

SUPERIOR COURT FOR THE COUNTY OF ORANGE

If you interviewed for membership with Events & Adventures and your interview was recorded, a class action lawsuit may affect your rights.

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

- The settlement resolves a lawsuit over whether Events & Adventures (E & A) illegally recorded certain interviews with the class members, including you.
- That means that there will be no trial over whether E & A illegally recorded the interviews and it has been agreed the damages to the 229 class members are \$1,000,000.
- However, E & A has very limited assets and its insurance carrier disputes whether the illegal recording claims are covered by the insurance policy.
- Nevertheless, the insurance company has agreed to pay \$1,000,000 to the class members (the full amount of the insurance policy limits) if the applicable court or courts make a final ruling E & A's insurance policy covers these claims. If that happens, you will receive a share of the one million dollars. If the court(s) rule in favor of the insurance company, you and the other class members, the Plaintiff who brought this lawsuit and her lawyers will get nothing.
- Your legal rights will be affected whether you act or not. Read this Notice carefully. You have a choice to make now.

YOUR LEGAL RIGHTS AND OPTIONS

Do Nothing	You will: <ul style="list-style-type: none">• Stay in the lawsuit• Receive a share of the settlement fund if the court finds the insurance company is required to pay.• Give up certain rights
Object to the Settlement	You will: <ul style="list-style-type: none">• Stay in the lawsuit• Be allowed to file court papers and appear before the Judge explaining why you do not like the settlement• Give up certain rights

- Your rights and options are explained in this Notice. To object you must act before **December 26, 2016**.
- The Court must still decide whether to approve this settlement. Please be patient.
- Any questions? Read the rest of this Notice and visit www.lakeshorelaw.org/eventsadventuresclassaction.html.

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BASIC INFORMATION

1. WHY DID I GET THIS NOTICE?

The records of Defendant Events & Adventures (“E & A”) indicate that you interviewed for membership at the San Francisco or San Jose office and your interview was recorded. Including yourself there are 229 persons whose interviews were recorded. The Defendants include the above company and related persons or companies.

The Court sent you this Notice because you have a right to know about a proposed settlement of the class action lawsuit, and about your options, before the Court decides whether to approve the settlement. If the Court approves the settlement, the class will not have to prove Defendants’ liability for recording the interviews. The only issue remaining to be litigated will be whether there is insurance coverage for the claims.

If Plaintiff proves there is insurance coverage for the claims, you will receive compensation from a \$1,000,000 (one million dollar) settlement fund. If Plaintiff fails to prove there is insurance coverage you will receive nothing. Without the settlement, the Class would have been required to prove that Defendants’ conduct violated the law and the amount of damages, and then would have had to prove there was insurance coverage. The settlement resolves the first two issues and provides for an expedited resolution of the coverage issue.

This packet explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. You can receive updates about the progress of the settlement from the website listed at the bottom of this Notice.

The Court in charge of the case is the Superior Court of the County of Orange, State of California, and the case is known as Mingione v. Events and Adventures California, Inc., Case No. 30-2012-00547490.

2. WHAT IF I HAVE A CHANGE OF ADDRESS?

If this Notice was not mailed to your current address, or if you have a change of address, you should mail a letter with the previous and new address information to the Settlement Administrator at CPT Group, Events & Adventures Settlement, 16630 Aston, Irvine, CA 92606.

3. WHAT IS THIS LAWSUIT ABOUT?

Plaintiff considered joining E & A and was interviewed at its office. Plaintiff claims that her interview and those of the other class members was audio recorded without their consent. Plaintiff claims that this alleged conduct by E & A was a violation of California law, which requires E & A to pay monetary compensation to the class members.

This lawsuit is about whether E & A had the legal right to record the interviews with potential members, whether any written disclosures were adequate, and what damages,

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if any, should be recovered by the class members. E & A denies it did anything wrong, but has decided to settle for economic reasons.

In addition, the insurance company for E & A claims that its insurance policy does not cover the claims raised in the lawsuit. The Parties have agreed to a legal procedure to resolve the insurance coverage question.

This settlement will resolve the first issue in favor of the Class leaving only the issue of insurance coverage to be litigated.

4. WHAT IS A CLASS ACTION AND WHO IS INVOLVED?

In a class action lawsuit, one or more people called “Class Representatives” (in this case Monique Mingione) sue on behalf of other people who have similar claims. The people together are a “Class” or “Class Members.” The company they sued (in this case Events & Adventures and related persons/companies) are called the Defendants. One court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class.

5. WHY IS THIS LAWSUIT A CLASS ACTION?

The Court previously certified the case as a class action, ruling that all of the class members have similar claims and Defendants have similar defenses that apply in general to all of the class members. Therefore, the Court ordered that this lawsuit should proceed collectively as a class action on behalf of all of the class members. The Court also appointed attorneys Jeffrey Wilens and Jeffrey Spencer to represent the class.

WHO IS IN THE CLASS

6. AM I PART OF THIS CLASS?

The Court decided that all Events & Adventures customers who were interviewed and recorded between July 1, 2009 and August 23, 2013 are part of the Class. If you are receiving this notice it means that your interview was recorded. If you have not received this Notice in the mail, that may mean your current address was not known when the Notice was mailed, or that your particular interview was not recorded. Not all interviews were recorded. If you have not received this Notice in the mail, you should contact Class Counsel identified in paragraph 21.

7. DO I NEED PROOF IN ORDER TO GET COMPENSATION?

Proof is not required to be a member of the Class as Defendants’ records contain that information. However, if you believe you should be a Class Member, but have not received this Notice, you should contact Class Counsel at the address listed in paragraph 21 below and present proof that you are a Class Member.

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THE SETTLEMENT BENEFITS

8. WHAT DOES THE SETTLEMENT PROVIDE?

The settlement provides for the Court to resolve the question whether there is insurance coverage. If Plaintiff proves that there is insurance coverage, then the insurance company will pay \$1 million to a settlement fund. If the final result is there is no insurance coverage, then the insurance company will not pay anything, which means you and the other class members, Plaintiff and the Class Counsel will receive nothing.

Assuming there is insurance coverage, the one million dollars will be allocated to pay certain legal expenses, settlement administration expenses and an incentive award to the Plaintiff in amounts approved by the Court. The rest of the money will be divided among all the class members in equal shares. The class members will receive at least \$555,000 to be divided among themselves, or about **\$2,423** each.

9. HOW DO I GET MY COMPENSATION?

If this Settlement is approved after the Fairness Hearing (see paragraph 18), the case will then proceed to trial on the insurance coverage issue. That could take anywhere from a few months to a few years to resolve, depending on whether there is an appeal.

Eventually, if the final determination is that there is insurance coverage, then you will be mailed a check for the settlement funds you are owed. Because this could take a long time, be sure to notify the Settlement Administrator of any change of address as stated in paragraph 2.

10. WHAT AM I GIVING UP TO ACCEPT THE SETTLEMENT?

Because you did not exclude yourself from this lawsuit after the Court certified the case as a class action, you cannot start a lawsuit, continue a lawsuit or join a lawsuit raising similar claims against Defendants. It also means you are “releasing” all of the Defendants (and related companies and persons) from any legal claims you might have relating to the recording of your interview at E & A, and foregoing the ability to recover money from them beyond their \$1 million insurance policy. As detailed above, recovery of the insurance policy is contingent upon proving there is insurance coverage. The Defendants have provided evidence that they have extremely limited assets, so there is little chance of obtaining a significant recovery from them beyond their insurance policy. Class Counsel believe that it is in the best interest of the class to avoid a trial on the merits and damages and proceeding directly to trial on the availability of insurance coverage.

This release does not include any claims relating to your membership at E & A or the services received. It is limited to claims arising from the recording during the interview.

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11. WHAT IF I DO NOTHING AT ALL?

You will be automatically included in this settlement, will release claims and will recover money from the settlement fund if Plaintiff proves there is insurance coverage.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. CAN I EXCLUDE MYSELF FROM THE SETTLEMENT?

Because you were previously served Notice of this Class Action and did not exclude yourself or opt out of the case, you no longer have that option. Instead, you are legally bound by the Court's judgment. However, you still retain the right to object to the Settlement as set forth below in paragraph 16.

THE LAWYERS REPRESENTING YOU

13. DO I HAVE A LAWYER IN THIS CASE?

Yes. The Court ruled that attorneys Jeffrey Wilens of the law firms of Lakeshore Law Center and Jeffrey Spencer of The Spencer Law Firm are qualified to represent you and all Class Members and appointed them to be Class Counsel. They are experienced in handling similar consumer rights cases. More information about these law firms, their practices and their experiences is available at www.lakeshorelaw.org and www.spencerlaw.net.

14. SHOULD I GET MY OWN LAWYER?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you will have to pay that lawyer.

15. HOW WILL THE LAWYERS AND PLAINTIFF BE PAID?

In the event Plaintiff prevails on her claim that there is insurance coverage, Class Counsel will ask the Court for attorneys' fees equal to \$400,000 and for court costs reimbursement of up to \$20,000. They have spent more than four years prosecuting this lawsuit and must still prosecute the insurance coverage trial and a possible appeal.

In addition, the named Plaintiff has requested the Court award an "incentive award." This is additional compensation to her for the hours of extra work and the personal risks they assumed in bringing the lawsuit, which the rest of the class members did not have to do. The total amount sought for incentive awards is \$10,000 which is one percent of the total fund.

The Court may award less than these amounts sought for fees, costs and incentive awards. Defendants have agreed not to oppose these fees and expenses, or incentive awards.

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OBJECTING TO THE SETTLEMENT

16. HOW DO I TELL THE COURT I DO NOT LIKE THE SETTLEMENT?

If you are a Class Member, you can object to the settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement.

To object, you must file a Written Objection or a Notice of Intention to appear at the Fairness Hearing (see paragraph 18) with the Clerk of the Superior Court for the State of California, County of Orange, 751 West Santa Ana Blvd., Santa Ana, CA 92701.

The Written Objection or Notice of Intention to Appear must be postmarked by December 26, 2016 or it will not be valid.

You must also serve by the above deadline copies of the Objection or Notice by United States Mail to the following:

Plaintiff's Attorneys and Class Counsel:

JEFFREY WILENS
LAKESHORE LAW CENTER
18340 Yorba Linda Blvd. Suite 107-610
Yorba Linda, CA 92886
Telephone: 714-854-7205
Facsimile: 714-854-7206
Email: jeff@lakeshorelaw.org

Defendants' Attorneys:

EDWARD SUSOLIK
CALLAHAN & BLAINE
3 Hutton Centre Drive, Ninth Floor
Santa Ana, CA 92707
Telephone: 714-241-4444
Facsimile: 714-241-4445
Email: ES@callahan-law.com

Any written objections or notice of intent to appear shall state each specific reason in support of your objection and any legal support for each objection.

17. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING MYSELF?

Objecting is simply 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 is telling the Court that you do not want to be part of that Class. You were previously given the chance to exclude yourself and did not do so; therefore, that option is no longer available.

THE COURT'S FAIRNESS HEARING

18. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Fairness Hearing on **January 13, 2017 at 10:30 a.m.** in

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Department CX105 of the Orange County Superior Court, 751 West Santa Ana Blvd., Santa Ana, CA 92701. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court 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 Class Counsel and Plaintiff. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

19. DO I HAVE TO COME TO THE FAIRNESS HEARING?

No. Class Counsel will answer questions the Court may have. However, you are welcome to come at your own expense. If you file an Objection, you don't have to come to Court to talk about it. As long as you filed and served your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

20. MAY I SPEAK AT THE HEARING?

If you file a Notice of Intention to Appear by December 26, 2016, you may be permitted to speak at the Fairness Hearing.

GETTING MORE INFORMATION

21. ARE MORE DETAILS AVAILABLE?

Visit the website www.lakeshorelaw.org/eventsadventuresclassaction.html where you will find relevant information and documents. You may also write to, email or call Class Counsel at:

Jeffrey Wilens, Esq.

LAKESHORE LAW CENTER

18340 Yorba Linda Blvd. #107-610

Yorba Linda, CA 92886

jewell@lakeshorelaw.org

Jeffrey Spencer, Esq.

THE SPENCER LAW FIRM

903 Calle Amanecer, Suite 220

San Clemente, CA 92673

jps@spencerlaw.net

The pleadings and other records in this litigation may be examined online on the Orange County Superior Court's website located at <https://ocapps.occourts.org/civilwebShoppingNS/Search.do#searchAnchor>, type in the case number 30-2012-00547490, and click on "Register of Actions" to view information about the case and purchase documents if you want to.

DO NOT CONTACT THE JUDGE OR THE COURT TO DISCUSS THE LAWSUIT.

BY ORDER OF THE COURT:

Dated: November 10, 2016

by Thierry P. Colaw
Judge of the Superior Court