

# Exhibit B

**TO ALL PERSONS WHO PURCHASED PRODUCTS FROM HOTTOPIC.COM FROM MARCH 15, 2019, TO [DATE PRELIMINARY APPROVAL IS GRANTED], WHILE A RESIDENT OF CALIFORNIA, OR FROM AUGUST 25, 2022, TO [DATE PRELIMINARY APPROVAL IS GRANTED], WHILE A RESIDENT OF OREGON.**

**Read This Notice Carefully. You Could Receive Compensation From This Class Action Settlement.**

**This Court-Authorized Notice describes your rights and gives information about the proposed settlement. This notice is only a summary. Details of the settlement are available at [Settlement Website] or by writing to or calling the Class Action Settlement Administrator at the address or toll-free number below.**

**What Is This Case About?** In the lawsuit entitled *Jamie Zuccaro, et al. v. Hot Topic, Inc.*, Case No. 3:23-cv-1242, U.S. District Court for the District of Oregon, plaintiffs Jamie Zuccaro, Catherine Moody, and Andrew Cohn (“Plaintiffs” or “Class Representatives”), on behalf of themselves and a proposed class and subclasses, allege that Defendant Hot Topic, Inc. (“Defendant”) deceptively advertised various discounts of its products on its website, www.Hottopic.com. Defendant denies that it misled consumers, disputes that it has done anything wrong, and believes its advertising was accurate and lawful. The lawsuit seeks money damages, as well as attorneys’ fees and costs. The Court has not ruled on the merits of the claims or Defendant’s defenses.

**Who Is A Settlement Class Member?** The settlement includes consumers from Oregon and California. Because of differences in these states’ consumer protection laws, there is a different applicable time period for each state. The Settlement includes the following consumers (“Settlement Class Members”):

- All persons who, while a resident of the state of California, purchased one or more products on Defendant’s website, www.Hottopic.com, from March 15, 2019, to [Date Preliminary Approval is Granted] (“California Settlement Subclass”).
- All persons who, while a resident of the state of Oregon, purchased one or more products on Defendant’s website, www.Hottopic.com, from August 25, 2022, to [Date Preliminary Approval is Granted] (“Oregon Settlement Subclass”).

**What Are The Terms Of The Settlement?** Under the terms of the Settlement, if it is finally approved by the Court, 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 available at [Settlement Website]. 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.

**How Do You Choose Your Settlement Benefit?** To be eligible to receive the Cash Benefit, you must submit a valid, completed Claim Form accompanied by proof of purchase showing you made a purchase on www.Hottopic.com during the relevant period that was subject to a sitewide discount. You must submit a Claim Form (and accompanying proof of purchase) online to the Class Action Settlement Administrator by **no later than [Claim Deadline]**. Claim Forms may also be submitted to the Class Action Settlement Administrator by mail (alongside printed proof of purchase) if postmarked **no later than [Claim Deadline]**. The Claim Form is available at [Settlement Website]. To receive a Credit Benefit, you do not have to do anything. If you do not submit a valid, completed Claim Form to the Class Action Settlement Administrator accompanied by a valid proof of purchase by [Claim Deadline], you will automatically receive the Credit Benefit (if the Settlement is finally approved by the Court). More information on submitting a Claim, and on what constitutes a valid proof of purchase is available at [Settlement Website].

**What Are My Other Options?** If you do not want to be legally bound by the Settlement, you may opt out of the Settlement by sending a request for exclusion to the Class Action Settlement Administrator **no later than [Objection/Exclusion Deadline]**. If you exclude yourself from the Settlement, you will not receive a Cash or Credit Benefit from the Settlement. If you do not opt out of the Settlement, you will be bound by any judgment approving the Settlement and will give up any right to sue Defendant for any claims under federal and state law that arise from or relate to the allegations concerning Defendant’s advertising practices in this action.

If you stay in the Settlement (i.e., do not exclude yourself from the Settlement), you may object to the Settlement by writing to the Court explaining why you do not like the Settlement by **no later than [Objection/Exclusion Deadline]**. Additional information about opting

out of or objecting to the Settlement is available at [[Settlement Website](#)]. You will be bound by the Settlement if your objection is rejected and you will still receive a Settlement Benefit (if the Settlement is finally approved by the Court).

**Final Approval Hearing.** The Court will hold a hearing in this case to consider whether to approve the Settlement on [[Fairness Hearing Date](#)], at [[Fairness Hearing Time](#)], United States District Court for the District of Oregon, Mark O. Hatfield United States Courthouse, 1000 Southwest Third Avenue, Portland, Oregon 97204-2945. The date of the Final Approval Hearing may change without further notice to the class. Settlement Class Members should be advised to check the settlement website or the Court's PACER site to confirm that the date has not been changed and whether the hearing may be held virtually.

**THIS NOTICE IS ONLY A SUMMARY. MORE INFORMATION ABOUT THE LAWSUIT AND THE PRECISE TERMS AND CONDITIONS OF THE SETTLEMENT IS AVAILABLE AT [[Settlement Website](#)], OR BY WRITING OR CALLING THE CLASS ACTION SETTLEMENT ADMINISTRATOR AT [[Settlement Admin Address](#)] OR [[Phone Number](#)] (TOLL-FREE), OR CLASS COUNSEL WHOSE CONTACT INFORMATION CAN BE FOUND AT <https://www.dovel.com> and at [[Settlement Website](#)], 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.**

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**