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SIERRA-AT-TAHOE LLC

**SUPERIOR COURT OF THE STATE OF CALIFORNIA****IN AND FOR THE COUNTY OF CONTRA COSTA**

CHARLOTTE STANDEFER, on behalf of  
herself, all others similarly situated, and on  
behalf of the general public,

Plaintiff,

vs.

SIERRA-AT-TAHOE LLC, and/or DOES, and  
DOES 1-100, inclusive,

Defendants.

Case No. MSC21-00513

Assigned for All Purposes to:  
Judge Charles S. Treat  
Dept. 12

**STIPULATION OF SETTLEMENT**

Complaint Filed: March 16, 2021  
Trial Date: Not Yet Set

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**LIST OF EXHIBITS**

<b>Exhibit A</b>	Long Form Notice
<b>Exhibit B</b>	Email notice
<b>Exhibit C</b>	Postcard Notice
<b>Exhibit D</b>	Final Judgment and Approval Order
<b>Exhibit E</b>	Preliminary Approval Order
<b>Exhibit F</b>	Claim Form

1     **I.     RECITALS**

2             This Settlement Agreement is made and entered into between Plaintiff Charlotte Standefer,  
3     on behalf of herself and the certified Class, and Defendant Sierra-at-Tahoe, LLC.

4             On March 16, 2021, Plaintiff Standefer filed a class action lawsuit in Contra Costa Superior  
5     Court against Defendant Sierra-at-Tahoe, LLC alleging that Defendant sold Plaintiff and Class  
6     Members ski lift tickets but did not honor those tickets due to undisclosed terms and conditions  
7     regarding parking capacity. Plaintiff brought claims for violations of the California Consumers  
8     Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.*, Unfair Competition Law, Cal. Bus. & Prof.  
9     Code § 17200, *et seq.*, False Advertising Law, Cal. Bus. & Prof. Code § 17500, *et seq.*, common  
10    law fraud, unjust enrichment, breach of contract, and conversion, and sought equitable relief and  
11    damages. Defendant denies these claims.

12            The operative Second Amended Complaint was filed on September 23, 2021.

13            On July 28, 2021, Defendant filed a motion to strike and a demurrer. On September 2, 2021,  
14    the Court denied Defendant's motion to strike other than ordering the word "willfully" struck from  
15    the First Amended Complaint. On October 5, 2021, the Court sustained Defendant's demurrer as to  
16    Plaintiff's claim for breach of contract with leave to amend and overruled the demurrer as to the  
17    rest. On October 26, 2021, Defendant answered the Second Amended Complaint.

18            On November 17, 2022, Plaintiff filed a motion for class certification, which the Court  
19    granted on May 11, 2023 without making any findings as to the merits of Plaintiff's claims.

20            Following the Court's order granting Plaintiff's motion for class certification, the Parties  
21    began discussing settlement and scheduled a confidential settlement conference with Judge Jill C.  
22    Fannin. On October 5, 2023, the Parties attended a full-day confidential settlement conference with  
23    Judge Fannin wherein they reached agreement on a settlement as to relief to the Class and then  
24    reached agreement as to Plaintiff's service award. No agreement was reached on an award of  
25    attorneys' fees, expenses, but the Parties agreed that Class Counsel could file a motion for such an  
26    award. This Settlement Agreement formally memorializes the terms of the Parties' agreement.

## II. DEFINITIONS

1. “Action” means this case, captioned *Standefer v. Sierra-at-Tahoe, LLC*, No. MSC21-00513 (Contra Costa Superior Court).

2. “Claim Form” means the form attached as **Exhibit F**, which is for Class Members to submit their claim for either a Voucher or a Refund.

3. “Claims Deadline” means sixty (60) days after the last day Email Notice is mailed to Class Members, which shall be the latest date a Class Member may timely submit a Claim Form to the Settlement Administrator online or, if mailed, the latest date the Claim Form must be received.

4. The “Class” means all natural persons who purchased online a single day lift ticket from Defendant Sierra at Tahoe for use on one of the following dates that could not be used for the date purchased: December 12, 14, 18-19, and 29, 2020; January 9, 30-31, 2021; and February 6, 13, and 20, 2021. The Class excludes persons who are deemed to have received a refund for their ticket, which includes those who already received a cash or credit refund from Sierra-at-Tahoe, those who used their ticket on another day, or who received a lift ticket voucher or a resort credit from Sierra-at-Tahoe, as well as any individual who timely and validly opts-out from the Settlement Class.

5. “Class Member” means a member of the Class.

6. “Class Counsel” means Blood Hurst & O’Reardon LLP and Mara Law Firm PC.

7. “Class Representative” means Charlotte Standefer.

8. “Court” means Contra Costa Superior Court where this action is pending.

9. “Defendant” means Sierra-at-Tahoe LLC.

10. “Defendant’s Counsel” means Duane Morris LLP.

11. “Effective Date” means the later in time of: (a) the date on which the time to appeal has expired if no appeal has been taken from the Final Order and Judgment; (b) in the event that an appeal is filed, the date after such appeal has been finally concluded and is no longer subject to review; or (c) if Class Counsel and Defendant agree in writing, any other agreed date that is earlier than the Effective Date as calculated according to subparagraphs (a) and (b) above.

12. "Final Approval Hearing" means the hearing to be held by the Court, pursuant to California Rules of Court, Rule 3.769, to determine if the settlement set forth in this Settlement Agreement should be approved.

13. "Final Order and Judgment" means the Court's order approving the settlement as fair, adequate, and reasonable and the judgment to be entered by the Court upon its approval. The Final Order and Judgment shall be substantially in the form of **Exhibit D**, but may be two separate documents.

14. "Objection Date" means the date by which Class Members must file and serve objections to the Settlement Agreement and shall be no later than thirty (30) days before the date first set for the Final Approval Hearing.

15. "Opt-Out Date" means the postmark date by which a Request for Exclusion must be mailed to the Settlement Administrator for a Class Member to be excluded from the Settlement Agreement and shall be no later than thirty (30) days before the date first set for the Final Approval Hearing.

16. "Parties" means the Defendant and the Plaintiff.

17. "Plaintiff" means Charlotte Standefer.

18. "Preliminary Approval" means the preliminary approval of this Settlement Agreement by the Court as described in Section III.3.

19. "Refund" means a cash payment equal to the price paid by the Class Member for a single-day ski lift ticket at Sierra-at-Tahoe for the 2020-2021 ski season for the eligible date the Class Member was not able to use their ticket.

20. "Release" means the release provided for in Section III.2 of this Settlement Agreement.

21. "Released Parties" means Defendant and each of Defendant's past, present and future officers, directors, predecessors, assignees, parents, divisions, subsidiaries, affiliates, sister corporations, insurers and reinsurers, attorneys, employees, shareholders, members, administrators, successors, agents, and any subsequent purchaser of all or substantially part of the Released Parties' stock or assets.

22. "Releasing Parties" means Plaintiff and each Class Member, and any other legal or natural persons who may claim by, through, or under them.

23. "Settlement Administrator" means Apex who will be responsible for disseminating notice of the Settlement and claims administration, which includes administering the claims process, reviewing Claim Forms, and determining claims in accordance with the duties and obligations set forth in Sections IV and V below.

24. "Settlement Agreement" means this document and all exhibits to this document.

25. "Validated Claimant" means a Class Member who has submitted a completed Claim Form and whose purchase, non-use and non-refund for a lift ticket are consistent with Sierra-at-Tahoe's records of purchase and use of lift tickets. Sierra-at-Tahoe warrants that it has maintained regular and reliable business records of its online sale and redemption of ski lift tickets to Class Members.

26. "Voucher" means a voucher that may be exchanged for a single-day ski lift ticket for use at Sierra-at-Tahoe and valid for three (3) ski seasons as of the date class notice is emailed, with the first season being that during which class notice is emailed.

### **III. AGREEMENT**

Now, therefore, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

#### **1. Refund of Ski Lift Ticket Price or Ski Lift Ticket Voucher**

1.1 Defendant will provide Class Members, at their election, either (a) a Refund, deliverable electronically or by check, or (b) a Voucher, deliverable electronically or by U.S. mail or other regularly maintained mail delivery service.

1.2 For those Class Members who submit a timely claim for either a Refund or a Voucher, the Settlement Administrator will either, at the Class Members' election, mail the Refund check or Voucher to the Class Member's last known address or may provide the Refund or Voucher electronically.

1.3 For any Refund or Voucher that is returned as undeliverable, the Settlement Administrator will attempt to obtain a current address or email address, as applicable, and promptly re-mail or email the Refund or Voucher to the Class Member to the updated address.

## 2. Release of Claims

2.1 In consideration for the Settlement Agreement, the Releasing Parties agree to fully, finally, and forever release, relinquish, acquit, and discharge the Released Parties from the "Released Claims," which mean all claims, demands, actions, suits, petitions, liabilities, and causes of action regarding or arising from or related to the allegations in the Action.

2.2 In consideration for the Settlement Agreement, Defendant and its past, present and future officers, directors, predecessors, assignees, parents, divisions, subsidiaries, affiliates, sister corporations, insurers and reinsurers, attorneys, employees, shareholders, administrators, successors, agents, assigns, and any subsequent purchaser of all or substantially part of Defendant's stock or assets, shall be deemed to have, and by operation of the Final Order and Judgment shall have, released Class Counsel and Class Representative from any and all causes of action that were or could have been asserted pertaining to the conduct in filing and prosecuting the litigation or in settling the Action.

2.3 In consideration for the Settlement Agreement, Plaintiff, for herself, her heirs, children, executors, administrators, predecessors, agents, servants, employees, insurers, partners, associates, representatives, successors and assigns past, present, or future shall be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally, and forever released, relinquished, acquitted, and discharged the Released Parties of any and all claims, demands, actions, suits, petitions, liabilities, and causes of action of any kind or nature whatsoever which the Plaintiff has or held as of the date upon which the Court enters the Final Order and Judgment in this Action, whether known or unknown, suspected or unsuspected, including, without limitation, any and all claims arising out of or in any way regarding or arising from or related to the allegations of the Second Amended Complaint.

2.4 Plaintiff expressly understands and acknowledges the provisions of Section 1542 of the Civil Code of the State of California, which provides that:

1 A general release does not extend to claims that the creditor or releasing party does  
2 not know or suspect to exist in his or her favor at the time of executing the release  
3 and that, if known by him or her, would have materially affected his or her settlement  
with the debtor or released party.

4 2.5 Plaintiff expressly waives and relinquishes any and all rights and benefits that  
5 they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the  
6 California Civil Code, or any other law of any state or territory that is similar, comparable or  
7 equivalent to Section 1542, to the fullest extent they may lawfully waive such rights. Plaintiff will  
8 be deemed by the Final Order and Judgment to have acknowledged and waived the provisions,  
9 protections, and benefits of Civil Code section 1542.

10 2.6 Plaintiff represents and warrants that she is the sole and exclusive owner of  
11 all claims that she is personally releasing under this Settlement Agreement. Plaintiff further  
12 acknowledges that she has not assigned, pledged, or in any manner whatsoever, sold, transferred,  
13 assigned or encumbered any right, title, interest, or claim arising out of or in any way whatsoever  
14 pertaining to the Action, including without limitation, any claim for benefits, proceeds or value  
15 under the Action, and that Plaintiff is not aware of anyone other than herself claiming any interest,  
16 in whole or in part, in the claims that she is releasing under the Settlement Agreement or in any  
17 benefits, proceeds or values in the claims that she is releasing under the Settlement Agreement.

### 18 3. The Settlement Approval Process

#### 19 Preliminary Approval

20 3.1 Plaintiff will file a motion for preliminary approval after execution of this  
21 Settlement Agreement seeking a Preliminary Approval Order in a form substantially similar to  
22 **Exhibit E**. The Preliminary Approval Order shall, among other things:

- 23 a. Preliminarily approve the Settlement Agreement;
- 24 b. Make findings regarding the form and dissemination of class notice;
- 25 c. Schedule a date and time for a Final Approval Hearing to determine  
26 whether the Settlement Agreement should be finally approved by the  
Court;
- 27 d. Authorize Defendant to take all necessary and appropriate steps to  
implement the Settlement Agreement;
- 28 e. Appoint the Settlement Administrator; and



- 1 f. Issue other related orders to effectuate the preliminary approval of the  
2 Settlement Agreement.

3 **Final Approval**

4 3.2 Plaintiff will file a motion for final approval at least 45 court days before the  
5 date scheduled by the Court for the Final Approval Hearing. At or after the Final Approval Hearing,  
6 the Parties shall seek to obtain from the Court a Final Order and Judgment substantially in the form  
7 of **Exhibit D**. The Final Order and Judgment shall, among other things:

- 8 a. Finally approve the Settlement Agreement;  
9 b. Find that the Class Notice and dissemination thereof complied with  
10 all laws;  
11 c. Incorporate the Release set forth in the Settlement Agreement;  
12 d. Retain jurisdiction relating to the administration, enforcement, and  
13 interpretation of the Settlement Agreement, the Final Order and  
14 Judgment, and for any other necessary purpose, pursuant to California  
15 Civil Code § 664.6 or otherwise; and  
16 e. Issue related orders to effectuate the final approval of the Settlement  
17 Agreement and its implementation.

18 **IV. CLAIMS ADMINISTRATION**

19 **4. Claims Protocol: Claim Form Submissions, Review and Payments**

20 4.1 To be eligible to receive a Refund or Voucher, Class Members must submit  
21 a valid and timely Claim Form. Claim Forms may be submitted either by mail or electronically  
22 through the Settlement Website and if submitted by mail must be received or submitted  
23 electronically on or before the Claims Deadline.

24 4.2 Claim Forms will be available for online submission on the Settlement  
25 Website, available for download from the Settlement Website, and upon request, will be mailed or  
26 emailed to Class Members by the Settlement Administrator. Hard copy Claim Forms may be  
27 submitted to the Settlement Administrator by U.S. mail or other regularly maintained mail delivery  
28 service.

4.3 The Settlement Administrator shall review Claims to determine if the  
Claimant has substantially complied with the instructions on the Claim Form and process the Claim

1 accordingly. The Settlement Administrator shall consult with Defendant to verify the validity of all  
2 claims, including any alleged Class Member's purchase, use or refund of their ticket product, and  
3 make final decisions on whether a Claim is valid.

4           4.4     Failure to provide all information requested in the Claim Form will not  
5 automatically result in rejection of the Claim. Instead, the Settlement Administrator will take all  
6 adequate and customary steps to determine the Class Member's eligibility for payment based on the  
7 information contained in the Claim Form, and such other reasonably available information from  
8 which eligibility for settlement benefits can be determined, including but not limited to consultation  
9 with Sierra-at-Tahoe to verify the facts stated in the claim form.

10           4.5     The Settlement Administrator's review of Claims will be in accordance with  
11 standard fraud detection practices regularly employed by the Settlement Administrator to prevent  
12 the approval and payment of Claims that are fraudulent or invalid. Because Sierra-at-Tahoe has  
13 maintained regular and reliable business records of its online sale of lift tickets to Class Members  
14 that include the name of the purchaser, when and whether the ticket was used, and whether any form  
15 of refund was provided, the Settlement Administrator shall compare all Claim Forms to Sierra-at-  
16 Tahoe's records of purchase, use and refunds for lift tickets. The Settlement Administrator shall  
17 validate only those Claim Forms that are consistent with such records, and shall reject any Claim  
18 Form that is not consistent with such records. The Settlement Administrator shall send weekly  
19 reports to Sierra-at-Tahoe of its approval and rejection of such claims.

20           4.6     Validated Claimants entitled to and who elect to receive a Refund will be  
21 given the option of receiving payment electronically or mailed a check by first class mail to the  
22 address on Claim Form. Payments will be made electronically or mailed within ten (10) days of the  
23 occurrence of the Effective Date.

24           4.7     Validated Claimants entitled to and who elect to receive a Voucher will be  
25 given the option of the Voucher electronically or by first class mail to the address on Claim Form  
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1     **V.     ADMINISTRATION AND CLASS NOTICE**

2             **5.     Notice to the Class**

3                     5.1     Class Notice will be accomplished through a combination of Email Notice,  
4     Postcard Notice, and any other reasonable manner designed to reach and communicate the  
5     Settlement to Class Members, with the assistance of the Settlement Administrator. The Parties agree  
6     the proposed notice complies with all applicable laws and rules, including the Due Process clause  
7     of the United States Constitution. Defendant will pay all reasonable costs of the Settlement  
8     Administrator associated with settlement administration and class notice pursuant to the quote  
9     already provided by the Settlement Administrator and agreed by Sierra-at-Tahoe.

10             **Email Notice**

11                     5.2     No later than 14 days after the date upon which the Court enters the  
12     Preliminary Approval Order, the Settlement Administrator shall cause to be delivered Email Notice  
13     to Class Members substantially in the form of Exhibit B. The Email Notice will provide a summary  
14     description of the case, explain how Class Members can obtain their Refund or Voucher, and the  
15     deadline to submit their claim.

16                     5.3     To effectuate Email Notice, no later than 7 days after the date upon which the  
17     Court enters the Preliminary Approval Order, Defendant agrees to provide all contact information  
18     for Class Members known to it to the Settlement Administrator, which shall be maintained on a  
19     confidential basis and not made public.

20                     5.4     For any Class Member for whom the Settlement Administrator has an email  
21     address, and who has not submitted a valid Claim, the Settlement Administrator shall transmit two  
22     periodic email reminders of the opportunity to file a Claim Form prior to the Claims Deadline.

23                     5.5     In the event any Email Notice is returned as undeliverable, the Settlement  
24     Administrator will mail via first class U.S. Mail the Postcard Notice substantially in the form of  
25     **Exhibit C.**

26                     5.6     The Settlement Administrator shall also: (a) as soon as practicable following  
27     receipt of any notices returned by the United States Postal Service with a forwarding address, re-  
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mail such notices; (b) by itself or using an address research firm, research such returned mail for a better address and promptly mail copies of the applicable notice to any better address so found.

### **Long Form Notice**

5.7 The Long Form Notice shall be substantially in the form of **Exhibit A**, shall be posted on the Settlement Website, and shall contain the following:

(a) General Terms: a plain and concise description of the nature of the Action, the history of the litigation of the claims, the Settlement Agreement, how the Settlement Agreement would provide relief to the Class Members, what claims are released under the Settlement Agreement, and other relevant terms and conditions.

(b) Opt-Out Rights: information regarding Class Members' right to opt out of the Settlement Agreement, and the deadlines and procedures for exercising this right.

(c) Objection to Settlement: information regarding Class Members' right to object to the Settlement Agreement and to appear at the Final Approval Hearing, including the deadlines and procedures for exercising these rights.

(d) Fees and Expenses: information about the amounts being sought by Class Counsel as Attorneys' Fees, Costs and Expenses, and service awards to the Class Representative and that the Attorneys' Fees, Costs and Expenses.

## **6. Settlement Administration and Claim Review**

6.1 The Parties jointly agree on and designate, subject to Court approval, Apex, as the Settlement Administrator for this Settlement Agreement. The reasonable cost of administration of the settlement by the Settlement Administrator, including claim review, shall be estimated in advance by the Settlement Administrator and shall be paid by Defendant. In the event the Court does not give final approval to this Settlement Agreement, the Settlement Administrator shall immediately stop any and all activity on this settlement and will not be paid for activity taking place thereafter. The costs of administration reasonably incurred prior to the date the Court denies final approval shall be paid by Defendant to the Settlement Administrator directly and without delay.

6.2 The Settlement Administrator shall be responsible for, without limitation: (a) emailing the Email Notice; (b) printing, mailing or arranging for the mailing of the Direct Mail

1 Notice in the event any Email Notice is returned as undeliverable; (c) handling returned mail not  
2 delivered to Settlement Class Members; (d) attempting to obtain updated address information for  
3 any Direct Mail Notices and any other correspondence mailed to Class Members that is returned  
4 without a forwarding address; (e) making any additional mailings required under the terms of this  
5 Settlement Agreement, including mailing settlement payments to Class Members; (f) responding to  
6 requests for Long Form Notices by providing copies of the Long Form Notice; (g) administering  
7 and reviewing the Claim Forms according to the procedures set in the Claims Protocol; (h) receiving  
8 and maintaining on behalf of the Court any Class Member correspondence regarding Requests for  
9 Exclusion and/or objections to the Settlement Agreement; (i) forwarding written inquiries to Class  
10 Counsel or their designee for a response, if warranted; (j) establishing a post-office box for the  
11 receipt of any correspondence; (k) responding to requests from Class Counsel and/or Defendant's  
12 Counsel consistent with this Agreement; and (l) otherwise implementing and/or assisting with the  
13 dissemination of the notice of the Settlement Agreement. The Settlement Administrator shall be  
14 responsible for consulting on Class Notice. The Settlement Administrator is authorized to take all  
15 reasonable steps to ensure Class Members receive the notice of the Settlement and their Refund or  
16 Voucher.

17                 6.3     The Claim Form can be submitted electronically via the Settlement Website  
18 and will also be available for download and return by mail.

19                 6.4     Not later than ten (10) days before the date of the Final Approval Hearing,  
20 the Settlement Administrator shall file with the Court: (1) a list of those persons who have opted out  
21 or excluded themselves from this Settlement Agreement; and (2) a report detailing the  
22 implementation of the notice plan, including an estimate of costs to be paid from the Settlement  
23 Fund.

24                 6.5     The Settlement Administrator and the Parties shall promptly after receipt  
25 provide copies of any Requests for Exclusion, claim validations and rejections, objections, and/or  
26 related correspondence to each other.

## 7. Opt-Outs and Objections

### Opting Out of the Settlement

7.1 Any Class Member who wishes to be excluded (*i.e.*, opt-out) from the Settlement must submit by mail a written request for exclusion ("Request for Exclusion"). The written Request for Exclusion must be by letter to the Settlement Administrator. The Request for Exclusion should be mailed to the Settlement Administrator at the address provided in the Long Form Notice. The Request for Exclusion must be postmarked by the Opt-Out Date. The Request for Exclusion should state that the person is a Class Member and wants to be excluded from the Settlement, must be signed by the Class Member, and otherwise comply with the terms stated in the Long Form Notice and Preliminary Approval Order. The Settlement Administrator shall promptly forward copies of any written Requests for Exclusion to Class Counsel and Defendant's Counsel. A list reflecting all Requests for Exclusion shall be filed with the Court by the Settlement Administrator no later than ten (10) days before the Final Approval Hearing. A Class Member who files a Request for Exclusion may not file or otherwise assert an objection.

7.2 Any Class Member who does not submit a timely Request for Exclusion as provided in Section 6.1 shall be bound by all subsequent proceedings, orders and judgments, including, but not limited to, the Release and the Final Order and Judgment in the Action.

### Objecting to the Settlement

7.3 Any Class Member who has not submitted a timely Request for Exclusion and who wishes to object to any aspect of this Settlement Agreement must file with the Court and serve on the Parties' counsel by the Objection Date a written statement of his or her objection(s). The written objection must include: (a) the name or title of the Action; (b) the objector's full name, telephone number, and address; (c) if represented by counsel, the full name, telephone number, and address of all such counsel; (d) all of the reasons for his or her objection; (e) whether the objector intends to appear at the Final Approval Hearing on his or her own behalf or through counsel; and (f) the objector's dated, handwritten signature (an electronic signature or attorney's signature is not sufficient). Any documents supporting the objection must also be attached to the objection. If any testimony is proposed to be given in support of the objection, the names of all persons who will

1 testify must be set forth in the objection. Class Members may file an objection either on their own  
2 or through an attorney retained at their own expense.

3           7.4 Any Class Member who files and serves a written objection, as described in  
4 the previous Section, may appear at the Final Approval Hearing, either in person or through counsel  
5 hired at the Class Member's expense, to object to this Settlement Agreement. Class Members or  
6 their attorneys who intend to make an appearance at the Final Approval Hearing must file with the  
7 Court a notice of intention to appear, with courtesy copies to Class Counsel and Defendant's  
8 Counsel as identified in the Class Notice by a date ordered by the Court.

9           7.5 Any Class Member who fails to comply with the provisions of Sections 7.3  
10 and, as applicable, 7.4 above, shall be deemed to have waived and forfeited any and all rights he or  
11 she may have to appear separately and object, whether by a subsequent objection, intervention,  
12 appeal, or any other process, and shall be bound by all the terms of this Settlement Agreement and  
13 by all proceedings, orders and judgments, including, but not limited to, the Release and the Final  
14 Order and Judgment in the Action. The exclusive means for any challenge to the Settlement  
15 Agreement shall be through the provisions of this Section. Without limiting the foregoing, any  
16 challenge to the Settlement Agreement or Final Order and Judgment shall be pursuant to appeal  
17 under the applicable appellate rules, including obtaining permission to intervene, and not through a  
18 collateral attack. Class Members may not both opt out of the Class and object to the Settlement.

19           7.6 With the exception of Class Members who opt out of the Settlement  
20 Agreement, any Class Member who objects to the Settlement Agreement shall be entitled to all of  
21 the benefits of the Settlement Agreement if the Settlement Agreement and the terms contained  
22 herein are approved by the Court.

23           **8. Attorney Fees and Expenses and Class Representative Service Award**

24           8.1 Class Counsel shall make an application for an award of attorneys' fees and  
25 expenses. Defendant may oppose the amount of attorneys' fees and expenses sought, but  
26 acknowledge Class Counsel's entitlement to reasonable attorney's fees and expenses consistent with  
27 California law. Any award of attorneys' fees and expenses will be paid by Defendant separate and  
28 apart from and not reduce the settlement awards to Class Members. In the event the Court does not

1 approve the attorneys' fees and expenses requested, or the Court awards an amount(s) less than that  
2 requested, such award shall not be a basis for rendering the entire Agreement null, void or  
3 unenforceable, provided however, that Class Counsel and the Plaintiff retain the right to appeal any  
4 decision regarding the Court's award of attorneys' fees and expenses.

5 8.2 Plaintiff may petition the Court for a service award for Plaintiff of up to Two  
6 Thousand Dollars (\$2,000.00) for bringing the Action, for participating throughout the Action, for  
7 the time spent in connection with the Action, including discovery and depositions. Defendant agrees  
8 not to oppose this request. If awarded, the service awards will be paid by Defendant within thirty  
9 (30) days after the Effective Date, by wire transfer to an account or accounts designated by Class  
10 Counsel.

11 **9. Miscellaneous Provisions**

12 9.1 Governing Law. This Settlement Agreement will be governed by and  
13 construed in accordance with the laws of the State of California.

14 9.2 Continuing Jurisdiction. The Court shall maintain jurisdiction over the  
15 lawsuit, including jurisdiction to enforce the terms of this Settlement Agreement.

16 9.3 Entire Agreement. This Settlement Agreement, which includes the exhibits,  
17 expresses and constitutes the complete and final understanding of the Parties with respect to the  
18 subject matter of this Settlement Agreement. The Parties agree that the terms of this Settlement  
19 Agreement supersede any prior discussions, understandings, or agreements, whether orally or in  
20 writing, between them related to the subject matter thereof.

21 9.4 Counterparts. This Settlement Agreement may be executed in counterparts,  
22 each of which shall be considered an original, but all of which taken together shall constitute one  
23 and the same instrument.

24 9.5 Interpretation. The language of this Settlement Agreement shall be construed  
25 as a whole according to its fair meaning. Where required by context, the plural includes the singular  
26 and the singular the plural, and the terms "and" and "or" shall mean "and/or." This Settlement  
27 Agreement is the product of negotiation and joint drafting so that any ambiguity shall not be  
28 construed against any party.



9.6 Severability. In the event any portion of this Settlement Agreement is deemed unenforceable or conflicts with applicable law, the remainder will be enforced and will remain in full force and effect.

9.7 Authorization. Each signatory to this Settlement Agreement certifies that it, she, or he is fully authorized by the party it, she, or he represents to enter into the Settlement Agreement, to execute it on behalf of the party represented, and to legally bind that party thereto.

Dated: November 15, 2024

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