

Exhibit D

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

Cesar Cejudo v. MUBI, Inc., Case No. 5:25-CV-03652-BLF

If you, while residing in California, signed up for a MUBI subscription on or after April 1, 2021 that was renewed between April 1, 2021 and May 31, 2025, and you did not receive a refund of all renewal subscription charges, you may be entitled to compensation from a class action settlement.

A court authorized this Notice. This is not a solicitation from a lawyer.

- The Settlement resolves a lawsuit alleging that Defendant MUBI, Inc. (“Defendant” or “MUBI”), a global streaming service, production company, and film distributor, failed to provide consumers with adequate notice that its subscriptions automatically renewed, and failed to seek sufficient consent to the renewals.
- The two sides disagree on whether Plaintiff 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.
- To settle the Action, MUBI has agreed to pay a non-reversionary fund of \$1,600,000 (the “Settlement Fund”). The Settlement Fund will be primarily used to provide cash awards, paid by check or electronic payment, to each Settlement Class Member who submits a valid and timely Claim Form (“Cash Settlement Award”). The Settlement Fund will also be used to pay for other costs, including notice and administration costs, an incentive award to the Class Representative, and reasonable attorneys’ fees and costs, as approved by the Court.
- Settlement Class Members who submit a valid and timely Claim Form will receive an equal portion of the Settlement Fund after deducting the other costs and fees described above. The exact amount that Settlement Class Members receive will depend on the number of valid Claim Forms submitted.
- 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, you will not receive a Cash Settlement Award, and you will be legally bound by any judgment and order approving the Settlement. By doing nothing, you will give up certain rights to sue Defendant.
SUBMIT A CLAIM FORM DEADLINE: [DATE]	If you submit a valid Claim Form by [Claim Deadline], you will receive a Cash Settlement Award in the form of a check or electronic payment, at your election. Each Cash Settlement Award will be an equal share of the \$1,600,000 Settlement Fund after deducting notice and administration costs, and Court-approved attorneys’ fees and costs, and an incentive award to the Class Representative. By submitting a Claim Form, you will give up certain rights to sue Defendant.
EXCLUDE YOURSELF FROM THE CASE DEADLINE: [DATE]	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 [Objection/Exclusion Deadline]. More information on excluding yourself is provided below.
OBJECT TO THE SETTLEMENT DEADLINE: [DATE]	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 be eligible to receive a Cash Settlement Award by submitting a valid Claim Form. The deadline to object is [Objection/Exclusion Deadline]. More information on objecting is provided below.

- 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. Cash Settlement Awards 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, while residing in California, signed up for a subscription to MUBI on or after April 1, 2021 that was renewed between April 1, 2021 and May 31, 2025, and you did not receive a refund from MUBI of all subscription renewal charges, you have legal rights and options in this case. This Notice explains all these issues. The United States District Court for the Northern District of California is overseeing this class action. The case is known as *Cesar Cejudo v. MUBI, Inc.*, Case No. 5:25-CV-03652-BLF (the “Action”). The person who sued is called the Plaintiff. The company he 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 Cesar Cejudo, the named “Plaintiff”), sue on behalf of all people who 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 class action can be found in the Court’s Preliminary Approval Order and the Class Action Complaint, which are available at [\[Settlement Website\]](#).

3. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Defendant. Plaintiff thinks he would have prevailed at trial. Defendant thinks Plaintiff 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 Settlement Class Members receive compensation. The Class Representative and his attorneys think the Settlement is best for all Class Members.

THE CLAIMS IN THE LAWSUIT

4. What is the lawsuit about?

The lawsuit claims that Defendant, a global streaming service, production company, and film distributor, failed to provide consumers with adequate notice that its subscriptions automatically renewed, and failed to seek sufficient consent to the renewals. The lawsuit claims that Defendant violated California’s False Advertising Law and California’s Unfair Competition Law. Defendant denied these claims and continues to deny any liability or wrongdoing. More information can be found in the Class Action Complaint, available at [\[Settlement Website\]](#).

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 consumers who, while residing in the state of California, signed up for a subscription to MUBI on or after April 1, 2021 that was renewed between April 1, 2021 and May 31, 2025, and who did not receive a refund from MUBI of all subscription renewal charges.

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.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Under the terms of the Settlement, Settlement Class Members who submit a valid Claim Form will receive equal Cash Settlement Awards from the \$1,600,000 Settlement Fund. That fund will also cover all notice and administration expenses, Court-awarded attorneys’ fees of up to 25% of the Settlement Fund and reasonable expenses, and an incentive award of up to \$5,000 for the Class Representative. Settlement Class Members may choose to receive their Cash Settlement Award through an electronic payment or a mailed check.

7. How much will my payment be?

Settlement Class Members who submit a valid and timely Claim Form will receive an equal portion of the \$1,600,000 Settlement Fund after deducting other costs and fees. In other words, the value of each Cash Settlement Award will depend on the number of Settlement Class Members who file valid Claim Forms, as well as the Court-awarded attorneys' fees and expenses, the incentive award to the Class Representative, and the total notice and administration expenses.

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 and submit the Claim Form or do nothing, you will agree to release Defendant from any and all claims under federal and state law based on or arising from the allegations concerning Defendant's automatic renewal of MUBI subscriptions during the Class Period at issue in this Action.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

Yes. The Court has appointed Jonas Jacobson, Simon Franzini, Martin Brenner, and Grace Bennett of Dovel & Luner, LLP as Class Counsel to represent you and the Settlement Class in this case. 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 attorneys' fees and costs will be paid from the Settlement Fund in an amount to be determined and awarded by the Court. Under the Agreement, Class Counsel may file a request for attorneys' fees of no more than 25% of the Settlement Fund (\$400,000), and for reimbursement of reasonable costs they sustained in connection with the case. Class Counsel may also ask the Court to approve an incentive award of up to \$5,000 from the Settlement Fund to the Class Representative, Cesar Cejudo, for his service as the Class Representative. 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 submit a valid Claim Form by [Claim Deadline] and who do not opt out of the Settlement by [Objection/Exclusion Deadline] will receive compensation in the form cash, paid by check or electronic payment.

To receive a Cash Settlement Award, you must submit a valid Claim Form. Settlement Class Members who do not submit a valid Claim Form by [Claim Deadline] will not receive a Cash Settlement Award. A Claim Form is available on the internet at [Settlement Website]. Read the instructions carefully, fill out the Form, sign it, and submit it online no later than [Claim Deadline]. You may also submit a Claim Form by mail to [Address] if postmarked by no later than [Claim Deadline].

To receive a Cash Settlement Award, a Settlement Class Member must attest under penalty of perjury that they are a Class Member, and that the information supplied in the Claim Form is true and correct to the best of their knowledge, information, and belief. Failure to timely submit a valid Claim Form with all requested information will result in such Settlement Class Member not receiving a Cash Settlement Award.

13. When would I receive compensation?

The Court will hold a hearing on [Fairness Hearing Date], 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. Cash Settlement Awards 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 [Settlement Website]. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I get out of the Settlement?

If you do not want a Cash Settlement Award under this Settlement, and you want to keep the right to sue or continue to sue Defendant regarding the autorenewal subscription 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 “*Cesar Cejudo v. MUBI, Inc.*, Case No. 5:25-CV-03652-BLF (N.D. Cal.)” 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 [Objection/Exclusion Deadline], to the Settlement Administrator at the following address:

[Settlement Administrator Address]

15. 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.

16. If I exclude myself, can I get compensation under this Settlement?

No. If you ask to be excluded in the way instructed here, you will not get any compensation under the Settlement, and you cannot object to the Settlement.

OBJECTING TO THE SETTLEMENT

17. 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 Cash Settlement Awards will be sent out and the lawsuit will continue. If that is what you want to happen, you should 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 Settlement Award.

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 (“*Cesar Cejudo v. MUBI, Inc.*, Case No. 5:25-CV-03652-BLF”), and (b) be submitted to the Court by either filing them electronically or in person at any location of the United States District Court for the Northern District of California or by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, Robert F. Peckham Federal Building & United States Courthouse, 280 South 1st Street, Room 2112, San Jose, CA 95113 by [Objection/Exclusion Deadline].

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) any papers, briefs or other documents upon which the objection is based; (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 Settlement Class or a signed statement attesting under penalty of perjury that you had your subscription to MUBI renewed and did not receive a refund of all subscription renewal charges during the Class Period while residing in California; (7) a list of all objections filed by you and your counsel to class action settlements in the last three years; and (8) your signature and your attorney’s signature (if any).

18. 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 Cash Settlement Award by filing a valid Claim Form.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

If you do nothing, you will remain a member of the Settlement Class, will give up your right to sue Defendant for the released claims, and will not receive a Cash Settlement Award.

THE COURT’S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at [Fairness Hearing Date], in Courtroom 1 on the 5th Floor of the San Jose Division of the United States District Court for the Northern District of California, located at 280 South 1st Street, San Jose, CA 95113. At this 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 how much to award to Class Counsel in fees and costs, and to the Class Representative as an incentive award.

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 (accessible for a fee at <https://ecf.cand.uscourts.gov>) to confirm that the date has not been changed and whether the hearing may proceed virtually.

21. Do I have to come to the 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.

22. May I speak at the 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 [Objection/Exclusion Deadline]. You cannot speak at the hearing if you excluded yourself from the Settlement.

GETTING MORE INFORMATION

23. 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 [Settlement Website], or by calling toll-free [Phone Number], or by writing to the Class Action Settlement Administrator at [Address], 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://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California at 280 S 1st St., San Jose, CA 95113, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding court holidays. You may also contact Class Counsel using the information listed below:

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Jonas Jacobson
jonas@dovel.com
Simon Franzini
simon@dovel.com
Martin Brenner
martin@dovel.com
Grace Bennett
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201 Santa Monica Blvd., Suite 600
Santa Monica, California 90401
(310) 656-7066

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