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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;

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 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 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.

14
15 DATED: March 4, 2024

David O. Carter

HON. DAVID O. CARTER
UNITED STATES DISTRICT JUDGE