settlement Agreement. The Long Form Notice shall provide
22 the deadlines and procedures for exercising this right.

23 c. Objection to Settlement: The Long Form Notice shall inform Class
24 Members of their right to object to the Settlement Agreement and to appear at the Final Approval
25 Hearing. The Long Form Notice shall provide the deadlines and procedures for exercising these
26 rights.

27 d. Fees and Expenses: The Long Form Notice shall inform Class
28 Members about the amount being sought by Class Counsel as attorneys' fees and expenses, and the

1 amount sought by the Class Representative as a service award, and will explain that Road Runner
2 will pay these fees, expenses and service award upon Court approval in addition to the other
3 settlement benefits made available to Class Members by this Settlement Agreement.

4 2. Dissemination of Long Form Notice

5 The Long Form Notice shall be available to view and download on the Settlement Website,
6 referenced in the Mail Notice, and hyperlinked from the Email Notice. The Settlement Administrator
7 shall send via U.S. Mail the Long Form Notice to those persons who request it in writing.

8 **E. Toll-Free Telephone Number**

9 The Settlement Administrator shall establish a toll-free telephone number that will provide
10 settlement-related information to Class Members, including the information described in Section
11 III.D.1.a-d above.

12 **IV. SETTLEMENT ADMINISTRATOR**

13 **A.** The Parties jointly agree on and designate, subject to Court approval, Epiq as the
14 Settlement Administrator for this Settlement Agreement. The cost of notice and administration of
15 the settlement by the Settlement Administrator shall be paid directly by Road Runner. In the event
16 the Court does not give final approval to this Settlement Agreement, the Settlement Administrator
17 shall immediately stop any and all activity on this settlement and will not be paid for activity taking
18 place thereafter.

19 **B.** All Settlement Administrator fees, charges, and expenses reasonably incurred in the
20 administration of the settlement shall be paid separately and directly by or on behalf of Defendant
21 to the Settlement Administrator. Any such fees, charges, and expenses shall neither reduce nor
22 diminish any other benefits provided under the settlement.

23 **C.** The Settlement Administrator shall be responsible for, without limitation:
24 (a) sending or arranging for the sending of the Email Notice; (b) printing, mailing or arranging for
25 the mailing of the Mail Notice; (c) handling returned mail and emails not delivered to Class
26 Members; (d) making any additional mailings required under the terms of this Settlement
27 Agreement; (e) responding to requests for the Long Form Notice; (f) receiving and maintaining on
28 behalf of the Court any Class Member correspondence regarding Requests for Exclusion and

1 objections to the Settlement Agreement; (g) forwarding written inquiries from Class Members to
2 Class Counsel for a response, if warranted; (h) establishing a post-office box for the receipt of any
3 correspondence; (i) responding to requests from Class Counsel and Road Runner's Counsel
4 consistent with this Settlement Agreement; (j) establishing the Settlement Website and toll-free
5 voice response unit with message capabilities to which Class Members may refer for information
6 about the Action and the Settlement Agreement; and (k) otherwise implementing and assisting with
7 the dissemination of the notice of the Settlement Agreement. The Settlement Administrator shall
8 also be responsible for, without limitation, implementing the terms of the Claim Process and related
9 administrative activities. The Settlement Administrator shall be responsible for consulting on Class
10 Notice, and for providing declarations regarding the notice and administration process. The
11 Settlement Administrator shall coordinate their activities to minimize costs in effectuating the terms
12 of this Settlement Agreement.

13 **D.** If the Settlement Administrator makes a material or fraudulent misrepresentation to
14 any Party, conceals requested material information, or fails to perform adequately on behalf of Road
15 Runner or the Class, the Parties may agree to remove the Settlement Administrator. Disputes
16 regarding the retention or dismissal of the Settlement Administrator shall be referred to the Court
17 for resolution.

18 **E.** The Settlement Administrator may retain one or more persons to assist in the
19 completion of his or her responsibilities.

20 **F.** Not later than five (5) court days before the Final Approval Hearing, the Settlement
21 Administrator shall file with the Court a list of those persons who have excluded themselves from
22 this settlement and details regarding the method and results of the Notice Plan.

23 **G.** The Settlement Administrator and the Parties shall promptly after receipt provide
24 copies of any Requests for Exclusion, objections and/or related correspondence to each other.

25 **V. RELEASE AND WAIVER**

26 **A.** The Release of the Released Claims shall take effect upon the Effective Date.
27
28

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

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

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

8 A general release does not extend to claims that the creditor or releasing party does
9 not know or suspect to exist in his or her favor at the time of executing the release
10 and that, if known by him or her, would have materially affected his or her settlement
with the debtor or released party.

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

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

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

26 **G.** Nothing in this Release shall preclude any action to enforce the terms of the
27 Settlement Agreement, including participation in any of the processes detailed herein.
28

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

4 **VI. REQUESTS FOR EXCLUSION**

5 **A.** Any Class Member who wishes to be excluded from the Class must submit a written
6 Request for Exclusion. The Request for Exclusion may be submitted via a link from the Settlement
7 Website or may be mailed to the Settlement Administrator at the address provided in the Long Form
8 Notice and on the Settlement Website. To be timely, Requests for Exclusion must be submitted via
9 the Settlement Website or postmarked by the Opt-Out Date. The Request for Exclusion should state
10 that the person is a Class Member and wants to be excluded from the Class, must be signed by the
11 Class Member, and otherwise comply with the terms stated in the Long Form Notice and
12 Preliminary Approval Order. The Settlement Administrator shall promptly forward copies of the
13 Requests for Exclusion to Class Counsel and Road Runner's Counsel. A list reflecting all timely
14 Requests for Exclusion shall be filed with the Court no later than five (5) court days before the Final
15 Approval Hearing. If a Class Member files a Request for Exclusion, he or she may not file an
16 objection.

17 **B.** Any Class Member who does not file a timely written Request for Exclusion as
18 provided in Section VI.A shall be bound by all subsequent proceedings, orders and judgments,
19 including, but not limited to, the Release and the Final Approval Order.

20 **VII. OBJECTIONS TO SETTLEMENT**

21 **A.** Any Class Member who has not submitted a timely Request for Exclusion and who
22 wishes to object to the fairness, reasonableness, or adequacy of this Settlement Agreement must file
23 with the Court and serve on the Parties' counsel by the Objection Date a written statement of his or
24 her objections. The written objection of any Class Member must include: (a) a heading which refers
25 to the Action; (b) the objector's full name, telephone number, and address (the objector's actual
26 residential address must be included); (c) if represented by counsel, the full name, telephone
27 number, and address of all such counsel; (d) all of the reasons for his or her objection; (e) whether
28 the objector intends to appear at the Final Approval Hearing on his or her own behalf or through

1 counsel; (f) a statement that the objector is a Class Member and, if known, his or her former or
2 current VIP Rewards Membership number; and (g) the objector's dated, handwritten signature (an
3 electronic signature or attorney's signature are not sufficient). Any document supporting the
4 objection must also be attached to the objection. If any testimony is proposed to be given in support
5 of the objection, the name(s) of any person(s) who will testify must be set forth in the objection.
6 Class Members may file an objection either on their own or through an attorney retained at their
7 own expense.

8 **B.** Any Class Member who files and serves a written objection, as described in Section
9 VII.A, may appear at the Final Approval Hearing, either in person or through personal counsel hired
10 at the Class Member's expense, to object to the fairness, reasonableness, or adequacy of this
11 Settlement Agreement and any of the terms it contains, including the requested award of attorney
12 fees and expenses. Class Members or their attorneys who intend to make an appearance at the Final
13 Approval Hearing must file with the Court a notice of intention to appear, and serve the notice on
14 Class Counsel and Road Runner's Counsel as identified in the Long Form Notice, by the date
15 ordered by the Court.

16 **C.** Any Class Member who fails to comply with the provisions of Sections VII.A and
17 VII.B above shall be deemed to have waived and forfeited any and all rights he or she may have to
18 appear separately and object, whether by a subsequent objection, intervention, appeal, or any other
19 process, and shall be bound by all the terms of this Settlement Agreement and by all proceedings,
20 orders and judgments. The exclusive means for any challenge to the Settlement Agreement shall be
21 through the provisions of this Section VII. Without limiting the foregoing, any challenge to the
22 Settlement Agreement or Final Approval Order shall be pursuant to an appeal under the applicable
23 appellate rules, including obtaining permission to intervene, and not through a collateral attack.
24 Class Members may not both object to the settlement and opt out of the settlement.

25 **D.** Any Class Member who objects to the Settlement Agreement shall be entitled to all
26 of the benefits of the settlement if the Settlement Agreement and the terms contained herein are
27 approved, as long as the objecting Class Member complies with all requirements of this Settlement
28

1 Agreement applicable to Class Members, including the timely submission of a Claim Form (if
2 applicable).

3 **VIII. ATTORNEY FEES, COSTS AND EXPENSES AND CLASS REPRESENTATIVE**
4 **SERVICE AWARD**

5 **A.** After agreeing to the principal terms set forth in this Settlement Agreement, Class
6 Counsel and Road Runner's Counsel negotiated the amount of attorneys' fees, costs and expenses
7 that, separate and apart from the consideration for this settlement, following application to the Court
8 and subject to Court approval, will be paid by Road Runner to Class Counsel. The Parties attended
9 a mediation session with the Hon. Louis Meisinger on May 14, 2025. Following mediation, the
10 Parties agreed to the mediator's proposal that the amount of attorneys' fees, costs, and expenses
11 shall be \$6,500,000, subject to the Court's approval. Class Counsel will make an application for an
12 award of attorneys' fees and for reimbursement of expenses in the amount of \$6,500,000. Road
13 Runner agrees to pay the amount awarded by the Court and will not oppose an application for an
14 award of attorneys' fees and expenses in the amount of \$6,500,000, but reserves the right to
15 challenge any award of attorneys' fees and expenses exceeding that amount.

16 **B.** Class Counsel, in their sole discretion, shall allocate and distribute this attorneys' fee
17 and expense award between Class Counsel. Road Runner shall not be responsible for any other fees
18 or expenses incurred by Class Counsel, Plaintiff's Counsel, or Plaintiff.

19 **C.** Class Counsel will petition the Court for a service award of \$10,000 for the Class
20 Representative, Michael O'Connor, for acting as the Class Representative in the Action and for his
21 time and involvement in the Action on behalf of and for the benefit of the Class. Any Court-approved
22 service award is in addition to the benefits that the Class Representative is entitled to receive as a
23 member of the Class.

24 **D.** The attorneys' fees, costs and expenses and Class Representative service award
25 awarded by the Court will be paid by Road Runner into an account controlled by Class Counsel
26 within fifteen (15) business days after (i) the entry of an order from the Court preliminarily
27 approving the Settlement, and (ii) the date on which Class Counsel provides sufficient written
28 payment instructions to Road Runner (including (a) bank name, (b) bank address, (c) account

number, (d) account name, and (e) ABA routing number), which shall be immediately releasable upon the Final Approval Date, subject to the terms of this Settlement Agreement, including the refund provisions set forth below. Payment shall not be delayed by any objections or appeals, provided that the Court's Final Approval Order remains in effect and the Settlement has not been terminated or otherwise rendered null and void. In the event the settlement is not approved, or is terminated, cancelled, or fails to become effective for any reason, within ten (10) business days after written notification is sent by Road Runner, Class Counsel shall refund to Road Runner the attorneys' fees, costs and expenses and Class Representative service award awarded by the Court.

E. The Court's award of attorneys' fees and expenses and the Class Representative service award will not affect the remainder of the settlement.

IX. PRELIMINARY APPROVAL ORDER, FINAL APPROVAL ORDER, AND RELATED ORDERS

A. This Settlement Agreement is subject to and conditioned upon the issuance by the Court of the Preliminary Approval Order and the Final Approval Order, which grants final approval of the Settlement Agreement, and provides the relief specified herein.

B. The Parties shall seek from the Court a Preliminary Approval Order in a form substantially similar to Exhibit B. The Preliminary Approval Order shall, among other terms:

1. Preliminarily approve the Settlement Agreement;
2. Order the dissemination of the Class Notice and the taking of all necessary and appropriate steps to accomplish this task;
3. Determine that the Class Notice complies with all legal requirements;
4. Schedule a date and time for a Final Approval Hearing to determine whether the Settlement Agreement should be finally approved by the Court;
5. Require Class Members who wish to exclude themselves to submit a timely written Request for Exclusion as directed in this Settlement Agreement and Long Form Notice;
6. Require Class Members who wish to object to this Settlement Agreement to file and serve a timely written statement as directed in this Settlement Agreement and Long Form Notice;

1 7. Require attorneys representing Class Members objecting to the Settlement
2 Agreement to file and serve a notice of appearance as directed in this Settlement Agreement and
3 Long Form Notice;

4 8. Appoint the Settlement Administrator;

5 9. Authorize Road Runner to take all necessary and appropriate steps to
6 establish the means necessary to implement the Settlement Agreement; and

7 10. Issue other related orders to effectuate the preliminary approval of the
8 Settlement Agreement.

9 C. The Parties shall seek to obtain from the Court a Final Approval Order substantially
10 in the form of Exhibit C. The Final Approval Order shall, among other terms:

11 1. Find that the Court has personal jurisdiction over all Class Members, that the
12 Court has subject matter jurisdiction over the claims asserted in the Action, and that venue is proper;

13 2. Finally approve the Settlement Agreement;

14 3. Find that the Class Notice and the Notice Plan in form and method of
15 dissemination complies with applicable laws;

16 4. Describe the Released Claims set forth in the Settlement Agreement and
17 make the Release effective as of the Effective Date;

18 5. Authorize the Parties to implement the terms of the Settlement Agreement;

19 6. Retain jurisdiction relating to the administration, consummation,
20 enforcement, and interpretation of the Settlement Agreement, the Final Approval Order, and for any
21 other necessary purpose, pursuant to California Civil Code § 664.6 or otherwise; and

22 7. Issue related orders to effectuate the final approval of the Settlement
23 Agreement and its implementation.

24 **X. SOLVENCY, BANKRUPTCY AND ACQUISITION PROTECTIONS**

25 A. Road Runner warrants and represents that it is not “insolvent” within the meaning of
26 11 U.S.C. § 101(32) as of the date of execution of this Settlement Agreement and as of the date any
27 payment required by the Settlement Agreement is made.
28

1 B. Road Runner further represents that it is not currently contemplating or intending to
2 seek relief under Title 11 of the United States Code (Bankruptcy Code) or similar state laws within
3 the next twelve (12) months.

4 C. Any payment of attorney fees, costs, expenses, or service awards made pursuant to
5 this Settlement Agreement shall be deemed to be made in trust and for the benefit of the Class, and
6 not as a transfer of property of Road Runner's bankruptcy estate within the meaning of 11 U.S.C.
7 § 541.

8 D. Road Runner agrees that, in the event of any bankruptcy filing, it will not assert that
9 the automatic stay under 11 U.S.C. § 362 bars the continued performance of this Settlement
10 Agreement. If necessary, Road Runner shall promptly seek relief from the stay to allow compliance
11 with this Settlement Agreement.

12 E. In the event of a bankruptcy proceeding, Road Runner stipulates that any payment
13 or performance obligations under this Settlement Agreement shall not be subordinated under 11
14 U.S.C. § 510 and shall be treated as administrative or priority claims to the fullest extent permitted
15 by law.

16 F. In the event a final, non-appealable order of a court of competent jurisdiction
17 determines that any payment made by or on behalf of either Defendant under this Settlement
18 Agreement constitutes a preference, voidable transfer, fraudulent conveyance, or similar transfer
19 under Title 11 of the United States Code or applicable state law, and such funds (or any portion
20 thereof) are required to be returned or disgorged, and are not promptly replaced by or on behalf of
21 that Defendant, then Class Counsel, in their sole discretion, may: (1) elect to attempt to terminate
22 the Settlement Agreement as to that Defendant, in which case the releases and judgment entered in
23 that Defendant's favor may become null and void, while remaining in effect for the other Defendant;
24 or (2) elect to attempt to terminate the Settlement Agreement in its entirety, in which case all releases
25 and judgments entered pursuant to the Settlement Agreement may become null and void, and the
26 Parties may revert to their respective positions as if the Settlement Agreement had not been
27 executed.
28

1 G. In the event Class Counsel elects to attempt to terminate the Settlement Agreement
2 only as to the affected Defendant, the Settlement Agreement shall remain binding as to all other
3 Defendant(s) not subject to such an order, and the Releases and Judgments as to such Party(ies)
4 shall remain in full force and effect.

5 H. Any agreement to acquire Road Runner reached within twelve (12) months of the
6 approval of the Settlement Agreement shall be conditioned on the acquirer's written agreement to
7 maintain the injunctive relief set forth in the Settlement Agreement and Exhibit A, or functionally
8 equivalent measures, for not less than twenty-four (24) months following the Effective Date.

9 **XI. MODIFICATION OR TERMINATION OF THIS SETTLEMENT AGREEMENT**

10 A. The terms and provisions of this Settlement Agreement may be amended, modified,
11 or expanded by written agreement of the Parties and approval of the Court; provided, however, that
12 after entry of the Preliminary and/or Final Approval Order, the Parties may by written agreement
13 effect such amendments, modifications, or expansions of this Settlement Agreement and its
14 implementing documents (including all exhibits hereto) without further notice to the Class or
15 approval by the Court if such changes are consistent with the Court's Preliminary and/or Final
16 Approval Order and do not limit the rights of Class Members under this Settlement Agreement.

17 B. This Settlement Agreement shall terminate at the discretion of either Road Runner
18 or the Class Representative, through Class Counsel, if: (1) the Court, or any appellate court(s),
19 rejects, modifies, or denies approval of any portion of the Settlement Agreement that the terminating
20 Party in its sole judgment and discretion reasonably determines is material, including, without
21 limitation, the terms of relief, the findings, or conclusions of the Court, the provisions relating to
22 notice, and/or the terms of the Release; or (2) the Court, or any appellate court, does not enter or
23 completely affirm, or alters, narrows or expands, any portion of the Final Approval Order, or any of
24 the Court's findings of fact or conclusions of law, that the terminating Party in its judgment and
25 discretion reasonably determines is material. The terminating Party must exercise the option to
26 withdraw from and terminate this Settlement Agreement, as provided in this Section XI.B, by a
27 signed writing served on the other Party no later than twenty (20) days after receiving notice of the
28 event prompting the termination.

1 **C.** If an option to withdraw from and terminate this Settlement Agreement arises under
2 Section XI.B above, neither Road Runner nor the Class Representative is required for any reason or
3 under any circumstance to exercise that option and any exercise of that option shall be in good faith.

4 **D.** If, but only if, this Settlement Agreement is terminated pursuant to Section XI.B,
5 above, then:

6 1. This Settlement Agreement shall be null and void and shall have no force or
7 effect, and no Party to this Settlement Agreement shall be bound by any of its terms, except for the
8 terms of Section XI.D herein;

9 2. All of the provisions of the Settlement Agreement, and all negotiations,
10 statements, and proceedings relating to it shall be without prejudice to the rights of Road Runner,
11 the Class Representative, or any Class Member, all of whom shall be restored to their respective
12 positions existing immediately before the execution of this Settlement Agreement, except that the
13 Parties shall cooperate in requesting that the Court set a new scheduling order such that no Party's
14 substantive or procedural rights are prejudiced by the settlement negotiations and proceedings;

15 3. Road Runner expressly and affirmatively reserves all defenses, arguments,
16 and motions as to all claims that have been or might later be asserted in the Action;

17 4. The Class Representative and all other Class Members expressly and
18 affirmatively reserve and do not waive all motions as to, and arguments in support of, all claims,
19 causes of actions or remedies that have been or might later be asserted in Action;

20 5. Road Runner expressly and affirmatively reserves and does not waive all
21 motions and positions as to, and arguments in support of, all defenses to the causes of action or
22 remedies that have been sought or might be later asserted in the Action;

23 6. Neither this Settlement Agreement, the fact of its having been made, nor the
24 negotiations leading to it, nor any discovery obtained by a Party or Class Member pursuant to this
25 Settlement Agreement shall be admissible or entered into evidence for any purpose whatsoever;

26 7. All reasonable costs approved by the Court that are incurred in connection
27 with the settlement, including, but not limited to, notice, publication, claims administration and
28 customer communications are the sole responsibility of Road Runner and will be paid by Road

1 Runner. Neither the Class Representative nor Class Counsel shall be responsible for any of these
2 costs or other settlement-related costs; and

3 8. Notwithstanding the terms of this paragraph, if the Settlement Agreement is
4 not consummated, Class Counsel may include any time spent in settlement efforts as part of any fee
5 petition filed at the conclusion of the case, and Road Runner reserves the right to object to the
6 reasonableness of such requested fees.

7 **XII. GENERAL MATTERS AND RESERVATIONS**

8 **A.** Nothing contained in this Settlement Agreement, or in any document or instrument
9 contemplated by the Settlement Agreement, is to be construed as an admission of wrongdoing or
10 liability by either Party, such wrongdoing and liability being expressly denied and there being no
11 final adjudication regarding wrongdoing and liability. The Settlement Agreement has been entered
12 into solely as a compromise of all claims for the purpose of concluding the disputes between the
13 Parties, and this Settlement Agreement may not be used by any third party against any Party.

14 **B.** Class Counsel represent that: (1) they are authorized by the Class Representative to
15 enter into this Settlement Agreement with respect to the claims in this Action; and (2) they are
16 seeking to protect the interests of the Class.

17 **C.** The Parties acknowledge and agree that no opinion concerning the tax consequences
18 of the settlement to Class Members has, is, or will be given by the Parties, Class Counsel, or Road
19 Runner's Counsel, nor are any representations or warranties in this regard made by virtue of this
20 Settlement Agreement. Each Class Member's tax obligations if any, and the determination thereof,
21 are the sole responsibility of the Class Member.

22 **D.** Road Runner represents and warrants that the individual(s) executing this Settlement
23 Agreement are authorized to enter into this Settlement Agreement on behalf of Road Runner.

24 **E.** This Settlement Agreement, complete with its exhibits, sets forth the sole and entire
25 agreement among the Parties with respect to its subject matter, and it may not be altered, amended,
26 or modified except by written instrument executed by Class Counsel and Road Runner's Counsel.
27 The Parties expressly acknowledge that no other agreements, arrangements, or understandings not
28 expressed in this Settlement Agreement exist among or between them, and that in deciding to enter

into this Settlement Agreement, they rely solely upon their judgment and knowledge. This Settlement Agreement supersedes any prior agreements, understandings, or undertakings (written or oral) by and between the Parties regarding the subject matter of this Settlement Agreement.

F. This Settlement Agreement and any amendments thereto shall be governed by and interpreted according to the law of the State of California notwithstanding its conflict of laws provisions.

G. Any disagreement and/or action to enforce this Settlement Agreement shall be commenced and maintained only in the Superior Court of California, County of San Diego.

H. Whenever this Settlement Agreement requires or contemplates that one of the Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-day (excluding Saturdays, Sundays and Federal Holidays) express delivery service as follows:

1. If to Road Runner, then to:
James R. Lance
Genevieve M. Sauter
Noonan Lance Boyer & Banach LLP
701 Island Avenue, Suite 400
San Diego, CA 92101
Tel: (619) 780-0880
Fax: (619) 780-0877
E-mail: jlance@noonanlance.com
E-mail: gsauter@noonanlance.com

2. If to the Class, then to:
Timothy G. Blood
Thomas J. O'Reardon II
Adam M. Bucci
Blood Hurst & O'Reardon, LLP
501 West Broadway, Suite 1490
San Diego, CA 92101
Tel: (619) 338-1100
Fax: (619) 338-1101
E-mail: tblood@bholaw.com
E-mail: toreardon@bholaw.com
E-mail: abucci@bholaw.com

and

Frank J. Johnson
Kristen O'Connor
Johnson Fistel, PLLP
501 West Broadway, Suite 800
San Diego, CA 92101
Tel: (619) 230-0063
Fax: (619) 255-1856

E-mail: FrankJ@johnsonfistel.com
E-mail: KristenO@johnsonfistel.com

I. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Settlement Agreement or by order of the Court, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a State Holiday, or, when the act to be done is the filing of a paper in court, a day on which weather or other conditions have made the office of the clerk of the court inaccessible, in which event the period shall run until the end of the next day that is not one of the aforementioned days. As used in this Section "State Holiday" includes New Year's Day, Birthday of Martin Luther King, Jr., Lincoln's Birthday, Presidents' Day, Cesar Chavez Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Native American Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, and any other day recognized by the Superior Court of California, County of San Diego.

J. The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

K. The Class, Class Representative, Class Counsel, Road Runner or Road Runner's Counsel shall not be deemed to be the drafter of this Settlement Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter. All Parties agree that this Settlement Agreement was drafted by counsel for the Parties during arm's length negotiations. No parol or other evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties or their counsel, or the circumstances under which this Settlement Agreement was made or executed.

L. The Parties expressly acknowledge and agree that this Settlement Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, and correspondence, constitute an offer of compromise and a compromise within the meaning of California Rules of Evidence § 1152 and Federal Rule of Evidence 408. In no event shall this Settlement Agreement, any of its provisions or any negotiations, statements or court proceedings

1 relating to its provisions in any way be construed as, offered as, received as, used as, or deemed to
2 be evidence of any kind in the Action, any other action, or in any judicial, administrative, regulatory
3 or other proceeding, except in a proceeding to enforce this Settlement Agreement or the rights of
4 the Parties or their counsel. Without limiting the foregoing, neither this Settlement Agreement nor
5 any related negotiations, statements, or court proceedings shall be construed as, offered as, received
6 as, used as, or deemed to be evidence or an admission or concession of any liability or wrongdoing
7 whatsoever on the part of any person or entity, including, but not limited to, the Released Parties,
8 Class Representative, or the Class or as a waiver by the Released Parties, Class Representative or
9 the Class of any applicable privileges, claims or defenses.

10 **M.** The Class Representative expressly affirms that he made the allegations contained in
11 the operative complaint in good faith but considers it desirable for the Action to be settled because
12 of the substantial benefits that the Settlement Agreement will provide to Class Members and the risk
13 of further litigation.

14 **N.** The Parties, their successors and assigns, and their counsel undertake to implement
15 the terms of this Settlement Agreement in good faith, and to use good faith in resolving any disputes
16 that may arise in the implementation of the terms of this Settlement Agreement.

17 **O.** The waiver by one Party of any breach of this Settlement Agreement by another Party
18 shall not be deemed a waiver of any prior or subsequent breach of this Settlement Agreement.

19 **P.** If one Party to this Settlement Agreement considers another Party to be in breach of
20 its obligations under this Settlement Agreement, that Party must provide the breaching Party with
21 written notice of the alleged breach and provide a reasonable opportunity to cure the breach before
22 taking any action to enforce any rights under this Settlement Agreement.

23 **Q.** The Parties and their counsel agree to cooperate fully with one another in seeking
24 Court approval of this Settlement and to use their best efforts to obtain prompt Court approval of
25 the settlement.

26 **R.** This Settlement Agreement may be signed with a facsimile signature and in
27 counterparts, each of which shall constitute a duplicate original.
28

1 S. In the event any one or more of the provisions contained in this Settlement
2 Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such
3 invalidity, illegality, or unenforceability shall not affect any other provision if Road Runner and
4 Class Counsel mutually agree in writing to proceed as if such invalid, illegal, or unenforceable
5 provision had never been included in this Settlement Agreement. Any such agreement shall be
6 reviewed and approved by the Court before it becomes effective.

7 T. Notwithstanding any provisions of this Settlement Agreement, Road Runner shall
8 provide to the Settlement Administrator such information and assistance as reasonably necessary
9 to allow the Settlement Administrator to fulfill its obligations under the terms of this Settlement
10 Agreement including providing all Class Member contact information.

11 **IN WITNESS WHEREOF**, the Parties have read and understood the terms and conditions
12 of this Agreement, agree to be bound by all of its provisions, and have executed this Settlement
13 Agreement on the date shown by their signatures below.

14 **APPROVED AND AGREED TO BY CLASS COUNSEL**
15 **AS AUTHORIZED BY THE CLASS REPRESENTATIVE**

16 BY


TIMOTHY G. BLOOD
BLOOD HURST & O'REARDON, LLP

DATE: May 29, 2025

18
19
20 BY


FRANK J. JOHNSON
JOHNSON FISTEL, PLLP

DATE: May 29, 2025

22
23 **APPROVED AND AGREED TO BY ROAD RUNNER SPORTS, INC.**
24 **AND ROAD RUNNER SPORTS RETAIL, INC.**

25
26 BY


JAMES R. LANCE
NOONAN LANCE BOYER & BANACH LLP

DATE: May 29, 2025

EXHIBIT A

EXHIBIT A - INJUNCTIVE RELIEF

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.

EXHIBIT B

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO – CENTRAL DIVISION

SUSAN COSTA, an individual, on behalf of
herself and all others similarly situated,

Plaintiff,

v.

ROAD RUNNER SPORTS, INC., ROAD
RUNNER SPORTS RETAIL, INC., and
DOES 1-50, inclusive,

Defendants.

Case No. 37-2020-00017100-CU-MC-CTL

CLASS ACTION

Assigned for All Purposes to:
Joel R. Wohlfeil
Department C-73

**[PROPOSED] PRELIMINARY APPROVAL
ORDER**

Complaint Filed: May 26, 2020

1 WHEREAS, this Action was filed on May 26, 2020;

2 WHEREAS, Plaintiff Michael O'Connor, on behalf of himself and members of the certified
3 class, and Defendants Road Runner Sports, Inc. and Road Runner Sports Retail, Inc. (together,
4 "Defendants") have entered into a Settlement Agreement resolving the Action, subject to Court
5 approval;

6 WHEREAS, the Action was settled as a result of arm's-length negotiations by counsel
7 experienced in similar litigation after investigation and discovery sufficient to permit counsel and
8 the Court to act knowingly; and

9 WHEREAS, the Parties have made an application for an order preliminarily approving the
10 settlement of this certified class action, and approving the form and method of notice upon the terms
11 and conditions set forth in the Settlement Agreement filed with this Court on May 30, 2025, together
12 with all exhibits thereto, and the Court having considered the Settlement Agreement, together with
13 all exhibits thereto and records in this case, and the arguments of counsel at a hearing held on June
14 13, 2025.

15 THEREFORE, for good cause appearing, it is hereby ordered as follows:

16 **I. THE SETTLEMENT AGREEMENT IS PRELIMINARILY APPROVED, AND THE**
17 **FINAL APPROVAL HEARING IS SET; PROVISIONS FOR EXCLUSION AND**
18 **OBJECTIONS**

19 1. The Court hereby preliminarily approves the Settlement Agreement and the terms
20 and conditions of settlement set forth in the Settlement Agreement as fair, reasonable and adequate.
21 The terms of the Settlement Agreement are sufficiently within the range of reasonableness to
22 warrant notice to the Class and are subject to further consideration thereof at the Final Approval
23 Hearing.

24 2. The Court will hold a Final Approval Hearing on _____ at ____ a.m., in
25 Department C-73 at the Superior Court for the County of San Diego, 330 West Broadway, San
26 Diego, to consider: (a) whether the proposed settlement of the Action on the terms set forth in the
27 Settlement Agreement should be approved as fair, just, reasonable, adequate and in the best interests
28 of the Class; (b) the application by Class Counsel for an award of attorney fees, costs and expenses;

1 (c) the application for a Class Representative service award; (d) the Release of the Released Claims
2 as set forth in the Settlement Agreement; (e) whether the Court should enter the [Proposed] Final
3 Order and Judgment; and (e) ruling upon such other matters as the Court may deem just and
4 appropriate.

5 3. The Final Approval Hearing may, and without further notice to the Class Members
6 (except those who have filed timely and valid objections), be continued or adjourned by order of the
7 Court.

8 4. The Parties may further modify the Settlement Agreement prior to the Final Approval
9 Hearing so long as such modification does not materially change the terms of the settlement
10 provided thereunder. The Court may approve the Settlement Agreement with such modifications as
11 may be agreed to by the Parties, if appropriate, without further notice to the Class Members.

12 5. Objections by any Class Member to: (a) the fairness, reasonableness, or adequacy of
13 the Settlement Agreement; (b) an award of attorney fees and expenses; or (c) a service award to the
14 Class Representative, shall be heard, and any papers submitted in support of said objection shall be
15 considered by the Court at the Final Approval Hearing only if, on or before thirty (30) days before
16 the date first set for the Final Approval Hearing (see Paragraph 2 above), such objector files with
17 the Clerk of the Superior Court of the County of San Diego and serves upon the Parties' counsel a
18 written objection consistent with the terms of the Class Notice, i.e.: (i) a heading which refers to the
19 Action; (ii) the objector's full name, telephone number, and address (the objector's actual residential
20 address must be included); (iii) if represented by counsel, the full name, telephone number, and
21 address of all such counsel; (iv) all of the reasons for his or her objection; (v) whether the objector
22 intends to appear at the Final Approval Hearing on his or her own behalf or through counsel; (vi) a
23 statement that the objector is a Class Member and, if known, his or her former or current VIP
24 Rewards Membership number; and (vii) the objector's dated, handwritten signature (an electronic
25 signature or attorney's signature are not sufficient).

26 6. Any documents supporting the objection must also be attached to the objection. If
27 any testimony is proposed to be given in support of the objection, the names of all persons who will
28 testify at the Final Approval Hearing must be set forth in the objection. To be considered for hearing,

1 all objections must be actually received by the counsel identified in the Class Notice on or before
2 thirty (30) days before the date first set for the Final Approval Hearing (see Paragraph 2 above). A
3 Class Member need not appear at the Final Approval Hearing for his or her objection to be
4 considered. However, any Class Member may enter an appearance in the Action at his or her own
5 expense, individually or through counsel. Notices of Appearance must be filed with the Court and
6 served on the Parties identified in the Class Notice on or before thirty (30) days before the date first
7 set for the Final Approval Hearing (see Paragraph 2 above). All Class Members who do not enter
8 an appearance will be represented by Class Counsel.

9 7. Any Class Member who wishes to opt out of the Class must mail a written Request
10 for Exclusion to the Settlement Administrator, postmarked or delivered no later than thirty (30) days
11 before the date first set for the Final Approval Hearing (see Paragraph 2 above). The written request
12 should state that the person is a Class Member and wants to be excluded from the Class, must be
13 signed by the Class Member, and otherwise comply with the requirements for exclusion as set forth
14 in the Class Notice. Any Class Member who does not submit a valid and timely Request for
15 Exclusion will be bound by the judgment and orders in this Action.

16 8. No later than forty-four (44) days before the Final Approval Hearing, the Parties shall
17 file their opening papers in support of their motion for final approval of the settlement and the
18 application for an award of attorney fees, expenses and the service award. No later than five (5)
19 court days before the Final Approval Hearing, the Parties shall file their reply papers as needed,
20 including as needed to respond to objections. The reply papers shall be served upon any objector
21 who has complied with the provisions of Paragraphs I.5 and I.6 of this Order.

22 **II. THE COURT APPROVES THE FORM AND METHOD OF CLASS NOTICE**

23 1. Having considered the notices attached as Exhibits D, E and F to the Settlement
24 Agreement, and the Notice Plan as set forth in the Settlement Agreement, the Court approves the
25 forms and contents of the Class notices and the Notice Plan.
26
27
28

2. The Court appoints Epiq as Settlement Administrator. The Settlement Administrator shall disseminate the Class Notice and supervise and carry out the Notice Plan, the Claim Process, and other administrative functions.

3. Within twenty-eight (28) days of this Order, the Settlement Administrator is ordered to disseminate the Class Notice pursuant to the Settlement Agreement and Notice Plan.

4. The Court finds that the notice to the Class Members regarding settlement of this Action, including the content of the notices and method of dissemination to the Class Members in accordance with the terms of Settlement Agreement, constitute the best notice practicable under the circumstances, and constitute valid, due and sufficient notice to all Class Members, complying fully with the requirements of California Code of Civil Procedure § 382, California Civil Code § 1781, California Rules of Court, Rules 3.766 and 3.769(f), and the California and United States Constitutions.

5. The costs of the Settlement Administrator, including disseminating the Class Notice and otherwise implementing the Notice Plan and administering the Claims Process in accordance with the Settlement Agreement shall be paid by Defendants.

6. No later than five (5) court days before the Final Approval Hearing, a list of those persons who have excluded themselves from this proposed settlement shall be filed with this Court.

IT IS SO ORDERED.

Dated:

By:

HON. JOEL R. WOHLFEIL
JUDGE OF THE SUPERIOR COURT

EXHIBIT C

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO – CENTRAL DIVISION**

SUSAN COSTA, an individual, on behalf of
herself and all others similarly situated,

Plaintiff,

v.

ROAD RUNNER SPORTS, INC., ROAD
RUNNER SPORTS RETAIL, INC., and
DOES 1-50, inclusive,

Defendants.

Case No. 37-2020-00017100-CU-MC-CTL

CLASS ACTION

Assigned for All Purposes to:
Joel R. Wohlfeil
Department C-73

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

Complaint Filed: May 26, 2020

1 This matter came on for hearing on ____, 2025. The Court has considered the Settlement
2 Agreement, objections regarding the proposed settlement submitted by [ADD NAMES OF
3 OBJECTORS, IF ANY], the submissions of the Parties, the record in the Action, the evidence
4 presented, and the arguments presented by counsel. Good cause appearing,

5 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

6 1. The Court, for purposes of this Final Approval Order and Judgment (“Judgment”)
7 adopts and incorporates the terms and conditions set forth in the Settlement Agreement filed with
8 this Court on May 30, 2025. Throughout this Judgment, the capitalized words are given the same
9 meaning ascribed in the Settlement Agreement.

10 2. The Parties to the Settlement Agreement are Plaintiff Michael O’Connor and
11 Defendants Road Runner Sports, Inc. and Road Runner Sports Retail, Inc. (together, “Defendants”).
12 This Court has jurisdiction over the subject matter of this litigation and over all Parties to the Action
13 and Class Members who did not timely exclude themselves from the Class.

14 3. The Class covered by this Judgment includes all persons within California who were
15 enrolled into a Road Runner VIP Rewards Membership at any time between July 1, 2013, and May
16 1, 2025, and who were charged a fee to renew their membership. “Persons within California who
17 were enrolled into a Road Runner VIP Membership” includes only the person whose name is on the
18 membership if it is a family membership, and excludes family members from the Class. Excluded
19 from the Class are those customers whose renewal fees have been fully refunded and those who
20 filed a timely request for exclusion as listed on Exhibit A attached to this Final Approval Order and
21 Judgment. Also excluded from the Class are: (a) Road Runner and its respective officers, directors,
22 employees, principals, affiliated entities, controlling entities, agents and other affiliates; (b) the
23 agents, affiliates, legal representatives, heirs, attorneys at law, attorneys in fact, or assignees of such
24 persons or entities described herein; and (c) the judge(s) assigned to the Action and any members
25 of their immediate families.

26 4. All Class Members who did not exclude themselves from the Class are bound by this
27 Judgment and the terms of the Settlement Agreement.

28 5. The Court finds that the Class Notice and the Notice Plan implemented pursuant to

1 the Settlement Agreement and Preliminary Approval Order constituted the best notice practicable
2 under the circumstances to all persons within the definition of the Class and fully complied with the
3 due process requirement under all applicable statutes and laws and with the California Rules of
4 Court.

5 6. The Court hereby adopts and approves the Settlement Agreement, and finds that it is
6 in all respects fair, reasonable, adequate, just and in compliance with all applicable requirements of
7 the California Code of Civil Procedure (“C.C.P.”) and the California Civil Code (“Cal. Civ. Code”),
8 the United States Constitution (including the Due Process Clause), and all other applicable laws,
9 and in the best interests of the Parties and the Class. The objections submitted by the Class Members
10 identified above have been considered and are overruled. Accordingly, the Court directs the Parties
11 and their counsel to implement and consummate this settlement in accordance with the terms and
12 conditions of the Settlement Agreement.

13 7. The Class Representative and each Class Member by operation of this Final
14 Approval Order and Judgment have as of the Effective Date fully, finally and forever released,
15 relinquished and discharged all Released Claims against the Released Parties in accordance with the
16 Settlement Agreement. The Class Representative has as of the Effective Date, finally, fully, and
17 forever expressly waived and relinquished with respect to the Released Claims, any and all
18 provisions, rights, and benefits of California Civil Code § 1542.

19 8. Class Counsel have applied for an award of attorney fees, costs and expenses in the
20 amount of \$6,500,000 to be paid by Defendants, upon Court approval, in addition to the relief
21 provided for in the Settlement Agreement. The Court finds that these attorney fees, costs and
22 expenses are reasonable and were reasonably incurred in the course of the litigation. Class Counsel
23 is entitled to payment of these fees and expenses in the manner set forth in the Settlement
24 Agreement. Class Counsel have also applied for the payment of a service award for Class
25 Representative Michael O’Connor in the amount of \$10,000. The Court finds this service award is
26 reasonable and directs that it be paid as set forth in the Settlement Agreement.

27 9. Without affecting the finality of this Order and Judgment in any way, this Court
28 hereby retains continuing jurisdiction over the administration, consummation, enforcement, and

1 interpretation of the Settlement Agreement, this Judgment, and for any other necessary purpose,
2 pursuant to California Rules of Court, Rules 3.769, California Code of Civil Procedure § 664.6, or
3 otherwise.

4 10. The Settlement Agreement and this Judgment are not admissions of liability or fault
5 by Defendants or the Released Parties, or a finding of the validity of any claims or of any
6 wrongdoing or violation of law by Defendants. Neither this Final Approval Order and Judgment,
7 nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall
8 be offered as evidence or received in evidence in any pending or future civil, criminal, or
9 administrative action or proceeding to establish any liability of, or admission by Defendants.
10 Notwithstanding the foregoing, nothing in this Final Approval Order and Judgment shall be
11 interpreted to prohibit its use in a proceeding to consummate or enforce the Settlement Agreement,
12 or to defend against the assertion of the Released Claims in any other proceeding, or as otherwise
13 required by law.

14 11. The Clerk of the Court is hereby ordered to enter this Judgment forthwith. Final
15 Judgment is hereby entered on this ____ day of _____, 2025.

16 **IT IS SO ORDERED.**

17 Dated:

18 By:

HON. JOEL R. WOHLFEIL
JUDGE OF THE SUPERIOR COURT

EXHIBIT D

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

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
DO NOTHING	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.	
SUBMIT A CLAIM FORM FOR ADDITIONAL CASH REWARDS (CURRENT VIP MEMBERS ONLY)	<p>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.</p> <p>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</p>	Submit a Claim Form by: Month DD, 2025

QUESTIONS? CALL 1-888-861-7341, OR VISIT WWW.ROADRUNNERLAWSUIT.COM

	Rewards Cash (\$25 total Rewards Cash), you must submit a Claim Form no later than Month, DD, 2025 .	
EXCLUDE YOURSELF	Ask to be excluded from (opt out) of 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.	Submit an Exclusion: Month, DD, 2025
OBJECT	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.	Deadline to file an Objection: Month, DD, 2025
ATTEND THE FINAL APPROVAL HEARING	Ask to speak to the Court about the fairness of the Settlement.	Deadline to file a Notice of Appearance: Month, DD, 2025

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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 www.RoadRunnerLawsuit.com or 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

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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.

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 **MONTH, DAY, 2025**. The Claim Form asks for just two pieces of information: (1) your Unique ID and PIN (they are located on

QUESTIONS? CALL 1-888-861-7341, OR VISIT WWW.ROADRUNNERLAWSUIT.COM

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 and click "Lookup Unique ID" for assistance.

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

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 **MONTH, DAY, 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.

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

Road Runner Settlement Administrator

P.O. Box 2228

Portland, OR 92708-2228

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.

- 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.

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 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 92708-2288. 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 **Month Day, 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 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:

Timothy G. Blood Thomas J. O'Reardon II Blood Hurst & O'Reardon, LLP 501 West Broadway, Suite 1490 San Diego, CA 92101 Tel: (619) 338-1100 Email: info@bholaw.com Website: www.bholaw.com	Frank J. Johnson Kristen O'Connor Johnson Fistel PLLP 501 West Broadway, Suite 800 San Diego, CA 92101 Tel: (619) 230-0063 Email: contactus@johnsonfistel.com Website: www.johnsonfistel.com
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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.

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) received no later than **Month DD, 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 **[0:00 AM/PM] on [Month Day], 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. 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.

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 **Month 00, 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

QUESTIONS? CALL 1-888-861-7341, OR VISIT WWW.ROADRUNNERLAWSUIT.COM

Settlement Agreement. You can get a copy of the Settlement Agreement at 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 92708-2228; or go to 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

EXHIBIT E

From:
To:
Subject: Road Runner VIP Membership: Class Action Settlement Notice

Notice of Class Action Settlement

A Court authorized this notice. This is not a solicitation from a lawyer.

Dear [Recipient],

If you were enrolled in a Road Runner Sports VIP Rewards Membership, a proposed class action settlement may affect your rights. Please read this notice carefully.

Learn more at www.RoadRunnerLawsuit.com.

Your Unique ID is **XXXXX** and PIN is **XXXX**. Read below for details.

Why am I receiving this notice? Road Runner's records indicate you are currently enrolled in a VIP Rewards Membership and were charged a renewal fee. If so, you may be a "Class Member" and entitled to receive Rewards Cash and a discount on your next renewal fee.

This email is being sent to you by Court order. To view the detailed [Long Form Class Notice](#) or [Settlement Agreement](#) visit www.RoadRunnerLawsuit.com.

What does the Settlement Provide? You will automatically receive \$10 off your next renewal fee and \$15 Rewards Cash deposited into your Road Runner VIP account. No action is required to receive these benefits.

Can I get more Rewards Cash? Yes. If you believe you were damaged by Road Runner's automatic renewal, you can get an **additional \$10 Rewards Cash (totaling \$25)**, by clicking [here](#) to submit a [Claim Form](#) online. On the Claim Form you must include this **Unique ID: XXXXX and PIN: XXXX**.

You can also mail the claim form to: Road Runner Settlement Administrator, P.O. Box 2228, Portland, OR 92708-2228. Your claim must be submitted online or postmarked by **MONTH, DAY, 2025**.

Will Road Runner change its practices? Yes. Road Runner will make significant changes to the VIP Rewards enrollment, renewal and cancellation process.

What are my other options? If you want the benefits, you don't need to do anything. If you don't want to be legally bound by the Settlement or receive any benefits from it, you must submit a Request for Exclusion postmarked or submitted online at www.RoadRunnerLawsuit.com by **MONTH DAY, 2025**, or you won't be able to start or be part of any other lawsuit against Road Runner about the claims in this case. You may also object to the settlement by **MONTH, DAY, 2025**. The detailed Long Form Class Notice at the RoadRunnerLawsuit.com website explains the requirements for excluding yourself or objecting.

The Final Approval Hearing. The Court will hold a hearing in this case (*Costa v. Road Runner Sports, Inc.*, Case No. 37-2020-00017100-CU-MC-CTL (San Diego County Superior Court)) on **MONTH, DAY, 2025 at TIME**. At that hearing, the Court will consider whether to approve this Settlement, attorneys' fees, reimbursement of expenses, a Class Representative service award, and any objections. If awarded, the attorneys' fees, reimbursement of expenses, and service award will be paid by Road Runner and will not reduce any Class Member benefits. You or your attorney may ask to appear at the hearing, but you don't have to. The Court has appointed attorneys from the law firms Blood Hurst & O'Reardon, LLP and Johnson Fistel, PLLP to represent the Class. You will not be charged for these lawyers. If you want your own lawyer, you may hire one at your expense.

Questions? More information about the Settlement, your rights, and options can be found in the Long Form Class Notice and Settlement Agreement available at www.RoadRunnerLawsuit.com or by calling 1-888-861-7341. Please do not reply directly to this email.

Court-approved Legal Notice

From:
To:
Subject: Road Runner VIP Membership: Class Action Settlement Notice

Notice of Class Action Settlement

A Court authorized this notice. This is not a solicitation from a lawyer.

Dear [Recipient],

If you were enrolled in a Road Runner Sports VIP Rewards Membership, a proposed class action settlement may affect your rights. Please read this notice carefully.

Learn more at www.RoadRunnerLawsuit.com.

Why am I receiving this notice? Road Runner's records indicate you were enrolled in a VIP Rewards Membership and were charged a renewal fee. If so, you may be a "Class Member" and entitled to receive a Free VIP Family Rewards Membership and Rewards Cash.

This email is being sent to you by Court order. To view the detailed [Long Form Class Notice](#) or [Settlement Agreement](#) visit www.RoadRunnerLawsuit.com.

What does the Settlement provide? As a formerly enrolled VIP member, you'll automatically receive \$25 in Rewards Cash plus a free 12-month VIP Family Rewards Membership, which includes 10% savings and 5% in VIP Rewards Cash on every order, free shipping, and 90-day "perfect fit" guarantee. Your membership won't automatically renew after the year, unless you separately do so at then-current rates.

How to use your free membership: (1) In-Store: Visit a Road Runner store and tell the employee you have a VIP Family Rewards Membership, providing the email address at which you received this notice; (2) Online: Go to www.RoadRunnerSports.com and log in with the email address used to receive this notice. Need Help? Call Road Runner at 1-800-743-3206 for assistance.

Will Road Runner change its practices? Yes. Road Runner will make significant changes to the VIP Rewards enrollment, renewal and cancellation process.

What are my other options? If you want the benefits, you don't need to do anything. If you don't want to be legally bound by the Settlement or receive any benefits from it, you must submit a Request for Exclusion postmarked or submitted online at www.RoadRunnerLawsuit.com by **MONTH DAY, 2025**, or you won't be able to start or be part of any other lawsuit against Road Runner about the claims in this case. You may also object to the Settlement by **MONTH, DAY, 2025**. The detailed Long Form Class Notice at the **RoadRunnerLawsuit.com** website explains the requirements for excluding yourself or objecting.

The Final Approval Hearing. The Court will hold a hearing in this case (*Costa v. Road Runner Sports, Inc.*, Case No. 37-2020-00017100-CU-MC-CTL (San Diego County Superior Court)) on **MONTH, DAY, 2025** at **TIME**. At that hearing, the Court will consider whether to approve this Settlement, attorneys' fees, reimbursement of expenses, a Class Representative service award, and any objections. If awarded, the attorneys' fees, reimbursement of expenses, and service award will be paid by Road Runner and will not reduce any Class Member benefits. You or your attorney may ask to appear at the hearing, but you don't have to. The Court has appointed attorneys from the law firms Blood Hurst & O'Reardon, LLP and Johnson Fistel, PLLP to represent the Class. You will not be charged for these lawyers. If you want your own lawyer, you may hire one at your expense.

Questions? More information about the Settlement, your rights, and options can be found in the Long Form Class Notice and Settlement Agreement available at www.RoadRunnerLawsuit.com or by calling 1-888-861-7341. Please do not reply directly to this email.

Court-approved Legal Notice

From:
To:
Subject: Road Runner VIP Membership: Class Action Settlement Notice

Notice of Class Action Settlement

A Court authorized this notice. This is not a solicitation from a lawyer.

Dear [Recipient],

If you were enrolled in a Road Runner Sports VIP Rewards Membership, a proposed class action settlement may affect your rights. Please read this notice carefully.

Learn more at www.RoadRunnerLawsuit.com.

Why am I receiving this notice? Road Runner's records indicate you were enrolled in a VIP Rewards Membership and were charged a renewal fee. If so, you may be a "Class Member" and entitled to receive a Free VIP Family Rewards Membership and Rewards Cash.

This email is being sent to you by Court order. To view the detailed [Long Form Class Notice](#) or [Settlement Agreement](#) visit www.RoadRunnerLawsuit.com.

What does the Settlement provide? As a formerly enrolled VIP member, you'll automatically receive \$15 in Rewards Cash plus a free 12-month VIP Family Rewards Membership, which includes 10% savings and 5% in VIP Rewards Cash on every order, free shipping, and 90-day "perfect fit" guarantee. Your membership won't automatically renew after the year, unless you separately do so at then-current rates.

How to use your free membership: (1) In-Store: Visit a Road Runner store and tell the employee you have a VIP Family Rewards Membership, providing the email address at which you received this notice; (2) Online: Go to www.RoadRunnerSports.com and log in with the email address used to receive this notice. Need Help? Call Road Runner at 1-800-743-3206 for assistance.

Will Road Runner change its practices? Yes. Road Runner will make significant changes to the VIP Rewards enrollment, renewal and cancellation process.

What are my other options? If you want the benefits, you don't need to do anything. If you don't want to be legally bound by the Settlement or receive any benefits from it, you must submit a Request for Exclusion postmarked or submitted online at www.RoadRunnerLawsuit.com by **MONTH DAY, 2025**, or you won't be able to start or be part of any other lawsuit against Road Runner about the claims in this case. You may also object to the Settlement by **MONTH, DAY, 2025**. The detailed Long Form Class Notice at the **RoadRunnerLawsuit.com** website explains the requirements for excluding yourself or objecting.

The Final Approval Hearing. The Court will hold a hearing in this case (*Costa v. Road Runner Sports, Inc.*, Case No. 37-2020-00017100-CU-MC-CTL (San Diego County Superior Court)) on **MONTH, DAY, 2025** at **TIME**. At that hearing, the Court will consider whether to approve this Settlement, attorneys' fees, reimbursement of expenses, a Class Representative service award, and any objections. If awarded, the attorneys' fees, reimbursement of expenses, and service award will be paid by Road Runner and will not reduce any Class Member benefits. You or your attorney may ask to appear at the hearing, but you don't have to. The Court has appointed attorneys from the law firms Blood Hurst & O'Reardon, LLP and Johnson Fistel, PLLP to represent the Class. You will not be charged for these lawyers. If you want your own lawyer, you may hire one at your expense.

Questions? More information about the Settlement, your rights, and options can be found in the Long Form Class Notice and Settlement Agreement available at www.RoadRunnerLawsuit.com or by calling 1-888-861-7341. Please do not reply directly to this email.

Court-approved Legal Notice

EXHIBIT F

Costa v. Road Runner
Case No. 37-2020-00017100
(San Diego County Sup. Ct.)

Road Runner Settlement Administrator
P.O. Box 2228
Portland, OR 92708-2228

First-Class
Mail
US Postage
Paid
Permit #__

Court Approved Legal Notice

If you were enrolled in a Road Runner VIP Rewards Membership at any time from July 1, 2013, to May 1, 2025, a class action settlement may affect your rights.

A California Superior Court has authorized this Notice. This is not a solicitation from a lawyer.

www.RoadRunnerLawsuit.com

1-888-861-7341

Forwarding Service Requested



Postal Service: Please do not mark barcode

<<First Name>> <<Last Name>>

<<Street1>> <<Street 2>>

<<City>>, <<State>> <<Zip>>

Unique ID: <<Unique ID>>

PIN: <<Code>>

You're receiving this because Road Runner's records indicate you're currently enrolled in a VIP Rewards Membership and were charged a renewal fee. If so, you may be a "Class Member" and entitled to receive Rewards Cash and a discount on your next renewal fee.

What does the Settlement provide? You will automatically receive \$10 off your next renewal fee and \$15 in Rewards Cash deposited into your Road Runner VIP account. No action is required to receive these benefits.

Can I get more Rewards Cash? Yes. If you believe you were damaged by Road Runner's automatic renewal, you can get an **additional \$10 in Rewards Cash (totaling \$25)**, by submitting a **Claim Form** at **www.RoadRunnerLawsuit.com**. Include your **Unique ID: XXXXX** and **PIN: XXXX**. You can also mail it to: Road Runner Settlement Administrator, PO Box 2228, Portland, OR 92708-2228. Your claim must be submitted by **MONTH, DAY, 2025**.

Will Road Runner change its practices? Yes. Road Runner will make significant changes to the VIP Rewards enrollment, renewal and cancellation process.

What are my options? If you want the benefits, you don't need to do anything. If you don't want to be legally bound by the Settlement or receive any benefits from it, you must submit a Request for Exclusion postmarked or submitted online at www.RoadRunnerLawsuit.com by **MONTH DAY, 2025**, or you won't be able to start or be part of any other lawsuit against Road Runner about the claims in this case. You may also object to the settlement by **MONTH, DAY, 2025**. The detailed Long Form Class Notice at the **RoadRunnerLawsuit.com** website explains the requirements for excluding yourself or objecting.

The Court will hold a hearing on **MONTH, DAY, 2025** at **TIME** to consider approval of the Settlement, attorneys' fees, reimbursement of expenses, a Class Representative service award, and any objections. If awarded, the fees, expenses, and service award will be paid by Road Runner and will not reduce any Class Member benefits. You or your attorney may appear at the hearing, but don't have to. The Court has appointed attorneys from the law firms Blood Hurst & O'Reardon, LLP and Johnson Fistel, PLLP to represent the Class. You will not be charged for these lawyers. If you want your own lawyer, you may hire one at your expense.

Questions? More information about the Settlement, your rights, and options can be found in the Long Form Class Notice and Settlement Agreement available at **www.RoadRunnerLawsuit.com** or by calling 1-888-861-7341.

Costa v. Road Runner
Case No. 37-2020-00017100
(San Diego County Sup. Ct.)

Road Runner Settlement Administrator
P.O. Box 2228
Portland, OR 92708-2228

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www.RoadRunnerLawsuit.com

1-888-861-7341

Forwarding Service Requested



Postal Service: Please do not mark barcode

<<First Name>> <<Last Name>>
<<Street 1>> <<Street 2>>
<<City>>, <<State>> <<Zip>>

You're receiving this because Road Runner's records indicate you were enrolled in a VIP Rewards Membership and were charged a renewal fee. If so, you may be a "Class Member" and entitled to receive a Free VIP Family Rewards Membership and Rewards Cash.

What does the Settlement provide? As a formerly enrolled VIP member, you'll automatically receive \$25 Rewards Cash plus a free 12-month VIP Family Rewards Membership, which includes 10% savings and 5% in VIP Rewards Cash on every order, free shipping, and 90-day "perfect fit" guarantee. Your membership won't automatically renew after the year, unless you separately do so at then-current rates.

How to use your free membership: (1) In-Store: Visit a Road Runner store and tell the employee you have a VIP Family Rewards Membership; (2) Online: First, call Road Runner at 1-800-743-3206 and provide the email address you would like to use for your account. Then, go to www.RoadRunnerSports.com, and log in with the email address provided to access your account. Need Help? Call Road Runner at 1-800-743-3206 for assistance.

Will Road Runner change its practices? Yes. Road Runner will make significant changes to the VIP Rewards enrollment, renewal and cancellation process.

What are my options? If you want the benefits, you don't need to do anything. If you don't want to be legally bound by the Settlement or receive any benefits from it, you must submit a Request for Exclusion postmarked or submitted online at www.RoadRunnerLawsuit.com by **MONTH DAY, 2025**, or you won't be able to start or be part of any other lawsuit against Road Runner about the claims in this case. You may also object to the settlement by **MONTH, DAY, 2025**. The detailed Long Form Class Notice at the **RoadRunnerLawsuit.com** website explains the requirements for excluding yourself or objecting.

The Court will hold a hearing on **MONTH, DAY, 2025** at **TIME** to consider approval of the Settlement, attorneys' fees, reimbursement of expenses, a Class Representative service award, and any objections. If awarded, the fees, expenses, and service award will be paid by Road Runner and will not reduce any Class Member benefits. You or your attorney may appear at the hearing, but don't have to. The Court has appointed attorneys from the law firms Blood Hurst & O'Reardon, LLP and Johnson Fistel, PLLP to represent the Class. You will not be charged for these lawyers. If you want your own lawyer, you may hire one at your expense.

Questions? More information about the Settlement, your rights, and options can be found in the Long Form Class Notice and Settlement Agreement available at **www.RoadRunnerLawsuit.com** or by calling 1-888-861-7341.

Costa v. Road Runner
Case No. 37-2020-00017100
(San Diego County Sup. Ct.)

Road Runner Settlement Administrator
P.O. Box 2228
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A California Superior Court has authorized this Notice. This is not a solicitation from a lawyer.

www.RoadRunnerLawsuit.com

1-888-861-7341

Forwarding Service Requested



Postal Service: Please do not mark barcode

<<First Name>> <<Last Name>>

<<Street1>> <<Street 2>>

<<City>>, <<State>> <<Zip>>

You're receiving this because Road Runner's records indicate you were enrolled in a VIP Rewards Membership and were charged a renewal fee. If so, you may be a "Class Member" and entitled to receive a Free VIP Family Rewards Membership and Rewards Cash.

What does the Settlement provide? As a formerly enrolled VIP member, you'll automatically receive \$15 in Rewards Cash plus a free 12-month VIP Family Rewards Membership, which includes 10% savings and 5% in VIP Rewards Cash on every order, free shipping, and 90-day "perfect fit" guarantee. Your membership won't automatically renew after the year, unless you separately do so at then-current rates.

How to use your free membership: (1) In-Store: Visit a Road Runner store and tell the employee you have a VIP Family Rewards Membership; (2) Online: First, call Road Runner at 1-800-743-3206 and provide the email address you would like to use for your account. Then, go to www.RoadRunnerSports.com, and log in with the email address provided to access your account. Need Help? Call Road Runner at 1-800-743-3206 for assistance.

Will Road Runner change its practices? Yes. Road Runner will make significant changes to the VIP Rewards enrollment, renewal and cancellation process.

What are my options? If you want the benefits, you don't need to do anything. If you don't want to be legally bound by the Settlement or receive any benefits from it, you must submit a Request for Exclusion postmarked or submitted online at www.RoadRunnerLawsuit.com by **MONTH DAY, 2025**, or you won't be able to start or be part of any other lawsuit against Road Runner about the claims in this case. You may also object to the settlement by **MONTH, DAY, 2025**. The detailed Long Form Class Notice at the **RoadRunnerLawsuit.com** website explains the requirements for excluding yourself or objecting.

The Court will hold a hearing on **MONTH, DAY, 2025** at **TIME** to consider approval of the Settlement, attorneys' fees, reimbursement of expenses, a Class Representative service award, and any objections. If awarded, the fees, expenses, and service award will be paid by Road Runner and will not reduce any Class Member benefits. You or your attorney may appear at the hearing, but don't have to. The Court has appointed attorneys from the law firms Blood Hurst & O'Reardon, LLP and Johnson Fistel, PLLP to represent the Class. You will not be charged for these lawyers. If you want your own lawyer, you may hire one at your expense.

Questions? More information about the Settlement, your rights, and options can be found in the Long Form Class Notice and Settlement Agreement available at **www.RoadRunnerLawsuit.com** or by calling 1-888-861-7341.

EXHIBIT G

Submit Claim (***Currently Enrolled VIP Rewards Members Only***)

DEADLINE: Must be submitted by MONTH DAY, 2025. [top of form]

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

If you received a notice via email or postcard with a **Unique ID** and **PIN**, please enter the codes you were provided below.

Unique ID*

PIN*

[Where can I find my Unique ID and PIN?](#) [link to “Lookup Unique ID” page]

*I’m submitting this claim because I believe I was damaged by Road Runner’s automatic renewal practice.

Submit

THE DEADLINE TO SUBMIT A CLAIM FORM IS [**claim filing deadline**].

Questions? Visit www.RoadRunnerLawsuit.com/FAQ or call 1-888-861-7341

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

Susan Costa v. Road Runner Sports, Inc.

Case No. 37-2020-00017100-CU-MC-CTL
San Diego County Superior Court

CLAIM FORM

You must submit a Claim Form by **MONTH DAY, 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; 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 and click "Lookup Unique ID" for assistance.

Claims must be submitted online or postmarked by **MONTH DAY, 2025.**

I AM A CURRENT ROAD RUNNER VIP REWARDS MEMBER.

[illegible]

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[illegible][illegible][illegible][illegible][illegible]

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[illegible]

Signature:*

Date: * _____