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15 the Proposed Class

12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**

15 JENALE NIELSEN, individually and on behalf
16 of others similarly situated,

17 Plaintiff,

18 vs.

19 WALT DISNEY PARKS AND RESORTS
20 U.S., Inc., a Florida Corporation, and DOES 1
21 through 10, inclusive,

22 Defendants.

Case No.: 8:21-cv-02055-DOC-ADS

**PLAINTIFF’S NOTICE OF MOTION
FOR ATTORNEYS’ FEES, COSTS, AND
A SERVICE AWARD**

Date: February 20, 2024
Time: 8:30 a.m.
Judge: Hon. David O. Carter
Court: 9D

1 **NOTICE OF MOTION & MOTION FOR PRELIMINARY APPROVAL OF**
2 **CLASS SETTLEMENT**

3 TO THE CLERK OF THE ABOVE-ENTITLED COURT, ALL PARTIES, AND
4 THEIR COUNSEL OF RECORD:

5 PLEASE TAKE NOTICE that on February 20, 2024 at 8:30 a.m., or as soon
6 thereafter as counsel may be heard, before the Honorable David O. Carter in
7 Courtroom 9D located at 411 West Fourth Street, Santa Ana, California 92701,
8 Plaintiff Jenale Nielsen will and does hereby move the Court for an order awarding
9 attorneys’ fees, costs, and a service award pursuant to Rule 23 of the Federal Rule of
10 Civil Procedure. In addition to the Memorandum in support of the Motion, Plaintiff’s
11 motion is supported by the Declaration of Daniel J. Muller, including Exhibits No. 1-
12 5, the Declaration of Nickolas J. Hagman, the Declaration of Jenale Nielsen, and the
13 Declaration of Cameron R. Azari. This Motion is also supported by the pleadings and
14 papers on file in this matter, as well as upon such other matters to be filed, and that
15 may be presented to the Court at the time of the hearing.

16 Dated: December 28, 2023 Respectfully submitted,

17 **VENTURA HERSEY & MULLER, LLP**

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14 *Attorneys for Plaintiff and the*
15 *Proposed Class*

12 **UNITED STATES DISTRICT COURT**
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15 behalf of others similarly situated,

16 Plaintiff,

17 vs.

18 WALT DISNEY PARKS AND
19 RESORTS U.S., INC., a Florida
20 Corporation, and DOES 1 through 10,
21 inclusive,

22 Defendants.

Case No.: 8:21-cv-02055-DOC-ADS

**PLAINTIFF’S MEMORANDUM
OF POINTS AND AUTHORITIES
IN SUPPORT OF MOTION FOR
ATTORNEYS’ FEES, COSTS,
AND A SERVICE AWARD**

Hearing Date: February 20, 2024
Time: 8:30 A.M.
Judge: Hon. David O. Carter
Courtroom: 9D

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1 **I. INTRODUCTION**

2 Plaintiff Jenale Nielsen (“Plaintiff”) moves this Court for an award of
3 \$2,375,000.00 in attorneys’ fees and \$191,937.71 in costs. Ms. Nielsen also seeks a
4 service award of \$5,000.00.

5 Plaintiff’s requests are justified by the excellent result that Settlement Class
6 Counsel and Ms. Nielsen achieved for the Settlement Class Members. The
7 Settlement, if approved, provides that all Settlement Class Members will
8 automatically receive an equal payment from a \$9,500,000.00 Settlement Fund. The
9 Settlement was achieved through the dedicated and efficient efforts of two law firms:
10 Ventura Hersey & Muller, LLP and Cafferty Clobes Meriwether & Sprengel, LLP
11 (“Settlement Class Counsel”). Settlement Class Counsel worked diligently, without
12 compensation, for over two years on behalf of the Settlement Class Members.
13 Settlement Class Counsel, therefore, requests that, pursuant to the Settlement
14 Agreement and the Court’s authority under the common-fund doctrine and Rule
15 23(h), the Court award the requested attorneys’ fees, costs, and service award.

16 **II. FACTUAL AND PROCEDURAL BACKGROUND**

17 As explained in more detail in *Plaintiff’s Motion For Preliminary Approval of*
18 *Class Action Settlement* (see ECF No. 88), this case is about the “Dream Key” annual
19 pass that Defendant Walt Disney Parkes And Resorts U.S., Inc. (“Disney”) sold in
20 2021 to customers of its California theme parks. For one year from when their Dream
21 Key passes were first used, Dream Key pass holders were entitled to make
22 reservations for the Disneyland and California Adventures theme parks without
23 having to separately purchase tickets. *Id.*

24 Plaintiff purchased a Dream Key pass, believing that her pass entitled her to
25 access the parks every day of the year so long as the parks were not at capacity and
26 park reservations were available. Second Amended Complaint (“SAC”) ¶¶ 15-20,
27 ECF No. 41. After purchasing her pass, Plaintiff discovered that she was unable to

1 use the Dream Key pass to make a reservation on some days, even when the parks
2 were not at capacity and general admission park reservations were listed as available
3 on Disney’s website. *Id.* Ms. Nielsen alleges that other Dream Key purchasers
4 experienced similar issues with their Dream Keys. SAC ¶¶ 31-37.

5 Plaintiff brings claims on behalf of all Dream Key purchasers alleging
6 violations of California’s Consumer Legal Remedies Act (“CLRA”), Cal. Civ. Code
7 § 1750, *et seq.*, and claims for breach of contract and breach of the implied covenant
8 of good faith and fair dealing. SAC ¶¶ 38-53; 56-62. Disney answered the SAC and
9 denied all wrongdoing. ECF No. 42.

10 During the course of the litigation, the parties conducted extensive fact and
11 expert discovery. *Declaration of Daniel J. Muller* ¶¶ 14-18. Disney made
12 comprehensive document productions and the parties exchanged expert reports and
13 rebuttal reports in connection with Plaintiff’s motion for class certification. *Id.*
14 Beyond written discovery and document production, the parties took five depositions,
15 including depositions of each party’s expert witness. Muller Decl. ¶¶ 18 & 21. On
16 April 24, 2023, Plaintiff moved for class certification. ECF No. 61. On May 31, 2023,
17 Disney opposed Plaintiff’s class certification motion and simultaneously moved to
18 exclude both Plaintiff’s damage theory and her expert’s testimony. ECF Nos. 67, 70.

19 While those motions were pending, the parties participated in a full-day
20 mediation session with the Honorable Jay C. Gandhi (Ret.). Muller Decl. ¶¶ 25-27.
21 The parties reached a settlement in principle at the mediation. *Id.* Thereafter, the
22 parties worked diligently and cooperatively to convert their agreement into the
23 comprehensive Settlement Agreement which has been submitted to the Court for
24 Preliminary Approval. Muller Decl. ¶ 28¹. On October 16, 2023, the Court
25 preliminarily approved the Settlement Agreement. (Doc. No. 92.). Since the Court

26 _____
27 ¹ A copy of the Settlement Agreement is attached to the *Muller Declaration* as
28 Exhibit 1.

1 granted preliminary approval, the Parties have implemented the Notice Program
2 approved by the Court. A description of the Notice Plan and its implementation is
3 provided in the *Declaration of Cameron R. Azari, Esq. On Implementation And*
4 *Adequacy of Notice Program*. See Muller Decl. ¶ 28-29, Exh. 2. The Settlement
5 Agreement was negotiated at arm’s-length, and the parties did not discuss any award
6 of attorneys’ fees during the negotiations. Muller Decl. ¶ 28-29. Moreover, the
7 Settlement Agreement does not contain a “clear sailing” provision. *Id.*

8 As previewed in her Motion For Preliminary Approval, Plaintiff seeks
9 \$2,375,000 in attorneys’ fees. This amount represents 25% of the \$9,500,000
10 Settlement Fund. In addition, Class Counsel seeks \$191,937.71 to reimburse their
11 litigation costs and a \$5,000 Service Award.

12 **III. ARGUMENT**

13 **A. Plaintiff’s Request For Reimbursement Of Attorneys’ Fees Is**
14 **Reasonable And Appropriate**

15 Pursuant to Federal Rule of Civil Procedure 23(h), courts may award
16 reasonable attorneys’ fees to class counsel. *Boeing Co. v. Van Gemert*, 444 U.S. 472,
17 478 (1980) (“[A] litigant or lawyer who recovers a common fund for the benefit of
18 persons other than himself or his client is entitled to a reasonable attorney’s fee from
19 the fund as a whole.”). “Courts consider several factors to determine the appropriate
20 percentage of the fund to award as attorneys’ fees in a common fund case including
21 (a) the results achieved; (b) the risk of litigation; (c) the skill required and the quality
22 of work; (d) the contingent nature of the fee; and (e) awards made in similar cases.”
23 *Spencer-Ruper v. Scientiae, LLC*, No. 819CV01709DOCADS, 2021 WL 4895740, at
24 *1 (C.D. Cal. Sept. 24, 2021) (Carter, J.) (citing *Vizcaino v. Microsoft Corp.*, 290 F.3d
25 1043, 1047-1050 (9th Cir. 2002)).

26 Each factor supports awarding Settlement Class Counsel the attorneys’ fees
27 sought. Pursuant to the Settlement Agreement, Settlement Class Counsel seek

1 attorneys' fees in the amount of \$2,375,000, which is 25% of the Settlement Fund
2 obtained for the Class. *See* Class Action Settlement Agreement § 1.35, Muller Decl.
3 ¶ 28, Exh. 1. As discussed below, a cross-check with the lodestar amount confirms
4 the reasonableness of the fee request because it seeks only a 1.5 multiplier, which is
5 well within the appropriate range for cases in this Circuit.

6 **1. The Requested 25% Fee Is Reasonable**

7 “The ‘benchmark’ percentage for attorney’s fees in the Ninth Circuit is 25% of
8 the common fund with costs and expenses awarded in addition to this amount.”
9 *Spencer-Ruper v. Scientiae, LLC, supra*, 2021 WL 4895740 at *1, citing *Vizcaino*,
10 290 F.3d at 1047. In fact, “in most common fund cases, the award *exceeds* that [25%]
11 benchmark.” *Id.*, citing *In re Omnivision Techs.*, 559 F. Supp. 2d 1036, 1047 (N.D.
12 Cal. 2007) (emphasis added). “Because the benefit to the class is easily quantified in
13 common-fund settlements,” courts may “award attorneys a percentage of the common
14 fund in lieu of the often more time-consuming task of calculating the lodestar.” *In re*
15 *Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 942 (9th Cir. 2011). “The use of
16 the percentage-of-the-fund method in common-fund cases is the prevailing practice
17 in the Ninth Circuit for awarding attorneys’ fees and permits the Court to focus on
18 showing that a fund conferring benefits on a class was created through the efforts of
19 plaintiffs’ counsel.” *In re Korean Air Lines Co., Ltd. Antitrust Litig.*, No. CV 07-
20 05107 SJO AGRX, 2013 WL 7985367, at *1 (C.D. Cal. Dec. 23, 2013). The
21 percentage-of-the-fund method confers “significant benefits . . . including consistency
22 with contingency fee calculations in the private market, aligning the lawyers’ interests
23 with achieving the highest award for the class members, and reducing the burden on
24 the courts that a complex lodestar calculation requires.” *Tait v. BSH Home Appliances*
25 *Corp.*, No. SACV100711DOCANX, 2015 WL 4537463, at *11 (C.D. Cal. July 27,
26 2015); *see also* 5 William B. Rubenstein, *Newberg on Class Actions* §§ 15:62, 15:65

1 (5th ed. 2020). Plaintiff’s request for the customary 25% of the Settlement Fund
2 created by the Settlement Agreement is, *per se*, reasonable.

3 **2. The Benefits Provided To The Class Support The Requested**
4 **Fee Award**

5 Plaintiff’s fee request is justified by the benefits that Settlement Class Counsel
6 secured for the Settlement Class. In this Circuit, an assessment of the benefits
7 provided to a settlement class is often the most important factor in evaluating the
8 reasonableness of a requested fee. *Bluetooth Headset Prods. Liab. Litig., supra*, 654
9 F.3d at 942; *Omnivision Techs., supra*, 559 F. Supp. 2d at 1046.

10 In this case, there is no doubt that Settlement Class Counsel achieved an
11 excellent result for the Settlement Class. As Plaintiff argued in her Motion for Class
12 Certification, total classwide damages were approximately \$39 million. *See* ECF
13 62-6 at 26. That amount would represent a complete victory for the Class requiring
14 that a class be certified and that Plaintiff prevailed at trial. The Settlement represents
15 almost 25% of this maximum possible recovery, and does so without the risk or
16 delay inherent in continued litigation. The individual payment to each Class Member
17 will be at least \$67.41. This constitutes meaningful relief in exchange for settling
18 hotly contested claims. *See, e.g., Bravo v. Gale Triangle, Inc., No.*
19 *CV1603347BROGJSX*, 2017 WL 708766, *10 (C.D. Cal. Feb. 16, 2017) (granting
20 preliminary approval of a settlement that provides class members with fourteen
21 percent of the maximum recovery).

22 **3. The Risks Of Ongoing Litigation Justify The Requested Fee**
23 **Award**

24 The risks of ongoing litigation also justify the requested fee award. As this
25 Court has noted in the past, “[t]he risk that further litigation might result in Plaintiffs
26 not recovering at all, particularly [in] a case involving complicated legal issues, is a
27

1 significant factor in the award of fees.” *See Spencer-Ruper*, 2021 WL 4895740, at *2,
2 *citing Omnivision, supra*, 559 F. Supp. 2d at 1046-47.

3 In this case, a complete victory is far from certain because, as Disney argued,
4 almost all Dream Key passholders actually visited the theme parks using their Dream
5 Keys. Dream Key passes, therefore, had *some* value and Class members received that
6 value. Plaintiff believes—and was prepared to prove at trial—that each Class member
7 suffered damages totaling \$379.19 each, which is the difference between the price of
8 a Dream Key pass and the actual value of the pass. Disney asked the Court to reject
9 Plaintiff’s damages model and to preclude her damage claims from even being
10 presented to the jury. It is possible that the Court would reject Plaintiff’s damage
11 model, thereby preventing her case from proceeding on a classwide basis. Even if
12 Plaintiff had been allowed to present her damage theory to the jury, Disney would
13 argue that each Dream Key pass was worth the price paid by each Class member. It
14 is possible that at trial, the jury may not have been persuaded by Plaintiff’s damage
15 theory. The jury might award no damages or only partial damages. The range of
16 recovery for Class members is, therefore, anywhere from zero to \$379.19 per Class
17 member.

18 Given the very real risk that Plaintiff and the Class might not recover anything
19 at all, or that the Court may not have certified a litigation class, Settlement Class
20 Counsel balanced the risks associated with ongoing litigation with the benefits of a
21 certain settlement that will provide immediate relief to all Class Members. The
22 Honorable Jay Gandhi, an experienced mediator, agreed with Class Counsel about its
23 risk assessment and facilitated the settlement. The risks of ongoing litigation,
24 therefore, strongly support the requested fees.

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1 **4. Class Counsel’s Skill And Expertise Support The Fee**
2 **Request**

3 Plaintiff’s fee request is also supported by the skill and expertise exhibited by
4 Settlement Class Counsel. “The ‘prosecution and management of a complex [] class
5 action requires unique legal skills and abilities’ that are to be considered when
6 evaluating fees.” *See Spencer-Ruper, supra*, 2021 WL 4895740, at *2, *citing*
7 *Omnivision*, 559 F. Supp. 2d at 1047). This case required a high degree of skill and
8 experience to prosecute and manage. The lawyers from both law firms representing
9 Plaintiff are experienced class action lawyers who litigated this matter diligently
10 against a highly resourced Defendant represented by very skilled and experienced
11 partners at a prominent national law firm. Settlement Class Counsel have substantial
12 experience litigating complex class cases of various types, including consumer class
13 actions such as this one. *See* Muller Decl. ¶30; Hagman Decl. ¶¶6-7.² Settlement
14 Class Counsel have proven track records of obtaining noteworthy recoveries for the
15 classes and clients they have represented. *Id.*

16 In this case, Settlement Class Counsel relied upon their skill and experience
17 to effectively litigate this case and achieve an excellent result for the Settlement
18 Class. The parties completed extensive written and deposition discovery. Muller
19 Decl. ¶¶ 13-14. Disney produced nearly 25,000 pages of documents and large
20 volumes of structured data in response to Plaintiff’s discovery requests concerning
21 the Magic Key program, Dream Key Advertisements, and the size and make-up of
22 the Settlement Class. *Id.* Plaintiff’s Counsel took the depositions of two of Disney’s
23 representatives and prepared Plaintiff for her deposition and then defended it.
24 Muller Decl. ¶ 16. Plaintiff also produced more than 600 pages of documents in
25

26 ² The Declaration of Nickolas Declaration In Support of Nickolas J. Hagman
27 of Plaintiff’s Motion For Attorneys’ Fees, Costs, and a Service Award is
28 attached here to as Exhibit 4.

1 response to Disney’s requests. Muller Decl. ¶ 15. Additionally, the parties
2 exchanged expert reports and rebuttal reports in support of, and in opposition to,
3 Plaintiff’s motion for class certification and deposed each party’s respective expert
4 and briefed multiple motions to strike experts and damages theories. Muller Decl.
5 ¶¶ 17-24. Class Counsel needed—and exhibited—considerable skill to obtain the
6 necessary discovery, analyze and evaluate the discovery, complete and defend expert
7 discovery, and litigate this matter to a fair and strong resolution.

8 **5. The Fee Request Is Further Justified By Settlement Class**
9 **Counsel’s Representation Of The Class On A Contingency**
10 **Basis**

11 Plaintiff’s fee request is also appropriate because Class Counsel has litigated
12 this matter on a completely contingent basis. “The Ninth Circuit has long recognized
13 that the public interest is served by rewarding attorneys who undertake representation
14 on a contingent basis by compensating them for the risk that they might never be paid
15 for their work.” *Spencer-Ruper, supra*, 2021 WL 4895740, at *3, citing *In re*
16 *Washington Pub. Power Supply Sys. Sec. Litig.*, 19 F.3d 1291, 1299 (9th Cir. 1994).

17 Settlement Class Counsel incurred significant risk by litigating this case.
18 Settlement Class Counsel represented the Plaintiff and the Class on a contingent basis
19 and advanced all of the costs associated with the litigation. Muller Decl. ¶¶ 31 & 39;
20 Hagman Decl. ¶ 15. They have invested a total of 2,435.2 hours of time and
21 \$191,937.71 in litigation expenses without any guarantee of success. Muller Decl.
22 ¶¶ 36-37. In so doing, Settlement Class Counsel “turn[ed] down opportunities to work
23 on other cases to devote the appropriate amount of time, resources, and energy
24 necessary to responsibly handle this complex case.” *In re Volkswagen “Clean Diesel”*
25 *Mktg., Sales Pracs., & Prods. Liab. Litig.*, 2017 WL 1047834, at *3 (N.D. Cal. Mar.
26 17, 2017). This factor strongly supports Settlement Class Counsel’s requested fee.

1 **6. A Comparison With Other Class Action Cases In This**
2 **Circuit Also Justifies The Requested Fee Award**

3 Plaintiff’s fee request is also justified by its favorable comparison to approved
4 fee requests in similar class action cases. It is well-established that the Court can and
5 should consider fee awards from similar cases. *Vizcaino, supra*, 290 F.3d at 1049-50.
6 The requested fee is equal to the Ninth Circuit’s “benchmark” and, in fact, is lower
7 than fees often awarded in similar cases. *See Beaver v. Tarsadia Hotels*, No. 11-CV-
8 01842-GPC-KSC, 2017 WL 4310707, at *10 (S.D. Cal. Sept. 28, 2017) (citing several
9 cases awarding 33%). The requested fee is also below a traditional contingency fee,
10 which further supports its reasonableness. *Vinh Nguyen v. Radiant Pharms. Corp.*,
11 No. SACV 11-00406 DOC, 2014 WL 1802293, at *9 (C.D. Cal. May 6, 2014) (Carter,
12 J.) (awarding 28% in fees, noting that 28% is “commensurate with, and even slightly
13 below, a traditional contingency fee); *see also Blum v. Stenson*, 465 U.S. 886, 904
14 (1984) (“In tort suits, an attorney might receive one-third of whatever amount the
15 plaintiff recovers.”). The requested 25 percent award is, therefore, consistent with, or
16 less than, fee awards in class action cases generally, and compares favorably with
17 percentages approved in similar cases. This factor supports Settlement Class
18 Counsel’s requested fee.

19 **7. Lodestar Check**

20 Courts sometimes employ a “streamlined” lodestar analysis to “cross-check”
21 the reasonableness of a requested award. *Vizcaino, supra*, 290 F.3d at 1050. “[W]hile
22 the primary basis of the fee award remains the percentage method, the lodestar may
23 provide a useful perspective on the reasonableness of a given percentage award.” *Id.*
24 A court’s aim is to do “rough justice, not to achieve auditing perfection.” *Hefler v.*
25 *Wells Fargo & Co.*, 2018 WL 6619983, at *14 (N.D. Cal. Dec. 18, 2018), *quoting*
26 *Fox v. Vice*, 563 U.S. 826, 838 (2011); *see also In re Capacitors Antitrust Litig.*, No.
27 3:14-CV-03264-JD, 2018 WL 4790575, at *6 (N.D. Cal. Sept. 21, 2018) (holding that

1 a lodestar cross-check does not require “mathematical precision [or] bean-counting”).
2 In the Ninth Circuit, a multiplier ranging from 1.0 to 4.0 is considered “presumptively
3 acceptable.” *Dyer v. Wells Fargo Bank, N.A.*, 303 F.R.D. 326, 334 (N.D. Cal. 2014);
4 *Vizcaino, supra*, 290 F.3d at 1051 n.6 (finding most multipliers range from 1.0–4.0).

5 Here, the lodestar cross-check verifies the reasonableness of the requested fee.
6 Settlement Class Counsel devoted a substantial number of hours to this case. Since
7 October 2021, Settlement Class Counsel has spent 2,435.2 hours litigating this case.
8 The rates charged by Class Counsel range from \$550 an hour to \$1,100 an hour.
9 Muller Decl. ¶¶ 35-36; Hagman Decl., ¶¶ 9-12. The rates are well within the
10 acceptable range for class action litigators in this Circuit. *See also Dickey v. Advanced*
11 *Micro Devices, Inc.*, No. 15-CV-04922-HSG, 2020 WL 870928, at *8 (N.D. Cal. Feb.
12 21, 2020) (approving rates between \$275 and \$1,000 for attorneys); *In re Lidoderm*
13 *Antitrust Litig.*, No. 14-MD-02521-WHO, 2018 WL 4620695, at *2 (N.D. Cal. Sept.
14 20, 2018) (approving rates between \$300 and \$1,050); *Hefler v. Wells Fargo & Co.*,
15 No. 16-CV-05479-JST, 2018 WL 6619983, at *14 (N.D. Cal. Dec. 18, 2018) (rates
16 from \$650 to \$1,250 for partners or senior counsel, \$400 to \$650 for associates); *In*
17 *re Volkswagen.*, 2017 WL 1047834, at *5 (billing rates ranging from \$275 to \$1600
18 for partners, \$150 to \$790 for associates, and \$80 to \$490 for paralegals found to be
19 reasonable).

20 The resulting lodestar of \$1,576,550.00 yields a modest multiplier of 1.5 for all
21 of the work performed to date, not including additional future work required to seek
22 final approval, a final judgment and to ensure that claims administration is efficient
23 and effective. This multiplier is on the low end of the “presumptively acceptable range
24 of 1.0-4.0” in this Circuit. *Dyer*, 303 F.R.D. at 334; *see also Vizcaino*, 290 F.3d at
25 1051 (approving 3.65 multiplier); *Flo & Eddie Inc., v. Sirius XM Radio, Inc.*, No.
26 CV13-5693 PSG (GJSX), 2017 WL 4685536, at *9 (C.D. Cal. May 8, 2017)
27 (approving multiplier of up to 2.5); *Calhoun v. Celadon Trucking Servs.*, No. 16-CV-

1 1351 PSG (FFM), 2017 WL 11631979, at *8 (C.D. Cal. Nov. 13, 2017) (multiplier of
2 1.3 is “lower than the accepted range”).

3 This factor strongly supports Settlement Class Counsel’s requested 25 percent
4 fee.

5 **B. Plaintiff’s Request For Reimbursement Of Litigation Costs Is**
6 **Reasonable And Appropriate**

7 Settlement Class Counsel may “recover their reasonable expenses that would
8 typically be billed to paying clients in non-contingency matters.” *Brown v. CVS*
9 *Pharm., Inc.*, No. CV15-7631 PSG (PJWX), 2017 WL 3494297, at *9 (C.D. Cal. Apr.
10 24, 2017) (citation omitted); *see also Staton v. Boeing*, 327 F.3d 938, 974 (9th Cir.
11 2003); Fed. R. Civ. P. 23(h). This includes expenses that are reasonable, necessary,
12 and directly related to the litigation. *See Willner v. Manpower Inc.*, No. 11-CV-02846-
13 JST, 2015 WL 3863625, at *7 (N.D. Cal. June 22, 2015). To date, Class Settlement
14 Counsel has paid for all of the costs of this litigation. These costs include expert fees,
15 mediation fees, deposition costs, filing fees, and travel expenses. Muller Decl., ¶¶39-
16 41; Hagman Decl., ¶15. These costs total **\$191,937.71** and break down as follows:

Category	Amount
Filing / Service Fees	\$2,792.18
Travel / Lodging	\$9,580.99.00
Depositions / Transcripts	\$8,429.65.00
Document Discovery Platform	\$7,423.19
Computer Research	\$4,938.70
Document Reproduction	\$189.50
Expert Fees	\$135,658.50
Mediation Fees	\$22,925.00
Total	\$191,937.71

1 Muller Decl., ¶¶ 39-41.; Hagman Decl., ¶ 15. The costs paid by Settlement Class
2 Counsel were necessary and resulted in benefits for the Settlement Class. *Beesley v.*
3 *Int'l Paper Co.*, No. 3:06-CV-703-DRH-CJP, 2014 WL 375432, at *3 (S.D. Ill. Jan.
4 31, 2014). The requested costs are reasonable and should be reimbursed.

5 **C. The Service Award Requested By Plaintiff Is Reasonable And**
6 **Appropriate**

7 Plaintiff's request for a \$5,000 service award is reasonable and should be
8 approved by the Court. Courts possess discretion to approve service awards based on
9 the amount of time and effort spent, the duration of the litigation, and the personal
10 benefit (or lack thereof) as a result of the litigation. *Pauley v. CF Ent.*, No. 2:13-CV-
11 08011-RGK-CW, 2020 WL 5809953, at *4 (C.D. Cal. July 23, 2020) (granting "class
12 representative enhancement fees in the amount of \$5,000 each to Plaintiffs," finding
13 that amount to be "presumptively reasonable"); *Yahoo Mail Litig.*, No. 13-CV-4980-
14 LHK, 2016 WL 4474612, at *11 (N.D. Cal. Aug. 25, 2016) ("The Ninth Circuit has
15 established \$5,000.00 as a reasonable benchmark [for service awards]."); *see, e.g.,*
16 *Van Vracken v. Atl. Richfield Co.*, 901 F. Supp. 294, 299 (N.D. Cal. 1995).

17 Plaintiff played a critical role in this case. Specifically, she originated the case
18 by contacting experienced, strong counsel, searched for and produced documents,
19 answered interrogatories, prepared for, traveled to, and sat for a deposition, and has
20 been in frequent contact with her attorneys to keep apprised of the status of
21 proceedings and helped inform important decision-making. Muller Decl. ¶42.
22 Plaintiff submitted a declaration attesting to the time and effort she spent to support
23 this case and help achieve the Settlement Agreement. Muller Decl., ¶ 42, Exh. 5.

24 Accordingly, the requested service award is reasonable.

1 **IV. CONCLUSION**

2 For the foregoing reasons, Plaintiff respectfully requests this Court grant
3 Plaintiff’s Motion for an award of attorneys’ and costs, and for the requested service
4 award.

5 Dated: December 28, 2023

Respectfully submitted,

6 /s/ Daniel J. Muller

7
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11 the Proposed Class

12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**

15 JENALE NIELSEN, individually and on
16 behalf of others similarly situated,
17
18 Plaintiff,
19
20 vs.
21 WALT DISNEY PARKS AND
22 RESORTS U.S., Inc., a Florida
23 Corporation, and DOES 1 through 10,
24 inclusive,
25
26 Defendants.

Case No.: 8:21-cv-02055-DOC-ADS

**DECLARATION OF DANIEL J.
MULLER IN SUPPORT OF
PLAINTIFF’S MOTION FOR
ATTORNEYS’ FEES, COSTS,
AND A SERVICE AWARD**

Hearing Date: February 20, 2023
Time: 8:30 A.M.
Judge: Hon. David O. Carter
Courtroom: 9D

1 I, Daniel J. Muller, hereby declare as follows:

2 1. I have personal knowledge of all of the facts set forth herein. If called
3 as a witness, I could and would competently testify thereto. I am a partner in the law
4 firm of Ventura Hersey & Muller, LLP (“VHM”), one of the proposed Settlement
5 Class Counsel in this Action. I submit this declaration in support of the Plaintiff’s
6 Motion For Attorneys’ Fees, Costs, and a Service Award.

7 2. VHM, along with Cafferty Clobes Meriwether & Sprengel, LLP
8 (collectively, “Settlement Class Counsel”), represent Plaintiff Jenale Nielsen
9 (“Plaintiffs”) and the Settlement Class in this action against Walt Disney Parks and
10 Resorts, U.S., Inc. (“Disney” or “Defendant”).¹

11 3. Plaintiff Jenale Nielsen (“Plaintiff”) filed a putative class action
12 complaint captioned *Jenale Nielsen v. Walt Disney Parks and Resorts U.S., Inc.*, Case
13 No. 30-2021-01230857-CU-BT-CXC, in the Superior Court of California in Orange
14 County on November 9, 2021.

15 4. The action arose out of the new annual pass program introduced by
16 Disney in 2021. The new program, called the “Magic Keys”, consisted of four tiers
17 of annual passes, each of which required the pass holder to make a reservation in
18 advance to visit either the Disneyland or California Adventures theme parks. The
19 reservation system for the Magic Keys was different from the prior annual pass
20 system, which did not require advance reservations for pass holders to enter either of
21 these theme parks.

22 5. The highest tier of Magic Keys sold in 2021 was called the “Dream Key,”
23 which cost \$1,399.00. Disney advertised the Dream Key as providing a “reservation-
24 based admission to one or both theme parks every day of the year,” with “no blackout
25 dates.” *See* Second Amended Complaint (“SAC”), ECF No. 41, ¶ 10.

26
27
28

¹ The “Settlement Class” is defined as “All purchasers of the Dream Key.” *See* paragraph 1.33 of the Settlement Agreement.

1 6. Plaintiff alleges that she purchased a Dream Key in September 2021.
2 Plaintiff further alleges that she purchased the Dream Key in reliance on Disney’s
3 advertisements and representations that the Dream Key would allow her to make
4 reservations to Disney’s theme parks with “no blackout dates” and that the Dream
5 Key would permit her to make a reservation every day of the year. SAC ¶ 15. Based
6 on those representations, Plaintiff believed that the Dream Key entitled her to access
7 the parks every day of the year, so long as the parks were not at capacity and park
8 reservations were available. However, Plaintiff was often unable to use her pass to
9 make reservations because the desired dates were unavailable to Dream Key
10 purchasers even though they were available to purchasers of daily tickets. SAC ¶¶ 16-
11 20.

12 7. On December 15, 2021, Disney removed the complaint to the United
13 States District Court for the Central District of California. The case was captioned
14 *Jenale Nielsen v. Walt Disney Parks and Resorts U.S., Inc.*, No. 8:21-cv-02055-DOC-
15 ADS, and was assigned to Hon. David O. Carter.

16 8. Disney moved to dismiss the complaint on January 21, 2022. ECF No.
17 20.

18 9. Plaintiff filed an amended complaint on February 4, 2022. ECF No. 23.

19 10. Disney moved to dismiss the amended complaint on March 4, 2022.
20 ECF No. 27.

21 11. On April 6, 2022, the Court granted in part and denied in part Disney’s
22 motion to dismiss. ECF No. 35.

23 12. Plaintiff filed her Second Amended Complaint, the operative complaint,
24 on May 10, 2022. ECF No. 41. The SAC asserted claims for breach of contract,
25 breach of the implied covenant of good faith and fair dealing, and violation of the
26 California Legal Remedies Act (“CLRA”), Cal. Civ. Code § 1750, *et seq.*

27 13. On May 20, 2022, Disney answered the SAC, ECF No. 42, and the
28 Parties began discovery.

1 14. The parties exchanged extensive discovery. Plaintiff served her first set
2 of Requests for Production and Interrogatories, on April 14, 2022, her second set of
3 Requests for Production on October 26, 2022, and her third set of Requests for
4 Production and second set of Interrogatories on January 20, 2023. In response to
5 Plaintiff's discovery requests, Disney produced 24,472 pages of documents, including
6 many voluminous data sets concerning all 103,435 Dream Key purchasers' usage of
7 their Dream Key passes, and non-public information involving the Magic Key
8 program and Dream Key Advertisements and the size and makeup of the Settlement
9 Class.

10 15. Plaintiff expended considerable effort preparing her responses and
11 objections to WDRP's Requests for Production of Documents and twenty (20)
12 Interrogatories, including producing approximately 677 pages of documents in
13 response to Disney's requests.

14 16. In addition to written discovery, the parties also conducted oral
15 discovery, including two Rule 30(b)(6) depositions of Disney employees and
16 Plaintiff's deposition.

17 17. On April 24, 2023, Plaintiff filed her motion for class certification. ECF
18 No. 61. In support of the class certification motion, Plaintiff submitted a declaration
19 from Plaintiff's expert, Robert Mills. ECF No. 61-6.

20 18. On May 23, 2023, Disney deposed Mr. Mills.

21 19. On May 31, 2023, Disney responded to the motion for class certification,
22 and included a declaration from Rebecca Kirk Fair. ECF No. 70.

23 20. Also on May 31, 2023, Disney filed a motion to strike both Plaintiff's
24 damage theory and the declaration of Mr. Mills. ECF No. 67.

25 21. Plaintiff deposed Disney's expert, Ms. Kirk Fair, on June 27, 2023.

26 22. On July 7, 2023, Plaintiff filed her reply in support of the motion for
27 class certification, supported by a rebuttal declaration from Mr. Mills. ECF No. 75.

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1 Plaintiff also filed her response in opposition to WDRP’s motion to strike. ECF No.
2 72.

3 23. On July 14, 2023, Disney filed its response in support of its motion to
4 exclude. ECF No. 82.

5 24. On July 14, 2023, Disney also filed a motion to strike the rebuttal
6 declaration of Mr. Mills. ECF No. 82.

7 25. Meanwhile, in mid-2023, counsel for Disney and counsel for Plaintiff
8 began to discuss the potential for global resolution of the claims.

9 26. Counsel for Disney and Plaintiff agreed to mediate with Magistrate
10 Judge Jay Gandhi (ret.) of JAMS.

11 27. The Parties engaged the services of Judge Gandhi and scheduled
12 mediation for July 19, 2023. After a full-day mediation, the Parties reached an
13 agreement in principle on a class-wide resolution.

14 28. The Parties continued to negotiate the remaining material terms over the
15 following weeks, and eventually executed the Settlement Agreement on September 7,
16 2023. A true and correct copy of the Settlement Agreement is attached hereto as
17 **Exhibit 1**. On October 16, 2023, the Court preliminarily approved the Settlement
18 Agreement. *See* Doc. No. 92. The parties negotiated at arm’s-length and did not
19 discuss any award of attorneys’ fees during the negotiations. The Settlement
20 Agreement does not contain a “clear sailing” provision.

21 29. Since the Court granted preliminary approval, the Parties have
22 implemented the Notice Program approved by the Court. A description of the Notice
23 Program and its implementation is provided in the *Declaration of Cameron R. Azari,*
24 *Esq. On Implementation And Adequacy of Notice Program*. Mr. Azari’s declaration
25 is attached hereto as **Exhibit 2**.

26 30. Ventura Hersey & Muller, LLP (“VHM”) is a law firm located in San
27 Jose, California. I have extensive experience litigating class cases. VHM (and our
28 predecessor firm) and I have been appointed as class counsel in the following cases:

1 *Messineo v Ocwen Loan Servicing, LLC*, No. 5:15-cv-02076-BLF (N.D. Cal.)
2 (appointed class counsel in nationwide consumer Truth In Lending Act litigation.);
3 *Ruffy v. Island Hospitality Management, Inc.*, Case No. 16-CV-301473 (Santa Clara
4 County Superior Court) (lead counsel in unpaid overtime class action); *True v First*
5 *Alarm Security & Patrol, Inc.*, Case No. CV178284 (Santa Cruz County Superior
6 Court) (appointed class counsel in wage and hour / living wage class action). I have
7 also represented class defendants in the following matters: *Ledo v. Guillermo Prado,*
8 *dba Dona Maria*, Case No. 17-CV-02393 LHK (N.D. Cal.) (defense counsel in wage
9 and hour class action); *Diaz v. Heavenly Construction, Inc.*, Case No. 16-CV-295143
10 (Santa Clara County Superior Court) (defense counsel in piece-rate wage and hour
11 litigation); and *Subia v. National Security Industries, Inc.* Case No. 12-CV-238683
12 (Santa Clara County Superior Court) (defense counsel in wage and hour litigation).
13 Attached as **Exhibit 3** is a true and correct copy of VHM's firm resume.

14 31. VHM was retained to represent Ms. Nielsen on a contingent basis. VHM
15 has not received any hourly fees for its work on this case and, had Ms. Nielsen's case
16 been dismissed, or if she loses at trial, VHM will be paid nothing.

17 32. Throughout the litigation, Disney vigorously denied all of the claims and
18 contentions alleged by Plaintiff. Disney was ably represented by sophisticated
19 counsel who were able to marshal significant resources in defense of the claims. For
20 a firm that consists of only six full-time attorneys, the resources committed to this
21 case by VHM on a contingent basis have been substantial. Like all firms (large or
22 small) that take on contingency matters, Ventura Hersey agreed to represent Plaintiff
23 in this matter with the hope and understanding that, if our efforts bore fruit in the form
24 of a recovery for Ms. Nielsen and the proposed class, we would be compensated for
25 our work and our investment. At the same time, VHM understood that, if our efforts
26 were not successful, we would be paid nothing and our out-of-pocket costs would not
27 be reimbursed. This case involved a substantial amount of risk. VHM is a small firm
28

1 that devoted material resources to this case. Given the number of hours we devoted
2 to this case over the past two years, we have turned down other work.

3 33. Since this action's inception, my firm has conducted the following
4 activities for the common benefit of Plaintiff and the Settlement Class: investigating
5 the facts and claims; responding to Disney's motions to dismiss; amending the
6 complaint; issuing discovery requests; reviewing and analyzing Disney's responses
7 to Plaintiff's discovery requests, including significant document production;
8 responding to written discovery requests to Plaintiff; preparing for and taking multiple
9 depositions of Disney's representatives; working with Plaintiff's expert regarding the
10 expert's report; drafting Plaintiff's Motion to Class Certification; responding to
11 Disney's motions to strike; preparing for and attending mediation; negotiating a
12 complex Settlement Agreement; soliciting bids for and investigating potential notice
13 and claims administrators and their respective plans; moving for and successfully
14 obtaining preliminary approval; preparing for and attending the hearing on Plaintiffs'
15 motion for preliminary approval; working in concert with the Settlement
16 Administrator; monitoring the notice and claims administration; answering questions
17 from potential Class Members regarding the claims process; and preparing the
18 concurrently-filed motion for attorneys' fees.

19 34. Additional time will be spent to respond to any objections, to prepare for
20 and attend the fairness hearing and obtain final approval, to defend any appeals taken
21 from the final judgment approving settlement if such appeals are taken, to respond to
22 inquiries from Settlement Class Members about the case and the Settlement, and
23 ensure that the distribution of settlement proceeds to Class Members is done in a
24 timely manner in accordance with the terms of the Settlement. I assert that the
25 attorneys' fees sought in the motion for attorneys' fee are reasonable and that Class
26 Counsel seek fair and reasonable compensation for undertaking this case on a
27 contingency basis, and for obtaining the relief for Plaintiff and the Settlement Class.

28

1 Throughout this action, we have been challenged by highly experienced and skilled
2 counsel who deployed substantial resources on Defendant’s behalf.

3 35. Settlement Class Counsel has requested attorneys’ fees as a percentage
4 of the common fund generated by the Settlement Agreement. I am, nonetheless,
5 providing the Court with my firm’s summary time and lodestar incurred in this
6 litigation. Most of the work that VHM performs is charged to our clients at our hourly
7 rates. My current hourly rate is \$600 per hour. My partner, Anthony Ventura, also
8 has a current hourly rate of \$600 per hour. Our clients pay our hourly rates. I believe
9 that our hourly rates are fair and reasonable given the nature and complexity of the
10 litigation that we handle and our experience level. I attend seminars and have frequent
11 contact with other members of the legal community who perform legal work in
12 California. Based on information I receive from these sources, I believe that our
13 hourly billable rates are well within the customary rates charged by other experienced
14 litigators in California. In addition, our firm’s hourly rates were recently approved in
15 a case litigated in California’s Northern District. *See, e.g., Beryl v. Navient*
16 *Corporation, et. al.*, No. 20-cv-059020-LB (N.D. Cal.), ECF No. 127, pp. 2-3.

17 36. To date, VHM professionals have worked a total of 868.4 hours on this
18 case, which represents \$485,620.00 worth of time at our firm’s regular rates. The
19 time spent by each of the three timekeepers that performed work for this case, along
20 with their respective billable rates, is set out below:

21

Timekeeper	Role	Hours	Rate	Total
Daniel Muller	Attorney	687.25	\$600	\$412,350.00
Anthony Ventura	Attorney	92.6	\$600	\$55,560.00
Dalton Gary	Paralegal	88.55	\$200	\$17,710.00
Totals		868.4		\$485,620.00

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27 37. Co-Settlement Class Counsel, Cafferty Clobes, has also provided the
28 Court with a summary of its time, lodestar, and costs incurred in this litigation. *See*

1 *Declaration of Nickolas J. Hagman In Support of Plaintiff's Motion For Attorneys'*
 2 *Fees, Costs, and a Service Award*, attached hereto as **Exhibit 4**. To date, Cafferty
 3 Clobes' professionals have worked a total of 1,566.8 hours on this case, which
 4 represents \$1,090,930.00 worth of time charges at our firm's regular rates. Their time
 5 is as follows:

Timekeeper	Role	Hours	Rate	Total
Bryan L. Clobes	Partner	285.3	1100.00	\$313,830.00
Jennifer W. Sprengel	Partner	2.6	1100.00	\$2,860.00
Nyran Rose Rasche	Partner	3.1	1025.00	\$3,177.50
Daniel O. Herrera	Partner	3.1	900.00	\$2,790.00
Nickolas J. Hagman	Partner	606.8	700.00	\$424,760.00
Olivia Lawless	Associate	291.9	525.00	\$153,247.50
Alexander J. Sweatman	Associate	223.2	550.00	\$122,760.00
Paige L. Smith	Associate	62.6	550.00	\$34,430.00
Sharon Nyland	Paralegal	3.4	375.00	\$1,275.00
Kathy Hollenstine	Paralegal	47.8	375.00	\$17,925.00
Kelly McDonald	Paralegal	37	375.00	\$13,875.00
Total		1,566.8		\$1,090,930.00

21 Hagman Decl. ¶ 14.

22 38. The foregoing time was kept contemporaneously as the work was
 23 performed. At the request of the Court, VHM and Cafferty Clobes can and will
 24 produce detailed times records supporting the time set out above.

25 39. Settlement Class Counsel seeks a total of **\$191,937.71** to reimburse them
 26 for costs incurred in the litigation. The costs were divided between the two law firms
 27 representing Ms. Nielsen and the Settlement Class. VHM has advanced costs in
 28 connection with this case in the amount of \$94,716.45. The costs are as follows:

Category	Amount
Filing / Service Fees	\$2,772.18
Travel / Lodging	\$4,621.20
Document Discovery Platform	\$7,423.19
Depositions / Transcripts	\$3,513.72
Expert Fees	\$64,923.66
Mediation Fees	\$11,462.50
Total	\$94,716.45

40. Cafferty Clobes has advanced costs in connection with this case in the amount of \$97,221.26. The costs are as follows:

Category	Amount
Filing / Service Fees	\$20.00
Travel / Lodging	\$4,959.79
Document Reproduction	\$189.50
Computer Research	\$4,938.70
Depositions / Transcripts	\$4,915.93
Expert Fees	\$70,734.84
Mediation Fees	\$11,462.50
Total	\$97,221.26

Hagman Decl. ¶ 15.

41. Settlement Class Counsel firms coordinated their efforts to ensure the case was prosecuted efficiently. Counsel at each firm participated in regular calls to ensure all tasks were assigned and executed.

42. Plaintiff Jenale Nielsen made vital contributions to our litigation efforts. Specifically, she searched for and produced documents, answered interrogatories, prepared for, and traveled to, and sat for a deposition, and has been in frequent contact with me and my firm in order to keep apprised of the status of proceedings. She

1 informed important decision making. I believe that Plaintiff should receive a service
2 award for her efforts and I support her request that the Court award her Five Thousand
3 Dollars (\$5,000) in recognition of the time, effort, and expense she incurred pursuing
4 claims that benefited the Settlement Class. Ms. Nielsen has signed a declaration
5 which describes her work on this matter. A true and correct copy of Ms. Nielsen's
6 declaration is attached hereto as **Exhibit 5**.

7 I declare under penalty of perjury under the laws of the United States of
8 America that the foregoing is true and correct and that this declaration was executed
9 on December 28, 2023.

10 *s/ Daniel J. Muller*

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Exhibit 1

CLASS ACTION SETTLEMENT AGREEMENT

This Agreement (“Agreement” or “Settlement Agreement”) is entered into by and among (1) Plaintiff Jenale Nielsen; (2) the Settlement Class (defined below); and (3) Defendant Walt Disney Parks and Resorts U.S., Inc. (“Defendant” or “WDPR”). Ms. Nielsen and the Settlement Class are collectively referred to as “Plaintiffs” unless otherwise noted. Plaintiffs and WDPR are collectively referred to as the “Parties.” This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (defined below), upon and subject to the terms and conditions of this Agreement, and subject to the final approval of the Court.

RECITALS

A. On November 9, 2021, Ms. Nielsen filed a putative class action complaint captioned *Jenale Nielsen v. Walt Disney Parks and Resorts U.S., Inc.*, Case No. 30-2021-01230857-CU-BT-CXC, in the Superior Court of California in the County of Orange.

B. In the complaint, Ms. Nielsen alleged that she purchased a Dream Key Pass, a Magic Key available through WDPR’s Magic Key pass program, that allowed her to make reservations to Disneyland Resort theme parks with “no blackout dates,” but that she was unable to make reservations for certain dates in November 2021. *See, e.g.*, Compl. ¶¶ 7-13. The complaint asserted, on behalf of a putative class, claims for breach of contract, negligent misrepresentation, concealment/nondisclosure, and violations of the California Consumer Legal Remedies Act (Cal. Civ. Code § 1750, *et seq.*), California False Advertising Law (Cal. Civ. Code § 17500, *et seq.*), and California Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq.*). *Id.* ¶¶ 29-82. Ms. Nielsen sought damages, attorneys’ fees and costs, and equitable relief. *Id.* at 16. Ms. Nielsen served WDPR with the complaint and summons on November 15, 2021.

C. On December 15, 2021, WDPR removed the complaint to the United States District Court for the Central District of California. The case was captioned *Jenale Nielsen v. Walt Disney Parks and Resorts U.S., Inc.*, No. 8:21-cv-02055-DOC-ADS, and was assigned to Hon. David O. Carter.

D. WDPR moved to dismiss the complaint on January 21, 2022. Dkt. 20.

E. Ms. Nielsen filed an amended complaint on February 4, 2022. Dkt. 23.

F. WDPR moved to dismiss the amended complaint on March 4, 2022. Dkt. 27. By order dated April 6, 2022, the Court granted the motion to dismiss in part and denied the motion to dismiss in part. Dkt. 35.

G. Ms. Nielsen filed a second amended complaint on May 10, 2022. Dkt. 41. That complaint, which is the operative pleading, alleges the same and additional facts to those set forth in the amended complaint, and asserts claims for breach of contract and violation of the California Consumer Legal Remedies Act (Cal. Civ. Code § 1750, *et seq.*), on behalf of a class of consumers who purchased Dream Key passes.

H. WDPR answered the second amended complaint on May 20, 2022 (Dkt. 42), and the Parties began discovery.

I. During discovery, the Parties agreed to mediate the case before the Honorable Suzanne Segal (ret.) of Signature Resolutions. The Parties participated in a full-day mediation on September 19, 2022, but were unable to reach agreement.

J. Discovery continued. The Parties exchanged extensive written and document discovery, took depositions of multiple party witnesses, exchanged expert disclosures, and took depositions of experts tendered by each Party.

K. Ms. Nielsen moved for class certification on April 24, 2023. Dkt. 61. WDPR opposed the motion (Dkt. 70), and simultaneously moved to exclude both Ms. Nielsen's damages

theory and expert testimony (Dkt. 67). Ms. Nielsen replied in support of her motion for class certification (Dkt. 75), submitting with that reply a sur-rebuttal declaration from her expert. Ms. Nielsen also opposed WDPR's motion to exclude her damages theory and expert testimony (Dkt. 72). WDPR filed its reply in support of its motion to exclude (Dkt. 82), and also moved to exclude Ms. Nielsen's expert's rebuttal declaration (Dkt. 83).

L. Ms. Nielsen's motion to certify the class and WDPR's motion to exclude Ms. Nielsen's damages theory and expert report were set for a hearing on July 28, 2023. WDPR's motion to exclude Ms. Nielsen's expert's rebuttal declaration was set for a hearing on August 14, 2023.

M. The Parties agreed to mediate the case with the Honorable Jay Gandhi (ret.) of JAMS.

N. On July 19, 2023, the Parties participated in a full-day mediation with Judge Gandhi, reaching agreement in principle on a class action settlement.

O. WDPR has at all times denied and continues to deny any wrongdoing whatsoever and has denied and continues to deny that it committed, or threatened or attempted to commit, any wrongful act or violation of law or duty alleged in the Action (defined below). WDPR believes that it would have prevailed at class certification, summary judgment, and/or trial. Nonetheless, taking into account the uncertainty and risks inherent in any litigation and the desire to avoid the expenditure of further legal fees and costs, WDPR has concluded it is desirable and beneficial that the Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement. This Agreement is a compromise, and the Agreement, any related documents, and any negotiations resulting in it shall not be construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing on the part of WDPR or any of the Released Parties (defined below), with respect to

any claim of any fault or liability or wrongdoing or damage whatsoever or with respect to the certifiability of a litigation class.

P. Plaintiffs believe that the claims asserted in the Action against WDPR have merit and that they would have prevailed at class certification, summary judgment, and/or trial. Nonetheless, Plaintiffs and Class Counsel recognize that WDPR has raised factual and legal defenses that present a risk that Plaintiffs may not prevail. Plaintiffs and Class Counsel also recognize the expense and delay associated with continued prosecution of the Action through class certification, summary judgment, trial, and any subsequent appeals. Plaintiffs and Class Counsel also have taken into account the uncertain outcome and risks of litigation, especially in complex class actions, as well as the difficulties inherent in such litigation. Therefore, Plaintiffs believe it is desirable that the Released Claims (defined below) be fully and finally compromised, settled, and resolved with prejudice. Based on its evaluation, Class Counsel has concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to settle the claims raised in the Action pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiff, the Settlement Class, and WDPR, by and through its undersigned counsel that, subject to final approval of the Court after a hearing or hearings as provided for in this Settlement Agreement, in consideration of the benefits flowing to the Parties from the Agreement set forth herein, that the Action and the Released Claims shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement.

AGREEMENT

1. DEFINITIONS.

As used in this Settlement Agreement, the following terms have the meanings specified below:

1.1 “Action” means *Jenale Nielsen v. Walt Disney Parks and Resorts U.S., Inc.*, No. 8:21-cv-02055-DOC-ADS, pending in the United States District Court for the Central District of California.

1.2 “Address Update Form” means the form by which Settlement Class Members shall update their mail or email address to receive payment. The Address Update Form will be available on the Settlement Website, accessible electronically only by use of the Settlement Class Member’s PIN described in Paragraph 4.1 together with the Settlement Class Member’s last name and zip code, and will be substantially in the form of Exhibit A hereto. A hard copy Address Update Form may be obtained from the Settlement Administrator. Settlement Class Members must submit an Address Update Form no later than sixty (60) days after the Notice Date. In the event a Settlement Class Member does not submit an Address Update Form, and has not submitted a Claim Form, the Settlement Class Member will receive a Cash Award via the process outlined in Paragraph 2.3 below.

1.3 “Alternate Judgment” means a form of final judgment that may be entered by the Court herein but in a form other than the form of Judgment provided for in this Agreement and where none of the Parties elects to terminate this Settlement by reason of such variance.

1.4 “Cash Award” means the equal cash compensation, payable by the Settlement Administrator from the Settlement Fund, that each Person in the Settlement Class who has not opted-out of the Settlement, shall be entitled to receive as calculated from the Net Settlement Fund.

1.5 “Class Counsel” means Ventura Hersey and Muller LLP and Cafferty Clobes Meriwether and Sprengel LLP.

1.6 “Class Representative” means the named Plaintiff in this Action, Jenale Nielsen.

1.7 “Court” means the United States District Court for the Central District of California, the Honorable David O. Carter presiding, or any judge who shall succeed him as the Judge in this Action.

1.8 “Cy Pres Designee” shall receive those funds represented by the Cash Award and/or the Supplemental Cash Award, if applicable, that are returned as undeliverable or remaining un-cashed for more than ninety (90) calendar days after the issuance, less the Settlement Administrator’s costs for administering the Supplemental Cash Award. The identity of the Cy Pres Designee shall be mutually agreed upon by the Parties and submitted to the Court in a subsequent filing. The Settlement Administrator shall pay any such funds to the Cy Pres Designee within one-hundred eighty (180) days after the issuance of the Supplemental Cash Awards, if Supplemental Cash Awards are issued.

1.9 “Defendant” means Walt Disney Parks and Resorts U.S., Inc.

1.10 “Defendant’s Counsel” means Wilmer Cutler Pickering Hale and Dorr LLP.

1.11 “Disneyland Resort” means Disneyland Park and Disney California Adventure.

1.12 “Dream Key” means the Dream Key pass sold as part of the Disneyland Resort Magic Key Pass program from August 25, 2021 through October 25, 2021. The term “Dream Key” refers to the pass and all of its associated rights, privileges, entitlements, and benefits.

1.13 “Effective Date” means the date ten (10) days after which all of the events and conditions specified in Paragraphs 1.16 and 9.1 have been met and have occurred.

1.14 “Escrow Account” means the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to all Parties at a depository

institution insured by the Federal Deposit Insurance Corporation. The Settlement Fund shall be deposited by WDPR into the Escrow Account in accordance with the terms of this Agreement and the money in the Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (i) demand deposit accounts and/or (ii) time deposit accounts and certificates of deposit, in either case with maturities of forty-five (45) days or less. The costs of establishing and maintaining the Escrow Account shall be paid from the Settlement Fund.

1.15 “Fee Award” means the amount of attorneys’ fees and reimbursement of expenses awarded by the Court to Class Counsel, which will be paid out of the Settlement Fund.

1.16 “Final” means one business day following the latest of the following events: (i) the date upon which the time expires for filing or noticing any appeal of the Court’s Final Judgment approving the Settlement Agreement; (ii) if there is an appeal or appeals, the date of completion, in a manner that finally affirms and leaves in place the Final Judgment without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari.

1.17 “Final Approval Hearing” means the hearing before the Court where the Parties will request the Final Judgment to be entered by the Court approving the Settlement Agreement, the Fee Award, and the service awards to the Class Representatives.

1.18 “Final Judgment” means the Final Judgment and Order to be entered by the Court approving the Agreement after the Final Approval Hearing.

1.19 “Notice” means the notice of this proposed Class Action Settlement Agreement and Final Approval Hearing, which is to be made to Persons who may be members of the

Settlement Class substantially in the manner set forth in this Agreement as described in Paragraphs 4.1(b), 4.1(c) and 4.1(d) below, which is approved by the Court and consistent with the requirements of Due Process, Rule 23, and is substantially in the form of Exhibits B, C, and D hereto.

1.20 “Notice Date” means the date by which the Email Notice set forth in Paragraph 4.1(b) is complete, which shall be no later than thirty (30) days after Preliminary Approval.

1.21 “Objection/Exclusion Deadline” means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a Person within the Settlement Class must be made, which shall be designated as a date stated in the Notice and no earlier than sixty (60) days after the Notice Date, or such other date as ordered by the Court. Class Counsel shall file papers supporting the requested Fee Award with the Court and posted to the settlement website listed in Paragraph 4.1(d) no later than fourteen (14) days before the Objection/Exclusion Deadline.

1.22 “Opt-Out” means a Settlement Class Member (i) who timely submits a properly completed and executed request for exclusion; and (ii) who does not rescind that request for exclusion before the end of the Opt-Out Period. To opt out, a Settlement Class Member must deliver to the Settlement Administrator a fully complete and properly executed written request for exclusion, under Paragraph 4.5 of this Settlement Agreement, that is postmarked or submitted through the settlement website before the Objection/Exclusion Deadline.

1.23 “Person” shall mean, without limitation, any individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors,

successors, representatives, or assigns. “Person” is not intended to include any governmental agencies or governmental actors, including, without limitation, any state Attorney General office.

1.24 “Plaintiffs” means Jenale Nielsen and the Settlement Class Members.

1.25 “Preliminary Approval” means the Court’s preliminary approval of this Settlement Agreement, and approval of the form and manner of the Notice.

1.26 “Preliminary Approval Order” means the Order preliminarily approving the Settlement Agreement and directing notice thereof to Persons who may be in the Settlement Class. A proposed order will be agreed upon by the Parties and submitted to the Court in conjunction with Plaintiffs’ motion for preliminary approval of the Agreement.

1.27 “Released Claims” means any and all causes of action, suits, claims, liens, demands, judgments, costs, damages, obligations, and all other legal responsibilities in any form or nature against the Released Parties, including but not limited to, all claims relating to or arising out of any state, local, or federal statute, ordinance, regulation, or claim at common law or in equity, whether past, present, or future, known or unknown, asserted or unasserted, arising out of or in any way allegedly related to the Dream Key, including but not limited to the marketing, purchase, performance, and execution of the Dream Key program and any visits to the Disneyland Resort using the Dream Key, and including but not limited to all claims that were brought or could have been brought in the Action. Released Claims shall not include the right of any Settlement Class Member or any of the Releasing Parties to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.28 “Released Parties” means Walt Disney Parks and Resorts U.S., Inc. (WDPR), as well as any and all of WDPR’s current, former, and future predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants,

independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, limited liability companies, partnerships, and corporations. Each of the Released Parties is a “Released Party.”

1.29 “Releasing Parties” means Ms. Nielsen and Settlement Class Members, and all of their respective present or past heirs, executors, family members, lenders, funders, payors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, limited liability companies, partnerships and corporations.

1.30 “Service Award” means such amounts as may be awarded by the Court to Ms. Nielsen for her service as the Class Representative.

1.31 “Settlement Administration Expenses” means all fees charged by the Settlement Administrator and expenses incurred by the Settlement Administrator in connection with its administration of this Settlement, including but not limited to fees and expenses incurred in providing Notice, responding to inquiries from members of the Settlement Class, ascertaining amounts of and paying Cash Awards from the Settlement Fund, handling any unclaimed funds, and related services, paying taxes and tax expenses related to the Settlement Fund (including all federal, state or local taxes of any kind and interest or penalties thereon, as well as expenses incurred in connection with determining the amount of and paying any taxes owed and expenses related to any tax attorneys and accountants).

1.32 “Settlement Administrator” means Epic Systems, Inc., or such other reputable administration company that has been selected jointly by the Parties and approved by the Court to perform the duties set forth in this Agreement, including but not limited to serving as Escrow Agent for the Settlement Fund, overseeing the distribution and publication of Notice, handing all approved payments out of the Settlement Fund, and handling the determination, payment and filing of forms related to all federal, state and/or local taxes of any kind (including any interest or penalties thereon) that may be owed on any income earned by the Settlement Fund.

1.33 “Settlement Class” means all purchasers of the Dream Key. Excluded from the Settlement Class are (1) any Judge or Magistrate Judge presiding over this Action and members of their families; (2) Defendant; (3) Persons who properly execute and file a timely request for exclusion from the class; and (4) the legal representatives, successors, or assigns of any such excluded persons.

1.34 “Settlement Class Member” means a Person who falls within the definition of the Settlement Class as set forth above and who has not been excluded from the Settlement Class.

1.35 “Settlement Fund” means the non-reversionary fund that shall be established by or on behalf of WDPR in the total amount of nine million five hundred thousand dollars (\$9,500,000.00 USD) to be deposited into the Escrow Account, according to the schedule set forth herein, plus all interest earned thereon. From the Settlement Fund, the Settlement Administrator shall pay all Cash Awards to Settlement Class Members, Settlement Administration Expenses, any service awards to the Class Representative, any Fee Award to Class Counsel, and any other costs, fees, or expenses approved by the Court. The **“Net Settlement Fund”** is the amount remaining in the Settlement Fund after payment of a Fee Award to Class Counsel, Settlement Administration Expenses (including an allowance for

anticipated fees and expenses to be incurred after issuance of Cash Awards), any service award to the Class Representative, and any other costs, fees, or expenses approved by the Court. The Settlement Fund shall be kept in the Escrow Account with permissions granted to the Settlement Administrator to access said funds until such time as the listed payments are made. The Settlement Fund includes all interest that shall accrue on the sums deposited in the Escrow Account. The Settlement Administrator shall be responsible for all tax filings with respect to any earnings on the Settlement Fund and the payment of all taxes that may be due on such earnings. The Settlement Fund represents the total extent of WDPR's monetary obligations under this Agreement. The payment of the sums into the Settlement Fund by WDPR fully discharges all of WDPR's and the other Released Parties' monetary obligations (if any) in connection with the Settlement, meaning that no Released Party shall have any other obligation to make any payment into the Escrow Account or to any Class Member, or any other Person, under this Agreement. In no event shall WDPR's total monetary obligation with respect to this Agreement exceed nine million five hundred thousand dollars (\$9,500,000.00 USD), and in no event shall the Settlement Fund or any portion thereof revert to WDPR.

1.36 “Supplemental Cash Award” means a second payment sent to certain Settlement Class Members, structured as follows: Those funds represented by the Cash Award checks that are returned as undeliverable or remain un-cashed for more than ninety (90) days after their issuance will return to the Settlement Fund. Settlement Class Members who cashed their initial Cash Award checks and Settlement Class Members who opted to receive the Cash Award electronically, shall then receive a second payment in an amount equal to the funds represented by the un-cashed initial Cash Award, less the Settlement Administrator's costs for administering the Supplemental Cash Award, divided equally among the total number of Settlement Class Members who cashed their initial Cash Award or received their Cash Award

electronically, provided that the amount is sufficient to permit a Supplemental Cash Award payment of at least \$10 per Settlement Class Member. The Notice shall inform Settlement Class Members of their potential eligibility to receive a Supplemental Cash Award.

1.37 “Unknown Claims” means claims that could have been raised in the Action and that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him or her, might affect his or her agreement to release the Released Parties or the Released Claims or might affect his or her decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of § 1542 of the California Civil Code, which provides as follows:

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.

Upon the Effective Date, the Releasing Parties also shall be deemed to have, and shall have, 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, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to § 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Paragraph.

2. SETTLEMENT RELIEF.

2.1 WDPR shall pay or cause to be paid into the Escrow Account the amount of the Settlement Fund (\$9,500,000.00), specified in Paragraph 1.35 of this Agreement, less any

amounts previously invoiced and paid by WDPR to the Settlement Administrator for work in accordance with Paragraphs 5.1 and 5.3, within seven (7) business days after the Effective Date.

2.2 Each Settlement Class Member will receive a Cash Award from the Net Settlement Fund. A Settlement Class Member does not need to submit a Claim Form in order to receive payment. The Cash Award for each Settlement Class Member will be calculated by dividing the Net Settlement Fund by the number of Persons in the Settlement Class, as determined by the Settlement Administrator based on the Potential Class List to be provided by WDPR, and excluding Settlement Class Members who submit a valid request for exclusion.

2.3 Payments to Settlement Class Members. The Settlement Administrator will send emails to Settlement Class Members whose email address are available in the Class List providing them an opportunity to select from multiple digital payment options, such as Venmo, Paypal or Automated Clearing House (“ACH”) transfer, or Settlement Class members can choose to receive a payment by check. If no email is available, the email sent is undeliverable, or Settlement Class Members do not make a selection, payment will be made by check to their last known mailing address. Settlement Class members may update their email or mail addresses by visiting the Settlement website to provide their updated information by completing an Address Update Form. The Notice will inform Settlement Class Members of the ability to receive a Cash Award by Check or by electronic means, such as Venmo, PayPal, or ACH transfer.

2.4 Address Update Forms must be timely submitted by the Claim Deadline to be considered.

2.5 Payments to Settlement Class Members shall be made by the Settlement Administrator within sixty (60) days after the Effective Date.

2.6 All Cash Awards issued to Settlement Class Members via check will state on the face of the check that it will expire and become null and void unless cashed within ninety (90) days after the date of issuance. To the extent that a check issued to a Settlement Class Member is returned to the Settlement Administrator as undeliverable or not cashed within ninety (90) days after the date of issuance, or to the extent there are any remaining funds in the Net Settlement Fund after distribution of all Cash Awards and Settlement Administration Expenses, such funds shall be paid by the Settlement Administrator within thirty (30) days after the ninety (90) day period has expired, as a Supplemental Cash Award, provided that the amount is sufficient to permit a Supplemental Cash Award of at least \$10 per Settlement Class Member; otherwise the funds will be tendered to the Cy Pres Designee. Supplemental Cash Awards will be negotiable for ninety (90) days. Those funds represented by the Supplemental Cash Award that are returned as undeliverable or remain un-cashed after ninety (90) days after the date of issuance will return to the Settlement Fund and be distributed by the Settlement Administrator to the Cy Pres Designee.

2.7 All Settlement Class Members who fail to timely deposit or cash the Cash Award within the time frames set forth herein, or such other period as may be ordered by the Court or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the Settlement Agreement but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein, and the Judgment.

3. RELEASE.

3.1 The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Action and any and all Released Claims, as against all Released Parties.

3.2 Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them.

4. NOTICE TO THE CLASS.

4.1 The Notice Plan shall consist of the following:

(a) *List of Potential Settlement Class Members.* No later than fourteen (14) days from the execution of this Settlement Agreement, WDPR shall use reasonable efforts to produce an electronic list from its records that includes the names, postal addresses, and email addresses associated with the Dream Key passes of Settlement Class Members to the extent available. These records shall be called the “Potential Class List,” and shall be provided to the Settlement Administrator for the purpose of giving notice to the potential Settlement Class Members and for calculating the Cash Awards to Settlement Class Members and shall not be used for any other purpose. For purposes of identifying and communicating with individual Settlement Class Members, the Settlement Administrator shall assign each person on the Potential Class List a personal identification number.

(b) *Direct Notice via Email.* No later than thirty (30) days from entry of the Preliminary Approval Order, the Settlement Administrator shall send Notice via email substantially in the form attached as Exhibit C to all potential Settlement Class Members for whom a valid email address is included in the Potential Class List. In the event transmission of email notice results in any “bounce-backs,” the Settlement Administrator shall, if possible, correct any issues that may have caused the “bounce-back” to occur and make a second attempt to re-send the email notice.

(c) *Direct Notice via U.S. Mail.* Fourteen (14) days following the issuance of Email Notice to Settlement Class Members as described in Paragraph 4.1(b), above, the

Settlement Administrator shall send notice substantially in the form attached as Exhibit B via First Class U.S. Mail to the address associated with the Dream Key pass of all potential Settlement Class Members for whom WDPR was unable to provide an email address, or for whom the email notice “bounced back” and the Settlement Administrator was unable to successfully re-send the email, as described in Paragraph 4.1(b), above.

(d) *Settlement Website.* No later than thirty (30) days from entry of the Preliminary Approval Order, Notice shall be provided on a website at an available settlement URL (such as, for example, www.dreamkeysettlement.com) which shall be obtained, administered and maintained by the Settlement Administrator and shall provide Settlement Class Members with the ability to submit Address Update Forms. Copies of this Settlement Agreement, the long-form Notice, the operative complaint, the motions for preliminary and final approval and other pertinent documents and Court filings and orders pertaining to the Settlement (including the motion for attorneys’ fees upon its filing), shall be provided on the Settlement Website. The Notice provided on the Settlement Website shall be substantially in the form of Exhibit D hereto. The Settlement Administrator shall also make available on the Settlement Website the long-form Notice in Spanish.

(e) *Additional Notice.* If the Notice Plan described in the preceding Paragraphs 4.1(b) and 4.1(c) does not achieve a minimum level of 75% reach, or is not approved by the Court as complying with all Due Process requirements, the Parties, in conjunction with the Settlement Administrator, shall develop and seek approval by the Court of such supplemental notice as is necessary to achieve a minimum level of 75% reach or satisfy the Court that all Due Process requirements are satisfied. Such additional notice, if necessary, shall be funded from the Settlement Fund with no additional financial contribution by WDPR.

(f) *CAFA Notice.* Pursuant to 28 U.S.C. § 1715, not later than ten (10) days after the Agreement is filed with the Court, the Settlement Administrator, on behalf of WDPR, shall cause to be served upon the Attorneys General of each U.S. State or territory in which, based on a preliminary Potential Class List, Settlement Class members reside, and the Attorney General of the United States, notice of the proposed settlement as required by law.

4.2 The Notice shall advise the Settlement Class of their rights, including the right to be excluded from, comment upon, and/or object to the Settlement Agreement or any of its terms. The Notice shall specify that any objection to the Settlement Agreement, and any papers submitted in support of said objection, shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the Person making the objection files notice of an intention to do so and at the same time (a) files copies of such papers he or she proposes to be submitted at the Final Approval Hearing with the Clerk of the Court, or alternatively, if the objection is from a Class Member represented by counsel, files any objection through the Court's CM/ECF system, and (b) sends copies of such papers by mail, hand, or overnight delivery service (or by operation of the Court's CM/ECF system) to Class Counsel and Defendant's Counsel.

4.3 Any Settlement Class Member who intends to object to this Agreement must file the objection with the Court, which must be personally signed by the objector, and must include: (1) the objector's name, address and telephone number; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); and (5) a statement indicating

whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules). Settlement Class Members who file objections are still entitled to receive benefits under the Settlement and are bound by the Settlement if it is approved. Any Settlement Class Member who fails to comply with the requirements for objecting in this Paragraph shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action. Any Settlement Class Member who fails to object in this manner will be deemed to have waived any objections.

4.4 If a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption and amount of payment received.

4.5 A Person in the Settlement Class may request to be excluded from the Settlement Class by sending a written request postmarked on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice. To exercise the right to be excluded, a Person in the Settlement Class must timely send a written request for exclusion to the Settlement Administrator providing (a) his/her name, address and telephone number; (b) contain the Settlement Class Member's personal and original signature or the original signature of a Person authorized by law to act on the Settlement Class Member's behalf with respect to a claim or right such as those asserted in the Action, such as a trustee, guardian, or Person acting under a power of attorney; (c) the name and number of the case (*Jenale Nielsen v. Walt Disney Parks and Resorts U.S., Inc.*, No. 8:21-cv-02055-DOC-ADS); and (d) a statement that he or she

unequivocally wishes to be excluded from the Settlement Class for purposes of this Settlement. A request to be excluded that does not include all of this information, or that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid, and the Person(s) serving such a request shall be a member(s) of the Settlement Class and shall be bound as a Settlement Class Member by this Agreement, if approved. Any member of the Settlement Class who validly elects to be excluded from this Agreement shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement. The request for exclusion must be personally signed by each Person requesting exclusion. So-called “mass” or “class” opt-outs shall not be allowed. To be valid, a request for exclusion must be postmarked or received by the date specified in the Notice. A Class Member is not entitled to submit both a request for exclusion and an objection. If a Class Member submits both a request for exclusion and an objection, the Settlement Administrator will send a letter (and email if email address is available) explaining that the Class Member may not make both of these requests, and asking the Class Member to make a final decision as to whether to opt-out or object and inform the Settlement Administrator of that decision within 10 days from when the letter from the Settlement Administrator is postmarked. If the Class Member does not respond to that communication by letter postmarked or email sent within 10 days after the Settlement Administrator’s letter was postmarked (or by the objection deadline, whichever is later), the Class Member will be treated as having opted out of the Class, and the objection will not be considered, subject to the Court’s discretion. A Person who submits a request for exclusion may rescind the request for exclusion by sending a written statement to the Settlement Administrator before the end of the Opt-Out Period stating that the Person rescinds their request to be excluded. A list of Persons in the Settlement Class who have

opted out shall be provided to and approved by the Court in connection with the motion for final approval of the Settlement.

4.6 The Final Approval Hearing shall be no earlier than ninety (90) days after the Notice Date.

4.7 Any Settlement Class Member who does not, in accordance with the terms and conditions of this Agreement, seek exclusion from the Settlement Class will be bound by all of the terms of this Agreement, including the terms of the Final Judgment to be entered in the Action and the Releases provided for in the Agreement, and will be barred from bringing any action against any of the Released Parties concerning the Released Claims.

5. SETTLEMENT ADMINISTRATION.

5.1 The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with regular reports at weekly intervals containing information concerning Notice, administration, and implementation of the Settlement Agreement. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a report of all amounts from the Settlement Fund paid to Settlement Class Members. Without limiting the foregoing, the Settlement Administrator shall:

(a) Provide Class Counsel and Defendant's Counsel with drafts of all administration related documents, including but not limited to notices to attorneys general, class notices or communications with Settlement Class Members, telephone scripts, website postings or language or other communications with the Settlement Class, at least five (5) days before the Settlement Administrator is required to or intends to publish or use such communications, unless Class Counsel and Defendant's Counsel agree to waive this requirement in writing on a case by case basis; and

(b) Receive objections and requests to be excluded from the Settlement Class and other requests and promptly provide to Class Counsel and Defendant's Counsel copies thereof. If the Settlement Administrator receives any objections, exclusion forms or other requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel.

5.2 In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from Class Counsel or any Settlement Class Member.

5.3 At least twenty-eight (28) days before the Final Approval hearing, the Settlement Administrator shall provide to Class Counsel and Defendant's Counsel a declaration containing information concerning Notice, administration, and implementation of the Settlement Agreement, the number of Settlement Class Members who submitted a timely and valid opt-out request, and a summary of the work performed by the Settlement Administrator, including a report of all amounts from the Settlement Fund paid to Settlement Class Members.

5.4 WDPR, the Released Parties, and Defendant's Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Class Counsel, or the Settlement Administrator, or any of their respective

designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the allocation of Settlement Funds to Settlement Class Members or the implementation, administration, or interpretation thereof; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in value of, the Settlement Fund; or (vi) the payment or withholding of any taxes, tax expenses, or costs incurred in connection with the taxation of the Settlement Fund or the filing of any federal, state, or local returns.

5.5 The Parties agree that the Settlement Fund is intended to be a “Qualified Settlement Fund” within the meaning of Treasury Regulation Section 1.468B-1 and that the Settlement Administrator as administrator of the Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for filing tax returns for the Settlement Fund and paying from the Settlement Fund any taxes owed with respect to the Settlement Fund, without further order of the Court. In addition, Class Counsel shall timely make, or cause to be made, such elections as necessary or advisable to carry out the provisions of this Paragraph, including the “relation-back election” (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such election shall be made in compliance with the procedures and requirements contained in such regulations. Defendant, other Released Parties, and Defendant’s Counsel shall have no liability or responsibility of any sort for filing any tax returns or paying any taxes with respect to the Settlement Fund.

6. TERMINATION OF SETTLEMENT.

6.1 Subject to Paragraphs 9.2-9.3 below, WDPR or the Class Representative on behalf of the Settlement Class, shall have the right to terminate this Agreement by providing written notice of the election to do so (“Termination Notice”) to all other Parties hereto within

twenty-one (21) days of any of the following events: (i) the Court's refusal to grant Preliminary Approval of this Agreement in any material respect; (ii) the Court's refusal to grant final approval of this Agreement in any material respect; (iii) the Court's refusal to enter the Final Judgment in this Action in any material respect; (iv) the date upon which the Final Judgment is modified or reversed in any material respect by the Court of Appeals or the Supreme Court; or (v) the date upon which an Alternate Judgment, as defined in Paragraph 1.3 of this Agreement is modified or reversed in any material respect by the Court of Appeals or the Supreme Court.

6.2 In the event that more than 5% of the Settlement Class Members exercise their right to opt-out of the settlement, WDPR will have the right to declare the settlement void in its entirety upon notice to Class Counsel within ten (10) days of the Settlement Administrator providing a report showing that more than 5% of Settlement Class Members have opted-out of the settlement.

7. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER.

7.1 Within seven (7) days after the execution of this Settlement Agreement, Class Counsel shall submit this Agreement together with its Exhibits to the Court and shall move the Court for Preliminary Approval of the settlement set forth in this Agreement; certification of the Settlement Class for settlement purposes only; appointment of Class Counsel, the Class Representative, and the Settlement Administrator; and entry of a Preliminary Approval Order, which order shall set a Final Approval Hearing date and approve the Notice for dissemination substantially in the form of Exhibits B, C, D, and E hereto. The Preliminary Approval Order shall also authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to this Agreement) so long as they are consistent

in all material respects with the terms of the Settlement Agreement and do not limit or impair the rights of the Settlement Class or materially expand the obligations of Defendant.

7.2 At the time of the submission of this Agreement to the Court as described above, Class Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing and approve the settlement of the Action as set forth herein.

7.3 After Notice is given, the Parties shall request and seek to obtain from the Court a Final Judgment, which will (among other things):

(a) find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve the Agreement, including all exhibits thereto;

(b) certify the Settlement Class or reaffirm such certification if the Settlement Class was certified in the Preliminary Approval Order, and approve or reaffirm the appointment of Class Counsel, the Class Representatives and the Settlement Administrator;

(c) approve the Settlement Agreement and the proposed settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate the Agreement according to its terms and provisions; and declare the Agreement to be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and Releasing Parties;

(d) find that the Notice implemented pursuant to the Agreement (1) constitutes the best practicable notice under the circumstances; (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, their right to object to or exclude themselves from the proposed Agreement, and to appear at the Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and

sufficient notice to all persons entitled to receive notice; and (4) meets all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court;

(e) find that the Class Representatives and Class Counsel adequately represent the Settlement Class for purposes of entering into and implementing the Agreement;

(f) dismiss the Action (including all individual claims and Settlement Class Claims presented thereby) on the merits and with prejudice, without fees or costs to any party except as provided in the Settlement Agreement;

(g) incorporate the Release set forth above, make the Release effective as of the date of the Effective Date, and forever discharge the Released Parties as set forth herein;

(h) permanently bar and enjoin all Settlement Class Members who have not been properly excluded from the Settlement Class from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction based on the Released Claims;

(i) without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose; and

(j) incorporate any other provisions not materially inconsistent with this Settlement Agreement, as the Court deems necessary and just.

8. CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES; SERVICE AWARDS.

8.1 The amount of the Fee Award shall be determined by the Court based on a petition from Class Counsel. Class Counsel has agreed, with no consideration from Defendant,

to limit their request for attorneys' fees to no more than twenty-five percent (25%) of the Settlement Fund (*i.e.* \$2,375,000). Class Counsel may seek reimbursement of their reasonable costs and litigation expenses incurred. Payment of the Fee Award shall be made from the Settlement Fund and should the Court award less than the amount sought by Class Counsel, the difference in the amount sought and the amount ultimately awarded pursuant to this Paragraph shall remain in the Settlement Fund. The Parties agree that any award of attorneys' fees, costs and expenses are committed to the sole discretion of the Court within the limitations set forth in this Paragraph. If the Court chooses, in its sole discretion, to award attorneys' fees and costs and service awards that are lower than the amounts sought in the motion to be filed by Class Counsel, this Agreement shall remain fully enforceable. Class Counsel shall file any motion for attorneys' fees, costs and expenses and Class Representative service awards no later than fourteen (14) days before the deadline for objections to the Settlement, and a copy of the motion shall be placed on the Settlement Administrator's website.

8.2 The Fee Award shall be payable by the Settlement Administrator within fourteen (14) business days after the Effective Date. Payment of the Fee Award shall be made from the Settlement Fund by wire transfer to Class Counsel, in accordance with wire instructions to be provided by Class Counsel, and completion of necessary forms, including but not limited to W-9 forms. Upon payment of the attorneys' fees, costs and expenses as awarded by the Court, Class Counsel shall release and forever discharge the Released Parties from any claims, demands, actions, suits, causes of action, or other liabilities relating to any attorneys' fees, costs or expenses incurred in the Action. Class Counsel agree that any federal, state, municipal, or other taxes, contributions, or withholdings that may be owed or payable by them, or any tax liens that may be imposed, on the sums paid to them pursuant to this Paragraph are their sole and exclusive

responsibility, and any amount required to be withheld for tax purposes (if any) will be deducted from those payments.

8.3 The Class Representative shall request to be paid a service award in the amount of five thousand Dollars (\$5,000) from the Settlement Fund, in addition to any recovery pursuant to this Settlement Agreement and in recognition of her efforts on behalf of the Settlement Class, subject to Court approval. Should the Court award less than this amount, the difference in the amount sought and the amount ultimately awarded pursuant to this Paragraph shall remain in the Settlement Fund. Such award shall be paid from the Settlement Fund (in the form of a check to the Class Representatives that is sent care of Class Counsel), within fourteen (14) business days after the Effective Date. If the Court chooses, in its sole discretion, to make an award to the Class Representative that is lower than the amount sought in the motion to be filed by Class Counsel, or if the Court chooses to make no such award, this Agreement shall remain fully enforceable. In order to receive such payment, the Class Representative must provide, sufficiently in advance of the deadline for the Settlement Administrator to process such payment, a W-9 form and such other documentation as may reasonably be required by the Settlement Administrator. The Class Representative agrees that any federal, state, municipal, or other taxes, contributions, or withholdings that may be owed or payable by her, or any tax liens that may be imposed, on any sums paid to her pursuant to this Paragraph are her sole and exclusive responsibility, and any amount required to be withheld for tax purposes (if any) will be deducted from those payments.

9. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION.

9.1 The Effective Date of this Settlement Agreement shall not occur unless and until each of the following events occurs and shall be the date upon which the last (in time) of the following events occurs:

- (a) The Parties, Class Counsel, and WDPR have executed this Agreement;
- (b) The Court has entered the Preliminary Approval Order;
- (c) The Court has entered an order finally approving the Agreement,

following Notice to the Settlement Class and a Final Approval Hearing, as provided in the Federal Rules of Civil Procedure, and has entered the Final Judgment, or a judgment consistent with this Agreement in all material respects; and

(d) The Final Judgment has become Final, as defined above, or, in the event that the Court enters an Alternate Judgment, such Alternate Judgment becomes Final.

9.2 If some or all of the conditions specified in Paragraph 9.1 are not met, or in the event that this Agreement is not approved by the Court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Settlement Agreement shall be canceled and terminated subject to Paragraph 9.3 unless Class Counsel and Defendant's Counsel mutually agree in writing to proceed with this Agreement. If any Party is in material breach of the terms hereof, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to all of the Settling Parties, except that any attempted termination of this Agreement after the Preliminary Approval Order is entered will not take effect without an order of the Court, and this Agreement may not be terminated after the Final Judgment is entered without an order of the Court vacating the Final Judgment or an order of any appellate court reversing or vacating the

Final Judgment. Notwithstanding anything herein, the Parties agree that the Court's failure to approve, in whole or in part, the attorneys' fees payment to Class Counsel and/or the service award set forth in Paragraph 8 above shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination.

9.3 If this Agreement is terminated or fails to become effective for the reasons set forth in Paragraphs 6.1-6.2 or 9.2 above, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be vacated by the Court, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Agreement had never been entered into.

10. MISCELLANEOUS PROVISIONS.

10.1 The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement, to secure final approval, and to defend the Final Judgment through any and all appeals. Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking Court approval of the Settlement Agreement, entry of the Preliminary Approval Order, and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Agreement.

10.2 The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiffs, the Settlement Class and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to

assert in any forum that the Action was brought by Plaintiffs or defended by Defendant, or each or any of them, in bad faith or without a reasonable basis.

10.3 The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully the above and foregoing agreement and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

10.4 Whether or not the Effective Date occurs or the Settlement Agreement is terminated, neither this Agreement nor the settlement contained herein or any term, provision or definition therein, nor any act or communication performed or document executed in the course of negotiating, implementing or seeking approval pursuant to or in furtherance of this Agreement or the settlement:

(a) is, may be deemed, or shall be used, offered or received in any civil, criminal or administrative proceeding in any court, administrative agency, arbitral proceeding or other tribunal against the Released Parties, or each or any of them, as an admission, concession or evidence of, the validity of any Released Claims, the truth of any fact alleged by the Plaintiffs, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the definition or scope of any term or provision, the reasonableness of the Settlement Fund or the Fee Award (except in connection with seeking approval of the Settlement in the Action), or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them. Defendant, while continuing to deny all allegations of wrongdoing and disclaiming all liability with respect to all claims, considers it desirable to resolve the action on the terms stated herein to avoid further expense, inconvenience, and burden, and therefore has determined that this settlement is in Defendant's best interests;

(b) is, may be deemed, or shall be used, offered or received against any Released Party, as an admission, concession or evidence of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

(c) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Released Parties, or supporting the certification of a litigation class, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the settlement, this Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Agreement. Further, if this Settlement Agreement is approved by the Court, any Party or any of the Released Parties may file this Agreement and/or the Final Judgment in any action that may be brought against such Party or Parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim;

(d) is, may be deemed, or shall be construed against Plaintiffs, the Settlement Class, the Releasing Parties, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and

(e) is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiffs, the Settlement Class, the Releasing Parties, or each

and any of them, or against the Released Parties, or each or any of them, that any of Plaintiffs' claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount.

10.5 The Parties acknowledge that (a) any certification of the Settlement Class as set forth in this Agreement, including certification of the Settlement Class for settlement purposes in the context of Preliminary Approval, shall not be deemed a concession that certification of a litigation class is appropriate, or that the Settlement Class definition would be appropriate for a litigation class, nor would Defendant be precluded from challenging class certification in further proceedings in the Action or in any other action if the Settlement Agreement is not finalized or finally approved; (b) if the Settlement Agreement is not finally approved by the Court for any reason whatsoever, then any certification of the Settlement Class will be void, the Parties and the Action shall be restored to the *status quo ante*, and no doctrine of waiver, estoppel or preclusion will be asserted in any litigated certification proceedings in the Action or in any other action; and (c) no agreements made by or entered into by Defendant in connection with the Settlement may be used by Plaintiffs, any person in the Settlement Class, or any other person to establish any of the elements of class certification in any litigated certification proceedings, whether in the Action or any other judicial proceeding.

10.6 No person or entity shall have any claim against the Class Representatives, Class Counsel, the Settlement Administrator or any other agent designated by Class Counsel, or the Released Parties and/or their counsel, arising from distributions made substantially in accordance with this Agreement. The Parties and their respective counsel, and all other Released Parties shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the determination, administration, calculation, or payment of any claim or nonperformance of the

Settlement Administrator, the payment or withholding of taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

10.7 The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

10.8 The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

10.9 All of the Exhibits to this Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

10.10 This Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents. This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

10.11 Except as otherwise provided herein, each Party shall bear its own costs.

10.12 Plaintiffs represent and warrant that they have not assigned any claim or right or interest therein as against the Released Parties to any other Person or Party and that they are fully entitled to release the same.

10.13 Each counsel or other Person executing this Settlement Agreement, any of its Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such Person has the full authority to do so and has the authority to take

appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms.

10.14 This Agreement may be executed in one or more counterparts. Signature by digital means, facsimile, or in PDF format will constitute sufficient execution of this Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

10.15 This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

10.16 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Agreement. Any disputes between the Parties concerning matters contained in this Agreement shall, if they cannot be resolved by negotiation and agreement, be submitted to the Court for resolution.

10.17 This Settlement Agreement shall be governed by and construed in accordance with the substantive laws of the State of California without giving effect to its conflict of laws provisions.

10.18 This Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm's-length negotiations among the Parties. Because all Parties have contributed substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.

10.19 Where this Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel: Nickolas J. Hagman, Cafferty Clobes Meriwether & Sprengel LLP,

135 S. LaSalle St., Suite 3210, Chicago, Illinois 60603, Daniel J. Muller, Ventura Hersey & Muller, LLP, 1506 Hamilton Avenue, San Jose, California 95125, and Alan Schoenfeld, Wilmer Cutler Pickering Hale and Dorr LLP, 7 World Trade Center, 250 Greenwich Street, New York, NY 10007.

10.20 The Parties are not precluded from making statements or responding to press or other inquiries about the Settlement, so long as all statements are consistent with the terms of the Settlement. Class Counsel and Plaintiffs' Counsel are permitted, in connection with their law firm websites, biographies, brochures, and firm marketing materials, future declarations regarding counsel's experience, and/or in speaker biographies, to state that it served as Class Counsel in this Action and to communicate basic facts about the Settlement, including the Settlement Fund amount.

10.21 All persons involved in the Settlement will be required to keep confidential any personal identifying information of Class Members, and any otherwise nonpublic financial information of WDPR. Any documents or nonpublic information provided by WDPR to Class Counsel or Plaintiffs must be destroyed within 30 days of the Settlement Administrator completing the issuance of all settlement payments, except insofar as Class Counsel shall have the right to retain any work product and, in the case of pleadings submitted to the Court, any exhibits to such pleadings.

10.22 WDPR may communicate with Class Members in the ordinary course of its operations. WDPR will refer inquiries regarding this Agreement and administration of the Settlement to the Settlement Administrator or Class Counsel.

IT IS SO AGREED TO BY THE PARTIES:

Dated: 9/7/2023

JENALE NIELSEN
DocuSigned by:

By: Jenale Nielsen
07FFD540G7FA405...

Jenale Nielsen, individually and as representative of the Class

Dated: _____

WALT DISNEY PARKS AND RESORTS U.S., INC.

By: _____

Name: Clark Jones

Title: Senior Vice President and Assistant Secretary, Walt Disney Parks and Resorts U.S., Inc.

AGREED AS TO ALL OBLIGATIONS OF CLASS COUNSEL:

Dated: 9/7/2023

VENTURA HERSEY AND MULLER LLP
DocuSigned by:

By: Daniel Muller
299BE2A0D5994G0...

CAFFERTY CLOBES MERIWETHER AND SPRENGEL LLP
DocuSigned by:

By: Bryan L. Clobes
7AE45BD8DD274B7...

Class Counsel, Attorneys for Class Representative and the Settlement Class

IT IS SO AGREED TO BY THE PARTIES:

Dated: _____

JENALE NIELSEN

By: _____

Jenale Nielsen, individually and as representative of the Class

Dated: 9/7/2023

WALT DISNEY PARKS AND RESORTS U.S., INC.

By: Clark Jones

Name: Clark Jones

Title: Senior Vice President and Assistant Secretary, Walt Disney Parks and Resorts U.S., Inc.

AGREED AS TO ALL OBLIGATIONS OF CLASS COUNSEL:

Dated: _____

VENTURA HERSEY AND MULLER LLP

By: _____

CAFFERTY CLOBES MERIWETHER AND SPRENGEL LLP

By: _____

Class Counsel, Attorneys for Class Representative and the Settlement Class

Exhibit A

Disneyland Dream Key Pass Settlement

In the United States District Court for the Central District of California
(Case No. 8:21-cv-02055-DOC-ADS)

Address Update Form

You are receiving this form because you purchased a Dream Key Pass from Walt Disney Parks & Resorts U.S., Inc. (“WDPR”). A class action lawsuit was filed against WDPR asserting contract and consumer protection claims about the Dream Key Pass. WDPR denies those claims. The Parties entered into a class action settlement and have requested Court approval. If the Settlement is approved by the Court, you will be entitled to compensation as part of the settlement. If the Settlement is approved, Payment will be made to all individuals who purchased a Dream Key Pass. You will receive an email to your last known email address from noreply@epiqpay.com and you can select from multiple popular digital payment options such as Venmo, PayPal or ACH transfer or to receive a payment by check. If no email is available, the email sent to you is undeliverable, or you do not make a selection, payment will be made by check to your last known mailing address.

Please complete this form by [DATE], if you wish to update your email or mail address.

You are not required to complete this form in order to receive a payment. If you do not complete this form, and if the Court approves the Settlement, you will receive your share of the Settlement Fund as described above. This form is simply to update your email and/or mailing address.

Provide the Unique ID located on your Notice email or postcard: _____

OPTION ONE: RECEIVE ELECTRONIC PAYMENT

Confirm your email address below and an email will be sent from noreply@epiqpay.com to the email address you provide, prompting you to elect your method of payment. Electronic payment methods, including Venmo, Paypal and ACH will be available, or you can elect to receive a check. Please ensure you have provided a current and complete email address.

Email Address for Payment Election Notification: _____

OPTION TWO: RECEIVE CASH PAYMENT BY CHECK

If you need to update your name or address to receive a check, provide the information below:

Claimant’s First Name: _____ MI: _____ Last Name: _____

Address 1 (street name and number): _____

Address 2 (apartment, unit, suite or box number): _____

City: _____ State: _____ Zip Code: _____

Signature: _____ **Date:** _____

Return this form to the following address, postmarked no later than [DATE]:
[SETTLEMENT ADMIN]

Exhibit B

If you purchased a Dream Key annual Pass to the Disneyland Resort, you may be eligible for a payment from a class action settlement.

Si desea recibir esta notificación en español, llámenos o visite nuestra página web.

A Settlement has been reached in a class action lawsuit concerning Dream Key annual passes to the Disneyland Resort sold by Walt Disney Parks and Resorts U.S., Inc. (“WDPR”). The lawsuit claims WDPR made misrepresentations in marketing of the Dream Key pass and breached its contracts with Dream Key pass holders when it promised purchasers that they could make reservations to access Disney’s Disneyland Park and California Adventure Park with “no blackout dates” and whenever park reservations were available but failed to provide Dream Key passholders with access to park reservations as promised. Disney denies all of the claims and denies any liability or wrongdoing.

WHO IS INCLUDED? Disney’s records show you likely are a member of the Settlement Class. The Settlement Class includes all persons who purchased a Dream Key, which were sold by WDPR between August 25, 2021 and October 25, 2021.

SETTLEMENT BENEFITS. If approved, the Settlement will provide a Cash Award to all Class members. Class members will receive an equal share from a proposed \$9,500,000.00 Settlement Fund, after deductions for attorneys’ fees, costs, and expenses, a service award to the Representative Plaintiff, and settlement administration costs. To accept the Settlement and receive payment from the Settlement Fund, **Settlement Class Members do not have to do anything.** Upon final approval of the Settlement, the Settlement Administrator will send an email to each Class Member’s last known email address prompting Settlement Class members to elect a method of payment. Popular electronic payment options such as Venmo and PayPal will be available, or Settlement Class members can elect a check. If no payment election is made, or if email addresses are unavailable or unable to be delivered, the Settlement Administrator will **automatically** mail a check to each Settlement Class Member’s last known mailing address. Mailed checks will expire after 90 days. After the checks expire, a supplemental payment may be made to Settlement Class Members.

OTHER OPTIONS. If you do nothing, you will remain in the Class, and you will be bound by the decisions of the Court and give up your rights to sue Disney for the claims resolved by this Settlement. If you do not want to be legally bound by the Settlement, you must exclude yourself by [Month Day, 2023]. If you stay in the Settlement, you may object to it by [Month Day, 2023]. A more detailed notice is available to explain how to exclude yourself or object. Please visit the website below or call 1-XXX-XXX-XXXX for a copy of the more detailed notice. On [DATE], the Court will hold a Fairness Hearing to determine whether to approve the Settlement, Class Counsel’s request for attorneys’ fees of \$2,375,000, costs and expenses, and an incentive award of \$5,000 for the Representative Plaintiff. The Motion for attorneys’ fees will be posted on the website after it is filed. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but you do not have to. This is only a summary. For more information, call or visit the website below.

www.XXXXXXXXXX.com

1-XXX-XXX-XXXX

All capitalized terms in this notice are defined in the Settlement Agreement

Exhibit C

CLASS ACTION SETTLEMENT NOTICE

IF YOU PURCHASED A DREAM KEY ANNUAL PASS TO THE DISNEYLAND RESORT YOU MAY BE ELIGIBLE FOR A PAYMENT FROM A CLASS ACTION SETTLEMENT.

Si desea recibir esta notificación en español, llámenos o visite nuestra página web.

Your Class Member ID is: _____

For more information, visit www.xxxxxxxx.com

A Settlement has been reached in a class action lawsuit concerning Dream Key annual passes sold to the Disneyland Resort by Walt Disney Parks and Resorts U.S., Inc. (“WDPR”). The lawsuit claims WDPR made misrepresentations in marketing the Dream Key pass and breached its contracts with Dream Key pass holders when it promised purchasers that they could make reservations to access to Disney’s Disneyland Park and California Adventure Park with “no blackout dates” and whenever park reservations were available but failed to make reservations as promised. Disney denies all of the claims and denies any liability or wrongdoing.

WHO IS INCLUDED? Disney’s records show you likely are a member of the Settlement Class. The Settlement Class includes all persons who purchased a Dream Key, which were sold by WDPR between August 25, 2021 and October 25, 2021.

SETTLEMENT BENEFITS. If approved, the Settlement will provide a Cash Award to all Class members. Class members will receive an equal share from a proposed \$9,500,000.00 Settlement Fund, after deductions for attorneys’ fees, costs, and expenses, a service award to the Representative Plaintiff, and settlement administration costs. To accept the Settlement and receive payment from the Settlement Fund, **Settlement Class Members do not have to do anything.** Upon final approval of the Settlement, the Settlement Administrator will send an email to each Class Member’s last known email address from noreply@epicpay.com and you will be provided an opportunity to select from multiple popular digital options such as Venmo, PayPal and ACH transfer, or you can choose to receive a check. If email is unavailable or is undeliverable, or you do not select a form of digital payment, the Settlement Administrator will **automatically** mail a check to your last known mailing address. If you need to update your email or mailing address, you can visit the Settlement website below to complete the Address Update Form. A supplemental payment may be made to Settlement Class Members after the mailed checks expire.

OTHER OPTIONS. If you do nothing, you will remain in the Class, and you will be bound by the decisions of the Court and give up your rights to sue Disney for the claims resolved by this Settlement. If you do not want to be legally bound by the Settlement, you must exclude yourself by **[Month Day, 2023]**. If you stay in the Settlement, you may object to it by **[Month Day, 2023]**. A more detailed notice is available to explain how to exclude yourself or object. Please visit the website below or call 1-**XXX-XXX-XXXX** for a copy of the more detailed notice. On **[DATE]**, the Court will hold a Fairness Hearing to determine whether to approve the Settlement, Class Counsel’s request for attorneys’ fees, costs, and expenses of \$2,375,000, and an incentive award of \$5,000 for the Representative Plaintiff. The Motion for attorneys’ fees will be posted on the website after it is filed. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but you do not have to. This is only a summary. For more information, call or visit the website below.

Legal Notice: A Court authorized this Notice. This is not solicitation from a lawyer.

www.XXXXXXXXXX.com

1-XXX-XXX-XXXX

Exhibit D

If you purchased a Dream Key annual pass to the Disneyland Resort, you may be eligible for a payment from a class action settlement.

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

- A Settlement has been reached with Walt Disney Parks and Resorts U.S., Inc. (“WDPR” or “Disney”) in a class action lawsuit about WDPR’s Dream Key annual passes.
- The proposed Settlement resolves a lawsuit brought on behalf of persons who allege that WDPR breached contractual promises made to Dream Key purchasers and violated the California Consumer Legal Remedies Act (Cal. Civ. Code § 1750, *et seq.*) by failing to make certain park reservations available to Dream Key passholders and misrepresenting the availability of park access, despite promising that purchase of a Dream Key pass allowed purchasers to make reservations with “no blockout dates” and whenever park reservations were available.
- The Settlement includes all persons who purchased a Dream Key, which were sold by WDPR between August 25, 2021 and October 25, 2021.
- The Settlement provides payments to all persons who purchased a Dream Key.

Your legal rights are affected even if you do nothing. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Do Nothing	To accept the Settlement and receive payment from the Settlement Fund, <i>you do not have to do anything</i> . If the Court approves the Settlement, the Settlement Administrator will send an email to your last known email address from noreply@epiqpay.com and you will be provided an opportunity to select from multiple popular digital payment options such as Venmo, PayPal or ACH transfer, or you can choose to receive a payment by check. If no email is available, the email sent to you is undeliverable, or you do not make a selection, payment will be made by check to your last known mailing address.
Ask to be Excluded	You may exclude yourself from the Settlement. If you do so, you will not receive any cash payment. This is the only option that allows you to retain the right to sue Disney over the claims resolved by this Settlement. You must exclude yourself by [DATE] .
Object	If you do not ask to be excluded, you may write to the Court about why you do not like the Settlement. You must object by [DATE] .

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. Payments will only be made after the Court grants final approval of the Settlement and after appeals, if any, are resolved.

Questions? Call **[INSERT PHONE #] or visit **[INSERT WEBSITE]****

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION..... Page 3

1. Why was this Notice issued?
2. What is this lawsuit about?
3. Why is this lawsuit a class action?
4. Why is there a Settlement?

WHO IS IN THE SETTLEMENT?..... Page 3

5. How do I know if I am included in the Settlement?
6. What if I am not sure whether I am included in the Settlement?

THE SETTLEMENT BENEFITS Page 4

7. What does the Settlement provide?

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REMAINING IN THE SETTLEMENT Page 4

9. Do I need to do anything to remain in the Settlement?
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EXCLUDING YOURSELF FROM THE SETTLEMENT..... Page 5

11. If I exclude myself, can I get a payment from this Settlement?
12. If I do not exclude myself, can I sue Disney for the same thing later?
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THE LAWYERS REPRESENTING YOU..... Page 5

14. Do I have a lawyer in this case?
15. How will the lawyers be paid?

OBJECTING TO THE SETTLEMENT Page 6

16. How do I tell the Court that I do not like the Settlement?
17. What is the difference between objecting and asking to be excluded?

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18. When and where will the Court decide whether to approve the Settlement?
19. Do I have to attend the hearing?
20. May I speak at the hearing?

GETTING MORE INFORMATION Page 8

21. How do I get more information?

BASIC INFORMATION

1. Why was this Notice issued?

The Court authorized this notice because you have a right to know about the proposed Settlement in this class action lawsuit and about all of your options before the Court decides whether to give “final approval” to the Settlement. This notice explains the legal rights and options that you may exercise before the Court decides whether to approve the Settlement.

Judge David O. Carter of the United States District Court for the Central District of California is overseeing this case. The case is known as *Nielsen v. Walt Disney Parks and Resorts U.S., Inc.*, Case No. 8:21-cv-02055-DOC-ADS. The person who sued, Jenale Nielsen, is called the Plaintiff. Disney is called the Defendant.

2. What is this lawsuit about?

The lawsuit claims that Disney misrepresented the features of its Dream Key pass by marketing it as having “no blockout dates” and that Dream Key passholders would be able to make reservations for Disney’s California theme parks whenever park reservations were available. The lawsuit asserts claims for breach of contract and violation of the California Consumer Legal Remedies Act based on Disney’s alleged misrepresentations and alleges that Dream Key passholders were not provided with access to park reservations as promised. The lawsuit seeks compensation for purchasers of Dream Key passes.

Disney denies all of the Plaintiff’s claims and denies all liability and any wrongdoing.

3. Why is this lawsuit a class action?

In a class action, one or more people called “Representative Plaintiffs” sue on behalf of all people who have similar claims. All of these people together are the “Class” or “Class Members.” In this case, the Representative Plaintiff is Jenale Nielsen. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost and risk of a trial. The Representative Plaintiff and her attorneys believe the Settlement is fair, reasonable, and adequate and, thus, best for the Class and its members. The Settlement does not mean that Disney did anything wrong.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am included in the Settlement?

If you received a notice by postcard or email about the settlement, you are probably a member of the Settlement Class. You are a member of the Settlement Class if you purchased a Dream Key.

Specifically excluded from the Settlement Class are: (i) Disney and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement

Questions? Call [INSERT PHONE #] or visit [INSERT WEBSITE]

Class; (iii) the Judge assigned to evaluate the fairness of this settlement; and (iv) the attorneys representing the Parties in the Litigation.

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call [INSERT PHONE #] with questions or visit [INSERT WEBSITE]. You may also write with questions to [INSERT CLAIMS ADMINISTRATOR MAILING INFORMATION]. Please do not contact the Court with questions.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

Disney has agreed to create a \$9,500,000.00 Settlement Fund. If the Court approves the Settlement, and you do not exclude yourself from the Settlement Class, you will automatically receive an equal share of the Settlement Fund after deductions for the Settlement Administrator's expenses, attorneys' fees, costs, and expenses for Class Counsel, and a Service Award for the Class Representative. The exact amount of each Settlement Class member's payment is unknown at this time, but the per-person amount is estimated to be approximately \$67.41. The attorneys who brought this lawsuit, listed below, will ask the Court to award them attorneys' fees in an amount up to 25% of the Settlement Fund, plus their reasonable costs and expenses, for the substantial time, expense, and effort spent investigating the facts, litigating the case, and negotiating the settlement. The Class Representative will also apply to the Court for a payment of up to \$5,000.00 for her time, effort, and service in this matter.

HOW TO GET BENEFITS

8. How do I get benefits?

To receive a payment from the Settlement Fund, *you do not have to do anything*. If the Court approves the Settlement, the Settlement Administrator will *automatically* send an email to your last known email address from noreply@epiqpay.com and you will be provided an opportunity to select from multiple popular digital payment options such as Venmo, Paypal or ACH transfer, or you can choose to receive a payment by check. If no email is available, the email sent to you is undeliverable, or you do not make a selection, payment will be made by check to your last known mailing address. To update your email or mail address, you may visit the Settlement website to provide your updated information by completing an Address Update Form. Mailed checks expire after 90 days. A supplemental payment may be made to Settlement Class Members if, after the initial payment expires, there is a sufficient amount in the Settlement Fund to permit a Supplemental Cash Award payment of at least \$10 per Settlement Class Member.

REMAINING IN THE SETTLEMENT

9. Do I need to do anything to remain in the Settlement?

You do not have to do anything to remain in the Settlement.

Questions? Call [INSERT PHONE #] or visit [INSERT WEBSITE]

10. What am I giving up as part of the Settlement?

If the Settlement becomes final, you will give up your right to sue Disney for the claims being resolved by this Settlement. The specific claims you are giving up against Disney are described in Section 1.27 of the Settlement Agreement. You will be “releasing” Disney and all related people or entities as described in Section 1.28 of the Settlement Agreement. The Settlement Agreement is available at [INSERT WEBSITE].

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the law firms listed in Question 14 for free or you can, of course, talk to your own lawyer at your own expense.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this Settlement but you want to keep the right to sue Disney about the issues in this case, then you must take steps to exit the Settlement Class. This is called excluding yourself from—or is sometimes referred to as “opting out” of—the Settlement Class.

11. If I exclude myself, can I get a payment from this Settlement?

No. If you exclude yourself, you will not be entitled to any benefits of the Settlement, but you will not be bound by any judgment in this case.

12. If I do not exclude myself, can I sue Disney for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Disney for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case.

13. How do I exclude myself from the Settlement?

To exclude yourself, you are required to send a letter that says you want to be excluded from the Settlement in *Nielsen v. Walt Disney Parks and Resorts U.S., Inc.*, Case No. 8:21-cv-02055-DOC-ADS. Include your name, address, telephone number and signature. You must mail your Exclusion Request postmarked by [Month Day, 2023], to:

Dream Key Settlement Exclusions
[PO Box XXXXX]
[CITY, STATE ZIP CODE]

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes. The Court appointed the following lawyers as “Class Counsel”: Cafferty Clobes Meriwether & Sprengel LLP, 135 S. LaSalle, Suite 3210, Chicago, IL 60603, and Ventura Hersey & Muller LLP, 1506 Hamilton Avenue, San Jose, CA 95125. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

Questions? Call [INSERT PHONE #] or visit [INSERT WEBSITE]

15. How will the lawyers be paid?

Class Counsel will request the Court's approval of an award for attorneys' fees not to exceed 25% of the Settlement Fund and verified costs and expenses. Class Counsel will also request approval of an incentive award of \$5,000 for the Representative Plaintiff.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

16. How do I tell the Court that I do not like the Settlement?

You can object to the Settlement if you do not like it or some part of it. The Court will consider your views. To do so, you must file a written objection in this case, *Nielsen v. Walt Disney Parks and Resorts U.S., Inc.*, Case No. 8:21-cv-02055-DOC-ADS.

Your objection must include all of the following:

- your full name, address, telephone number, and e-mail address (if any);
- information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class, which is described in response to Question 5;
- a written statement of all grounds for the objection, accompanied by any legal support for the objection that you believe is applicable;
- the identity of all counsel representing you, if any, in connection with your objection;
- the identity of all counsel representing you who will appear at the Final Fairness Hearing;
- a statement confirming whether you intend to personally appear and/or testify at the Final Fairness Hearing;
- your signature and the signature of your duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation);
- a list, by case name, court, and docket number, of all other cases in which you (directly or through counsel) have filed an objection to any proposed class action settlement; and
- a list, by case name, court, and docket number, of all other cases in which your counsel (on behalf of any person or entity) has filed an objection to any proposed class action settlement.

Your objection must be filed with the Court. In addition, you must **mail** a copy of your objection to both Class Counsel and Defense Counsel, postmarked no later than **[Month Day, 2023]**:

CLASS COUNSEL	DEFENSE COUNSEL
Nickolas J. Hagman Cafferty Clobes Meriwether & Sprengel LLP 135 S. LaSalle Street, Suite 3210 Chicago, IL 60603 Daniel J. Muller Anthony F. Ventura Ventura Hersey & Muller, LLP 1506 Hamilton Avenue San Jose, California 95125	Alan Schoenfeld Wilmer Cutler Pickering Hale and Dorr LLP 7 World Trade Center 250 Greenwich Street New York, NY 10007

17. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like the Settlement and why you do not think it should be approved. You can object only if you do not exclude yourself from the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement.

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

The Court will hold a Fairness Hearing at [] : [] .m. on [Month Day, 2023], at the United States District Court for the Central District of California located at 411 West Fourth Street, Courtroom 10 A, Santa Ana, CA 92701. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check [INSERT WEBSITE] or call [INSERT PHONE #]. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of attorneys' fees and reasonable costs and expenses, as well as the request for an incentive award for the Representative Plaintiff. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

19. Do I have to attend the hearing?

No. Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your expense, but you or they are not required to do so. If you send an objection, you do not have to come to the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 16, the Court will consider it.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must file an objection according to the instructions in Question 16, including all the information required. Your

Questions? Call [INSERT PHONE #] or visit [INSERT WEBSITE]

Objection must be **filed** no later than **[Month Day, 2023]**. In addition, you must **mail** a copy of your objection to both Class Counsel and Defense Counsel listed in Question 16, postmarked no later than **[Month Day, 2023]**.

GETTING MORE INFORMATION

21. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement at **[INSERT WEBSITE]**. You may also write with questions to **[INSERT CLAIMS ADMINISTRATOR MAILING INFORMATION]**. You can also get a Claim Form at the website or by calling the toll-free number, **[INSERT PHONE #]**.

Questions? Call **[INSERT PHONE #]** or visit **[INSERT WEBSITE]**

Exhibit E

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

JENALE NIELSEN, individually and on behalf of others similarly situated,

Plaintiff,

vs.

WALT DISNEY PARKS AND RESORTS U.S., Inc., a Florida Corporation, and DOES 1 through 10, inclusive,

Defendants.

Case No.: 8:21-cv-02055-DOC-ADS

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Judge: Hon. David O. Carter
Courtroom: 9D

Before the Court is Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement (“Motion”). ECF No. XX. Plaintiff Jenale Nielsen (“Plaintiff”), individually and on behalf of the proposed Settlement Class, and Defendant Walt Disney Parks and Resorts U.S., Inc. (“Defendant”) (together with Plaintiff, the “Parties) have entered into a Class Action Settlement Agreement dated September 7, 2023 (the “Settlement Agreement”) that, subject to the Court’s approval and final hearing on the matter, will resolve this lawsuit.

The Court, having considered the Motion, the supporting memorandum of law, the parties’ Settlement Agreement, the proposed forms of notice to the Settlement Class, the pleadings and the record in this Action, and the statements of counsel and the parties, HEREBY ORDERS as follows:

1. Unless otherwise defined herein, all terms capitalized herein shall have the same definitions ascribed to them as in the Settlement Agreement.

2. The Court retains continuing and exclusive jurisdiction over this litigation, including Class Representative, Defendant, and Settlement Class members, and all matters arising out of or connected with the settlement, including the administration and enforcement of the Settlement Agreement.

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Preliminary Approval

3. The Court has carefully reviewed all of the terms of the proposed Settlement Agreement, all corresponding and supporting documents attached thereto, Plaintiff’s Motion and corresponding papers filed therewith, including the declarations by counsel and Epic Systems, Inc. Based on its review of these documents, the Court finds the Settlement Agreement to be fair, reasonable, and adequate, and the result of vigilant, informed, non-collusive arms’-length negotiations overseen by an experienced, highly qualified neutral mediator, the Honorable Judge Jay Gandhi (Ret.). The Court further finds that the Settlement Agreement is the result of substantial discovery and the parties’ knowledge of the strengths and weaknesses of the case. The relief provided by the Settlement Agreement outweighs the substantial cost, delay, and risks presented by further prosecution of the issues during pre-trial, trial, and possible appeal. Based on these factors, the Court finds that the terms of the Settlement Agreement meets the criteria for preliminary settlement approval, are fair, reasonable, and adequate, and fall within the range of possible approval.

4. The Court hereby **GRANTS** preliminary approval of the Settlement Agreement and all of the terms and conditions contained therein.

Preliminary Certification of the Settlement Class

5. The Court preliminarily certifies, for settlement purposes only pursuant to Federal Rule of Civil Procedure 23(e), the Settlement Class defined in the Settlement Agreement as follows:

Settlement Class:

All Persons who purchased a Dream Key.
Specifically excluded from the Settlement Class are (1) any Judge or Magistrate Judge presiding over this Action and members of their families; (2) Defendant; (3) Persons who properly execute and file a timely request for exclusion from the

1 class; and (4) the legal representatives, successors, or assigns of any such excluded
2 persons. The Settlement Class is estimated to include 103,435 individuals.

3 6. The Court preliminarily finds that the Settlement Class satisfies the
4 requirements of Federal Rule of Civil Procedure 23(a) for settlement purposes:
5 (1) the Settlement Class is sufficiently numerous that joinder of all members is
6 impracticable; (2) there are questions of law or fact common to the Settlement Class;
7 (3) the Class Representative's claims are typical of the Settlement Class; and (4) the
8 Class Representative and her Counsel fairly and adequately protects the interests of
9 the Settlement Class.

10 7. The Court hereby appoints Jenale Nielsen as the Class Representative
11 of the Settlement Class.

12 8. The Court hereby appoints Cafferty Clobes Meriwether & Sprengel
13 LLP and Ventura Hersey & Muller, LLP as Settlement Class Counsel.

14 **Notice and Administration**

15 9. Pursuant to the Settlement Agreement, the parties have designated Epic
16 Systems, Inc. ("Epic") as the Claims Administrator. Epic shall perform all duties
17 necessary for notice and administration as set forth in the Settlement Agreement.
18 Pursuant to the Settlement Agreement, Epic will make important documents, such
19 as the Settlement Agreement and Address Update Form (which Settlement Class
20 members have the option to submit online), accessible on the settlement website.

21 10. The Court finds that the Class Notice plan as set forth in the Settlement
22 Agreement satisfies the requirements of due process and provides the best notice
23 practicable under the circumstances pursuant to Federal Rule of Civil Procedure
24 23(e)(1). The Class Notice plan is reasonably calculated to inform the Settlement
25 Class members of the nature of the litigation, the terms and conditions of the
26 Settlement Agreement, the right of Settlement Class members to object to the
27 Settlement Agreement or exclude themselves from the Settlement Class, including
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1 instructions about the process for doing so, and the Final Approval Hearing details.
2 The Court approves the Class Notice plan, including the Claim Form, and directs the
3 Settlement Administrator and the parties to proceed with providing Notice to the
4 Settlement Class as set forth in the Settlement Agreement and this Order.

5 **Settlement Class Member Exclusions and Objections**

6 11. Settlement Class members who request to opt-out and exclude
7 themselves from the Settlement Class must do so by notifying the Settlement
8 Administrator in writing. To be valid, the opt-out request must be mailed to the
9 Settlement Administrator no later than 60 days after the Notice Date, must be in
10 writing and must state the name, address, and telephone number of the person
11 seeking exclusion, and must contain a signed statement unequivocally stating the
12 Settlement Class Member's intent to be excluded from the Settlement. Settlement
13 Class members who submit a valid and timely request for exclusion will not be
14 bound by the terms of the Settlement Agreement. Any Settlement Class member
15 who does not submit a timely request for exclusion in accordance with the
16 Settlement Agreement will be included in the Settlement and bound by the
17 Settlement Agreement upon entry of the Final Judgment and Order.

18 12. Settlement Class members who wish to object to the Settlement
19 Agreement must do so by submitting a written objection to the Settlement
20 Administrator, signed by the objector, in accordance with the procedures outlined in
21 the Class Notice and this Order, filed or postmarked no later than 60 days after the
22 Notice Date and must include the following information:

- 23 i) The name of this proceeding (*Nielsen v. Walt Disney Parks and*
24 *Resorts U.S., Inc.*, No. 8:21-cv-02055-DOC-ADS or similarly
25 identifying words such as Disney Dream Key Lawsuit);
26 ii) The objector's name, address and telephone number;

- 1 i) Whether this matter should be finally certified as a class action
- 2 for settlement purposes under Fed. R. Civ. P. 23(a) and (b)(3);
- 3 ii) Whether the settlement should be approved as fair, reasonable,
- 4 and adequate under Fed. R. Civ. P. 23(e);
- 5 iii) Whether this lawsuit should be dismissed with prejudice
- 6 pursuant to the terms of the Settlement Agreement;
- 7 iv) Whether the Settlement Class members should be bound by the
- 8 releases set forth in the Settlement Agreement;
- 9 v) Whether the application of Class Counsel for an award of
- 10 attorneys' fees, costs, and expenses and service awards should be
- 11 approved under Fed. R. Civ. P. 23(h); and
- 12 vi) Any other issues the Court deems appropriate.

13 16. Settlement Class members do not need to attend the Final Approval
14 Hearing, nor take any other action to indicate their approval of the proposed
15 Settlement Agreement. However, any Settlement Class members who wish to be
16 heard must appear at the Final Approval Hearing. The Final Approval Hearing may
17 be postponed, adjourned, transferred, or continued without further notice to the
18 Settlement Class members.

19 **Settlement Administration Timeline, Injunction, and Termination**

20 17. To facilitate the timely administration of this case, the Court hereby sets
21 the following schedule:

Event	Deadline
Defendant to provide Settlement Class member data to the Claims Administrator	14 days after entry of this Order

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Event	Deadline
Last day for Settlement Administrator to email Settlement Notice to Settlement Class Members (the “Notice Date”)	30 days after entry of this Order
Last day for Settlement Administrator to mail Settlement Notice to Settlement Class Members	14 days from the Notice Date
Last day for Settlement Class Members to submit Address Update Forms	60 Days from the Notice Date
Deadline to Submit Motion for Attorneys’ Fees, Costs and Service Awards	At Least 14 Days Before the Objection Deadline
Deadline to Object and Comment on Settlement	60 Days from the Notice Date
Deadline to Submit Request for Exclusion	60 Days from the Notice Date
Final Approval Hearing	TBD

18. All proceedings and deadlines in this matter, except those required to implement this Order and the Settlement Agreement, are hereby stayed and suspended until further order from the Court.

19. In the event that the Settlement Agreement is terminated pursuant to the terms of the Settlement Agreement, (1) the Settlement Agreement and this Order shall become null and void and shall be without prejudice to the rights of the parties,

1 shall have no further force or effect, and shall not be used in this litigation or any
2 other proceedings for any purpose other than as necessary to enforce the terms of the
3 Settlement Agreement that survived termination, (2) this litigation will revert to the
4 status that existed before the Settlement Agreement was executed, and (3) no term(s)
5 or draft(s) of the Settlement Agreement or any part of the settlement discussions,
6 negotiations, or documentation of any kind, related to the Settlement Agreement,
7 whatsoever, shall (a) be admissible into evidence for any purpose in this litigation
8 or in any other action or proceeding other than as may be necessary to enforce the
9 terms of the Settlement Agreement that survived termination, (b) be deemed an
10 admission or concession by any settling party regarding the validity of any of the
11 Released Claims or the propriety of certifying any class against Defendant, or (c) be
12 deemed an admission or concession by any of the parties regarding the truth or falsity
13 of any facts alleged in the litigation or the availability or lack of availability of any
14 defense to the Released Claims.

15 **IT IS SO ORDERED.**

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17 DATED: _____, 2023

18 HON. DAVID O. CARTER
19 UNITED STATES DISTRICT JUDGE
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Exhibit 2

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

JENALE NIELSEN, individually and on behalf of others similarly situated,

Plaintiff,

vs.

WALT DISNEY PARKS AND RESORTS U.S., Inc., a Florida Corporation, and DOES 1 through 10, inclusive,

Defendants.

Case No.: 8:21-cv-02055-DOC-ADS

**DECLARATION OF CAMERON R. AZARI,
ESQ. ON IMPLEMENTATION AND
ADEQUACY OF NOTICE PROGRAM**

Judge: Hon. David O. Carter
Courtroom: 9D

I, Cameron R. Azari, Esq., hereby declare and state as follows:

1. My name is Cameron R. Azari, Esq. I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.

2. I am a nationally recognized expert in the field of legal notice, and I have served as an expert in hundreds of federal and state cases involving class action notice plans.

3. I am a Senior Vice President of Epiq Class Action and Claims Solutions, Inc. (“Epiq”) and the Director of Legal Notice for Hilsoft Notifications (“Hilsoft”), a firm that specializes in designing, developing, analyzing, and implementing large-scale, un-biased, legal notification plans. Hilsoft is a business unit of Epiq.

1 **OVERVIEW**

2 4. This declaration describes the Notice Program, and notices (the “Notice” or
3 “Notices”) for *Jenale Nielsen v. Walt Disney Parks and Resorts U.S., Inc., No. 8:21-cv-02055-DOC-*
4 *ADS* in the United States District Court Central District of California. I previously executed my
5 *Declaration of Cameron R. Azari, Esq., on Proposed Settlement Notice Program*, on September 7,
6 2023, which described the Notice Program, detailed Hilsoft’s class action notice experience, and
7 attached Hilsoft’s curriculum vitae. I also provided my educational and professional experience
8 relating to class actions and my ability to render opinions on overall adequacy of notice programs.

9 **NOTICE PLANNING METHODOLOGY**

10 5. Federal Rule of Civil Procedure, Rule 23 directs that notice must be “the best notice
11 that is practicable under the circumstances, including individual notice to all members who can be
12 identified through reasonable effort. The notice may be by one or more of the following: United
13 States mail, electronic means, or other appropriate means.”¹ The Notice Program as implemented
14 satisfied this requirement.

15 6. The Notice Program was designed to reach the greatest practicable number of
16 identified Settlement Class Members sent individual notice. The Notice Program, described in
17 detail below, directly reached approximately 99% of the identified Settlement Class Members.
18 The reach was further enhanced by a Settlement Website. In my experience, the reach of the Notice
19 Program was consistent with other court-approved notice programs, was the best notice practicable
20 under the circumstances, and satisfied the requirements of due process, including its “desire to
21 actually inform” requirement.²

22
23
24
25 ¹ Fed. R. Civ. P. 23(c)(2)(B).

26 ² *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950) (“But when notice is a person’s due, process
27 which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing
28 the absentee might reasonably adopt to accomplish it. The reasonableness and hence the constitutional validity of any
chosen method may be defended on the ground that it is in itself reasonably certain to inform those affected . . .”).

1 **CAFA NOTICE**

2 7. On September 15, 2023, Epiq sent 57 CAFA Notice Packages (“CAFA Notice”) on
3 behalf of Defendants Walt Disney Parks and Resorts U.S., Inc., as required by the federal Class
4 Action Fairness Act of 2005 (CAFA), 28 U.S.C. § 1715. The CAFA Notice was sent via United
5 States Postal Service (“USPS”) Certified Mail to 55 officials (the Attorneys General of 49 states,
6 the District of Columbia, and the United States Territories). As per the direction of the Office of
7 the Nevada Attorney General, the Notice was sent to the Nevada Attorney General electronically
8 via email. The CAFA Notice was also sent via United Parcel Service (“UPS”) to the Attorney
9 General of the United States. Details regarding the CAFA Notice mailing are provided in the
10 *Declaration of Kyle S. Bingham on Implementation of CAFA Notice*, dated September 28, 2023,
11 which is included as **Attachment 1**.

12 **NOTICE PROGRAM DETAIL**

13 8. On October 16, 2023, the Court approved the Notice Program and appointed Epiq
14 as the Settlement Administrator in the *Order Granting Preliminary Approval of Class Action*
15 *Settlement* (“Preliminary Approval Order”). In the Preliminary Approval Order, the Court
16 approved the following “Settlement Class:”

17 All Persons who purchased a Dream Key.

18 Specifically excluded from the Settlement Class are (1) any Judge or
19 Magistrate Judge presiding over this Action and members of their
20 families; (2) Defendant; (3) Persons who properly execute and file a
21 timely request for exclusion from the class; and (4) the legal
representatives, successors, or assigns of any such excluded persons.

22 9. After the Court’s Preliminary Approval Order was entered, Epiq began to
23 implement the Notice Program. This declaration details the notice activities undertaken to date
24 and explains how and why the Notice Program was comprehensive and well-suited to reach the
25 Settlement Class Members. This declaration also discusses the administration activity to date.

1 **NOTICE PROGRAM**

2 ***Individual Notice***

3 10. On October 23, 2023, Epiq received one data file with 103,110 unique, identified
4 Settlement Class Member records, which included names, email addresses and/or physical mailing
5 addresses. Epiq loaded the unique, identified Settlement Class Member records into its database.
6 As a result, 91,017 unique, identified Settlement Class Members were sent an Email Notice and
7 12,088 unique, identified Settlement Class Members without an available valid email address were
8 sent a Postcard Notice via USPS first-class mail (five Settlement Class Member records did not
9 contain a valid email address or mailing address). A Postcard Notice was also sent to those
10 Settlement Class Members with undeliverable Email Notice after multiple attempts. The
11 individual notices directed the recipients to a dedicated Settlement Website where they could
12 access additional information.

13 ***Individual Notice - Email***

14 11. On November 15, 2023, Epiq sent 91,017 Email Notices to identified Settlement
15 Class Members for whom a valid email address was available. Some Settlement Class Members
16 shared a common email address. As a result, some Email Notices were addressed to separate
17 individual Settlement Class Members and sent to the same email address. Therefore, nearly 90%
18 of the Settlement Class received direct notice via email.

19 12. The following industry standard best practices were followed for the email notice
20 efforts. The Email Notice was drafted in such a way that the subject line, the sender, and the body
21 of the message would overcome SPAM filters and ensure readership to the fullest extent
22 reasonably practicable. For instance, the Email Notice used an embedded html text format. This
23 format provided easy to read text without graphics, tables, images, attachments, and other elements
24 that would have increased the likelihood that the message would have been blocked by Internet
25 Service Providers (ISPs) and/or SPAM filters. The Email Notices were sent from an IP address
26 known to major email providers as one not used to send bulk “SPAM” or “junk” email blasts.
27 Each Email Notice was transmitted with a digital signature to the header and content of the Email
28

1 Notice, which allowed ISPs to programmatically authenticate that the Email Notices were from
2 authorized mail servers. Each Email Notice was also transmitted with a unique message identifier.
3 The Email Notice included an embedded link to the Settlement Website. By clicking the link,
4 recipients were able to access the Long Form Notice, Settlement Agreement, and other information
5 about the Settlement. The Email Notice is included as **Attachment 2**.

6 13. If the receiving email server could not deliver the message, a “bounce code” was
7 returned along with the unique message identifier. For any Email Notice for which a bounce code
8 was received indicating that the message was undeliverable for reasons such as an inactive or
9 disabled account, the recipient’s mailbox was full, technical autoreplies, etc., at least two
10 additional attempts were made to deliver the Notice by email. After completion of the Email
11 Notice efforts, emails to 1,653 Settlement Class Members were not deliverable.

12 ***Individual Notice - Direct Mail***

13 14. On November 29, 2023, Epiq sent 13,741 Postcard Notices of which 12,088 were
14 sent to identified Settlement Class Members with an associated physical address for whom an
15 email address was unavailable, and 1,653 were sent to identified Settlement Class Members with
16 an associated physical address for whom an Email Notice was undeliverable after multiple
17 attempts. The Postcard Notices were sent via USPS first class mail. The Postcard Notice clearly
18 and concisely summarized the case and the legal rights of the Settlement Class Members. The
19 Postcard Notice also directed the recipients to the Settlement Website to access additional
20 information. The Postcard Notice is included as **Attachment 3**.

21 15. Prior to sending the Postcard Notices, all mailing addresses were checked against
22 the National Change of Address (“NCOA”) database maintained by the USPS to ensure Settlement
23 Class Member address information is up-to-date and accurately formatted for mailing.³ In
24 addition, the addresses were certified through the Coding Accuracy Support System (“CASS”) to

25 ³ The NCOA database is maintained by the USPS and consists of approximately 160 million permanent change-of-
26 address (COA) records consisting of names and addresses of individuals, families, and businesses who have filed a
27 change-of-address with the Postal Service™. The address information is maintained on the database for 48 months
28 and reduces undeliverable mail by providing the most current address information, including standardized and delivery
point coded addresses, for matches made to the NCOA file for individual, family, and business moves.

1 ensure the quality of the zip code, and verified through Delivery Point Validation (“DPV”) to
2 verify the accuracy of the addresses. This address updating process is standard for the industry
3 and for the majority of current day promotional mailings.

4 16. Postcard Notices returned as undeliverable were re-mailed to any new address
5 provided by the USPS on returned pieces for which the automatic forwarding order has expired,
6 and was still during the period in which the USPS returns the piece with the address indicated, or
7 to better addresses that was found using a third-party lookup service. Upon successfully locating
8 better addresses, Postcard Notices were promptly remailed.

9 17. Both the Email Notice and the Postcard Notice advised Settlement Class Members
10 that, as long as they do not request exclusion from the settlement, and as long as the Settlement is
11 approved, they will receive an automatic payment (and do not need to file a Claim). The Notices
12 advised Settlement Class Members that they may go to the Settlement Website and elect to receive
13 their automatic payment digitally (through a menu of options). Settlement Class Members who
14 make no election will automatically be sent a traditional paper check.

15 ***Notice Results***

16 18. As of December 28, 2023, an Email Notice or Postcard Notice was delivered to
17 103,023 of the 103,110 unique, identified Settlement Class Members. This means the individual
18 notice efforts reached approximately 99% of the identified Settlement Class.

19 ***Settlement Website***

20 19. On November 15, 2023, Epiq established a dedicated website for the Settlement
21 with an easy to remember domain name (www.dreamkeysettlement.com). Relevant documents
22 are posted on the Settlement Website, including the Settlement Agreement, the Long Form Notice
23 (English and Spanish), Postcard Notice, Complaint, Preliminary Approval Order, and other
24 relevant Court documents. The Settlement Website also provides the ability for Settlement Class
25 Members to complete an Address Update & Payment Election form (English only) or download a
26 paper version of the form (English and Spanish). In addition, the Settlement Website includes
27 answers to frequently asked questions (“FAQs”), instructions for how Settlement Class Members
28

1 may opt-out (request exclusion) from or object to the Settlement, contact information for the
2 Settlement Administrator, and how to obtain other case-related information. The Settlement
3 Website address was prominently displayed in all notice documents. As of December 28, 2023,
4 there have been 9,914 unique visitor sessions to the case website, and 17,967 web pages have been
5 presented.

6 ***Toll-Free Telephone Number***

7 20. On November 15, 2023, a toll-free telephone number (1-877-894-4029) was
8 established for the Settlement. Callers are able to hear an introductory message and also have the
9 option to learn more about the Settlement in the form of recorded answers to FAQs, and to request
10 that a Claim Package (Long Form Notice and Address Update Form) be mailed to them in English
11 or Spanish. The toll-free telephone number was prominently displayed in all notice documents.
12 The automated phone system is available 24 hours per day, 7 days per week. As of December 28,
13 2023, there have been 181 calls to the toll-free telephone number, representing 336 minutes of use.

14 21. Additionally, a Claim Package (Long Form Notice and Address Update Form) is
15 mailed to all persons who request one via the toll-free telephone number or other means. As of
16 December 28, 2023, Epiq has mailed 46 Claim Packages as a result of such requests. The Long
17 Form Notice in English is included as **Attachment 4**. The Long Form Notice in Spanish is
18 included as **Attachment 5**. The Address Update Form in English is included as **Attachment 6**.
19 The Address Update Form in Spanish is included as **Attachment 7**.

20 22. A postal mailing address was established, allowing Settlement Class Members the
21 opportunity to request additional information or ask questions.

22 ***Requests for Exclusion***

23 23. The deadline to request exclusions from the Settlement or to object to the
24 Settlement is January 15, 2023. As of December 28, 2023, Epiq has received four requests for
25 exclusion. As of December 28, 2023, I am aware of no objections to the Settlement.
26
27
28

1 CONCLUSION

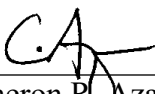
2 24. In class action notice planning, execution, and analysis, we are guided and governed
3 by due process considerations under the United States Constitution, by federal and local rules and
4 statutes, and further by case law pertaining to notice. This framework directs that the notice plan
5 be designed to reach the greatest practicable number of potential class members and, in a settlement
6 class action notice situation such as this, that the notice or notice plan itself not limit knowledge
7 of the availability of benefits—nor the ability to exercise other options—to class members in any
8 way. All of these requirements were met in this case.

9 25. The Notice Program included individual notice via email and/or mail to the
10 identified Settlement Class Members. With the address updating protocols that were used, the
11 Notice Program individual notice efforts reach approximately 99% of the identified Settlement
12 Class Members. The reach was further enhanced by a Settlement Website.

13 26. The FJC’s *Judges’ Class Action Notice and Claims Process Checklist and Plain*
14 *Language Guide*, which is relied upon in federal cases, states that “the lynchpin in an objective
15 determination of the adequacy of a proposed notice effort is whether all the notice efforts together
16 will reach a high percentage of the Settlement Class. It is reasonable to reach between 70–95%.”⁴
17 Here, we have developed and implemented a Notice Program that readily achieved a reach at the
18 higher end of that acceptable range.

19 27. The Notice Program provided the best notice practicable under the circumstances
20 of this case, and conformed to all aspects of Federal Rules of Civil Procedure, Rule 23, the
21 guidance for effective notice in the *Manual for Complex Litigation* 4th Ed. and FJC guidance, and
22 exceeded the requirements of due process, including its “desire to actually inform” requirement.

23 I declare under penalty of perjury that the foregoing is true and correct. Executed
24 December 28, 2023.

25 
26 _____
Cameron R. Azari, Esq.

27 ⁴ FED. JUDICIAL CTR., JUDGES’ CLASS ACTION NOTICE AND CLAIMS PROCESS CHECKLIST AND PLAIN LANGUAGE
28 GUIDE 3 (2010), available at <https://www.fjc.gov/content/judges-class-action-notice-and-claims-process-checklist-and-plain-language-guide-0>.

Attachment 1

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

JENALE NIELSEN, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

WALT DISNEY PARKS AND
RESORTS U.S., INC., a Florida
Corporation, and DOES 1 through 25,
inclusive,

Defendants.

Case No. 8:21-CV-02055-DOC-ADS

DECLARATION OF KYLE S. BINGHAM ON IMPLEMENTATION OF CAFA NOTICE

I, KYLE S. BINGHAM, hereby declare and state as follows:

1. My name is KYLE S. BINGHAM. I am over the age of 25 and I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.

2. I am the Director of Legal Noticing for Epiq Class Action & Claims Solutions, Inc. (“Epiq”), a firm that specializes in designing, developing, analyzing and implementing large-scale, un-biased, legal notification plans. I have overseen and handled Class Action Fairness Act (“CAFA”) notice mailings for more than 400 class action settlements.

3. Epiq is a firm with more than 25 years of experience in claims processing and settlement administration. Epiq’s class action case administration services include coordination of all notice requirements, design of direct-mail notices, establishment of fulfillment services, receipt and processing of opt-outs, coordination with the United States Postal Service (“USPS”), claims database management, claim adjudication, funds management and distribution services.

DECLARATION OF KYLE S. BINGHAM ON IMPLEMENTATION OF CAFA NOTICE

4. The facts in this Declaration are based on what I personally know, as well as information provided to me in the ordinary course of my business by my colleagues at Epiq.

CAFA NOTICE IMPLEMENTATION

5. At the direction of counsel for Defendant Walt Disney Parks and Resorts U.S., Inc., 57 federal and state officials (the Attorney General of the United States and the Attorneys General of each of the 50 states, the District of Columbia, and the United States Territories) were identified to receive CAFA notice.

6. Epiq maintains a list of these federal and state officials with contact information for the purpose of providing CAFA notice. Prior to mailing, the names and addresses selected from Epiq’s list were verified, then run through the Coding Accuracy Support System (“CASS”) maintained by the United States Postal Service (“USPS”).¹

7. On September 15, 2023, Epiq sent 57 CAFA Notice Packages (“Notice”). The Notice was mailed via USPS Certified Mail to 55 officials (the Attorneys General of 49 states, the District of Columbia, and the United States Territories). As per the direction of the Office of the Nevada Attorney General, the Notice was sent to the Nevada Attorney General electronically via email. The Notice was also sent via United Parcel Service (“UPS”) to the Attorney General of the United States. The CAFA Notice Service List (USPS Certified Mail, Email, and UPS) is included as **Attachment 1**.

8. The materials sent to the federal and state officials included a Cover Letter, which provided notice of the proposed Settlement of the above-captioned case. The Cover Letter is included as **Attachment 2**.

¹ CASS improves the accuracy of carrier route, 5-digit ZIP®, ZIP + 4® and delivery point codes that appear on mail pieces. The USPS makes this system available to mailing firms who want to improve the accuracy of postal codes, i.e., 5-digit ZIP®, ZIP + 4®, delivery point (DPCs), and carrier route codes that appear on mail pieces.

9. The cover letter was accompanied by a CD, which included the following:
- a. **Per 28 U.S.C. § 1715(b)(1) – Complaint and Any Amended Complaints:**
 - Class Action Complaint with Exhibit (filed December 15, 2021);
 - First Amended Class Action Complaint with Exhibit (filed February 4, 2022); and
 - Second Amended Class Action Complaint with Exhibit (filed May 10, 2022).
 - b. **Per 28 U.S.C. § 1715(b)(3) – Notification to Class Members:**
 - Address Update Form (*Exhibit A to the Class Action Settlement Agreement*);
 - Direct Notice via U.S Mail (*Exhibit B to the Class Action Settlement Agreement*);
 - Email Notice (*Exhibit C to the Class Action Settlement Agreement*); and
 - Detailed Notice (*Exhibit D to the Class Action Settlement Agreement*);
 - c. **Per 28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement:** The following documents were included:
 - Notice of Settlement in Principle and Joint Motion to Adjourn Case Schedule Including July 28, 2023 Hearing Date;
 - Proposed Order Granting Joint Motion to Adjourn Case Schedule;
 - Plaintiff’s Notice of Motion For Preliminary Approval of Class Action Settlement;
 - Plaintiff’s Memorandum of Points and Authorities in Support of Motion for Preliminary Approval of Class Action Settlement;
 - Declaration of Nickolas J. Hagman in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement;
 - Class Action Settlement Agreement;

- [Proposed] Order Granting Preliminary Approval of Class Action Settlement (*Exhibit E to the Class Action Settlement Agreement*);
- Caffertry Clobes Meriwether & Sprengel LLP Firm Resume;
- Ventura Hersey & Muller LLP Firm Resume; and
- Declaration of Cameron R. Azari, Esq. on Proposed Settlement Notice Program.

I declare under penalty of perjury that the foregoing is true and correct. Executed on September 28, 2023.


KYLE S. BINGHAM

Attachment 1

CAFA Notice Service List
#2470
USPS Certified Mail

Company	FullName	Address1	Address2	City	State	Zip
Office of the Attorney General	Treg Taylor	1031 W 4th Ave	Suite 200	Anchorage	AK	99501
Office of the Attorney General	Steve Marshall	501 Washington Ave		Montgomery	AL	36104
Office of the Attorney General	Tim Griffin	323 Center St	Suite 200	Little Rock	AR	72201
Office of the Attorney General	Kris Mayes	2005 N Central Ave		Phoenix	AZ	85004
Office of the Attorney General	CAFA Coordinator	Consumer Protection Section	455 Golden Gate Ave Suite 11000	San Francisco	CA	94102
Office of the Attorney General	Phil Weiser	Ralph L Carr Colorado Judicial Center	1300 Broadway Fl 10	Denver	CO	80203
Office of the Attorney General	William Tong	165 Capitol Ave		Hartford	CT	06106
Office of the Attorney General	Brian Schwalb	400 6th St NW		Washington	DC	20001
Office of the Attorney General	Kathy Jennings	Carvel State Bldg	820 N French St	Wilmington	DE	19801
Office of the Attorney General	Ashley Moody	State of Florida	The Capitol PL-01	Tallahassee	FL	32399
Office of the Attorney General	Chris Carr	40 Capitol Square SW		Atlanta	GA	30334
Department of the Attorney General	Anne E Lopez	425 Queen St		Honolulu	HI	96813
Iowa Attorney General	Brenna Bird	Hoover State Office Building	1305 E Walnut St	Des Moines	IA	50319
Office of the Attorney General	Raul Labrador	700 W Jefferson St Ste 210	PO Box 83720	Boise	ID	83720
Office of the Attorney General	Kwame Raoul	100 W Randolph St		Chicago	IL	60601
Office of the Indiana Attorney General	Todd Rokita	Indiana Government Center South	302 W Washington St Rm 5	Indianapolis	IN	46204
Office of the Attorney General	Kris Kobach	120 SW 10th Ave 2nd Fl		Topeka	KS	66612
Office of the Attorney General	Daniel Cameron	700 Capitol Ave Suite 118		Frankfort	KY	40601
Office of the Attorney General	Jeff Landry	PO Box 94005		Baton Rouge	LA	70804
Office of the Attorney General	Andrea Campbell	1 Ashburton Pl 20th Fl		Boston	MA	02108
Office of the Attorney General	Anthony G Brown	200 St Paul Pl		Baltimore	MD	21202
Office of the Attorney General	Aaron Frey	6 State House Station		Augusta	ME	04333
Department of Attorney General	Dana Nessel	PO BOX 30212		Lansing	MI	48909
Office of the Attorney General	Keith Ellison	445 Minnesota St Ste 1400		St Paul	MN	55101
Missouri Attorney General's Office	Andrew Bailey	207 West High Street	PO Box 899	Jefferson City	MO	65102
Mississippi Attorney General	Lynn Fitch	PO Box 220		Jackson	MS	39205
Office of the Attorney General	Austin Knudsen	215 N Sanders 3rd Fl	PO Box 201401	Helena	MT	59620
Attorney General's Office	Josh Stein	9001 Mail Service Ctr		Raleigh	NC	27699
Office of the Attorney General	Drew H Wrigley	600 E Boulevard Ave Dept 125		Bismarck	ND	58505
Nebraska Attorney General	Mike Hilgers	2115 State Capitol	PO Box 98920	Lincoln	NE	68509
Office of the Attorney General	John Formella	NH Department of Justice	33 Capitol St	Concord	NH	03301
Office of the Attorney General	Matthew J Platkin	25 Market Street	PO Box 080	Trenton	NJ	08625
Office of the Attorney General	Raul Torrez	408 Galisteo St	Villagra Bldg	Santa Fe	NM	87501
Office of the Attorney General	CAFA Coordinator	28 Liberty Street 15th Floor		New York	NY	10005
Office of the Attorney General	Dave Yost	30 E Broad St Fl 14		Columbus	OH	43215
Office of the Attorney General	Genther Drummond	313 NE 21st St		Oklahoma City	OK	73105
Office of the Attorney General	Ellen F Rosenblum	Oregon Department of Justice	1162 Court St NE	Salem	OR	97301
Office of the Attorney General	Michelle A. Henry	16th Fl Strawberry Square		Harrisburg	PA	17120
Office of the Attorney General	Peter F Neronha	150 S Main St		Providence	RI	02903
Office of the Attorney General	Alan Wilson	PO Box 11549		Columbia	SC	29211
Office of the Attorney General	Marty Jackley	1302 E Hwy 14 Ste 1		Pierre	SD	57501
Office of the Attorney General	Jonathan Skrmetti	PO Box 20207		Nashville	TN	37202
Office of the Attorney General	Ken Paxton	PO Box 12548		Austin	TX	78711
Office of the Attorney General	Sean D Reyes	PO Box 142320		Salt Lake City	UT	84114
Office of the Attorney General	Jason S Miyares	202 N 9th St		Richmond	VA	23219
Office of the Attorney General	Charity R Clark	109 State St		Montpelier	VT	05609
Office of the Attorney General	Bob Ferguson	800 5th Ave Ste 2000		Seattle	WA	98104
Office of the Attorney General	Josh Kaul	PO Box 7857		Madison	WI	53707
Office of the Attorney General	Patrick Morrissey	State Capitol Complex Bldg 1 Room E 26	1900 Kanawha Blvd E	Charleston	WV	25305
Office of the Attorney General	Bridget Hill	109 State Capital		Cheyenne	WY	82002
Department of Legal Affairs	Fainu'ulei Falefatu Ala'ilima-Utu	American Samoa Gov't Exec Ofc Bldg Utulei	Territory of American Samoa	Pago Pago	AS	96799
Attorney General Office of Guam	Douglas Moylan	Administrative Division	590 S Marine Corps Dr Ste 901	Tamuning	GU	96913
Office of the Attorney General	Edward Manibusan	Administration Bldg	PO Box 10007	Saipan	MP	96950
PR Department of Justice	Domingo Emanuelli Hernández	PO Box 9020192		San Juan	PR	00902
Department of Justice	Ariel K Smith	3438 Kronprindsens Gade Ste 2	GERS BLDG	St Thomas	VI	00802

Email

Company	Contact Format	State
Office of the Attorney General for Nevada	All documents sent to NV AG at their dedicated CAFA email inbox.	NV

CAFA Notice Service List

2472

UPS

Company	FullName	Address1	Address2	City	State	Zip
US Department of Justice	Merrick B. Garland	950 Pennsylvania Ave NW		Washington	DC	20530

Attachment 2

WILMERHALE

September 15, 2023

Alan E. Schoenfeld

BY USPS Priority Mail

+1 212 937 7294 (t)
+1 212 230 8888 (f)
alan.schoenfeld@wilmerhale.com

The United State Attorney General and
All State Attorneys General and Appropriate Officials
per Service List at Appendix A

Re: Notice of Proposed Settlement in *Nielsen v. Walt Disney Parks and Resorts U.S., Inc.*, No. 8:21-cv-02055 (C.D. Cal.), Pursuant to the Class Action Fairness Act (28 U.S.C. § 1715)

To Whom It May Concern:

On September 7, 2023, a proposed class action settlement was filed in the above-captioned action (the “*Nielsen* Action”). Pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715, Defendant Walt Disney Parks and Resorts U.S., Inc. (“WDPR”) hereby provides notice of the proposed settlement.

In accordance with 28 U.S.C. § 1715(b), WDPR states as follows:

1. Complaint (28 U.S.C. § 1715(b)(1))

The original complaint, first amended complaint, and second amended complaint in the *Nielsen* Action, and all attachments thereto, are included on the enclosed CD. The complaints and all other pleadings and records filed in the *Nielsen* Action are also available through the federal government’s PACER service at <http://www.pacer.gov>. Additional information about the PACER service can be found at <http://www.pacer.gov>.

2. Judicial Hearing (28 U.S.C. § 1715(b)(2))

A hearing on Plaintiff’s Notice of Motion and Motion for Preliminary Approval of Class Action Settlement is currently set for October 16, 2023, at 8:30 a.m. before The Honorable David O. Carter of the United States District Court for the Central District of California.

3. Proposed Notice (28 U.S.C. § 1715(b)(3))

The proposed notification to class members of the settlement that will appear on the settlement website, which references each class member’s right to request exclusion from the settlement, is included as Exhibit D to the proposed Class Action Settlement Agreement dated September 7, 2023 (the “Settlement Agreement”). The Settlement Agreement is included on the enclosed CD. The proposed notice plan is outlined in Section 4 of the Settlement Agreement. Under the terms of the Settlement Agreement, the settlement administrator will provide the

CAFA Notice
September 15, 2023
Page 2

WILMERHALE

settlement class with notice of the proposed settlement within thirty (30) days of entry of an order preliminarily approving the settlement. In addition to establishing and maintaining the settlement website, the settlement administrator will establish and maintain a toll-free telephone helpline to which settlement class members may refer for information about the *Nielsen* Action and the settlement.

4. Proposed Settlement Agreement (28 U.S.C. § 1715(b)(4))

The Settlement Agreement, including all exhibits, is included on the enclosed CD.

5. Other Agreements (28 U.S.C. § 1715(b)(5))

On July 19, 2023, settlement class counsel and counsel for WDPR executed an initial settlement term sheet. The term sheet has been completely superseded by the Settlement Agreement. Other than the Settlement Agreement, there are no agreements between settlement class counsel and counsel for WDPR.

6. Final Judgment (28 U.S.C. § 1715(b)(6))

No final judgment or notice of dismissal has been entered in the *Nielsen* Action as of September 15, 2023.

7. Estimate of Class Members (28 U.S.C. § 1715(b)(7)(B))

The settlement class representative, Jenale Nielsen, is a resident of California.

Due to the number of class members—approximately 103,000—it is not feasible to list the absent members of the proposed settlement class by name. *See* 28 U.S.C. § 1715(b)(7)(B). Accordingly, pursuant to 28 U.S.C. § 1715(b)(7)(B), WDPR provides the following reasonable estimate of the number of class members residing in each State and the estimated proportionate share of the claims of such members to the entire settlement.

CAFA Notice
 September 15, 2023
 Page 3

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State	Estimated Number of Class Members Residing in Each State	Estimated Proportionate Share of Claims of Class Members to Entire Settlement
Alaska	13	0.01%
Alabama	11	0.01%
Arkansas	3	0.00%
Arizona	1333	1.29%
California	98655	95.66%
Colorado	92	0.09%
Connecticut	6	0.01%
District of Columbia	3	0.00%
Delaware	1	0.00%
Florida	44	0.04%
Georgia	9	0.01%
Hawaii	88	0.09%
Iowa	5	0.00%
Idaho	36	0.03%
Illinois	22	0.02%
Indiana	1	0.00%
Kansas	1	0.00%
Kentucky	0	0.00%
Louisiana	1	0.00%
Massachusetts	9	0.01%
Maryland	3	0.00%
Maine	0	0.00%
Michigan	11	0.01%
Minnesota	11	0.01%
Missouri	4	0.00%
Mississippi	1	0.00%
Montana	4	0.00%
North Carolina	3	0.00%
North Dakota	0	0.00%
Nebraska	4	0.00%
New Hampshire	3	0.00%
New Jersey	7	0.01%
New Mexico	51	0.05%
Nevada	1139	1.10%
New York	17	0.02%
Ohio	6	0.01%
Oklahoma	8	0.01%
Oregon	210	0.20%
Pennsylvania	12	0.01%

CAFA Notice
September 15, 2023
Page 4

WILMERHALE

Rhode Island	2	0.00%
South Carolina	3	0.00%
South Dakota	3	0.00%
Tennessee	8	0.01%
Texas	123	0.12%
Utah	634	0.61%
Virginia	5	0.00%
Vermont	0	0.00%
Washington	466	0.45%
Wisconsin	1	0.00%
West Virginia	0	0.00%
Wyoming	8	0.01%
Outside U.S.	55	0.05%
Total	103, 135	100%

8. Related Judicial Opinions (28 U.S.C. § 1715(b)(8))

No written judicial opinions have been issued relating to the materials described under 28 U.S.C. § 1715(3)-(6) as of September 15, 2023.

Please contact me if you have any questions about the proposed settlement. In addition, if you believe that this notice does not satisfy the requirements of 28 U.S.C. § 1715, please contact me immediately so that WDPR can address any concerns or questions you may have.

Sincerely,

/s/ Alan Schoenfeld
Alan E. Schoenfeld

Counsel for Defendant Walt Disney Parks and Resorts U.S., Inc.

Attachment 2

From: Disney Dream Key Settlement Administrator
From Email: noreply@dreamkeysettlement.com
Subject: Class Action Settlement Notice - Disney Dream Key
Preheader:

CLASS ACTION SETTLEMENT NOTICE

IF YOU PURCHASED A DREAM KEY ANNUAL PASS TO THE DISNEYLAND RESORT, YOU MAY BE ELIGIBLE FOR A PAYMENT FROM A CLASS ACTION SETTLEMENT.

Si desea recibir esta notificación en español, llámenos o visite nuestra página web.

Name: [REDACTED]
Your Unique ID: [REDACTED]
Your PIN: [REDACTED]

For more information, visit www.DreamKeySettlement.com.

A Settlement has been reached in a class action lawsuit concerning Dream Key annual passes to the Disneyland Resort by Walt Disney Parks and Resorts U.S., Inc. ("WDPR"). The lawsuit claims WDPR made misrepresentations in marketing the Dream Key pass and breached its contracts with Dream Key passholders when it promised purchasers that they could make reservations to Disney's Disneyland Park and California Adventure with "no blackout dates" whenever park reservations were available but failed to make reservations as promised. Disney denies all of the claims and denies any liability or wrongdoing.

WHO IS INCLUDED. Disney's records show you are likely a member of the Settlement Class. The Settlement Class includes all persons who purchased a Dream Key sold by WDPR between August 25, 2021 and October 25, 2021.

SETTLEMENT BENEFITS. If approved, the Settlement will provide a Cash Award to all Settlement Class Members. Settlement Class Members will receive an equal share from a proposed \$9,500,000 Settlement Fund after deductions for attorneys' fees, costs, and expenses; a Service Award to the Class Representative; and settlement administration costs. To accept the Settlement and receive payment from the Settlement Fund, **Settlement Class Members do not need to do anything.** Upon final approval of the Settlement, the Settlement Administrator will send an email to each Settlement Class Member's last known email address from NoReply@EpicPay.com, and Settlement Class Members will be provided an opportunity to select from multiple popular digital payment options, such as Venmo, PayPal, and ACH transfer, or Settlement Class Members can choose to receive a check. If an email address is unavailable, the email is undeliverable, or the Settlement Class Member does not select a form of digital payment, the Settlement Administrator will **automatically** mail a check to the Settlement Class Member's last known mailing address. If you need to update your email or mailing address, you can visit the Settlement website below to complete the Address Update Form. A supplemental payment may be made to Settlement Class Members after the mailed checks expire.

OTHER OPTIONS. If you do nothing, you will remain in the Settlement Class, you will be bound by the decisions of the Court, and you will give up your rights to sue Disney for the claims resolved by this Settlement. If you do not want to be legally bound by the Settlement, you must exclude yourself by **January 15, 2024**. If you stay in the Settlement, you may object to it by **January 15, 2024**. A more detailed notice which explains how to exclude yourself or object is available. Please visit the website below or call 1-877-894-4029 for a copy of the more detailed notice. On **February 20, 2024**, the Court will hold a Final Approval Hearing to determine whether to approve the Settlement; Class Counsel's request for attorneys' fees, costs, and expenses of \$2,375,000; and a Service Award of \$5,000 for the Class Representative. The motion for attorneys' fees will be posted on the website after it is filed. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but you do not have to. This is only a summary. For more information, call or visit the website below.

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

www.DreamKeySettlement.com

1-877-894-4029

AJ395_v04

You are subscribed to this email as [REDACTED]
Click here to modify your [preferences](#) or [unsubscribe](#).

Attachment 3

Nelsen v. Walt Disney Parks and Resorts U.S., Inc
Settlement Administrator
PO Box 2318
Portland, OR 97208-2318

#:2481



COURT ORDERED
LEGAL NOTICE

**If you purchased a
Dream Key Pass to the
Disneyland Resort in 2021,
you may be eligible for a
payment from a
class action settlement.**



Si desea recibir esta notificación en español, llámenos o visite nuestra página web.

A Settlement has been reached in a class action lawsuit concerning Dream Key annual passes to the Disneyland Resort sold by Walt Disney Parks and Resorts U.S., Inc. (“WDPR”). The lawsuit claims WDPR made misrepresentations in marketing the Dream Key pass and breached its contracts with Dream Key pass holders when it promised purchasers that they could make reservations to access Disney’s Disneyland Park and California Adventure Park with “no blockout dates” and whenever the park reservations were available but failed to provide Dream Key pass holders with access to park reservations as promised. Disney denies all the claims and denies any liability or wrongdoing.

WHO IS INCLUDED? Disney’s records show you likely are a member of the Settlement Class. The Settlement Class includes all persons who purchased a Dream Key, which were sold by WDPR between August 25, 2021 and October 25, 2021.

SETTLEMENT BENEFITS. If approved, the Settlement will provide a Cash Award to all Class members. Class members will receive an equal share from a proposed \$9,500,000.00 Settlement Fund, after deductions for attorneys’ fees, costs, and expenses, a service award to the Representative Plaintiff, and settlement administration costs. To accept the Settlement and receive payment from the Settlement Fund, **Settlement Class Members do not have to do anything.** Upon final approval of the Settlement, the Settlement Administrator will send an email to each Class Member’s last known email address prompting Settlement Class members to elect a method of payment. Popular electronic payment options such as Venmo and PayPal will be available, or Settlement Class members can elect a check. If no payment election is made, or if email addresses are unavailable or unable to be delivered, the Settlement Administrator will **automatically** mail a check to each Settlement Class Member’s last known mailing address. Mailed checks will expire after 90 days. After the checks expire, a supplemental payment may be made to Settlement Class Members.

OTHER OPTIONS. If you do nothing, you will remain in the Class, and you will be bound by the decisions of the Court and give up your rights to sue Disney for the claims resolved by this Settlement. If you do not want to be legally bound by the Settlement, you must exclude yourself by **January 15, 2024**. If you stay in the Settlement, you may object to it by **January 15, 2024**. A more detailed notice is available to explain how to exclude yourself or object. Please visit the website below or call **1-877-894-4029** for a copy of the more detailed notice. On **February 20, 2024**, the Court will hold a Fairness Hearing to determine whether to approve the Settlement, the Class Counsel’s request for attorney’s fees of \$2,375,000, costs and expenses, and an incentive award of \$5,000 for the Representative Plaintiff. The Motion for attorney’s fees will be posted on the website after it is filed. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but you do not have to. This is only a summary. For more information, call or visit the website below.

Attachment 4

If you purchased a Dream Key Pass to the Disneyland Resort, you may be eligible for a payment from a class action settlement.

This is a court-authorized Notice. This is not a solicitation from a lawyer.

- A Settlement has been reached with Walt Disney Parks and Resorts U.S., Inc. (“WDPR” or “Disney”) in a class action lawsuit about WDPR’s Dream Key annual passes.
- The proposed Settlement resolves a lawsuit brought on behalf of persons who allege that WDPR breached contractual promises made to Dream Key purchasers and violated the California Consumer Legal Remedies Act (Cal. Civ. Code § 1750, *et seq.*) by failing to make certain park reservations available to Dream Key pass holders and misrepresenting the availability of park access, despite promising that purchase of a Dream Key pass allowed purchasers to make reservations with “no blockout dates” and whenever park reservations were available.
- The Settlement includes all persons who purchased a Dream Key, which were sold by WDPR between August 25, 2021 and October 25, 2021.
- The Settlement provides payments to all persons who purchased a Dream Key.

Your legal rights are affected even if you do nothing. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Do Nothing	To accept the Settlement and receive payment from the Settlement Fund, <i>you do not have to do anything</i> . If the Court approves the Settlement, the Settlement Administrator will send an email to your last known email address from noreply@epiqpay.com and you will be provided an opportunity to select from multiple popular digital payment options such as Venmo, PayPal, or ACH transfer, or you can choose to receive a payment by check. If no email is available, the email sent to you is undeliverable, or you do not make a selection, payment will be made by check to your last known mailing address.
Ask to be Excluded	You may exclude yourself from the Settlement. If you do so, you will <u>not</u> receive any cash payment. This is the only option that allows you to retain the right to sue Disney over the claims resolved by this Settlement. You must exclude yourself by January 15, 2024 .
Object	If you do not ask to be excluded, you may write to the Court about why you do not like the Settlement. You must object by January 15, 2024 .

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. Payments will only be made after the Court grants final approval of the Settlement and after appeals, if any, are resolved.

Questions? Call 877-894-4029 or visit DreamKeySettlement.com.

WHAT THIS NOTICE CONTAINS

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- 1. Why was this Notice issued?
- 2. What is this lawsuit about?
- 3. Why is this lawsuit a class action?
- 4. Why is there a Settlement?

WHO IS IN THE SETTLEMENT?..... Page 3

- 5. How do I know if I am included in the Settlement?
- 6. What if I am not sure whether I am included in the Settlement?

THE SETTLEMENT BENEFITS..... Page 4

- 7. What does the Settlement provide?

HOW TO GET BENEFITS..... Page 4

- 8. How do I get benefits?

REMAINING IN THE SETTLEMENT..... Page 4

- 9. Do I need to do anything to remain in the Settlement?
- 10. What am I giving up as part of the Settlement?

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- 11. If I exclude myself, can I get a payment from this Settlement?
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- 14. Do I have a lawyer in this case?
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- 16. How do I tell the Court that I do not like the Settlement?
- 17. What is the difference between objecting and asking to be excluded?

THE COURT’S FAIRNESS HEARING Pages 6-7

- 18. When and where will the Court decide whether to approve the Settlement?
- 19. Do I have to attend the hearing?
- 20. May I speak at the hearing?

GETTING MORE INFORMATION Page 7

- 21. How do I get more information?

Questions? Call 877-894-4029 or visit DreamKeySettlement.com.

BASIC INFORMATION

1. Why was this Notice issued?

The Court authorized this notice because you have a right to know about the proposed Settlement in this class action lawsuit and about all of your options before the Court decides whether to give “final approval” to the Settlement. This notice explains the legal rights and options that you may exercise before the Court decides whether to approve the Settlement.

Judge David O. Carter of the United States District Court for the Central District of California is overseeing this case. The case is known as *Nielsen v. Walt Disney Parks and Resorts U.S., Inc.*, Case No. 8:21-cv-02055-DOC-ADS. The person who sued, Jenale Nielsen, is called the Plaintiff. Disney is called the Defendant.

2. What is this lawsuit about?

The lawsuit claims that Disney misrepresented the features of its Dream Key pass by marketing it as having “no blackout dates” and that Dream Key pass holders would be able to make reservations for Disney’s California theme parks whenever park reservations were available. This lawsuit asserts claims for breach of contract and violation of the California Consumer Legal Remedies Act based on Disney’s alleged misrepresentations and alleges that Dream Key pass holders were not provided with access to park reservations as promised. The lawsuit seeks compensation for purchasers of Dream Key passes.

Disney denies all of the Plaintiff’s claims and denies all liability and any wrongdoing.

3. Why is this lawsuit a class action?

In a class action, one or more people called “Representative Plaintiffs” sue on behalf of all people who have similar claims. All these people together are the “Class” or “Class Members.” In this case, the Representative Plaintiff is Jenale Nielsen. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost and risk of a trial. The Representative Plaintiff and her attorneys believe the Settlement is fair, reasonable, and adequate and, thus, best for the Class and its members. The Settlement does not mean that Disney did anything wrong.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am included in the Settlement?

If you received a notice by postcard or email about the settlement, you are probably a member of the Settlement Class. You are a Settlement Class member if you purchased a Dream Key.

Specifically excluded from the Settlement Class are: (i) Disney and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of this settlement; and (iv) the attorneys representing the Parties in the Litigation.

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call 877-894-4029 or visit DreamKeySettlement.com. You may also write to *Nielsen v. Walt Disney Parks and Resorts U.S., Inc.*, P.O. Box 2318, Portland, OR 97208-2318. Please do not contact the Court with questions.

Questions? Call 877-894-4029 or visit DreamKeySettlement.com.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

Disney has agreed to create a \$9,500,000.00 Settlement Fund. If the Court approves the Settlement, and you do not exclude yourself from the Settlement Class, you will automatically receive an equal share of the Settlement Fund after deductions for the Settlement Administrator's expenses, attorneys' fees, costs, and expenses for Class Counsel, and a Service Award for the Class Representative. The exact amount of each Settlement Class member's payment is unknown at this time, but the per-person amount is estimated to be approximately \$67.41. The attorneys who brought this lawsuit, listed below, will ask the Court to award them attorneys' fees in an amount up to 25% of the Settlement Fund, plus their reasonable costs and expenses, for the substantial time, expense, and effort spent investigating the facts, litigating the case, and negotiating the settlement. The Class Representative will also apply to the Court for a payment of up to \$5,000.00 for her time, effort, and service in this matter.

HOW TO GET BENEFITS

8. How do I get benefits?

To receive a payment from the Settlement Fund, *you do not have to do anything*. If the Court approves the Settlement, the Settlement Administrator will *automatically* send an email to your last known email address from noreply@epiqpay.com and you will be provided an opportunity to select from multiple popular digital payment options such as Venmo, PayPal, or ACH transfer, or you can choose to receive a payment by check. If no email is available, the email sent to you is undeliverable, or you do not make a selection, payment will be made by check to your last known mailing address. To update your email or mail address, you may visit the Settlement website to provide your updated information by completing an Address Update Form. Mailed checks expire after 90 days. A supplemental payment may be made to Settlement Class Members if, after the initial payment expires, there is a sufficient amount in the Settlement Fund to permit a Supplemental Cash Award payment of at least \$10 per Settlement Class Member.

REMAINING IN THE SETTLEMENT

9. Do I need to do anything to remain in the Settlement?

You do not have to do anything to remain in the Settlement.

10. What am I giving up as part of the Settlement?

If the Settlement becomes final, you will give up your right to sue Disney for the claims being resolved by this Settlement. The specific claims you are giving up against Disney are described in Section 1.27 of the Settlement Agreement. You will be "releasing" Disney and all related people or entities as described in Section 1.28 of the Settlement Agreement. The Settlement Agreement is available at DreamKeySettlement.com.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the law firms listed in Question 14 for free or you can, of course, talk to your own lawyer at your own expense.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this Settlement but you want to keep the right to sue Disney about the issues in this case, then you must take steps to exit the Settlement Class. This is called excluding yourself from—or is sometimes referred to as "opting out" of—the Settlement Class.

11. If I exclude myself, can I get a payment from this Settlement?

No. If you exclude yourself, you will not be entitled to any benefits of the Settlement, but you will not be bound by any judgment in this case.

Questions? Call 877-894-4029 or visit DreamKeySettlement.com.

12. If I do not exclude myself, can I sue Disney for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Disney for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case.

13. How do I exclude myself from the Settlement?

To exclude yourself, you are required to send a letter that says you want to be excluded from the Settlement in *Nielsen v. Walt Disney Parks and Resorts U.S., Inc.*, Case No. 8:21-cv-02055-DOC-ADS. Include your name, address, telephone number, and signature. You must mail your Exclusion Request postmarked by **January 15, 2024**, to:

Dream Key Settlement Exclusions
P.O. Box 2318
Portland, OR 97208-2318

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes. The Court appointed the following lawyers as “Class Counsel”: Cafferty Clobes Meriwether & Sprengel LLP, 135 S. LaSalle, Suite 3210, Chicago, IL 60603, and Ventura Hersey & Muller LLP, 1506 Hamilton Avenue, San Jose, CA 95125. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel will request the Court’s approval of an award for attorneys’ fees not to exceed 25% of the Settlement Fund and verified costs and expenses. Class Counsel will also request approval of an incentive award of \$5,000 for the Representative Plaintiff.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

16. How do I tell the Court that I do not like the Settlement?

You can object to the Settlement if you do not like it or some part of it. The Court will consider your views. To do so, you must file a written objection in this case, *Nielsen v. Walt Disney Parks and Resorts U.S., Inc.*, Case No. 8:21-cv-02055-DOC-ADS.

Your objection must include all of the following:

- your full name, address, telephone number, and email address (if any);
- information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class, which is described in response to Question 5;
- a written statement of all grounds for the objection, accompanied by any legal support for the objection that you believe is applicable;
- the identity of all counsel representing you, if any, in connection with your objection;
- the identity of all counsel representing you who will appear at the Final Fairness Hearing;
- a statement confirming whether you intend to personally appear and/or testify at the Final Fairness Hearing;

Questions? Call 877-894-4029 or visit [DreamKeySettlement.com](https://www.DreamKeySettlement.com).

- your signature and the signature of your duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation);
- a list, by case name, court, and docket number, of all other cases in which you (directly or through counsel) have filed an objection to any proposed class action settlement; and
- a list, by case name, court, and docket number, of all other cases in which your counsel (on behalf of any person or entity) has filed an objection to any proposed class action settlement.

Your objection must be filed with the Court. In addition, you must mail a copy of your objection to both Class Counsel and Defense Counsel, postmarked no later than **January 15, 2024**:

CLASS COUNSEL	DEFENSE COUNSEL
Nickolas J. Hagman Cafferty Clobes Meriwether & Sprengel LLP 135 S. LaSalle Street, Suite 3210 Chicago, IL 60603 Daniel J. Muller Anthony F. Ventura Ventura Hersey & Muller, LLP 1506 Hamilton Avenue San Jose, California 95125	Alan Schoenfeld Wilmer Cutler Pickering Hale and Dorr LLP 7 World Trade Center 250 Greenwich Street New York, NY 10007

17. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like the Settlement and why you do not think it should be approved. You can object only if you do not exclude yourself from the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement.

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

The Court will hold a Fairness Hearing at **8:30 a.m. on February 20, 2024**, at the United States District Court for the Central District of California located at 411 West Fourth Street, Courtroom 10 A, Santa Ana, CA 92701. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check DreamKeySettlement.com or call 877-894-4029. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of attorneys' fees and reasonable costs and expenses, as well as the request for an incentive award for the Representative Plaintiff. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

19. Do I have to attend the hearing?

No. Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your expense, but you or they are not required to do so. If you send an objection, you do not have to come to the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 16, the Court will consider it.

Questions? Call 877-894-4029 or visit DreamKeySettlement.com.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must file an objection according to the instructions in Question 16, including all the information required. Your Objection must be **filed** no later than **January 15, 2024**. In addition, you must **mail** a copy of your objection to both Class Counsel and Defense Counsel listed in Question 16, postmarked no later than **January 15, 2024**.

GETTING MORE INFORMATION

21. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement at DreamKeySettlement.com. You may also write to *Nielsen v. Walt Disney Parks and Resorts U.S., Inc.*, P.O. Box 2318, Portland, OR 97208-2318. You can also get a Claim Form at the website or by calling the toll-free number, 877-894-4029.

Questions? Call 877-894-4029 or visit DreamKeySettlement.com.

Attachment 5

Si compró un pase Dream Key para Disneyland Resort, podría ser elegible para recibir un pago de un Acuerdo de conciliación de demanda colectiva.

Este es un Aviso autorizado por un Tribunal. No es a solicitud de un abogado.

- Se ha llegado a un Acuerdo con Walt Disney Parks and Resorts U.S., Inc. (“WDPR” o “Disney”) en una demanda colectiva sobre los pases anuales Dream Key de WDPR.
- La Conciliación propuesta resuelve una demanda presentada en nombre de personas que alegan que WDPR incumplió las promesas contractuales hechas a los compradores de Dream Key y violó la Ley de Recursos Legales del Consumidor de California (Código Civil de California § 1750 y siguientes) al no poner ciertas reservas para parques a disposición de titulares de pases Dream Key y tergiversar la disponibilidad de acceso a los parques, a pesar de prometer que la compra de un pase Dream Key permitía a los compradores hacer reservas “sin fechas restringidas” y siempre que las reservas para parques estuvieran disponibles.
- La Conciliación incluye a todas las personas que compraron una llave Dream Key que fue vendida por WDPR entre el 25 de agosto de 2021 y el 25 de octubre de 2021.
- La Conciliación proporciona pagos a todas las personas que compraron un Dream Key.

**Sus derechos legales se verán afectados incluso si no hace nada.
Lea este Aviso detenidamente.**

SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO DE CONCILIACIÓN	
No hacer nada	Para aceptar Acuerdo de conciliación y recibir el pago del Fondo del Acuerdo de conciliación, no tiene que hacer nada . Si el Tribunal aprueba el Acuerdo de conciliación, el Administrador de Acuerdo de conciliación enviará un correo electrónico a su última dirección de correo electrónico conocida de noreply@epiqpay.com y se le dará la oportunidad de seleccionar entre múltiples opciones de pago digital populares, como Venmo, PayPal o transferencia de la Cámara de Compensación Automatizada (Automated Clearing House, ACH), o bien puede elegir recibir un pago con cheque. Si no hay un correo electrónico disponible, el correo electrónico que se le envió no se podrá entregar o si no hace una selección, el pago se realizará mediante cheque a su última dirección postal conocida.
Solicitar ser excluido	Usted puede excluirse de Acuerdo de conciliación. Si lo hace, no recibirá ningún pago en efectivo. Esta es la única opción que le permite conservar el derecho a demandar a Disney con respecto a las reclamaciones resueltas por este Acuerdo de conciliación. Debe excluirse antes del 15 de enero de 2024 .
Objetar	Si no solicita ser excluido, puede escribirle al Tribunal sobre el motivo por el cual no le agrada el Acuerdo de conciliación. Debe objetar antes del 15 de enero de 2024 .

- Estos derechos y estas opciones, y **las fechas límite para ejercerlos**, se explican en este aviso.
- El Tribunal a cargo de este caso todavía no ha decidido si otorga la aprobación definitiva del Acuerdo de conciliación. Los pagos solo se realizarán una vez que el Tribunal apruebe en forma definitiva el Acuerdo de conciliación y después de que se resuelvan las apelaciones, si las hubiera.

**¿Tiene alguna pregunta? Llame al 877-894-4029
o visite DreamKeySettlement.com.**

CONTENIDOS DE ESTE AVISO

INFORMACIÓN BÁSICA..... **Página 3**

1. ¿Por qué se emitió este Aviso?

2. ¿De qué trata esta demanda?

3. ¿Por qué este proceso es una demanda colectiva?

4. ¿Por qué existe un Acuerdo de conciliación?

¿QUIÉNES FORMAN PARTE DEL ACUERDO DE CONCILIACIÓN? **Página 3**

5. ¿Cómo sé si soy parte del Acuerdo de conciliación?

6. ¿Qué ocurre si no estoy seguro de ser parte del Acuerdo de conciliación?

BENEFICIOS DEL ACUERDO DE CONCILIACIÓN **Página 4**

7. ¿Qué establece el Acuerdo de conciliación?

CÓMO OBTENER BENEFICIOS **Página 4**

8. ¿Cómo obtengo los beneficios?

PERMANECER EN EL ACUERDO **Página 4**

9. ¿Necesito hacer algo para permanecer en el Acuerdo de conciliación?

10. ¿A qué renuncio como parte del Acuerdo de conciliación?

CÓMO EXCLUIRSE DEL ACUERDO DE CONCILIACIÓN **Página 4**

11. Si me excluyo, ¿puedo obtener un pago en virtud de este Acuerdo de conciliación?

12. Si no me excluyo, ¿puedo entablar una demanda contra Disney por los mismos motivos en el futuro?

13. ¿Cómo me excluyo del Acuerdo de conciliación?

LOS ABOGADOS QUE LO REPRESENTAN **Página 5**

14. ¿Tengo un abogado en este caso?

15. ¿Cómo se pagará a los abogados?

CÓMO Oponerse al Acuerdo de Conciliación..... **Página 5**

16. ¿Cómo le informo al Tribunal que no estoy conforme con el Acuerdo de conciliación?

17. ¿Cuál es la diferencia entre objetar y solicitar ser excluido?

LA AUDIENCIA DE IMPARCIALIDAD DEL TRIBUNAL..... **Página 6**

18. ¿Cuándo y dónde decidirá el Tribunal si aprueba el Acuerdo de conciliación?

19. ¿Debo asistir a la audiencia?

20. ¿Puedo hablar en la audiencia?

CÓMO OBTENER MÁS INFORMACIÓN..... **Página 7**

21. ¿Cómo puedo obtener más información?

**¿Tiene alguna pregunta? Llame al 877-894-4029
o visite [DreamKeySettlement.com](https://www.DreamKeySettlement.com).**

INFORMACIÓN BÁSICA

1. ¿Por qué se emitió este Aviso?

El Tribunal autorizó que se cursara este aviso dado que usted tiene derecho a saber sobre el Acuerdo de conciliación propuesto en relación con esta demanda colectiva y acerca de todas sus opciones, antes de que el Tribunal decida si concede la “aprobación definitiva” del Acuerdo de conciliación. Esta notificación explica los derechos y las opciones legales que puede ejercer antes de que el Tribunal decida si aprueba el Acuerdo de conciliación.

El juez David O. Carter del Tribunal de Distrito de los Estados Unidos para el Distrito Central de California está a cargo de este caso. El caso se conoce como *Nielsen v. Walt Disney Parks and Resorts U.S., Inc.*, n.º de caso 8:21-cv-02055-DOC-ADS. La persona que presentó la demanda, Jenale Nielsen, se denomina la Demandante. Disney se denomina el Demandado.

2. ¿De qué trata esta demanda?

La demanda alega que Disney tergiversó las características de su pase Dream Key al comercializarlo “sin fechas restringidas” y decir que los titulares de pases Dream Key podían hacer reservas para los parques temáticos de Disney en California siempre que hubiera reservas para parques disponibles. La demanda reclama el incumplimiento del contrato y la violación de la Ley de Recursos Legales del Consumidor de California en función de las supuestas tergiversaciones de Disney y alega que los titulares de pases Dream Key no recibieron acceso a las reservas para parques según lo prometido. La demanda busca una compensación para los compradores de pases Dream Key.

Disney niega todas las reclamaciones del Demandante y niega toda responsabilidad y cualquier acto ilícito.

3. ¿Por qué este proceso es una demanda colectiva?

En una demanda colectiva, una o más personas llamadas los “Demandantes representantes” demandan en nombre de todas las personas que tienen reclamos similares. Todas estas personas conforman un “Grupo” o son “Miembros del Grupo”. En este caso, el Demandante representante es Jenale Nielsen. Un Tribunal resuelve los asuntos para todos los Participantes de la demanda colectiva, excepto las personas que se excluyeron de la Demanda colectiva.

4. ¿Por qué existe un Acuerdo de conciliación?

Al resolver este caso, ambas partes evitan los costos y los riesgos de un juicio. El Representante del Demandante y sus abogados consideran que el Acuerdo de conciliación es justa, razonable y adecuada y, por lo tanto, lo mejor para el Grupo y sus miembros. El Acuerdo de conciliación no implica que Disney haya hecho algo incorrecto.

¿QUIÉNES FORMAN PARTE DEL ACUERDO DE CONCILIACIÓN?

5. ¿Cómo sé si soy parte del Acuerdo de conciliación?

Si recibió un aviso por correo postal o correo electrónico sobre el Acuerdo de conciliación, es probable que sea miembro del Grupo de demandantes del Acuerdo de conciliación. Usted es un miembro del Grupo de demandantes del Acuerdo de conciliación si compró un Dream Key.

Se excluyen específicamente del Grupo de demandantes del Acuerdo de conciliación a: (i) Disney y sus ejecutivos y directores; (ii) todos los Miembros del Grupo de demandantes del Acuerdo de conciliación que soliciten de manera oportuna y válida la exclusión del Grupo del Acuerdo de conciliación; (iii) el Juez asignado para evaluar la imparcialidad de este Acuerdo de conciliación; y (iv) los abogados que representan a las Partes en el Litigio.

6. ¿Qué ocurre si no estoy seguro de ser parte del Acuerdo de conciliación?

Si no está seguro de estar incluido en el Acuerdo de conciliación, puede llamar al 877-894-4029 o visitar DreamKeySettlement.com. También puede escribir a *Nielsen v. Walt Disney Parks and Resorts U.S., Inc.*, P.O. Box 2318, Portland, OR 97208-2318. No se comunique con el Tribunal si tiene preguntas.

**¿Tiene alguna pregunta? Llame al 877-894-4029
o visite DreamKeySettlement.com.**

BENEFICIOS DEL ACUERDO DE CONCILIACIÓN

7. ¿Qué establece el Acuerdo de conciliación?

Disney ha acordado crear un Fondo del Acuerdo de conciliación de \$9,500,000.00. Si el Tribunal aprueba el Acuerdo de conciliación, y usted no se excluye del Grupo de demandantes del Acuerdo de conciliación, recibirá automáticamente una parte igual del Fondo del Acuerdo de conciliación después de las deducciones por los gastos del Administrador del Acuerdo de conciliación, los honorarios de abogados, los costos y gastos de los Abogados del Grupo, y un Pago por servicios para el Representante del Grupo. En este momento se desconoce el monto exacto del pago de cada miembro del Grupo de demandantes del Acuerdo de conciliación, pero se estima que el monto por persona es de aproximadamente \$67.41. Los abogados que interpusieron esta demanda, enumerados a continuación, solicitarán al Tribunal que les otorgue honorarios de abogados por un monto de hasta el 25% del Fondo del Acuerdo de conciliación, más costos y gastos razonables, por la gran cantidad de tiempo, gastos y esfuerzo que dedicaron a la investigación de los hechos, la litigación del caso y la negociación de la conciliación. El Representante del Grupo también solicitará al Tribunal un pago de hasta \$5,000 por su tiempo, esfuerzo y servicio en este asunto.

CÓMO OBTENER BENEFICIOS

8. ¿Cómo obtengo los beneficios?

Para recibir un pago del Fondo del Acuerdo de conciliación, **no necesita hacer nada**. Si el Tribunal aprueba el Acuerdo de conciliación, el Administrador del Acuerdo de conciliación enviará un correo electrónico **automáticamente** a su última dirección de correo electrónico conocida de noreply@epiqpay.com y se le dará la oportunidad de seleccionar entre múltiples opciones de pago digital populares, como Venmo, PayPal o transferencia de la Cámara de Compensación Automatizada (Automated Clearing House, ACH), o bien puede elegir recibir un pago con cheque. Si no hay un correo electrónico disponible, el correo electrónico que se le envió no se podrá entregar o si no hace una selección, el pago se realizará mediante cheque a su última dirección postal conocida. Para actualizar su dirección de correo electrónico o correo postal, puede visitar el sitio web del Acuerdo para proporcionar su información actualizada completando un Formulario de actualización de dirección. Los cheques enviados por correo postal vencen después de 90 días. Se puede realizar un pago complementario a los Miembros del Grupo de demandantes del Acuerdo de conciliación si, después de que venza el pago inicial, hay un monto suficiente en el Fondo del Acuerdo de conciliación para permitir un pago adicional de Compensación en efectivo de al menos \$10 por Miembro del Grupo de demandantes del Acuerdo de conciliación.

PERMANECER EN EL ACUERDO

9. ¿Necesito hacer algo para permanecer en el Acuerdo de conciliación?

No necesita hacer nada para permanecer en el Acuerdo de conciliación.

10. ¿A qué renuncio como parte del Acuerdo de conciliación?

Si el Acuerdo de conciliación adquiriese carácter definitivo, renunciará a su derecho de demandar a Disney por las reclamaciones que se resuelvan mediante dicha Conciliación. Las reclamaciones específicas a las que está renunciando contra Disney se describen en la Sección 1.27 del Acuerdo de conciliación. “Eximirá” a Disney y a todas las personas o a las entidades relacionadas tal como se describe en la Sección 1.28 del Acuerdo de conciliación. El Acuerdo de conciliación está disponible en DreamKeySettlement.com.

El Acuerdo describe los reclamos que quedarán sin efecto con detalles específicos; por lo tanto, léalo detenidamente. Si tiene alguna pregunta, puede comunicarse con las firmas de abogados enumeradas en la pregunta 14 de forma gratuita o puede, por supuesto, comunicarse con su propio abogado por su propia cuenta.

COMO EXCLUIRSE DEL ACUERDO DE CONCILIACIÓN

Si no desea obtener un pago de este Acuerdo de conciliación, pero desea conservar el derecho a demandar a Disney con respecto a los asuntos en este caso, debe tomar medidas para salirse del Grupo de demandantes del Acuerdo de conciliación. Esto se conoce como “exclusión” o, en algunos casos, “renuncia”, del acuerdo de demanda colectiva.

**¿Tiene alguna pregunta? Llame al 877-894-4029
o visite DreamKeySettlement.com.**

11. Si me excluyo, ¿puedo obtener un pago en virtud de este Acuerdo de conciliación?

No. Si se excluyese, no tendrá derecho a beneficio alguno del Acuerdo de conciliación, pero no quedará vinculado por sentencia alguna en este caso.

12. Si no me excluyo, ¿puedo entablar una demanda contra Disney por los mismos motivos en el futuro?

No. A menos que se excluya, renuncia al derecho de iniciar una demanda contra Disney por las reclamaciones que resuelve este Acuerdo de conciliación. Usted debe excluirse del Grupo de demandantes del Acuerdo de conciliación para iniciar su propia demanda o ser parte de una demanda distinta relacionada con las reclamaciones en este caso.

13. ¿Cómo me excluyo del Acuerdo de conciliación?

Para excluirse, debe enviar una carta que indique que desea ser excluido del Acuerdo de conciliación en *Nielsen v. Walt Disney Parks and Resorts U.S., Inc.*, n.º de caso 8:21-cv-02055-DOC-ADS. Incluya su nombre, dirección, número de teléfono y firma. Debe enviar su solicitud de exclusión por correo con sello postal antes del **15 de enero de 2024** a:

Dream Key Settlement Exclusions
P.O. Box 2318
Portland, OR 97208-2318

LOS ABOGADOS QUE LO REPRESENTAN

14. ¿Tengo un abogado en este caso?

Sí. El tribunal designó a los siguientes abogados como “Abogados del Grupo”: Cafferty Clobes Meriwether & Sprengel LLP, 135 S. LaSalle, Suite 3210, Chicago, IL 60603 y Ventura Hersey & Muller LLP, 1506 Hamilton Avenue, San Jose, CA 95125. A usted no se le cobrarán los servicios de estos abogados. Si desea ser representado por su propio abogado, puede contratar a uno por su propia cuenta y cargo.

15. ¿Cómo se pagará a los abogados?

Los Abogados del Grupo solicitarán la aprobación del Tribunal de una adjudicación para honorarios de abogados que no exceda el 25% del Fondo del Acuerdo de conciliación y los costos y gastos verificados. Los Abogados del grupo también solicitarán la aprobación de un incentivo por \$5,000 para el Demandante representante.

COMO Oponerse al Acuerdo de Conciliación

Puede comunicar al Tribunal su disconformidad con el Acuerdo de conciliación o con alguna parte de esta.

16. ¿Cómo le informo al Tribunal que no estoy conforme con el Acuerdo de conciliación?

Puede presentar objeciones al Acuerdo de conciliación en caso de estar en desacuerdo con alguna de sus partes. El Tribunal considerará sus opiniones. Para hacerlo, debe presentar una objeción por escrito en este caso, *Nielsen v. Walt Disney Parks and Resorts U.S., Inc.*, n.º de caso 8:21-cv-02055-DOC-ADS.

Su objeción debe incluir lo siguiente:

- su nombre completo, dirección, número de teléfono y dirección de correo electrónico (según corresponda);
- información que lo identifique como Miembro del Grupo de demandantes del Acuerdo de conciliación, incluida la prueba de que usted es miembro del Grupo de demandantes del Acuerdo de conciliación, que se describe en respuesta a la pregunta 5;
- una declaración escrita de todas las razones para la objeción, acompañadas por cualquier apoyo legal para la objeción que considere aplicable;

**¿Tiene alguna pregunta? Llame al 877-894-4029
o visite [DreamKeySettlement.com](https://www.DreamKeySettlement.com).**

- la identidad de todos los abogados que lo representen, según corresponda, en relación con su objeción;
- la identidad de todos los abogados que lo representan y que comparecerán en la Audiencia de imparcialidad definitiva;
- una declaración que confirme si usted tiene la intención de comparecer personalmente o testificar en la Audiencia de imparcialidad definitiva;
- su firma y la de su abogado u otro representante debidamente autorizado (conjuntamente con la documentación de dicha representación);
- una lista, por nombre de causa, tribunal y número de registro de causa, de todas las otras causas en las que usted (directamente o a través de abogado) haya presentado una objeción a una propuesta de conciliación de demanda colectiva; y
- una lista, por nombre de causa, tribunal, y número de registro de causa, de todas las otras causas en las que su abogado (en nombre de cualquier persona o entidad) presentó una objeción a cualquier propuesta de conciliación de demanda colectiva.

Su objeción debe presentarse ante el Tribunal. Asimismo, debe enviar por correo postal una copia de su objeción tanto a los Abogados del Grupo como a los Abogados de la Defensa, con una fecha de franqueo postal no posterior al **15 de enero de 2024**:

ABOGADOS DEL GRUPO DE DEMANDANTES	ABOGADOS DE LA DEFENSA
Nickolas J. Hagman Cafferty Clobes Meriwether & Sprengel LLP 135 S. LaSalle Street, Suite 3210 Chicago, IL 60603 Daniel J. Muller Anthony F. Ventura Ventura Hersey & Muller, LLP 1506 Hamilton Avenue San Jose, California 95125	Alan Schoenfeld Wilmer Cutler Pickering Hale and Dorr LLP 7 World Trade Center 250 Greenwich Street New York, NY 10007

17. ¿Cuál es la diferencia entre objetar y solicitar ser excluido?

Objetar es decirle al Tribunal que no le gusta el Acuerdo de conciliación y por qué piensa que no debería aprobarse. Puede objetar solo si no se excluye del Grupo de Demandantes. Excluirse es decirle al Tribunal que no quiere ser parte del Grupo. Si se excluye, no tiene fundamentos para objetar porque el Acuerdo de conciliación ya no le afecta.

LA AUDIENCIA DE IMPARCIALIDAD DEL TRIBUNAL

El Tribunal llevará a cabo una audiencia para decidir si aprobará o no el Acuerdo de conciliación.

18. ¿Cuándo y dónde decidirá el Tribunal si aprueba el Acuerdo de conciliación?

El Tribunal llevará a cabo una Audiencia de imparcialidad a las **8:30 a.m.** el **20 de febrero de 2024**, en el Tribunal de Distrito de los Estados Unidos para el Distrito Central de California ubicado en 411 West Fourth Street, Courtroom 10 A, Santa Ana, CA 92701. La audiencia podrá trasladarse a otra fecha y hora sin aviso adicional, por lo que resulta una buena idea consultar DreamKeySettlement.com o llamar al 877-894-4029. En esta audiencia, el Tribunal considerará si el Acuerdo de conciliación es justa, razonable y adecuada. Si hubiera objeciones formuladas de manera oportuna, el Tribunal las examinará y escuchará a las personas que hubiesen solicitado hablar en la audiencia si dicha petición se hubiera realizado de forma adecuada. El Tribunal también fallará sobre la solicitud de una adjudicación de LOS honorarios de los abogados y los costos y los gastos razonables, así como la solicitud de un incentivo para el Demandante representante. Después de la audiencia, el Tribunal decidirá si aprueba o no el Acuerdo de conciliación. No sabemos cuánto tiempo tardarán estas decisiones.

**¿Tiene alguna pregunta? Llame al 877-894-4029
o visite DreamKeySettlement.com.**

19. ¿Debo asistir a la audiencia?

No. Los Abogados del grupo presentarán el Acuerdo de conciliación al Tribunal. Tanto usted como su propio abogado podrán asistir a la audiencia, por su cuenta y cargo, pero no tendrán la obligación de hacerlo. Si envía una objeción, no es necesario que asista al Tribunal para hablar de ella. Siempre que haya presentado su objeción por escrito y de forma oportuna ante el Tribunal y la haya enviado por correo postal de acuerdo con las instrucciones detalladas en la pregunta 16, el Tribunal la considerará.

20. ¿Puedo hablar en la audiencia?

Puede solicitar la autorización del tribunal para hablar en la Audiencia de imparcialidad. Para hacerlo, debe presentar una objeción de acuerdo con las instrucciones de la pregunta 16 e incluir toda información requerida. Su Objeción debe **presentarse** a más tardar el **15 de enero de 2024**. Asimismo, debe **enviar por correo postal** una copia de su objeción tanto a los Abogados del Grupo como a los Abogados de la Defensa enumerados en la pregunta 16, con una fecha de franqueo postal no posterior al **15 de enero de 2024**.

CÓMO OBTENER MÁS INFORMACIÓN

21. ¿Cómo puedo obtener más información?

Este Aviso resume el Acuerdo de conciliación propuesta. El Acuerdo de conciliación incluye más detalles al respecto. Puede obtener una copia del Acuerdo de conciliación en DreamKeySettlement.com. También puede escribir a *Nielsen v. Walt Disney Parks and Resorts U.S., Inc.*, P.O. Box 2318, Portland, OR 97208-2318. También puede obtener un Formulario de reclamación del sitio web o llamando al número gratuito 877-894-4029.

**¿Tiene alguna pregunta? Llame al 877-894-4029
o visite DreamKeySettlement.com.**

Attachment 6

Disneyland Dream Key Pass Settlement

In the United States District Court for the Central District of California
(Case No. 8:21-cv-02055-DOC-ADS)

Address Update Form

You are receiving this form because you purchased a Dream Key Pass from Walt Disney Parks & Resorts U.S., Inc. (“WDPR”). A class action lawsuit was filed against WDPR asserting contract and consumer protection claims about the Dream Key Pass. WDPR denies those claims. The Parties entered into a class action settlement and have requested Court approval. If the Settlement is approved by the Court, you will be entitled to compensation as part of the settlement. If the Settlement is approved, Payment will be made to all individuals who purchased a Dream Key Pass. You will receive an email to your last known email address from noreply@epiqpay.com and you can select from multiple popular digital payment options such as Venmo, PayPal, or ACH transfer or to receive a payment by check. If no email is available, the email sent to you is undeliverable, or you do not make a selection, payment will be made by check to your last known mailing address.

Please complete this form by **January 15, 2024**, if you wish to update your email or mailing address.

You are not required to complete this form in order to receive a payment. If you do not complete this form, and if the Court approves the Settlement, you will receive your share of the Settlement Fund as described above. This form is simply to update your email and/or mailing address.

Provide the Unique ID located on your Notice email or postcard:

OPTION ONE: RECEIVE ELECTRONIC PAYMENT

Confirm your email address below and an email will be sent from noreply@epiqpay.com to the email address you provide, prompting you to select your method of payment. Electronic payment methods, including Venmo, PayPal, and ACH, will be available, or you can elect to receive a check. Please ensure you have provided a current and complete email address.

Email Address for Payment Election Notification:

OPTION TWO: RECEIVE CASH PAYMENT BY CHECK

If you need to update your name or address to receive a check, provide the information below:

Claimant’s First Name:

MI

Last Name:

Address 1 (street name and number):

Address 2 (apartment, unit, suite, or box number):

City

State

ZIP Code

Signature:

Date:

 - -

MM

DD

YYYY

Return this form to the following address, postmarked no later than **January 15, 2024**: *Nielsen v. Walt Disney Parks and Resorts U.S., Inc.*, c/o Settlement Administrator, P.O. Box 2318, Portland, OR 97208-2318.

Attachment 7

Exhibit 3

VENTURA HERSEY & MULLER LLP

ATTORNEYS AT LAW



Trusted counselors. Strategic thinkers. Aggressive advocates.

We represent individuals and businesses in complex legal matters involving contracts and business disputes, residential and commercial real estate transactions, construction and development claims, and labor and employment cases.

Our attorneys are at home in the company boardroom and in the courtroom. We are trusted counselors, creative problem solvers, aggressive advocates, and skilled trial attorneys. Our mission is to provide the type of focused and practical advice needed to solve our clients' complex legal problems quickly and efficiently.

Our offices are in San Jose, the heart of Silicon Valley.

Our clients are located throughout California.

ATTORNEYS

CHRISTOPHER J.
HERSEY
(/CHRISTOPHER-
J-HERSEY-1)

DAVID I. KORNBLUH
(/DAVID-I-KORNBLUH)

DANIEL J. MULLER
(/DANIEL-J-MULLER)

ANTHONY F. VENTURA
(/ANTHONY-
F-VENTURA)

KATERINA U
(/KATERINA-U)

VENTURA HERSEY & MULLER LLP

ATTORNEYS AT LAW

Tony Ventura is a real estate attorney with more than 25 years' experience representing buyers, sellers, real estate agents and brokers in both residential and commercial matters. Tony represents clients in civil lawsuits, arbitration, mediation and administrative proceedings.

In representing homeowners, Tony handles disputes arising from non-disclosure in the purchase and sale of real property, easements, boundaries, title, partition actions, specific performance actions and HOA claims.

In representing real estate agents and



ANTHONY F. VENTURA

Partner

brokers, Tony provides advice on pending transactions, insurance coverage and risk management issues. Tony also defends real estate professionals from claims of negligence, breach of contract or breach of fiduciary duty in civil lawsuits, before the Department of Real Estate and before local real estate boards.

aventura@venturahersey.com
(mailto:aventura@venturahers
ey.com)

408.512.3022 Main

408.512.3024 Direct

408.512.3023 Fax

Tony was born and raised in San Jose. After graduating college at Loyola Marymount University and law school at the University of Southern California, he returned to San Jose to begin practicing law. Tony and his partners founded Ventura Hersey & Muller in 2013.

EDUCATION

- Loyola Marymount University (1994)
- University of Southern California School of Law (1997)

Tony understands the stress, cost and risk of litigation. He strives to provide his clients with the best advice early in the process so they may decide how to proceed from the outset of the dispute. Tony also aims to

respond to each client's email or telephone

call within 24 hours. His goal is to be available for his clients, explain the process and provide advice that they can rely upon in deciding the path for their case.

REPRESENTATIVE MATTERS

- Failure to Disclose Material Facts in Sale of Real Property
 - Buyers and Sellers
 - Residential & Commercial Property
- Failed Real Estate Transactions
 - Breach of Contract Claims
 - Specific Performance Actions
 - Deposit Disputes
 - Residential & Commercial Property
- Lease Disputes
 - Residential & Commercial Property

- Quiet Title Actions

Easements

Title Issues

- Neighbor Disputes

Boundary Disputes

Fence Disputes

Trespass

Nuisance

- Partition Actions

- Foreclosure Actions

- HOA Litigation

- Real Estate Agent and Broker Litigation

Negligence

Breach of Contract

Breach of Fiduciary Duty

Commission Disputes

DRE Complaints

ATTORNEYS

CHRISTOPHER J.
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(/CHRISTOPHER-
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(/DANIEL-J-MULLER)

ANTHONY F. VENTURA
(/ANTHONY-
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KATERINA U
(/KATERINA-U)

VENTURA HERSEY & MULLER LLP

ATTORNEYS AT LAW

Dan Muller has practiced law for more than 20 years. He specializes in litigating labor and employment matters and has represented both employers and employees. Dan has obtained dismissals and successful verdicts for employers he has defended against claims brought by employees alleging unlawful discrimination and harassment, wrongful termination, failure to pay wages, and breach of contract. Dan has represented individuals, start-up companies, and other businesses in cases of alleged unfair competition and trade secret theft. Dan provides ongoing advice to employers regarding compliance with all state and



DANIEL J. MULLER

Partner

dmuller@venturahersey.com

collective bargaining, and arbitrations. Dan has worked with numerous executive and other employees seeking assistance in negotiating employment agreements and severance agreements. Dan has also handled many cases involving business disputes, including those arising out of partnership and corporate dissolutions.

408.512.3022 Main

408.512.3025 Direct

408.512.3023 Fax

EDUCATION

Prior to forming Ventura Hersey & Muller, LLP, Dan was a partner in the Labor & Employment practice group of Nixon Peabody LLP. Before that, Dan was a partner at Thelen, Reid, Brown, Raysman and Steiner LLP. Dan also previously worked as an associate at Littler Mendelson LLP.

Prior to attending law school, Dan taught speech and debate to students at a school in Los Altos, California

- Emory University School of Law, Atlanta, Georgia; Juris Doctor Degree, With Distinction, May 1997; Honors: Moot Court, Special Teams Member
- Santa Clara University, Santa Clara, California Bachelor of Science in Political Science, June 1993

Dan lives in San Jose with his wife, Elizabeth, and their children, Tessa, Adeline, and Ian.

REPRESENTATIVE MATTERS

- Represented a group of employers in a putative class action lawsuit alleging failure to pay employees properly for lunch breaks and rest periods;
- Represented a San Jose contractor and obtained the favorable settlement of class action claims alleging failure to pay minimum wages and overtime;
- Represented an international communications company in a single plaintiff case alleging misclassification of an employee and alleged wrongful termination;
- Obtained summary judgment for a

BAR ADMISSIONS

- California
- Ninth Circuit Court of Appeals
- Federal District Courts for the Northern and Eastern Districts of California

COMMUNITY INVOLVEMENT

- Member of the Board of Trustees, Montalvo Arts Center, Saratoga California
- Member of the Board of Fellows, Santa Clara University, Santa Clara, California

#2512

group of individuals who started their own business and were sued by their former employer for alleged trade secret theft and unfair competition; successfully argued that the trial court's decision should be upheld on appeal;

- Represented a San Jose manufacturer of semiconductor industry components and successfully obtained a preliminary injunction against a former executive, which led to a favorable settlement of all corporate and employment claims;
- Represented owners of a business in litigation arising out of the dissolution of a closely held corporation and successfully enforced the provisions of a buy-sell agreement among the business owners;
- Represented a small business in San Jose in connection with an

investigation by the Bay Area Regional Water Board and related litigation with former property owners; successfully obtained an order from the State Water Board ruling that our client was not a responsible party for purposes of state law.

- Represented an individual former owner of an accounting corporation in connection with the dissolution of that corporation; successfully enforced a settlement agreement between the former owners of the corporation and obtained an award of attorneys' fees.
- Represented a REIT specializing in residential loans against allegations of securities fraud brought by a group of shareholders; obtained a complete defense verdict following a three week arbitration;

- Represented an advertising agency against claims brought by a former employee who alleged fraud, breach of contract, and wrongful termination; obtained summary judgment of the employment claims and prevailed on the remaining claims following a month-long jury trial;
- Represented the owners of a small business in San Francisco in connection with valuation claims arising out of the forced buy-out of a former owner; successfully convinced a San Francisco jury to adopt the client's valuation position, which was millions of dollars less than that advocated by the former owner;
- Handled numerous cases and hearings before the California Divisions of Labor Standards Enforcement, the California Department of Fair

Employment and Training, The Equal

Employment Opportunity

Commission, the Department of Labor,

and the National Labor Relations

Board.

- Provides ongoing labor and employment advice—including the preparation of employment policies and handbooks, advice regarding employee hiring and termination, and compliance advice regarding the full range of federal and state employment laws—to numerous small and mid-sized businesses.

Exhibit 4

1 DANIEL J. MULLER, SBN 193396
2 dmuller@venturahersey.com
3 ANTHONY F. VENTURA, SBN 191107
4 aventura@venturahersey.com
5 VENTURA HERSEY & MULLER, LLP
6 1506 Hamilton Avenue
7 San Jose, California 95125
8 Telephone: (408) 512-3022
9 Facsimile: (408) 512-3023

6 Nickolas J. Hagman (*admitted pro hac vice*)
7 nhagman@caffertyclobes.com
8 CAFFERTY CLOBES
9 MERIWETHER & SPRENGEL LLP
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10 Attorneys for Plaintiff Jenale Nielsen &
11 the Proposed Class

12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**

15 JENALE NIELSEN, individually and on
16 behalf of others similarly situated,

17 Plaintiff,

18 vs.

19 WALT DISNEY PARKS AND
20 RESORTS U.S., INC., a Florida
21 Corporation, and DOES 1 through 10,
22 inclusive,

23 Defendants.

Case No.: 8:21-cv-02055-DOC-ADS

**DECLARATION OF NICKOLAS
J. HAGMAN IN SUPPORT OF
PLAINTIFF'S MOTION FOR
ATTORNEYS' FEES, COSTS,
AND A SERVICE AWARD**

Hearing Date: February 20, 2023
Time: 8:30 A.M.
Judge: Hon. David O. Carter
Courtroom: 9D

1 I, Nickolas J. Hagman, hereby declare as follows:

2 1. I am over 21 years of age and competent to testify to the facts set forth
3 in this Declaration based upon my personal knowledge.

4 2. I am a partner in the law firm Cafferty Clobes Meriwether & Sprengel
5 LLP (“Cafferty Clobes”), one of the proposed Settlement Class Counsel in this
6 Action. I submit this declaration in support of the Plaintiff’s Motion For Attorneys’
7 Fees, Costs, and a Service Award.

8 3. Cafferty Clobes, along with Ventura Hersey & Muller, LLP
9 (collectively, “Class Counsel”) represent Plaintiff Jenale Nielsen (“Plaintiffs”) and
10 the Settlement Class in this action against Walt Disney Parks and Resorts, U.S., Inc.
11 (“Disney” or “Defendant”).¹

12 4. Since this action’s inception, my firm has conducted the following
13 activities for the common benefit of Plaintiff and the Settlement Class: amending the
14 complaint; issuing discovery requests; reviewing and analyzing Disney’s responses
15 to Plaintiff’s discovery requests, including significant document production;
16 responding to written discovery requests to Plaintiff; preparing for and taking multiple
17 depositions of Disney’s representatives; working with Plaintiff’s expert regarding the
18 expert’s report; drafting Plaintiff’s Motion to Class Certification; responding to
19 Disney’s motions to strike; preparing for and attending mediation; negotiating a
20 complex Settlement Agreement; soliciting bids for and investigating potential notice
21 and claims administrators and their respective plans; moving for and successfully
22 obtaining preliminary approval; preparing for and attending the hearing on Plaintiffs’
23 motion for preliminary approval; working in concert with the Settlement
24 Administrator; monitoring the notice and claims administration; answering questions
25 from potential Class Members regarding the claims process; and preparing the
26 concurrently-filed motion for attorneys’ fees.

27 _____
28 ¹ The “Settlement Class” is defined as “All purchasers of the Dream Key.” See paragraph 1.33 of the Settlement Agreement.

1 5. Additional time will be spent to respond to any objections, to prepare for
2 and attend the fairness hearing and obtain final approval, to defend any appeals taken
3 from the final judgment approving settlement if such appeals are taken, to respond to
4 inquiries from Settlement Class Members about the case and the Settlement, and
5 ensure that the distribution of settlement proceeds to Class Members is done in a
6 timely manner in accordance with the terms of the Settlement. I assert that the
7 attorneys' fees sought in the motion for attorneys' fee are reasonable and that Class
8 Counsel seek fair and reasonable compensation for undertaking this case on a
9 contingency basis, and for obtaining the relief for Plaintiff and the Settlement Class.
10 Throughout this action, we have been challenged by highly experienced and skilled
11 counsel who deployed substantial resources on Defendant's behalf.

12 6. Cafferty Clobes is a leading national class action firm with offices in
13 Chicago, Illinois, and Media, Pennsylvania, and decades of experience leading and
14 handling complex consumer, antitrust, commodities, securities, employment and
15 other commercial class actions across the country. *See e.g., In re Behr DeckOver*
16 *Marketing, Sales Practices, and Products Liability Litig.*, No. 17-cv-4464 (N.D. Ill.)
17 (uncapped settlement entitling class members to 75% of all documented repair costs);
18 *Sharp v. Watts Regulator Co.*, No. 8:16CV200, 2017 WL 1373860, at *3 (D. Neb.
19 Apr. 13, 2017 (\$14 million settlement); *Klug v. Watts Regulator Co.*, No. 8:15CV61,
20 2017 WL 1373857, at *3 (D. Neb. Apr. 13, 2017) (\$4 million settlement); *In re*
21 *Autoparts Antitrust Litig.*, MDL No. 2311 (E.D. Mich.) (appointing Cafferty Clobes
22 to Plaintiffs' Discovery Committee in multidistrict litigation that has secured more
23 than \$1.2 billion in settlements for affected vehicle owners); *Traxler v. PPG Indus.,*
24 *Inc.*, No. 15-cv-00912 (N.D. Ohio) (\$6.5 million settlement in deck resurfacer class
25 action).

26 7. Cafferty Clobes also continues to represent consumers as lead counsel in
27 class cases throughout the county. *See e.g., Barrett v. Apple, Inc.*, No. 20-cv-04812-
28 EJD, ECF No. 132 (N.D. Cal. Feb. 17, 2023) (appointing Nickolas J. Hagman and

1 Cafferty Clobes as Interim Co-Lead Class Counsel); *Squires v. Toyota Motor*
2 *Corporation*, No. 4:18-cv-00138-ALM (E.D. Tex.) (Cafferty Clobes served as co-
3 lead counsel in an action arising from a defect in hundreds of thousands of vehicles);
4 *In re General Motors Air Conditioning Marketing and Sales Practices Litig.*, No.
5 4:17-cv-12786-MFL-EAS, ECF No. 10 (E.D. Mich. Oct. 19, 2017) (appointing
6 Cafferty Clobes as co-lead counsel in MDL arising from defect in 3.7 million
7 vehicles); *Rudolph v. United Airlines, Inc.*, No. 1:20-cv-2142, ECF No. 27 (N.D. Ill.
8 June 16, 2020) (appointing Cafferty Clobes co-lead counsel in action seeking refunds
9 for flight cancellations); *McAuliffe v. Vail Resorts, Inc.*, No. 1:20-cv-01121-RBJ, ECF
10 60 (D. Colo. Oct. 15, 2020) (appointing Cafferty Clobes as interim lead counsel),
11 Attached as **Exhibit A** is a true and correct copy of Cafferty Clobes' firm resume,
12 which details the firm's experience.

13 8. Cafferty Clobes was retained to represent Ms. Nielsen on a contingent
14 basis. Cafferty Clobes has not received any hourly fees for its work on this case and,
15 had Ms. Nielsen's case been dismissed, or if she were to lose at trial, Cafferty Clobes
16 will be paid nothing.

17 9. Settlement Class Counsel has requested attorneys' fees as a percentage
18 of the common fund generated by the Settlement Agreement. I am, nonetheless,
19 providing the Court with my firm's summary time and lodestar incurred in this
20 litigation. To date, Cafferty Clobes professionals have worked a total of 1,566.8 hours
21 on this case, which represents \$1,090,930.00 worth of time at our firm's regular rates.
22 The time spent by each of the timekeepers that performed work for this case, along
23 with their respective billable rates, is set out below:

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Timekeeper	Role	Hours	Rate	Total
Bryan L. Clobes	Partner	285.3	1100.00	\$313,830.00
Jennifer W. Sprengel	Partner	2.6	1100.00	\$2,860.00
Nyran Rose Rasche	Partner	3.1	1025.00	\$3,177.50

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1	Daniel O. Herrera	Partner	3.1	900.00	\$2,790.00
2	Nickolas J. Hagman	Partner	606.8	700.00	\$424,760.00
3	Olivia Lawless	Associate	291.9	525.00	\$153,247.50
4	Alexander J. Sweatman	Associate	223.2	550.00	\$122,760.00
5	Paige L. Smith	Associate	62.6	550.00	\$34,430.00
6	Sharon Nyland	Paralegal	3.4	375.00	\$1,275.00
7	Kathy Hollenstine	Paralegal	47.8	375.00	\$17,925.00
8	Kelly McDonald	Paralegal	37	375.00	\$13,875.00
9	Total		1,566.8		\$1,090,930.00

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11 10. The foregoing time was kept contemporaneously as the work was
12 performed. At the request of the Court, Cafferty Clobes can and will produce detailed
13 times records supporting the time set out above.

14 11. In my judgment, and based on my years of experience in class action
15 litigation and other litigation, the number of hours expended, and the services
16 performed by my firm, were reasonable and necessary for my firm’s representation
17 of Plaintiff and the Settlement Class.

18 12. I have general familiarity with the range of hourly rates typically charged
19 by plaintiffs’ class action counsel in the geographical area where my firm practices
20 and throughout the United States, both on a current basis and historically. From that
21 basis, I am able to conclude that the rates charged by my firm are within the range of
22 market rates charged by attorneys and professional staff of equivalent experience,
23 skill and expertise for legal services furnished in complex contingency class action
24 litigation such as this, and these are the same hourly rates charged for all matters at
25 my firm.

26 13. The hourly rates of the professionals in my firm, including my own,
27 reflect experience and accomplishments in the area of class litigation. The rates
28 charged by Cafferty Clobes are commensurate with hourly rates charged by peer firms

1 that practice in the area of class litigation, and courts have recently approved my
2 firm's rates in other privacy cases. *See, e.g., In re TikTok Consumer Privacy Litig.*,
3 No. 20-cv-4699 (N.D. Ill.), ECF No. 261, pp. 71-72. These rates reflect the risk
4 undertaken due to contingency representation of Plaintiff given that the firm bore the
5 risk of no payment at all for its services during this litigation.

6 14. My firm expended a significant amount of time litigating this case and
7 securing the Settlement for the Class. I took meaningful steps to ensure the efficiency
8 of our work and to avoid duplication of efforts. I expect to maintain a high level of
9 oversight and involvement in this process; therefore, my firm anticipates incurring
10 significant additional lodestar in the future.

11 15. Cafferty Clobes advanced costs in connection with this case in the
12 amount of \$97,221.26. The costs are as follows:

Category	Amount
Filing / Service Fees	\$20.00
Travel / Lodging	\$4,959.79
Document Reproduction	\$189.50
Computer Research	\$4,938.70
Depositions / Transcripts	\$4,915.93
Expert Fees	\$70,734.84
Mediation Fees	\$11,462.50
Total	\$97,221.26

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23 I declare under penalty of perjury under the laws of the United States of
24 America that the foregoing is true and correct and that this declaration was executed
25 on December 28, 2023.

26 s/ Nickolas J. Hagman

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Exhibit A



Cafferty Clobes Meriwether & Sprengel LLP



Successful Solutions for Complex Litigation



Firm Overview

Cafferty Clobes Meriwether & Sprengel LLP combines the talents of attorneys with a wide range of experience in complex civil litigation. The skill and experience of CCMS attorneys has been recognized on repeated occasions by courts that have appointed these attorneys to major positions in complex multidistrict or consolidated litigation. As the representative sampling of cases listed below demonstrates, these attorneys have taken a leading role in numerous important actions on behalf of investors, employees, consumers, businesses and others. In addition, CCMS attorneys are currently involved in a number of pending class actions, as described on the Firm's web page.

Antitrust Class Actions and Commodities Litigation

- ***In re Cattle Antitrust Litig., No. 19-cv-01222 (D. Minn.)***
CCMS is serving as Co-Lead counsel on behalf of a proposed class of cattle ranchers and industry trade groups alleging that some of the country's largest meatpacking companies, including Tyson, Cargill, JBS, and National Beef, have colluded to suppress the prices paid for cattle used in beef production. As discussed in a recent National Law Journal article, a successful outcome in this matter would ensure that cattle ranchers are paid what they deserve for their labor in raising live-fed cattle and bringing them to market.
- ***In re Deutsche Bank Spoofing Litig., No. 20-cv-03638 (N.D. Ill.)***
CCMS serves as interim co-lead counsel in this case involving alleged manipulation through spoofing of Treasury and Eurodollar Futures.
- ***In re Libor-Based Financial Instruments, No. 11-md-2262 (S.D.N.Y)***
CCMS serves as class counsel for exchange trader plaintiffs in claims involving manipulation in violation of the Commodity Exchange Act against many of the world's largest financial institutions.



- ***Hershey/Kohen v. Pacific Investment Management Co. LLC, No. 05 C 4681 (N.D. Ill.)***
As liaison and class counsel in action arising from PIMCO's manipulation of 10-year treasury notes futures traded on the Chicago Board of Trade, CCMS helped secure a \$118 million settlement for the class.
- ***In re Crude Oil Commodity Futures Litig., No. 11-cv-03600 (S.D.N.Y.)***
As class counsel in action arising from manipulation of NYMEX West Texas Intermediate grade crude oil futures contracts, CCMS expended significant resources assisting the class with investigation and discovery. The collective efforts resulted in a \$16.5 million settlement for the class.
- ***In re Foreign Exchange Benchmark Rates Antitrust Litig., 13-cv-7789 (S.D.N.Y.)***
As class counsel in this action arising from manipulation of foreign exchange rates by international banks and others, CCMS has devoted significant resources toward investigation, discovery, and allocation of more than \$2 billion in settlements for the class.
- ***In re Sumitomo Copper Litig., 96 Civ. 4584(MP) (S.D.N.Y.)***
As class counsel in action arising out of manipulation of the world copper market, CCMS helped achieve settlements aggregating \$134.6 million. In awarding attorneys' fees, Judge Milton Pollack noted that it was "the largest class action recovery in the 75 plus year history of the Commodity Exchange Act." 74 F. Supp. 2d 393 (S.D.N.Y. Nov. 15, 1999).
- ***In re Soybean Futures Litig., No. 89 C 7009 (N.D. Ill.)***
As class counsel in this action against Ferruzzi Finanziaria SpA and related companies for unlawfully manipulating the soybean futures market, CCMS helped recover a \$21.5 million settlement.
- ***Lawrence E. Jaffe Pension Plan v. Household International, Inc., No. 1:02-cv-05893 (N.D. Ill.)***
Securities fraud class action. CCMS served as local counsel and helped recover a settlement of approximately \$1.6 billion.
- ***In re Kaiser Group International, Case No. 00-2263 (Bankr. D. Del.)***
On December 7, 2005, Chief Judge Mary F. Walrath of the United States Bankruptcy Court for the District of Delaware granted final approval to a settlement that produced 175,000 shares of common stock for a class of former shareholders of ICT Spectrum Constructors, Inc. (a company that merged with ICF Kaiser Group International and ICF Kaiser Advanced



Technology in 1998). The settlement followed Judge Joseph J. Farnan's ruling which upheld the Bankruptcy Court's decision to award common stock of the new Kaiser entity (Kaiser Group Holdings, Inc.) to the Class of former Spectrum shareholders based on contractual provisions within the merger agreement. See *Kaiser Group International, Inc. v. James D. Pippin (In re Kaiser Group International)*, 326 B.R. 265 (D. Del. 2005).

- ***Danis v. USN Communications, Inc., No. 98 C 7482 (N.D. Ill.)***
Securities fraud class action arising out of the collapse and eventual bankruptcy of USN Communications, Inc. On May 7, 2001, the court approved a \$44.7 million settlement with certain control persons and underwriters. Reported decisions: 73 F. Supp. 2d 923 (N.D. Ill. 1999); 189 F.R.D. 391 (N.D. Ill. 1999); 121 F. Supp. 2d 1183 (N.D. Ill. 2000).
- ***In re Insurance Brokerage Antitrust Litig., MDL No. 1663 (D.N.J.)***
CCMS served as Co-Lead Counsel for plaintiffs in this class case alleging that insurance brokers and insurers conspired to allocate customers in a complicated scheme to maximize their own revenues at the expense of class members. The litigation concluded in 2013 with final approval of the last of five separate settlements that, in total, exceeded \$270 million. Judge Cecchi observed that "Class counsel include notably skilled attorneys with experience in antitrust, class actions and RICO litigation." *In re Insurance Brokerage Antitrust Litig.*, 297 F.R.D. 136, 153 (D.N.J. 2013); see also *In re Insurance Brokerage Antitrust Litig.*, MDL No. 1663, 2007 WL 1652303, at *6 (D.N.J. June 5, 2007).
- ***VisaCheck/MasterMoney Antitrust Litig., Master File No. 96-5238 (E.D.N.Y.)***
CCMS's client, Burlington Coat Factory Warehouse, and the other plaintiffs, alleged that Visa and MasterCard violated the antitrust laws by forcing retailers to accept all of their branded cards as a condition of acceptance of their credit cards. The parties entered into settlement agreements that collectively provided for the payment of over \$3.3 billion, plus widespread reforms and injunctive relief.
- ***In Re VisaCheck/MasterMoney Antitrust Litig., Master File No. 96-5238 (E.D.N.Y.)***
CCMS's client, Burlington Coat Factory Warehouse, and the other plaintiffs, alleged that Visa and MasterCard violated the antitrust laws by forcing retailers to accept all of their branded cards as a condition of acceptance of their credit cards. The parties entered into settlement agreements that



collectively provided for the payment of over \$3.3 billion, plus widespread reforms and injunctive relief.

- ***In re National Collegiate Athletic Association Athletic Grant-in-Aid Cap Antitrust Litig., No. 4:14-md-02541 (N.D. Cal.)***

CCMS represented a former Division 1 college basketball player in this antitrust litigation challenging the cap imposed by the NCAA on grant-in-aid packages. The efforts of the firm and its co-counsel resulted in certification of an injunctive class and a settlement of \$209 million.

- ***Kamakahi v. American Society for Reproductive Medicine, No. 3:11-cv-01781 (N.D. Cal.)***

CCMS served as Co-Lead Counsel in a cutting edge antitrust case challenging the legality of ethical guidelines promulgated by two professional associations that limited the compensation members were permitted to pay to women providing donor services for in-vitro fertilization. Without the benefit of a parallel government case or investigation, CCMS achieved a groundbreaking settlement that required defendants to eliminate the compensation caps and to refrain from imposing similar caps in the future.

- ***In re New Motor Vehicles Canadian Export Antitrust Litig., MDL No. 1532 (D. Me.)***

CCMS served as Class Counsel in multidistrict litigation alleging that automobile manufacturers and other parties conspired to prevent lower priced new motor vehicles from entering the American market thereby artificially inflating prices. The court approved a \$37 million settlement with Toyota and the Canadian Automobile Dealers' Association.

- ***In re TriCor Indirect Purchaser Antitrust Litig., No. 05-360 (D. Del)***

CCMS served as Lead Counsel for consumer and third-party payor plaintiffs who alleged that defendants engaged in unlawful monopolization in the market for fenofibrate products, which are used to treat high cholesterol and high triglyceride levels. The court approved to a \$65.7 million settlement (an amount that excludes an initial payment to opt-out insurance companies).



- ***In re Prandin Direct Purchaser Antitrust Litig., Civ. No. 10-12141 (E.D. Mich.)***

CCMS served as Co-Lead counsel for a plaintiff class of direct purchasers of the prescription drug repaglinide, which is manufactured and marketed by Novo Nordisk under the brand-name Prandin. Plaintiffs alleged that Novo Nordisk blocked FDA approval of generic versions of the drug by wrongfully manipulating the language of the “use code” filed with the FDA in connection with a method of use patent. The court approved a \$19 million settlement.

- ***In Re Restasis (Cyclosporine Ophthalmic Emulsion) Antitrust Litigation, MDL No. 2819 (E.D.N.Y)***

CCMS is a member of the Executive Committee representing a putative class of indirect purchasers of Restasis, an eye-drop used to treat dry-eye syndrome, and allege that Defendant Allergan engaged in various anticompetitive activities to illegally prolong the life of its patents over Restasis, and to otherwise forestall the entry of generic competition into the cyclosporine market.

- ***In re Disposable Contact Lens Antitrust Litigation, MDL No. 2626 (M.D. Fla.)***

CCMS served on the Defendant Discovery Committee, which was tasked with overseeing all aspects of discovery pertaining to Defendants, who are alleged to have conspired to implement retail price maintenance agreements intended to inflate the prices of disposable contact lenses to supracompetitive levels. The district court certified several horizontal and vertical nationwide antitrust classes, and settlements recovering \$118 million for consumers have been reached.

- ***In re Automotive Parts Antitrust Litig., MDL No. 2311 (E.D. Mich.)***

CCMS has served as a member of Plaintiffs’ Executive Committee representing the end-payor class in one of the largest civil antitrust actions in US history. As a member of the Executive Committee, CCMS has played an important role in this groundbreaking litigation in which plaintiffs have recovered over \$1 billion on behalf of end-payor consumers and businesses who allege they purchased or leased new automobiles at prices that were artificially inflated as a result of automotive component manufacturers’ anticompetitive conduct.



- ***Nichols v. SmithKline Beecham Corp., No. Civ.A.00-6222 (E.D. Pa.)***
CCMS served as Co-Lead Counsel for consumers and third-party payors who alleged that the manufacturer of the brand-name antidepressant Paxil misled the U.S. Patent Office into issuing patents that protected Paxil from competition from generic substitutes. The court approved a \$65 million class action settlement for the benefit of consumers and third-party payors who paid for Paxil.
- ***In re Relafen Antitrust Litig. No. 01-12239 (D. Mass.)***
The court approved a \$75 million class action settlement for the benefit of consumers and third-party payors who paid for branded and generic versions of the arthritis medication Relafen. In certifying an exemplar class of end-payors, the court singled out our Firm as experienced and vigorous advocates. See *In re Relafen Antitrust Litig.*, 221 F.R.D. 260, 273 (D. Mass. 2004). In the opinion granting final approval to the settlement, the court commented that “Class counsel here exceeded my expectations in these respects [*i.e.*, experience, competence, and vigor] in every way.” *In re Relafen Antitrust Litig.*, 231 F.R.D. 52, 85 (D. Mass. 2005); see also *id.* at 80 (“The Court has consistently noted the exceptional efforts of class counsel.”).
- ***In re Warfarin Sodium Antitrust Litig., MDL 98-1232 (D. Del.)***
Multidistrict class action on behalf of purchasers of Coumadin, the brand-name warfarin sodium manufactured and marketed by DuPont Pharmaceutical Company. Plaintiffs alleged that the defendant engaged in anticompetitive conduct that wrongfully suppressed competition from generic warfarin sodium. The Court approved a \$44.5 million settlement.
- ***In re Cardizem CD Antitrust Litig., MDL No. 1278 (E.D. Mich.)***
Multidistrict class action on behalf of purchasers of Cardizem CD, a brand-name heart medication. Plaintiffs alleged that an agreement between the brand manufacturer and a generic manufacturer unlawfully stalled generic competition. The court approved an \$80 million settlement for the benefit of consumers, third-party payors and state attorneys general.
- ***In re Synthroid Marketing Litig., MDL No. 1182 (N.D. Ill.)***
This multidistrict action arose out of alleged unlawful activities with respect to the marketing of Synthroid, a levothyroxine product used to treat thyroid disorders. The court approved a consumer settlement in the amount of \$87.4 million.



Consumer Class Actions

- ***Skeen v. BMW of N. Amer., LLC, No. 13-cv-1531 (D.N.J.)***
CCMS served as co-lead counsel in an action brought on behalf of owners of certain MINI Cooper-brand vehicles that contained a latent defect in a part of the engine known as the “timing chain tensioner” which caused the part to fail prematurely, eventually requiring replacement of that part or the entire engine. Following extensive discovery and mediation, the parties reached a global settlement on behalf of a nationwide class of vehicle owners. The efforts of the firm and its co-lead counsel resulted in a settlement which significantly extended warranty coverage, and reimbursed vehicle owners for tens of millions of dollars in out-of-pocket expenses incurred for repair and/or replacement.
- ***Ponzo v. Watts Regulator Company, No. 1:14-cv-14080 (D. Mass.); Klug v. Watts Regulator Company, No. 15-cv-00061 (D. Neb.)***
These consumer class cases, first brought by CCMS (D. Mass.) addressed defective water heater and “Floodsafe” branded connectors. The plaintiffs in both cases alleged that the water heater connectors were made of a material that would break down during regular use, causing leaks and ruptures that flooded class members’ homes. The efforts of the firm and its co-lead counsel resulted in a settlement that provides \$14 million to affected homeowners.
- ***Hough v. Navistar, Inc., No. 20-cv-00063 (D. Colo.)***
CCMS served as co-lead counsel in action arising out of a data breach of Navistar’s computer systems that resulted in a settlement that provided \$1.25 million to affected current and former employees, as well as significant non-monetary compensation.
- ***Bromley v. SXSW LLC, No. 20-cv-439 (W.D. Tex.)***
CCMS served as co-lead counsel in action securing an uncapped settlement entitling class members to refunds in connection with a canceled festival.
- ***Compo v. United Airlines, Inc., et al., No. 1:20-cv-02166 (N.D. Ill.)***
CCMS serves as interim co-lead counsel in action alleging United has wrongfully refused to issue refunds for flights cancelled as a direct and proximate result of the COVID-19 crisis.



- ***Traxler v. PPG Industries, Inc., No. 15-cv-00912 (N.D. Ohio)***
CCMS served as lead counsel in this action challenging defective deck resurfacing products. The products peeled, cracked, and damaged the surfaces to which they were applied. In February 2017 the parties reached an agreement in principle to settle the case on behalf of a nationwide class. The efforts of the firm and its co-counsel resulted in a settlement that provides \$6.5 million to affected homeowners.
- ***In re Apple iPhone/iPod Warranty Litig., No. 3:10-cv-01610 (N.D. Cal.)***
This case challenged Apple’s policy of denying warranty claims based on liquid contact indicators located in headphone jacks and dock connector ports of iPhones and iPod touches. Similar class actions were subsequently filed in federal courts on behalf of Apple consumers. CCMS helped negotiate and achieve a \$53 million settlement of the state and federal cases.
- ***In re Volkswagen “Clean Diesel” Marketing, Sales Practices and Prod. Liability Litig., MDL No. 2672 (N.D. Cal.)***
CCMS worked closely with lead counsel and other class counsel in this class case challenging unlawful actions by the manufacturer defendants to mask the actual diesel emission levels in various vehicle makes and models. Judge Breyer approved a class settlement with defendants worth billions of dollars.
- ***In re Takata Airbag Prod. Liability Litig., MDL No. 2599 (S.D. Fla.)***
CCMS represents six named Class Plaintiffs and has been and continues to work closely with lead counsel on this multi-billion dollar case involving defective airbags installed in tens of millions of affected vehicles manufactured by most major manufacturers. Class settlements with Honda and BMW providing class members with hundreds of millions of dollars and substantial programmatic relief have been finally approved and are the subject of pending appeals.
- ***In re General Motors Corp. Air Conditioning Marketing and Sales Practices Litig., MDL No. 2818 (E.D. Mich.)***
After conducting a significant pre-suit investigation, CCMS filed the first class action in the Eastern District of Michigan seeking relief on behalf of owners of GM vehicles suffering from a defect in the air conditioning system which typically results in total system failure, necessitating significant repairs thereto. Since commencing the action, CCMS has communicated



with dozens of affected consumers and worked with GM assess the scope and nature of an extended warranty program GM implemented in a purported effort to resolve the claims of certain vehicle owners. On April 11, 2018, the Court appointed CCMS co-lead counsel.

- ***Squires et al., v. Toyota Motor Corp., et al., No. 18-cv-00138 (E.D. Tex.)***
CCMS investigated, originated and filed the first and only consumer class action brought on behalf of owners of multi-model year Toyota Prius vehicles that suffer from a defect that causes windshields to crack and fail in ordinary and foreseeable driving conditions. Plaintiffs allege that Defendants have breached express and implied warranties, and have violated the consumer protection statutes of various States.
- ***Gonzalez, et al., v. Mazda Motor Corp., et al., No. 16-cv-2087 (N.D. Cal.)***
CCMS is lead counsel in a consumer class action brought on behalf of owners of Model Year 2010-15 Mazda3 vehicles with defective clutch assemblies that cause them to prematurely fail. Plaintiffs allege that Defendants have breached express and implied warranties, and have violated the consumer protection statutes of various states. See, e.g., *Gonzalez v. Mazda Motor Corp.*, No. 16-CV-02087-MMC, 2017 WL 345878 (N.D. Cal. Jan. 5, 2017) (denying and granting in part Defendants' motion to dismiss).
- ***Albright v. The Sherwin-Williams Company, No. 17-cv-02513 (N.D. Ohio)***
CCMS is serving as Co-Lead Counsel in this class action concerning deck resurfacing products sold under the Duckback and SuperDeck brand names. Plaintiffs allege that defendants have breached express and implied warranties, and have violated the consumer protection statutes of various states.
- ***Anderson v. Behr Process Corp., No. 1:17-cv-08735 (N.D. Ill.)***
CCMS is serving as Co-Lead Counsel in this class action brought on behalf of purchasers of various deck coating products from 2012 through the present. After many months of mediation and settlement negotiations, and successfully opposing efforts by other plaintiffs and firms to have the JPML centralize pending cases, the parties have agreed to a proposed Class settlement which will provide substantial valuable monetary relief to Class members to refund the cost of product purchased as well as compensate



them for damage to their decks and the costs of restoring and repairing the same.

- ***Bergman v. DAP Products, Inc., No. 14-cv-03205 (D. Md.)***

CCMS served as lead counsel in this class action on behalf of consumers who purchased various models of “XHose” garden hoses, which were flexible outdoor hoses that were predisposed to leaking, bursting, seeping, and dripping due to design defects. The court approved a nationwide settlement providing hundreds of thousands of consumer class members with the opportunity to recover a substantial portion of their damages.

- ***In re Midway Moving & Storage, Inc.’s Charges to Residential Customers, No. 03 CH 16091 (Cir. Ct. Cook Cty., Ill.)***

A class action on behalf of customers of Illinois’ largest moving company. A litigation class was certified and upheld on appeal. See Ramirez v. Midway Moving and Storage, Inc., 880 N.E.2d 653 (Ill. App. 2007). On the eve of trial, the case settled on a class-wide basis. The court stated that CCMS is “highly experienced in complex and class action litigation, vigorously prosecuted the Class’ claims, and achieved an excellent Settlement for the Class under which Class members will receive 100% of their alleged damages.”

- ***Walter Cwietniewicz d/b/a Ellis Pharmacy, et al. v. Aetna U.S. Healthcare, June Term, 1998, No. 423 (Pa. Common Pleas)***

On May 25, 2006, the court granted final approval to a settlement of a class action brought on behalf of pharmacies that participated in U.S. Healthcare’s capitation program seeking to recover certain required semi-annual payments. At the final approval hearing, the court found that “this particular case was as hard-fought as any that I have participated in” and with respect to the Class’s reaction to the settlement achieved as a result of our firm’s work: “. . . a good job, and the reason there should be no objection, they should be very very happy with what you have done.”

- ***Davitt v. American Honda Motor Co., Inc., No. 13-cv-381 (D.N.J.)***

CCMS served as plaintiffs’ counsel in a class action brought on behalf of owners of 2007-09 Honda CRV vehicles that suffered from a defect that predisposed the door-locking mechanisms to premature failure. Following extensive dismissal briefing, discovery and mediation, the parties arrived at a global settlement that provided class members with extended warranty



coverage for the defect and reimbursement of out-of-pocket expenses incurred in connection therewith.

- ***Sabol v. Ford Motor Company, No. 2:14-cv-06654 (E.D. Pa.)***

CCMS served as Lead Counsel in this class case brought on behalf of owners of various model 2010-2015 Ford, Volvo and Land Rover vehicles allegedly including a defect in certain Ecoboost engines. Defendant claimed it addressed and repaired the problem through a series of recalls and repairs. After briefing summary judgment and class certification, and several years of hard fought litigation, including substantial discovery, the parties entered into a settlement providing substantial monetary and other relief.

- ***Lax v. Toyota Motor Corp., No. 14-cv-1490 (N.D. Cal.)***

CCMS served as class counsel in an action brought on behalf of owners of certain Toyota-brand vehicles that contained a defect which caused vehicles to consume oil at accelerated rates, often resulting in catastrophic engine failure. Following extensive discovery and mediation, the parties reached a private settlement following Toyota's implementation of an extended warranty and reimbursement program for affected vehicles. ECF No. 82.



Individual Biographies

PARTNERS



PATRICK E. CAFFERTY graduated from the University of Michigan, with distinction, in 1980 and obtained his J.D., *cum laude*, from Michigan State University College of Law in 1983. From 1983 to 1985, he served as a prehearing attorney at the Michigan Court of Appeals and as a Clerk to Judge Glenn S. Allen, Jr. of that Court. Mr. Cafferty is an experienced litigator in matters involving antitrust, securities, commodities, and the pharmaceutical industry. In 2002, Mr. Cafferty was a speaker at a forum in Washington

D.C. sponsored by Families USA and Blue Cross/Blue Shield styled “Making the Drug Industry Play Fair.” At the Health Action 2003 Conference in Washington D.C., Mr. Cafferty was a presenter at a workshop titled “Consumers’ Access to Generic Drugs: How Brand Manufacturers Can Derail Generic Drugs and How to Make Them Stay on Track.” In 2010, Mr. Cafferty made a presentation on indirect purchaser class actions at the American Antitrust Institute’s annual antitrust enforcement conference. See *Indirect Class Action Settlements* (Am. Antitrust Inst., Working Paper No. 10-03, 2010). Mr. Cafferty is admitted to the state bars of Michigan and Illinois, and holds several federal district and appellate court admissions. Mr. Cafferty has attained the highest rating, AV®, from Martindale-Hubbell and is a top rated SuperLawyer®.



BRYAN L. CLOBES is a 1988 graduate of the Villanova University School of Law and received his undergraduate degree from the University of Maryland. Mr. Clobes clerked for Judge Arlin M. Adams of the United States Court of Appeals for the Third Circuit, Judge Mitchell H. Cohen of the United States District Court for the District of New Jersey, and Judge Joseph Kaplan of the Maryland Circuit Court in Baltimore. From 1989 through June, 1992, Mr. Clobes served as

Trial Counsel to the Commodity Futures Trading Commission in Washington, D.C. Mr. Clobes has served as lead counsel in many of the firm’s class cases covering all areas of the firm’s practice, and is widely recognized as an expert in class action litigation. Mr. Clobes has authored briefs filed with the Supreme Court in



a number of class cases, served as a panelist for class action, consumer and antitrust CLE programs, has sustained and maintained the highest rating, AV®, from Martindale-Hubbell, and has been named a “Super Lawyer” for the past twelve years. Mr. Clobes is admitted to the bar in New Jersey and Pennsylvania, and admitted to practice in several federal district and appellate court admissions.



DANIEL O. HERRERA received his law degree, *magna cum laude*, and his MBA, with a concentration in finance, from the University of Illinois at Urbana-Champaign in 2008. Mr. Herrera received his bachelor’s degree in economics from Northwestern University in 2004. Mr. Herrera joined CCMS as an associate in 2011 and is resident in its Chicago, Illinois Office. Since joining CCMS, Mr. Herrera has successfully prosecuted a wide range of antitrust, consumer and commodities class action. Prior to

joining CCMS, Mr. Herrera was an associate in the trial practice of Mayer Brown LLP, a Chicago-based national law firm, where he defended corporations in securities and antitrust class actions, as well as SEC and DOJ investigations and enforcement actions. Mr. Herrera also routinely handled commercial matters on behalf of corporate clients. Mr. Herrera is licensed to practice in Illinois and holds several federal district and appellate court admissions.



ELLEN MERIWETHER received her law degree from George Washington University, *magna cum laude*, in 1985. She was a member of the *George Washington Law Review* and was elected to the Order of the Coif. Ms. Meriwether received a B.A. degree, *with highest honors*, from LaSalle University in 1981. Ms. Meriwether is on the Board of Directors of the American Antitrust Institute (AAI), is Editorial Board Co-Chair of ANTITRUST, a publication by the section of Antitrust Law of the American Bar Association and serves as

Vice-Chair of the Board of Directors of the Public Interest Law Center, in Philadelphia. Since 2010, Ms. Meriwether has been included in the US News and World Report Publication of “Best Lawyers in America” in the field of Antitrust. She has been named a “Pennsylvania Super Lawyer” since 2005 and has attained the highest rating, “AV”, from Martindale-Hubbell. She is a frequent presenter on topics relating to complex, class action and antitrust litigation and has published a number of articles on subjects relating to class actions and antitrust litigation,



including, among others: “The Fiftieth Anniversary of Rule 23: Are Class Actions on the Precipice?,” *Antitrust*, (Vol. 30, No. 2, Spring 2016); “Motorola Mobility and the FTAIA: If Not Here, Then Where?,” *Antitrust*, Vo. 29, No.2 Spring 2015); “*Comcast Corp. v. Behrend*: Game Changing or Business as Usual?,” *Antitrust*, (Vol. 27, No. 3, Summer 2013). Links to these articles and others authored by Ms. Meriwether can be found on the firm’s website. Ms. Meriwether is admitted to the bar of Supreme Court of Pennsylvania and is admitted in a number of federal district court and appellate court jurisdictions.



NYRAN ROSE RASCHE received her undergraduate degree *cum laude* from Illinois Wesleyan University in 1995, was awarded a graduate teaching fellowship for law school, and earned her law degree from the University of Oregon School of Law in 1999. Following law school, Ms. Rasche served as a law clerk to the Honorable George A. Van Hoomissen of the Oregon Supreme Court. She is the author of *Protecting Agricultural Lands: An Assessment of the Exclusive Farm Use Zone System*, 77 *Oregon Law Review* 993 (1998) and *Market Allocation through Contingent Commission Agreements: Strategy and Results in In re Insurance Brokerage Antitrust Litigation* (with Ellen Meriwether), *The Exchange: Insurance and Financial Services Developments* (Spring 2015). Since joining CCMS, Ms. Rasche has successfully prosecuted a wide range of antitrust, consumer class, securities and commodities class actions. Ms. Rasche has been admitted to practice in the state courts of Oregon and Illinois, as well as the United States District Courts for the Northern District of Illinois, the Southern District of Illinois, and the District of Colorado. She is also a member of the American and Chicago Bar Associations.



JENNIFER WINTER SPRENGEL received her law degree from DePaul University College of Law, where she was a member of the DePaul University Law Review. Her undergraduate degree was conferred by Purdue University. Ms. Sprengel is an experienced litigator in matters involving commodities, antitrust, insurance and the financial industries. In addition, Ms. Sprengel is a committee member of the Seventh Circuit Electronic eDiscovery Pilot Program and is a frequent speaker regarding issues of discovery. Links to some of her presentations and articles can be found on the firm’s website. She also



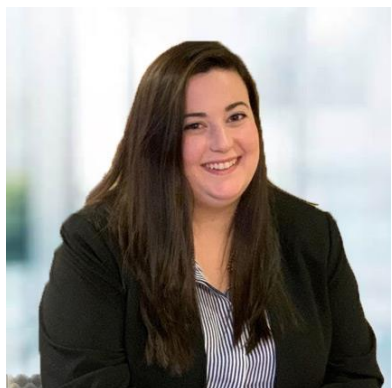
serves as co-chair of the Antitrust Law subcommittee of the ABA Class Action and Derivative Suits committee. She is admitted to practice law in Illinois, holds several federal district and appellate court admissions, and has attained the highest rating, AV®, from Martindale-Hubbell. Ms. Sprengel serves as the managing partner of the Firm.



NICKOLAS J. HAGMAN received his undergraduate degree, *magna cum laude*, from the University of Minnesota in 2008. Mr. Hagman earned his law degree from Marquette University Law School, *cum laude*, in 2013, with a Certificate in Litigation. During law school, Mr. Hagman served as an associate editor of the Marquette Law Review, was a member of the Pro Bono Society, and worked as an intern for the late Wisconsin Supreme Court Justice N. Patrick Crooks, and current Wisconsin Supreme Court

Justice Rebecca Dallet. Following law school, Mr. Hagman served as a judicial clerk in the Milwaukee County Circuit Court for two years. Prior to joining CCMS in 2019, Mr. Hagman was an associate at a plaintiff-side consumer class action firm for five years. Mr. Hagman is licensed to practice in Illinois and Wisconsin, and before the United State District Courts for the Northern District of Illinois, the Eastern District of Wisconsin, and the District of Colorado. Mr. Hagman currently serves as the Vice Chair of the Chicago Bar Association Class Action Committee, having previously served on the board of the Class Action Committee.

ASSOCIATES



KAITLIN NAUGHTON received her law degree from the George Washington University Law School in 2019, where she served as managing editor for the *George Washington Journal of Energy & Environmental Law*. Ms. Naughton earned her bachelor's degree in political science and sociology with distinction from Purdue University in 2015. Ms. Naughton joined CCMS in 2019 and is resident in its Chicago, Illinois office. She is licensed to practice in Illinois and before the United State District Court for the Northern District of Illinois.



ALEXANDER SWEATMAN earned his law degree from the University of Notre Dame Law School in 2019, where he served as Managing Notes Editor for the *Notre Dame Journal of Legislation*. While in law school, Mr. Sweatman served as a judicial extern for the Honorable Thomas Donnelly in the Circuit Court of Cook County and participated in Notre Dame's Public Defender Externship where he represented juveniles in initial hearings, sentencing proceedings, and probation modification hearings. Mr. Sweatman graduated *summa cum laude* from Wheaton College in 2016. Mr. Sweatman joined CCMS in 2021. He is a member of the Chicago Bar Association in the Antitrust Law Section and Civil Practice and Procedure Committee.



ALEX LEE graduated *cum laude* from the University of Illinois College of Law in 2020. While at law school, he was a staff writer for the *Illinois Business Law Journal* and served in the Illinois Innocence Project where he worked to investigate and exonerate wrongfully convicted individuals in Illinois. Mr. Lee received his BA in political science from Boston College in 2017. While at university, Mr. Lee worked in special needs education for three years. Alex Lee joined Cafferty Clobes' Chicago office as an associate attorney in 2023. Prior to joining Cafferty Clobes, Mr. Lee worked at several law firms in Chicago and Champaign and worked on cases in consumer law, employment law, civil rights, commercial litigation, and complex litigation.

SENIOR COUNSEL



DOM J. RIZZI received his B.S. degree from DePaul University in 1957 and his J.D. from DePaul University School of Law in 1961, where he was a member of the *DePaul University Law Review*. From 1961 through 1977, Judge Rizzi practiced law, tried at least 39 cases, and briefed and argued more than 100 appeals. On August 1, 1977, Judge Rizzi was appointed to the Circuit Court of Cook County by the Illinois Supreme Court. After serving as circuit court judge for approximately one year, Judge Rizzi was elevated to the Appellate Court of Illinois, First District, where he served from 1978 to 1996. Judge Rizzi became counsel to the firm in October 1996.

Exhibit 5

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10 Attorneys for Plaintiff Jenale Nielsen &
11 the Proposed Class

12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**

15 JENALE NIELSEN, individually and on
16 behalf of others similarly situated,

17 Plaintiff,

18 vs.

19 WALT DISNEY PARKS AND
20 RESORTS U.S., INC., a Florida
21 Corporation, and DOES 1 through 10,
22 inclusive,

23 Defendants.

Case No.: 8:21-cv-02055-DOC-ADS

**DECLARATION OF JENALE
NIELSEN IN SUPPORT OF
PLAINTIFF'S MOTION FOR
ATTORNEYS' FEES, COSTS,
AND A SERVICE AWARD**

Hearing Date: February 20, 2023
Time: 8:30 A.M.
Judge: Hon. David O. Carter
Courtroom: 9D

1 I, Jenale Nielsen, hereby declare as follows:

2 1. I have personal knowledge of all of the facts set forth herein. If called
3 as a witness, I could and would competently testify thereto. I am the Plaintiff in this
4 case.

5 2. I voluntarily undertook the burdens and risks associated with this lawsuit
6 to seek compensation for myself and others who purchased Dream Key passes from
7 Defendant Walt Disney Parks and Resorts U.S., Inc. (“WDPR”) in 2021. I understood
8 that being a plaintiff in this case would mean having my name in a publicly filed
9 complaint and ongoing engagement with my legal team. I also understood that I
10 would be required to participate in discovery, including collecting and producing
11 documents, responding to interrogatories, and giving a deposition. I also knew that I
12 might need to participate in a trial in and, because this case was brought as a class
13 action, I would need to act, at all times, in the best interest of the Class, including in
14 any mediation or settlement.

15 3. I have participated actively in this lawsuit since it was filed in 2021. In
16 my role as a class representative, I have followed the status and progress of the case
17 and met with counsel in person and via video conference. I have also communicated
18 with my lawyers by phone and e-mail to stay informed and to discuss Disney’s
19 defenses, the amendments to my complaint, discovery requests and responses, the
20 district court’s rulings, and litigation strategy, including during the mediation and
21 settlement negotiations. I will continue to do so during the settlement approval
22 process, as needed.

23 4. Among other tasks, I aided counsel in drafting the complaint and
24 subsequent amendments thereto. I also searched for, preserved, and provided to
25 counsel any documents that were pertinent to the case, and worked with counsel to
26 respond to written discovery requests. Additionally, I prepared for deposition and I
27 then attended my deposition in person in Los Angeles. I have spent a significant
28 amount of time, energy, and effort litigating and assisting my counsel in this case.

