

If you Purchased Clients on Demand’s eight-week program, a Class Action Lawsuit may Affect Your Rights.

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

- A purchaser of Clients on Demand’s eight-week online coaching program has sued Clients on Demand and Russell Ruffino alleging they violated state law by advertising Clients on Demand’s eight-week program with misleading representations about the benefits and services purchasers of Clients on Demand’s eight-week coaching program could expect.
- The court has allowed the lawsuit to be a class action on behalf of people in the United States who bought Clients on Demand’s eight-week program after December 15, 2019, and have not received a refund.
- The lawsuit is against Clients on Demand and its owner, Russell Ruffino. The court has not decided whether Clients on Demand and Russell Ruffino did anything wrong.
- **There is no money available now, and no guarantee there will be.** However, your legal rights are affected, and you have a choice to make now:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
DO NOTHING	<p>Stay in this lawsuit. Await the outcome. Give up certain rights.</p> <p>By doing nothing, you keep the possibility of getting money or benefits that may come from a trial or a settlement. But you give up any rights to sue the Defendants separately about the same legal claims in this lawsuit.</p>
ASK TO BE EXCLUDED	<p>Opt out of this class action lawsuit if you do not wish to participate and wish to retain your rights.</p> <p>If you ask to be excluded and money or benefits are later awarded, you won’t share in those. But you keep any rights to sue the Defendants separately about the same legal claims in this lawsuit.</p>

- Your options are explained in this notice. To ask to be excluded, you must act before December 19, 2025.
- Lawyers must prove the claims against the Defendants at a trial. The trial date is set for March 9, 2026, and will take place at the federal First Street Courthouse in Los Angeles, California.
- If money or benefits are obtained, you will be notified about how to ask for a share.

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QUESTIONS? VISIT

WWW.CLIENTSONDEMANDLAWSUIT.COM

BASIC INFORMATION

1. Why did I get this notice?

Clients on Demand’s records show that you purchased an eight-week online coaching program from Clients on Demand during the time period at issue in the lawsuit. This notice explains that the court has allowed, or “certified,” a class action lawsuit that may affect you. You have legal rights and options that you may exercise before the court holds a trial. The trial is to decide whether the claims being brought in this lawsuit, on your behalf, are correct. Judge Michelle Williams Court of the United States District Court for the Central District of California is overseeing this class action. The lawsuit is known as *Kendrick Davis v. Clients on Demand, et al.*, No. 2:23cv10541.

2. What is this lawsuit about?

This lawsuit is about whether the Defendants broke the law by misleadingly advertising their eight-week program and failing to provide earnings disclosures and other information required by law to those who bought Clients on Demand’s eight-week coaching program. The lawsuit alleges that Class Members who paid Clients on Demand thousands of dollars for its coaching program were hurt by Clients on Demand and Russell Ruffino’s unlawful conduct because they didn’t have access to the truthful information and disclosures they should have had when deciding whether or not to buy the Clients on Demand eight-week coaching program. The lawsuit seeks damages and restitution, punitive damages, attorney fees and costs, as well as an order telling the Defendants to stop the conduct Plaintiff alleges broke the law. Defendants deny they did anything wrong and deny the lawsuit’s allegations; Defendants contend they did not make any misrepresentations about Clients on Demand’s eight-week program and take the position that neither California’s Seller Assisted Marketing Plan Act nor the Business Opportunity Rule apply to Clients on Demand’s eight-week program.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called “Class Representatives” (in this case Kendrick Davis) sue on behalf of other people who have similar claims. The people together are a “Class” or “Class Members.” The individuals who sued—and all the Class Members like them—are called the Plaintiffs. The companies and people they sued are called the Defendants. One court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves from the Class.

4. Why is this lawsuit a class action?

The court decided that this lawsuit can be a class action and move towards a trial because it meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts. Specifically, the court found that:

- There are numerous people in the Class;
- The Class’s claims present legal questions and factual issues that are common to all Class Members;
- Kendrick Davis’s claims are typical of the claims of the rest of the Class;
- Kendrick Davis and the lawyers representing the Class will fairly and adequately represent the

Class's interests;

- The common legal questions and facts are more important than questions that affect only individuals; and
- This class action will be better than having many individual lawsuits.

More information about why the court is allowing this lawsuit to be a class action is in the court's Order Certifying the Class, which is available at www.clientsondemandlawsuit.com.

THE CLAIMS IN THE LAWSUIT

5. What does the lawsuit complain about?

In the lawsuit, the Plaintiff alleges that Clients on Demand and Russell Ruffino mislead people by exaggerating the level of support and services Clients on Demand provides purchasers of its eight-week coaching program and by making false claims about the amount of money Clients on Demand's customers are likely to earn from online coaching businesses. The Plaintiff alleges that Clients on Demand broke California law and federal regulations by failing to provide purchasers of its eight-week program with earnings disclosures and other information Plaintiff claims it was required to provide under the law. You can read the Plaintiff's Class Action Complaint at www.clientsondemandlawsuit.com

6. How do the Defendants answer?

Defendants deny that they did anything wrong and deny Plaintiff's allegations. Defendants deny that they misrepresented the nature of the program or the amount of money that could be earned in coaching businesses by implementing the marketing tools and training provided by the program. Defendants also deny that either California's Seller Assisted Marketing Plan Act or the Business Opportunity Rule apply to Clients on Demand's program and that Defendants did not violate those statutes. Defendants' Answer to the Complaint is available at www.clientsondemandlawsuit.com.

7. Has the court decided who is right?

The court hasn't decided whether Plaintiff or the Defendants are correct. By establishing the Class and issuing this Notice, the court is not suggesting that the Plaintiff will win or lose this case. The Plaintiff must prove his claims at a trial.

8. What is the Plaintiff asking for?

Plaintiff is asking for restitution, money damages, attorney fees and costs, as well as an order telling the Defendants to stop the conduct Plaintiff alleges violates the law.

9. Is there any money available now?

No money or benefits are available now because the court has not yet decided whether the Defendants did anything wrong and the two sides have not settled the case. There is no guarantee that money or benefits ever will be obtained. If they are, you will be notified about how to ask for a share.

WHO IS IN THE CLASS

You need to decide whether you are affected by this lawsuit.

10. Am I part of this Class?

Judge Court decided that “[a]ll natural persons in the United States who, within the applicable statute of limitations period until the date notice is disseminated, purchased an eight-week program from Clients on Demand and who have not received a full refund of their purchase price” are part of the Class. The court also certified a Subclass of Class Members who purchased Client’s On Demand’s eight-week program after December 15, 2022.

11. Are any customers of Clients on Demand not included in the Class?

Only purchasers of Clients on Demand’s eight-week program who purchased it after December 15, 2019, and did not receive a full refund of the purchase price are part of the Class.

If you bought consulting services or other products from Clients on Demand but did not purchase the eight-week Clients on Demand program, then you are not part of the Class. If you bought Clients on Demand’s eight-week program but made your purchase before December 15, 2019, you are also not part of the Class.

12. I’m still not sure if I am included.

If you are still not sure whether you are included, you can get free help at www.clientsondemandlawsuit.com or by calling or writing to the lawyers in this case, at the phone number or address listed in question 22.

YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Class or ask to be excluded before the trial, and you have to decide this now.

13. What happens if I do nothing at all?

You don’t have to do anything now if you want to keep the possibility of getting money or benefits from this lawsuit. By doing nothing you are staying in the Class. If you stay in and Plaintiff obtains money or benefits, either as a result of the trial or a settlement, you will be notified about how to apply for a share (or how to ask to be excluded from any settlement). Keep in mind that if you do nothing now, regardless of whether the Plaintiff wins or loses the trial, you will not be able to sue, or continue to sue, the Defendants in this lawsuit in any other lawsuit about the same legal claims that are the

subject of this case. You will also be legally bound by all of the Orders the court issues and judgments the court makes in this class action.

14. Why would I ask to be excluded?

If you already have your own lawsuit against any of the Defendants asserting claims related to those at issue in this lawsuit and want to continue with it, you need to ask to be excluded from the Class. If you exclude yourself from the Class—which also means to remove yourself from the Class, and is sometimes called “opting-out” of the Class—you won’t get any money or benefits from this lawsuit even if the Plaintiff obtains them as a result of the trial or from any settlement (that may or may not be reached) between any or all of the Defendants and the Plaintiff. However, you may then be able to sue or continue to sue Defendants for claims related to those at issue in this lawsuit. If you exclude yourself, you will not be legally bound by the court’s judgments in this class action.

If you start your own lawsuit against Defendants after you exclude yourself, you’ll have to hire and pay your own lawyer for that lawsuit, and you’ll have to prove your claims. If you do exclude yourself so you can start or continue your own lawsuit against Defendants, you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations.

15. How do I ask the court to exclude me from the Class?

To ask to be excluded, you must send an “Exclusion Request” in the form of a letter sent by mail, stating that you want to be excluded from the Class in *Kendrick Davis. v. Clients on Demand, et al.* Be sure to include your name and address and to sign the letter. You must mail your Exclusion Request postmarked by **December 19, 2025**, to: Clients On Demand Lawsuit, c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602. You may also get an Exclusion Request form at the website, www.clientsondemandlawsuit.com.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The court decided that the law firm of Kneupper & Covey, PC is qualified to represent you and all Class Members. Kneupper & Covey, PC is called “Class Counsel.” More information about this law firm, its practices, and its lawyers’ experience is available at www.kneuppercovey.com.

17. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you will have to pay that lawyer. For example, you can ask him or her to appear in court for you if you want someone other than Class Counsel to speak for you.

18. How will the lawyers be paid?

If Class Counsel get money or benefits for the Class, they may ask the court for fees and expenses. You won't have to pay these fees and expenses. If the court grants Class Counsel's request, the fees and expenses would be either deducted from any money obtained for the Class or paid separately by the Defendants.

THE TRIAL

19. How and when will the court decide who is right?

As long as the case isn't resolved by a settlement or otherwise, Class Counsel will have to prove the Plaintiff's claims at a trial. Trial is set to begin on March 9, 2026. Trial will take place at the First Street Courthouse, 350 W. 1st Street, Courtroom 6A, 6th Floor, Los Angeles, CA 90012. During the trial, a Jury or the Judge will hear all of the evidence to help them reach a decision about whether the Plaintiff or the Defendants are right about the claims in the lawsuit. There is no guarantee that the Plaintiff will win, or that they will get any money for the Class.

20. Do I have to come to the trial?

You do not need to attend the trial unless you are subpoenaed as a witness in the case. Class Counsel will present the case for Plaintiff and the Class, and the Defendants will present the defenses. You or your own lawyer are welcome to come at your own expense.

21. Will I get money after the trial?

If the Plaintiff obtains money or benefits as a result of the trial or a settlement, you will be notified about how to participate. We do not know how long this will take.

GETTING MORE INFORMATION

22. Are more details available?

Visit the website, www.clientsondemandlawsuit.com, where you will find the court's Order Certifying the Class, the Complaint that the Plaintiff submitted, the Defendant's Answer to the Complaint, as well as an Exclusion Request form. You may also call (833) 419-3709, or write to: Clients On Demand Lawsuit, c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602.