

# **NOTICE REGARDING CLASS CERTIFICATION, SETTLEMENT, AND FINAL APPROVAL HEARING**

## **In re Galileo Learning, LLC**

United States Bankruptcy Court for the Northern District of California  
Case No. 20-40857 (RLE)

To: All individuals who paid money to or for the benefit of Galileo Learning, LLC (“Galileo”), prior to the filing of its chapter 11 petition (on May 6, 2020), as a full or partial deposit, advance, or payment for any of Galileo’s since-canceled in-person camp programs scheduled for 2020 and any goods or services related thereto, **but excluding** any individual who received a return or refund of all such money paid to or for the benefit of Galileo through a chargeback with their payment issuer or otherwise.

### **PLEASE CAREFULLY READ THIS NOTICE. IT MAY AFFECT YOUR LEGAL RIGHTS.**

*A federal court authorized this notice. This is not a solicitation from a lawyer.*

On November 9, 2020, in the above-referenced bankruptcy case of Galileo (the “Bankruptcy Case”), the United States Bankruptcy Court for the Northern District of California (the “Bankruptcy Court” or “Court”) certified a class consisting of those individuals described in the box above (the “Class”), of which you may be a member. A proposed settlement (the “Settlement”) has since been reached between Galileo and the Class representatives, Nanette Kearney, Krister Johnson, and Sandra Shorago (collectively, the “Class Representatives”), who act on behalf of the Class and its members in the Bankruptcy Case. The Settlement has been preliminarily approved by the Court but remains subject to the Court’s final approval. This notice provides a summary of the basic terms of the Settlement, including an explanation of your rights under the Settlement to the extent you are a Class member.

**If you are a Class member and you did not previously elect the 110% Credit Option or the 50% Coupon Option in response to Galileo’s Summer 2020 Settlement Offer (all explained in section 2 of this notice), you are now entitled to elect to receive (1) a credit under the New Credit Option, (2) a coupon under the New Coupon Option, or (3) deferred payments of cash under the Deferred Cash Payment Option (all explained in section 5 of this notice). If you are not a Class member, you are not entitled to receive any rights or benefits under the Settlement.**

**DO NOTHING AND RECEIVE DEFERRED CASH PAYMENTS:** If you qualify to be a member of the Class, you do not need to do anything to participate in the Settlement. By doing nothing, you will be deemed to have elected, by default, the Deferred Cash Payment Option (unless you previously elected the 110% Credit Option or the 50% Coupon Option in response to Galileo’s Summer 2020 Settlement Offer).

**ELECT TO RECEIVE A CREDIT OR COUPON, IN LIEU OF DEFERRED CASH PAYMENTS:** If you prefer to elect the New Credit Option or the New Coupon Option, rather than the Deferred Cash Payment Option, you must make such an election in accordance with the instructions in section 4 of this notice by no later than **January 26, 2021**.

**OBJECT TO THE SETTLEMENT:** If you wish to object to the Settlement, you must file and serve a written objection to the Settlement in accordance with the instructions in section 8 of this notice by no later than **January 26, 2021**.

**ATTEND THE FINAL APPROVAL HEARING:** If you wish to attend the Court’s hearing to consider the final approval of the Settlement, the hearing will be held on **February 9, 2021, at 10:00 a.m., Pacific Time**, and will be conducted remotely by telephone via CourtCall and by videoconference via Zoom (information on how to arrange a telephonic or video appearance can be found in section 10 of this notice).

#### **PLEASE NOTE ALL OF THE FOLLOWING:**

- **If you received Galileo’s letter or email in May or June 2020 presenting you with the Summer 2020 Settlement Offer and then you timely elected the 110% Credit Option or the 50% Coupon Option in response thereto, you may still be a Class member but are not entitled to switch from the treatment option you originally elected (and not eligible to elect the New Credit Option, the New Coupon Option, or the Deferred Cash Payment Option).**

Questions? Call (888) 278-0889 or Visit [www.GalileoSettlement.com](http://www.GalileoSettlement.com).

- If **all** of the money that you had paid to Galileo was later returned or refunded to you through a chargeback with your payment issuer or similar transaction, you are **not** a Class member and **not** entitled to receive any rights or benefits under the Settlement.
- If **less than all** of the money that you had paid to Galileo was later returned or refunded to you through a chargeback with your payment issuer or similar transaction, you are still a Class member and hold a claim against Galileo for the remaining portion of the paid money that was not returned or refunded to you.

**PURSUANT TO THE ORDER OF THE COURT ENTERED ON DECEMBER 28, 2020, YOU ARE HEREBY NOTIFIED OF THE FOLLOWING:**

### **SECTION 1: WHY DID I GET THIS NOTICE?**

You have received this notice because Galileo’s records reflect that you paid money to Galileo, prior to May 6, 2020, as a deposit for any of Galileo’s since-canceled camp programs scheduled for 2020 and any related goods or services, and, as a result, you may be a member of the Class.

To the extent you are a Class member, this notice is designed to inform you of (a) the Court’s certification of the Class, (b) your rights under the Settlement, (c) the available treatment options offered to you in full satisfaction of your claim against Galileo, (d) the Court’s hearing to consider the final approval of the Settlement, (e) how to participate in the Settlement, and (f) how to object to the Settlement.

Along with this notice, you have also received the document entitled *Settlement Response Form* (the “Response Form”). Together with the information and instructions provided within the Response Form, this notice explains how you can (a) assert your claim against Galileo (i.e., state how much money you believe Galileo owes you), (b) if eligible, elect one of the three treatment options now offered in the Settlement (i.e., the New Credit Option, the New Coupon Option, or the Deferred Cash Payment Option), and (c) opt out of granting the releases contained in the Settlement, all of which are effectuated by timely completing, signing, and returning the Response Form.

The Settlement has been memorialized in the written agreement entitled *Class Settlement Agreement* (the “Settlement Agreement”), which you can obtain by visiting the dedicated website for information about the Settlement (the “Settlement Website”), located at <https://www.galileosettlement.com/>. Upon the Court’s final approval and the occurrence of certain other conditions, the Settlement Agreement will become binding on all Class members, whether or not a Class member chooses to complete the Response Form or otherwise participate in the Settlement. The date on which the Settlement Agreement becomes binding and effective is referred to as the “Effective Date” and is expected to be a date in late February 2021 (assuming there are no issues or delays).

### **SECTION 2: WHAT IS THE CLASS LITIGATION AND BANKRUPTCY CASE ABOUT?**

From late 2019 to early 2020, thousands of customers paid money to Galileo as deposits for Galileo’s in-person camp programs scheduled for 2020 and other related goods and services offered in connection with those camp programs. However, due to the Covid-19 pandemic and the governmental orders and directives in response thereto, in April 2020, Galileo canceled all of its camp programs and was unable to, and did not, provide refunds to any customers.

On April 23, 2020, one of those customers, Nanette Kearney, on behalf of herself and others similarly situated, filed a class action complaint against Galileo, its affiliate Galileo Learning Franchising LLC, and its principal Glen Tripp in the United States District Court for the Northern District of California, commencing the civil case captioned as *Kearney v. Galileo Learning, LLC, et al.* (Case No. 3:20-cv-02807-JCS) (the “Civil Case”).

Yet, before Ms. Kearney could prosecute the Civil Case any further, Galileo sought chapter 11 bankruptcy protection in the Bankruptcy Court on May 6, 2020, which commenced the Bankruptcy Case.

In the Bankruptcy Case, Galileo alleged that its liabilities exceeded its assets and that, with the cancelation of its in-person camp programs and the resulting drop in revenue, it could not presently afford to pay back its creditors, including refunding those customers who had paid deposits for the since-canceled camp programs. Nevertheless, Galileo’s goal has been to restructure its debts and avoid liquidation by proposing a plan of reorganization that would allow Galileo to repay its creditors over time. On December 2, 2020, Galileo filed a plan entitled *Debtor’s First Amended Plan of Reorganization*

(“Galileo’s Plan” or the “Plan”), which represents Galileo’s proposal of how it will resolve the claims of all of its creditors (including the Class members). Galileo’s Plan remains subject to confirmation (i.e., final approval) by the Court.

At the beginning of the Bankruptcy Case, as a preliminary measure to compromise with some of its customers who had paid deposits, Galileo was authorized by the Court to present an offer to the customers to elect one of two treatment options (the “Summer 2020 Settlement Offer”), which the customers received by email or letter from Galileo in May or June 2020. In response to the Summer 2020 Settlement Offer, a customer could elect one of the following two treatment options:

- **110% Credit Option:** The option to receive a credit equal to 110% of the customer’s claim against Galileo, which could be used to purchase any of Galileo’s camp programs, products, or services over a roughly five-year period (the “110% Credit Option”), or
- **50% Coupon Option:** The option to receive a coupon providing the customer with a 50% discount off of any of Galileo’s camp programs, products, or services, which could be redeemed an unlimited amount of times over a roughly five-year period (the “50% Coupon Option”).

Alternatively, the customer could make no election at all in response to the Summer 2020 Settlement Offer and instead wait and see what would be offered as part of a proposed settlement or plan in the Bankruptcy Case.

Throughout the Bankruptcy Case, Galileo and the Class Representatives, with their respective counsel, have engaged in good-faith negotiations to work out how Galileo would resolve and redress the claims of the Class members. During those negotiations, and after a substantial review of Galileo’s present and projected finances, it became clear that if the Class insisted that eligible Class members (i.e., those who did not previously elect the 110% Credit Option or the 50% Coupon Option) be immediately paid back in full (an amount exceeding \$4.3 million), Galileo would be forced into liquidation, leaving each Class member to recover, at best, only pennies on the dollar (i.e., significantly less than the amount of their claim). Accordingly, the best path forward for the Class was to negotiate a compromise in which Galileo could repay eligible Class members over time while remaining in business and continuing to generate revenue from operating its camp programs, from which it could repay eligible Class members. The Settlement Agreement, which was executed by Galileo and the Class Representatives in December 2020, is the product of those negotiations and represents what is believed to be an optimal result for the Class members given the circumstances.

On November 9, 2020, the Court (a) certified the Class, (b) designated the three Class Representatives to serve as the representatives of the Class, and (c) appointed the law firms Aiman-Smith & Marcy, P.C. and Hahn & Hahn LLP to serve as co-counsel for the Class (together, the “Class Counsel”). On December 28, 2020, the Court granted preliminary approval of the Settlement Agreement and appointed Atticus Administration, LLC to administer the Settlement (the “Settlement Administrator”).

### **SECTION 3: WHO IS INCLUDED IN THE CLASS AND IN THE SETTLEMENT?**

If you fall within the scope of the following definition, then you are a Class member:

All individuals who paid money to or for the benefit of Galileo, prior to the filing of its chapter 11 petition (on May 6, 2020), as a full or partial deposit, advance, or payment for any of Galileo’s since-canceled in-person camp programs scheduled for 2020 and any goods or services related thereto, **but excluding** any individual who received a return or refund of all such money paid to or for the benefit of Galileo through a chargeback with their payment issuer or otherwise.

And if you are a Class member, then you are included in the Settlement.

Galileo has estimated that the Class contains approximately 9,250 individuals, who altogether hold approximately \$9,923,582.30 in claims against Galileo.

#### **Am I Included in the Class If I Previously Received a Full Chargeback?**

If you paid money to Galileo for any of Galileo’s since-canceled in-person camp programs and any related goods or services and all of that money was later returned or refunded to you through a chargeback with your payment issuer (e.g., the bank that issued your credit or debit card) or similar transaction, then you have been made whole and are no longer a Class member (and no longer hold a claim against Galileo).

### **Am I Included in the Class If I Previously Received a Partial Chargeback?**

If you paid money to Galileo for any of Galileo's since-canceled in-person camp programs and any related goods or services and less than all of that money was later returned or refunded to you through a chargeback with your payment issuer (e.g., the bank that issued your credit or debit card) or similar transaction, you are still a Class member (and hold a claim against Galileo for the remaining portion of the paid money that was not returned or refunded to you).

### **Am I Included in the Class If I Previously Elected a Treatment Option in Response to Galileo's Summer 2020 Settlement Offer?**

Even if you previously elected the 110% Credit Option or the 50% Coupon Option in response to Galileo's Summer 2020 Settlement Offer, you are still a Class member (assuming that you have not otherwise received a full chargeback).

Galileo has estimated that (a) approximately 4,054 Class members, who altogether hold approximately \$4,497,008.15 in claims against Galileo, timely elected the 110% Credit Option, and (b) approximately 1,090 Class members, who altogether hold approximately \$1,075,299.29 in claims against Galileo, timely elected the 50% Coupon Option.

### **Can I Opt Out of the Class or the Settlement?**

Since the Class has been certified as a mandatory, no-opt-out class, you do not have the right to opt out of the Class or the Settlement.

**If you believe that you should have the right to opt out of the Class or the Settlement, you may object to the Settlement.**

## **SECTION 4: WHAT ARE MY OPTIONS AS A CLASS MEMBER?**

If you are a Class member and you did not previously make any election in response to Galileo's Summer 2020 Settlement Offer (i.e., you did not previously elect the 110% Credit Option or the 50% Coupon Option), you are eligible to elect one of the following three treatment options now offered under the Settlement:

- **New Credit Option:** The option to receive a credit equal to 92.4% of your claim against Galileo, which can be used to purchase any of Galileo's camp programs, products, or services over a roughly five-year period (the "New Credit Option"),
- **New Coupon Option:** The option to receive a coupon providing you with a 42% discount off of any of Galileo's camp programs, products, or services, which can be redeemed an unlimited amount of times over a roughly five-year period (the "New Coupon Option"), or
- **Deferred Cash Payment Option:** The option to receive deferred payments of cash totaling no less than 84% of your claim against Galileo, plus accrued interest, paid over a period not to exceed roughly five years (the "Deferred Cash Payment Option").

Explanations for what rights and benefits you would receive under each of these three treatment options can be found in section 5 of this notice. Whichever treatment option you elect, the rights and benefits you receive under your elected treatment option are in full satisfaction of your claim against Galileo.

For the sake of clarity, at this time, you are no longer eligible to elect the 110% Credit Option or the 50% Coupon Option previously offered in Galileo's Summer 2020 Settlement Offer.

Galileo has estimated that approximately 4,106 Class members, who altogether hold approximately \$4,351,274.86 in claims against Galileo, are eligible to elect the New Credit Option, the New Coupon Option, or the Deferred Cash Payment Option now offered in the Settlement.

### **What Are My Options If I Previously Elected the 110% Credit Option or the 50% Coupon Option?**

If you previously elected the 110% Credit Option or the 50% Coupon Option in response to Galileo's Summer 2020 Settlement Offer, you are not entitled to switch from the treatment option you originally elected. Whichever treatment option you elected, the rights and benefits you receive under your elected treatment option are in full satisfaction of your claim against Galileo.

For the sake of clarity, if you previously elected the 110% Credit Option or the 50% Coupon Option, you are not eligible to elect the New Credit Option, the New Coupon Option, or the Deferred Cash Payment Option now offered in the Settlement.

### **How Do I Elect the New Credit Option, the New Coupon Option, or the Deferred Cash Payment Option?**

To elect the New Credit Option, the New Coupon Option, or the Deferred Cash Payment Option, you must check the appropriate box in the Response Form. In order for your election of a treatment option to be deemed timely and effective, the Response Form must be completed, signed, and returned to the Settlement Administrator, such that it is actually received by the Settlement Administrator by no later than **11:59 p.m., Pacific Time, on January 26, 2021**.

If you do not elect any treatment option in the Response Form (i.e., by not checking any of the applicable boxes), or you do not otherwise timely complete, sign, or return the Response Form, you are deemed to have elected, by default, the Deferred Cash Payment Option.

### **Can I Later Switch My Election of a Treatment Option to Another Treatment Option?**

If you elected (or were deemed to have elected) the Deferred Cash Payment Option by **January 26, 2021**, you can switch your election to the New Credit Option or the New Coupon Option at any time after **January 26, 2021**, up to, and including, **August 15, 2021**, by informing Galileo in writing of your switched election. In the event of such switched election, (a) if you switched to the New Credit Option, the dollar value of the credit you receive will be adjusted appropriately to account for any payments made to you, and (b) you cannot begin using the credit or redeeming the coupon, as applicable, until January 1, 2022.

If you elected the New Credit Option or the New Coupon Option, you can switch your election to the Deferred Cash Payment Option, by informing Galileo in writing of your switched election, but only if Galileo, at any time within two years following the Effective Date, fails to offer an in-person camp program that is age-appropriate for your child and located within a ten-mile radius of where your previously purchased 2020 camp program was set to take place. In the event of such switched election, the amount of payments owed to you will be adjusted appropriately to account for any use of the credit or redemption of the coupon by you, as applicable, and for when you made the switched election.

## **SECTION 5: WHAT RIGHTS AND BENEFITS DO I RECEIVE UNDER THE SETTLEMENT?**

Assuming you are a Class member, the rights and benefits you receive under the Settlement depend upon which treatment option you have elected (or are deemed to have elected).

### **What Do I Receive If I Previously Elected the 110% Credit Option?**

If you previously elected the 110% Credit Option in response to Galileo's Summer 2020 Settlement Offer, you will continue to receive and retain the rights and benefits under the 110% Credit Option.

The complete terms and conditions of the 110% Credit Option are set forth in the Court's order entitled *Order Granting Motion of Debtor Galileo Learning, LLC for Entry of Order Approving Settlement with Certain Customer/Creditors*, which can be obtained by visiting the Settlement Website at <https://www.galileosettlement.com/>.

For the sake of clarity, the rights and benefits under the 110% Credit Option previously offered in the Summer 2020 Settlement Offer are different than the rights and benefits under the New Credit Option now offered in the Settlement.

### **What Do I Receive If I Previously Elected the 50% Coupon Option?**

If you previously elected the 50% Coupon Option in response to Galileo's Summer 2020 Settlement Offer, you will continue to receive and retain the rights and benefits under the 50% Coupon Option.

The complete terms and conditions of the 50% Coupon Option are set forth in the Court's order entitled *Order Granting Motion of Debtor Galileo Learning, LLC for Entry of Order Approving Settlement with Certain Customer/Creditors*, which can be obtained by visiting the Settlement Website at <https://www.galileosettlement.com/>.

For the sake of clarity, the rights and benefits under the 50% Coupon Option previously offered in the Summer 2020 Settlement Offer are different than the rights and benefits under the New Coupon Option now offered in the Settlement.

### **What Do I Receive If I Elect the New Credit Option?**

If you elect the New Credit Option, you will receive a credit issued by Galileo, the basic terms of which are as follows:

- The dollar value of the credit is equal to (a) 92.4% of your claim against Galileo, or (b) if you were a 2020 scholarship recipient, 92.4% of the full retail price of your previously purchased 2020 camp programs, products, and services.
- You may use the credit to purchase any of Galileo's in-person camp programs, online or virtual camp programs, or other products or services.
- You may transfer the credit one time to any third party, including a family member or friend.
- The credit is valid until December 31, 2025.
- Instructions on how to use the credit will be delivered to you by email at the email address you provide in the Response Form.

In addition, you are being offered priority enrollment in any of Galileo's in-person camp programs in each year in which the credit remains valid, provided that you purchase and enroll in the in-person camp program by the later of (a) January 31 of the applicable year or (b) the 14th day after the opening of enrollment for the applicable year. Galileo also agrees not to initially increase the retail price of any in-person camp programs identical or similar to your previously purchased 2020 camp program, until the later of (y) six months after the reopening of in-person camp programs within the county in which your previously purchased 2020 camp program was set to take place or (z) December 31, 2021.

The above represents only a brief explanation of the New Credit Option. The complete terms and conditions of the New Credit Option are set forth in Exhibit B to the Settlement Agreement, which can be obtained by visiting the Settlement Website at <https://www.galileosettlement.com/>.

For the sake of clarity, the rights and benefits under the New Credit Option now offered in the Settlement are different than the rights and benefits under the 110% Credit Option previously offered in the Summer 2020 Settlement Offer (which you did not make an election thereunder or otherwise respond thereto). Under the New Credit Option, you would have otherwise received a credit having a dollar value equal to 110% of your claim (like under the 110% Credit Option), but that percentage rate has been reduced by 1/6.25 (or 16%) to 92.4% to account for your proportionate share of the Administrative Costs, Fee Award, and Service Awards.

### **What Do I Receive If I Elect the New Coupon Option?**

If you elect the New Coupon Option, you will receive a coupon issued by Galileo, the basic terms of which are as follows:

- The coupon provides a 42% discount off of the retail price of any of Galileo's in-person camp programs, online or virtual camp programs, or other products or services.
- You may redeem the coupon an unlimited amount of times (while the coupon remains valid).
- You may not transfer the coupon to a third party, but the coupon may be used for the benefit of any child in your family.
- The coupon is valid until December 31, 2025.
- Instructions on how to redeem the coupon will be delivered to you by email at the email address you provide in the Response Form.

In addition, you are being offered priority enrollment in any of Galileo's in-person camp programs in each year in which the coupon remains valid, provided that you purchase and enroll in the in-person camp program by the later of (a) January 31 of the applicable year or (b) the 14th day after the opening of enrollment for the applicable year. Galileo also agrees not to initially increase the retail price of any in-person camp programs identical or similar to your previously purchased 2020 camp program, until the later of (y) six months after the reopening of in-person camp programs within the county in which your previously purchased 2020 camp program was set to take place or (z) December 31, 2021.

The above represents only a brief explanation of the New Coupon Option. The complete terms and conditions of the New Coupon Option are set forth in Exhibit C to the Settlement Agreement, which can be obtained by visiting the Settlement Website at <https://www.galileosettlement.com/>.

For the sake of clarity, the rights and benefits under the New Coupon Option now offered in the Settlement are different than the rights and benefits under the 50% Coupon Option previously offered in the Summer 2020 Settlement Offer (which you did not make an election thereunder or otherwise respond thereto). Under the New Coupon Option, you would have otherwise received a coupon providing a 50% discount (like under the 50% Coupon Option), but that percentage rate has been reduced by 1/6.25 (or 16%) to 42% to account for your proportionate share of the Administrative Costs, Fee Award, and Service Awards.

### **What Do I Receive If I Elect the Deferred Cash Payment Option?**

If you elect (or are deemed to have elected) the Deferred Cash Payment Option, you will receive deferred payments of cash funded by Galileo, the basic terms of which are as follows:

- The total amount of the payments due to you will be equal to no less than 84% of your claim against Galileo, plus the interest that accrues on your claim (accruing at a 5% annual rate, beginning on the Effective Date).
- Generally, you will receive payments of varying amounts once or twice a year until no later than April 30, 2025, at which point you will have received the total amount due to you. When you will begin receiving payments and how much each payment will be are determined by the Settlement's payment schedule and payment priority scheme and depend on several factors, including (a) the amount of your claim, (b) the total amount of the claims of the Class members who similarly elect (or are deemed to have elected) the Deferred Cash Payment Option, (c) Galileo's net income for 2022 and 2023, and (d) the approved amounts of the Administrative Costs, Fee Award, and Service Awards. **A further explanation of these issues can be found in the following subsection.**
- Checks will be issued and delivered to you by first-class mail at the mailing address you provide in the Response Form.

The above represents only a brief explanation of the Deferred Cash Payment Option. The complete terms and conditions of the Deferred Cash Payment Option are set forth in Exhibit D to the Settlement Agreement, which can be obtained by visiting the Settlement Website at <https://www.galileosettlement.com/>.

For the sake of clarity, under the Deferred Cash Payment Option, you would have otherwise received payments totaling 100% of your claim, plus accrued interest, but that percentage rate has been reduced by 1/6.25 (or 16%) to 84% to account for your proportionate share of the Administrative Costs, Fee Award, and Service Awards.

### **If I Elect the Deferred Cash Payment Option, When Will I Begin Receiving Payments and How Much Will Each Payment Be?**

In addition to funding the payments due to the Class members who elect the Deferred Cash Payment Option, Galileo is also responsible for funding the following other payments due to the following other recipients under the Settlement:

- **Administrative Costs (Settlement Administrator):** Payments will be made to the Settlement Administrator on account of its reasonable fees, costs, and expenses charged or incurred in connection with administering the Settlement (the "Administrative Costs"), which are not to exceed **\$100,000** (or such other amount approved by the Court).
- **Fee Award (Class Counsel):** Payments will be made to the Class Counsel on account of their monetary award of attorneys' fees compensating them for their services as the appointed co-counsel for the Class (the "Fee Award"), in the amount approved by the Court. The Class Counsel have represented the Class throughout the Bankruptcy Case and will continue to represent the Class until all of Galileo's obligations under the Settlement have been performed. The payments of cash funded by Galileo will be the only source from which the Fee Award is paid to the Class Counsel, and no Class member will be required to pay the Class Counsel any portion of the Fee Award or any other attorneys' fees or expenses out of their own pocket. The Class Counsel will request that the Court approve the Fee Award in an amount not to exceed **\$600,000** (representing approximately 6.05% of the pool of claims of all Class members and approximately 13.79% of the pool of claims of those Class members eligible to elect the New Credit Option, the New Coupon Option, or the Deferred Cash Payment Option).
- **Service Awards (Class Representatives):** Payments will be made to each of the three Class Representatives on account of their monetary award compensating them for their services as a designated representative of the Class (the "Service Award"), in the amount approved by the Court. The Class Representatives have investigated the underlying issues in this matter, sought out counsel to pursue Galileo, initiated the Civil Case, represented the Class throughout

the Bankruptcy Case, committed time and effort to work with the Class Counsel in negotiating, formulating, and finalizing the terms of the Settlement, and agreed to grant the releases contained under the Settlement. The payments of cash funded by Galileo will be the only source from which the Service Awards are paid to the Class Representatives, and no Class member will be required to pay any Class Representative any portion of a Service Award out of their own pocket. The Class Representatives will request that the Court approve the Service Awards in a total amount not to exceed **\$20,000**.

To fund all of the various payments due under the Settlement, Galileo is required to deliver funds to the Settlement Administrator on the dates and in the amounts according to the following payment schedule:

Date	Amount
Effective Date (est. late February 2021)	(a) 6% of the pool of claims of all Class members who elected the Deferred Cash Payment Option, or (b) \$200,000, whichever amount is greater
mid-September 2021	(a) 12.5% of the pool of claims of all Class members who elected the Deferred Cash Payment Option, or (b) \$375,000, whichever amount is greater
mid-September 2022	(a) 12.5% of the pool of claims of all Class members who elected the Deferred Cash Payment Option, or (b) \$375,000, whichever amount is greater
mid-April 2023	(a) 20% of Galileo's 2022 net income, but only if such net income is greater than \$1,750,000, or (b) \$0, if Galileo's 2022 net income is less than or equal to \$1,750,000
mid-September 2023	(a) 12.5% of the pool of claims of all Class members who elected the Deferred Cash Payment Option, or (b) \$425,000, whichever amount is greater
mid-April 2024	(a) 20% of Galileo's 2023 net income, but only if such net income is greater than \$1,750,000, or (b) \$0, if Galileo's 2023 net income is less than or equal to \$1,750,000
mid-September 2024	The remaining amount needed for all Class members who elected the Deferred Cash Payment Option to each receive at least 84% of their claim in the aggregate, plus the accrued Administrative Costs as of such date
mid-April 2025	All interest that accrued on the pool of claims of all Class members who elected the Deferred Cash Payment Option, plus the accrued Administrative Costs as of such date

In addition to the above, if Galileo secures certain financing at any time prior to April 30, 2025, Galileo is also required to deliver funds to the Settlement Administrator in the amount of (a) 20% of the net proceeds received from that financing or (b) \$1,000,000, whichever is less.

Upon receipt of the required funds from Galileo, the Settlement Administrator is then required to allocate the funds according to the following payment priority scheme:

- **First**, for the payments due to the Settlement Administrator, in the amount of the accrued Administrative Costs as of the payment date;
- **Second**, for the payments due to the Class Counsel, in the amount of (a) the balance of the Fee Award or (b) the remaining funds, whichever is less;
- **Third**, for the payments due to the Class Representatives, in the amount of (a) the balance of the Service Awards or (b) the remaining funds, whichever is less; and
- **Fourth**, for the payments due to the Class members who elected the Deferred Cash Payment Option, with each Class member entitled to receive their pro rata share of the remaining funds.

Once the funds have been received and allocated, the Settlement Administrator, within 14 days of receipt of the funds, will then issue and deliver checks in the appropriate amounts to the appropriate recipients.

To illustrate how the Settlement's payment schedule and payment priority scheme work, consider the following example:

- Assumptions: (a) your claim against Galileo is **\$1,500**, (b) the pool of claims of the Class members who elected the Deferred Cash Payment Option is **\$3,500,000**, (c) the Fee Award is **\$600,000**, (d) the Service Awards total **\$20,000**, (e) the accrued Administrative Costs are **\$30,000** on the first payment date and **\$7,000** on the subsequent payment dates, (f) Galileo's net income in both 2022 and 2023 is **\$2,000,000**, and (g) Galileo does not secure any financing.
- Whenever you and the other Class members who elected the Deferred Cash Payment Option are eligible to receive payments, your pro rata share is calculated to be  $3/7000$  ( $\$1,500 \div \$3,500,000$ ) of the remaining funds.
- On the Effective Date, Galileo delivers funds of \$210,000 (6% of \$3,500,000), from which (a) the first \$30,000 are allocated for the Administrative Costs, and (b) the remaining \$180,000 are allocated for the Fee Award.
- In mid-September 2021, Galileo delivers funds of \$437,500 (12.5% of \$3,500,000), from which (a) the first \$7,000 are allocated for the Administrative Costs, (b) the next \$420,000 are allocated for the Fee Award, and (c) the remaining \$10,500 are allocated for the Service Awards.
- In mid-September 2022, Galileo delivers funds of \$437,500 (12.5% of \$3,500,000), from which (a) the first \$7,000 are allocated for the Administrative Costs, (b) the next \$9,500 are allocated for the Service Awards, and (c) the remaining \$421,000 are allocated for the payments to the Class members, and out of which you receive your first payment of \$180.43.
- In mid-April 2023, Galileo delivers funds of \$400,000 (20% of \$2,000,000), from which (a) the first \$7,000 are allocated for the Administrative Costs, and (b) the remaining \$393,000 are allocated for the payments to the Class members, and out of which you receive your second payment of \$168.43.
- In mid-September 2023, Galileo delivers funds of \$437,500 (12.5% of \$3,500,000), from which (a) the first \$7,000 are allocated for the Administrative Costs, and (b) the remaining \$430,500 are allocated for the payments to the Class members, and out of which you receive your third payment of \$184.50.
- In mid-April 2024, Galileo delivers funds of \$400,000 (20% of \$2,000,000), from which (a) the first \$7,000 are allocated for the Administrative Costs, and (b) the remaining \$393,000 are allocated for the payments to the Class members, and out of which you receive your fourth payment of \$168.43.
- In mid-September 2024, Galileo delivers funds of \$1,309,500, from which (a) the first \$7,000 are allocated for the Administrative Costs, and (b) the remaining \$1,302,500 are allocated for the payments to the Class members, and out of which you receive your fifth payment of \$558.21.
- In mid-April 2025, Galileo delivers funds of an amount necessary to pay the accrued Administrative Costs (of \$7,000) and all interest that has accrued on the pool of claims of the Class members who elected the Deferred Cash Payment Option, out of which you receive your final payment equal to all interest that has accrued on your claim.

### **What Are the Tax Consequences of Receiving a Credit, Coupon, or Payments?**

The final approval and implementation of the Settlement may have tax consequences to you. Due to the possible varying circumstances of the Class members, no tax opinion has been sought or will be obtained with respect to any tax consequences of the Settlement. **This notice does not constitute, and is not intended to constitute, either a tax opinion or tax advice to you or any other person, and the statements contained in this notice are provided for informational purposes only.**

**You are advised to seek your own personal tax advice regarding (a) any potential tax consequences of you receiving the credit, coupon, or payments, as applicable, in full satisfaction of your claim against Galileo, and (b) if applicable, any potential tax consequences to you from the reduction or adjustment in your rights and benefits to the credit, coupon, or payments, as applicable, to account for your share of the Administrative Costs, the Fee Award, and the Service Awards. For the avoidance of doubt, Galileo, Galileo's Counsel, the Class Representatives, and the Class Counsel have not made, and are not making in connection with the Settlement, any representations regarding possible tax consequences relating to the 110% Credit Option, the 50% Coupon Option, the New Credit**

**Option, the New Coupon Option, or the Deferred Cash Payment Option, and Galileo, Galileo's Counsel, the Class Representatives, and the Class Counsel shall not be held responsible for any such tax consequences.**

## **SECTION 6: HOW MUCH IS MY CLAIM AGAINST GALILEO?**

Assuming you are a Class member, the amount of your claim against Galileo (i.e., how much money Galileo owes you) may affect the extent of the rights and benefits you receive under your elected treatment option.

In a typical scenario, the amount of a Class member's claim will likely be the amount of money that they had originally paid to Galileo. If a Class member successfully pursued a partial chargeback, the amount of the Class member's claim will likely be the amount of money that they had originally paid to Galileo, less the amount of money that was later returned or refunded to them through the chargeback.

By visiting the Settlement Website, located at <https://www.galileosettlement.com/>, you can review what Galileo believes to be the amount of your claim based on its records. After visiting the Settlement Website, if you agree that Galileo's records accurately reflect the amount of your claim, you do not need to do anything to assert your claim against Galileo. However, if you disagree that Galileo's records accurately reflect the amount of your claim, you must assert what you believe to be your claim against Galileo.

### **How Do I Assert My Claim If I Disagree with Galileo's Records?**

If you disagree that Galileo's records accurately reflect the amount of your claim against Galileo, in order to assert your claim, you must (a) check the appropriate box in the Response Form, (b) specify what you assert to be the amount of your claim against Galileo in the Response Form, and (c) attach to the Response Form any supporting documentation that substantiates your asserted claim or claim amount (e.g., a receipt from Galileo). In order for your assertion of your claim against Galileo to be deemed timely and effective, the Response Form must be completed, signed, and returned to the Settlement Administrator, such that it is actually received by the Settlement Administrator by no later than **11:59 p.m., Pacific Time, on January 26, 2021**.

If you do not timely complete, sign, or return the Response Form, the amount of your claim against Galileo is deemed to be the amount reflected in Galileo's records (unless you have filed a proof of claim in the Bankruptcy Case).

### **What Happens If I Filed a Proof of Claim?**

If you filed a proof of claim in the Bankruptcy Case and you also timely completed, signed, and returned the Response Form, you are deemed to have asserted your claim against Galileo in the amount specified in the Response Form, regardless of whether the Response Form was returned before or after the proof of claim was filed.

If you filed a proof of claim in the Bankruptcy Case and you do not timely complete, sign, or return the Response Form, you are deemed to have asserted your claim against Galileo in the amount specified in the proof of claim.

### **What Happens If Galileo Disputes My Asserted Claim or Claim Amount?**

If Galileo disputes your claim or the amount of your claim as asserted by you in the Response Form or the proof of claim, as applicable, Galileo is required to make a reasonable attempt to meet and confer with you by email, telephone, or other reasonable form of communication and further attempt in good faith to resolve the dispute with you without intervention by the Court. If you and Galileo are able to resolve the dispute without intervention by the Court, such resolution must be memorialized in writing and signed by you and Galileo. If you and Galileo are unable to resolve the dispute, Galileo may submit the dispute to the Court for resolution.

## **SECTION 7: WHAT CLAIMS AM I RELEASING UNDER THE SETTLEMENT?**

The Settlement contains releases of claims against third parties by each Class member, provided that the Class member has timely completed, signed, and returned the Response Form and has not elected to opt out of the releases. The releases contained in the Settlement are stated as follows:

**Except for the rights arising out of, provided for, or reserved in [the Settlement], upon the Effective Date, the [Class members] who (a) have timely returned [this form] to the Settlement Administrator and (b) did not elect to "opt out" of the releases by marking the appropriate box on [the Response Form], and all persons or entities claiming by and through them, and each of them**

[(collectively, the “Member Releasing Parties”), release and forever discharge [Galileo, Galileo’s bankruptcy estate, and their parents, subsidiaries, affiliates, related entities, predecessors, successors, assigns, employees, officers, directors, insurers, agents, representatives, professionals, attorneys, and other persons or entities claiming by or through them, and each of them (collectively, the “Released Parties”) from any and all liabilities, claims, debts, demands, controversies, rights of recovery, rights to payment, suits, actions, causes of action, complaints, obligations, damages, liquidated damages, losses, injuries, penalties, attorneys’ fees, expenses, and costs, of any kind or nature whatsoever, in law or equity, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, asserted or not asserted, subject to dispute or otherwise, from the beginning of time through their respective execution of [the Response Form], which the Member Releasing Parties, or any of them, may have had or held, now have or hold, or may hereafter purport to have or hold against the Released Parties, or any of them, with respect to any matters concerning, arising out of, related to, or in connection with their respective [claims against Galileo that fall within the scope of the Class], the subject matter of the Civil Case, or the subject matter of the [Bankruptcy Case] relating to [the Class Representatives’ representative claim against Galileo (collectively, the “Member Released Claims”).]

It is the intention of the [Member Releasing Parties], and each of them, that [the Settlement] shall be effective as a complete, full, and final accord and satisfaction, and release of each and every [Member Released Claim] set forth in, and within the scope of [the above paragraph]. To the extent any law of any State purports to limit the general releases intended by [the Settlement], except with respect to enforcing [the Settlement], the [Member Releasing Parties], and each of them, knowingly and voluntarily, fully and forever, waive any and all benefits and rights that they may have had or held, now have or hold, or may hereafter purport to have or hold with respect to the subject matter of the [Member Released Claims] by reason of section 1542 of the California Civil Code or any other statute or common law of any State to the same effect. Section 1542 of the California Civil Code provides,

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

The election to opt out of granting the releases stated above is at a Class member’s option, and electing to opt out has no impact on the rights and benefits that the Class member receives under their elected treatment option.

### **How Do I Opt Out of the Releases?**

To opt out of granting the releases contained in the Settlement, you must check the appropriate box in the Response Form. In order for your opt-out election to be deemed timely and effective, the Response Form must be completed, signed, and returned to the Settlement Administrator, such that it is actually received by the Settlement Administrator by no later than **11:59 p.m., Pacific Time, on January 26, 2021**.

Additionally, if you do not timely complete, sign, or return the Response Form, you are deemed to have not granted the releases contained in the Settlement.

## **SECTION 8: WHAT ARE MY RIGHTS AS A CLASS MEMBER?**

### **Can I Participate in the Settlement?**

The Class Representatives and Class Counsel represent your interests as a Class member. You are a part of the Class, and you will be bound by the terms of the Settlement Agreement and any final order that may be entered by the Court. As a Class member, you will not be responsible for the payment of attorneys’ fees or the reimbursement of litigation expenses, unless you retain your own counsel, in which case you will be responsible for your own fees and expenses.

If the Court grants final approval of the Settlement and the Settlement becomes binding on you, (a) if applicable, the instructions on how to use the credit or redeem the coupon will be delivered to you by email at the email address you provide in the Response Form, and (b) if applicable, checks will be delivered to you by first-class mail at the mailing

address you provide in the Response Form. **If you move at any time after you return the Response Form, you must inform the Settlement Administrator in writing of your changed mailing address to reduce the possibility of a delay in receiving your future checks.**

### **Can I Object to the Settlement?**

You may object to the Settlement and ask the Court to deny final approval of the Settlement by filing with the Court and serving on the Class Counsel and Galileo's Counsel a written objection to the Settlement by no later than **January 26, 2021**.

Any written objection must (a) contain your full name, address, telephone number, email address, and last four digits of your Social Security number; (b) provide a clear statement that you object to the Settlement, along with the legal and factual grounds on which your objection is based; (c) state whether you intend to appear at the Court's hearing to consider the final approval of the Settlement, and if so, whether it will be on your own behalf or through counsel; (d) identify every case, action, or proceeding in which you (or your counsel) has objected to a class action settlement by the name of the court, the name and docket number of the case, the date of the objection, and any docket number assigned to the objection; (e) attach any evidence to support your objection and any other documents that you wish the Court to consider; (f) be signed by you (or your counsel); and (g) be filed with the Court and served on the Class Counsel and Galileo's Counsel (their addresses can be found in section 12 of this notice) by no later than the deadline stated above.

If you fail to timely file and serve an objection to the Settlement that complies with the above, you are deemed to have waived and forfeited any and all rights that you may have to object to the Settlement and appear at the hearing and be heard by the Court.

If you timely file and serve an objection to the Settlement, you may appear on your own behalf or appear through counsel of your choice (paid at your own expense) at the hearing and be heard by the Court, if you wish to do so, but only if you stated in your objection that you intended to appear at the hearing.

If the Court overrules your objection, you will be bound by the terms of the Settlement Agreement.

Information on how to file a document can be found on the Court's website located at <https://www.canb.uscourts.gov/>.

**Even if you wish to object to the Settlement, it is recommended that you still timely complete, sign, and return the Response Form in the event that the Settlement is finally approved by the Court and becomes binding on you.**

### **SECTION 9: HOW DOES GALILEO'S PLAN AFFECT THE SETTLEMENT?**

Even if the Court grants final approval of the Settlement, the Settlement will not become binding on any Class members unless the Court also confirms (i.e., finally approves) Galileo's Plan. The hearing to consider the confirmation of Galileo's Plan will coincide with the hearing to consider the final approval of the Settlement.

#### **Has My Claim Against Galileo Been Addressed in Galileo's Plan?**

Galileo's Plan represents Galileo's proposal of how it will resolve the claims of all of its creditors, including the Class members. The Plan incorporates the Settlement Agreement, which means that the Plan has addressed your claim against Galileo. Furthermore, if there is a conflict or inconsistency between the provisions of the Settlement Agreement and the provisions of the Plan, the provisions of the Settlement Agreement will control.

Galileo is required to place nearly all of the claims of its creditors in classes that Galileo establishes under the Plan. The Class Representatives' representative claim against Galileo (which is asserted on behalf of the Class and is comprised of all individual claims of the Class members) has been placed in Class 5 under the Plan, which means that your claim has been effectively placed in Class 5 under the Plan as well. In Class 5 under the Plan, the Plan treats your claim by providing that you will receive the applicable treatment provided in the Settlement (i.e., the rights and benefits you receive under your elected treatment option) in full satisfaction of your claim against Galileo.

For the sake of clarity, the Class, which has been certified by the Court and of which you are a member, is a distinct legal concept from the classes established by Galileo under the Plan (including Class 5 under the Plan); however, as a practical matter, as long as you have timely completed, signed, and returned the Settlement Form in your capacity as a Class member, there is nothing additional that you must do as a creditor placed in Class 5 under the Plan.

### **Can I Participate in the Plan Confirmation Proceeding?**

In Class 5 under the Plan, the Class Representatives have the right to vote, via a single, joint ballot, to accept or reject the Plan on behalf of all Class members, and the Class Representatives have agreed to vote to accept the Plan. Since the Class Representatives are voting on the Plan on behalf of you and the other Class members, you do not have the right to individually or separately vote on the Plan on account of your claim against Galileo.

### **If you believe that you should have the right to vote on the Plan, you may object to the Settlement.**

You may also object to the Plan and ask the Court to deny confirmation of the Plan by filing with the Court and serving on the Class Counsel and Galileo's Counsel a written objection to the Plan.

### **SECTION 10: WHEN AND WHERE IS THE FINAL APPROVAL HEARING?**

The Court will hold a hearing to consider the final approval of the Settlement on **February 9, 2021, at 10:00 a.m., Pacific Time**. Due to the ongoing Covid-19 pandemic, the hearing will not be conducted in person in a courtroom, and there will be no physical access to the courtroom. Instead, the hearing will be conducted remotely by telephone via CourtCall and by videoconference via Zoom. Information on how to arrange a telephonic or video appearance can be found on the Court's website located at <https://www.canb.uscourts.gov/>.

At the hearing, the Court will be asked to finally approve the Settlement as fair, reasonable, and adequate, as well as to approve the requests for the Fee Award and the Service Awards. The hearing may be postponed or continued without further notice to the Class members.

### **Do I Have to Come to the Hearing?**

It is not necessary for you to attend the hearing.

### **Can I Speak at the Hearing?**

If you have timely filed and served an objection to the Settlement and stated therein that you intend to appear at the hearing, you or your counsel may appear at the hearing and be heard by the Court.

### **SECTION 11: WHAT HAPPENS IF I DO NOTHING?**

If you do not timely complete, sign, or return the Response Form or you otherwise do nothing, you may still be a Class member, and (a) the amount of your claim against Galileo may be determined solely by what Galileo believes to be the amount of your claim, (b) if applicable, your election of the 110% Credit Option or the 50% Coupon Option previously offered in Galileo's Summer 2020 Settlement Offer will remain unchanged, (c) if eligible to elect one of the three treatment options now offered in the Settlement, you are deemed to have elected, by default, the Deferred Cash Payment Option, and (d) you are deemed to have not granted the releases contained in the Settlement.

### **SECTION 12: HOW CAN I GET MORE INFORMATION?**

This notice only provides a summary of the basic terms of the Settlement. For the precise terms of the Settlement, you can refer to the complete Settlement Agreement, which can be obtained by visiting the Settlement Website at <https://www.galileosettlement.com/>. To the extent that there is any conflict or inconsistency between this notice and the Settlement Agreement, the terms of the Settlement Agreement shall control.

Additional information about the Settlement and other documents relating to the Settlement and Galileo's Plan can also be obtained on the Settlement Website, including copies of the Plan, the disclosure statement describing the Plan, the motion seeking preliminary approval of the Settlement, the Court's order preliminarily approving the Settlement, and the motion seeking final approval of the Settlement.

If you would have any questions about the Settlement, you can contact the Class Counsel, Galileo's Counsel, or the Settlement Administrator at the following:

Class Counsel:

John A. Lofton, Esq.  
jal@asmllawyers.com  
AIMAN-SMITH & MARCY, P.C.  
7677 Oakport Street, Suite 1150  
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Tel: (510) 817-2711

Galileo's Counsel:

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Class Counsel:

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Pasadena, California 91101  
Tel: (626) 796-9123

Settlement Administrator:

ATTICUS ADMINISTRATION, LLC  
GalileoSettlement@AtticusAdmin.com  
P.O. Box 64053  
Saint Paul, Minnesota 55164  
Tel: (888) 278-0889

**PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THE SETTLEMENT.**

Dated: December 28, 2020

By Order of the Court