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Superior Court of California,
County of San Diego
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Clerk of the Superior Court
By Veronica Navarro, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO

MARION WILLIAMS, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

UDEMY, INC., a Delaware limited liability
company, and DOES 1- 50, inclusive,

Defendants.

Case No. 37-2023-00003666-CU-BT-NC

[E-FILE]

CLASS ACTION

[PROPOSED] FINAL JUDGMENT

The Court hereby issues its Final Judgment disposing of all claims based upon the Settlement Agreement¹ entered between Marion Williams (“Plaintiff”) and Udemy, Inc. (“Udemy” or “Defendant”) and the Court’s Order Granting Final Approval of Class Settlement.

IT IS ORDERED AND ADJUDGED THAT:

1. In the Order Granting Final Approval of Class Settlement, the Court granted final certification, for purposes of Settlement only, of a Class defined as: All persons who resided in the United States and purchased a course or courses from Defendant at a discount based on a Reference Price Promotion during the period of August 23, 2017 through and including Date of Settlement. Excluded from the Class is Udemy’s Counsel, Udemy’s officers and directors, and the judge presiding over the Action.

¹ Capitalized terms in this Order, unless otherwise defined, have the same definitions as those terms in the Settlement Agreement.

1 All persons who satisfy the Class definition above are “Class Members.” However, persons who timely
2 submitted valid requests for exclusion are not Class Members.

3 2. In the Order Granting Final Approval of Class Settlement, the Court found that the Notice
4 to Class Members provided through email (for Class Members for whom Udemy had a valid email
5 address) was made in compliance with Section G(1)-(3) of the Settlement Agreement, due process, and
6 California Rules of Court, rules 3.766 and 3.769(f).

7 3. Plaintiff Marion Williams is awarded \$2,500 as an Individual Settlement Award.

8 4. Class Counsel (Lynch Carpenter LLP and Keller Postman LLC) are awarded \$1,000,000.
9 in attorneys’ fees, and reasonable litigation expenses and costs.

10 5. Udemy shall make a cash payment of four dollars (\$4.00) for every Eligible Course
11 Purchase to each Class Member who timely submits a valid Claim Form by the Response Deadline up to
12 \$40. In the event the total dollar amount of claims made exceeds the funds available in the Settlement
13 Fund Account, the per-course value to be distributed will be determined by dividing the total number of
14 courses for which claims have been made into the amount of the funds available in the Settlement Fund
15 Account. In the event the total dollar amount of claims is less than the funds available in the Settlement
16 Fund Account, that amount shall be divided by the number of Class Members who claim and are eligible
17 to receive payment and distributed in an equal amount to each such Class Member in the form of a
18 nontransferable, nonrefundable account credit useable for up to three years from the date of distribution
19 to the Udemy account associated with that Class Member’s email address.

20 6. All Class Members who did not validly and timely request to be excluded from the
21 Settlement, and each of their respective successors, assigns, legatees, heirs, and personal representatives,
22 shall waive and forfeit, and be deemed to have fully, finally and forever released and discharged all manner
23 of action, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements,
24 promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys’ fees, of any nature
25 whatsoever, known or unknown, in law or equity, fixed or contingent, which they have or may have,
26 arising out of or relating to any of the acts, omissions or other conduct that have or could have been alleged
27 or otherwise referred to in the Complaint, or any preceding version thereof filed in the Action, including
28 any and all claims related in any way to the advertisement of prices by Udemy or any of its subsidiaries

1 or affiliates (including Unknown Claims, as defined in Section I(1)-(5) of the Settlement Agreement)
2 (collectively “Released Claims”) against Udemey and each of its direct or indirect parents, wholly or
3 majority-owned subsidiaries, affiliated and related entities, predecessors, successors and assigns, partners,
4 privities, and any of their present and former directors, officers, employees, shareholders, agents,
5 representatives, attorneys, accountants, insurers, and all persons acting by, through, under or in concert
6 with it, or any of them (collectively “Released Parties”).

7 As used in this release, the term “Unknown Claims” *means with respect to the Class Released*
8 *Claims only* (as defined in Section I(4) of the Settlement Agreement), Plaintiff and the Class Members
9 expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights and benefits
10 of Section 1542 of the California Civil Code, and any other similar provision under federal or state law,
11 which provides:

12 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
13 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
14 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE**
15 **AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY**
16 **AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED**
17 **PARTY**

18 As part of this Agreement, Plaintiff and the Class Members state that they fully understand that
19 the facts on which the Settlement Agreement is to be executed may be different from the facts now
20 believed by Plaintiff, Class Members and Class Counsel to be true, and expressly accept and assume the
21 risk of this possible difference in facts, and agree that the Settlement Agreement will remain effective
22 despite any difference in facts. Further, Plaintiff and the Class Members agree that this waiver is an
23 essential and material term of this release and the Settlement that underlies it, and that without such waiver
24 the Settlement would not have been accepted.

25 7. In addition to the releases made by the Class Members set forth above, Marion Williams
26 makes the additional following general release of all claims, known or unknown: Marion Williams and
27 her successors, assigns, legatees, heirs, and personal representatives release and forever discharge the
28 Released Parties, from all manner of action, causes of action, claims, demands, rights, suits, obligations,
debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses,
and attorneys’ fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent.

1 In addition, Marion Williams and her successors, assigns, legatees, heirs, and personal
2 representatives, expressly waive and relinquish, to the fullest extent permitted by law, the provisions,
3 rights and benefits of Section 1542 of the California Civil Code, and any other similar provision under
4 federal or state law, which provides:

5 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
6 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
7 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE**
8 **AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY**
9 **AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED**
10 **PARTY.**

11 Marion Williams fully understands that the facts on which the Settlement Agreement is to be
12 executed may be different from the facts now believed by Marion Williams and her Counsel to be true,
13 and expressly accepts and assumes the risk of this possible difference in facts, and agrees that the
14 Settlement Agreement will remain effective despite any difference in facts. Further, Marion Williams
15 agrees that this waiver is an essential and material term of this release and the Settlement that underlies it,
16 and that without such waiver the Settlement would not have been accepted.

17 8. All Class Members are bound by this Final Judgment, by the Order Granting Final
18 Approval of Class Settlement, and by the terms of the Settlement Agreement.

19 NOW, THEREFORE, the Court, finding that no reason exists for delay, hereby directs the Clerk
20 to enter this Final Judgment forthwith.

21 DATED: _____

Robert P. Dahlquist
San Diego Superior Court Judge