

**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.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>Do Nothing</b>	To accept the Settlement and receive payment from the Settlement Fund, <b><i>you do not have to do anything.</i></b> If the Court approves the Settlement, the Settlement Administrator will send an email to your last known email address from <a href="mailto:noreply@epiqpay.com">noreply@epiqpay.com</a> 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.
<b>Ask to be Excluded</b>	You may exclude yourself from the Settlement. If you do so, you will <b><u>not</u></b> 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 <b>January 15, 2024.</b>
<b>Object</b>	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 <b>January 15, 2024.</b>

- 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](http://DreamKeySettlement.com).**

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## 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](http://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](http://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](mailto: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](http://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](http://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;

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- 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 <b>Cafferty Clobes Meriwether &amp; Sprengel LLP</b> 135 S. LaSalle Street, Suite 3210 Chicago, IL 60603  Daniel J. Muller Anthony F. Ventura <b>Ventura Hersey &amp; Muller, LLP</b> 1506 Hamilton Avenue San Jose, California 95125	Alan Schoenfeld <b>Wilmer Cutler Pickering Hale and Dorr LLP</b> 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](http://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](http://DreamKeySettlement.com).**