

**— Legal Notice —**

— This is not a solicitation from a lawyer —

**TO: Great Expectations Customer**

If you had a dating service contract with *Great Expectations* (in Walnut Creek, Sacramento, Palo Alto, Upland, or Irvine) between November 14, 2002 and March 5, 2006, you could get a money payment from a proposed class action settlement.

This notice is to tell you about a hearing regarding the proposed settlement and to explain your options in this case.

Your legal rights are affected whether you act or don't act. Please read this notice carefully.

**Your Legal Rights and Options in this Settlement**

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<b>1</b>	<b>Do nothing</b>	You will not receive any money from the settlement and you will give up your right to make a claim against Great Expectations or its owners about the same challenged practices.	<i>See page 4</i>
<b>2</b>	<b>Submit a claim</b>	You may submit a claim and ask for money back from Great Expectations as explained below.	<i>See page 4</i>
<b>3</b>	<b>Object</b>	You may write the Court to say why you do not agree with the proposed settlement.	<i>See page 5</i>
<b>4</b>	<b>Stay in the Settlement Class but get your own lawyer</b>	You will still be part of this lawsuit, but you can hire your own lawyer to represent you. You must then pay your lawyer's fees and costs.	<i>See page 6</i>
<b>5</b>	<b>Exclude yourself from the Settlement Class</b>	You will not receive any payment from the settlement, but you will have the option to continue with this lawsuit against Great Expectations based on the same challenged practices.	<i>See page 6</i>

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**Please do not call or write the Court or *Great Expectations* with questions about this lawsuit.**

*If you have more questions after reading this Notice, see page 7.*

## What this Case is About

This case is called *W. Glenn Howells, et al. v. Great Expectations Palo Alto, et al.* (Case # RG-05-241832). It is part of the Judicial Council Coordinated Proceeding called *Great Expectations Cases* (Case #JCCP4470).

This case is not about the quality of Great Expectations' dating services. Rather, it claims that the *Great Expectations* dating service locations in Walnut Creek, Sacramento, Palo Alto, Upland, and Irvine used contracts that violated California law in two ways:

- The contracts did not include a clause that states that members may be excused from paying, get a refund, and cancel their contract if they died, became disabled, or moved more than 50 miles from their dating center location and any other Great Expectations dating center in violation of Civil Code Section 1694.3 (This is called the “Death, Disability and Relocation Terms”); **and**
- Some contracts required members to make payments for more than two years in violation of California Civil Code Section 1694.2(d).

Great Expectations denies that it did anything wrong.

The Court has determined after trials on the key legal issues that Great Expectations violated the California laws described above. However, the Court has also determined that, unless a *Great Expectations* member died, became disabled, relocated or made payments for a period greater than two years, the member is **not** entitled to any money refund from Great Expectations unless his or her contract is still active (i.e., the contract has not expired) and the member prepaid for dating services which the member has not yet received. The proposed settlement, if finally approved, will give up the right to appeal from those rulings in exchange for the benefits described in this Notice.

## Benefits of the Settlement – What You May Get

Under the terms of the settlement, Great Expectations will be required to (1) fix its Dating Service Contracts so that all future contracts comply with the law, and (2) pay \$200,000 for the benefit of the members of the Settlement Class. Of that \$200,000, about \$40,000 will be set aside for the cost of administering the settlement. In addition, plaintiff Howells has requested up to \$1,500 in addition to his share of the proposed settlement as a modest reward for having undertaken this litigation on behalf of the Class. Hence, about \$158,500 will be available in the Settlement Fund to pay claims made by class members.

If you are one of about 174 class members who claim injury based upon the illegal provisions in the Great Expectations contract you may receive up to a full refund as compensation for your injury. Class members whose claim of injury is accepted will be paid in full before other claims are paid. For more details, see Section 2 on pages 4 and 5 of this notice.

If you are one of about 8,700 class members who do not claim injury from the above contract

violations, you may receive between nothing and \$100 or more from the proposed settlement. See Section 2, below.

The exact amount of the benefits available to each participant will not be known until members of the Class submit claim forms .

**The only way to receive a payment from the Settlement Fund is to submit a claim form, as explained in Section 2. Please continue reading.**

## **Notice of Hearing in this Case**

The Court has allowed Plaintiff, W. Glenn Howells to represent the Settlement Class and has given preliminary approval to a proposed settlement for this case. A final hearing to consider the fairness of the proposed settlement is scheduled for **November 5, 2010 at 9:00 a.m.** at the following location:

Alameda County Superior Court  
Administration Bldg, Dept. 17  
1221 Oak Street  
Oakland, CA, 94612

## **Attorneys' Fees and Costs**

Under the terms of the settlement, Plaintiff Howells's attorneys, the Lexington Law Group, will submit a request to the Court for up to \$150,000 to reimburse its fees and costs spent in pursuit of this lawsuit. While this represents a small fraction of the actual fees and costs spent by Plaintiff's lawyers in this case, it is all of the compensation that Plaintiff's attorneys are seeking.

## **Other Claims Against Great Expectations**

Another case (Contra County Case #CIV-MS06-00145) was filed by Stephanie Howard against Great Expectations based on the same claims that are included in the settlement. In addition, Ms. Howard's lawsuit also alleges that Great Expectation's Walnut Creek location and its owners have committed unfair and deceptive sales practices and eavesdropped illegally on its members.

The Court's trial rulings described above also apply to the same claims in Ms. Howard's lawsuit. Ms. Howard intends to appeal the Court's rulings that only Great Expectation members that died, became disabled, relocated or made payments for a period greater than two years are entitled to monetary relief in this case. Ms. Howard believes she has a chance of reversing the trial court's rulings on appeal and eventually getting more money for other members of the Class. Whether or not an appeal would ultimately result in further payments to class member who suffered no injury, this process would take a few years more to complete.

If you are one of the 1388 members of the Great Expectation's Walnut Creek dating center, and received in December 2008 or May 2010 a notice of the claims relating to sales practices and eavesdropping there, be advised that the proposed settlement agreement will **not** affect your right to participate in that portion of Ms. Howard's lawsuit or to obtain any relief based on those claims. The settlement would only bar Ms. Howard's claims that overlap with this case. However, all activity with respect to the Walnut Creek Subclass claims has been stayed until November 5, 2010.

As you may know from communications by Ms. Howard's counsel in May 2010, she opposes the proposed settlement. For further information, you may contact her attorney, Robert Goldstein at:

Robert Goldstein  
1430 Franklin Street , #202  
Oakland, CA, 94612  
Telephone: (510) 834-6720  
[robert@rgoldsteinlaw.com](mailto:robert@rgoldsteinlaw.com)

## More Information About Your Options and Legal Rights

### 1 Do nothing.

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If you do nothing, you will not receive any money payment under the proposed settlement. You do not have to pay for the lawyers who have represented you in this case so far.

If you do nothing, you will also stay in this lawsuit. This means that you accept the Court's decisions in this case and that you cannot bring a separate lawsuit against Great Expectations for these claims. Also, you may not participate in Ms. Howard's lawsuit with regard to the same claims in this lawsuit.

If you do nothing, but you had a contract with Great Expectations in Walnut Creek, you may still participate in Ms. Howard's lawsuit with regard to her deceptive sales practices and eavesdropping claims. Those claims are not affected by this settlement.

### 2 Submit a claim form.

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This is the only way for you to obtain money from the settlement. The amount of money you receive will depend on your situation as described here, and the number of claims that are submitted:

- (a) If you became unable to use Great Expectations' dating services during the term of your contract because (1) you became disabled or moved more than 50 miles away, or (2) you are the legal heir to a Great Expectations member who died during the term of his or her contract – you may get a refund of all payments made after the date of death, disability, or relocation.

For example, if you paid \$4,500 for a 3-year contract, but moved after one year, you may get a \$3,000 refund plus interest under the terms of the proposed settlement.

- (b) If you committed by contract to make payments (dues or other payments) to Great Expectations for more than two years, you may receive a refund of all payments you made more than two years after the date your contract began plus interest.
- (c) If you still have an active contract with Great Expectations as of **September 17, 2010**, you may cancel your contract, be excused from making any future payments, and may receive a refund of any money you pre-paid for services you have not yet received from Great Expectations.

If neither (a), nor (c) above apply, you are still entitled to a share of any remaining portion of the Settlement Fund. Based upon their experience in this and other class action cases, Plaintiff Howells and Defendants estimate this payment to be about **\$100** for every class member who files a claim form. However, depending on how many class members file claims, a class member who does not qualify under (a), (b) or (c) above, could receive significantly more or less.

The Court will assess the fairness of the settlement at the hearing on final approval once the number of actual claims submitted is known. No payments will be distributed until and unless the Court grants final approval and all appeals, if any, are resolved (in favor of the Settlement).

**To submit a claim:** You must legibly fill out the attached claim form (just one claim form per person). Send your complete claim form and supporting documents to Rust Consulting, Inc., the Claims Administrator, by **September 17, 2010**, at this address:

Rust Consulting, Inc.  
PO Box 2362  
Faribault, MN 55021-9062

You may be required to submit proof of any claim made pursuant to (a)-(c) above.

**If your claim is denied:** You may dispute any denial by contacting the Claims Administrator with 10 days of your receipt of the denial and by providing documents to support your claim.

After all money claims are paid to members of the Class, any remaining funds under the settlement will be paid to the Consumer Federation of California, a non-profit organization dedicated to advocacy on behalf of the rights of consumers.

### 3 **Object.**

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You may write to the Court to say why you do not agree with the proposed settlement. **You may object to this settlement and also file a claim form.**

You do not have to go to Court or hire an attorney to do this. Your objection must include:

- The name of this case (*Great Expectations Cases*, Case No. JCCP 4470)
- Your name, address, and phone number; and
- Your objections and any supporting arguments.

**Your objection must be filed with the Court by **October 4, 2010** at:**

Clerk of Alameda County Superior Court  
Rene C. Davidson Courthouse  
1225 Fallon Street, Oakland, CA 94612

**You must also mail a copy of your objection to all of the attorneys listed below by **October 4, 2010**:**

*Attorney for Great Expectations*

Mark Ellis, Esq.  
Ellis, Lavoie, Poirier, Steinheimer & McGee LLP  
555 University Ave., Suite 200 East  
Sacramento, CA 95825

*Attorney for the Class*

Mark N. Todzo, Esq.  
Lexington Law Group  
1627 Irving Street  
San Francisco, CA 94122

If you object, you remain a member of the Class and remain eligible to file a claim and receive benefits. If you do not want to be a part of this case, see Section 5, "Exclude Yourself," below.

### 4 **Stay in the Settlement Class but get your own lawyer.**

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If you want to participate in the proposed settlement and stay in the class action, but prefer to have your own attorney, you are free to do so. But, you will have to pay your lawyer's fees and costs.

### 5 **Exclude yourself.**

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This is your only option if you do not want to be part of this settlement or if you want to continue litigating the contract deficiency claims described above against Defendants. If you exclude yourself from this settlement, you will not be excluding yourself from this lawsuit. You will still be bound by all of the Court's prior rulings in this case, including those described above. Excluding yourself means you will not have the right to any money that may be awarded to the Class under this settlement. If you exclude yourself, you may not file a claim or object to the settlement.

To exclude yourself from the Class, check the appropriate box on the enclosed claim form or mail a letter saying you want to exclude yourself from this class action lawsuit, *Great Expectations Cases*, Case No. JCCP 4470, to Rust Consulting, Inc. at:

Rust Consulting, Inc.  
PO Box 2362  
Faribault, MN 55021-9062

Should you choose to write a letter, your letter should include:

- Your full name and address
- Your signature

**Deadline: September 17, 2010.** (Your letter must be postmarked by this date)

## **To Learn More About this Case**

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This notice is only a summary. For more information about this case and to review key documents pertaining to the proposed settlement, you may:

- Visit the following website: [www.lexlawgroup.com/settdocs.html](http://www.lexlawgroup.com/settdocs.html)
- Contact the Claims Administrator:  
Rust Consulting, Inc.  
PO Box 2362  
Faribault, MN 55021-9062  
Toll Free Number: 1-877-690-7098  
-- OR --
- Contact the attorney for the Class:  
Mark N. Todzo, Esq.  
Lexington Law Group  
1627 Irving Street  
San Francisco, CA 94122  
(415) 759-4111  
[mtodzo@lexlawgroup.com](mailto:mtodzo@lexlawgroup.com)

To view all of the court papers about this case: Visit the Alameda County Superior Court's website, known as "DomainWeb," at: [www.alameda.courts.ca.gov/domainweb](http://www.alameda.courts.ca.gov/domainweb). select "Case Summary" and enter this lawsuit's Case Number, JCCP004470 (be sure to enter all capital letters).

To read the laws that the lawsuit claims were violated, see: Cal. Civil Code §§ 1694.2(d) and 1694.3.

**Please do not call or write the Court or *Great Expectations* with questions about this lawsuit.**

