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**FILED**  
Clerk of the Superior Court

JUL 23 2021

By: S. Doski, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

TERESA McKINNEY, NINO KOLLER, and  
MICHELLE BROWN, individually and on  
behalf of all others similarly situated,

Plaintiffs,

vs.

CONSUMER REPORTS, INC., a New York  
nonprofit corporation; and DOES 1-50,  
inclusive,

Defendants.

CASE NO. 37-2020-00046677-CU-BT-CTL

CLASS ACTION

~~[PROPOSED]~~ ORDER GRANTING  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT AND PROVIDING FOR  
NOTICE

[IMAGED FILE]

1 Pending before the Court is the Motion for Preliminary Approval of Class Action  
2 Settlement (“Motion”) relating to the settlement (“Settlement”) between plaintiffs Nino Koller and  
3 Michelle Brown (“plaintiffs”) and defendant Consumer Reports, Inc. (“Consumer Reports” or  
4 “defendant”). Having read and considered the moving papers, including the Settlement  
5 Agreement, and finding good cause, the Court finds and orders as follows:

6 1. Based upon the Court’s review of the Settlement Agreement, the Memorandum of  
7 Points and Authorities in Support of the Motion, and the entire record, the Motion for Preliminary  
8 Approval of Class Action Settlement is GRANTED.

9 2. The Court hereby conditionally certifies the following class (“Class”) for  
10 settlement purposes only: “All individuals in California who, between March 2, 2016 and  
11 November 5, 2020, (i) enrolled in an automatic renewal or continuous service program through  
12 Consumer Reports for *Consumer Reports* magazine, *Consumer Reports On Health*, *Consumer*  
13 *Reports Online*, and/or *Consumer Reports All Access*, and (ii) were charged for an automatic  
14 renewal of such subscription. Excluded from the Class are the judicial officers to whom this case  
15 is assigned.”

16 3. The Court appoints Dostart Hannink & Coveney LLP as Class Counsel. The Court  
17 appoints plaintiffs Nino Koller and Michelle Brown as the Class Representatives. The Court  
18 designates CPT Group, Inc. as the Settlement Administrator.

19 4. The Court preliminarily approves the Settlement,<sup>1</sup> including the monetary relief,  
20 injunctive relief, procedure for payment of Class Counsel’s attorneys’ fees and litigation expenses  
21 to the extent ultimately awarded by the Court, and procedure for payment of the service awards to  
22 the Class Representatives to the extent ultimately awarded by the Court. The Court has reviewed  
23 the monetary relief and the injunctive relief that are provided as part of the Settlement and  
24 recognizes the value to the Class. It appears to the Court on a preliminary basis that the  
25 Settlement is fair, adequate, and reasonable as to all potential Class Members when balanced  
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27 <sup>1</sup> The definitions of capitalized terms in this Order are the same as the definitions of those terms in  
28 the Settlement Agreement.

1 against the cost and uncertainty associated with further litigation of liability and damages issues.  
2 It further appears that settlement of the Action at this time will avoid substantial additional costs  
3 by all parties, as well as the delay and risks that would be presented by the further prosecution of  
4 the Action. It also appears that the Settlement has been reached as a result of intensive, serious,  
5 and non-collusive arm's-length negotiations.

6         5. The Court approves the emailed Summary Class Notice (Exhibit A to the  
7 Settlement Agreement), the mailed Summary Class Notice (Exhibit B to the Settlement  
8 Agreement), the Long Form Notice (Exhibit C to the Settlement Agreement), and the paper Claim  
9 Form (Exhibit D to the Settlement Agreement). The notice procedure described in the Settlement  
10 Agreement meets the requirements of Rule 3.766(d) of the California Rules of Court and due  
11 process, and constitutes the best practicable notice under the circumstances. The Settlement  
12 Administrator is directed to disseminate the emailed Summary Class Notice to Class Members via  
13 email (or, if no email address is available, then via U.S. Mail, as described in the Settlement  
14 Agreement) no later than thirty-five (35) days following the date of entry of this order. Class  
15 Counsel is authorized to direct the Settlement Administrator to undertake additional steps to  
16 disseminate the Summary Class Notice. The date on which the Summary Class Notice is emailed  
17 or mailed is the "Notice Date." The Settlement Administrator is directed to take all steps  
18 necessary to establish a settlement website and dedicated toll free number, and will post the Long  
19 Form Notice on the website by the Notice Date.

20         6. In order to receive a share of the Settlement Amount, Class Members must file a  
21 timely Claim, either electronically via the Settlement Website or via a paper Claim Form, and that  
22 Claim must be validated by the Settlement Administrator. Completed Claims that are timely  
23 submitted electronically through the Settlement Website by individuals to whom the emailed or  
24 mailed Summary Class Notice was sent will be deemed valid. Completed Claims that are  
25 submitted in the form of a paper Claim Form will be deemed valid if the claimant's name and the  
26 claimant's mailing address and/or email address match information in the Class List. The paper  
27 Claim Form must be completed and signed by the claimant. To be timely, the Claim must be  
28 returned to the Settlement Administrator no later than the Claim/Exclusion/Objection Deadline. If

1 the Claim is returned via the Settlement Website, the date of return will be the date of submission  
2 through the Settlement Website. If the Claim is returned by U.S. Mail, the date of return will be  
3 the date of postmark. If the Claim is returned by personal delivery or email, the date of return will  
4 be the date the Claim is received by the Settlement Administrator. Class Counsel or Consumer  
5 Reports, in their respective discretion, may direct the Settlement Administrator to treat as timely a  
6 Claim received by the Settlement Administrator after the Claim/Objection/Exclusion Deadline and  
7 before the Final Approval Hearing.

8 7. If the Settlement Administrator disallows a Claim based on a deficiency that can be  
9 cured (such as the failure to sign the Claim Form), the Settlement Administrator has the discretion  
10 to either waive the deficiency or notify the claimant of the reason for the disallowance and invite  
11 the claimant to cure the deficiency. The Settlement Administrator also will consider any  
12 additional information or corrective action by the claimant submitted within twenty-one (21) days  
13 after the notice of deficiency.

14 8. As set forth in the Settlement Agreement, any individual who wishes to exclude  
15 himself or herself from the Settlement Class shall mail, email, or deliver to the Claims  
16 Administrator a written request for exclusion no later than forty-five (45) days following the  
17 Notice Date. Class Members who do not timely request exclusion shall be bound by the  
18 provisions of the Settlement Agreement and all orders or judgments that may be entered by the  
19 Court.

20 9. Class Members may object to the Settlement or to any of its provisions. All written  
21 objections shall be filed with the Clerk of this Court and served upon counsel for the parties and  
22 the Settlement Administrator no later than forty-five (45) days following the Notice Date. All  
23 written objections shall be served by first-class mail upon (1) the Settlement Administrator, CPT  
24 Group, Inc., 50 Corporate Park, Irvine, CA 92606; (2) to defendant's counsel, Bety Javidzad,  
25 Dentons US LLP, 601 S. Figueroa Street, Suite 2500, Los Angeles, CA 90017; and (3) to Class  
26 Counsel, Zach P. Dostart, Dostart Hannink & Coveney LLP, 4180 La Jolla Village Drive, Suite  
27 530, La Jolla, CA 92037.

1           10.     Plaintiffs shall file their motion for final approval, and Class Counsel shall file its  
2 motion for attorneys' fees, litigation expenses, and for service awards to the Class Representatives,  
3 by the date specified below. The motion for final approval shall identify a proposed *cy pres*  
4 recipient for any excess funds consistent with Section IV.B. of the Settlement Agreement and  
5 Code of Civil Procedure section 384.

6           11.     A Final Approval Hearing shall be held by this Court, located at 330 West  
7 Broadway, San Diego, California, Department 68, on November 5, 2021, at 10:30 a.m., at which  
8 time the Court will determine whether the Settlement should be granted final approval. At that  
9 time, the Court will also consider Class Counsel's motion for attorneys' fees, litigation expenses,  
10 and proposed service awards to the Class Representatives. The Court reserves the right to adjourn  
11 or continue the date of the Final Approval Hearing and all dates provided for in the Settlement  
12 without further emailed or mailed notice to Class Members, and retains jurisdiction to consider all  
13 further matters arising out of or connected with the proposed Settlement. The parties, Class  
14 Members, and any other interested persons should consult this Action's docket and the Superior  
15 Court's General Orders and website for information about whether that hearing will proceed in  
16 person and/or by remote means.

17           12.     If the Settlement is not finally approved by the Court, (i) the Settlement Agreement  
18 will be void *ab initio* and without further force or effect; (ii) the conditional certification of the  
19 Class shall be withdrawn; (iii) the Second Amended Complaint shall be stricken or withdrawn,  
20 and plaintiffs will dismiss this Action; and (iv) the Settlement Administrator will, after deducting  
21 any settlement administration expenses incurred as of that date, return any Settlement funds in its  
22 possession to defendant.

23           13.     In accordance with the terms of the Settlement, the Court hereby adopts the  
24 following dates for performance of the specified activities leading to the Final Approval Hearing:  
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1 2 3 4	7 days after entry of this Order granting preliminary approval ("Preliminary Approval Date")	Deadline for defendant to provide to the Settlement Administrator and to Class Counsel a list of the names, last known U.S. mailing addresses, last known billing addresses, telephone numbers, and email addresses of the Class Members, to the extent such information is available (the "Class List").
5 6	14 days after Preliminary Approval Date	Deadline for defendant to wire transfer One Million One Hundred and Fifty Thousand Dollars (\$1,150,000.00) to the Settlement Administrator.
7 8 9	35 days after Preliminary Approval Date	Deadline for the Settlement Administrator to email the emailed Summary Class Notice to Class Members with email addresses and to mail the mailed Summary Class Notice to those Class Members for which there is no email address (if any). This is the "Notice Date."
10 11 12 13 14	35 days after Preliminary Approval Date	Deadline for Settlement Administrator to establish a Settlement Website on which it will make available the Second Amended Complaint, the Settlement Agreement, the Summary Class Notice, the Long Form Class Notice, the Claim Form (in a format that may be printed), this Order Granting Preliminary Approval, and any other materials agreed to by the parties.
15 16 17	14 days after Notice Date	Deadline for the Settlement Administrator to mail the mailed Summary Class Notice to any Class Members for whom the emailed Summary Class Notice was "bounced back."
18 19 20	45 days after Notice Date	Last day for Class Members to submit a Claim; last day for Class Members to request exclusion from the Class; last day for Class Members to file and serve any written objections to the Settlement. This is the "Claim/Exclusion/Objection Deadline."
21 22 23	10 court days after Claim/Exclusion/Objection Deadline	Settlement Administrator to make available to Class Counsel and defendant's counsel a written report listing the name and contact information of each Excluded Class Member and any person who has objected to the Settlement.
24 25 26 27	16 court days prior to Final Approval Hearing	Deadline for Plaintiffs to file Motion for Final Approval. Deadline for Class Counsel to file its motion for attorneys' fees, litigation expenses, and for service awards to the Class Representatives.

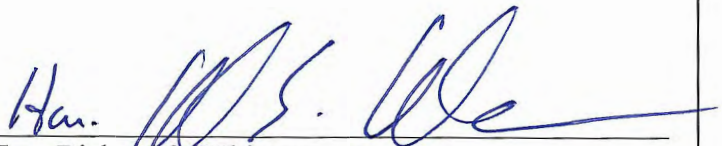
1 2 3 4	10 days prior to Final Approval Hearing	Deadline for parties to respond to any objections to the Settlement.
5 6 7 8 9 10 11	As specified above in Para. 11	Final Approval Hearing.

12 14. The parties are ordered to carry out the Settlement in the manner provided in the  
13 Settlement Agreement and this Order.

14 IT IS SO ORDERED.

15 DATED: 7/23/21, 2021

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Hon. Richard S. Whitney  
Judge of the Superior Court

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