

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

JIM BROWN, Individually and On Behalf of All)
Others Similarly Situated,)
)
Plaintiff,)
)
vs.)
)
BRETT C. BREWER, et al.,)
)
Defendants.)
)

No. 2:06-cv-03731-GHK-SH
CLASS ACTION

NOTICE OF SETTLEMENT OF CLASS ACTION

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

Please be advised that if you held the common stock of Intermix Media, Inc. (“Intermix” or the “Company”) from July 18, 2005 (*i.e.*, the date that the acquisition of Intermix by The News Corporation (“News Corp.”) for \$12.00 per share (the “Acquisition”) was publicly announced) through and including September 30, 2005 (*i.e.*, the closing date of the Acquisition), your rights may be affected by the settlement of a class action lawsuit pending in this Court (the “Action”).

The Parties have reached an agreement to settle the Action for \$45 million in cash that will resolve all claims in the Action.

This Notice explains important rights you may have, including your possible receipt of cash from the Settlement, as well as the deadlines for you to act. Your legal rights will be affected whether or not you act. Please read this Notice carefully!

1. Description of the Consolidated Action and Class: This Notice relates to a proposed Settlement of a class action lawsuit pending against defendants Brett Brewer, Daniel Mosher, Lawrence Moreau, David Carlick, Andrew Sheehan, Richard Rosenblatt, James Quandt, and William Woodward (collectively, the “Defendants”). The proposed Settlement, if approved by the Court, concerns all holders of Intermix common stock from and including July 18, 2005 through and including September 30, 2005 (the “Class”).

2. Statement of Recovery: Subject to Court approval, Plaintiff, on behalf of the Class, has agreed to settle all claims relating to Defendants’ conduct in connection with the Acquisition that were or could have been asserted against Defendants in the Action in exchange for a settlement payment of \$45 million in cash (the “Settlement Amount”) to be deposited into an interest-bearing escrow account. The Settlement Amount, and all interest earned thereon, shall constitute the “Settlement Fund.” The Net Settlement Fund (the Settlement Fund less taxes, notice and administration costs, and attorneys’ fees and litigation expenses awarded to counsel representing Plaintiff and the Class) will be distributed in accordance with a plan of allocation (the “Plan of Allocation”) that will be approved by the Court and will determine how the proceeds of the Settlement shall be allocated to the members of the Class. The proposed Plan of Allocation is included in this Notice.

3. Reasons for Settlement: The Settlement avoids the costs and risks associated with continued litigation, including the danger of no recovery. If the case had not settled, it could have resulted in dismissal or loss at trial. The two sides disagree about the amount of money that could have been won if Plaintiff had prevailed at trial. The Parties also disagree about the merit of Plaintiff’s allegations and the amount of damages, if any, suffered by Plaintiff and the Class.

4. Statement of Attorneys’ Fees and Expenses Sought: Plaintiff’s Lead Counsel (as defined in ¶5 below) will apply to the Court for an award of attorneys’ fees to Plaintiff’s Counsel from the Settlement Fund that will total no more than 27% of the Settlement Fund, plus interest on such attorneys’ fees at the same net rate as earned by the Settlement Fund. In addition, Plaintiff’s Lead Counsel will apply for payment of litigation expenses paid or incurred by Plaintiff’s Counsel in connection with the prosecution and resolution of the Action in an amount not to exceed \$1,000,000 plus interest on such expenses at the same net rate as earned by the Settlement Fund. Plaintiff’s Lead Counsel will also request payment of the Claims Administrator’s costs and expenses, incurred in providing notice and administering the Settlement, which are estimated to total approximately \$100,000. Furthermore, the Plaintiff will seek payment for his time and expenses incurred in representing the Class, in an amount not to exceed \$10,000. Plaintiff’s Counsel have not received any payment for their work investigating the facts, conducting this litigation, and negotiating the Settlement on behalf of Plaintiff and the Class.

5. Identification of Attorneys’ Representatives: Plaintiff and the Class are being represented by Robbins Geller Rudman & Dowd LLP, the Court-appointed lead counsel for the Class (“Plaintiff’s Lead Counsel”). Any questions regarding the Settlement should be directed to Ellen Gusikoff Stewart at Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, California 92101.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM SO THAT IT IS POSTMARKED NO LATER THAN JUNE 22, 2011

This is the only way to get a payment. If you wish to obtain a payment as a Class Member, you will need to file a Proof of Claim and Release form (which is included with this Notice) postmarked no later than June 22, 2011.

OBJECT TO THE SETTLEMENT BY SUBMITTING WRITTEN OBJECTIONS SO THAT THEY ARE RECEIVED NO LATER THAN APRIL 21, 2011

Write to the Court and explain why you do not like the Settlement, the proposed Plan of Allocation, or the request for attorneys' fees and expenses. You cannot object to the Settlement unless you are a Class Member and have not previously excluded yourself.

GO TO THE HEARING ON MAY 16, 2011 AT 9:30 A.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN APRIL 21, 2011

Ask to speak in Court about the fairness of the Settlement, the proposed Plan of Allocation, or the request for attorneys' fees and expenses.

TAKE NO ACTION, I.E., SUBMIT NO CLAIM FORM

Receive no payment. Remain a Class Member. Give up your rights to pursue further litigation against the Released Persons about the Settled Claims.

- These rights and options — **and the deadlines to exercise them** — are explained in this Notice.
- The Court in charge of this case must decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and, if there are any appeals, after the appeals are resolved. Please be patient.

BASIC INFORMATION

6. Why Did I Get This Notice Package?

You or someone in your family may have held Intermix common stock continuously during the period between July 18, 2005 (the date that the Acquisition was publicly announced) and September 30, 2005 (the closing date of the Acquisition), inclusive.

The Court ordered that you be sent this Notice because you have a right to know about a proposed Settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement and after any objections or appeals are resolved, the Claims Administrator appointed by the Court will make the payments that the Settlement allows.

This package explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Central District of California, and the case is known as *Brown v. Brewer, et al.*, No. 2:06-cv-03731-GHK-SH. The person who sued is called the Plaintiff, and the individuals he sued, Brett Brewer, Daniel Mosher, Lawrence Moreau, David Carlick, Andrew Sheehan, Richard Rosenblatt, James Quandt, and William Woodward, are called the Defendants.

7. What Is This Lawsuit About?

This case was brought as a class action alleging that Defendants' conduct in connection with the Acquisition constituted a breach of fiduciary duties by Defendants, including the allegations that Defendants failed to provide Intermix's shareholders with material information relating to the Acquisition and that the \$12.00 per share price was unfair and insufficient consideration for Intermix's public shareholders. Defendants claim that they acted properly and in compliance with their fiduciary duties at all times, believe that they provided Intermix shareholders with all material information required to be disclosed, and that the \$12.00 per share price was a reasonable one. Defendants also deny the allegations that Plaintiff or any other member of the Class has suffered damages as a result of their alleged misconduct.

8. Why Is This a Class Action?

In a class action, one or more people called class representatives (in this case, Plaintiff in the Action, Jim Brown) sues on behalf of people who have similar claims. Here, all these people are called a Class or Class Members. One court will resolve the issues for all Class Members except for those who have excluded themselves from the Class. Judge George H. King is in charge of this class action.

9. Why Is There a Settlement?

The Court did not decide in favor of Plaintiff or Defendants. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, and eligible Class Members who make valid claims will get compensation. Plaintiff and his attorneys think the Settlement is in the best interests of all Class Members.

WHO IS IN THE SETTLEMENT

To see if you are eligible to get money from the Settlement, you first have to determine if you are a Class Member.

10. How Do I Know if I Am a Class Member?

You are a member of the Class unless you are excluded by virtue of the definition of the Class or you previously requested to be excluded. The Class consists of **holders of Intermix common stock continuously from July 18, 2005 through the consummation of the sale of Intermix to News Corp. at the price of \$12.00 per share on September 30, 2005, and who were damaged thereby, except those Persons and entities that are excluded, as described below.**

11. What Are the Exceptions to Being Included?

Excluded by definition from the Class are Defendants, the members of the immediate families of the Defendants and the respective heirs, administrators, executors and assigns of the Defendants, as well as Brad Greenspan, any trusts or entities in which he is an owner, trustee or beneficiary, as well as any Intermix shares held by any Person or entity over which Mr. Greenspan has or had direct or indirect control. Also excluded from the Class are those Persons and entities who previously timely and validly requested exclusion.

12. What if I'm Still Not Sure if I Am Included?

If you are still not sure whether you are included, you can ask for free help. You can call Ellen Gusikoff Stewart at (619) 231-1058 for more information or visit the Claims Administrator's website at www.gilardi.com. Or you can fill out and return the Proof of Claim and Release form ("Claim Form") described in Question 14 below, to see if you qualify.

THE SETTLEMENT BENEFITS – WHAT YOU GET

13. How Much Will My Payment Be?

THE PROPOSED PLAN OF ALLOCATION: GENERAL PROVISIONS

Defendants have agreed to cause to be paid Forty-Five Million Dollars (\$45,000,000) in cash into escrow.

After approval of the Settlement by the Court and upon satisfaction of the other conditions to the Settlement, the Net Settlement Fund will be distributed to members of the Class who submit acceptable Claim Forms (the "Authorized Claimants") in accordance with the Plan of Allocation. If any funds remain in the Net Settlement Fund because of uncashed distributions or other reasons, then, after the Claims Administrator has made reasonable and diligent efforts to have Authorized Claimants cash their distribution checks, any balance remaining in the Net Settlement Fund one (1) year after the initial distribution of such funds shall be redistributed to Class Members who have cashed their initial distribution and who would receive at least \$20.00 from such redistribution, after payment of any unpaid costs or fees incurred in administering the Net Settlement Fund for such redistribution. If any funds shall remain in the Net Settlement Fund six (6) months after such redistribution, then such balance shall be contributed to not-for-profit 501(c)(3) organizations designated by Plaintiff's Lead Counsel.

The Settlement Fund will be distributed as follows:

1. to pay all federal, state, and local taxes on any income earned by the Settlement Fund and to pay the reasonable costs incurred in connection with determining the amount of, and paying, taxes owed by the Settlement Fund (including reasonable expenses of tax attorneys and accountants);
2. to pay costs and expenses in connection with providing notice to Class Members and administering the Settlement on behalf of Class Members;
3. to pay Plaintiff's Counsel for the costs and expenses that Plaintiff's Counsel incurred in commencing and prosecuting the Action, with interest thereon, to the extent allowed by the Court;
4. to pay Plaintiff's Counsel's attorneys' fees, to the extent allowed by the Court;
5. to reimburse Plaintiff for his time and expenses incurred in connection with the prosecution of the Action, if so requested and to the extent allowed by the Court; and
6. to compensate Authorized Claimants with the balance of the Net Settlement Fund in accordance with the Plan of Allocation, subject to an Order of the Court approving the Settlement and the Plan of Allocation (or such other allocation plan as the Court may approve), and subject to such Order becoming final (meaning that the time for appeal or appellate review of the

Order granting final approval has expired, or, if the Order is appealed, that the appeal is either decided without causing a material change in the Order or is upheld on appeal and no longer subject to appellate review by further appeal or writ of certiorari).

The Net Settlement Fund will not be distributed until the Court has approved a plan of allocation, and the time for any petition for rehearing, appeal or review, whether by certiorari or otherwise, has expired.

Defendants are not entitled to get back any portion of the Settlement Fund once the Court's Order approving the Settlement becomes final. Defendants shall not have any liability, obligation or responsibility for the administration of the Settlement or disbursement of the Net Settlement Fund or the Plan of Allocation.

Approval of the Settlement is independent from approval of the Plan of Allocation. Any determination with respect to the Plan of Allocation will not affect the Settlement, if approved.

Only those persons or entities who held Intermix common stock continuously throughout the period from and including July 18, 2005 through and including September 30, 2005 will be eligible to share in the distribution of the Net Settlement Fund.

Each Class Member wishing to participate in the distribution must timely submit a valid Claim Form establishing membership in the Class and proof that he, she or it owned Intermix common stock on July 18, 2005 and tendered his, her or its shares and proof of the number of shares tendered pursuant to the Acquisition, and include all required documentation, postmarked no later than June 22, 2011 to the address set forth in the Claim Form that accompanies this Notice. Unless the Court otherwise orders, any Class Member who fails to submit a Claim Form postmarked no later than June 22, 2011 shall be forever barred from receiving payments pursuant to the Settlement but will in all other respects remain a Class Member and be subject to the provisions of the Stipulation, including the terms of any Judgment entered and releases given. This means that each Class Member releases the Settled Claims (as defined in Question 16 below) against the Released Persons (as defined in Question 16 below) and is enjoined and prohibited from filing, prosecuting, or pursuing any of the Settled Claims against any of the Released Persons regardless of whether or not such Class Member submits a Claim Form.

The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the claim of any Class Member.

The Court has also reserved the right to modify the Plan of Allocation without further notice to Class Members. All Orders regarding a modification of the Plan of Allocation will be posted on the Claims Administrator's website, www.gilardi.com.

Payment pursuant to the Plan of Allocation approved by the Court shall be conclusive against all Authorized Claimants. No person shall have any claim against Plaintiff, Plaintiff's Lead Counsel, or the Claims Administrator or other agent designated by Plaintiff's Lead Counsel arising from distributions made substantially in accordance with the Stipulation, the Plan of Allocation, or further orders of the Court. Plaintiff, Defendants, their respective counsel, and all other Released Persons shall have no responsibility or liability whatsoever for the investment or distribution of the Settlement Fund, the Net Settlement Fund, the Plan of Allocation, or the determination, administration, calculation, or payment of any Claim Form or nonperformance of the Claims Administrator, the payment or withholding of taxes owed by the Settlement Fund, or any losses incurred in connection therewith.

A "Recognized Claim Amount" will be calculated for each Authorized Claimant.

Calculation of Recognized Claim Amounts:

Each share tendered for which a Claimant held between July 18, 2005 and September 30, 2005, and received \$12.00 in cash pursuant to the Acquisition for which a valid Claim Form was submitted will be allocated a *pro rata* share of the Net Settlement Fund. An Authorized Claimant's Recognized Claim Amount will equal that *pro rata* amount multiplied by the number of shares the Authorized Claimant tendered for which Claimant received \$12.00 in cash pursuant to the Acquisition.

Additional Provisions:

The Net Settlement Fund will be allocated among all eligible Class Members.

The Plan of Allocation set forth herein is the plan that is being proposed by Plaintiff and Plaintiff's Lead Counsel to the Court for approval. The Court may approve this Plan of Allocation as proposed or it may modify the Plan of Allocation without further notice to the Class.

HOW YOU GET A PAYMENT — SUBMITTING A CLAIM FORM

14. How Will I Get a Payment?

To qualify for payment, you must be a Class Member AND you must send in a valid Claim Form. A Claim Form is enclosed with this Notice. You may also get a Claim Form on the Internet at www.gilardi.com. Please read the instructions carefully, fill out the Claim Form, include all the documents the form asks for, sign it, and mail it postmarked no later than June 22, 2011.

15. When Will I Get My Payment?

The Court will hold a hearing on May 16, 2011, to decide whether to approve the Settlement. If the Court approves the Settlement, there still could be an appeal of that decision. It is always uncertain how these appeals will be resolved, and resolving them can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed. The Net Settlement Fund cannot be distributed unless and until the Court approves the Settlement, any appeals that may be taken are resolved, and the processing of all claims has been completed. Please be patient.

16. What Am I Giving Up to Get a Payment or Stay in the Class?

If the Settlement is approved, the Court will enter a judgment (the “Judgment”). The Judgment will dismiss with prejudice the claims against Defendants and will provide that Plaintiff and all other Class Members, on behalf of themselves, their heirs, executors, administrators, predecessors, successors and assigns, shall have – and by operation of law shall be deemed to have – fully, finally, and forever released, waived, discharged, settled, relinquished, and dismissed any and all “Settled Claims” (as defined below) including “Unknown Claims” (as defined below), against the “Released Persons” (as defined below).

“Settled Claims” means any and all claims (including any “Unknown Claims” as defined below), demands, losses, rights, causes of action, liabilities, obligations, judgments, suits, matters and issues of any kind or nature whatsoever for any remedy, including damages or injunctive relief, that have been asserted, could have been asserted, or could be asserted in the future by any Class Member in the Action or in any court, tribunal, forum or proceeding (including, but not limited to, any claims arising under federal, state or foreign law, common law, statute, rule, or regulation relating to alleged fraud, breach of any duty, negligence, violation of the federal securities law, or otherwise, and including all claims within the exclusive jurisdiction of the federal courts), whether individual, class, direct, derivative, representative, legal, equitable or any other type or in any other capacity, against the Released Persons (or any of them) that have arisen, could have arisen, arise now or hereafter arise from, or relate in any manner to, the allegations, conduct, facts, events, transactions, acts, occurrences, statements, representations, omissions or any other matter, thing or cause whatsoever, referred to by, set forth in, or arising out of (i) the Acquisition, (ii) the Proxy, (iii) any pleading filed in the Action that purports to assert any claim, all of which are incorporated herein; and (iv) any allegations made in the Action, whether such allegations were set forth in a pleading filed with the Court or otherwise. Settled Claims do not include any claims (i) of any stockholder who has validly opted out of the Settlement, or (ii) arising from the performance or non-performance of the Settlement terms.

“Released Persons” means Defendants and their respective immediate families, insurers, attorneys (whether Defendants’ Counsel or otherwise), advisors (including, but not limited to, the investment banks, Thomas Weisel Partners and Montgomery & Co.), legal representatives, heirs, executors, administrators, agents, and any and all of their successors and assigns, as well as News Corporation and its affiliates, VantagePoint Venture Partners, VP Alpha Holdings IV L.L.C., VantagePoint Venture Partners IV (Q) L.P., VantagePoint Venture Partners IV L.P., VantagePoint Venture Partners IV Principals Fund L.P., all other VantagePoint related funds and entities, and all current and former general and limited partners, members, principals, officers, directors, employees, agents, advisors, accountants, auditors, affiliates, predecessors, successors, parents, subsidiaries, divisions, assigns, and attorneys for any VantagePoint related fund or entity.

“Unknown Claims” means any and all Settled Claims that Plaintiff or any Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Persons, and any and all Released Persons’ Claims that any Released Person does not know or suspect to exist in his, her or its favor, which if known by him, her or it might have affected his, her or its decision(s) with respect to the Settlement. With respect to any and all Settled Claims and any and all Released Persons’ Claims, the parties stipulate and agree that upon the Effective Date, Plaintiff and Defendants shall expressly waive, and every other Class Member and every other Released Person shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, that is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Plaintiff and Defendants acknowledge, and every other Class Member and every other Released Person by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Settled Claims and Released Persons’ Claims was separately bargained for and was a material element of the Settlement. The Judgment also will provide that Defendants and each of the other Released Persons, on behalf of themselves, their heirs, executors, administrators, predecessors, successors and assigns, shall have — and by operation of law shall be deemed to have — fully, finally, and forever released, waived, discharged, settled, relinquished, and dismissed, any and all claims, rights or causes of action or liabilities whatsoever, whether based on federal, state, local, statutory or common law or any other law, rule or regulation, including both known claims and Unknown Claims, that have been or could have been asserted in the Action or any forum by the Released Persons or any of them or the successors and assigns of any of them against the Plaintiff, any other Class Members or any of

their attorneys, which arise out of or relate in any way to the institution, prosecution, or settlement of the Action (except for claims to enforce the Settlement) (the "Released Persons' Claims").

THE LAWYERS REPRESENTING YOU

17. Do I Have a Lawyer in This Case?

The law firm of Robbins Geller Rudman & Dowd LLP represents you and the other Class Members in the Action. These lawyers are called Plaintiff's Lead Counsel. You will not be charged for these lawyers. They will be paid from the Settlement Fund to the extent the Court approves their application for attorneys' fees and expenses. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How Will the Lawyers Be Paid?

Plaintiff's Lead Counsel will request an award of attorneys' fees from the Settlement Fund that will total no more than 27% of the Settlement Fund, and payment of litigation expenses that will total no more than \$1,000,000 plus interest on such attorneys' fees and expenses at the same net rate as earned by the Settlement Fund. In addition, the Plaintiff may seek payment of his time and expenses incurred in representing the Class. Such sums as may be approved by the Court will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses.

The attorneys' fees and expenses requested will be the only payment to Plaintiff's Counsel for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis. To date, Plaintiff's Counsel have not been paid for their services for conducting this litigation on behalf of the Plaintiff and the Class nor for their substantial out-of-pocket expenses. The fee requested will compensate Plaintiff's Counsel for their work in achieving the Settlement Fund.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the Settlement or some part of it.

19. How Do I Tell the Court that I Don't Like the Settlement?

Any Class Member who previously did not make a valid request for exclusion may object to the Settlement, the Plan of Allocation, or Plaintiff's Lead Counsel's request for an award of attorneys' fees and expenses. Objections must be in writing, and must include your name, address, telephone number, your signature, and the number of shares of Intermix common stock you held continuously between July 18, 2005 and September 30, 2005. You must file any written objection, together with copies of all other papers (including proof of shares of Intermix common stock that you held continuously between July 18, 2005 and September 30, 2005) and briefs, with Clerk of the Court for the United States District Court for the Central District of California, at the address set forth below on or before April 21, 2011. You must also serve the papers on Plaintiff's Lead Counsel and Defendants' Counsel at the addresses set forth below so that the papers are received by counsel on or before April 21, 2011.

Clerk's Office:

United States District Court
Central District of California
312 North Spring Street, Room G-8
Los Angeles, CA 90012

Plaintiff's Lead Counsel:

Ellen Gusikoff Stewart
ROBBINS GELLER RUDMAN
& DOWD LLP
655 West Broadway, Suite 1900
San Diego, CA 92101

Defendants' Counsel:

James N. Kramer
ORRICK, HERRINGTON
& SUTCLIFFE, LLP
The Orrick Building
405 Howard Street
San Francisco, CA 94105-2669

Richard L. Stone
HOGAN LOVELLS US LLP
1999 Avenue of the Stars, Suite 1400
Los Angeles, CA 90067

Unless the Court orders otherwise, any Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement, the proposed Plan of Allocation, or Plaintiff's Lead Counsel's request for an award of attorneys' fees and of expenses. Class Members do not need to appear at the hearing or take any other action to indicate their approval.

THE COURT'S SETTLEMENT FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the proposed Settlement (the "Settlement Fairness Hearing"). You may attend and you may ask to speak, but you don't have to.

20. When and Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold a Settlement Fairness Hearing at 9:30 a.m., on May 16, 2011, at the Edward R. Roybal Federal Building and United States Courthouse, 255 East Temple Street, Room 650, Los Angeles, CA 90012. At the Settlement Fairness Hearing, the Court also will consider the proposed Plan of Allocation for the proceeds of the Settlement and the application of Plaintiff's Lead Counsel for attorneys' fees and expenses. The Court will take into consideration any written objections filed in accordance with the instructions at Question 19 above. The Court also may listen to people who have properly indicated, within the deadline identified above, an intention to speak at the hearing; but decisions regarding the conduct of the hearing will be made by the Court. See Question 22 below for more information about speaking at the hearing. The Court may also decide how much to pay to Plaintiff's Counsel or to Plaintiff for his time and expenses in representing the Class. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

You should be aware that the Court may change the date and time of the Settlement Fairness Hearing without further notice to the Class. Thus, if you want to come to the hearing, you should check with Plaintiff's Lead Counsel before coming to be sure that the date and/or time has not changed.

21. Do I have to Come to the Settlement Fairness Hearing?

No. Plaintiff's Lead Counsel will answer questions the Judge may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary. Class Members do not need to appear at the hearing or take any other action to indicate their approval.

22. May I Speak at the Hearing?

If you object to the Settlement, you may ask the Court for permission to speak at the Settlement Fairness Hearing. To do so, you must send a letter to the Court saying that it is your "Notice of Intention to Appear in *Brown v. Brewer*, No. 2:06-cv-03731-GHK-SH." Be sure to include your name, address, telephone number, your signature, and the number of shares of Intermix common stock that you held continuously between July 18, 2005 and September 30, 2005. Your notice of intention to appear must be received no later than April 21, 2011, and be sent to the Clerk of the Court, Plaintiff's Lead Counsel, and Defendants' Counsel, at the addresses listed in Question 19. You cannot speak at the Settlement Fairness Hearing if you have excluded yourself from the Class.

IF YOU DO NOTHING

23. What Happens if I Do Nothing at All?

If you do nothing, you'll get no money from the Settlement. And, unless you previously validly excluded yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants and the other Released Persons about the Settled Claims.

SPECIAL NOTICE TO BANKS, BROKERS AND OTHER NOMINEES

24. What if I Held Shares on Someone Else's Behalf?

If you held Intermix common stock continuously between July 18, 2005 and September 30, 2005 as a nominee for a beneficial owner, then, within ten (10) calendar days after you receive this Notice, you must either: (1) send a copy of this Notice and the Claim Form by First-Class Mail to all beneficial owners of the shares; or (2) provide a list of the names and addresses of such beneficial owners to the Claims Administrator:

Intermix Securities Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 808061
Petaluma, CA 94975-8061
1-888-290-6316

If you choose to mail this Notice and the Claim Form yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing.

Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for or advancement of reasonable administrative costs actually incurred in connection with forwarding the Notice and which would not have been incurred but for the obligation to forward the Notice, upon submission of appropriate documentation to the Claims Administrator.

GETTING MORE INFORMATION

25. Are There More Details About the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Stipulation of Settlement dated February 4, 2011 ("Stipulation"). You can review a copy of the Stipulation at the Clerk's office at the United States Courthouse, 312 North Spring Street, Room G-8, Los Angeles, CA 90012, during regular business hours or you may view it on the website maintained by the Claims Administrator at www.gilardi.com.

26. How Do I Get More Information?

You can call (619) 231-1058 or write to Ellen Gusikoff Stewart, c/o Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, or call (888) 290-6316 or write to *Intermix Securities Litigation*, Claims Administrator, c/o Gilardi & Co. LLC, P.O. Box 808061, Petaluma, CA 94975-8061, or visit the Claims Administrator's website at www.gilardi.com.

PLEASE DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE

DATED: February 17, 2011

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA