

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS**

Index No. 26824-02

VIVAN RICHMAN and BEVERLY BAIDA,
individually and on behalf of all
others similarly situated,

Plaintiffs,

- against -

**CAROL WRIGHT PROMOTIONS, INC., d/b/a
CAROL WRIGHT GIFTS, COX DIRECT, and
CAROLWRIGHTGIFTS.COM, and now known as
COX TARGET MEDIA SALES, INC.,
DR. LEONARD'S HEALTHCARE CORP. d/b/a
CAROL WRIGHT GIFTS, COX DIRECT, and CAROLWRIGHTGIFTS.COM,
DRL HOLDINGS INC. d/b/a
CAROL WRIGHT GIFTS, COX DIRECT, and CAROLWRIGHTGIFTS.COM,
CAROL WRIGHT GIFTS, INC. d/b/a
CAROL WRIGHT GIFTS, COX DIRECT, and CAROLWRIGHTGIFTS.COM,
COX TARGET MEDIA, INC. d/b/a
CAROL WRIGHT GIFTS, COX DIRECT and CAROLWRIGHTGIFTS.COM,
GENESIS DIRECT FORTY-THREE, LLC d/b/a
CAROL WRIGHT GIFTS, COX DIRECT, and CAROLWRIGHTGIFTS.COM, and
PROTEAM.COM, INC. f/k/a GENESIS DIRECT, LLC d/b/a CAROL WRIGHT GIFTS, COX
DIRECT, and CAROLWRIGHTGIFTS.COM**

Defendants.

CLASS ACTION SETTLEMENT AGREEMENT

The Parties hereto enter into the following Class Action Settlement Agreement ("Agreement" or "Settlement Agreement"). This Settlement Agreement is entered into by and among Vivian Richman and Beverly Baida, the named Plaintiffs in the class action, in their individual capacities and on behalf of the class described in this Agreement, and Carol Wright Promotions, Inc., n/k/a Cox Target Media Sales, Inc., Carol Wright Gifts, Inc., n/k/a Cox Gifts, Inc., and Cox Target Media, Inc., ("the Cox Defendants"), who collectively shall be the "Settling Parties," as more fully defined below.

1. The following terms have the following meanings for purposes of this Settlement Agreement:

- A) "Action" means this lawsuit.
- B) "Amended Complaint" means the Second Amended Class Action

Complaint in this Action.

C) "Attorneys' Fees" means the reasonable attorneys' fees, costs of litigation, and expenses of Class Counsel, including fees and expenses incurred by them to answer any questions about this settlement from members of the Class that contact them, as may be requested by Class Counsel and awarded by the Court in an amount not to exceed \$45,000.00.

D) "Claim" shall mean any claim for reimbursement for any amounts paid for the Cox Defendants' "GUARANTEED REPLACEMENT OF LOST/DAMAGED MERCHANDISE" fee, which fee never exceeded \$1.50, paid by a Class Member during the Class Period to any Cox Defendant as part of a purchase of goods from any Cox Defendant. The Claim for reimbursement must be properly submitted by a Class Member to the Claims Administrator, and will be \$1.00.

E) "Claim Payment" shall mean the payment by the Claims Administrator from the Settlement Fund of all Claims in the amount of \$1.00 on a first-come, first-paid basis after deducting all administration costs and expenses.

F) "Claims Administration Costs" shall mean the following:

- 1. The costs of producing and publishing the Publication Notice;
- 2. The costs of receiving, processing, and approving or disapproving claims by Class Members for benefits under this Settlement Agreement;

3. The costs of maintaining and distributing the Claims Fund, including but not limited to the charges of the Claims Administrator and postage for mailing of any Claims payments to Class Members;

4. The costs of setting up and maintaining a website and toll free number for additional information about this settlement; and

5. All other direct costs of administering this Settlement Agreement or the settlement it contemplates, except that under no circumstances shall Claims Administration Costs include any portion of the regular salary and benefits of any Cox Defendant employee for performing any tasks except as provided by this Settlement Agreement, or any attorney's fees of the Cox Defendants' Counsel.

G) "Claims Administrator" means First Class, Inc., of Chicago, Ill.

H) "Class" means, for purposes of this Settlement Agreement only, all persons or entities in the United States who, after January 1, 1996 but before August 8, 1998 paid the Cox Defendants for what was represented as "guaranteed replacement of lost/damaged merchandise" or any similar alleged benefit. The Class does not include Class Counsel; the Cox Defendants' counsel; the officers, directors, employees or counsel of any Defendant; any state, federal, foreign, or local government; or the immediate family members of any of them.

I) "Class Member" means a person or entity belonging to the Class.

J) "Class Counsel" means Stacy M. Bardo, Brian L. Bromberg, Lance A. Raphael, and Paul M. Sod.

K) "Class Notices" means the Publication Notice.

L) "Class Period" shall mean January 1, 1996 through August 8, 1998.

M) "Court" means the Supreme Court of the State of New York, County of Queens, in which this Action is pending.

N) "Cox Defendants" means Carol Wright Promotions, Inc. n/k/a Cox Target Media Sales, Inc., Carol Wright Gifts, Inc. n/k/a Cox Gifts, Inc., and Cox Target Media, Inc. and all of their parents, affiliates, subsidiaries, successors and assigns, as well as their officers, directors, employees and agents. Cox Defendants does not include Defendants Dr. Leonard's Healthcare Corp., doing business as Dr. Leonard's and Carol Wright Gifts, DRL Holdings, Inc., Genesis Direct Forty-Three LLC, or ProTeam.Com, Inc. or any of their parents, affiliates, subsidiaries, or predecessors.

O) "Cox Defendants' Counsel" means Michael S. Miller and Tompkins McGuire Wachenfeld & Barry.

P) "Cy Pres Recipient" means AARP.

Q) "Final Approval" means entry by the Court of a final judgment and order:

1. Dismissing this Action with prejudice as against the Cox Defendants;
2. Approving the settlement of this Action as against the Cox Defendants as provided by this Settlement Agreement;
3. Expressly incorporating the release language in Paragraph 9 below; and
4. For which the time to take an appeal and/or legal challenge has expired.

R) "Final Hearing Date" means a date to be set by the Court for Final Approval.

S) "Incentive Award" means any award, not to exceed \$1,000.00 per named plaintiff, as reasonably requested by the two named plaintiffs and awarded by the Court.

T) "Preliminary Approval" means entry by the Court of an order:

1. Certifying the Class for settlement purposes only;
2. Appointing Plaintiffs as adequate representatives of the Class for such purpose;
3. Appointing Class Counsel to represent the Class;
4. Preliminarily approving the settlement of this Action and each of its substantive terms as provided in the Settlement Agreement; and
5. Approving the form and method of distribution of the Class Notices.

U) "Publication Notice" means the notice of settlement of this Action as against the Cox Defendants to be published nationally, as provided below, and containing text substantially in the form of Exhibit A to this Settlement Agreement.

V) "Settlement Payment" shall mean the sum of \$185,000.00, which, except as set forth in Paragraph 11(A) below, shall be the sole sum of money and expense to be paid by the Cox Defendants in order to settle this Action.

2. Upon Preliminary Approval of this settlement, the Class, through Class Counsel, will distribute Class Notices as follows:

A) Within 30 days of Preliminary Approval, Class Counsel will cause the Publication Notice to be published nationwide in USA Today and will cause publication thereof in any other way that they may deem necessary to give reasonable notice to the Class of this settlement. The costs of such publication shall be a Claims Administration Expense, to be deducted from the Settlement Payment.

B) Within 30 days of the publication of Paragraph 1(U) above, the Claims Administrator will make available on a website, to be selected by it and disclosed in the Class Notices, a copy of the Publication Notice, a Claim Form, and an opt-out form.

3. Only Class Members may object to, or opt out of, the Class and this settlement, and only as follows:

A) Any Class Member who wishes to object to this Settlement Agreement or the settlement it contemplates must do so by serving Class Counsel and the Cox Defendants' Counsel with a copy of a written notice of objection, together with a copy of any memorandum of law and any evidence upon which the Class Member intends to rely, by hand, mail, or courier delivery for receipt by Class Counsel and the Cox Defendants' Counsel not later than 31 days before the Final Hearing Date. Such Class Member must at the same time file the original of these papers with the Clerk of the Court. Objections that are filed or served late shall be deemed a nullity. Any Class Member who does not object in the manner provided above shall be deemed to have waived all objections and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of, or otherwise opposing in any way, this Settlement Agreement or the settlement it contemplates.

B) Plaintiffs and the Cox Defendants shall have the right to respond not later than seven (7) days prior to the Final Hearing Date to any and all timely objections by Class Members.

C) Any Class Member who wishes to appear and object in person or through counsel on the final Hearing Date must serve and file a proper objection as provided in Paragraph 3(A) above and must also serve and file at the same time a notice of intent to appear identifying the Class Member or counsel who will speak to such objection.

D) Any Class Member who wishes to remove himself, herself, or itself from the Class (and thus opt out of this settlement) must do so in writing. The Class Member must serve this opt out notice by hand, mail, or courier delivery for receipt by Class Counsel and the Cox Defendants' Counsel not later than 31 days before the Final Hearing Date.

E) In full and final settlement of the Action, the Cox Defendants pay to the Class the Settlement Payment, to be utilized as set forth in paragraph 3(F), *infra*. The Cox Defendants will pay the Settlement Payment or cause it to be paid to the Claims Administrator no later than 30 days after the completion of any appeals, or immediately after the lapse of all applicable appeal periods if no appeals have been taken, whichever is later.

F) The Settlement Payment shall be used as follows: after paying all Claims Administration Expenses and any Incentive Awards, the Claims Administrator shall make a distribution of all sums remaining therefrom on a first-come first-paid basis for to all Claimants who timely submit a Claim Form; however, in no event shall more than 1 claim form per claimant be honored. In the event that after deducting all Claims Administration Expenses, and after paying all Claims to Claimants (assuming sufficient funds exist to make such a Claims payment in that amount), there shall be funds remaining on deposit, the Claims Administrator shall pay all remaining sums to the Cy Pres Recipient.

4. The relief provided in this settlement represents a compromise for purposes of settlement and may not be deemed to represent any other position by Plaintiffs or Class Counsel, or any endorsement or approval by them of any particular form or relief. The Cox Defendants expressly deny all liability in this Action. By entering into this Settlement Agreement, the Cox Defendants do not admit any liability to any Class Member or any other person or entity, or waive any claim, counterclaim, defense, or affirmative defense against any Class Member or any other person or entity.

5. Neither the contents nor the existence of this Settlement Agreement, nor any brief in support of it, nor any of the negotiations or proceedings preceding its approval, shall be offered or received in evidence in any action or proceeding of any nature, or otherwise referred

to or used in any manner in any court or other tribunal against any of the Cox Defendants, except as may be required to approve or enforce this Settlement Agreement.

6. Promptly after execution of this Settlement Agreement, Class Counsel and the Cox Defendants' Counsel shall submit this Settlement Agreement to the Court and apply for preliminary approval.

7. The Settling Parties agree that the manner of notice described in this Settlement Agreement is the most practicable method of providing notice to Class Members, and is reasonably calculated under the circumstances to apprise them of the pendency of the Action, of their right to object to or opt out of the settlement contemplated by this Settlement Agreement, or otherwise to avail themselves of the rights created by this Settlement Agreement.

8. Any Class Member who does not opt out shall be bound by any judgment entered in the Action, whether favorable or unfavorable to such Class Member or the Class.

9. Upon Final Approval of this Settlement, all Class Members shall be deemed to have released and discharged each of the Cox Defendants, their parents, subsidiaries, affiliates, predecessors, successors, and assigns and each of the past, present and future officers, directors, employees, agents, representatives, attorneys, heirs, administrators, executors and assigns of any of them (collectively, the "Releasces"), from any and all causes of action, claims, damages, interest, demands, or equitable, legal or administrative relief, whether presently known or unknown, whether based on facts in addition to or different from those which they now know or believe to be true (and whether based on federal, state or local statute or ordinance, regulation, contract, common law, or any other source) that have been, could have been, or could now or later be alleged or asserted by any Class Member, either directly or indirectly, on their own behalf, on behalf of the Class, or on behalf of any other person against the Releasces relating to, on the basis of, in connection with, or arising out of, in whole or in part, the subject matter of any

of the claims alleged in the Amended Complaint. This release does not apply to individual claims of Class Members against the Cox Defendants unrelated in any way to the charges, disclosures, representations, or contracts at issue in this action. All Class Members expressly waive any and all rights or benefits they may now have, or in the future may have, under any law relating to the release of unknown claims, including, without limitation, California Civil Code Section 1542, which otherwise provides that "A general release does not extend to claims which the creditor does not know or suspect exist in this favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor", or under any other law or principle of common law of any State or territory of the United States, or of any foreign country, that is comparable or equivalent in substance or intent to California Civil Code Section 1542.

10. By entering into this Settlement Agreement, none of the Cox Defendants is consenting or agreeing to certification of the Class for any purpose other than to effectuate the proposed settlement of this Action. Nothing in this Settlement Agreement shall discharge or release any claim the Cox Defendants may have had against any Class Member or discharge or release, except as described in this Settlement Agreement, any claim any Class Member has against any of the Cox Defendants.

11. The Court may choose to award Attorneys' Fees to Class Counsel. The Court may also choose to award an Incentive Award to either or both of the two named Plaintiffs to recognize their role in the Action. This amount shall be determined and awarded as follows:

A) The Parties have agreed that fair and reasonable compensation for Class Counsel will be the sum of \$45,000.00. In no event shall Class Counsel or Plaintiffs seek any attorneys' fees, costs of litigation, and expenses of Class Counsel exceeding \$45,000.00 from the Court, the Class, the Cox Defendants, or any person released by this Settlement Agreement. In

no event shall the Cox Defendants or any person released by this Settlement Agreement be obligated to pay Class Counsel any portion that exceeds \$45,000.00 of any Attorneys' Fees for Class Counsel in this Action, in connection with this Action, or in connection with the settlement of this Action. The Cox Defendants will pay the \$45,000.00 or cause it to be paid to the Class Counsel no later than 30 days after the completion of any appeals, or immediately after the lapse of all applicable appeal periods if no appeal is filed, whichever is later, the full \$45,000.00.

B) On or before the Final Hearing Date, Class Counsel shall submit a sworn certification and application to the Court applying for any Incentive Award sought by the two named Plaintiffs. Any Incentive Award awarded by the Court shall be paid solely from the Settlement Payment and there shall be no additional payment by the Cox Defendants. In no event shall Class Counsel or Plaintiffs seek an incentive award for anyone other than the two named Plaintiffs or for more than \$1,000.00 for each of them, from the Court, the Class, the Cox Defendants, or any person released by this Settlement Agreement.

C) The Cox Defendants will not object to Class Counsel's application for attorneys' fees or the Plaintiffs' application for an Incentive Award.

D) The Cox Defendants must, within 14 days of receipt of notice of entry of the Court's Preliminary Approval Order, deposit \$230,000.00 in separate, segregated accounts to fund the Settlement Payment and any Attorney's Fees. If such account is interest bearing, the recipients of the Settlement Payment and any Attorney's Fees from such account shall be entitled to interest, minus any costs for maintaining such account, in proportion to the amount awarded them by the Court from such account. The Cox Defendants must not, however, pledge or encumber such account. The Cox Defendants may close such account at any time upon the earlier of, (1) payment of any Attorney's Fees, or (2) failure of the Court to grant Final Approval within one year after the Final Hearing Date.

E) No amount of Attorney's Fees claimed by any person or entity in this Action, in connection with this Action, or in connection with the settlement of this Action, may be claimed by any such person or entity in any other action or proceeding. Plaintiffs and the Cox Defendants each acknowledge that the Attorney's Fees provisions of this Settlement Agreement were negotiated after all material terms of the relief to be provided to the Class were negotiated and that none of the Attorney's Fees that may be awarded by the Court will diminish any of the relief to be provided to the Class under this Settlement Agreement.

12. The Cox Defendants or Plaintiffs may terminate this Settlement Agreement in its entirety at any time and without further obligation if:

A) Any court rejects, materially modifies, or denies approval of any material provision of this Settlement Agreement; or

B) Any court makes any other order purporting to alter or amend materially any material provision of the Settlement Agreement, or purporting to preclude Plaintiffs or the Cox Defendants, or any of them, from proceeding in whole or in material part with the proposed settlement or this Settlement Agreement.

13. In the event of termination of this Settlement Agreement:

A) This Settlement Agreement shall be considered null and void and have no force or effect, and no person or entity shall be bound by any of its terms; and

B) The rights of all persons or entities with respect to the claims and defenses asserted in the Action shall be restored to the positions existing immediately prior to execution of this Settlement Agreement.

14. This Settlement Agreement has been negotiated at arm's-length between parties of equal bargaining power, and was drafted jointly by Class Counsel and the Cox Defendants' Counsel. The amount of the settlement, as well as the other terms of this Settlement Agreement,

reflect a good faith compromise of the Class Members' claims, reached voluntarily after consultation with legal counsel. Class Counsel represent that they have investigated the facts and researched the applicable law regarding Plaintiffs' claims and potential defenses that have been or may be asserted to those claims. The Cox Defendants will provide and will continue to provide Class Counsel with certain other confirmatory discovery, for purposes of settlement only, concerning the matters in this Settlement. While Plaintiffs continue to believe that their contentions have merit, Plaintiffs and Class Counsel recognize the expense and length of continued proceedings necessary to prosecute the Action against the Cox Defendants through trial and any subsequent appeals, as well the uncertainty and risk inherent in any litigation (especially in complex actions such as this one). Based on their evaluation of these and other relevant factors, Plaintiffs and Class Counsel have determined that the settlement set forth in this Settlement Agreement is in the best interests of the Class.

15. This Settlement Agreement contains the entire agreement and understanding of Plaintiffs, the Class, Class Counsel, the Cox Defendants and Cox Defendants' Counsel with respect to its subject matter. This Settlement Agreement supersedes all prior agreements or understandings (whether oral or written), if any, between or among them with respect to such subject matter and may not be altered, amended, or modified except by a written instrument duly executed by the Cox Defendants' Counsel and one of the Class Counsel.

16. The Plaintiffs, Class Counsel, the Cox Defendants and Cox Defendant's counsel shall:

A) Cooperate fully with one another in seeking approval of the settlement contemplated by this Settlement Agreement; and

B) Cooperate fully with one another in defending any appeal from the settlement contemplated by this Settlement Agreement, defending any collateral attack on such

settlement or on its preclusive effect, and prosecuting any appeal from denial of approval of such settlement, except that the Cox Defendants shall (other than their agreement not to object as described in Paragraph 11(C) above) have no obligation to take any position with respect to any attorneys' fees, costs, disbursements, expert witness fees, and Incentive Award awarded or not awarded by the Court.

17. The Court shall retain jurisdiction to implement and enforce the terms of this Settlement Agreement, including jurisdiction to alter without further notice to the Class any dates or deadlines set by this Settlement Agreement or the Court.

18. Each of the undersigned represents and warrants that he or she has authority to execute this Settlement Agreement on behalf of the person he or she purports to represent. This Settlement Agreement may be executed in counterparts and all the executed counterparts shall together be treated as a whole. Facsimile signatures shall be deemed equivalent to original signatures for purposes of execution.

19. This Settlement Agreement and the rights and obligations it contains shall be binding upon, and inure to the benefit of, the successors and assigns of the parties to it.

20. The waiver by any person or entity of any breach of this Settlement Agreement by any other person or entity shall not be deemed a waiver of any other prior or subsequent breach and shall not constitute a continuing waiver.

21. This Settlement Agreement shall be governed by the laws of the State of New York, without regard to that State's conflict of laws provisions.

22. Notwithstanding any other provision of this Settlement Agreement, nothing in this Settlement Agreement or the settlement it contemplates shall be deemed to have released, discharged, or impaired any claim or cause of action by Plaintiffs, the Cox Defendants, or any Class Member against Defendants Dr. Leonard's Healthcare Corporation, d/b/a Dr. Leonard's

and Cox Gifts; DRL Holdings, Inc.; Genesis Direct Forty-Three LLC; or ProTeam.Com, Inc. or any of their parents, affiliates, subsidiaries, or predecessors which are not related to or arising from the pleadings in this action.

Dated: May 25, 2004

TOMPKINS, MCGUIRE, WACHENFELD & BARRY, LLP

Attorneys for Defendants Carol Wright Promotions n/k/a Cox Target Media Sales, Inc., Carol Wright Gifts, Inc. n/k/a Cox Gifts, Inc.; and Cox Target Media, Inc.

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LANCE A. RAPHAEL, ESQ.

By: _____

May-25-04 09:30pm From-TOMPKINS MCGUIRE WACHENFELD & BARRY 6736237760 T-188 P.016/018 F-616

and Cox Gifts; DRL Holdings, Inc.; Genesis Direct Forty-Three LLC; or ProTeam.Com, Inc. or any of their parents, affiliates, subsidiaries, or predecessors which are not related to or arising from the pleadings in this action.

Dated: May 25, 2004

TOMPKINS, MCGUIRE, WACHENFELD & BARRY, LLP

Attorneys for Defendants Carol Wright Promotions n/k/a Cox Target Media Sales, Inc., Carol Wright Gifts, Inc. n/k/a Cox Gifts, Inc.; and Cox Target Media, Inc.

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By: _____

and Cox Gifts; DRL Holdings, Inc.; Genesis Direct Forty-Three LLC; or ProTeam Com. Inc. or any of their parents, affiliates, subsidiaries, or predecessors which are not related to or arising from the pleadings in this action.

Dated: May 25, 2004

TOMPKINS, MCGUIRE, WACHENFELD & BARRY, LLP
Attorneys for Defendants Carol Wright Promotions n/k/a Cox Target Media Sales, Inc., Carol Wright Gifts, Inc. n/k/a Cox Gifts, Inc.; and Cox Target Media, Inc.

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LANCE A. RAPHAEL, ESQ.

By: [Signature]

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Lance A. Raphael, Esq.
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EXHIBIT A**NOTICE OF CLASS ACTION SETTLEMENT**

Richman v. Carol Wright Promotions, Inc., et al., Index No. 26824/2002, in Part 6 of the Supreme Court of the State of New York, Queens County, 88-11 Sutphin Boulevard, Jamaica, New York 11435

IF YOU PURCHASED GOODS FROM CAROL WRIGHT GIFTS, AND YOU PAID A CHARGE FOR "GUARANTEED REPLACEMENT OF LOST/DAMAGED MERCHANDISE", which never exceeded \$1.50, WITH A CAROL WRIGHT GIFTS ORDER, PLEASE NOTE THAT A SETTLEMENT OF VARIOUS LEGAL CLAIMS RELATING TO SUCH CHARGES HAS BEEN PROPOSED IN THE CLASS ACTION. THIS SETTLEMENT MAY AFFECT YOUR RIGHTS. Plaintiffs claim that Cox Gifts, Inc. (formerly known as Carol Wright Gifts, Inc.), in the Carol Wright Gifts catalogs, violated the consumer laws of all fifty states by not properly disclosing the nature of the charges described above and breached contracts or other obligations by charging you unnecessarily. Cox Gifts, Inc. denies all of Plaintiffs' claims of wrongdoing.

On [date], 2004 Justice Arnold N. Price will hold a hearing to decide whether to approve this settlement. If he approves the settlement, all class Members will be bound by the resulting judgment and court orders, and eligible Class Members will be entitled to claim benefits under the settlement. IF YOU DO NOT OPT OUT OF THE SETTLEMENT YOU WILL FOREVER RELEASE ANY RIGHTS YOU HAVE TO SUE COX GIFTS, INC. OR ANY OF ITS PARENTS, AFFILIATES, SUBSIDIARIES, SUCCESSORS OR ASSIGNS BASED ON ANY CLAIMS LIKE THOSE BEING SETTLED, EVEN IF THOSE CLAIMS ARE ALSO PART OF ANOTHER LAWSUIT.

If you paid the charges described above in connection with a purchase from the Carol Wright Gifts catalog at any time after January 1, 1996 but before August 8, 1998 you are a Class Member for purposes of this settlement.

If you are a Class Member and want to opt out of this settlement, you *must* do so in writing by [date], 2004. If you want to object to this settlement, you *must* do so in writing by [date], 2004. For more information, including the addresses for objections or opt outs, visit this web site: [address], OR CALL TOLL FREE, [number] for more pre-recorded information. DO NOT WRITE THE COURT FOR INFORMATION.

IF, HOWEVER, YOU MADE PURCHASES FROM THE CAROL WRIGHT GIFTS CATALOGUE BETWEEN SEPTEMBER 1, 2000 AND OCTOBER 15, 2002, YOU ARE NOT A MEMBER OF THIS CLASS, BUT YOU MAY BE A MEMBER OF A DIFFERENT CLASS AND YOU SHOULD CALL THE FOLLOWING TOLL FREE TELEPHONE NUMBER [number] OR VISIT THE FOLLOWING WEB SITE [address] TO LEARN ABOUT YOUR RIGHTS.