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CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Settlement" or the "Agreement") is made and entered by and between Plaintiffs Christine Dumm, Ally Stoneham, and Joseph Kelley ("Plaintiffs" or "Class Representatives"), individually and on behalf of the Settlement Class (as defined herein), and Defendant Interactive Memories, Inc. d/b/a Mixbook ("Defendant"), and is subject to approval in the action *Ally Stoneham, et al. v. Interactive Memories, Inc. d/b/a Mixbook,* filed in the Circuit Court of the State of Oregon (the "Court").

I. DEFINITIONS

As used in this Agreement and all related documents, the following terms have the following meanings:

A. "**Action**" means *Ally Stoneham, et al. v. Interactive Memories, Inc. d/b/a Mixbook*, Case No. 26CV06317 (Or. Cir.).

B. "**Administration Costs**" means the actual costs reasonably charged by the Settlement Administrator for its services as provided for in this Agreement (e.g., costs of providing notice to persons in the Settlement Class) , issuing Cash Benefits , processing Claim Forms, and maintaining a settlement website.

C. "**Agreement**" means this Settlement Agreement, including the notices and other documents attached as exhibits to this Agreement, and any amendments thereto

D. "**Cash Benefit(s)**" means the twelve-dollar ($12.00) monetary payment, in the form of electronic payment or check, to a Settlement Class Member who properly elects to receive a Cash Benefit through a valid Claim Form.

E. **"Cash Benefit Fund"** means a cash fund, the amount of which shall be established after the expiration of the Claim Period, which shall equal the total Cash Benefit to be awarded to all Settlement Class Members who properly elected to receive a Cash Benefit through a valid Claim Form.

F. "**Claim Form(s)**" means the claim form submitted by a Settlement Class Member, in substantially the same form as "**Exhibit D**," which shall offer each Settlement Class Member

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the opportunity to elect to receive a Cash Benefit. To properly submit a Claim Form, each Settlement Class Member who elects to receive the Cash Benefit must follow all instructions on the Claim Form. Failure to submit a completed Claim Form with all requested information shall result in such Settlement Class Member receiving a Website Credit in lieu of a Cash Benefit.

G. "**Claim Deadline**" means the date **sixty (60) calendar days** after the Notice Date, or such other deadline to file a Claim as set by the Court.

H. "**Claim Period**" means the time period in which Settlement Class Members may submit a Claim Form. The Claim Period begins on the Notice Date and expires on the Claim Deadline. A Claim Form that is submitted after the end of the Class Period shall not be valid hereunder.

I. "**Claim Process**" means the process for Settlement Class Members' submission of Claims, as described in this Agreement and ordered by the Court.

J. "**Class Notice**" means all types of notice that will be provided to the Settlement Class, as described in this Agreement and ordered by the Court.

K. "**Class Counsel**" means Dovel & Luner, LLP.

L. "**Class Period**" means June 1, 2022 to March 1, 2026.

M. **"Effective Date"** means: if there are no objections, the date of Final Approval; if there are objections, the date upon which the last (in time) of the following events occurs: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order, (ii) the date of completion, in a manner that finally affirms and leaves in place the Final Approval Order without any material modification, of all proceedings arising out of any appeal(s) of the Final Approval Order, (iii) the date of final dismissal of any appeal of, or the final dismissal or resolution of any proceeding on certiorari with respect to, the Final Approval Order, or (iv) the date upon which the final objection is withdrawn.

N. "**Email Notice**" means notice of the proposed Settlement to be provided to Settlement Class Members substantially in the same form attached hereto as "**Exhibit A**".

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O. **"Fairness Hearing**" or "**Final Approval Hearing**" means the hearing at or after which the Court will make a final decision whether to approve this Agreement and the Settlement set forth herein as fair, reasonable and adequate and to enter the Final Approval Order.

P. **"Fee Award"** means the amount of attorneys' fees, costs, and reimbursement of expenses ultimately awarded by the Court to Class Counsel.

Q. "**Final Approval**" means the date the Court finally approves the Settlement of this Action, including but not limited to, the terms and conditions of this Agreement.

R. "**Final Approval Order**" means both the order and judgment, whether entered separately or together, that the Court enters upon finally approving the Settlement in connection with the Fairness Hearing.

S. **"Incentive Award(s)"** means a reasonable payment, subject to Court approval, made to the named Plaintiffs as compensation for their efforts and diligence in pursuing this Action.

T. "**Long Form Notice**" means notice of the proposed Settlement to be provided to the Settlement Class in substantially the same form as "**Exhibit B.**"

U. "**Mail Notice**" means notice of the proposed Settlement to be provided to Settlement Class Members by first class mail, if necessary, in substantially the same form as "**Exhibit C**."

V. "**Notice Deadline**" or "**Notice Date**" means the date no later than thirty (30) calendar days after Preliminary Approval, or such other date set by the Court, on which the notice described in this Agreement is first issued.

W. "**Objection/Exclusion Deadline**" means the deadline to object or seek exclusion from the Settlement, which shall be the date that is thirty (30) calendar days after the Notice Date, or such other date set by the Court.

X. "**Parties**" or "**Party**" means the Class Representatives and Defendant.

Y. "Person" or "Persons" means an individual or individuals and shall exclude a corporation, partnership, limited partnership, association, joint stock company, estate, legal

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representative, organization, trust, unincorporated association, union, government or any political subdivision or agency thereof, any business or legal entity.

Z. "**Preliminary Approval**" means the date the Court preliminarily approves the Settlement of the Action, including but not limited to, the Class Notice and the terms and conditions of this Agreement.

AA. "**Preliminary Approval Order**" means the proposed order to be submitted to the Court in connection with the preliminary approval hearing on the Settlement.

BB. "**Released Claims**" means all claims to be released pursuant to this Agreement.

CC. "**Settlement Administrator**" means the third-party agent or administrator agreed to by the Parties and appointed by the Court. The Parties agree that, subject to the Court's approval, the Parties will jointly select an independent entity to implement the Class Notice requirements of this Agreement. The Parties will attempt to negotiate a fair price for the settlement administration services with the Settlement Administrator.

DD. "**Settlement Award(s)**" means the Website Credits or Cash Benefits provided to Settlement Class Members.

EE. "**Settlement Class**" means:

- All persons who, during the Class Period, purchased one or more products advertised at a discount from Defendant's website, mixbook.com, while in the state of California ("California Settlement Subclass");
- All persons who, during the Class Period, purchased one or more products advertised at a discount from Defendant's website, mixbook.com, while in the state of Washington ("Washington Settlement Subclass"); and
- All persons who, during the Class Period, purchased one or more products advertised at a discount from Defendant's website, mixbook.com, while in the state of Oregon ("Oregon Settlement Subclass").

Membership in the Settlement Class will be determined from Defendant's records. If a person claims to be a Class Member, but is not included in Defendant's records, they may provide

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evidence of Class membership in the form of an email confirmation or receipt showing that they purchased one or more products advertised at a discount from Defendant's website, mixbook.com, during the Class Period while in California, Oregon, or Washington. Excluded from the Settlement Class are all persons who canceled or received a full refund of their qualifying Mixbook purchases; persons who validly opt out of the Settlement in a timely manner; counsel of record (and their respective law firms) for the Parties; any experts retained by the Parties for this matter; Defendant and any of its parents, affiliates, subsidiaries, independent service providers and all of their respective officers and directors; the presiding judge in the Action or judicial officer presiding over the matter, and all of their immediate families and judicial staff; and any natural person or entity that entered into a release with Defendant prior to the Effective Date arising from the same representations, advertising, marketing and/or sales on Defendant's website, www.mixbook.com, underlying the claims in the Consolidated Complaint in the Action.

FF. "**Settlement Class Member(s)**" means any person who is a member of the Settlement Class and has not submitted a valid request for exclusion.

GG. "**Settlement Website**" means the website to be established by the Settlement Administrator for purpose of providing notice and other information regarding this Agreement, as described in this Agreement.

HH. **"Website Credit(s)"** means the twelve-dollar ($12.00) credits issued to each Settlement Class Member who does not receive a Cash Benefit, which can be applied toward any purchase made on www.mixbook.com. One Website Credit will be issued automatically by Mixbook to each Settlement Class Member who does not elect to receive a Cash Benefit. Website Credits are subject to additional terms and conditions, as set forth in Section III(C).

II. "**Website Notice**" means the notice made available on the Settlement Website pursuant to this Agreement, including the Long Form Notice.

II. LITIGATION BACKGROUND

A. Plaintiffs allege that, during the Class Period, Defendant deceptively advertised discounts of its products on its website, mixbook.com, and elsewhere (the "claims"). Based on

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these allegations, Plaintiff Christine Dumm filed suit on August 28, 2025, in the Northern District of California, alleging claims on behalf of herself and a class of others similarly situated, primarily under California law. On February 2, 2026, Plaintiff Ally Stoneham also filed suit in the Circuit Court of the State of Oregon, asserting similar claims under Oregon law. Plaintiff Joesph Kelley also filed suit against Defendant, bringing his own allegations concerning Defendant's pricing representations under Washington law. Pursuant to Section III(A) of this Agreement, Plaintiffs filed a Consolidated Complaint in the *Stoneham* action, alleging violations of certain California, Washington, and Oregon consumer protection statutes, and bringing claims for breach of contract, breach of express warranty, quasi-contract/unjust enrichment, and intentional and negligent misrepresentation. *Stoneham v. Interactive Memories, Inc.*, No. 26CV06317, Am. Compl. (Or. Cir. Ct. Mar. 17, 2026) ("Consolidated Complaint"). This Consolidated Complaint seeks injunctive relief, compensatory damages, and restitution in amounts by which Defendant was allegedly unjustly enriched based on its product sales.

B. Defendant expressly denies any liability or wrongdoing of any kind or that Plaintiffs or any putative Class member has been damaged in any amount or at all in connection with the claims alleged in the Action, and further contends that, for any purpose other than Settlement, this Action is not appropriate for class treatment. Defendant does not admit or concede any actual or potential fault, wrongdoing, or liability against it in the Action or any other actions. Defendant maintained during the entire pendency of the Action, and continues to maintain, that the challenged advertising practices are not deceptive or misleading as a matter of law.

C. The Parties began discussing settlement in December 2025, and engaged in negotiations regarding the claims over a several month period. The Parties scheduled a mediation, and, in the lead up to it, exchanged initial disclosures and engaged in limited discovery, including financial and sales records relevant to the claims and alleged damages. Plaintiffs' Counsel spent time and effort analyzing these records to understand Defendant's liability and the potential damages models available to Plaintiffs. The Parties also prepared comprehensive mediation briefs that discussed the claims, defenses, and alleged damages in detail.

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D. The Parties participated in a full-day mediation on February 11, 2026, with well-regarded mediator Jill R. Sperber of Judicate West. After a full day of discussions, and with the assistance of the mediator, the Parties were able to reach an agreement in principle. The Parties drafted a term sheet, which was fully executed on February 12, 2026. As a result of these lengthy, substantive, and good faith negotiations, Class Counsel was able to assess thoroughly the claims of the Settlement Class Members and Defendant's marketing practices and Defendant's defenses.

E. Based on the above-outlined investigation and litigation, the current state of the law, the expense, burden, and time necessary to prosecute the Claims through trial and possible appeals, the risks and uncertainty of further prosecution of the Claims considering the defenses at issue, the sharply contested legal and factual issues involved, and the relative benefits to be conferred upon the Settlement Class Members pursuant to this Agreement, Plaintiffs and Class Counsel have concluded that a Settlement with Defendant on the terms set forth in this Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class, given all known facts and circumstances.

III. TERMS OF SETTLEMENT

In consideration of the mutual covenants and promises set forth herein, and subject to Court approval, the Parties agree as follows:

A. Consolidation of the Actions for Settlement Purposes: The Parties agree that Plaintiffs Dumm and Kelley will dismiss their currently filed actions without prejudice, and that Plaintiffs will file a Consolidated Complaint in Plaintiff Stoneham's currently filed case in the Circuit Court of the State of Oregon adding claims on behalf of Dumm and Kelley, as well as claims on behalf of the California and Washington Subclasses. To conserve judicial and party resources, the Parties will seek approval of the Settlement in this single, consolidated action. To facilitate the goals of resolution hereunder and to conserve judicial and party resources, Defendant will not contest personal jurisdiction or venue in the Oregon case as to any Class Representative or Class Member for Settlement purposes only.

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B. Conditional Certification of Class. For Settlement purposes only, and without any finding or admission of any wrongdoing or fault by Defendant, and solely pursuant to the terms of this Agreement, the Parties consent to and agree to the establishment of a conditional certification of the Settlement Class pursuant to the applicable rules governing class actions. This certification is conditional on the Court's approval of this Agreement. Defendant supports certification of the Settlement Class for settlement purposes only. In the event the Court does not approve all material terms of the Agreement, or if the Agreement is voluntarily or involuntarily terminated for any reason, then certification of the Settlement Class shall be void and this Agreement and all orders entered in connection therewith, including but not limited to any order conditionally certifying the Settlement Class, shall become null and void and shall be of no further force and effect and shall not be used or referred to for any purposes whatsoever in the Action or in any other case or controversy. And, in such an event, this Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all Parties hereto, who shall be restored to their respective positions as of the date of this Agreement, and Defendant has not and shall not be deemed to have waived any opposition or defenses it has to any aspect of the claims asserted herein or to whether those claims are amenable to class-based treatment. Defendant supports certification of the Settlement Class for settlement purposes only. In the event the Settlement is not preliminarily approved, the Parties agree to resume settlement discussions in good faith for at least twenty-one (21) calendar days. If after twenty-one (21) calendar days the Parties have not agreed to amended settlement terms, then all litigation deadlines and dates shall be set by the Court.

C. Relief for the Settlement Class.

1. Benefits to Settlement Class Members: Subject to the rights, terms, and conditions of this Agreement, each Settlement Class Member who submits a valid Claim Form will receive a cash payment (Cash Benefit) in the amount of twelve dollars ($12.00). Each Settlement Class Member who does not properly submit a valid Claim Form will automatically receive a website credit (Website Credit) in the amount of twelve dollars ($12.00). Defendant

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represents and warrants, based on its records, that there are approximately 166,134 Settlement Class Members. Accordingly, the Parties estimate that the total value of the Cash Benefits and Website Credits that will be distributed to Settlement Class Members under this Settlement is approximately $1,993,608.

2. Funding of Cash Benefit Fund. Within **fourteen (14) calendar days** of the Effective Date, Defendant shall cause to be paid to the Settlement Administrator an amount equal to the Cash Benefit Fund. The Cash Benefit Fund will be distributed to Settlement Class Members in accordance with the terms of this Agreement. In no circumstances will any of it revert back to Defendant.

3. Cash Benefit Election and Delivery: If a Settlement Class Member properly submits a valid Claim Form electing to receive a Cash Benefit, the Settlement Class Member will receive the payment they are due under this Agreement in the form of a Cash Benefit, to be paid out of the Cash Benefit Fund. Settlement Class Members who elect to receive a Cash Benefit will each receive twelve dollars ($12.00). The Settlement Administrator shall distribute Cash Benefits to each Settlement Class Member entitled to receive them out of the Cash Benefit Fund, via electronic payment or check, at the Class Member's election, within **fourteen (14) calendar days** of the Cash Benefit Fund being funded.

4. Website Credit Election and Delivery: Defendant will provide a twelve dollar ($12.00) Website Credit to each Settlement Class Member who does not properly submit a valid Claim Form electing to receive a Cash Benefit, without any requirement for the Settlement Class Member to fill out a claim form or take any other affirmative action. Defendant will deliver Website Credits to Settlement Class Members by email within **fourteen (14) calendar days** after the Effective Date. Wherever feasible, Defendant will send Website Credits to the most recent email address a Class Member used to make purchases from Defendant. To ensure that all Class Members who do not elect to receive a Cash Benefit receive a Website Credit, the distributed Mail Notice will direct Class Members whose Email Notice bounced back to provide a current email address to the Settlement Administrator by the Claim Deadline. For Class Members who provided

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an email address in response to the Mail Notice, Defendant will send the Website Credit to that email address.

5. Use of Website Credits: Website Credits can be used by any person to make any purchase of any product from Defendant's website, mixbook.com, as well as pay for taxes and shipping, with no restriction. Website Credits can be freely transferred, sold, stacked with each other (meaning that multiple Website Credits can be applied to a single purchase), combined with any other discount or sale offered by Defendant, and will not expire. If a Website Credit used in connection with an order exceeds the total amount of the order (including any taxes that may apply), then any unused Website Credit will remain useable and can be applied toward future orders. Website Credits can be used at any time, with no blackout dates, and do not expire.

D. Releases.

1. Release of Defendant. Upon payment and distribution of all benefits owed under this Agreement (including all Cash Benefits, Website Credits, Administration Costs, and any Fee Award or Incentive Award awarded by the Court), except as to such rights or claims as may be created by this Agreement, and in consideration for the Settlement benefits described in this Agreement, Plaintiffs and the Settlement Class shall fully release and discharge Defendant and all its present and former parent companies, subsidiaries, shareholders, officers, directors, employees, agents, servants, registered representatives, affiliates, successors, personal representatives, heirs and assigns, retailers, suppliers, distributors, endorsers, consultants, and any and all other entities or persons upstream and downstream in the production/distribution channels, but only in their capacity as such (together, the "Released Parties") from all claims, demands, actions, and causes of action of any kind or nature whatsoever, known or unknown, matured or unmatured, whether at law or equity, arising under federal, state, or local law, that Plaintiffs or Settlement Class Members ever had, now have, or may have against the Released Parties in any court, tribunal, arbitration panel, commission, or agency, or before any governmental and/or administrative body, or any adjudicatory body, which were asserted in or arise from the same facts alleged in the Consolidated Complaint in the Action, or which arise from Defendant's

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representations, statements, advertising, marketing and/or sales on Defendant's website, mixbook.com, during the Class Period, which were described in the consolidated complaint in the Action ("Released Claims"). This is notwithstanding that Plaintiffs and the Settlement Class acknowledge that they may hereafter discover facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Action and/or the Released Claims herein.

2. Class Representatives' Release of Unknown Claims. Plaintiffs expressly understand and acknowledge that certain principles of law, including but not limited to Section 1542 of the Civil Code of the State of California provide that:

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

Plaintiffs agree that the provisions of all such principles of law or similar federal or state laws, rights, rules or legal principles are hereby knowingly and voluntarily waived, relinquished, and released by the Plaintiffs.

3. Release of Class Representatives and Class Counsel. Upon the Effective Date, except as to such rights or claims as may be created by this Agreement, and in consideration for the Settlement benefits described in this Agreement, Defendant shall fully release and discharge Plaintiffs, Settlement Class Members, and Class Counsel from all claims, demands, actions, and causes of action of any kind or nature whatsoever, whether at law or equity, known or unknown, direct, indirect, or consequential, liquidated or unliquidated, foreseen or unforeseen, developed or undeveloped, arising under common law, regulatory law, statutory law, or otherwise, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, or any other source, or any claim that Defendant ever had, now has, may have, or hereafter

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can, shall or may ever have against Plaintiffs, Settlement Class Members, and Class Counsel in any court, tribunal, arbitration panel, commission, or agency, or before any governmental and/or administrative body, or any adjudicatory body, on the basis of or arising from the institution or prosecution of the Action, notwithstanding that Defendant acknowledges that it may hereafter discover facts in addition to or different from those that it now knows or believes to be true concerning the subject matter of the Action and/or the Released Claims herein, except for the submission of false or fraudulent Claims.

E. Attorneys' Fees/Costs and Incentive Awards.

1. Defendant agrees to pay Class Counsel reasonable attorneys' fees, costs, and expenses as approved by the Court, of up to $519,300, amounting to 26.04% of the total value of the Cash Benefits and Website Credits provided to Class Members ("Fee Award"), without reducing the amount of money available to pay for Cash Benefits and Website Credits. After the Court preliminarily approves the Settlement, and at least **fourteen (14) calendar days** before the Objection/Exclusion Deadline, Class Counsel may move the Court for a reasonable award of attorneys' fees, costs and expenses of up to $519,300 ("Fee Award"). Defendant agrees not to object to, or oppose a motion for, a Fee Award up to this amount. Court approval of attorneys' fees, costs, and expenses, or their amount, will not be a condition of the Settlement. Should the Court award less than the full $519,300 available to pay for Class Counsel's Fee Award, any difference between the amount made available and the amount actually awarded by the Court shall be divided and distributed in equal amounts to eligible Settlement Class Members who properly submitted a valid Claim Form and elected to receive payment as a Cash Benefit. Under no circumstances shall any of the amount made available to pay for Class Counsel's Fee Award revert to or be kept by Defendant. If Defendant's representation as to the number of Class Members set forth Subsection III(C)(1) above understates the true number of Class Members by 1% or more (i.e., if the true number of Class Members is 167,795 or more), then the Fee Award that Class Counsel may apply for and that Defendant agrees to pay will be increased proportionally. For example, if the true number of Class Members turns out to be 200,000, then Class Counsel will be

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permitted to apply for, and Defendant agrees not to oppose a request for, and to pay, a Fee Award of up to $600,000.

2. Defendant will pay the Fee Award awarded by the Court in accordance with the following payment schedule, subject to Class Counsel providing a stipulated undertaking that is substantively identical to the stipulated undertaking approved by the Court in Court in *Taylor v. Trusted Media Brands, Inc., S.D.N.Y.*, Case No. 16-cv-01812-KMK (Dkt. No. 70-1, Ex. E): (a) Defendant will pay 50% of the Fee Award to Class Counsel via wire transfer within **fourteen (14) calendar days** after entry of the Court's Final Approval Order (regardless of any appeals); and (b) Defendant will pay the remaining 50% of the Fee Award to Class Counsel via wire transfer within 9 months thereafter. In the event that Defendant fails to make timely payment in accordance with this schedule, Class Counsel shall be entitled to file with the Court the Stipulated Judgment for the enforcement of payment attached hereto as **Exhibit E**.

3. Defendant agrees to pay Plaintiffs Incentive Awards of up to $5,000 each, without reducing the amount of money available to pay Cash Benefits and Website Credits to Class Members. After the Court preliminarily approves the Settlement, Plaintiffs may apply to the Court for Incentive Awards in an amount not to exceed $5,000 each, for their participation as Class Representatives. Defendant agrees not to object to a request for Incentive Awards up to this amount. Should the Court award less than the full $5,000 available to pay for each Incentive Award, any difference between the amount made available and the amount actually awarded by the Court shall be divided and distributed in equal amounts to eligible Settlement Class Members who filed a valid Claim Form and elected to receive payment as a Cash Benefit. Defendant will pay any Incentive Awards approved by the Court to Class Counsel's client trust account via wire transfer within **fourteen (14) calendar days** after the Effective Date. Court approval of the Incentive Awards, or their amount, will not be a condition of the Settlement.

4. Plaintiffs and Class Counsel will provide Defendant all identification information necessary to effectuate the payment of Fee Award and Incentive Awards, including,

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but not limited to, Taxpayer Identification Number(s), and completed Internal Revenue Service Form(s) W-9.

5. Except for the Fee Award and Incentive Awards to be paid to Class Counsel and Plaintiffs as specifically provided in this Agreement, Defendant does not agree to pay and shall not be responsible or liable under this Agreement for the payment of any attorneys' fees, costs, or expenses of Class Counsel, Plaintiffs, the Settlement Class, and Settlement Class Members, any person or entity that may object to the Agreement, or any attorney who may represent any person or entity that may object to the Agreement, in connection with the Action or in connection with any claim that was or could have been alleged in the Action.

IV. SETTLEMENT ADMINISTRATION AND NOTICE

A. All notice and claims administration activities shall be carried out by the Settlement Administrator.

B. Administration Costs. Defendant shall pay sums to cover any reasonable Administration Expenses to the Settlement Administrator according to the terms of Defendant's agreement with the Settlement Administrator.

C. Notice.

1. To the extent available in Defendant's records, Defendant will, within **fourteen (14) calendar days** after the Court preliminarily approves the Settlement, provide the Settlement Administrator a customer list (the "Class List") of Settlement Class Members, including name; the shipping address associated with each Settlement Class Member's most recent California, Oregon, or Washington purchase; and the most current email address associated with the Settlement Class Member in Defendant's records for the purpose of administering the Settlement reached pursuant to this Agreement. This information shall be held strictly confidential and shall not be shared with Class Counsel under any circumstances.

2. The Settlement Administrator shall provide Class Notice in the forms approved by the Court, as detailed below, and initial notice will be disseminated no later than **thirty (30) calendar days** after Preliminary Approval (defined above as the "Notice Date").

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3. Email Notice. The Settlement Administrator shall provide for Email Notice by sending an email substantially in the same form as **Exhibit A** to the email addresses for Settlement Class Members identified by Defendant. This contact information for the Settlement Class Members will be shared with the Settlement Administrator but not Class Counsel, who shall be restricted from accessing this contact information.

4. Postcard Notice. If an original Email Notice is returned as undeliverable, and reasonable efforts to find a replacement email address are not successful, then the Settlement Administrator will send Postcard Notice in substantially the same form as **Exhibit C** via first class U.S. mail, postage pre-paid. Before mailing the Postcard Notice, the Settlement Administrator shall update the shipping addresses provided by Defendant and associated with the Settlement Class Member's most recent purchase on mixbook.com with the National Change of Address database. The Postcard Notice will instruct Settlement Class Members to provide the Settlement Administrator with a current email address for settlement purposes only by the Claim Deadline.

5. Website Notice. The Settlement Administrator will establish and maintain the Settlement Website. The Settlement Website will be dedicated to the Settlement. On the Settlement Website will be posted the Long Form Notice, the Claim Form, a copy of this Agreement, the Preliminary Approval Order, any motion seeking a Fee Award and Incentive Awards (once filed), the Final Approval Motion (once filed), and any other materials the Parties agree to include. The Settlement Website shall also provide for the straightforward and user-friendly online submission of Claim Forms and instructions as to how to access further case information. The Settlement Website will also explain Settlement Class Members' right to opt out of or object to the Settlement and provide the dates to opt out of or object to the Settlement. The Settlement Website shall also state the date of the Fairness Hearing, that the date may change without further notice, and that Settlement Class Members should be advised to check the Settlement Website to confirm that the date has not been changed. These documents and information shall be available on the Settlement Website no later than the Notice Deadline and remain until **thirty (30) calendar days** after distribution of all Settlement Awards. The Settlement

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Website shall not include any advertising and shall not bear or include Defendant's logo or trademarks.

6. Toll-Free Number. The Settlement Administrator shall establish and host an automated case-specific toll-free number to allow Class Members to learn more and to request further information about the Action.

D. Claim Process. Settlement Class Members may elect to receive a Cash Benefit by submitting a valid Claim Form to the Settlement Administrator via a web form on the Settlement Website during the Claim Period. Settlement Class Members may, at their option, submit a paper Claim Form, which will be accepted upon receipt as valid by the Settlement Administrator if the claim is otherwise valid. Settlement Class Members who do not submit a Claim Form electing to receive payment in the form of a Cash Benefit shall automatically receive a Website Credit without the need to file a Claim or take any other affirmative step. The Settlement Administrator will use adequate and customary procedures and standards to prevent the payment of fraudulent claims. This may include measures such as using a Settlement Class Member identifier to access and file claims and/or validating claims against Defendant's records. The Settlement Administrator shall have the right to audit Claims, and the Settlement Administrator may request additional information from Settlement Class Members submitting Claims. If any Settlement Class Member submits a Claim Form and elects to receive a Cash Benefit but fails to follow the instructions included on the Claim Form, the Cash Benefit election shall be denied, and such Settlement Class Member shall instead receive payment in the form of a Website Credit. The Settlement Administrator shall maintain records of all Claim Forms until **ninety (90) calendar days** after all valid Claims have been finally resolved and the Settlement Administrator has issued payment to those Settlement Class Members who submitted valid Claims and elected to receive a Cash Benefit, and such records will be made available upon request to Class Counsel and Defendant's counsel at the end of the **ninety (90) calendar day period**. The Settlement Administrator also shall provide such reports, declarations, and such other information to the Court as the Court may require or as Class Counsel or Defendant requests.

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E. Final Tally and Weekly Reports. The Settlement Administrator shall provide weekly reports to counsel for Defendant and Plaintiffs stating the number of Claims received and the number of any Claims that have been denied, as well as any objections or requests for exclusion received. Within **seven (7) calendar days** after the close of the Claim Period, the Settlement Administrator shall provide the Parties with the total number of valid and timely Claims received and approved electing the Cash Benefit option to establish the amount of the Cash Benefit Fund. The Settlement Administrator shall also provide Defendant with a list of Settlement Class Members who submitted a valid and timely Claim electing the Cash Benefit option.

V. PROCEDURES FOR OBJECTING TO OR REQUESTING EXCLUSION FROM SETTLEMENT

A. Objections. Only Settlement Class Members may object to the Settlement. A Settlement Class Member who wishes to object to the Settlement must do so in writing by the Objection/Exclusion Deadline. All written objections and supporting papers must (a) contain and clearly identify the case name and number; and (b) be mailed to the Settlement Administrator at the address provided in the Notice. The Settlement Administrator will provide any written objections received to Class Counsel and Defendant within **five (5) calendar days**, and Class Counsel will file them with the Court. Written objections must also contain: (1) the full name, address and telephone number of the Settlement Class Member; (2) a written statement of all grounds for the objection accompanied by legal support for the objection (if any); (3) any papers, briefs or other documents upon which the objection is based; (4) a list of all persons who will be called to testify in support of the objection (if any); (5) a statement of whether the Settlement Class Member intends to appear at the Fairness Hearing; (6) proof of membership in the Class or a signed statement attesting, under penalty of perjury, that they are a Class Member; (7) a list of all objections filed by the objector and his or her counsel to class action settlements in the last three years; and (8) the signature of the Settlement Class Member and her or his counsel, if any. No Settlement Class Member shall be heard at the Fairness Hearing (whether individually or through separate counsel) unless written notice of the Settlement Class Member's intention to appear at the

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Fairness Hearing and copies of any written objections or briefs have been timely submitted to the Settlement Administrator. The date of the postmark on the mailing envelope, as well as the date a written objection is received by the Settlement Administrator, shall be the exclusive mechanisms used to determine whether an objection and/or notice of intention to appear has been timely submitted. An objection and/or notice to appear shall be deemed untimely unless postmarked by the Objection/Exclusion Deadline or unless it is received by the Settlement Administrator no later than **five (5) calendar days** after the Objection/Exclusion Deadline. Settlement Class Members who fail to timely submit a written objection in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. Class Counsel shall, at least **fourteen (14) calendar days** (or such other number of days as the Court shall specify) before the Fairness Hearing, file with the Court any responses to any written objections submitted by Settlement Class Members in accordance with this Agreement.

B. Procedure for Requesting Exclusion. Settlement Class Members who wish to opt out of this Settlement must submit a written statement to the Settlement Administrator by the Objection/Exclusion Deadline. To be valid, each request for exclusion must: (a) state the Settlement Class Member's name, address, and phone number; (b) be signed by the Settlement Class Member; and (c) include the statement "I/we request to be excluded from the class settlement in *Ally Stoneham et al. v. Interactive Memories, Inc. d/b/a Mixbook*" and include the case number. No "class" or "mass" exclusions shall be permitted. Requests to opt-out that do not include all required information and/or that are not submitted on a timely basis, will be null, void, and ineffective. The date of the postmark on the mailing envelope, as well as the date an opt-out/exclusion request is received by the Settlement Administrator, shall be the exclusive mechanisms used to determine whether an opt-out/exclusion request has been timely submitted. An opt-out/exclusion request shall be deemed untimely unless postmarked by the Objection/Exclusion Deadline, or unless it is received by the Settlement Administrator no later than **five (5) calendar days** after the Objection/Exclusion Deadline. Any Settlement Class

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Member who properly opts out of the Settlement Class using this procedure will not be entitled to any Settlement Award, will not be bound by the Settlement, and will not have any right to object, appeal, or comment thereon. Settlement Class Members who fail to submit a valid and timely request for exclusion on or before the Objection/Exclusion Deadline shall be bound by all terms of the Settlement and any final judgment entered in this litigation if the Settlement is approved by the Court, regardless of whether they ineffectively or untimely requested exclusion from the Settlement.

C. No "mass" or "class" Settlement Objections or Exclusions. No Settlement Class Member may submit a statement of Objection on behalf of any other Settlement Class Member. No Settlement Class Member may submit a request to opt-out on behalf of any other Settlement Class Member.

D. No Solicitation of Settlement Objections or Exclusions. The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class Members to object to the Settlement, request exclusion from participating as a Settlement Class Member, or encourage any Settlement Class Member to appeal from the final judgment.

VI. PRELIMINARY APPROVAL OF SETTLEMENT

Following full execution of this Agreement, Plaintiffs will move the Court for entry of a Preliminary Approval Order that specifically includes provisions that: (a) preliminarily approve the Settlement as fair, adequate, and reasonable to the Settlement Class and within the reasonable range of possible final approval; (b) conditionally certify the Settlement Class for Settlement purposes only and appoint Class Counsel as counsel for the Settlement Class for Settlement purposes only; (c) approve the forms of Class Notice and find that the notice constitutes the best notice practicable under the circumstances, provides due and sufficient notice to the Settlement Class, and fully satisfies the requirements of due process and the applicable rules governing class action settlements; (d) direct that notice be provided to the Settlement Class in accordance with this Agreement and the Notice Deadline; (e) establish a procedure for persons in the Settlement

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Class to object to the Settlement or exclude themselves from the Settlement Class by the Objection/Exclusion Deadline after which no one shall be allowed to object to the Settlement or exclude himself or herself from the Settlement Class or seek to intervene; (f) approve the Claim Form and the Claims Process described herein and set a deadline for timely submission of claims; (g) pending final determination of whether the Settlement should be approved, bar all persons in the Settlement Class from commencing or prosecuting against any of the Released Parties any action, arbitration, or proceeding in any court, arbitration forum, or tribunal asserting any of the Released Claims; (h) pending final determination of whether the Settlement should be approved, stay all proceedings in the Action, except those related to effectuation of the Settlement; (i) schedule the Fairness Hearing on Final Approval of the Settlement; and (j) provide that in the event the proposed Settlement set forth in this Agreement is not approved by the Court, or in the event that this Agreement becomes null and void pursuant to its terms, this Agreement and all orders entered in connection therewith, including but not limited to any order conditionally certifying the Settlement Class, shall become null and void and shall be of no further force and effect and shall not be used or referred to for any purposes whatsoever in the Action or in any other case or controversy; and that in such an event, this Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all Parties hereto, who shall be restored to their respective positions as of the date of this Agreement.

VII. FINAL APPROVAL OF SETTLEMENT

At least **fourteen (14) calendar days** prior to the Final Approval Hearing, or on a date ordered by the Court, Plaintiffs shall file a Motion for Final Approval of the Settlement. Plaintiffs shall request that the Court enter a Final Approval Order that specifically includes provisions that: (a) finally approve the Settlement as fair, reasonable, and adequate to the Settlement Class Members; (b) find that the Class Notice as given was the best notice practicable under the circumstances, is due and sufficient notice to the Settlement Class, and fully satisfies the requirements of due process and the applicable rules governing class action settlements; (c) approve the plan of distribution of the Settlement Awards; (d) finally certify the Settlement

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Class; (e) confirm that Plaintiffs and the Settlement Class Members have released all Released Claims and are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims against the Released Parties; and (f) dismiss the Action with prejudice, without costs to any Party, except as provided in this Agreement and subject to the Court's retaining continuing jurisdiction over the Parties for the purpose of enforcement of the terms of this Agreement.

VIII. UNCASHED SETTLEMENT AWARDS

To the extent Settlement Awards are provided by check instead of electronically, the expiration date for settlement checks will be **one hundred and eighty (180) calendar days** from the date the settlement checks are issued, unless otherwise extended by agreement of the Parties. Un-cashed settlement checks may be reissued where appropriate, including where the Settlement Class Member states within 90 days that he or she never received the check, in which case the Settlement Administrator will stop payment on the uncashed check and re-issue the check. Any funds remaining because of un-cashed checks will be sent by the Settlement Administrator to the National Consumer Law Center and will not revert to Defendant. Neither Plaintiffs' nor Defendant's counsel has any relationship with the National Consumer Law Center.

IX. PARTIES' AUTHORITY

The signatories each represent that they are fully authorized to enter into this Agreement and bind the Parties to its terms and conditions.

X. MUTUAL FULL COOPERATION

The Parties agree to cooperate fully with each other to accomplish the terms of this Agreement, including but not limited to execution of such documents and the taking of such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their reasonable best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement. As soon as practicable after execution of this Agreement, Class Counsel, with the assistance and cooperation of Defendant and its counsel, shall take all necessary

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steps to secure the Court's final approval of this Agreement. Defendant will not attempt to discourage Settlement Class Members from filing claims.

XI. NO ADMISSION

This Agreement is not to be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Defendant denies all liability for claims asserted in the Action and denies that class certification is appropriate in the Action for any purpose other than for this Settlement. Each of the Parties has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses. This Agreement is a settlement document and shall, pursuant to Fed. R. Evid. 408 and related or corresponding state evidence laws, be inadmissible in evidence in any proceeding, action, arbitration, or hearing, including without limitation any litigation or regulatory proceeding or action to establish liability. The preceding sentence shall not apply to an action or proceeding to approve or enforce this Agreement.

XII. NOTICES

Unless otherwise specifically provided, all notices, demands or other communications in connection with this Agreement shall be in writing and shall be deemed served on the date of mailing by United States registered or certified mail, return receipt requested, addressed as follows:

For The Class	For Defendant
Simon Franzini DOVEL & LUNER, LLP 201 Santa Monica Blvd., Suite 600 Santa Monica, California 90401 simon@dovel.com	Paul LaFata Dechert LLP Three Bryant Park New York, New York 10036 Paul.LaFata@Dechert.com Christina Sarchio Dechert LLP Three Bryant Park New York, New York 10036 Christina.Sarchio@Dechert.com

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XIII. CONSTRUCTION

The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms-length negotiations and drafting by and between the Parties, and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his or its counsel participated in the drafting of this Agreement.

XIV. MATERIAL TERMS; CAPTIONS

Each term of this Agreement is a material term of the Agreement, not merely a recital, and reflects not only the intent and objectives of the Parties, but also the consideration to be exchanged by the Parties hereunder.

Paragraph titles or captions are inserted as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or any of its provisions.

XV. INTEGRATION CLAUSE

This Agreement contains the entire agreement between the Parties relating to the Settlement, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are extinguished.

XVI. NON-EVIDENTIARY USE

Neither this Agreement nor any of its terms shall be offered or received into evidence in the Action, or in any other action or proceeding; provided, however, that nothing contained in this section shall prevent this Agreement from being used, offered, or received in any proceeding to enforce, construe, or finalize this Agreement.

XVII. NO COLLATERAL ATTACK

This Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of the notices to the Settlement Class after the judgment and dismissal is entered. Such prohibited collateral attacks shall include claims that a Settlement Class Member's Settlement Award was improperly calculated or adjusted or that a Settlement Class Member failed to receive timely notice of the procedure for disputing the calculation of the individual Settlement

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Award or failed to object to or seek exclusion from the Settlement by the Objection/Exclusion Deadline.

XVIII. AMENDMENTS

The terms and provisions of this Agreement may be amended only by a written agreement, which is both (1) signed by the Parties who have executed this Agreement and (2) approved by the Court.

XIX. ASSIGNMENTS

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party or Settlement Class Member without the express written consent of each other Party hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties and Settlement Class Members under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person.

XX. GOVERNING LAW

This Agreement shall be governed by, construed, and interpreted and the rights of the Parties determined in accordance with the laws of the State of Oregon, irrespective of the State of Oregon's choice of law principles.

XXI. BINDING ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

XXII. COVENANT NOT TO SUE

Plaintiffs and the Settlement Class shall forever refrain from instituting, maintaining, prosecuting, or continuing any suit, action, arbitration, or proceeding against any of the Released Parties with respect to the Released Claims.

XXIII. TAX CONSEQUENCES

No opinion concerning the tax consequences of this Settlement to any Settlement Class Member is given or will be given by Defendant, Defendant's counsel, or Class Counsel, nor is any

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Party or his/her/its counsel providing any representation or guarantee respecting the tax consequences of the Settlement as to any Settlement Class Member. The Long Form Notice provided on the Settlement Website will direct Settlement Class Members to consult their own tax advisors regarding the tax consequences of the Settlement and any tax reporting obligations with respect thereto. Plaintiffs' Counsel and each Settlement Class Member is responsible for his/her taxes or tax reporting and other obligations respecting the Settlement, if any.

XXIV. TERMINATION

Any of the Parties may terminate this Agreement if any of the following events happen: (i) the Court declines to approve any part of the Settlement; (ii) the Court declines to approve or changes a material term of the requested Preliminary Approval Order or the requested Final Approval Order; (iii) an appellate court reverses, vacates, or otherwise overturns the Final Approval Order in whole or in part; (iv) another of the Parties materially breaches this Agreement before the Effective Date and fails to promptly cure the breach after receiving written notice of the breach; or (v) the Effective Date otherwise does not come to pass; provided, however, that none of the Parties may terminate this Agreement because the Court or any appellate court awards less than the requested amount of attorneys' fees, costs, and expenses.

After receipt of the final list of Settlement Class Members who seek exclusion from the Settlement provided by the Settlement Administrator, Defendant may elect to terminate this Agreement in the event that 5% or more eligible Settlement Class Members opt out. In order to exercise a right to terminate this Agreement, a Party must deliver written notice of termination to counsel for all other Parties within ten (10) days after the later of the event creating the right to terminate or the Party learning of the event creating the right to terminate, unless that deadline is extended by written consent of counsel for all Parties. If a Party exercises a right to terminate this Agreement, (i) the Parties shall have thirty (30) days to resume settlement negotiations and determine if the Parties can reach an amended agreement, including without limitation with the assistance of a mediator; (ii) all deadlines under this Agreement shall be stayed for the duration of the negotiations; (iii) the Parties shall jointly request a stay of all Court deadlines for the duration

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of the negotiations; and (iv) the Parties shall jointly advise the Court of the status of this Agreement or any amendment to this Agreement within seven (7) days after the conclusion of the thirty-day negotiation period.

XXV. CLASS COUNSEL SIGNATORIES

It is agreed that because the Settlement Class appears to be so numerous, it is impossible or impractical to have each member of the Settlement Class execute this Agreement. The notice plan set forth herein will advise Settlement Class Members of all material terms of this Agreement, including the binding nature of the releases, and thus shall have the same force and effect as if this Agreement were executed by each Settlement Class Member.

XXVI. COUNTERPARTS

This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties and the Settlement Class. This Agreement may be delivered originally or by email or other electronic means, and the delivered image or electronic signature shall be treated as an original.

XXVII. CONTINUING JURISDICTION

The Circuit Court of the State of Oregon shall retain exclusive and continuing jurisdiction to interpret and enforce the terms, conditions, and obligations of this Agreement and its own orders and judgments. In the event of a breach by Defendant, a Settlement Class Member, or Class Counsel under this Agreement, the Court may exercise all equitable powers over Defendant, such Settlement Class Member, or Class Counsel to enforce this Agreement and the Final Approval Order and Judgment irrespective of the availability or adequacy of any remedy at law. Such powers include, among others, the power of specific performance and injunctive relief.

XXVIII. PUBLICITY AND CONFIDENTIALITY

The Parties, Class Counsel, Defendant's counsel, and the Settlement Administrator, shall keep strictly confidential and not disclose to any third party any non-public information received

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during litigation of the Action or negotiation or implementation of the Settlement. All agreements made and orders entered during the course of the Action relating to the confidentiality of information will survive this Settlement Agreement.

Within thirty (30) days of a written request by Defendant after the latest of (i) the Effective Date or (ii) any final judgment in the Action, Class Counsel, on behalf of Plaintiffs and the Settlement Class, and the Settlement Administrator, shall return or destroy (and certify in writing that they have destroyed upon a request to so certify) the Defendant's confidential documents produced in connection with the Action, settlement discussions, or the negotiation or performance of this Agreement. This obligation does not apply to attorney work product that Class Counsel created on behalf of Plaintiffs and the Settlement Class, and, in addition, Class Counsel may keep a copy of any litigation document to the extent required by any applicable law or ethical rule.

Recognizing that all Parties negotiated in good faith to reach an arms-length settlement, the Parties and their counsel agree that their public statements will not disparage the Settlement Agreement, or any Party's motivations, reasons, or decision to enter into the Settlement Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the dates indicated below:

[*Signatures on following pages.*]

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CLASS REPRESENTATIVES AND CLASS COUNSEL:

Dated: 4/30/2026

By: DocuSigned by: Christine Dumm E92A583F45FA463...
Christine Dumm, individually and on behalf of the Settlement Class

Dated: 4/30/2026

By: Signed by: Ally Stoneham 82C16659B08242A...
Ally Stoneham, individually and on behalf of the Settlement Class

Dated: 4/30/2026

By: DocuSigned by: JOSEPH KELLEY FFA45ADA982B49A...
Joseph Kelley, individually and on behalf of the Settlement Class

DOVEL & LUNER, LLP

Dated: 4/30/2026

By: DocuSigned by: Simon Franzini 4CBD1EB2937049E...
Simon Franzini
Attorneys for Plaintiffs

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DEFENDANT AND COUNSEL FOR DEFENDANT:

Dated: April 30, 2026

INTERACTIVE MEMORIES, INC.

By: Signed by: Ray Bhatt 32841AD3856749A...

Dated: April 30, 2026

DECHERT LLP

By: DocuSigned by: Paul LaFata BA79F63D3918499...

Paul LaFata
Attorneys for Defendant

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EXHIBIT A

Docusign Envelope ID: 97DFD02D-3576-8389-802C-BAC848B16F85

TO: «Settlement Class Member Email Address»
FROM: Mixbook Settlement Administrator
RE: LEGAL NOTICE OF CLASS ACTION SETTLEMENT – *Stoneham, et al. v. Interactive Memories, Inc.*

«FIRST NAME» «LAST NAME»
Notice ID: «Notice ID»
Confirmation Code: «Confirmation Code»

TO ALL PERSONS WHO, WHILE IN THE STATES OF CALIFORNIA, OREGON, OR WASHINGTON, PURCHASED ONE OR MORE PRODUCTS ADVERTISED AT A DISCOUNT FROM MIXBOOK.COM, FROM JUNE 1, 2022 TO MARCH 1, 2026.

Read This Notice Carefully. You Could Receive Compensation From This Class Action Settlement.

This Court-Authorized Notice describes your rights and gives information about the proposed settlement. This notice is only a summary. Details of the settlement are available at [Settlement Website] or by writing to or calling the Class Action Settlement Administrator at the address or toll-free number below.

A settlement has been reached with Interactive Memories, Inc. ("Defendant") in a class action lawsuit *Ally Stoneham, et al. v. Interactive Memories, Inc. d/b/a Mixbook,* Case No. 26CV06317 filed in the Circuit Court of the State of Oregon for the County of Multnomah. The lawsuit alleges that Defendant deceptively advertised various discounts of its products on its website, mixbook.com, and seeks money damages, as well as attorneys' fees and costs. Defendant denies that it misled any consumers and maintains that it properly advertised and honored its customer discounts. The Court has not ruled on the merits of the claims or defenses, and the Parties have decided to resolve their differences and settle the case.

Why Am I Receiving This Notice?

You may be a member of the Settlement Class and may be entitled to receive a Settlement Award as a credit or cash payment. You are a member of the Settlement Class if, while in the states of California, Oregon, or Washington, you purchased one of more products advertised at a discount on Defendant's website, mixbook.com, from June 1, 2022 to March 1, 2026 ("Settlement Class Members").

What Are The Terms Of The Settlement?

Settlement Class Members will each receive a **$12.00** Settlement Award. Class Members will receive their Settlement Awards in either (a) cash, paid by electronic payment or check ("Cash Benefit"); or (b) credit that can be applied towards any purchase made on mixbook.com ("Website Credit"). Class Members can decide whether to receive a Cash Benefit or Website Credit. Based on the estimated size of the Settlement Class, the Parties estimate that the total value of the Cash Benefits and Website Credits provided to Class Members will be approximately $1,993,608. Defendant also will pay reasonable costs for providing notice and administering the Settlement of approximately $64,000, incentive awards of up to $5,000 for the three Class Representatives that the Court may award, and reasonable attorney fees and expenses to Class Counsel of up to approximately 26% of the value of the Cash Benefits and Website Credits, estimated to be $519,300, that the Court may award. Payment of these costs and fees will not reduce the value of the Cash Benefits and Website Credits that Settlement Class Members will receive. More information about the benefits available under the Settlement is available at [Settlement Website].

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How Do You Choose Your Settlement Benefit?

To receive a Cash Benefit, you must submit a signed and completed Claim Form online to the Class Action Settlement Administrator by **no later than [Claim Deadline]**. Claim Forms may also be submitted to the Class Action Settlement Administrator by mail by **no later than [Claim Deadline]**. The Claim Form is available at [Settlement Website]. To receive a Website Credit, you do not have to do anything. If you do not submit a signed and completed Claim Form to the Class Action Settlement Administrator by **[Claim Deadline]**, you will automatically receive a Website Credit.

What Are My Other Options?

If you do not want to be legally bound by the Settlement, you may opt out of the Settlement by sending a request for exclusion to the Class Action Settlement Administrator **no later than [Objection/Exclusion Deadline]**. If you exclude yourself from the Settlement, you will not receive a Cash Benefit or Website Credit from the Settlement. If you do not opt out of the Settlement, you will be bound by any judgment approving the Settlement and will give up any right to sue Defendant for any claims under federal and state law that arise from or relate to the allegations concerning Defendant's advertising practices in this action.

If you stay in the Settlement (i.e., do not exclude yourself from the Settlement), you may object to the Settlement by writing to the Class Action Settlement Administrator explaining why you do not like the Settlement by **no later than [Objection/Exclusion Deadline]**. Additional information and requirements for opting out of or objecting to the Settlement is available at [Settlement Website]. You will be bound by the Settlement if your objection is rejected and will still receive a Settlement Award.

Final Approval Hearing

The Court will hold a hearing in this case to consider whether to approve the Settlement on [Fairness Hearing Date], at [Fairness Hearing Time], Multnomah County Courthouse, 1200 SW 1st Ave., Portland, OR 97204. The date of the Final Approval Hearing may change without further notice to the Settlement Class. Settlement Class Members should be advised to check the settlement website to confirm that the date has not been changed and whether the hearing may be held virtually.

THIS NOTICE IS ONLY A SUMMARY. MORE INFORMATION ABOUT THE LAWSUIT AND THE PRECISE TERMS AND CONDITIONS OF THE SETTLEMENT IS AVAILABLE AT [Settlement Website], OR BY WRITING OR CALLING THE CLASS ACTION SETTLEMENT ADMINISTRATOR AT [Settlement Admin Address] OR [Phone Number] (TOLL-FREE), OR CLASS COUNSEL WHOSE CONTACT INFORMATION CAN BE FOUND AT https://www.dovel.com, OR BY VISITING THE COURT TO REVIEW THE CASE'S DOCKET AT MULTNOMAH COUNTY CIRCUIT COURTHOUSE, 1200 SW FIRST AVE., PORTLAND, OR 97204 BETWEEN 8:00 A.M. AND 4:00 P.M., MONDAY THROUGH FRIDAY, EXCLUDING COURT HOLIDAYS.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

Unsubscribe

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EXHIBIT B

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CIRCUIT COURT OF THE STATE OF OREGON FOR THE COUNTY OF MULTNOMAH

Ally Stoneham, et al. v. Interactive Memories, Inc. d/b/a Mixbook, Case No. 26CV06317

TO ALL PERSONS WHO, WHILE IN THE STATES OF CALIFORNIA, OREGON, OR WASHINGTON, PURCHASED ONE OR MORE PRODUCTS ADVERTISED AT A DISCOUNT FROM MIXBOOK.COM, FROM JUNE 1, 2022 TO MARCH 1, 2026.

A court authorized this Notice. This is not a solicitation from a lawyer.

- The Settlement resolves a lawsuit alleging that Defendant deceptively advertised various discounts of its products on its website, mixbook.com.

- The two sides disagree on whether Plaintiffs and the Settlement Class could have prevailed at trial. By entering into the Settlement, Defendant has not conceded the truth or validity of any of the claims against it and denies any liability or wrongdoing

- Defendant has agreed to pay Settlement Awards, and other expenses, as described below, to fully resolve and release claims of consumers who purchased one or more products advertised at a discount on mixbook.com, while in the states of California, Oregon, or Washington, from June 1, 2022 to March 1, 2026.

- Settlement Class Members will each receive a **$12.00** Settlement Award. Class Members will receive their Settlement Awards in either (a) cash, paid by electronic payment or check ("Cash Benefit"); or (b) credit that can be applied towards any purchase made on mixbook.com ("Website Credit"). Class Members can decide whether to receive a Cash Benefit or Website Credit. Based on the estimated size of the Settlement Class, the Parties estimate that the total value of the Cash Benefits and Website Credits provided to Class Members will be approximately $1,993,608.

- In addition to these benefits, Defendant has also agreed to pay notice and administration costs estimated to be $64,000, incentive awards of up to $5,000 to each of the Class Representatives, as compensation for their work on behalf of the Settlement Class, and reasonable attorneys' fees and expenses to Class Counsel of up to approximately 26% of the total value of the Cash Benefits and Website Credits provided to Class Members, estimated to be $519,300. Payment of these costs and fees will not reduce the value of the Cash Benefits and Website Credits that Settlement Class Members will receive.

- To receive a Cash Benefit, Settlement Class Members must submit a valid Claim Form, as instructed below. Settlement Class Members who do not choose to receive the Cash Benefit by submitting a valid Claim Form shall instead automatically receive a Website Credit.

- Your legal rights may be affected whether you act, or don't act. Read this Notice carefully.

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Your Legal Rights and Options in This Settlement:	
DO NOTHING	If you do nothing, you will receive a $12.00 Website Credit. The credit can be applied towards any purchase made on mixbook.com. More information about the credits is provided below. By doing nothing, you will give up certain rights to sue Defendant.
SUBMIT A CLAIM FORM **DEADLINE: [DATE]**	If you submit a valid Claim Form by [Claim Deadline], and elect to receive the Cash Benefit, you will receive a cash payment of $12.00 in the form of an electronic payment or check. By submitting a Claim Form, you will give up certain rights to sue Defendant.
EXCLUDE YOURSELF FROM THE CASE **DEADLINE: [DATE]**	This is the only option that allows you to sue Defendant on your own regarding the legal claims in this case, but you will not receive compensation under the Settlement. The deadline for excluding yourself is [Objection/Exclusion Deadline].
OBJECT TO THE SETTLEMENT **DEADLINE: [DATE]**	Write to the Settlement Administrator about why you do not like the Settlement. A Settlement Class Member who objects still remains in the Settlement Class and will receive a Settlement Award. The deadline for objecting is [Objection/Exclusion Deadline].

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case must still decide whether to approve the Settlement. Settlement Awards will be issued if the Court approves the Settlement and after appeals are resolved, if any.

BASIC INFORMATION

1. Why was this notice issued?

This notice was issued because a court has conditionally "certified" this case as a class action lawsuit for settlement purposes only and your rights may be affected. If you purchased products advertised at a discount on mixbook.com, and your purchases were made while in the states of California, Oregon, or Washington from June 1, 2022 to March 1, 2026, you may have legal rights and options in this case. This Notice explains all of these issues. The Circuit Court of the State of Oregon for the County of Multnomah is overseeing this class action. The case is known as *Ally Stoneham, et al. v. Interactive Memories, Inc. d/b/a Mixbook*, Case No. 26CV06317 (the "Action"). The people who sued are called the Plaintiffs. The company they sued is called the Defendant.

2. Why is this a class action?

In a class action, one or more people, called "Class Representatives" (in this case Ally Stoneham, Christine Dumm, and Joseph Kelley, the named "Plaintiffs"), sue on behalf of all people who have similar claims. Together, these people are called a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. Here, the Court has certified a class action for settlement purposes only (the "Settlement Class"). More information about why this is a class action can be found in the Court's Preliminary Approval Order, which is available at [Settlement Website].

3. Why is there a settlement?

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The Court did not decide in favor of Plaintiffs or Defendant. Plaintiffs think they would have prevailed at trial. Defendant thinks the Plaintiffs would not have won anything from a trial. But there was no trial. Instead, both sides agreed to resolve their differences and enter this Settlement. That way, both sides avoid the risk and cost of a trial, and the Settlement Class Members will receive compensation. The Class Representatives and their attorneys think the Settlement is best for all Class Members.

THE CLAIMS IN THE LAWSUIT

4. What is the lawsuit about?

The lawsuit claims that Defendant deceptively advertised various discounts of its products on its website, mixbook.com. The lawsuit claims that Defendant violated California, Oregon, and Washington consumer protection law, and also asserts claims for quasi-contract/unjust enrichment, breach of contract, breach of express warranties, intentional misrepresentation, and negligent misrepresentation. Defendant denied these claims, maintained that it properly advertised and honored it customer discounts, and denied any liability or wrongdoing. More information can be found in the Consolidated Class Action Complaint, available at [Settlement Website].

MEMBERS OF THE SETTLEMENT CLASS

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

The Court has certified this case for settlement purposes only as a class action. The Settlement Class consists of all people who, while in the states of California, Washington, or Oregon, purchased one or more products advertised at a discount on Defendant's website, mixbook.com, from June 1, 2022 to March 1, 2026.

Excluded from the Settlement Class are all persons who canceled or received a full refund of their qualifying Mixbook purchases; persons who validly opt out of the Settlement in a timely manner; governmental entities; counsel of record (and their respective law firms) for the Parties; any experts retained by the Parties for this matter; Defendant and any of its parents, affiliates, subsidiaries, independent service providers and all of their respective officers and directors; the presiding judge in the Action or judicial officer presiding over the matter, and all of their immediate families and judicial staff; and any natural person or entity that entered into a release with Defendant prior to the Effective Date arising from the same representations, advertising, marketing and/or sales on Defendant's website, www.mixbook.com, underlying the claims in the consolidated complaint in the Action.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Settlement Class Members will each receive a **$12.00** Settlement Award. Class Members will receive their Settlement Awards in either (a) cash, paid by electronic payment or check ("Cash Benefit"); or (b) credit that can be applied towards any purchase made on mixbook.com ("Website Credit").

Class Members can decide whether to receive a Cash Benefit or Website Credit—in either case, the Awards will be worth $12.00. Website Credits can be used at any time, towards any purchase, with no blackout dates or restrictions, and they never expire. The Website Credits are stackable with each other and with other sales or discounts, and are fully transferable between consumers and sellable.

The Parties anticipate that the total value of the Cash Benefits and Website Credits provided to Class Members will be approximately $1,993,608.

In addition to these benefits, Defendant has also agreed to pay notice and administration costs, estimated to be $64,000, incentive awards of up to $5,000 to each of the Class Representatives, as compensation for their work on behalf of the Settlement Class, and reasonable attorneys' fees and expenses to Class

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Counsel of up to 26.04% of the total value of the Cash Benefits and Website Credits provided to Class Members, estimated to be $519,300. Payment of these costs and fees will not reduce the value of the Cash Benefits and Website Credits that Settlement Class Members will receive.

7. How much will my payment be?

Each Settlement Class Member will receive either a Cash Benefit or Website Credit worth $12.00.

8. What am I giving up to stay in the Settlement Class?

Unless you exclude yourself from the Settlement, you will be part of the Settlement Class, and you will be bound by the release of claims in the Settlement. This means that, if the Settlement is approved, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant asserting a released claim. It also means that all the Court's orders will apply to you and legally bind you. If you sign the Claim Form or do nothing, you will agree to release Defendant from any and all claims under federal and state law that were asserted in the Action, or which arise from the allegations concerning Defendant's advertising practices at issue in the Action.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

Yes. The Court has appointed Dovel & Luner, LLP as Class Counsel to represent you and the Settlement Class in this case. The lawyers at Dovel & Luner LLP have experience handling similar cases. More information about the lawyers and their law firm is available at https://www.dovel.com.

10. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is representing you and all the other members of the Settlement Class. If you want someone other than Class Counsel to speak for you, you may hire your own lawyer at your own expense.

11. How will the lawyers be paid?

Class Counsel may file a request for attorneys' fees and reimbursement of the costs they sustained in litigating this case. Assuming, as is expected, there approximately 166,134 Settlement Class Members, Class Counsel will request no more than $519,300 in costs and fees. If, on final review by Defendant, there were more than 166,134 Settlement Class Members, Class Counsel's fee request may increase proportionally. Class Counsel's request for attorneys' fees and reimbursement of costs will not amount to more than 26.04% of the total value of the Cash Benefits and Website Credits provided to Class Members.

Class Counsel may also ask the Court to approve incentive awards of up to $5,000 to the Class Representatives for their services as Class Representatives. Any request for attorneys' fees or incentive awards will not reduce the amount of money available to pay for the Cash Benefits and Website Credits to Class Members. The Court may award less than the amounts requested.

HOW TO CHOOSE YOUR SETTLEMENT AWARD

12. How can I get compensation under the Settlement?

Settlement Class Members who do not opt out of the Settlement by [Objection/Exclusion Deadline] will receive compensation in the form of either (a) cash, paid by electronic payment or check ("Cash Benefit"); or (b) credit that can be applied towards any purchase made on mixbook.com ("Website Credit"), at each Settlement Class Member's election.

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To receive the Cash Benefit, you must submit a valid Claim Form. Settlement Class Members who do not submit a valid Claim Form by [Claim Deadline], will receive a Website Credit. A Claim Form is available on the internet at [Settlement Website]. Read the instructions carefully, fill out the form, sign it, and submit it online no later than [Claim Deadline]. You may also submit a Claim Form by mail if postmarked by no later than [Claim Deadline].

To receive a Cash Benefit, each Settlement Class Member must attest under penalty of perjury that they purchased one or more products advertised at a discount on mixbook.com from June 1, 2022 to March 1, 2026, while in the states of California, Oregon, or Washington, and the information supplied in the Claim Form is true and correct to the best of the Settlement Class Member's knowledge. Failure to timely submit a valid Claim Form with all requested information will result in such Settlement Class Member receiving a Website Credit by default.

13. When would I receive compensation?

The Court will hold a hearing on [Fairness Hearing Date], to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Settlement Awards will be distributed after the Settlement is finally approved and all appeals (if any) have been resolved in favor of the Settlement. The progress of the Settlement will be updated through information posted at [Settlement Website]. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I get out of the Settlement?

If you do not want a Settlement Award under this Settlement, and you want to keep the right to sue or continue to sue Defendant regarding the alleged marketing practices that are the subject of the Action, then you must take steps to get out of the Settlement Class. This is called excluding yourself from, or opting out of, the Settlement Class.

To exclude yourself from the Settlement, you must send a letter by mail to the Settlement Administrator that (a) states your name, address, and phone number; (b) is personally signed by you, and not your attorney or anyone acting on your behalf; and (c) includes the statement "I/we request to be excluded from the class settlement in *"Ally Stoneham et al. v. Interactive Memories, Inc. d/b/a Mixbook,* Case No. 26CV06317." No request for exclusion will be valid unless all of the information described above is included.

You must mail your exclusion request by no later than [Objection/Exclusion Deadline], to the Settlement Administrator at the following address:

[Address]

An exclusion request shall be deemed untimely unless postmarked by [Objection/Exclusion Deadline], or unless it is received by the Settlement Administrator no later than five (5) calendar days after [Objection/Exclusion Deadline].

15. If I do not exclude myself, can I sue Defendant for the same thing later?

No. If you do not exclude yourself, you give up any right to sue (or continue to sue) Defendant for the claims that this Settlement resolves.

16. If I exclude myself, can I get compensation under this Settlement?

No. If you ask to be excluded, you will not get any compensation under the Settlement, and you cannot object to the Settlement.

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OBJECTING TO THE SETTLEMENT

17. How do I tell the Court that I do not agree with the Settlement?

You can ask the Court to deny approval of the Settlement by submitting an objection. 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 Awards will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. A Settlement Class Member who objects still remains in the Settlement Class and must timely submit a Claim Form in order to obtain a Cash Benefit.

Any objection to the proposed Settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

All written objections and supporting papers must (a) clearly identify the case name and number ("*Ally Stoneham et al. v. Interactive Memories, Inc. d/b/a Mixbook*, Case No. 26CV06317), and (b) be mailed to the Settlement Administrator on or before [Objection/Exclusion Deadline]. Objections must be sent to the following address:

[Address]

Written objections must also contain: (1) your full name, address, and telephone number; (2) a written statement of all grounds for the objection accompanied by any legal support for the objection (if any); (3) copies of any papers, briefs or other documents upon which the objection is based (if any); (4) a list of all persons who will be called to testify in support of the objection (if any); (5) a statement of whether you intend to appear at the Final Approval Hearing; (6) proof of membership in the Class or a signed statement attesting under penalty of perjury that you are a Settlement Class Member; (7) a list of all objections filed by you and your counsel to class action settlements in the last three years (if any); and (8) your signature and your attorney's signature (if any).

An objection shall be deemed untimely unless postmarked by [Objection/Exclusion Deadline], or unless it is received by the Settlement Administrator no later than five (5) calendar days after [Objection/Exclusion Deadline].

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

Objecting means telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement means that you do not want to be part of the Settlement Class. If you exclude yourself, then you have no basis to object to the Settlement.

A Settlement Class Member who objects still remains in the Settlement Class and is eligible to receive a Settlement Award.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

If you do nothing, and the Court finally approves the Settlement, you will remain a member of the Settlement Class and you will give up your right to sue Defendant for certain claims. You will automatically receive a Settlement Award in the form of a $12.00 credit that can be applied towards any purchase made on mixbook.com.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at [Fairness Hearing Date and Time], at the Multnomah County Courthouse, 1200 SW 1st Ave., Portland, OR 97204. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are valid objections that comply with the requirements herein, the Court also will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel and the Class Representatives.

The date of the Final Approval Hearing may change without further notice to the Settlement Class. Settlement Class Members should check the Settlement Website to confirm that the date has not been changed and whether the hearing may proceed virtually.

21. Do I have to come to the hearing?

No. Class Counsel will appear on behalf of the Settlement Class. But, you are welcome to come, or have your own lawyer appear, at your own expense.

22. May I speak at the hearing?

You, or any lawyer you retain, may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include in your objection to the Settlement Administrator a statement saying that it is your intent to appear at the Final Approval Hearing. Your Objection and notice of intent to appear must be submitted to the Settlement Administrator by no later than [Objection/Exclusion Deadline]. You cannot speak at the hearing if you excluded yourself from the Settlement.

TAX CONSEQUENCES

23. Do I have to pay taxes on money received under this settlement?

None of Defendant, Class Counsel, or the Class Action Settlement Administrator is able provide any advice or guidance regarding the tax consequences of the Settlement as to any Settlement Class Member. Settlement Class Members should consult their own tax advisors regarding the tax consequences of the Settlement and any tax reporting obligations with respect thereto. Each Settlement Class Member is responsible for his/her taxes or tax reporting and other obligations respecting the Settlement, if any.

GETTING MORE INFORMATION

24. Is this the entire Settlement?

No. This notice is only a summary of the proposed Settlement. More information about the lawsuit and the precise terms and conditions of the Settlement is available at [Settlement Website], or by calling toll-free [Phone Number], or by writing to the Settlement Administrator at [Address], or by visiting the Court to review the case's docket at Multnomah County Courthouse, 1200 SW 1st Ave., Portland, OR 97204, between 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding court holidays. You may also contact Class Counsel using the information listed below:

DOVEL & LUNER, LLP
Simon Franzini
simon@dovel.com
Grace Bennett
grace@dovel.com
(310) 656-7066

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Please do not telephone the Court or the Court Clerk's Office to inquire about this Settlement or the Claims Process.

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EXHIBIT C

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TO ALL PERSONS WHO, WHILE IN THE STATES OF CALIFORNIA, OREGON, OR WASHINGTON, PURCHASED ONE OR MORE PRODUCTS ADVERTISED AT A DISCOUNT FROM MIXBOOK.COM, FROM JUNE 1, 2022 TO MARCH 1, 2026.

Read This Notice Carefully. You Could Receive Compensation From This Class Action Settlement.

This Court-Authorized Notice describes your rights and gives information about the proposed Settlement. This notice is only a summary. Details of the settlement are available at [Settlement Website] or by writing to or calling the Class Action Settlement Administrator at the address or toll-free number on the back of this notice.

Stoneham, et al. v. Interactive Memories, Inc.
c/o Administrator
[Address]

«ScanString»
Postal Service: Please do not mark barcode

Notice ID: «Notice ID»
Confirmation Code: « Confirmation Code »

«FirstName» «LastName»
«Address1»
«Address2»
«City», «StateCd» «Zip»
«CountryCd»

What is this Case About? In this lawsuit, Plaintiffs allege that Defendant deceptively advertised various discounts of its products on its website, mixbook.com. Defendant disputes the allegations, denies these claims and maintains that it properly advertised and honored its customer discounts. You are receiving this Notice because Defendant's records indicate that you are a Settlement Class Member. Settlement Class Members include all consumers who purchased one or more products advertised at a discount on mixbook.com from June 1, 2022 to March 1, 2026, while in the states of California, Oregon, or Washington.

What are the Settlement benefits? Settlement Class Members will each receive a **$12.00** Settlement Award. Class Members will receive their Settlement Awards in either (a) cash, paid by electronic payment or check ("Cash Benefit"); or (b) credit that can be applied towards any purchase made on mixbook.com ("Website Credit"). Class Members can decide whether to receive a Cash Benefit or Website Credit. Based on the estimated size of the Settlement Class, the Parties estimate that the total value of the Cash Benefits and Website Credits provided to Class Members will be approximately $1,993,608. Defendant also will pay reasonable costs for providing notice and administering the Settlement of approximately $64,000, incentive awards of up to $5,000 for the three Class Representatives that the Court may award, and reasonable attorney fees and expenses to Class Counsel of up to approximately 26% of the value of the Cash Benefits and Website Credits, estimated to be $519,300, that the court may award. Payment of these costs and fees will not reduce the value of the Cash Benefits and Website Credits that Settlement Class Members will receive. More information about the benefits available under the Settlement is available at [Settlement Website].

How do I Choose a Settlement Award? To receive a Cash Benefit, you must submit a Claim Form online, available at [Settlement Website], by [Claim Deadline]. You can also mail the Claim Form to the Class Action Settlement Administrator by [Claim Deadline]. To receive a Website Credit, you do not have to do anything. But, to ensure you receive a Website Credit, please provide a current email address at [Settlement Website] by [Claim Deadline]. If you do not submit a timely Claim Form, you will automatically receive a Website Credit.

What are my Other Options? If you do not want to be legally bound by the Settlement, you may opt out of the Settlement by [Objection/Exclusion Deadline]. If you opt-out, you will not receive a Cash Benefit or Website Credit from the Settlement. If you do not opt-out, you can object to the Settlement by [Objection/Exclusion Deadline]. Please visit [Settlement Website] for more information on how to opt-out of or object to the Settlement.

The Court's Final Approval Hearing. The Court will hold a hearing in this case to consider whether to approve the Settlement on [Fairness Hearing Date] at [Fairness Hearing Time], Multnomah County Courthouse, 1200 SW 1st Ave., Portland, OR 97204. The date of the Final Approval Hearing may change without further notice to the Class. Settlement Class Members should be advised to check the settlement website to confirm that the date has not been changed and whether the hearing may be held virtually.

This notice is only a summary. For more information, visit [Settlement Website] or write or call the class action Settlement Administrator at [Settlement Admin Address] OR [Phone Number] (toll-free).

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EXHIBIT D

Docusign Envelope ID: 97DFD02D-3576-8389-802C-BAC848B16F85

Your claim form must be submitted online or postmarked by: [Claim Deadline]

Circuit Court of the State of Oregon
for the County of Multnomah

Ally Stoneham, et al. v. Interactive Memories, Inc.
Case No. 26CV06317

[__]

Claim Form

MIXBOOK.COM SETTLEMENT

CLAIM FORM FOR CASH BENEFIT

INSTRUCTIONS

This class action alleges that Defendant violated California, Oregon, and Washington state laws by deceptively advertising various discounts of its products on its website, mixbook.com. Defendant responds that it properly advertised and honored its product discounts. The Parties have agreed to settle the dispute.

You are a Settlement Class Member if you purchased one or more products advertised at a discount on Defendant's website, mixbook.com, while in the states of California, Oregon, or Washington, from June 1, 2022 to March 1, 2026.

If you wish to receive your $12.00 Settlement Award in the form of cash ("Cash Benefit") rather than credit you must submit a valid Claim Form no later than [Claim Deadline]. If you do not submit a Claim Form, then you will automatically receive your Settlement Award as a credit ("Website Credit") so long as you are a Settlement Class Member and do not exclude yourself from the Settlement.

Cash Benefits will be provided via digital payment or mailed by check . Please ensure you provide a current, valid mailing address, email address, and mobile phone number with your Claim submission. If the mailing address, email address, or mobile phone number you include becomes invalid for any reason, it is your responsibility to provide accurate updated contact information to the Settlement Administrator to receive a Cash Benefit. You do not need to provide this information to receive a Website Credit.

The information provided on this Claim Form will be used solely by the Court-approved Settlement Administrator to administer the Settlement and will not be provided to any third party or sold for marketing purposes.

SUBMITTING YOUR CLAIM FORM

Claim Forms may be submitted online at **WEBSITE** by **DEADLINE,** or completed and mailed **postmarked no later than DEADLINE** to:

[ADDRESS]

If you have any questions, please contact the Settlement Administrator by email at EMAIL ADDRESS or by mail at the address listed above.

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Your claim form must be submitted online or postmarked by: [Claim Deadline]

Circuit Court of the State of Oregon for the County of Multnomah

Ally Stoneham, et al. v. Interactive Memories, Inc.
Case No. 26CV06317

[__]

Claim Form

I. YOUR CURRENT CONTACT INFORMATION AND MAILING ADDRESS

First Name **Last Name**

Street Address

City **State** **Zip Code**

Email Address **Phone Number** **Notice ID** *(if you received a Notice)*

The current address you provide here does not need to be the same address you used for your purchase(s) from Defendant's website.

II. PAYMENT SELECTION

To receive a Website Credit, you do not need to submit this Claim Form. You will be provided with a Website Credit automatically if you do not submit a Claim Form. If you prefer to receive a Cash Benefit rather than a Website Credit, please select **one** of the following payment options:

☐ **PayPal -** Enter your PayPal email address:_____

☐ **Venmo -** Enter the mobile number associated with your account: __ __ __-__ __ __-__ __ __ __

☐ **Zelle -** Enter the email address or mobile number associated with your account: _____

☐ **Physical Check -** Payment will be mailed to the address you provided above.

III. CERTIFICATION

By signing this Claim submission, I certify, under penalty of perjury under the laws of the United States, that the information included with this Claim submission is true, accurate, and complete to the best of my knowledge, information, and belief. If I am submitting this Claim submission on behalf of a Claimant, I certify that I am authorized to submit this Claim submission on the individual's behalf. I have, or the individual on whose behalf I am submitting this Claim submission has, purchased one or more products advertised at a discount on Defendant's website, mixbook.com, while in the states of California, Oregon, or Washington, from June 1, 2022 to March 1, 2026, and have not submitted a request to exclude myself, or "opt out of," the Settlement. I agree to furnish additional information regarding this Claim if so requested to do so by the Settlement Administrator. **By signing below, I agree and consent to be communicated with electronically via email and/or mobile phone text (message & data rates may apply)**.

Signature: _____ **Printed Name:** _____ **Date:**___/____/_____

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EXHIBIT E

Docusign Envelope ID: 97DFD02D-3576-8389-802C-BAC848B16F85

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH

ALLY STONEHAM, CHRISTINE DUMM, and JOSEPH KELLEY, individually and on behalf of all others similarly situated, *Plaintiffs*, v. INTERACTIVE MEMORIES, INC., d/b/a Mixbook, *Defendant*.	Case No. 26CV06317 **STIPULATED JUDGMENT** (Clerk's Action Required)

Plaintiffs Ally Stoneham, Christine Dumm, and Joseph Kelley ("Plaintiffs") and Defendant Interactive Memories, Inc., d/b/a Mixbook ("Defendant") (collectively, the "Parties") through undersigned counsel stipulate and agree as follows:

WHEREAS, on February 4, 2026, Plaintiffs filed a Consolidated Class Action Complaint (the "Consolidated Complaint") against Defendant in the above-captioned action, asserting claims for violation of Oregon, California, and Washington consumer protection law, as well as breach of contract, breach of express warranty, quasi-contract/unjust enrichment, negligent misrepresentation, and intentional misrepresentation, and seeking to recover damages thereto;

WHEREAS, the Parties have agreed to resolve their differences by executing a Class Action Settlement Agreement and Release (the "Class Settlement Agreement");

WHEREAS, under the terms of the Class Settlement Agreement, Defendant has agreed to remit certain payments pursuant to the payment schedule described therein (the "Attorneys' Fees and Costs Award");

WHEREAS, the Parties agree that if Defendant defaults by failing to timely make the required payments under the Attorneys' Fees and Costs Award, this Stipulated Judgment shall be entered by the Court and Defendant shall be liable for the Attorneys' Fees and Costs Award

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approved by the Court in its Final Approval Order, less any payments already made by Defendant prior to the default, plus attorneys' fees, and interest accruing thereon; and

WHEREAS, the Parties agree that this Stipulated Judgment shall only be filed and enforced upon the failure of Defendant to abide by the payment schedule in the Class Settlement Agreement.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. Judgment is to be entered by Stipulation of the Parties in favor of Plaintiffs and against Defendant, in the sum of the value of the remainder of the payments due pursuant to the payment schedule set forth in the Class Settlement Agreement and to the extent confirmed in the Final Approval Order of this Court, which is $_____, plus interest at the statutory rate on any late payments (9% per annum as set forth in ORS 82.010).

2. Defendant is further ordered to pay to Plaintiffs the amount of its reasonable attorneys' fees expended in connection with the filing and enforcement of this Stipulated Judgment, if any, in an amount according to proof.

IT IS SO ORDERED.

_____

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APPROVED AS TO FORM AND SO STIPULATED:

Dated: _____, 2026

DOVEL & LUNER, LLP

By _____

Simon Franzini
simon@dovel.com
Grace Bennett
grace@dovel.com
201 Santa Monica Blvd., Suite 600
Santa Monica, California 90401
Telephone: (310) 656-7066

Attorneys for Plaintiffs and the Settlement Class

Dated: _____, 2026

CABLE HUSTON LLP

By _____

Román D. Hernández, OSB No. 011730
rhernandez@cablehuston.com
1455 SW Broadway, Suite 1500
Portland, OR 97201
Telephone: (503) 224-3092

Attorneys for Defendant

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UTCR 5.100 CERTIFICATE OF READINESS

In accordance with UTCR 5.100(1) & (2), I hereby certify that the forgoing Judgment is ready for judicial signature because:

1. ☐ Each party affected by this judgment has stipulated to the judgment, as shown by each opposing party's signature on the document being submitted.

2. ☐ Each party affected by this judgment has approved the judgment, as shown by each party's signature on the document being submitted or by written confirmation of approval sent to me.

3. ☐ I have served a copy of this judgment on each party entitled to service not less than 3 days prior to submission to the court and:

   ☐ No objection has been served on me.

   ☐ I received objections that I could not resolve with a party despite reasonable efforts to do so. I have filed a copy of the objections I received and indicated which objections remain unresolved.

   ☐ After conferring about objections [role and name of objecting party] agreed to independently file any remaining objection.

4. ☐ Service is not required pursuant to subsection (3) of this rule, or by statute, rule, or otherwise.

5. ☐ This is a proposed judgment that includes an award of punitive damages and notice has been served on the Director of the Crime Victims' Assistance Section as required by subsection (5) of this rule.

6. ☐ Other:

DATED this ___ day of _____, 2026.

CABLE HUSTON LLP

s/
Román D. Hernández, OSB No. 011730
1455 SW Broadway, Suite 1500
Portland, OR 97201-3412
Tele: (503) 224-3092
rhernandez@cablehuston.com

Attorneys for Defendant

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CERTIFICATE OF SERVICE

I hereby certify that I caused the foregoing [PROPOSED] **STIPULATED JUDGMENT** to be served on:

Simon Franzini
simon@dovel.com
Grace Bennett
grace@dovel.com
201 Santa Monica Blvd., Suite 600
Santa Monica, California 90401
Telephone: (310) 656-7066

Attorneys for Plaintiffs and Settlement Class

by the following method(s):

[ ] by **MAILING** a full, true and correct copy thereof in a sealed, postage-paid envelope, addressed as shown above, and deposited with the U.S. Postal Service at Portland, Oregon, on the date set forth below.

[✓] by notice of **ELECTRONIC FILING** by using the Odyssey File & Serve at the party's email address as recorded on the date of service in the eFiling system (UTCR 21.100(4)).

[✓] by causing a full, true and correct copy thereof by **ELECTRONIC MEANS** to the party, at the party's last known email address listed above on the date set forth below.

DATED: _____, 2026

s/_____

Attorneys for _____

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: Mixbook Settlement Ends Class Action Lawsuit Over Allegedly Deceptive Online Discounts

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