

Name:

## **SETTLEMENT RESPONSE FORM**

### **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.

**BEFORE READING AND COMPLETING THIS FORM, PLEASE CAREFULLY READ THE NOTICE REGARDING CLASS CERTIFICATION, SETTLEMENT, AND FINAL APPROVAL HEARING. IT MAY AFFECT YOUR LEGAL RIGHTS.**

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 “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. Upon final approval and the occurrence of certain other conditions, the Settlement will be binding on all Class members, whether or not a Class member chooses to complete this form or otherwise participate in the Settlement. A summary of the basic terms of the Settlement can be found in the document entitled *Notice Regarding Class Certification, Settlement, and Final Approval Hearing* (the “Class Notice”), which you have received along with this form.<sup>1</sup>

As a presumed Class member, you are receiving this form that will allow you to (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. **If you are not a Class member, you are not entitled to receive any rights or benefits under the Settlement, and completing this form will have no legal effect.**

Before completing this form, you should carefully read and follow all information and instructions provided within this form. In addition, you should carefully read the Class Notice to understand your rights under the Settlement, including, if applicable, the rights and benefits you would receive under the New Credit Option, the New Coupon Option, or the Deferred Cash Payment Option now offered in the Settlement. In order to be deemed timely and effective, this form must be completed, signed under penalty of perjury, and returned to the Settlement Administrator by no later than **January 26, 2021** (instructions on how to return this form can be found at the end of this form). You should complete this form in a sequential manner, starting with Step 1, but you may not need to complete all of the numbered steps depending on which boxes you have checked (instructions on which step to move on to can be found at the end of a step or checkable box, as applicable).

**BEFORE COMPLETING THIS FORM, PLEASE NOTE ALL OF THE FOLLOWING:**

- **If you received Galileo’s letter or email in May or June 2020 presenting you with an offer to elect the 110% Credit Option or the 50% Coupon Option (the “Summer 2020 Settlement Offer”) and then you timely elected one of those treatment options, 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). You may complete this form, except for Step 3.**

<sup>1</sup> Unless separately defined in this form, all capitalized terms used in this form have the same respective meanings assigned to them in the Class Notice.

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- 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. You may **not** complete this form.
- 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. You may complete this form.
- If you are eligible to elect one of the three treatment options now offered in the Settlement (i.e., you are a Class member who did not previously make any election in response to Galileo's Summer 2020 Settlement Offer) but you do **not** elect any treatment option in this form (i.e., by not checking any boxes in Step 3), you are deemed to have elected, by default, the Deferred Cash Payment Option.
- If you do **not** timely complete, sign, or return this form, 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.
- Even if you wish to object to the Settlement, it is recommended that you still timely complete, sign, and return this form in the event that the Settlement is finally approved by the Court and becomes binding on you.

**Step 1. Acknowledgement of Chargeback.** If you paid money to Galileo as a deposit for any of Galileo's since-canceled in-person camp programs scheduled for 2020 and any related goods or services, you may be a Class member. However, you **no longer** qualify to be a Class member if you, at any time, received a return or refund of **all** of that money through a chargeback with your payment issuer (e.g., the bank that issued your credit or debit card) or similar transaction. Please acknowledge below whether you have received a return or refund of all, some, or none of your money through a chargeback or similar transaction by checking the appropriate box and, if applicable, filling in the requested information.

<b>Check one:</b>	<input type="checkbox"/> I have <u>received</u> a return or refund of <u>all</u> of the money that I paid to Galileo, which I received through a chargeback with my payment issuer or similar transaction. <i>If you checked this box, you are <b>not</b> a Class member and <b>not</b> entitled to receive any rights or benefits under the Settlement. Completing this form will have <b>no</b> legal effect.</i>
	<input type="checkbox"/> I have <u>received</u> a return or refund of <u>less than all</u> of the money that I paid to Galileo, which I received through a chargeback with my payment issuer or similar transaction. The amount of money that I had paid to Galileo was \$_____ The amount of money that was returned or refunded to me was \$_____ <i>If you checked this box, proceed to Step 2.</i>
	<input type="checkbox"/> I have <u>not received</u> a return or refund of <u>any</u> of the money that I paid to Galileo through a chargeback with my payment issuer or similar transaction, and I have no pending or outstanding request or claim for a chargeback with my payment issuer at this time. <i>If you checked this box, proceed to Step 2.</i>

**Step 2. Acknowledgement of Prior Election of Treatment Option.** In May or June 2020, you may have received an email or letter from Galileo presenting you with the Summer 2020 Settlement Offer. In response, you could have elected the 110% Credit Option or the 50% Coupon Option, or you could have made no election at all. If you did elect one of those two treatment options previously offered in the Summer 2020 Settlement Offer, you are **not**

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entitled to switch from the treatment option you originally elected (and not eligible to elect any of the three treatment options now offered in the Settlement). Please acknowledge how you responded to Galileo's Summer 2020 Settlement Offer below by checking the appropriate box.

<b>Check one:</b>	<input type="checkbox"/> I previously elected the <u>110% Credit Option</u> in response to Galileo's Summer 2020 Settlement Offer. <i>If you checked this box, <u>skip Step 3 and proceed to Step 4.</u></i>
	<input type="checkbox"/> I previously elected the <u>50% Coupon Option</u> in response to Galileo's Summer 2020 Settlement Offer. <i>If you checked this box, <u>skip Step 3 and proceed to Step 4.</u></i>
	<input type="checkbox"/> I did <u>not</u> previously make any election in response to Galileo's Summer 2020 Settlement Offer (or I did not respond to Galileo's Summer 2020 Settlement Offer). <i>If you checked this box, <u>proceed to Step 3.</u></i>

**Step 3. Election of Treatment Option.** 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 the New Credit Option, the New Coupon Option, or the Deferred Cash Payment Option now offered in the Settlement, in full satisfaction of your claim against Galileo. Please elect your desired treatment option below by checking the appropriate box.

<b>Check one:</b>	<input type="checkbox"/> I elect the <u>New Credit Option</u> offered in the Settlement.
	<input type="checkbox"/> I elect the <u>New Coupon Option</u> offered in the Settlement.
	<input type="checkbox"/> I elect the <u>Deferred Cash Payment Option</u> offered in the Settlement.

*Regardless of which box you checked above, proceed to Step 4.*

**Step 4. Assertion of Claim.** 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. **To complete this step, you must first visit the Settlement Website, located at <https://www.galileosettlement.com/>, to review what Galileo believes to be the amount of your claim based on its records.** After visiting the Settlement Website, please indicate below whether you agree or disagree that Galileo's records accurately reflect the amount of your claim against Galileo by checking the appropriate box. If you checked the second box (i.e., you disagree with the claim amount reflected in Galileo's records), you must fill in below what you assert to be the amount of your claim against Galileo and attach to this form any supporting documentation that substantiates your asserted claim or claim amount (e.g., a receipt from Galileo).

<b>Check one:</b>	<input type="checkbox"/> I <u>agree</u> that Galileo's records accurately reflect the amount of my claim against Galileo.
	<input type="checkbox"/> I <u>disagree</u> that Galileo's records accurately reflect the amount of my claim against Galileo. The amount of my claim against Galileo is \$ _____. The following supporting documentation is attached to this form: _____ _____.

*Regardless of which box you checked above, proceed to Step 5.*

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**Step 5. Opt Out of Releases.** If you are a Class member and have timely completed, signed, and returned this form, you are deemed to have granted the releases contained in the Settlement unless you elect to opt out of granting such 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 [this 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 [this 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 your option, and electing to opt out has no impact on the rights and benefits you receive under your elected treatment option. If you wish to opt out of granting the releases contained in the Settlement, please check the box below.

I elect to opt out of granting the releases contained in the Settlement.

*Regardless of whether or not you checked the box above, proceed to Step 6.*

**Step 6. Signature and Contact Information.** Please sign, print your name, and date below, as well as fill in the requested contact information below. Providing a current email address and mailing address below will reduce the possibility of a delay in Galileo or the Settlement Administrator issuing and delivering your credit, coupon, or

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checks to you, as applicable. By signing below, you are acknowledging that you have received and read the Class Notice and understand its contents.

**Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the statements and information I provided in this form are true and correct.**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

*Once you have completed all of the applicable steps and signed above, proceed to Step 7.*

**Step 7. Submission of Form.** In order for this form to be deemed timely and effective with respect to (a) your assertion of your claim against Galileo, (b) if eligible, your election of the New Credit Option, the New Coupon Option, or the Deferred Cash Payment Option, and (c) your election to opt out of granting the releases contained in the Settlement, this 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**. Please return this form by one of the following methods to the Settlement Administrator at the following respective address:

**By email:** GalileoSettlement@AtticusAdmin.com

**By online submission:** www.GalileoSettlement.com

**By mail:** Galileo Settlement  
c/o Atticus Administration  
P.O. Box 64053  
Saint Paul, MN 55164

**By facsimile:** (844) 200-6440

If you have any questions about this form, you can contact the Class Counsel at the following:

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