

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

JIM BROWN, Individually and On Behalf of All Others Similarly Situated,)	No. 2:06-cv-03731-GHK-SH
)	
)	<u>CLASS ACTION</u>
Plaintiff,)	
)	
vs.)	
)	
BRETT C. BREWER, et al.,)	
)	
Defendants.)	

REVISED PROOF OF CLAIM AND RELEASE

DEADLINE FOR SUBMISSION: MARCH 15, 2012.

I. GENERAL INSTRUCTIONS

1. It is important that you completely read and understand the Notice of Revised Plan of Allocation and Revised Proof of Claim and Release (the "Revised Notice") that accompanies this Revised Proof of Claim and Release and the Revised Plan of Allocation of the Net Settlement Fund included therein (the "Revised Plan of Allocation"). The Revised Notice describes the manner in which the Net Settlement Fund will be distributed. By signing and submitting this Proof of Claim and Release, you will be certifying that you have read and that you understand the Revised Notice.

2. If you previously submitted a Proof of Claim and Release form, you need not do so again.

3. TO PARTICIPATE IN THE SETTLEMENT, YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE, BY FIRST-CLASS MAIL, POSTAGE PREPAID, POSTMARKED ON OR BEFORE MARCH 15, 2012, ADDRESSED TO:

Intermix Shareholder Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 808061
Petaluma, CA 94975-8061

4. This Revised Proof of Claim and Release is directed to all persons and entities who held the common stock of Intermix Media, Inc. ("Intermix") at any time from and including July 18, 2005 (*i.e.*, the date that the acquisition of Intermix by The News Corporation ("News Corp.") for \$12 per share (the "Acquisition") was publicly announced) through and including September 30, 2005 (*i.e.*, the closing date of the Acquisition) who were harmed by Defendants' improper conduct at issue in the litigation (the "Class"). Excluded from the Class are Defendants and any Affiliated Person of any Defendant, as well as Brad Greenspan, any trusts or entities in which he is an owner, trustee or beneficiary, and 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 any putative Class Members who timely and validly excluded themselves in accordance with the Notice of Pendency of Class Action mailed to former Intermix shareholders in November and December 2009.

5. "Class Member" means any person who is included in the definition of the Class and who did not timely submit a proper request for exclusion in accordance with requirements set forth in the Notice of Pendency of Class Action previously sent to Class Members.

6. "Affiliated Person" means the members of the immediate families of each Defendant and the respective heirs, administrators, executors and assigns of each Defendant.

7. "Authorized Claimant" means a Class Member who timely submits to the Claims Administrator a valid Proof of Claim and Release pursuant to the terms of the Stipulation that is approved for payment from the Net Settlement Fund.

8. IF YOU ARE NOT A CLASS MEMBER, OR IF YOU, OR SOMEONE ACTING ON YOUR BEHALF, FILED A REQUEST FOR EXCLUSION FROM THE CLASS, DO NOT SUBMIT A PROOF OF CLAIM AND RELEASE. YOU MAY NOT, DIRECTLY OR INDIRECTLY, PARTICIPATE IN THE SETTLEMENT IF YOU ARE NOT A CLASS MEMBER. THUS, IF YOU HAVE FILED A REQUEST FOR EXCLUSION IN A TIMELY MANNER, ANY PROOF OF CLAIM AND RELEASE THAT YOU SUBMIT, OR WHICH MAY BE SUBMITTED ON YOUR BEHALF, WILL NOT BE ACCEPTED.

9. To recover as a Class Member, you must complete and sign this Proof of Claim and Release and mail it to the Claims Administrator postmarked on or before March 15, 2012. If you fail to file a timely, properly addressed, and completed Proof of Claim and Release, your claim may be rejected and you may be precluded from receiving any distribution from the Net Settlement Fund, but you will nevertheless be bound by the terms of the Judgment.

10. Submission of this Proof of Claim and Release does not ensure that you will share in the Net Settlement Fund. Distributions from the Net Settlement Fund are governed by the Plan of Allocation approved by the Court. The Revised Plan of Allocation is included in the Revised Notice.

11. If you have questions concerning this Proof of Claim and Release, or need additional copies of this Proof of Claim and Release or the Revised Notice, you may contact the Claims Administrator, Gilardi & Co. LLC, at the above address or by toll-free phone at 1-877-571-8668 or you can e-mail your inquiries through or download the documents from the Claims Administrator's internet website, www.gilardi.com.

12. If you are a Class Member and you did not timely and validly exclude yourself in accordance with the Notice of Pendency of Class Action mailed to former Intermix shareholders in November and December 2009, and if the Court approves the Settlement, you will be bound by the terms of any orders and judgments that the Court enters. You will be bound by such orders and judgments whether or not you submit a Proof of Claim and Release. The judgment enjoins the filing or continued prosecution of Settled Claims, and also releases the Settled Claims against the Released Persons, including those that are subject to pending lawsuits or arbitrations.

13. You are required to submit genuine and sufficient documentation for (i) all shares of Intermix common stock you held or sold at any time from and including July 18, 2005 through and including September 30, 2005; and (ii) all shares of Intermix common stock that you tendered in the Acquisition for \$12 in cash per share. Broker confirmations or other documentation of your holdings should be attached to this Proof of Claim and Release. IF SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN COPIES OR EQUIVALENT CONTEMPORANEOUS DOCUMENTS FROM YOUR BROKER. FAILURE TO SUPPLY THIS DOCUMENTATION MAY RESULT IN REJECTION OF YOUR CLAIM. DO NOT SEND ORIGINAL STOCK CERTIFICATES.

14. All joint holders of Intermix common stock must each sign this Proof of Claim and Release.

15. Agents, executors, administrators, guardians, and trustees must complete and sign the Proof of Claim and Release on behalf of persons represented by them and they must:

(a) expressly state the capacity in which they are acting;

(b) identify the name, account number, Social Security Number (or taxpayer identification number), address and telephone number of the beneficial owner of (or other person or entity on whose behalf they are acting with respect to) the Intermix common stock; and

(c) furnish herewith evidence of their authority to bind to the Proof of Claim and Release the person or entity on whose behalf they are acting. (Authority to complete and sign a Proof of Claim and Release cannot be established by stockbrokers only demonstrating that they have discretionary authority to trade stock in another's accounts.)

16. By submitting a signed Proof of Claim and Release, you will be swearing that you:

(a) own(ed) the Intermix common stock you have listed in the Proof of Claim and Release; or

(b) are expressly authorized to act on behalf of the beneficial owner(s) thereof.

17. By submitting a signed Proof of Claim and Release, you will be swearing to the truth of the statements contained therein and the genuineness of the documents attached thereto, subject to penalties of perjury under the laws of the United States of America. The making of false statements, or the submission of forged or fraudulent documentation, will result in the rejection of your claim and may subject you to civil liability or criminal prosecution.

NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large holdings of Intermix common stock may request, or may be requested, to submit information regarding their holdings in electronic files. All Claimants MUST submit a manually signed paper Proof of Claim and Release form listing all their holdings, whether or not they also submit electronic copies. If you wish to file your claim electronically, you must contact the Claims Administrator at classact@gilardi.com, or visit its website www.gilardi.com, to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the Claimant a written acknowledgment of receipt and acceptance of electronically submitted data.

PLEASE NOTE:

If you previously submitted a claim form to the Claims Administrator, you do not need to submit another claim form.

PART III: RELEASE OF CLAIMS AND SIGNATURE

Definitions

For the purpose of the Proof of Claim, defined terms have the following meanings. (Other defined terms have the meanings given them in the Amended Stipulation of Settlement dated February 4, 2011 (the "Stipulation").)

"Effective Date" means the date the Judgment becomes Final (as defined in ¶1.15 of the Stipulation).

"Judgment" means the Order or Orders entered by the Court, if and upon approval of the Settlement, dismissing the Action with prejudice and without costs to any Released Person (except to the extent awarded by the Court), releasing all Settled Claims as against the Released Persons, and enjoining Class Members from instituting, continuing or prosecuting any action asserting any Settled Claims against any Released Person.

"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.

"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.

"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 Release

I (We) understand and acknowledge that without further action by anyone, on and after the Effective Date, each Class Member, including Class Members who have pending or later initiate any other actions, arbitrations, or other proceedings against Defendants or any other Released Person relating to the Settled Claims, on behalf of themselves, their heirs, executors, administrators, predecessors, successors, and assigns, for good and sufficient consideration, the receipt and adequacy of which are hereby acknowledged, shall be deemed to have, and by operation of law and of the Judgment shall have fully, finally, and forever released, relinquished, settled, and discharged all Settled Claims against each and every one of the Released Persons, including such Settled Claims as already may have been asserted in any pending actions, arbitrations, or other proceedings, and whether or not a Proof of Claim and Release is executed and delivered by, or on behalf of, such Class Member.

SIGNATURE AND CERTIFICATIONS

By signing and submitting this Proof of Claim and Release, the Claimant(s) or the person(s) who represents the Claimant(s) certifies, as follows:

1. that the Claimant(s) is a (are) Class Member(s), as defined in the Revised Notice;
2. that I (we) have read and understand the contents of the Revised Notice and the Proof of Claim;
3. that I (we) are not acting for any of the Defendants, nor am I (are we) such a Defendant or otherwise excluded from the Class;
4. that I (we) have not filed a request for exclusion from the Class and that I (we) do not know of any request for exclusion from the Class filed on my (our) behalf with respect to my (our) holdings of Intermix common stock;
5. that I (we) own(ed) the Intermix common stock identified in the Proof of Claim, or that, in signing and submitting this Proof of Claim, I (we) have the authority to act on behalf of the owner(s) thereof;
6. that Claimant(s) may be entitled to receive a distribution from the Net Settlement Fund;
7. that Claimant(s) desires (desire) to participate in the Settlement described in the Notice of Settlement of Class Action and the Revised Notice and agrees (agree) to the terms and conditions thereof;
8. that I (we) submit to the jurisdiction of the United States District Court for the Central District of California for purposes of investigation and discovery with respect to this Proof of Claim;
9. that I (we) agree to furnish such additional information with respect to this Proof of Claim as the parties or the Court may require;
10. that I (we) waive trial by jury, to the extent it exists, and agree to the Court's summary disposition of the determination of the validity or amount of the claim made by this Proof of Claim; and
11. that I (we) certify that I am (we are) not subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code.



I (WE) DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA THAT ALL OF THE FOREGOING INFORMATION SUPPLIED BY THE UNDERSIGNED IS TRUE AND CORRECT.

Executed this _____ day of _____ in _____
(Month/Year) (City/State/Country)

(Sign your name here)

(Sign your name here)

(Type or print your name here)

(Type or print your name here)

(Capacity of person(s) signing, e.g.,
Executor or Administrator)

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Executor or Administrator)

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please sign the Certification Section of the Proof of Claim and Release form.
2. If this Claim is being made on behalf of Joint Claimants, then both must sign.
3. Please remember to attach supporting documents.
4. **DO NOT SEND ORIGINALS OF ANY SUPPORTING DOCUMENTS.**
4. Keep a copy of your Proof of Claim and Release form and all documentation submitted for your records.
5. If you move, please send your new address to:
Intermix Shareholder Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 808061
Petaluma, CA 94975-8061
6. Do not use highlighter on the Proof of Claim and Release form or supporting documentation.
7. If you previously submitted a claim form to the Claims Administrator, you do not need to submit another claim form.

THIS PROOF OF CLAIM MUST BE POSTMARKED NO LATER THAN MARCH 15, 2012 AND MUST BE MAILED TO:

Intermix Shareholder Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 808061
Petaluma, CA 94975-8061
1-877-571-8668

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