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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] ORDER GRANTING FINAL
APPROVAL OF CLASS SETTLEMENT**

On July 28, 2023, this Court heard Plaintiff Marion Williams’ motion for final approval of the Class¹ Settlement. This Court reviewed: (a) the motion and the supporting papers, including, the Settlement Agreement and Release (“Settlement Agreement”); (b) any objections filed with, or presented to, the Court; (c) the Parties’ responses to any objections; and (d) counsels’ arguments. Based on this review and the findings below, the Court found good cause to grant the motion.

FINDINGS:

1. Upon review of the record, the Court hereby finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, and therefore approves it.

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

1 2. The Court also finds that extensive arm's-length negotiations have taken place, in good
2 faith, between Class Counsel and UdeMy's Counsel resulting in the Settlement Agreement. Parts of these
3 negotiations were presided over by the experienced JAMS Mediators, Robert Meyer and Shirish Gupta.

4 3. The Settlement Agreement provides substantial value to the Class in the form of cash
5 payments.

6 4. Defendant UdeMy provided Notice to Class Members in compliance with the Settlement
7 Agreement, due process, and California Rules of Court, rules 3.766 and 3.769(f). The Notices: (i) fully
8 and accurately informed Class Members about the Action and Settlement; (ii) provided sufficient
9 information so that Class Members could decide whether to accept the benefits offered, opt-out and pursue
10 their own remedies, or object to the Settlement; (iii) provided procedures for Class Members to submit
11 written objections to the proposed Settlement, to appear at the Fairness Hearing, and to state objections to
12 the proposed Settlement; and (iv) provided the time, date, and place of the final Fairness Hearing.

13 5. The Parties adequately performed their obligations under the Settlement Agreement.

14 6. For the reasons stated in the Preliminary Approval and Provisional Class Certification
15 Order, and having found nothing in any submitted objections that would disturb these previous findings,
16 this Court finds and determines that the proposed Class, as defined below, meets all of the legal
17 requirements for class certification, for Settlement purposes only, under California Code of Civil
18 Procedure § 382.

19 7. An award of \$1,000,000. in attorneys' fees, and reasonable litigation expenses and costs to
20 Class Counsel is fair and reasonable in light of the nature of this Action, Class Counsel's experience and
21 efforts in prosecuting this Action, and the benefits obtained for the Class.

22 8. Incentive award to Named Plaintiff Marion Williams of \$2,500 is fair and reasonable in
23 light of: (a) Named Plaintiff's risks (including financial, professional, and emotional) in commencing this
24 Action as the Class Representative; (b) the time and effort spent by Named Plaintiff in litigating this
25 Action as the Class Representative; and (c) Named Plaintiff's public interest service.

26 **IT IS ORDERED THAT:**

27 1. **Class Members.** The Class Members are defined as:
28

1 All persons who resided in the United States and purchased a course or courses from
2 Defendant at a discount based on a Reference Price Promotion during the period of
3 August 23, 2017 through and including Date of Settlement. Excluded from the Class are
4 Udey's Counsel, Udey's officers and directors, and the judge presiding over the Action.

5 2. **Binding Effect of Order.** This Order applies to all claims or causes of action settled under
6 the Settlement Agreement, and binds all Class Members, including those who did not properly request
7 exclusion under Paragraph 7 of the Preliminary Approval and Provisional Class Certification Order. This
8 order does not bind persons who submitted timely and valid requests for exclusion.

9 3. **Release.** Named Plaintiff and all Class Members who did not properly request exclusion
10 are: (a) deemed to have released and discharged Udey from all claims arising out of, or asserted in, this
11 Action and claims released under the Settlement Agreement; and (b) barred and permanently enjoined
12 from asserting, instituting, or prosecuting, either directly or indirectly, these claims. The full terms of the
13 release described in this paragraph are set forth in Sections I(1)-(5) of the Settlement Agreement and are
14 specifically incorporated herein by this reference.

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

25 5. **Attorneys' fees, and costs.** Class Counsel is awarded \$1,000,000. in fees, reasonable
26 litigation expenses and costs.

27 6. **Incentive Awards.** Named Plaintiff Marion Williams is awarded \$2,500 total as an
28 Individual Settlement Award. Payment shall be made pursuant to the timeline stated in Section 2.3 of the
Settlement Agreement.

1 7. **Court’s Jurisdiction.** Pursuant to the Parties’ request, the Court will retain jurisdiction
2 over this Action and the Parties until final performance of the Settlement Agreement.

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5 DATED: _____

_____ Robert P. Dahlquist
San Diego Superior Court Judge