

**UNITED STATES DISTRICT COURT FOR THE DISTRICT OF OREGON**

*Jamie Zuccaro, et al. v. Hot Topic, Inc., Case No. 3:23-cv-1242*

**If you made one or more purchases from Hottopic.com while residing in California or Oregon during the time periods listed below, you may be entitled to compensation from a class action settlement.**

*A federal court authorized this Long Form Notice (“Notice”). This is not a solicitation from a lawyer.*

- The Settlement resolves an Action alleging that Defendant deceptively advertised various discounts of its products on its website, www.Hottopic.com. Defendant denies that any of its advertising is deceptive.
- 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.
- Subject to the Court’s approval of this Settlement, Defendant has agreed to pay settlement benefits, and other expenses, as described below, to fully resolve and release the claims of all consumers who purchased one or more products from www.Hottopic.com, and whose purchases were: (1) made while a resident of the state of California from March 15, 2019, to July 29, 2024, or (2) made while a resident of the state of Oregon from August 25, 2022, to July 29, 2024.
- Under the terms of the Settlement, each of approximately 1 million Settlement Class Members will receive a **\$10** settlement benefit in either (a) cash, paid by check or electronic payment (“Cash Benefit”); or (b) store credit that can be applied towards any purchase made on www.Hottopic.com (“Credit Benefit”). More information about the Cash Benefits and the Credit Benefits is set forth below. In addition to these benefits, Defendant has also agreed to pay notice and administration costs, incentive awards of up to \$2,500 to each of the Class Representatives, and reasonable attorneys’ fees and expenses of up to \$2 million, subject to approval by the Court. Payment of these costs and fees will not reduce the value of the Cash and Credit Benefits that Settlement Class Members will receive.
- To be eligible to receive the Cash Benefit, Settlement Class Members must submit a valid Claim Form accompanied by Proof of Purchase evidencing that they made a purchase from www.Hottopic.com during the relevant period that was subject to an advertised percentage-off discount (e.g., “20% OFF,” “20% Off Sitewide”) that applied sitewide. You can tell if you had this type of discount by looking at your order confirmation emails. They will simply say “20% OFF” or “20% Off Sitewide” (or some other percentage off). More information about the required Proof of Purchase is included below. Settlement Class Members who do not choose to receive the Cash Benefit by submitting a valid Claim Form accompanied by a valid Proof of Purchase shall instead automatically receive the Credit Benefit.
- Your legal rights may be affected whether you act, or don’t act. Read this Notice carefully.

## Your Legal Rights and Options in This Settlement:

DO NOTHING	If you do nothing, and the Settlement is finally approved by the Court, you will receive a \$10 credit that can be applied towards any one purchase made on <a href="http://www.HotTopic.com">www.HotTopic.com</a> . More information about the credits is provided below. By doing nothing, you will give up certain rights to sue Defendant.
UPDATE YOUR INFORMATION	If your email address has changed since you ordered from <a href="http://www.HotTopic.com">www.HotTopic.com</a> , please visit the Contact Us page on the Settlement Website to update your address. To ensure no issues in receiving your Credit Benefit, please do so by <b>October 27, 2024</b> .
SUBMIT A CLAIM FORM	If you submit a valid Claim Form and accompanying Proof of Purchase by <b>October 27, 2024</b> , and elect to receive the Cash Benefit, you will receive a \$10 cash payment in the form of a check or electronic payment (so long as the Settlement is finally approved by the Court). You may submit only one Claim Form. By submitting a Claim Form, you will give up certain rights to sue Defendant.
EXCLUDE YOURSELF FROM THE CASE	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 <b>September 27, 2024</b> .
OBJECT TO THE SETTLEMENT	Write to the Court 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 Benefit (so long as the Settlement is finally approved by the Court). The deadline for objecting is <b>September 27, 2024</b> .

- 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 Benefits 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 items from [www.Hottopic.com](http://www.Hottopic.com), and your purchases were: (1) made while you were a resident of the state of California from March 15, 2019, to July 29, 2024, or (2) made while you were a resident of the state of Oregon from August 25, 2022, to July 29, 2024, you may have legal rights and options in this case. This Notice explains all of these issues. Judge Michael W. Mosman of the United States District Court for the District of Oregon is overseeing this class action. The case is known as *Jamie Zuccaro, et al. v. Hot Topic, Inc.*, Case No. 3:23-cv-1242 (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 Jamie Zuccaro, Catherine Moody, and Andrew Cohn, the named “Plaintiffs”), sue on behalf of all people who they believe 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 settlement class action can be found in the Court’s Preliminary Approval Order, which is available at [www.HotTopicClassAction.com](http://www.HotTopicClassAction.com).

### 3. Why is there a Settlement?

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 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 Action about?

The Action claims that Defendant deceptively advertised various discounts of its products on its website, [www.Hottopic.com](http://www.Hottopic.com). Defendant denies that any of its advertising is deceptive. The Action claims that Defendant violated California and Oregon consumer protection law, and also asserts claims for breach of contract, breach of express warranty, intentional misrepresentation, and negligent misrepresentation. Defendant denies and has asserted defenses to these claims and denies any liability or wrongdoing. More information can be found in the Consolidated Class Action Complaint, available at [www.HotTopicClassAction.com](http://www.HotTopicClassAction.com).

## 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 persons who, while a resident of the state of California, purchased one or more products on Defendant’s website, [www.Hottopic.com](http://www.Hottopic.com) from March 15, 2019, to July 29, 2024 (“California Settlement Subclass”).
- All persons who, while a resident of the state of Oregon, purchased one or more Defendant’s website, [www.Hottopic.com](http://www.Hottopic.com) from August 25, 2022, to July 29, 2024 (“Oregon Settlement Subclass”).

Excluded from the Settlement Class are all 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; 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 the Hot Topic Website, underlying the claims in the operative complaint in the Action.

## THE SETTLEMENT BENEFITS

### 6. What does the Settlement provide?

Under the terms of the Settlement, if the Settlement is finally approved by the Court, each of the approximately 1 million Settlement Class Members will receive a \$10 settlement benefit in either (a) cash, paid by check or electronic payment (“Cash Benefit”); or (b) store credit that can be applied towards any purchase made on [www.Hottopic.com](http://www.Hottopic.com) (“Credit Benefit”). As explained in greater detail below, to receive the Cash Benefit, Settlement Class Members must submit a valid Claim Form accompanied by Proof of Purchase evidencing that they made a purchase from the Hot Topic website during the relevant period that was subject to an advertised sitewide percentage-off discount. Credit Benefits will not expire and can be used towards any purchase on [www.Hottopic.com](http://www.Hottopic.com). Class Members may elect to pick up products ordered using a Credit Benefit in a brick-and-mortar Hot Topic store (rather than having the items shipped to them).

In addition to these benefits, Defendant has also agreed to pay notice and administration costs, incentive awards of up to \$2,500 to each of the Class Representatives, and reasonable attorneys’ fees and expenses of up to \$2 million, subject to approval by the Court. Payment of these costs and fees will not reduce the value of the Cash and Credit Benefits that Settlement Class Members will receive.

### 7. How much will my payment be?

Each Cash Benefit and Credit Benefit will be worth \$10.

### 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 and related Discharged Parties from any and all claims under federal and state law that have or could have been asserted by any or on behalf of any Settlement Class Member in the Action that are based on, arise from, or relate to the allegations concerning Defendant’s advertising practices at issue in the Action, the Discharged Parties’ representations, advertising, marketing and/or sales on the Hot Topic Website, or your purchases on the Hot Topic Website.

## THE LAWYERS REPRESENTING YOU

### 9. Do I have a lawyer in this case?

Yes. The Court has preliminarily appointed Simon Franzini and Grace Bennett of Dovel & Luner, LLP as Class Counsel to represent you and the Settlement Class in this case for settlement purposes only. These lawyers 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 with the Court for attorneys' fees and reimbursement of the costs they sustained in litigating this case of no more than \$2 million. Class Counsel may also ask the Court to approve incentive awards of up to \$2,500 to the Class Representatives, Jamie Zuccaro, Catherine Moody, and Andrew Cohn. The Court may award less than these amounts.

## HOW TO CHOOSE YOUR SETTLEMENT BENEFIT

### 12. How can I get compensation under the Settlement?

Settlement Class Members who do not opt out of the Settlement by **September 27, 2024** will receive compensation in the form of either (a) \$10 cash, paid by check or electronic payment ("Cash Benefit"); or (b) a \$10 credit that can be applied towards any purchase made on [www.Hottopic.com](http://www.Hottopic.com) ("Credit Benefit").

To receive the Cash Benefit, you must submit a valid Claim Form accompanied by proof of purchase showing that you made a purchase on [www.Hottopic.com](http://www.Hottopic.com) during the relevant period that was subject to an advertised sitewide percentage-off discount (e.g., "20% OFF," "20% Off Sitewide"). Settlement Class Members who do not submit a valid Claim Form accompanied by a valid proof of purchase by **October 27, 2024** will receive the Credit Benefit.

A Claim Form is available on the internet at [www.HotTopicClassAction.com](http://www.HotTopicClassAction.com). If you would like to request a Cash Benefit, read the instructions carefully, fill out the form, sign it, and submit it online with a valid Proof of Purchase no later than **October 27, 2024**. Your proof of purchase can be uploaded alongside the Claim Form on [www.HotTopicClassAction.com](http://www.HotTopicClassAction.com). You may also submit a Claim Form along with printed proof of purchase by mail if postmarked by no later than **October 27, 2024**. If you prefer to mail in your Claim Form and proof of purchase, you can send it to *Zuccaro, et al. v. Hot Topic, Inc.*, c/o Kroll Settlement Administration LLC, PO Box 225391, New York, NY 10150-5391.

Failure to timely submit a valid Claim Form with all requested information, including a valid proof of purchase showing that a Class Member made a purchase during the relevant time period that was subject to an advertised sitewide percentage-off discount, will result in such Settlement Class Member receiving a Credit Benefit by default. With a Credit Benefit, you will receive an email with a code that you can use anytime on [www.Hottopic.com](http://www.Hottopic.com) and which will never expire.

### 13. What type of Proof of Purchase do I need to submit?

To be eligible to receive the Cash Benefit, you must submit proof that you made a purchase on the Hot Topic website during the relevant period that was subject to an advertised sitewide percentage-off discount. Sitewide discounts were advertised on Defendant's website as applying "sitewide" (or across the "site")—meaning that they applied a flat percentage-based discount across Defendant's products (notwithstanding that such discounts excluded certain products and product lines). Examples of such sitewide discounts would be "20% OFF" or "20% Off Sitewide" (or some other percentage off). You can tell if you had this type of discount by looking at your order confirmation emails. They will simply say "20% OFF" or "20% Off Sitewide" (or some other percentage off). An example of a non-sitewide discount would be a special sale that applied to just one item or type of item (e.g., "t-shirts"), or a "buy two get one free" or similar promotion.

Sufficient Proof of Purchase includes any screenshot (or PDF, or print out) of an email receipt or Hot Topic app screen shot that (1) identifies you (by your name), (2) indicates a purchase on [www.Hottopic.com](http://www.Hottopic.com) on a date within the relevant period (for example, by showing the date of the email), (3) includes a billing address or shipping address in California or Oregon, (4) includes an order number identifying your purchase, and (5) indicates that the purchase was subject to an advertised sitewide percentage-off discount.

### 14. When would I receive compensation?

The Court will hold a Final Approval Hearing on **November 5, 2024**, 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 Benefits 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 [www.HotTopicClassAction.com](http://www.HotTopicClassAction.com). Please be patient.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 15. How do I get out of the Settlement?

If you do not want a Settlement Benefit 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 Class Action 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 *Jamie Zuccaro, et al. v. Hot Topic, Inc.*, Case No. 3:23-cv-1242 (D. Or.)." No request for exclusion will be valid unless all of the information described above is included.

You must mail your exclusion request postmarked no later than **September 27, 2024**, to the Class Action Settlement Administrator at the following address: *Zuccaro, et al. v. Hot Topic, Inc.*, c/o Kroll Settlement Administration LLC, PO Box 225391, New York, NY 10150-5391.

**16. 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.

**17. 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.

## **OBJECTING TO THE SETTLEMENT**

**18. 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 filing 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 Benefits 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 (*Jamie Zuccaro, et al. v. Hot Topic, Inc.*, Case No. 3:23-cv-1242 (D. Or.)), (b) be mailed to the Settlement Administrator at *Zuccaro, et al. v. Hot Topic, Inc.*, c/o Kroll Settlement Administration LLC, PO Box 225391, New York, NY 10150-5391 or filed in person at any location of the United States District Court for the District of Oregon, and (c) be filed or postmarked on or before **September 27, 2024**.

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).

**19. 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 Benefit.

## IF YOU DO NOTHING

### 20. What happens if I do nothing at all?

If you do nothing, you will remain a member of the Settlement Class and you will give up your rights to sue Defendant. You will automatically receive a Settlement Benefit in the form of a \$10 credit that can be applied towards any purchase made on [www.Hottopic.com](http://www.Hottopic.com).

## THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at **10:00 AM on November 5, 2024**, at the United States District Court for the District of Oregon, Mark O. Hatfield United States Courthouse, 1000 Southwest Third Avenue, Portland, Oregon 97204-2945. At this Final Approval 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 on award amounts for 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 or the Court's PACER site to confirm that the date has not been changed and whether the hearing may proceed virtually.

### 22. Do I have to come to the Final Approval 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.

### 23. May I speak at the Final Approval 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 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 Court and postmarked no later than **September 27, 2024**. You cannot speak at the hearing if you excluded yourself from the Settlement.

## 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 [www.HotTopicClassAction.com](http://www.HotTopicClassAction.com), or by calling toll-free (833) 739-5615, or by writing to the Class Action Settlement Administrator at *Zuccaro, et al. v. Hot Topic, Inc.*, c/o Kroll Settlement Administration LLC, PO Box 225391, New York, NY 10150-5391, or by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://www.ord.uscourts.gov/>, or by visiting the office of the Clerk of the Court for the United States District Court for the District of Oregon, Mark O. Hatfield United States Courthouse, 1000 Southwest Third Avenue, Portland, Oregon 97204-2945, between 8:30 a.m. and 4:30 p.m., Monday through



Thursday, or 9:30 a.m. and 4:30 p.m on Fridays, 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  
201 Santa Monica Blvd., Suite 600  
Santa Monica, California 90401  
(310) 656-7066

In order to get more information about the proposed Settlement or to change your information, please go to [www.HotTopicClassAction.com](http://www.HotTopicClassAction.com), call toll-free (833) 739-5615, or write to the Class Action Settlement Administrator at *Zuccaro, et al. v. Hot Topic, Inc.*, c/o Kroll Settlement Administration LLC, PO Box 225391, New York, NY 10150-5391

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