

asserted in the Action or any forum by Defendants or any of them or their respective successors and assigns against Plaintiff, any Class Member, or any of their respective counsel, which arise out of or relate in any way to the institution, prosecution, settlement or dismissal of the Action, including any claims of bad faith or abuse of process against Plaintiff or Plaintiff's Counsel relating to their prosecution of the Action; provided, however, that Defendants' Claims shall not include any claims relating to the enforcement of the Settlement.

"Unknown Claims" means any and all claims that Plaintiff or any Class Member does not know or suspect exists in his, her or its favor at the time of the release of the Released Claims as against the Released Parties, including without limitation those which, if known, might have affected the decision to enter into this Settlement, and any and all claims which any Defendant does not know or suspect to exist in his, her or its favor at the time of the release of the Released Defendant Claims, including without limitation those which, if known, might have affected the decision to enter into this Settlement. With respect to any of the Released Claims and Released Defendant Claims, the Parties stipulate and agree that upon the Effective Date, Plaintiff and each Defendant shall expressly and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived, relinquished and released any and all provisions, rights and benefits conferred by or under Cal. Civ. Code § 1542 or any law of the United States or any state of the United States or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable or equivalent to Cal. Civ. Code § 1542, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." Plaintiff and Defendants acknowledge, and the other Class Members by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims and the Released Defendant Claims, but that it is the intention of Plaintiff and Defendants, and by operation of law the other Class Members, to completely, fully, finally and forever extinguish any and all Released Claims and Released Defendant Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. Plaintiff and Defendants acknowledge, and the other Class Members and other Released Parties by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of "Released Claims" and in the definition of "Released Defendant Claims" was separately bargained for and was a key element of the Settlement and was relied upon by Plaintiff and Defendants in entering into the Stipulation.

I (We) declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct.

Signature of Claimant

Date: - -
MM DD YYYY

Print Name of Claimant

Signature of Co-Claimant, if any

Date: - -
MM DD YYYY

Print Name of Co-Claimant

If You move after filing this notice but before You receive a response please provide Your new address to the Settlement Administrator by emailing info@strategicclaims.net or calling 1-866-274-4004. Thank You.

QUESTIONS? CALL 1-866-274-4004 TOLL FREE, OR VISIT WWW.PRIMEDIASETTLEMENT.COM

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