

## **Notice of Rosetta Stone Settlement: Refund or Free Subscription**

**If you purchased a Rosetta Stone online subscription on Rosetta Stone's website that was automatically renewed between January 30, 2013 and July 5, 2016, you may be entitled to benefits as part of a settlement agreement.**

### **What is This Notice About?**

A settlement has been reached with three individual consumers seeking to represent similarly-situated Rosetta Stone customers who purchased an online subscription from Rosetta Stone's website that was automatically renewed between January 30, 2013 and July 5, 2016. These consumers allege that Rosetta Stone charged them at automatic renewal more for their subscriptions than the price advertised or that the advertised prices were misleading. Rosetta Stone disagrees and maintains that it provided accurate advertisements and notices to customers for the prices to be charged. Rather than resolve the issue through litigation, the consumers and Rosetta Stone have reached an agreement in the form of a private settlement to resolve the matter for all similarly situated customers who choose to participate.

### **Who is Included?**

The settlement will provide benefits to any Settlement Member whose Rosetta Stone online subscription was originally purchased at the Rosetta Stone website and then was automatically renewed between January 30, 2013 and July 5, 2016 and who submits a Valid Claim Form. If you qualify, you may submit a Claim Form to get benefits.

### **Why is There a Settlement?**

Both sides agreed to a settlement to avoid the uncertainty and cost of litigation, and to provide benefits to Settlement Members. No determination of liability has been made by any court and Rosetta Stone denies any liability or wrongdoing of any kind associated with the claims asserted by the individual consumers who are parties to the settlement.

### **What Does the Settlement Provide?**

Rosetta Stone has agreed to make the terms of its pricing and subscription renewals more conspicuous and to provide each Eligible Settlement Member either (1) a \$25 cash payment; or (2) a one-time, non-renewable subscription for up to 24 months to an available online language product of the Eligible Settlement Member's choosing. Rosetta Stone has also agreed to adjust its advertising practices concerning first-time subscriptions.

### **How Do I Participate in the Settlement?**

You need to accurately complete and return a Claim Form either electronically or by mail. Simply visit the website below to file a Claim Form electronically or to print and mail a Claim Form. Claim Forms are due by July 9, 2018.

For more information, visit the website [www.RosettaStoneSettlement.com](http://www.RosettaStoneSettlement.com), or write to Rosetta Stone Settlement Administrator, c/o KCC, LLC, P.O. Box 404000, Louisville, KY 40233-4000.

### **What Are My Other Options?**

You are not required to participate in the Settlement Agreement unless you would like to receive one of the benefits of the settlement. If you participate, you agree to release any claim that you might otherwise have individually against Rosetta Stone. If you do nothing, you will not be bound by the settlement but you also will not receive any benefit.