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FILED
Clerk of the Superior Court

SEP 18 2020

By: A. TAYLOR

ELECTRONICALLY RECEIVED
Superior Court of California,
County of San Diego

08/24/2020 at 01:10:32 PM

Clerk of the Superior Court
By Gen Dieu, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

DAWN METRISIN, SAUL GRANILLO, and
JENNIFER FITE, individually and on behalf
of all others similarly situated,

Plaintiffs,

vs.

ADVANCE MAGAZINE PUBLISHERS
INC., a New York Corporation;
and DOES 1-50, inclusive,

Defendants.

CASE NO. 37-2020-00009732-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 Settlement
2 (“Motion”) relating to the settlement (“Settlement”) between plaintiffs Saul Granillo and Jennifer
3 Fite (“plaintiffs”) and defendant Advance Magazine Publishers Inc. and subsidiaries thereof d/b/a
4 Condé Nast (“Condé Nast” or “defendant”). Having read and considered the moving papers,
5 including the Settlement 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 settlement
10 purposes only: “All individuals who, between September 27, 2015 and May 27, 2020, enrolled in
11 an automatic renewal or continuous service program directly through Condé Nast for a Condé Nast
12 Publication or Service, were charged for at least one renewal for such Publication or Service, and
13 who used a California street address as the shipping or billing address for that Publication or Service.
14 Excluded from the Settlement Class are the judicial officers to whom this case is assigned.”

15 3. A “Condé Nast Publication or Service” means a magazine published by or a service
16 sold by defendant, or one of its corporate affiliates, subsidiaries, or predecessors, or any company
17 or publication in the United States previously acquired by defendant, including but not limited to
18 any of the following magazines, publications, or services: *Allure, Allure Beauty Box, Architectural*
19 *Digest, Bon Appétit, Brides, Condé Nast Traveler, Glamour, Golf Digest, GQ, GQ Best Stuff, Self,*
20 *Teen Vogue, The New Yorker, Vanity Fair, Vogue, W, and Wired.*

21 4. The Court appoints Dostart Hannink & Coveney LLP as Class Counsel. The Court
22 appoints plaintiffs Saul Granillo and Jennifer Fite as the Class Representatives. The Court
23 designates CPT Group, Inc. as the Settlement Administrator.

24 5. The Court preliminarily approves the Settlement,¹ including the monetary relief,
25 injunctive relief, procedure for payment of Class Counsel’s attorneys’ fees and litigation expenses
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27 ¹ The definitions of capitalized terms in this Order are the same as the definitions of those terms in
28 the Settlement Agreement.

1 to the extent ultimately awarded by the Court, and procedure for payment of the service awards to
2 the Class Representatives to the extent ultimately awarded by the Court. The Court has reviewed
3 the monetary relief and the injunctive relief that are provided as part of the Settlement and recognizes
4 the value to the Class. It appears to the Court on a preliminary basis that the Settlement is fair,
5 adequate, and reasonable as to all potential Class Members when balanced against the cost and
6 uncertainty associated with further litigation of liability and damages issues. It further appears that
7 settlement of the Action at this time will avoid substantial additional costs by all parties, as well as
8 the delay and risks that would be presented by the further prosecution of the Action. It also appears
9 that the Settlement has been reached as a result of intensive, serious, and non-collusive arm's-length
10 negotiations.

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

24 7. In order to receive a share of the Settlement Amount, Class Members must file a
25 timely Claim, either electronically via the Settlement Website or via a paper Claim Form, and that
26 Claim must be validated by the Settlement Administrator. Completed Claims that are timely
27 submitted electronically through the Settlement Website by individuals to whom the emailed or
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1 mailed Summary Class Notice was sent will be deemed valid. Completed Claims that are submitted
2 in the form of a paper Claim Form will be deemed valid if the claimant's name and the claimant's
3 mailing address and/or email address match information in the Class List. The paper Claim Form
4 must be completed and signed by the claimant. To be timely, the Claim must be returned to the
5 Settlement Administrator no later than the Claim/Exclusion/Objection Deadline. If the Claim is
6 returned via the Settlement Website, the date of return will be the date of submission through the
7 Settlement Website. If the Claim is returned by U.S. Mail, the date of return will be the date of
8 postmark. If the Claim is returned by personal delivery or email, the date of return will be the date
9 the Claim is received by the Settlement Administrator. Class Counsel or Condé Nast, in their
10 discretion may direct the Settlement Administrator to treat as timely a Claim received by the
11 Settlement Administrator after the Claim/Objection/Exclusion Deadline and before the Final
12 Approval Hearing.

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

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

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

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

9 12. A Final Approval Hearing shall be held by this Court, located at 330 West Broadway,
10 San Diego, California 92101, Department 73, on 1-13-21, at 9:00am,
11 which time the Court will determine whether the Settlement should be granted final approval. At
12 that time, the Court will also consider Class Counsel's motion for attorneys' fees, litigation
13 expenses, and any proposed service awards to the Class Representatives. The Court reserves the
14 right to adjourn or continue the date of the Final Approval Hearing without further notice to Class
15 Members. The parties, Class Members, and any other interested parties should consult this Action's
16 docket and the Superior Court's General Orders and website for information about whether that
17 hearing will proceed in person and/or by remote means.

18 13. Plaintiffs are hereby granted leave to file a Second Amended Complaint, setting forth
19 the class definition recited in Paragraph 2, above. If the Settlement is not finally approved by the
20 Court, (i) the conditional certification of the Class shall be withdrawn, (ii) the Second Amended
21 Complaint shall be stricken or withdrawn; and (iii) the Settlement Administrator will, after
22 deducting any settlement administration expenses incurred as of that date, return any Settlement
23 funds in its possession to the defendant.

24 14. The Court reserves the right to adjourn or continue the date of the Final Approval
25 Hearing and all dates provided for in the Settlement without further emailed or mailed notice to the
26 Class Members, and retains jurisdiction to consider all further matters arising out of or connected
27 with the proposed Settlement.

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1 15. In accordance with the terms of the Settlement, the Court hereby adopts the following
 2 dates for performance of the specified activities leading to the Final Approval Hearing:

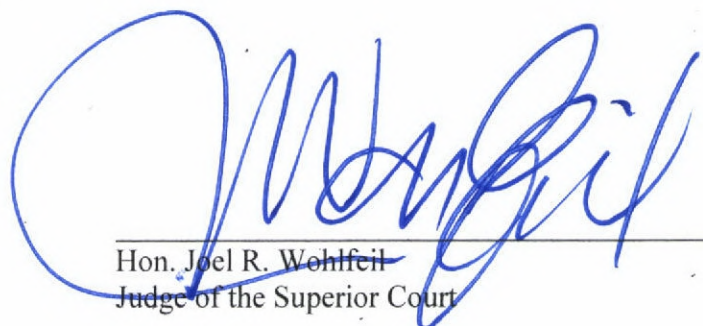
3 4 5 6 7 8 9 10 11 12	14 days after this Order Granting Preliminary Approval	Deadline for defendant to wire transfer One Million Seven Hundred Thirty-One Thousand One Hundred Twenty-Four Dollars (\$1,731,124.00) to the Settlement Administrator.
13 14 15 16 17 18	21 days after this Order Granting Preliminary Approval	Deadline for the Settlement Administrator to email the emailed Summary Class Notice to Class Members for whom an email address is available, and to mail the Summary Class Notice to Class Members for whom an email address is not available. This is the "Notice Date."
19 20 21 22 23 24 25 26 27 28	21 days after this Order Granting Preliminary Approval	Deadline for the 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.
	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" as undeliverable.
	45 days after Notice Date	Claim/Exclusion/Objection Deadline; 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; last day for Class Members to cure deficient claims.
	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 Participating Class Member and each Excluded Class Member.
	<u>16 court days prior to Final Approval Hearing</u>	Deadline for Plaintiffs to file Motion for Final Approval of Settlement
	<u>10 days prior to Final Approval Hearing</u>	Deadline for parties respond to any objections to the Settlement
	105 days after entry of Preliminary Approval Order	Final Approval Hearing

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

IT IS SO ORDERED.

DATED: 9-18, 2020



Hon. Joel R. Wohlfeil
Judge of the Superior Court

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