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**FILED**  
Clerk of the Superior Court

MAR 01 2019

By: L. Urie, Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

CATHIE CRUZ, SHANNON DALE PRICE,  
CHERYL EDGEMON, ROBERT  
DAVENPORT, PATRICK BERGERON, and  
MARY SCHNURER, individually and on  
behalf of all others similarly situated,

Plaintiffs,

vs.

SYNAPSE GROUP, INC., a Delaware  
corporation; SYNAPSECONNECT, INC., a  
Delaware corporation; and DOES 1-50,  
inclusive,

Defendants.

CASE NO. 37-2018-00032240-CU-MC-CTL  
CLASS ACTION

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

[IMAGED FILE]

1 Pending before the Court is the Unopposed Motion for Preliminary Approval of Class  
2 Action Settlement (“Motion”) relating to the settlement (“Settlement”) between plaintiffs Cathie  
3 Cruz, Shannon Dale Price, Cheryl Edgemon, Robert Davenport, Patrick Bergeron, and Mary  
4 Schnurer (“plaintiffs”) and defendants Synapse Group, Inc. and SynapseConnect, Inc. (together  
5 “Synapse” or “defendants”). Having read and considered the moving papers, including the  
6 Settlement Agreement, and finding good cause, the Court finds and orders as follows:

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

10 2. The Court hereby conditionally certifies the following class (“Class”) for  
11 settlement purposes only: “All individuals in California who, between May 17, 2012 and October  
12 8, 2018, were enrolled by Synapse in an automatic renewal or continuous service magazine  
13 subscription. Excluded from the Class are all employees of Synapse, all employees of plaintiffs’  
14 counsel, and the judicial officers to whom this case is assigned.”

15 3. The Court appoints Dostart Hannink & Coveney LLP as Class Counsel. The Court  
16 appoints Cathie Cruz, Shannon Dale Price, Cheryl Edgemon, Robert Davenport, Patrick Bergeron,  
17 and Mary Schnurer as the Class Representatives. The Court designates CPT Group, Inc. as the  
18 Settlement Administrator.

19 4. The Court preliminarily approves the Settlement, 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 a service award to the  
22 Class Representatives to the extent ultimately awarded by the Court. The Court has reviewed the  
23 monetary relief and the injunctive relief that are provided as part of the Settlement and recognizes  
24 the value to the Class. It appears to the Court on a preliminary basis that the Settlement is fair,  
25 adequate, and reasonable as to all potential Class Members when balanced against the cost and  
26 uncertainty associated with further litigation of liability and damages issues. It further appears  
27 that settlement of the Action at this time will avoid substantial additional costs by all Parties, as  
28 well as the delay and risks that would be presented by the further prosecution of the Action. It

1 also appears that the Settlement has been reached as a result of intensive, serious, and non-  
2 collusive arm's-length negotiations.

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

14         6.       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-nine (49) 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         7.       Class Members may object to the Settlement or to any of its provisions either orally  
21 or in writing. Any written objection shall be filed with the Clerk of this court and served upon  
22 counsel for the parties and the Settlement Administrator no later than forty-nine (49) days  
23 following the Notice Date. Any written objection shall be served by hand or by first-class mail  
24 upon Class Counsel (Dostart Hannink & Coveney LLP, Attention Zach P. Dostart, 4180 La Jolla  
25 Village Drive, Suite 530, La Jolla, CA 92037), Defendants' counsel (Baker & Hostetler LLP,  
26 Attention Dante A. Marinucci, Key Tower, 127 Public Square, Suite 2000, Cleveland, OH 44114),  
27 and the Settlement Administrator (CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606).  
28 Alternatively, an objection may be made to the Court orally at the final approval hearing.

1           8.     The parties shall file any motion for final approval, and Class Counsel shall file its  
2 motion for attorneys' fees, litigation expenses, and for a service award to the Class  
3 Representatives, on the dates required under the Local Rules and under controlling law.

4           9.     A final approval hearing shall be held in this Court, 330 West Broadway, San  
5 Diego, California, Department 65, on June 14, 2019, at 8:30 a.m., at which time the Court will  
6 determine whether the Settlement should be granted final approval. At that time, the Court will  
7 also consider Class Counsel's motion for attorneys' fees, litigation expenses, and a proposed  
8 service award to the Class Representatives. The Court reserves the right to adjourn or continue the  
9 date of the Final Approval Hearing without further notice to Class Members.

10          10.    If the Settlement is not finally approved by the Court, or is terminated, canceled, or  
11 fails to become effective for any reason: (i) the Settlement and this order shall be null and void and  
12 shall have no further force and effect with respect to any Party in this Action, and shall not be used  
13 in this Action or in any other proceeding for any purpose; (ii) the Parties shall revert to their  
14 respective positions as of before entering into the Settlement; and (iii) all negotiations,  
15 proceedings, documents prepared, and statements made in connection therewith shall be without  
16 prejudice to any person or Party hereto, shall not be deemed or construed to be an admission by  
17 any Party of any act, matter, or proposition, and shall not be used in any manner or for any  
18 purpose in any subsequent proceeding in this Action or in any other proceeding, provided,  
19 however, that the termination of the Settlement shall not shield from subsequent discovery any  
20 factual information provided in connection with the negotiation of the Settlement that would  
21 ordinarily be discoverable but for the attempted settlement.

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

26          12.    In accordance with the terms of the Settlement, the Court hereby adopts the  
27 following dates for performance of the specified activities leading to the Final Approval Hearing:  
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March 15, 2019 (14 days after preliminary approval)	Deadline for Settlement Administrator to email or mail the Summary Class Notice to Class Members. This is the "Notice Date."
March 15, 2019 (14 days after preliminary approval)	Deadline for Settlement Administrator to establish a Settlement Website on which it will make available the First 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.
March 15, 2019 (14 days after preliminary approval)	Deadline for defendants to wire transfer One Million Dollars (\$1,000,000.00) to the Settlement Administrator.
May 3, 2019 (49 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
May 24, 2019 (15 court days after Claim/Exclusion/Objection Deadline)	Settlement Administrator to make available to Class Counsel and defendants' counsel a written report listing the name and contact information of each Participating Class Member, each Excluded Class Member, and any person who has objected to the Settlement.
June 14, 2019, 8:30 a.m.	Final Approval Hearing

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

IT IS SO ORDERED.

MAR 01 2018

DATED: \_\_\_\_\_, 2019

**RONALD F. FRAZIER**

\_\_\_\_\_  
Hon. Ronald F. Frazier  
Judge of the Superior Court

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