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Counsel for Plaintiffs

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

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

Plaintiffs,

v.

CREATION ENTERTAINMENT, INC.,

Defendant.

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ORIGINAL FILED
Superior Court of California
County of Los Angeles

MAR 08 2021

Sherri R. Carter, Executive Officer/Clerk

By Marisela Fregoso, Deputy

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Case No. 19STCV11000

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

(COMPLEX LITIGATION
PROGRAM-CLASS ACTIONS)

Case Assigned for All purposes to
Judge Elihu M. Berle

DEPT.: 6

1 This matter is before the Court on Plaintiffs' motion for preliminary approval of the proposed
2 class action settlement. Plaintiffs, individually and on behalf of the proposed Settlement Class, and
3 Defendant have entered into a First Amended Settlement Agreement and Release, dated January 15,
4 2021 ("Settlement Agreement") that, if approved, would settle the above-captioned litigation.
5 Having considered the motion, the Settlement Agreement together with all exhibits and attachments
6 thereto, the record in this matter, and the briefs and arguments of counsel, IT IS HEREBY
7 ORDERED as follows:

8 1. Unless otherwise defined herein, all terms that are capitalized herein shall have the
9 same meaning ascribed to those terms in the Settlement Agreement.

10 2. The Court has jurisdiction over this litigation, Representative Plaintiffs, Defendant,
11 and Settlement Class Members, and any party to any agreement that is part of or related to the
12 Settlement Agreement.

13 **PRELIMINARY APPROVAL**

14 3. The Court has reviewed the terms of the proposed Settlement Agreement, the
15 exhibits and attachments thereto, Plaintiffs' motion papers and briefs, and the declaration of counsel
16 and the Claims Administrator. Based on its review of these papers, the Court finds that the
17 Settlement Agreement appears to be the result of serious, informed, non-collusive negotiations
18 conducted with the assistance of Honorable Peter D. Lichtman (Ret.) of JAMS at a day-long
19 mediation session on October 29, 2019, and further extensive negotiations by the Settling Parties
20 over several subsequent months to finalize the terms of the Settlement Agreement. The Court
21 further observes that the Settlement Agreement is the product of a formal exchange of fact
22 discovery. The terms of the Settlement Agreement do not improperly grant preferential treatment
23 to any individual or segment of the Settlement Class and fall within the range of possible approval
24 as fair, reasonable, and adequate.

25 4. The Court therefore GRANTS preliminary approval of the Settlement Agreement
26 and all of the terms and conditions contained therein.

1 are reasonably calculated to apprise Settlement Class Members of the nature of this Litigation, the
2 scope of the Settlement Class, the terms of the Settlement Agreement, the right of Settlement Class
3 Members to object to the Settlement Agreement or exclude themselves from the Settlement Class
4 and the process for doing so, and of the Final Approval Hearing. The Court therefore approves the
5 Class Notice and Notice Program and directs the parties and the Claims Administrator to proceed
6 with providing notice to Settlement Class Members pursuant to the terms of the Settlement
7 Agreement and this Order.

8 12. The Claims Administrator shall commence the Notice Program no later than March
9 24, 2021.

10 13. The Court approves, as to the form and content, the Claim Form, Publication Notice,
11 Long Notice and Summary Notice attached to the First Amended Settlement Agreement and Release
12 as Exhibits A, B, C and D, respectively.

13 **EXCLUSION AND OBJECTIONS**

14 14. Settlement Class Members who wish to opt out and exclude themselves from the
15 Settlement Class may do so by notifying the Claims Administrator in writing, postmarked no later
16 than May 24, 2021. To be valid, each request for exclusion must be made in writing and: (a) state
17 the Settlement Class Member's full name, address and telephone number; (b) contain the Settlement
18 Class Member's personal and original signature or the original signature of a person authorized by
19 law to act on the Settlement Class Member's behalf with respect to a claim or right such as those
20 asserted in the Litigation, such as a trustee, guardian or person acting under a power of attorney; and
21 (c) state unequivocally the Settlement Class Member's intent to be excluded from the Settlement.
22 If a Settlement Class Member's Request for Exclusion includes persons who were co-signers or co-
23 holders on the same payment card account, the Settlement Class Member's Request for Exclusion
24 shall be deemed to be properly completed and executed as to that payment card only if all co-signers
25 or co-holders elect to and validly opt out in accordance with the provisions of this Paragraph. All
26 Requests for Exclusion must be submitted individually in connection with a Settlement Class
27 Member, *i.e.*, one request is required for every Settlement Class Member seeking exclusion.

1 19. At the Final Approval Hearing, the Court will consider whether:
2 (a) the Settlement is fair, reasonable, and adequate; (b) the Settlement Class should be finally
3 certified; (c) a final judgment should be entered; (d) Class Counsel's motion for attorneys' fees and
4 costs should be granted; (e) the service awards sought for Representative Plaintiffs should be
5 granted; and (f) the costs for claims administration should be granted.

6 20. The Court reserves the right to continue the date of the Final Approval Hearing
7 without further notice to Settlement Class Members.

8 **DEADLINES & TERMINATION**

9 21. The following schedule is imposed with respect to the Settlement:
10

11 EVENT	DATE
12 Defendant to deliver names, email addresses and/or addresses to the Claims Administrator	March 9, 2021
13 Notice Date (the date on which the Class Notice to the Settlement Class Members is substantially complete)	March 24, 2021
14 Motion for Attorneys' Fees, Reimbursement of Expenses, and Service Payments to be filed by Class Counsel	May 7, 2021
15 Motion for Final Approval to be filed by Class Counsel	May 7, 2021
16 Objection and Exclusion Deadlines (submission deadline for objections and requests for exclusion)	May 24, 2021
17 Settlement Administrator to File Declaration re Notice Program and Opt-outs and Objections	June 10, 2021
18 Supplement in Support of Motions for Final Approval, Attorneys' Fees and Expenses, and Service Payments to be filed by Class Counsel	June 10, 2021
19 Claims Deadline	June 22, 2021
20 Final Approval Hearing	June 24, 2021 at 9:00 a.m.
21 Final Accounting	90 days after the Claims Administrator completes 22 stop payments on uncashed 23 checks

24 22. All proceedings and deadlines in this matter, except those necessary to implement
25 this Order and the settlement, are hereby stayed and suspended until further order of the Court.
26
27

EXHIBIT A

SETTLEMENT CLAIM FORM

This Claim Form should be filled out online or submitted by mail if you made a purchase using a credit or debit card from Creation Entertainment, Inc. (“Creation”) and your Personal Information was accessed and/or compromised by unauthorized individuals as a result of the data breach that was announced by Creation on March 19, 2019.

You may receive a payment if you properly and timely complete this Claim Form, the Settlement is approved, and you are found to be eligible for a payment.

The Settlement Notice describes your legal rights and options. You can obtain the Class Notice and further information about the Litigation, the Settlement Agreement, and your legal rights and options on the official Settlement website www.CreationSettlement.com or by calling 1-888-413-2867.

Your claim must be submitted online or postmarked by June 22, 2021 to be considered for payment. You can submit your claim for a settlement award in two ways:

1. Online at www.CreationSettlement.com by following instructions on the “Submit a Claim” page.
2. By mail to the Claims Administrator at this address:

Christofferson, et al. v. Creation Entertainment, Inc.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

Only one Settlement Claim may be submitted per Settlement Class Member, and only one Settlement Claim may be submitted per credit or debit card used at Creation.

1. CLASS MEMBER INFORMATION (REQUIRED)

Name (First, MI, Last): _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Email (if any): _____

Required: Enclose a receipt, bank or credit card statement, or other proof of purchase showing you used your credit or debit card at Creation. (You may redact unrelated transactions).

[OR] If such documents are not available, complete all parts of this section:

(Check to indicate your agreement). I no longer have proof of my purchase, but I attest under penalty of perjury that I made a credit or debit card purchase from Creation:

Location and approximate date of purchase: _____

Last 4 digits of credit or debit card used: _____

(Check if card is no longer available). I attest under penalty of perjury that I no longer have the debit or credit card used and do not know the last 4 digits.

2. PAYMENT ELIGIBILITY INFORMATION (REQUIRED)

To prepare for this section of the Claim Form, please review the Settlement Notice and Sections 2.1 through 2.4 of the Settlement Agreement (available at www.CreationSettlement.com) for more information on the types of awards available and rules for receiving an award.

Settlement Class Members may receive only one of the following types of awards: (1) Basic Settlement Payment; or (2) Extraordinary Reimbursement Settlement Payment. Which type of award are you making a claim for (check one)?

- Basic Settlement Payment (go to Section 5)
- Extraordinary Reimbursement Settlement Payment (go to Section 3)

3. ADDITIONAL INFORMATION REQUIRED FROM SETTLEMENT CLASS MEMBERS SEEKING AN EXTRAORDINARY REIMBURSEMENT SETTLEMENT PAYMENT.

You must complete this Section 3 if you are seeking an Extraordinary Reimbursement Settlement Payment. Please provide as much information as possible.

Required: I attest under penalty of perjury that I experienced one or more fraudulent charges between February 1, 2018 and April 19, 2019 on a credit or debit card I used to make a purchase from Creation, which charges have not been reimbursed, and which I believe in good faith were more likely than not the result of the breach of Creation’s computer systems that was publicly disclosed by Creation on March 19, 2019.

The total amount of unreimbursed fraudulent charges that I am claiming is \$ _____

Examples: Fraudulent charges that were made on your credit or debit card account and that were not reversed or repaid even though you reported them to your bank or credit card company.

Required: Attach a copy of statements that show the fraudulent charges and any correspondence showing that you reported them as unauthorized. (You may redact unrelated transactions). If you do not have any written correspondence reporting the charges, describe when you reported them and who you reported them to:

(**Required**). I have made good faith efforts to have these unauthorized charges reversed or repaid, including through my bank or credit card company, and have exhausted all available credit monitoring, identity theft insurance, or other applicable insurance policies, but have not been successful at having the charges reversed, have not received payment, and have no insurance coverage for these unauthorized charges.

(Check if applicable). I spent time dealing with these unauthorized charges and wish to be reimbursed for my time spent, up to a maximum of three (3) hours. I spent this much time (round to the nearest hour and check only one box):

- 1 Hour
- 2 Hours
- 3 Hours

Examples: You spent at least one full hour calling customer service lines, writing letters or emails, or on the internet trying to get unauthorized charges reversed or reimbursed. Please note that the time it takes

to fill out this Claim Form is not reimbursable and should not be included in the total number of hours claimed.

Required: If time was spent on the telephone or online, in the space below, describe what you did, or attach a copy of any letters or emails that you wrote. If the time was spent trying to get unauthorized charges reversed or reimbursed, describe what you did.

If you are also seeking reimbursement for Out-of-Pocket Expenses as part of your claim for an Extraordinary Reimbursement Settlement Payment, complete Section 4. Otherwise, go to Section 5.

4. ADDITIONAL INFORMATION REQUIRED FROM SETTLEMENT CLASS MEMBERS SEEKING REIMBURSEMENT FOR OUT-OF-POCKET EXPENSES IN CONNECTION WITH AN EXTRAORDINARY REIMBURSEMENT SETTLEMENT PAYMENT.

I attest under penalty of perjury that (a) I am making a claim for an Extraordinary Reimbursement Settlement Payment, and (b) I incurred the following Out-of-Pocket Expenses as a result of one or more unauthorized charges between February 1, 2018 and April 19, 2019 on a credit or debit card I used to make a purchase from Creation.

Check all that apply, stating the total amount you are claiming for each category and attaching documentation of the charges as described below. Round total amounts to the nearest dollar.

Unreimbursed payment card fees or bank fees

Total amount claimed for this category: \$ _____

Examples: Overdraft fees, over-limit fees, late fees, charges due to insufficient funds or interest, card reissuance fees.

Required: A copy of a bank or credit card statement or other proof of claimed fees or charges (you may redact unrelated transactions).

Cell, internet or text charges

Total amount claimed for this category: \$ _____

Examples: Long distance or cell phone charges (if charged by the minute), or data charges (if charged based on the amount of data used).

Required: A copy of the bill from your telephone company, cell phone company, or internet service provider showing the claimed charges.

Costs of obtaining credit reports or credit freezes

Total amount claimed for this category: \$ _____

Examples: The cost of purchasing a credit report or placing a credit freeze.

Required: A copy of a receipt of other proof of purchase for each credit report or credit freeze purchased or placed.

***The cost of purchasing credit monitoring services or identity theft insurance is not reimbursable under the Settlement and is not included in this category.*

Postage costs

Total amount claimed for this category: \$ _____

Examples: Postage for correspondence with your bank or credit card company about unauthorized charges. The cost of submitting this form is not included.

Required: A copy of any receipt or proof of purchase for all postage costs claimed showing date, amount and vendor.

5. PAYMENT PREFERENCE

Mark the box stating your preferred method of payment:

Payment via a Settlement Check - *If selecting this option, please double-check the address information at the top of this form is correct and current.*

Electronic Payment (e.g. Paypal or Venmo) - *If selecting this option, please double-check the email address provided at the top of this form is correct and current.*

Direct Deposit - *If selecting this option, please double-check the email address provided at the top of this form is correct and current.*

6. CERTIFICATION

I declare under penalty of perjury under the laws of the United States and the state where this Claim Form is signed that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

I understand that all information provided on this Claim Form is subject to verification and that I may be asked to provide supplemental information by the Claims Administrator or Claims Referee before my claim will be considered complete and valid.

Signature: _____

Print Name: _____

Date: _____

Once you've completed all applicable sections, please mail this Claim Form and all required supporting documentation to the address provided below, postmarked by **June 22, 2021**.

Christofferson, et al. v. Creation Entertainment, Inc.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

EXHIBIT B

YOU MAY BE ELIGIBLE FOR A PAYMENT FROM A CLASS ACTION SETTLEMENT IF YOU ARE A U.S. RESIDENT WHO MADE A PURCHASE FROM CREATION ENTERTAINMENT, INC. USING A CREDIT OR DEBIT CARD AND YOUR PERSONAL INFORMATION WAS ACCESSED AND/OR COMPROMISED BY UNAUTHORIZED INDIVIDUALS AS PART OF A SECURITY INCIDENT

A proposed settlement has been given preliminary approval in a class action lawsuit against Creation Entertainment, Inc. (“Creation”) related to a data breach that affected Creation’s computer systems from approximately February 1, 2018 through October 10, 2018, and that was publicly disclosed by Creation on March 19, 2019 (the “Security Incident”). This lawsuit asserted claims against Creation arising from the Security Incident. Creation denies all of the claims and denies it did anything wrong.

WHO IS INCLUDED? The Settlement Class includes all U.S. residents who used a debit or credit card to make a purchase from Creation and whose Personal Information was accessed and/or compromised by unauthorized individuals as part of the Security Incident.

SETTLEMENT BENEFITS. The Settlement allows Settlement Class Members to make a claim for one of two types of Settlement Payments: (1) any Settlement Class Member may submit a claim for a Basic Settlement Payment of \$200 even if they did not experience any unauthorized charges; and (2) Settlement Class Members who experienced unauthorized charges on their credit or debit cards that were not reimbursed, and that the Settlement Class Member believes in good faith were more likely than not a result of the Security Incident, may submit claims for an Extraordinary Reimbursement Settlement Payment for reimbursement of up to \$10,000 for such charges, up to three hours of time spent dealing with such charges, and certain other out of pocket expenses. These payment amounts may be adjusted upward or downward depending on the number of Settlement Class Members who submit claims, as described in the Settlement Agreement.

CLAIM FORM. You must be a Settlement Class Member and file a valid Claim Form to receive a payment. To get a Claim Form, visit this website: www.CreationSettlement.com or call 1-888-413-2867. The deadline to submit a claim is **June 22, 2021**.

OPTING OUT OR OBJECTING. You may request exclusion from the settlement if you do not wish to be legally bound by it, or you may object to the settlement if you are a Settlement Class Member and do not request exclusion. Requests to be excluded from the settlement are due: **May 24, 2021**. Objections to the settlement are due: **May 24, 2021**. On **June 24, 2021**, the Court will hold a hearing on whether to approve the Settlement, Class Counsel’s request for attorneys’ fees of up to 33% of the Settlement Fund (or \$313,500), plus reasonable expenses not to exceed \$20,000, a service award of \$2,500 for each of the three Representative Plaintiffs, and costs of Claims Administration expected to be \$66,000. You or your own lawyer may participate in the hearing at your own cost, but you do not have to.

THE COURT’S HEARING. The Court will hold a hearing in this case (*Christofferson, et al. v. Creation Entertainment, Inc.*, Case No. 19STCV11000) on **June 24, 2021** at 9:00 a.m. in Department 6 of the Superior Court of the State of California, County of Los Angeles, 312 N. Spring St., Los Angeles, California 90012. At the hearing, the Court will decide whether to approve the settlement, including the request for attorneys’ fees and costs, and Representative Plaintiffs’ service awards. You or your lawyer may appear at the hearing at your own expense and request to be heard.

For a full description of the proposed settlement, related Court documents, forms, and important dates please visit www.CreationSettlement.com or call 1-888-413-2867. **DO NOT CONTACT CREATION OR THE COURT ABOUT THIS SETTLEMENT.**

EXHIBIT C

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

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

Plaintiffs,

v.

CREATION ENTERTAINMENT, INC.,

Defendant.

Case No. 19STCV11000

**NOTICE OF PENDENCY OF CLASS ACTION,
PROPOSED SETTLEMENT AND HEARING**

***THIS IS A COURT-AUTHORIZED NOTICE OF A PROPOSED CLASS ACTION SETTLEMENT THAT
MAY AFFECT YOUR RIGHTS. IT IS NOT A NOTICE OF A LAWSUIT AGAINST YOU OR A
SOLICITATION FROM A LAWYER. PLEASE READ THIS NOTICE CAREFULLY.***

To: U.S. residents who made a purchase using a credit or debit card from Creation Entertainment, Inc. and your Personal Information was accessed and/or compromised by unauthorized individuals as part of a Security Incident.

A proposed Settlement has been reached in a class action lawsuit against Creation Entertainment, Inc. ("Creation"). The lawsuit asserted claims against Creation related to a data breach that affected Creation's computer systems from approximately February 1, 2018 through October 10, 2018 and was publicly disclosed by Creation on March 19, 2019 (the "Security Incident"). Creation denies all of the claims and denies that it did anything wrong.

The Settlement includes all U.S. residents who made a purchase using a credit or debit card from Creation and whose Personal Information was accessed and/or compromised by unauthorized individuals as part of the Security Incident ("Settlement Class Members").

The Settlement provides payments to Settlement Class Members who were potentially affected by the Security Incident. The amount paid will depend upon how many people submit valid claims.

If you are a Settlement Class Member, your options are:

SUBMIT A CLAIM FORM DEADLINE: JUNE 22, 2021	You must submit a valid claim form to receive a payment from this Settlement. The deadline to submit a claim form is June 22, 2021 .
DO NOTHING	You will receive no payment and will no longer be able to sue Creation over the claims resolved in the Settlement.
EXCLUDE YOURSELF DEADLINE: MAY 24, 2021	Get out of the lawsuit. Get no payment. Keep your right to sue separately with your own lawyer. Exclusion instructions are provided in this notice. If you choose to exclude yourself, you must do so by May 24, 2021 .
OBJECT DEADLINE: MAY 24, 2021	You may write to the Court to comment on or detail why you do not like the Settlement by following the instructions in this notice. If you choose to object, you must do so by May 24, 2021 .
GO TO A COURT HEARING: JUNE 24, 2021	The Final Approval Hearing is on June 24, 2021, at 9:00 a.m. If you or your attorney go to the Hearing it will be at your own expense. You do not need to attend the hearing to receive payment.

The court must give final approval to the Settlement before it takes effect, but has not yet done so. No payments will be made until after the court gives final approval and any appeals are resolved.

Please review this notice carefully. You can learn more about the Settlement by visiting www.CreationSettlement.com or by calling 1-888-413-2867.

Further Information about this Notice and the Lawsuit

1. Why was this Notice issued?

You received this notice because you may be a Settlement Class Member able to receive payment from a proposed settlement of the class action lawsuit *Christofferson, et al., v. Creation Entertainment, Inc.*, Superior Court of the State of California, County of Los Angeles, Case No. 19STCV11000 (the "Lawsuit"). The Court overseeing the Lawsuit authorized this Notice to advise Settlement Class Members about the proposed Settlement that will affect their legal rights. The Notice explains certain legal rights and options you have in connection with that Settlement.

2. What is the Lawsuit about?

The Lawsuit is a proposed class action lawsuit brought on behalf U.S. residents whose Personal Information was accessed and/or compromised by unauthorized individuals as part of the Security Incident. The Security Incident resulted in the potential exposure of payment card data from customers who used their credit or debit cards to make purchases from Creation. The potentially-exposed information included names, addresses, email addresses and payment card information (including card numbers, expiration dates, and security codes).

The Lawsuit claims Creation is legally responsible for the Security Incident and asserts various legal claims, including negligence, breach of implied contract, violation of the California Data Breach Notification Act, violation of the California Unfair Competition Law, violation of the California Consumers Legal Remedies Act, violation of the Maryland Consumer Protection Act and unjust enrichment. Creation denies these claims and denies it did anything wrong.

3. *Why is the Lawsuit a class action?*

In a class action, one or more representative plaintiffs bring a lawsuit on behalf of others who have similar claims. Together, all of these people are the “class” and each individually is a “class member.” There are three Representative Plaintiffs in this case: Kyndal Christofferson, Natalie Gerace and Erin Ratelle. The class in this case is referred to in this Notice as the “Settlement Class.”

4. *Why is there a Settlement?*

The Representative Plaintiffs in the Lawsuit, through their attorneys, investigated the facts and law relating to the issues in the Lawsuit. The Representative Plaintiffs and Class Counsel believe that the Settlement is fair, reasonable, and adequate and will provide substantial benefits to the Class. The Court has not decided whether the Representative Plaintiffs’ claims or Creation’s defenses have any merit, and it will not do so if the proposed Settlement is approved. By agreeing to settle, both sides avoid the costs and risks of a trial, and people who submit valid claims will receive compensation. The Settlement does not mean that Creation did anything wrong or that the Representative Plaintiffs and the Class would or would not win their case if it were to go to trial.

Terms of the Proposed Settlement

5. *Who is in the Settlement Class?*

The Settlement Class is defined by the Court as all U.S. residents who made a purchase using a credit or debit card from Creation and whose Personal Information was accessed and/or compromised by unauthorized individuals as part of the Security Incident.

Certain people are excluded from the Settlement Class: (i) Creation 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; (iv) the attorneys representing the Parties in the Litigation; (v) banks and other entities that issued payment cards which were utilized at Creation during the Security Incident; and (vi) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity occurrence of the Security Incident or who pleads *nolo contendere* to any such charge.

6. *What are the terms of the Settlement?*

The proposed Settlement would create a Settlement Fund of \$950,000.00 funded by Creation that would be used to pay: (i) Settlement Class Members who submit valid claims; (ii) costs of Claims Administration, which are estimated to be \$66,000; (iii) any attorney fees of up to 33% of the Settlement Fund (or \$313,500) and reasonable expenses of up to \$20,000 awarded by the Court to Class Counsel; and (iv) any service awards to the Representative Plaintiffs awarded by the Court. The Settlement also releases all claims of Settlement Class Members against Creation arising from or related to the Security Incident, as detailed in the Settlement Agreement.

7. *What claims are Settlement Class Members giving up under the Settlement?*

Settlement Class Members who do not validly exclude themselves from the Settlement will be bound by the Settlement Agreement and any final judgment entered by the Court and will give up their right to sue Creation for the claims being resolved by the Settlement. The claims that Settlement Class Members are releasing are described in Section 1.23 of the Settlement Agreement and the persons and entities being released from those claims are described in Section 1.24 of the Settlement Agreement. Section VIII of the Settlement Agreement explains when such releases will occur.

Payments to Settlement Class Members

8. *What kind of payments can Settlement Class Members receive?*

Settlement Class Members who submit valid claims and all required documentation may receive one of two types of Settlement Payments, to be paid from the Settlement Fund: (1) a Basic Settlement Payment; or (2) an Extraordinary Reimbursement Settlement Payment. Settlement Class Members may receive only one Settlement Payment. Depending on how many valid claims are submitted, the amount of each Settlement Payment may be adjusted upward or downward proportionally among Settlement Class Members submitting valid claims. Only one Settlement Claim may be submitted per Settlement Class Member, and only one Settlement Claim may be submitted per credit or debit card used to make a purchase from Creation.

9. *What is a Basic Settlement Payment?*

Every Settlement Class Member is eligible to receive a Basic Settlement Payment of up to \$200, regardless of whether he or she experienced any unauthorized charges on a credit or debit card used to make a purchase from Creation. Settlement Class Members seeking a Basic Settlement Payment must provide the information and documents required on the Claim Form. The amount paid as a Basic Settlement Payment is subject to upward or downward adjustment as described below in Question 11.

10. *What is an Extraordinary Reimbursement Settlement Payment?*

Settlement Class Members who, at anytime between February 1, 2018 and April 19, 2019, experienced unauthorized charges on their credit or debit cards that were not denied or reimbursed, which charges the Settlement Class Member believes in good faith were more likely than not caused by the Security Incident, are eligible to receive an Extraordinary Reimbursement Settlement Payment of up to \$10,000 as reimbursement for: (i) those unreimbursed, unauthorized charges, (ii) up to three hours of lost time spent dealing with unauthorized charges or the Security Incident, at a rate of \$20 per hour, and (iii) the following types of out of pocket expenses related to the Security Incident:

- unreimbursed payment card fees or unreimbursed bank fees incurred as a result of the Security Incident, including bank fees, card reissuance fees, overdraft fees, charges

related to unavailability of funds, late fees, over-limit fees and unreimbursed fees relating to an account being frozen or otherwise unavailable due to the Security Incident;

- cell, internet or text charges related to the Security Incident;
- costs or charges for obtaining credit reports or credit freezes as a result of the Security Incident; and
- postage costs incurred as a result of the Security Incident.

Claimants must exhaust all available credit monitoring insurance and identity theft insurance before seeking an Extraordinary Reimbursement Settlement Payment. Settlement Class Members seeking an Extraordinary Reimbursement Settlement Payment must provide the information and documents required on the Claim Form. The amount paid as an Extraordinary Reimbursement Settlement Payment is subject to upward or downward adjustment as described below in Question 11.

11. When and how will the amount of Settlement Payments be adjusted?

The amounts paid for all Basic Settlement Payments and Extraordinary Reimbursement Settlement Payments will be adjusted upward or downward from the amounts listed in Questions 9-10 above depending on how many Settlement Class Members submit valid claims.

If the total dollar value of all valid claims is less than the amount of money available in the Settlement Fund for payment of Settlement Class Member claims at the rates listed above in response to Questions 9-10, the amount of payment for Basic Settlement Payments and Extraordinary Reimbursement Settlement Payments will be adjusted upward proportionally among all valid claims, up to a maximum of twice the dollar amounts listed in Questions 9-10 (e.g., Basic Settlement Payments may be adjusted up to \$400, etc.)

If the total dollar value of all valid claims is more than the amount of money available in the Settlement Fund for payment of Settlement Class Member claims at the amounts listed above in response to Questions 9-10, the amount of payment for Basic Settlement Payments and Extraordinary Reimbursement Settlement Payments will be adjusted downward proportionally among all valid claims.

12. What happens after all claims are processed and there are funds remaining?

If there are any funds remaining after all valid claims are processed and the time to cash any payment checks has passed, those funds shall be distributed to Public Justice. No remaining funds will be returned to Creation.

Your Options as a Settlement Class Member

13. If I am a Settlement Class Member, what options do I have?

If you are a Settlement Class Member, you do not have to do anything to remain in the Settlement. However, if you wish to seek a Settlement Payment, you **must** complete and submit

a Claim Form postmarked or submitted online by **June 22, 2021**. You may obtain a Claim Form and/or submit it online at www.CreationSettlement.com.

If you do not want to give up your right to sue Creation about the Security Incident or the issues raised in this case, you must exclude yourself (or “opt out”) from the Settlement Class. The deadline to exclude yourself is **May 24, 2021**.

If you object to the settlement, you must remain a Settlement Class Member (*i.e.*, you may not also exclude yourself from the Settlement Class by opting out) and file a written objection in this case with the Claims Administrator at the address below. The deadline to object is **May 24, 2021**.

14. What happens if I do nothing?

If you do nothing, you will get no Settlement Payment from this Settlement. Unless you exclude yourself, after the Settlement is granted final approval and the judgment becomes final, you will be bound by the judgment and you will never be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Creation involving the claims released by the Settlement.

15. How do I submit a claim?

You may complete the Claim Form online at www.CreationSettlement.com. You may also obtain a paper Claim Form by downloading it at www.CreationSettlement.com or by calling the Claims Administrator at **1-888-413-2867**. If you choose to complete a paper Claim Form you may either submit the completed and signed Claim Form and any supporting materials electronically at www.CreationSettlement.com or mail them to:

Christofferson, et al. v. Creation Entertainment, Inc.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

The deadline to submit a Claim Form is June 22, 2021.

16. Who decides my Settlement claim and how do they do it?

The Claims Administrator will initially decide whether a Claim Form is complete and valid and includes all required documentation. The Claims Administrator may require additional information from any claimant. Failure to timely provide all required information will invalidate a claim and it will not be paid. If a Claim Form is complete but the Claims Administrator denies the claim, the claimant will have an opportunity to have their claim reviewed by counsel for the Settling Parties.

17. How do I exclude myself from the Settlement?

You must make a signed written request that (i) says you wish to exclude yourself from the Settlement Class in this Lawsuit, and (ii) includes your name, address and phone number. You must deliver your request by **May 24, 2021** to this address:

Christofferson, et al. v. Creation Entertainment, Inc.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

The deadline to exclude yourself from the Settlement is May 24, 2021.

18. *If I exclude myself, can I receive any Settlement Payment from this Settlement?*

No. If you exclude yourself, you will not be entitled to any Settlement Payment or any other benefits of the Settlement. However, you will also not be bound by any judgment in this Lawsuit.

19. *If I do not exclude myself, can I sue Creation for the Security Incident later?*

No. Unless you exclude yourself, you give up any right to sue Creation 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. If you exclude yourself, do not submit a Claim Form requesting a payment.

20. *How do I object to the settlement?*

All Settlement Class Members who do not request exclusion from the Settlement Class have the right to object to the settlement or any part of it. If you want to object, your objection must be in writing and be postmarked no later than May 24, 2021. You must deliver your objection by **May 24, 2021** to this address:

Christofferson, et al. v. Creation Entertainment, Inc.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

To be considered by the Court, your objection must list the name of this Lawsuit, *Christofferson, et al., v. Creation Entertainment, Inc.*, and the case number, Case No. 19STCV11000, and include all of the following information: (i) your name, address, phone number, and an email address (if you have one); (ii) a statement that you are a member of the Settlement Class and any proof of your membership (e.g., proof of purchase from Creation using a credit or debit card); (iii) a detailed statement of the specific legal and factual bases for all of your objections, along with any applicable legal support; (iv) the identity of any lawyer representing you; (v) whether you intend to appear at the final settlement approval hearing and the identity of any lawyer(s) who will attend that hearing with you or on your behalf; (vi) a list of anyone you plan to have testify at the final approval hearing in support of your objections; and (vii) your signature and the signature of your attorney or other authorized representative.

The deadline to object to the Settlement is May 24, 2021.

Court Approval of the Settlement

21. *How, when and where will the Court decide whether to approve the Settlement?*

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. That hearing is scheduled for **June 24, 2021 at 9:00 a.m.** in Department 6 at the Superior Court of the State of California, County of Los Angeles located at 312 N. Spring Street, Los Angeles, CA 90012. At the Final Approval 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 hear from any class member who attends the final approval hearing and asks to speak regarding his or her objection. The Court will also rule on Class Counsel's request for attorneys' fees and costs, and the request for service awards for the Representative Plaintiffs. After the hearing, the Court will decide whether to approve the Settlement.

It is possible the Court could reschedule the hearing to a different date or time without notice, so it is a good idea before the hearing to check <http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil> to confirm the schedule if you wish to attend.

All persons entering any courthouse or courtroom must wear a face covering/mask over his or her nose and mouth at all times within the public areas of the courthouse or courtroom. Individuals who wear a face shield must ensure it covers both the nose and the mouth, wraps around the sides of a wearer's face and extend to below the chin with a cloth drape from the bottom of the face shield to below the neck. For up-to-date information on the Court's facial coverings and social distancing requirements, please visit: <http://www.lacourt.org/newsmedia/ui/HfySfy.aspx>.

22. *Do I have to attend the hearing?*

No. You do not need to attend the hearing unless wish to object in-person to the Settlement. It is not necessary to appear in person in order to make an objection; the Court will consider any written objections properly submitted according to the instructions in Question 20. You or your own lawyer are welcome to attend the hearing at your expense, but are not required to do so.

Please note that if you do not submit a written notice of intention to object to the Settlement, you may still appear at the Final Fairness Hearing and request to speak to the Court. Please see Question 21 above for facial coverings and social distancing requirements.

23. *What happens if the Court approves the Settlement?*

If the Court approves the Settlement and no appeal is taken, Creation will fund the Settlement Fund. The Claims Administrator will pay any Attorney Fees' and Costs Award, Representative Plaintiffs Award, and notice and administration costs from the Settlement Fund. Then, within the later of 90 days after the Effective Date or 30 days after all disputed claims have been

resolved, the Claims Administrator will send Settlement Payments to Settlement Class Members who submitted timely and valid Settlement Claims.

If any appeal is taken, it is possible the Settlement could be disapproved on appeal.

24. *What happens if the Court does not approve the Settlement?*

If the Court does not approve the Settlement, no Settlement Fund will be created, there will be no Settlement Payments to Settlement Class Members, Class Counsel or the Representative Plaintiffs, and the case will proceed as if no Settlement had been attempted.

Lawyers for the Settlement Class and Creation

25. *Who represents the Settlement Class?*

The Court has appointed the following Class Counsel to represent the Settlement Class and Settlement Class Members in this Lawsuit:

Rachele R. Byrd
Brittany N. DeJong
Wolf Haldenstein Adler Freeman & Herz LLP
750 B Street, Suite 1820
San Diego, CA 92101
619-239-4599

Tina Wolfson
Theodore Maya
Ahdoot & Wolfson, PC
2600 West Olive Ave., Suite 500
Burbank, California 91505
310-474-9111

Benjamin F. Johns
Beena M. McDonald
Chimicles Schwartz Kriner & Donaldson-Smith LLP
One Haverford Centre
361 Lancaster Avenue
Haverford, PA 19041
610-642-850

Settlement Class Members will not be charged for the services of Class Counsel; Class Counsel will be paid out of the Settlement Fund, subject to Court approval. However, you may hire your own attorney at your own cost to advise you in this matter or represent you in making an objection or appearing at the Final Approval Hearing.

26. *How will the lawyers for the Settlement Class be paid?*

Class Counsel will request the Court's approval of an award for attorneys' fees of up to 33% of the Settlement Fund (or \$313,500), plus reasonable expenses of up to \$20,000, which shall be paid from the Settlement Fund. Class Counsel will also request approval of service awards of \$2,500 for each of the three Representative Plaintiffs, and approximately \$66,000 in costs to the Claims Administrator, which shall also be paid from the Settlement Fund.

27. Who represents Creation in the Lawsuit?

Creation is represented by the following lawyers:

Ian A. Stewart
Nicole Aaronson
Wilson, Elser, Moskowitz, Edelman & Dicker LLP
555 Flower Street, Suite 2900
Los Angeles, CA 90071-2407
213-443-5100

For Further Information

28. What if I want further information or have questions?

If you think you may be a Class Member and would like more information about the lawsuit or the terms of the proposed Settlement, you may review the pleadings, records and other papers on file in this lawsuit, including the Court's Preliminary Approval Order and the Settlement Agreement, which may be inspected at the Clerk's Office of the Superior Court of California, County of Los Angeles, Spring Street Courthouse, 312 North Spring Street, Los Angeles, California, 90012. You must make an appointment with the Clerk's Office by calling 213-310-7000. All services – telephonic and in-person – will be provided in non-English speaking languages. Face masks and/or facial coverings are required and mandatory at all times to enter any courthouse or courtroom and must be worn covering the nose and mouth. This policy applies to attorneys, parties, witnesses, court staff, Judges, Commissioners, vendors and the general public. The only exceptions to this policy will be for a documented medical condition or excuse, or an ADA accommodation approved by the Court. If an exception is granted, admittance into the courthouse may be restricted to a specific time of the day. If necessary, the time allotted for any granted exception may require the individual to wait until later in the day or schedule an appointment for admittance. For up-to-date information on the Court's facial coverings and social distancing requirements, please visit: <http://www.lacourt.org/newsmedia/ui/HfySfy.aspx>.

You can also find further information about the Lawsuit and this Settlement on the settlement website at www.CreationSettlement.com or by calling **1-888-413-2867**.

CPT Group will act as the Claims Administrator for the Settlement. You can contact the Claims Administrator at:

Christofferson, et al. v. Creation Entertainment, Inc.
c/o CPT Group, Inc.

50 Corporate Park
Irvine, CA 92606
1-888-413-2867

DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR CREATION.

EXHIBIT D

**IMPORTANT NOTICE FROM THE SUPERIOR COURT OF THE
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

YOU MAY BE A CLASS MEMBER IN A PROPOSED CLASS ACTION SETTLEMENT IF YOU MADE A PURCHASE USING A CREDIT OR DEBIT CARD FROM CREATION ENTERTAINMENT, INC. AND YOUR PERSONAL INFORMATION WAS ACCESSED AND/OR COMPROMISED BY UNAUTHORIZED INDIVIDUALS AS PART OF A SECURITY INCIDENT.

A proposed settlement has been given preliminary approval in a class action lawsuit against Creation Entertainment, Inc. ("Creation") related to a breach of Creation's computer systems from approximately February 1, 2018 through October 10, 2018 that was publicly disclosed by Creation on March 19, 2019, *Christofferson, et al., v. Creation Entertainment, Inc.*, Case No. 19STCV11000. Creation denies that it did anything wrong.

Subject to the terms of the Settlement Agreement and the Court's final approval, Creation will fund a \$950,000.00 Settlement Fund that will be used to pay (i) valid claims from Settlement Class Members, (ii) costs of Claims Administration, which are estimated to be \$66,000; (iii) Class Counsel's attorneys' fees of up to 33% of the Settlement Fund (or \$313,500), expenses not to exceed \$20,000, and (iv) any service awards to the Representative Plaintiffs. Settlement Class Members can make a claim for one of two types of Settlement Payments from the Settlement Fund, depending on how they were affected by the Security Incident. **If you are a Settlement Class Member and you want to receive a Settlement Payment, you must complete and submit a Settlement Claim Form and any required supporting information. Settlement Claim Forms can be found and completed on this website: www.CreationSettlement.com. The deadline to submit Settlement Claim Forms is June 22, 2021.**

Settlement Class Members can also request exclusion from the Settlement or object to it. Requests for exclusion are due by **May 24, 2021**. Settlement Class Members who do not request exclusion can object to the Settlement. Objections are due by **May 24, 2021**.

You can find the full Class Notice, along with a full description of the proposed Settlement, related Court documents, dates and forms, and additional information on how Settlement Class Members can exclude themselves from the Settlement or object to it, on this website: www.CreationSettlement.com.

The Court will hold a hearing in this case (*Christofferson, et al. v. Creation Entertainment, Inc.*, Case No. 19STCV11000) on June 24, 2021 at 9:00 a.m. in the Superior Court of the State of California, County of Los Angeles, 312 N. Spring St., Los Angeles, California 90012. At the hearing, the Court will decide whether to approve the Settlement, including the request for attorneys' fees and costs, and Representative Plaintiffs' service awards. You or your lawyer may appear at the hearing at your own expense and request to be heard.