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FILED
Superior Court of California
County of Los Angeles

JUN 29 2021

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN THE COUNTY OF LOS ANGELES

FAXED

KYNDAL CHRISTOFFERSON, NATALIE
GERACE, AND ERIN RATELLE,
individually and on behalf of all others
similarly situated,

Case No. 19STCV11000

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Plaintiffs,

(COMPLEX LITIGATION
PROGRAM-CLASS ACTIONS)

v.

CREATION ENTERTAINMENT, INC.,

Case Assigned for All purposes to
Judge Elihu M. Berle

Defendant.

DEPT.: 6

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Room 106

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1 On March 8, 2021, the Court entered an order granting preliminary approval (the
2 “Preliminary Approval Order”) to the January 15, 2021 First Amended Settlement Agreement and
3 Release (“Settlement Agreement”) between Plaintiffs Kyndal Christofferson, Natalie Gerace and
4 Erin Ratelle, individually and on behalf of the Settlement Class (as defined below) and Defendant
5 Creation Entertainment, Inc. (“Creation”).¹

6 Commencing on March 24, 2021, pursuant to the notice requirements in the Settlement
7 Agreement and the Preliminary Approval Order, CPT Group (the “Claims Administrator”) provided
8 Notice to Settlement Class Members in compliance with Section IV of the Settlement Agreement
9 and the Notice Program, due process, and California Rules of Court, rule 3.769. The notice:

10 (a) fully and accurately informed Settlement Class Members about the Litigation and the
11 existence and terms of the Settlement Agreement;

12 (b) advised Settlement Class Members of their right to request exclusion from the Settlement
13 and provided sufficient information so that Settlement Class Members were able to decide
14 whether to accept the benefits offered, opt out and pursue their own remedies, or object to
the proposed Settlement;

15 (c) provided procedures for Settlement Class Members to file written objections to the
16 proposed settlement, to appear at the Final Approval Hearing, and to state objections to the
proposed Settlement; and

17 (d) provided the time, date, and place of the Final Approval Hearing.

18 On June 24, 2021, the Court held a Final Approval Hearing to determine whether the
19 proposed Settlement is fair, reasonable and adequate and whether judgment should be entered. The
20 Court reviewed (a) the Motion for Final Approval (the “Motion”) and all supporting materials,
21 including but not limited to the Settlement Agreement; (b) any objections filed with or presented to
22 the Court; and (c) the Parties’ responses to any objections. The Court also considered the oral
23 argument of counsel and any objectors who appeared. Based on this review and the findings below,
24 the Court finds good cause to grant the Motion.

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27 ¹ Capitalized terms used in this Final Approval Order shall have the same meaning as defined
28 in the Settlement Agreement unless otherwise expressly stated.

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IT IS HEREBY ORDERED:

1. The Court has jurisdiction over the subject matter of this Litigation, all claims raised therein, and all Parties thereto, including the Settlement Class.

2. The Settlement Agreement is fair, reasonable, adequate and in the best interests of Settlement Class Members. The Settlement Agreement was negotiated at arm's-length, in good faith and without collusion, by capable and experienced counsel, with full knowledge of the facts, the law, and the risks inherent in litigating the Litigation, and with the active involvement of the Parties. Moreover, the Settlement Agreement confers substantial benefits on the Settlement Class Members, is not contrary to the public interest, and will provide the Parties with repose from litigation. The Parties faced significant risks, expense, and uncertainty from continued litigation of this matter, which further supports the Court's conclusion that the Settlement is fair, reasonable, adequate and in the best interests of the Settlement Class Members.

3. The Court grants final approval of the Settlement Agreement in full, including but not limited to the releases therein and the procedures for distribution of the Settlement Fund. All Settlement Class Members who have not excluded themselves from the Settlement Class are bound by this Final Approval Order and Judgment ("Final Approval Order").

4. The Parties shall carry out their respective obligations under the Settlement Agreement in accordance with its terms. The relief provided for in the Settlement Agreement shall be made available to the various Settlement Class Members submitting valid Claim forms, pursuant to the terms and conditions in the Settlement Agreement. The Settlement Agreement is incorporated herein in its entirety as if fully set forth herein and shall have the same force and effect of an order of this Court.

OBJECTIONS AND REQUESTS FOR EXCLUSION

5. No Settlement Class Members have objected to any aspect of the Settlement. The Court has considered all objections and finds that they do not warrant or support rejection or non-approval of the Settlement. All objections are hereby overruled in all respects. All persons who did

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1 not object to the Settlement in the manner set forth in the Settlement Agreement are deemed to have
2 waived any objections, including but not limited to by appeal, collateral attack, or otherwise.

3 6. Attached hereto as **Exhibit A** is a list of persons who made valid and timely requests
4 to be excluded from the Settlement and the Settlement Class (the "Opt-Out Members"). The Opt-
5 Out Members are not bound by the Settlement Agreement and this Final Approval Order and shall
6 not be entitled to any of the benefits afforded to Settlement Class Members under the Settlement
7 Agreement.

8 **CERTIFICATION OF THE SETTLEMENT CLASS**

9 7. Solely for purposes of the Settlement Agreement and this Final Approval Order, the
10 Court hereby certifies the following Settlement Class:

11 all individuals residing in the United States who used a payment card to make a
12 purchase from Creation and whose Personal Information was accessed and/or
13 compromised by unauthorized individuals as part of the Security Incident.

14 8. The Court incorporates its preliminary conclusions in the Preliminary Approval
15 Order regarding the satisfaction of California Rules of Court, Rule 3.769. Because the Settlement
16 Class is certified solely for purposes of settlement, the Court need not address any issues of
17 manageability for litigation purposes.

18 9. The Court grants final approval to the appointment of Representative Plaintiffs
19 Kyndal Christofferson, Natalie Gerace and Erin Ratelle as the Class Representatives, and concludes
20 that they have fairly and adequately represented the Settlement Class and shall continue to do so.

21 10. The Court grants final approval to the appointment of the law firms of Wolf
22 Haldenstein Adler Freeman & Herz LLP, Chimicles Schwartz Kriner & Donaldson-Smith LLP and
23 Ahdoot & Wolfson, PC as Class Counsel. Class Counsel have fairly and adequately represented the
24 Settlement Class and shall continue to do so.

25 **NOTICE TO THE CLASS**

26 11. The Court finds that the Notice Program, set forth in the Settlement Agreement and
27 effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under
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1 the circumstances; (ii) was reasonably calculated to provide, and did provide, due and sufficient
2 notice to the Settlement Class regarding the existence and nature of the Litigation, certification of
3 the Settlement Class for settlement purposes only, the existence and terms of the Settlement
4 Agreement, and the rights of Settlement Class members to exclude themselves from the Settlement
5 Agreement, to object and appear at the Final Approval Hearing, and to receive benefits under the
6 Settlement Agreement; and (iii) satisfied the requirements of the California Code of Civil Procedure,
7 California Rules of Court, United States Constitution, and all other applicable law.

8 **ATTORNEYS' FEES AND COSTS, SERVICE AWARDS**

9 12. The Court awards Class Counsel \$313,500 in fees and reimbursement of
10 \$ 20,000 in costs. The Court finds these amounts to be fair and reasonable. Payment shall
11 be made from the Settlement Fund pursuant to the procedures in paragraph 9.3 of the Settlement
12 Agreement.

13 13. The Court awards Representative Plaintiffs Kyndal Christofferson, Natalie Gerace
14 and Erin Ratelle \$2,500.00 each as a service award. The Court finds this amount is justified by
15 their service to the Settlement Class. Payment shall be made from the Settlement Fund pursuant to
16 the procedures in paragraph 9.3 of the Settlement Agreement.

17 **RELEASE**

18 14. Each Settlement Class Member, including Representative Plaintiffs, are: (1) deemed
19 to have completely and unconditionally released, forever discharged and acquitted Creation and
20 the Released Persons from all claims arising out of or asserted in the Litigation and all Released
21 Claims released under the Settlement Agreement; and (2) barred and permanently enjoined from
22 asserting, instituting, or prosecuting, either directly or indirectly, these claims. The full terms of
23 the release described in this paragraph are set forth in Paragraphs 1.23-1.24 and 8.1 of the
24 Settlement Agreement and are specifically approved and incorporated herein by this reference (the
25 "Release"). In addition, Representative Plaintiffs are deemed to have waived (i) the provisions of
26 California Civil Code § 1542, which provides that a general release does not extend to claims that
27 the creditor does not know or suspect to exist in his or her favor at the time of executing the release,
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1 which if known by him or her must have materially affected his or her settlement with the debtor,
2 and (ii) any law of any state or territory of the United States that is similar, comparable, or
3 equivalent to California Civil Code § 1542.

4 15. The Settlement Agreement and this Final Approval Order apply to all claims or
5 causes of action settled under the Settlement Agreement, and binds Representative Plaintiffs and
6 all Settlement Class Members who did not properly request exclusion. The Settlement Agreement
7 and this Final Approval Order shall have maximum *res judicata*, collateral estoppel, and all other
8 preclusive effect in any and all causes of action, claims for relief, suits, demands, petitions, or any
9 other challenges or allegations that arise out of or relate to the subject matter of the Litigation and/or
10 the Complaint.

11 **OTHER PROVISIONS**

12 16. The Settlement Fund, consisting of nine hundred fifty thousand dollars and no cents
13 (\$950,000.00) shall be used to pay all Awards and payments to Settlement Class Members, costs of
14 Claims Administration, the Attorneys' Fees and Expenses Award to Class Counsel, and the
15 Representative Plaintiffs' Award.

16 17. If any money remains in the Settlement Fund after the payment of all Settlement
17 Payments to Settlement Class Members, costs of Claims Administration, the Attorneys' Fees and
18 Expenses Award to Class Counsel, and the Representative Plaintiffs' Award, the Court directs the
19 Parties and the Claims Administrator to distribute all such remaining funds to the *cy pres* recipient
20 named in Paragraph 7.6 of the Settlement Agreement. The Court finds that Public Justice, as the *cy*
21 *pres* recipient, will use the funds in a way that provides an indirect benefit to the Settlement Class
22 Members consistent with the Settlement Class Members' claims asserted in the Litigation.

23 18. The Settlement Agreement and this Final Approval Order, and all documents,
24 supporting materials, representations, statements and proceedings relating to the Settlement, are not,
25 and shall not be construed as, used as, or deemed evidence of, any admission by or against Creation
26 of liability, fault, wrongdoing, or violation of any law, or of the validity or certifiability for litigation
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1 purposes of the Settlement Class or any claims that were or could have been asserted in the
2 Litigation.

3 19. The Settlement Agreement and this Final Approval Order, and all documents,
4 supporting materials, representations, statements and proceedings relating to the Settlement shall
5 not be offered or received into evidence, and are not admissible into evidence, in any action or
6 proceeding, except that the Settlement Agreement and this Final Approval Order may be filed in
7 any action by Creation or the Settlement Class Members seeking to enforce the Settlement
8 Agreement or the Final Approval Order.

9 20. Consistent with Paragraph 10.2 of the Settlement Agreement, if the Effective Date
10 does not occur for any reason, the following will occur: (a) the Final Approval Order and Judgment
11 and all of their provisions, will be vacated, including, but not limited to the Attorneys' Fees and
12 Expenses Award and the Representative Plaintiffs' Award, and the Final Approval Order will not
13 waive, release or otherwise impact the Parties' rights or arguments in any respect; and
14 (b) the Litigation will revert to the status that existed before the Settlement Agreement's execution
15 date, and the Parties shall be restored to their respective positions in the Litigation as if the
16 Settlement Agreement had never been entered into. No term or draft of this Settlement Agreement
17 or any part of the Parties' settlement discussions, negotiations, or documentation will have any effect
18 or be admissible in evidence for any purpose in the Litigation.

19 21. Without affecting the finality of this Final Approval Order, the Court will retain
20 jurisdiction over this Litigation and the Parties with respect to the interpretation, implementation
21 and enforcement of the Settlement Agreement for all purposes.

22 *22. OSC re compliance with settlement is set for 7/28/22 at 8:30 am*
23 NOW, THEREFORE, the Court hereby enters judgment in this matter pursuant to
24 California Rules of Court, rule 3.769(h). *Report is due 7/18/22*

25 IT IS SO ORDERED:

26 Dated: June 29, 2021

27 
28 THE HONORABLE ELIHU M. BERLE
JUDGE OF THE SUPERIOR COURT

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EXHIBIT A

Christofferson, et al. v. Creation Entertainment, Inc.
Superior Court of the State of California, County of Los Angeles
Case No. 19STCV11000

Request for Exclusion List

CPT ID	Name
78203	Suzuki, Debra

07/01/2021