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and Krister Johnson, Creditors and Putative Class
11 Representatives

12 **UNITED STATES BANKRUPTCY COURT**
13 **NORTHERN DISTRICT OF CALIFORNIA, OAKLAND DIVISION**

14 In re
15 GALILEO LEARNING, LLC,
16 Debtor.¹

Case Nos. 20-40857 (RLE)
20-40858 (RLE)

Chapter 11

(Jointly Administered)

17 In re
18 GALILEO LEARNING FRANCHISING
19 LLC,
20 Debtor.

**SUPPLEMENT TO CLASS
REPRESENTATIVE'S MOTION FOR
ORDER APPLYING CIVIL RULE 23 TO
CLAIMS ADMINISTRATION PROCESS
AND AUTHORIZING FILING OF CLASS
PROOF OF CLAIM; DECLARATIONS
OF SANDRA SHORAGO AND KRISTER
JOHNSON**

21 Affects GALILEO LEARNING, LLC
22 Affects GALILEO LEARNING
23 FRANCHISING LLC,
24

Date: October 28, 2020
Time: 2:00 p.m.
Place: 1300 Clay Street
Courtroom 201
Oakland, California 94612

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27 ¹ These cases are being jointly administered, and all documents for either case should be filed in lead case number
28 20-40857 (RLE). The last four digits of each Debtor's federal tax identification number are as follows: Galileo
Learning, LLC (9453) and Galileo Learning Franchising LLC (5638). The mailing address for the Debtors is 1021
3rd Street, Oakland, California 94607.

1 Nanette Kearney, Sandra Shorago, and Krister Johnson, creditors and putative class
2 representatives (collectively, the “Class Representatives”), on behalf of themselves and other
3 similarly situated creditors, hereby submit this supplement (the “Supplement”) to the *Class*
4 *Representative’s Motion for Order Applying Civil Rule 23 to Claims Administration Process and*
5 *Authorizing Filing of Class Proof of Claim* (the “Motion”), at docket no. 148.²

6 The Supplement is supported by the accompanying declarations of Sandra Shorago (the
7 “Shorago Declaration”) and Krister Johnson (the “Johnson Declaration”).

8 **1. PRELIMINARY STATEMENT**

9 By the Motion, Ms. Kearney sought to have this Court apply Civil Rule 23 to the claims
10 administration process in Galileo’s chapter 11 case, such that she may act as the representative of
11 the Class and, among other things, file a class proof of claim on its behalf. However, due to the
12 size of the putative Class, the appointment of a single member to represent the interests of possibly
13 thousands of Class members could be viewed unfavorably. Accordingly, to provide greater and
14 more balanced representation to the Class, Ms. Shorago and Mr. Johnson, by this Supplement,
15 seek to join Ms. Kearney as two additional representatives of the Class.

16 **2. FACTUAL AND PROCEDURAL BACKGROUND**

17 **2.1 Sandra Shorago’s Claim Against Galileo.**

18 In March 2020, Ms. Shorago signed up her child to attend two of Galileo’s weeklong in-
19 person camp programs scheduled for July and August 2020 and paid an \$858 deposit using her
20 debit card. See Shorago Decl. ¶ 5. In April 2020, after learning that Galileo had canceled all of its
21 camps, Ms. Shorago sent an email to Galileo requesting a refund of the full \$858 deposit, but
22 Galileo responded that it was not going to be refunding any money to her. See id. ¶¶ 6, 7, 8. Then,
23 in July 2020, Ms. Shorago submitted a request to her debit card issuer seeking a \$858 chargeback,
24 but before the issuer could reach a resolution, she withdrew her chargeback request. See id. ¶ 9.

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² Unless separately defined herein, all capitalized terms shall have the same meanings assigned to
28 them in the Motion and the memorandum in support thereof, at docket no. 148.

1 **2.2 Krister Johnson’s Claim Against Galileo.**

2 In March 2020, Mr. Johnson and his wife signed up their two children to each attend three
3 of Galileo’s weeklong in-person camp programs scheduled for June and July 2020 (or six
4 programs altogether) and paid a combined \$2,524 deposit using their credit card. See Johnson
5 Decl. ¶ 5. In April 2020, after learning that Galileo had canceled all of its camps, Mr. Johnson and
6 his wife submitted a request to their credit card issuer seeking a \$2,524 chargeback, and they
7 concurrently also sent an email to Galileo requesting a full refund. See id. ¶¶ 6, 7. In response,
8 Galileo informed them that it was not going to be refunding any money to them. See id. ¶ 8.

9 In May 2020, after receiving Galileo’s offer of the 110% Credit and 50% Coupon options,
10 Mr. Johnson and his wife elected the 110% Credit option, believing that their chargeback request
11 would ultimately be unsuccessful. See id. ¶ 12. Shortly thereafter, their credit card issuer informed
12 them that their \$2,524 chargeback was being denied. See id. ¶ 13.

13 Since electing the 110% Credit option, Mr. Johnson and his wife have used approximately
14 \$469 of their \$2,776.40 in credit for their children to attend a number of Galileo’s online camp
15 programs. See id. ¶ 14.

16 **3. ARGUMENT**

17 For the majority of the relevant issues addressed in the Motion—e.g., the Musicland
18 factors, the numerosity and commonality prerequisites of Civil Rule 23(a), and the applicable
19 requirements under Civil Rule 23(b)(1)(B) or (b)(3)—the analysis does not change with the
20 proposed addition of Ms. Shorago and Mr. Johnson as representatives of the Class, and those
21 issues have not been readdressed in this Supplement. Only the issues affected by Ms. Shorago and
22 Mr. Johnson’s addition have been addressed below, which, in the end, demonstrate that they
23 should be allowed to join Ms. Kearney as representatives of the Class.

24 **3.1 The Typicality Requirement Is Satisfied with Respect to the Two Additional**
25 **Class Representatives.**

26 To begin with, the claims held by Ms. Shorago and Mr. Johnson against Galileo each
27 satisfy the typicality requirement of Civil Rule 23(a).

28 As previously recited in the Motion, the typicality requirement calls for the moving party

1 to demonstrate that “the claims or defenses of the representative parties are typical of the claims or
2 defenses of the class.” Fed. R. Civ. P. 23(a)(3). “The test of typicality is whether other members
3 have the same or similar injury, whether the action is based on conduct which is not unique to the
4 named plaintiffs, and whether other class members have been injured by the same course of
5 conduct.” Ellis v. Costco Wholesale Corp., 657 F.3d 970, 984 (9th Cir. 2011) (internal quotation
6 marks omitted). And “[t]ypicality refers to the nature of the claim or defense of the class
7 representative, and not to the specific facts from which it arose or the relief sought.” Id. (internal
8 quotation marks omitted). Ultimately, “[r]epresentative claims are ‘typical’ if they are reasonably
9 co-extensive with those of absent class members; they need not be substantially identical.” Meyer
10 v. Portfolio Recovery Assocs., LLC, 707 F.3d 1036, 1042 (9th Cir. 2012) (internal quotation
11 marks omitted).

12 Here, the claims of Ms. Shorago and Mr. Johnson are typical of the claims of the Class.
13 Like Ms. Kearney and the other Class members, the injuries suffered by Ms. Shorago and
14 Mr. Johnson are the loss of the deposit they paid to Galileo, which was caused by the same course
15 of conduct from Galileo—i.e., its wholesale cancelation of its camp programs and universal failure
16 to refund the money deposited by each member. Nothing from the factual circumstances
17 surrounding their claims suggests that the nature of their claims against Galileo is materially
18 unique from the rest of the claims within the Class such that they cannot be considered typical. Cf.
19 Hanon v. Dataproducts Corp., 976 F.2d 497, 508–09 (9th Cir. 1992) (concluding that typicality
20 was not met where class representative had to litigate unique defenses asserted against him by
21 defendant that were not asserted against other class members).

22 Additionally, with respect to Mr. Johnson, his postpetition election of the 110% Credit
23 option does not make his circumstances unique such that he should be excluded as a Class
24 representative. As addressed in the Motion, the definition of the Class is intended to include those
25 who have already made a postpetition election for the 110% Credit or 50% Coupon on account of
26 their prepetition claim. While those individuals have effectively elected their claim treatment,
27 most, if not all, of them, including Mr. Johnson, have unlikely received the full benefit of that
28 elected treatment at this time (i.e., the full value of the 110% Credit has not been used or the full

1 five-year period to redeem the 50% Coupon has not passed), and as a result, they still hold some
2 kind of claim against Galileo. With many of the putative Class members having undoubtedly
3 elected the 110% Credit or 50% Coupon to date, Mr. Johnson’s claim is typical of the claims held
4 by those members. And given that Galileo will be obligated to offer those two options again as
5 part of its plan of reorganization, Mr. Johnson, being a putative representative who has previously
6 elected one of those options, can offer a perspective for the Class in any plan-related negotiations
7 that Ms. Kearney and Ms. Shorago cannot necessarily offer.

8 Accordingly, the typicality requirement has been satisfied with respect to Ms. Shorago and
9 Mr. Johnson.

10 **3.2 The Adequacy-of-Representation Requirement Is Satisfied with Respect to the**
11 **Two Additional Class Representatives.**

12 Next, Ms. Shorago and Mr. Johnson similarly satisfy the adequacy-of-representation
13 requirement of Civil Rule 23(a).

14 As previously recited in the Motion, the adequacy-of-representation requirement is met if
15 “the representative parties will fairly and adequately protect the interests of the class.” Fed. R. Civ.
16 P. 23(a)(4). “This factor requires: (1) that the proposed representative Plaintiffs do not have
17 conflicts of interest with the proposed class, and (2) that Plaintiffs are represented by qualified and
18 competent counsel.” Dukes v. Wal-Mart Stores, Inc., 603 F.3d 571, 614 (9th Cir. 2010), rev’d on
19 other grounds, 564 U.S. 338 (2011). “Absent contrary evidence from the party opposing class
20 certification, adequacy of representation is generally presumed.” Madison Assocs. v. Baldante (In
21 re Madison Assocs.), 183 B.R. 206, 217 (Bankr. C.D. Cal. 1995).

22 Here, there is nothing to suggest that either Ms. Shorago or Mr. Johnson has a conflict of
23 interest with the putative Class or that either cannot otherwise fairly and adequately protect and
24 represent the Class’s interests.³ Like Ms. Kearney, both Ms. Shorago and Mr. Johnson, through
25 their own self-initiated actions, have a thorough understanding of the nature of the claims against
26 Galileo, are sufficiently aware of the importance and responsibility of their individual role as a

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28 ³

1 class representative, and have a genuine and substantial concern for the progress and result of
2 these chapter 11 cases. For Ms. Shorago, that has included extensively reading about these cases
3 and other customers' similar experiences through the Facebook group dedicated to helping
4 Galileo's customers. See Shorago Decl. ¶¶ 9, 10. And for Mr. Johnson, that has included
5 subscribing to Stretto's case website and reviewing the various filings from the inception of these
6 cases. See Johnson Decl. ¶¶ 15, 16. Additionally, neither are aware of any conflicts of interest
7 between them and the putative Class that would disqualify them from representing the Class.⁴ See
8 Shorago Decl. ¶ 11; Johnson Decl. ¶ 17.

9 Accordingly, the adequacy-of-representation requirement has also been satisfied with
10 respect to Ms. Shorago and Mr. Johnson.

11 **4. CONCLUSION**

12 For the foregoing reasons, the Class Representatives respectfully request that the Court
13 enter an order granting the Motion, applying Civil Rule 23 to the claims administration process in
14 Galileo's case, and authorizing the Class Representatives to file a class proof of claim on behalf of
15 the Class.

16
17 DATED: October 13, 2020

Respectfully submitted,

18 HAHN & HAHN LLP

19
20 By: /s/ Matthew D. Pham

21 Matthew D. Pham
22 Attorneys for Nanette Kearney, Sandra Shorago,
23 and Krister Johnson, Creditors and Putative Class
24 Representatives
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27 ⁴ As a matter of full disclosure, Ms. Shorago previously worked for Galileo as a camp director
28 approximately 17 years ago. Shorago Decl. ¶ 11.

1 **DECLARATION OF SANDRA SHORAGO**

2 I, Sandra Shorago, declare as follows:

3 1. I am a creditor and putative class representative of the putative class of similarly
4 situated creditors in the above-captioned chapter 11 cases of the debtors and debtors in possession
5 Galileo Learning, LLC ("Galileo") and Galileo Learning Franchising LLC ("Galileo Franchising")
6 and together, with Galileo, the "Debtors").

7 2. I make this declaration in support of the *Class Representative's Motion for Order*
8 *Applying Civil Rule 23 to Claims Administration Process and Authorizing Filing of Class Proof of*
9 *Claim* (the "Motion"), which was originally filed by the putative class representative Nanette
10 Kearney, and I further make this declaration in support of the supplement to the Motion (the
11 "Supplement"), which is being filed on behalf of Ms. Kearney, Krister Johnson, and myself in our
12 capacity as putative class representatives. Where the matters stated in this declaration are
13 statements of fact that are within my personal knowledge, they are true and correct. Where the
14 matters stated in this declaration are statements of fact that are not within my personal knowledge,
15 they are based upon information and belief and are true and correct to the best of my knowledge,
16 information, and belief. If called to testify, I could and would, without waiver of any applicable
17 privilege, testify competently to the matters stated in this declaration.

18 3. Upon information and belief, the Motion was filed on August 5, 2020. At that time,
19 I had not yet formally agreed to become a putative class representative or retained the law firms
20 Aiman-Smith & Marcy, P.C. ("Aiman-Smith & Marcy") and Hahn & Hahn LLP ("Hahn &
21 Hahn") to represent me in my capacity as a putative class representative, so I was unable to be one
22 of the parties signing and filing the Motion. However, I support the Court granting the relief
23 requested in the Motion, including authorizing Ms. Kearney to act as a class representative and file
24 the class proof of claim on behalf of the class as defined in the Motion (the "Class") and
25 appointing Aiman-Smith & Marcy and Hahn & Hahn as co-counsel for the Class.

26 4. Since the filing of the Motion, I have agreed to become a putative class
27 representative and have also retained Aiman-Smith & Marcy and Hahn & Hahn to represent me in
28 my capacity as a putative class representative. Now, by the Supplement, Ms. Kearney,

1 Mr. Johnson, and I request that the Court also authorize Mr. Johnson and me to act as class
2 representatives alongside Ms. Kearney and file the class proof of claim on behalf of the Class. To
3 the best of my knowledge and information, neither Ms. Kearney nor Mr. Johnson has any
4 objection to my appointment as a fellow class representative.

5 5. On or about March 5, 2020, I signed up for my child to attend two of Galileo's
6 weeklong in-person camp programs scheduled for July 27–31, 2020, and August 3–7, 2020, and
7 paid \$858 via debit card as a deposit, all of which was done online through Galileo's website
8 (<https://galileo-camps.com/>). For each weeklong camp program, I only purchased the basic
9 program and did not purchase any add-on services. After discounts/coupons were applied to my
10 transaction, the final combined price for the two weeklong camp programs was \$858.

11 6. On or about April 16, 2020, I received an email from Galileo (from the email
12 address info@galileo-camps.com), informing me that it was canceling all of its in-person camp
13 programs scheduled for summer 2020 and that it was not going to be refunding any money to its
14 customers. More specifically, on the subject of refunds, Galileo's email stated as follows:

15 As for your 2020 enrollment fees, we are automatically crediting them to your
16 Galileo account for future use. As much as we would like to provide the option for
17 a cash refund, the financial situation described above makes that impossible. The
18 only way to both deliver to you the full value of your investment in camp, and to
19 continue to serve our mission in the future, is to provide credit as follows:

- 18 • Usable anytime in the next 5 years (by 12/31/2025)
- 19 • Transferable to siblings and friends
- 20 • Can be used for:
 - 21 o Spring/Summer 2020 virtual program offerings.
 - 22 o Galileo school-year programs.
 - 23 o Future Galileo summer camps.
 - 24 o Donate some or all of your balance to the Galileo Innovation for All fund,
25 which will provide low income students with financial aid for our virtual
26 camp and next year's offering.
 - 27 o We've worked it out with our friends at DIY.org so you can use your credit
28 for an annual membership in their incredible offering of creative classes,
 projects, and challenges.
 - o We will work to add more options over time, including options for smaller,
 live camps if the opportunity presents itself.

25 Look for an email explaining the mechanics of using your credit in the coming
26 weeks.

27 7. On or about April 21, 2020, I sent an email to Galileo, requesting a refund of the
28 \$858 deposit that I had previously paid and indicating that I was not interested in receiving credit.

1 In my email, I also stated, “Every other camp that I know of is giving refunds instead of credit,
2 particularly because they want to retain customers for the future.”

3 8. On or about April 22, 2020, I received an email from Galileo, informing me that it
4 was not going to be refunding any money to me. Specifically, in its email, Galileo stated, “Given
5 the unique circumstances of the pandemic, we find ourselves in a tough financial situation where
6 we are not able to offer full refunds to all our families.” I received no further communications
7 from Galileo thereafter specifically addressing my request for a refund.

8 9. On or about July 6, 2020, after reading various social networking posts from the
9 “Concerned 2020 Camp Galileo Families for Covid-19 Refunds” Facebook group, in which
10 chargebacks were discussed, I proceeded with submitting a claim or request to my debit card
11 issuer seeking a chargeback of the \$858 that I had previously paid to Galileo. However, on or
12 about August 4, 2020, before the debit card issuer could reach a resolution, I decided to withdraw
13 my chargeback request.

14 10. Through reading about the Debtors’ chapter 11 cases and other customers’ similar
15 experiences in dealing with Galileo from the “Concerned 2020 Camp Galileo Families for
16 Covid-19 Refunds” Facebook group and speaking extensively with counsel, I have a thorough
17 understanding of the nature of the claims against Galileo, am sufficiently aware of the importance
18 and responsibility of my individual role as a class representative, and have a genuine and
19 substantial concern for the progress and result of these chapter 11 cases.

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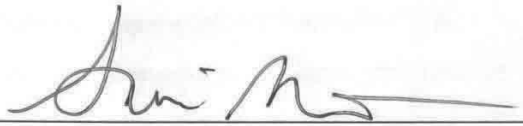
1 11. To the best of my knowledge and information, I am not aware of any conflicts of
2 interest between me and the putative class of similarly situated creditors or of any other
3 circumstances that would prevent me from fairly and adequately representing and protecting the
4 interests of that class. However, as a matter of full disclosure, I previously worked for Galileo as a
5 camp director approximately 17 years ago.

6 I declare under penalty of perjury under the laws of the United States of America that the
7 foregoing is true and correct and that this declaration was executed on August 20, 2020, at Foster
8 City, California.

9
10 _____
11 Sandra Shorago

1 11. To the best of my knowledge and information, I am not aware of any conflicts of
2 interest between me and the putative class of similarly situated creditors or of any other
3 circumstances that would prevent me from fairly and adequately representing and protecting the
4 interests of that class. However, as a matter of full disclosure, I previously worked for Galileo as a
5 camp director approximately 17 years ago.

6 I declare under penalty of perjury under the laws of the United States of America that the
7 foregoing is true and correct and that this declaration was executed on August 20, 2020, at Foster
8 City, California.

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12 Sandra Shorago
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1 **DECLARATION OF KRISTER JOHNSON**

2 I, Krister Johnson, declare as follows:

3 1. I am a creditor and putative class representative of the putative class of similarly
4 situated creditors in the above-captioned chapter 11 cases of the debtors and debtors in possession
5 Galileo Learning, LLC ("Galileo") and Galileo Learning Franchising LLC ("Galileo Franchising")
6 and together, with Galileo, the "Debtors").

7 2. I make this declaration in support of the *Class Representative's Motion for Order*
8 *Applying Civil Rule 23 to Claims Administration Process and Authorizing Filing of Class Proof of*
9 *Claim* (the "Motion"), which was originally filed by the putative class representative Nanette
10 Kearney, and I further make this declaration in support of the supplement to the Motion (the
11 "Supplement"), which is being filed on behalf of Ms. Kearney, Sandra Shorago, and myself in our
12 capacity as putative class representatives. Where the matters stated in this declaration are
13 statements of fact that are within my personal knowledge, they are true and correct. Where the
14 matters stated in this declaration are statements of fact that are not within my personal knowledge,
15 they are based upon information and belief and are true and correct to the best of my knowledge,
16 information, and belief. If called to testify, I could and would, without waiver of any applicable
17 privilege, testify competently to the matters stated in this declaration.

18 3. Upon information and belief, the Motion was filed on August 5, 2020. At that time,
19 I had not yet formally agreed to become a putative class representative or retained the law firms
20 Aiman-Smith & Marcy, P.C. ("Aiman-Smith & Marcy") and Hahn & Hahn LLP ("Hahn &
21 Hahn") to represent me in my capacity as a putative class representative, so I was unable to be one
22 of the parties signing and filing the Motion. However, I support the Court granting the relief
23 requested in the Motion, including authorizing Ms. Kearney to act as a class representative and file
24 the class proof of claim on behalf of the class as defined in the Motion (the "Class") and
25 appointing Aiman-Smith & Marcy and Hahn & Hahn as co-counsel for the Class.

26 4. Since the filing of the Motion, I have agreed to become a putative class
27 representative and have also retained Aiman-Smith & Marcy and Hahn & Hahn to represent me in
28 my capacity as a putative class representative. Now, by the Supplement, Ms. Kearney,

1 Ms. Shorago, and I request that the Court also authorize Ms. Shorago and me to act as class
2 representatives alongside Ms. Kearney and file the class proof of claim on behalf of the Class. To
3 the best of my knowledge and information, neither Ms. Kearney nor Ms. Shorago has any
4 objection to my appointment as a fellow class representative.

5 5. On or about March 1, 2020, my wife, Heather Janoff, and I signed up for our two
6 children to each attend three of Galileo’s weeklong in-person camp programs scheduled for
7 June 22–26, 2020, June 29–July 3, 2020, and July 27–31, 2020 (or six programs altogether), and
8 paid \$2,524 via credit card as a deposit, all of which was done online through Galileo’s website
9 (<https://galileo-camps.com/>). After signing up and paying, we received an email from Galileo
10 (from the email address info@galileo-camps.com), which included a receipt and confirmation of
11 our purchase. For each weeklong camp program, in addition to purchasing the basic program
12 (originally priced at either \$419 or \$369), we also purchased afternoon/evening extended care
13 (originally priced at either \$79 or \$62). After discounts/coupons were applied to our transaction,
14 the final individual prices for the six weeklong camp programs were \$478, \$371, \$428, \$468,
15 \$361, and \$418 (which altogether totaled \$2,524). These summer 2020 camp programs
16 represented our fourth year as Galileo’s customers.

17 6. On or about April 20, 2020, after learning that Galileo was canceling all of its in-
18 person camp programs scheduled for summer 2020 and that it was not planning on refunding any
19 money to its customers, my wife and I submitted a claim or request to our credit card issuer
20 seeking a chargeback of the \$2,524 that we had previously paid to Galileo.

21 7. On or about that same day, we also sent an email to Galileo, requesting an
22 immediate refund of the \$2,524 deposit that we had previously paid. In our email to Galileo, we
23 stated that “if we do not receive a full timely refund we will be contacting the Attorney General of
24 CA and filing a report of fraud, as well as joining the class action lawsuit that is currently being
25 organized by other parents who are also being defrauded by you.” We also mentioned in our email
26 to Galileo that “we have already filed a claim with our credit card company and they will be
27 investigating this as a fraudulent charge.” We were adamant about obtaining a refund as we
28 believed that Galileo was legally and morally obligated to refund our money, and we noted in our

1 email to Galileo that “[w]e are not in a position to ‘float’ you our tuition for a year.”

2 8. On or about April 21, 2020, we received an email from Galileo, informing us that it
3 was not going to be refunding any money to us. Specifically, in its email, Galileo stated, “Given
4 the unique circumstances of the pandemic, we are in a tough financial situation where we are not
5 able to offer full refunds to all our families.”

6 9. On or about April 27, 2020, we sent another email to Galileo, in which we
7 reiterated that we continue to request a complete refund and are exploring all possible options to
8 recoup” and that “[t]he fraud investigation by our credit card [company] will remain underway in
9 the meantime.” We did not receive a response from Galileo to that email.

10 10. On or about April 28, 2020, we completed and submitted Galileo’s online survey,
11 which requested our preference on various options (e.g., credit, refund, donation, etc.). In the
12 survey, we indicated that we preferred to receive a 100% refund.

13 11. On or about May 10, 2020, we sent another email to Galileo to follow up on our
14 request for a refund. And on or about May 11, 2020, we received an email from Galileo, informing
15 us that Galileo was “in the midst of the Chapter 11 restructuring process” where it anticipated
16 “working with the creditors committee and other parties to resolve issues such as refunds.” In its
17 email, Galileo also stated, “We wish we could afford to give all customers full refunds yet we are
18 unable to do so at this time.”

19 12. On or about May 27, 2020, we received another email from Galileo (from the email
20 address galileocamps@no-reply.stretto.com), which offered us two options to potentially resolve
21 our claim: (1) a credit equal to 110% of our claim, which can be applied to any of Galileo’s camp
22 programs until May 31, 2025 (the “110% Credit”), including Galileo’s new online camp
23 programs, or (2) an unlimited-use coupon for 50% off of any of Galileo’s camp programs until
24 May 31, 2025. In the end, we elected the 110% Credit option as we did not believe that our
25 chargeback request would ultimately be approved by the credit card issuer (having already
26 experienced an extended delay in resolution) and we still wished for our children to attend some
27 form of “camp” during the summer.

28 13. On or about May 29, 2020, we received an email from the credit card issuer,

1 informing us that our chargeback request of the \$2,524 that we had previously paid to Galileo was
2 being denied. In its email, the credit card issuer mentioned that (1) it “contacted the merchant on
3 your behalf to raise your concern about the unauthorized charge and requested them to either
4 provide an explanation or issue credit,” (2) in response, “the merchant has advised that the charge
5 in question was authorized on your American Express card,” and (3) “[t]he merchant states that
6 they have issue [sic] future credit which can be use [sic] with their services for future [sic].”

7 14. Since electing the 110% Credit option, we have used approximately \$469 of our
8 \$2,776.40 in credit for our children to attend a number of Galileo’s online camp programs.

9 15. Shortly after the commencement of the Debtors’ chapter 11 cases, in order to keep
10 myself apprised of any recent developments involving Galileo and how it proposed to make
11 amends with its customers, I subscribed through the case website managed by Stretto
12 (<https://cases.stretto.com/galileo/>) to receive notifications of the documents filed in the cases, and
13 I was regularly reading and reviewing those filed documents. I also reached out to Dean Rallis and
14 John Lofton to express my interest in joining any class-action litigation against Galileo.

15 16. Through reviewing many of the filings in the Debtors’ chapter 11 cases, reading or
16 hearing about other customers’ similar experiences in dealing with Galileo, and speaking
17 extensively with counsel, I have a thorough understanding of the nature of the claims against
18 Galileo, am sufficiently aware of the importance and responsibility of my individual role as a class
19 representative, and have a genuine and substantial concern for the progress and result of these
20 chapter 11 cases.

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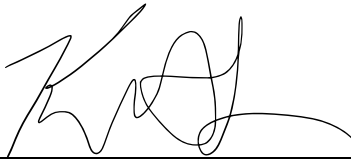
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1 17. To the best of my knowledge and information, I am not aware of any conflicts of
2 interest between me and the putative class of similarly situated creditors or of any other
3 circumstances that would prevent me from fairly and adequately representing and protecting the
4 interests of that class.

5 I declare under penalty of perjury under the laws of the United States of America that the
6 foregoing is true and correct and that this declaration was executed on August 18, 2020, at Los
7 Angeles, California.



Krister Johnson

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1 **CERTIFICATE OF SERVICE**

2 At the time of service, I was over 18 years of age and not a party to this bankruptcy case or
3 adversary proceeding. My business address is 301 E. Colorado Boulevard, Ninth Floor, Pasadena,
4 CA 91101-1977.

5 I hereby certify that on October 13, 2020, I electronically filed the foregoing
6 **SUPPLEMENT TO CLASS REPRESENTATIVE’S MOTION FOR ORDER APPLYING**
7 **CIVIL RULE 23 TO CLAIMS ADMINISTRATION PROCESS AND AUTHORIZING**
8 **FILING OF CLASS PROOF OF CLAIM; DECLARATIONS OF SANDRA SHORAGO**
9 **AND KRISTER JOHNSON** with the Clerk of the Court using the CM/ECF system which will
10 send notification of such filing to the following:

11 SEE ATTACHED SERVICE LIST.

12 I declare under penalty of perjury under the laws of the United States of America that the
13 foregoing is true and correct and that this declaration was executed on October 13, 2020, at
14 Pasadena, California.

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17 /s/ Margie Arias
Margie Arias

1 **COURT SERVICE LIST**

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