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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

**FINAL JUDGMENT AND ORDER
[93][98]**

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

1 Before the Court is Plaintiff’s unopposed motion requesting an order granting
2 Final Approval of the proposed Class Action Settlement Agreement (“the Settlement
3 Agreement”) between Plaintiff Jenale Nielsen (“Plaintiff”), individually and on
4 behalf of the proposed Settlement Class, and Defendant Walt Disney Parks and
5 Resorts U.S., Inc. (“Defendant”) (together with Plaintiff, the “Parties), as fair,
6 reasonable, and adequate, awarding attorneys’ fees and costs to Settlement Class
7 Counsel as outlined herein, and awarding a service award to Plaintiff as detailed
8 below.

9 On October 16, 2023, the Court granted preliminary approval to the Parties’
10 proposed Class Action Settlement Agreement. ECF No. 92.

11 Commencing on September 15, 2023, pursuant to the notice requirements in
12 the Settlement Agreement and the Preliminary Approval Order, Epiq Class Action
13 and Claims Solutions, Inc. (“Epiq”) provided Notice¹ to the Settlement Class
14 members in compliance with Section 4 of the Settlement Agreement and the Class
15 Notice plan, due process, and Rule 23 of the Federal Rules of Civil Procedure. The
16 notice:

- 17 (a) fully and accurately informed Settlement Class members about this
18 case and the existence and terms of the Settlement Agreement;
- 19 (b) advised Settlement Class members of their right to request exclusion
20 from the Settlement and provided sufficient information so that
21 Settlement Class members were able to decide whether to accept the
22 benefits offered, exclude themselves from the Settlement and pursue
23 their own remedies, or object to the proposed settlement;
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26 ¹ Unless otherwise defined herein, all terms capitalized herein shall have the
27 definitions provided in the Settlement Agreement.

- 1 (c) provided procedures for Settlement Class members to file written
2 objections to the proposed Settlement, to appear at the Final Approval
3 Hearing, and to state objections to the proposed settlement; and
4 (d) provided the time, date, and place of the Final Approval Hearing.

5 On February 20, 2024, the Court held a Final Approval Hearing to determine
6 whether the proposed Settlement is fair, reasonable, and adequate and whether
7 judgment should be entered. The Court has reviewed Plaintiffs' Motion for Final
8 Approval of Class Action Settlement and Plaintiffs' Motion for an Award off
9 Attorneys' Fees, Costs, and A Service Award (together, the "Motions") and all
10 supporting materials, including but not limited to the Settlement Agreement and the
11 exhibits thereto. The Court has also considered the oral argument of counsel. Based
12 on this review and the findings below, the Court finds good cause to grant the
13 Motions.

14 IT IS HEREBY ORDERED:

- 15 1. The Court has jurisdiction over the subject matter of this litigation, all
16 claims raised therein, and all Parties thereto, including the Settlement Class.
- 17 2. The Court has carefully reviewed all of the terms of the proposed
18 Settlement Agreement, all corresponding and supporting documents attached
19 thereto, the Motions and corresponding papers filed therewith, including the
20 declarations by counsel and Epic Systems, Inc. Based on its review of these
21 documents, the Court finds the Settlement Agreement to be fair, reasonable, and
22 adequate, and the result of vigilant, informed, non-collusive arm's-length
23 negotiations overseen by an experienced, highly qualified neutral mediator, the
24 Honorable Judge Jay Gandhi (Ret.). The Court further finds that the Settlement
25 Agreement is the result of substantial discovery and the parties' knowledge of the
26 strengths and weaknesses of the case. The relief provided by the Settlement
27 Agreement outweighs the substantial cost, delay, and risks presented by further
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1 prosecution of the issues during pre-trial, trial, and possible appeal. Based on these
2 factors, the Court finds that the terms of the Settlement Agreement meet the criteria
3 for final settlement approval and are fair, reasonable, and adequate.

4 3. The Court hereby **GRANTS** final approval of the Settlement
5 Agreement in full, including but not limited to the releases therein and the
6 procedures for effecting the Settlement. All Settlement Class members who have
7 not excluded themselves from the Settlement Class are bound by this Final Judgment
8 and Order.

9 **Objections And Requests For Exclusion**

10 4. No one objected to the Settlement in accordance with the manner set
11 forth in the Settlement Agreement. All Settlement Class Members have therefore
12 waived all objections to the Settlement.

13 5. Seven persons made valid and timely requests to be excluded from
14 the settlement and the Settlement Class (“Opt-Out Class Members”). The Opt-Out
15 Class Members are not bound by the Settlement Agreement and this Final
16 Judgment and Order and shall not be entitled to any of the benefits afforded to
17 Settlement Class members under the Settlement Agreement.

18 **Certification of the Settlement Class**

19 6. Solely for purposes of the Settlement Agreement and this Final
20 Judgment and Order, the Court hereby certifies the following Settlement Class:

21 **Settlement Class:**

22 All Persons who purchased a Dream Key.

23 Specifically excluded from the Settlement Class are (1) any Judge or Magistrate
24 Judge presiding over this Action and members of their families; (2) Defendant;
25 (3) Persons who properly executed and filed a timely request for exclusion from the
26 class; and (4) the legal representatives, successors, or assigns of any such excluded
27 persons. The Settlement Class is estimated to include 103,431 individuals.

1 7. The Court incorporates its preliminary conclusions in the Preliminary
2 Approval Order regarding the satisfaction of Federal Rules of Civil Procedure 23(a).
3 Specifically, the Court finds, for settlement purposes, that: (1) the Settlement Class
4 is sufficiently numerous that joinder of all members is impracticable; (2) there are
5 questions of law or fact common to the Settlement Class; (3) the Class
6 Representative's claims are typical of the Settlement Class; and (4) the Class
7 Representative and her Counsel fairly and adequately protect the interests of the
8 Settlement Class.

9 8. The Court grants final approval to Jenale Nielsen as the Class
10 Representative of the Settlement Class.

11 9. The Court grants final approval to Cafferty Clobes Meriwether &
12 Sprengel LLP and Ventura Hersey & Muller, LLP as Settlement Class Counsel.

13 **Notice and Administration**

14 10. The Court finds that the Class Notice plan provided for in the
15 Settlement Agreement and effectuated pursuant to the Preliminary Approval Order:
16 (i) was the best notice practicable under the circumstances; (ii) was reasonably
17 calculated to provide, and did provide, due and sufficient notice to the Settlement
18 Class regarding the existence and nature of this case, certification of the Settlement
19 Class for settlement purposes only, the existence and terms of the Settlement
20 Agreement, and the rights of Settlement Class members to exclude themselves from
21 the settlement, to object and appear at the Final Approval Hearing, and to receive
22 benefits under the Settlement Agreement; and (iii) satisfied the requirements of the
23 Federal Rules of Civil Procedure, the United States Constitution, and all other
24 applicable law.

25 **Attorneys' Fees, Costs, and Service Award**

26 11. Plaintiff asks the Court for an attorneys' fees award of \$2,375,000.00.
27 (Dkt. 93.) The requested fee award would constitute 25% of the total class benefit,
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1 which is \$9,500,000.00. Plaintiff also seeks \$191,937.71 for reimbursement of
2 litigation costs and expenses.

3 12. The Court awards \$2,375,000.00 in attorneys' fees, and \$191,937.71
4 for reimbursement of costs. The Court finds the foregoing amounts to be fair and
5 reasonable. Payment of these awards shall be made pursuant to the procedures in
6 Section 8.2 of the Settlement Agreement.

7 13. The Court awards a Service Award of \$5,000.00 to Plaintiff Jenale
8 Nielsen. The Court finds this amount is justified by Plaintiff's service to the
9 Settlement Class. Payment shall be made from the Settlement Fund pursuant to the
10 procedures in Section 8.3 of the Settlement Agreement.

11 **Release**

12 14. Each Settlement Class member, including the Class Representative,
13 are: (1) deemed to have completely and unconditionally released, forever discharged
14 and acquitted Defendant and the other Released Parties from any and all of the
15 Released Claims (including unknown claims) as defined in the Settlement
16 Agreement; and (2) barred and permanently enjoined from asserting, instituting, or
17 prosecuting, either directly or indirectly, these claims. The full terms of the release
18 described in this paragraph are set forth in Section 3 of the Settlement Agreement
19 and are specifically approved and incorporated herein by this reference (the
20 "Release"). In addition, Class Representative and settlement Class Members are
21 deemed to have waived (i) the provisions of California Civil Code § 1542, which
22 provides that a general release does not extend to claims that the creditor or releasing
23 party does not know or suspect to exist in his or her favor at the time of executing
24 the release and that, if known by him or her, would have materially affected his or
25 her settlement with the debtor or released party, and (ii) and all similar federal or
26 state laws, rules, or legal principles of any other jurisdiction similar, comparable, or
27 equivalent to California Civil Code § 1542.

1 15. The Settlement Agreement and this Final Judgment and Order apply to
2 all claims or causes of action settled under the Settlement Agreement and bind Class
3 Representative and all Settlement Class members who did not properly request
4 exclusion. The Settlement Agreement and this Final Judgment and Order shall have
5 maximum *res judicata*, collateral estoppel, and all other preclusive effect in any and
6 all causes of action, claims for relief, suits, demands, petitions, or any other
7 challenges or allegations that arise out of or relate to the subject matter of this case.

8 **Other Provisions**

9 16. The Court directs the Parties and their counsel to implement and
10 consummate the Settlement Agreement and make available to Settlement Class
11 members the relief provided for therein, in accordance with the Settlement
12 Agreement’s terms and provisions.

13 17. The Settlement Agreement and this Final Judgment and Order, and all
14 documents, supporting materials, representations, statements and proceedings
15 relating to the settlement, are not, and shall not be construed as, used as, or deemed
16 evidence of, any admission by or against Defendant of liability, fault, wrongdoing,
17 or violation of any law, or of the validity or certifiability for litigation purposes of
18 the Settlement Class or any claims that were or could have been asserted in this case.

19 18. The Settlement Agreement and this Final Judgment and Order, and all
20 documents, supporting materials, representations, statements and proceedings
21 relating to the Settlement shall not be offered or received into evidence, and are not
22 admissible into evidence, in any action or proceeding, except that the Settlement
23 Agreement and this Final Judgment and Order may be filed in any action by any
24 Defendant or the Settlement Class members seeking to enforce the Settlement
25 Agreement or the Judgment and Order.

26 19. If the Effective Date does not occur for any reason, this case will revert
27 to the status that existed before the Settlement Agreement’s execution date and the
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1 Parties shall be restored to their respective positions in the litigation as if the
2 Settlement Agreement had never been entered into. No term or draft of the
3 Settlement Agreement, or any part of the Parties' settlement discussions,
4 negotiations, or documentation, will have any effect or be admissible in evidence for
5 any purpose in the litigation.

6 20. Without affecting the finality of this Final Judgment and Order, the
7 Court will retain jurisdiction over this case and the Parties with respect to the
8 interpretation, implementation, and enforcement of the Settlement Agreement for all
9 purposes.

10 21. The Court hereby dismisses this case in its entirety with prejudice, and
11 without fees or costs, except as otherwise provided for herein.

12 NOW, THEREFORE, the Court hereby enters judgment in this matter
13 pursuant to Rule 58 of the Federal Rules of Civil Procedure.

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15 DATED: March 4, 2024



HON. DAVID O. CARTER
UNITED STATES DISTRICT JUDGE