

SUPERIOR COURT OF CALIFORNIA
CONTRA COSTA COUNTY

If you purchased online a single-day ski lift ticket for use at Sierra-at-Tahoe between December 2020 and February 2021, you may be entitled to cash payment or voucher from a class action settlement.

SI DESEA RECIBIR ESTA NOTIFICACIÓN EN ESPAÑOL, LLÁMENOS O VISITE NUESTRA PÁGINA WEB
A court has authorized this Notice. This is not a solicitation from a lawyer.

- A Settlement has been reached in a class action lawsuit to resolve a lawsuit against Sierra-at-Tahoe LLC, alleging that Sierra-at-Tahoe unfairly advertised the online sale of single-day ski lift tickets. Sierra-at-Tahoe denies these allegations.
- For qualified Class Members, the Settlement offers, at your choice, a cash refund of the amount paid online for the subject ticket or a single-day ski lift ticket voucher for each single-day ski lift ticket purchased online for use on one or more of the following dates: December 12, 14, 18-19, and 29, 2020; January 9, 30-31, 2021; and February 6, 13, and 20, 2021. No proof of purchase is required for your claim, but a claim form must be submitted, and any claim must be consistent with Sierra-at-Tahoe's records of lift ticket sale, usage, and refunds.
- Your legal rights are affected whether or not you act. ***Please read this notice carefully.***

YOUR RIGHTS AND CHOICES		DEADLINE
SUBMIT A CLAIM FORM	The only way to get a Refund or Ski Lift Ticket Voucher is to submit a Claim Form that confirms your membership in the Settlement Class consistent with Sierra-at-Tahoe's records regarding lift ticket sales and usage.	Submit a Claim Form by: June 24, 2025
EXCLUDE YOURSELF	Get no Refund or Ski Lift Ticket Voucher, but keep any right to file your own lawsuit against Defendant about the legal claims in this case.	Submit an Exclusion: June 10, 2025
OBJECT	Tell the Court why you don't like the Settlement. You will still be bound by the Settlement if the Court approves it and you may still file a Claim Form for a Refund or Ski Lift Ticket Voucher.	Deadline to file an Objection: June 10, 2025
ATTEND A HEARING	Ask to speak to the Court about the fairness of the Settlement.	Deadline to file a Notice of Appearance: June 10, 2025
DO NOTHING	Get no Refund or Ski Lift Ticket Voucher. Give up legal rights.	

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.

QUESTIONS? CALL 1-800-355-0700, OR VISIT WWW.SIERRACLASSACTION.COM

- The Court in charge of this case still has to decide whether to approve the Settlement. Awards will be sent if the Court approves the Settlement and after appeals are resolved. Please be patient.

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BASIC INFORMATION

1. Why should I read this Notice?

If you purchased online a single-day ski lift ticket for use on one or more of the following dates, but were not able to did not use that ticket(s) for the date purchased due to restrictions on parking capacity in the Sierra-at-Tahoe onsite parking lots for that date, you may be a member of the Settlement Class: December 12, 14, 18-19, and 29, 2020; January 9, 30-31, 2021; and February 6, 13, and 20, 2021.

The Settlement Class excludes persons who are deemed to have received a full refund for their ticket, which includes those who used their ticket on another day, or who received a lift ticket voucher or a resort credit from Sierra-at-Tahoe.

This Notice explains the class action lawsuit, the proposed Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get the benefits.

The Court in charge of this case is the Superior Court of the State of California, County of Contra Costa. The lawsuit is known as *Standefer v. Sierra-At-Tahoe, LLC*, Case No. MSC21-00513. You may obtain additional updates on the status of the case by contacting Class Counsel (listed in Question 11 below), going to www.SierraClassAction.com or www.BHOLaw.com or viewing case information through the Court's system at <https://www.cc-courts.org/civil/online-case.aspx>

2. What is this lawsuit about?

This lawsuit is about whether Defendant engaged in deceptive or unfair conduct in violation of consumer protection laws by advertising single-day ski lift tickets as being valid for use on specific dates without disclosing certain parking-related capacity limitations. Defendant denies that it did anything wrong and says that its advertising of the ski lift tickets was fair and accurate. The Court has not decided who is right.

3. Why is the lawsuit a class action?

In a class action lawsuit, one or more people called "Class Representatives" sue on behalf of other people who have similar claims. The people together are a "Class" or "Class Members." The people who sue – and all the Class Members like them – are called the "Plaintiffs." The company the Plaintiffs sued (in this case Sierra-at-Tahoe, LLC) is called the "Defendant." One court resolves the issues for everyone in the Class – except for those people who choose to exclude themselves from the Class. Judge Charles S. Treat is in charge of this class action.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to a settlement. By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid claims will get compensation. The Class Representatives and their attorneys believe the Settlement is best for the Settlement Class and its members.

WHO IS IN THE SETTLEMENT?

To see if you are eligible for benefits, you first have to determine if you are a Class Member.

5. Am I part of the Settlement?

QUESTIONS? CALL 1-800-355-0700, OR VISIT WWW.SIERRACLASSACTION.COM

You are a Class Member if you purchased online, but could not use, a single-day ski lift ticket on one or more of the following dates for the date purchased due to restrictions on parking capacity in the Sierra-at-Tahoe onsite parking lots for that date: December 12, 14, 18-19, and 29, 2020; January 9, 30-31, 2021; and February 6, 13, and 20, 2021.

The Settlement Class excludes persons who are deemed to have received a full refund for their ticket, which includes those who used their ticket on another day, or who received a lift ticket voucher or a resort credit from Sierra-at-Tahoe.

The class also excludes the Defendant, its parents, subsidiaries, affiliates, officers, and directors; all persons who make a timely election to be excluded from the Class; the judge to whom this case is assigned and any immediate family members thereof; and those who already received a full refund from Sierra-at-Tahoe.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the Settlement provide?

Defendant will provide validated Class Members with, at their election, a refund in the amount paid for the subject ticket that could not be used on an eligible date, or a single-day ski lift ticket voucher (valid for 3 ski seasons, starting with this season) for each unused single-day ski lift ticket for use on the dates mentioned above to Class Members who submit valid claims. Class notice and claim administration expenses, Class Counsel's attorneys' fees and expenses and any service award to the Class Representative (discussed below) will also be paid by Defendant separate from cash payments and vouchers sent to Class Members, if approved by the Court. The settlement distribution process will be administered by an independent Settlement Administrator approved by the Court.

7. What can I get from the Settlement?

Refund: The refund will be for the amount paid for each unused single-day ski lift ticket for use on the dates mentioned above.

OR

Single-Day Ski Lift Ticket Voucher: This voucher will be valid for three (3) ski seasons beginning with the current season. The present estimated value of this voucher is \$83 to \$140.

HOW TO GET BENEFITS FROM THE SETTLEMENT

8. How can I get my Refund or Voucher?

If you are a Class Member, you must fill out and submit a Claim Form to qualify for a refund or single-day ski lift ticket voucher. You can easily file your Claim at www.SierraClassAction.com. You can also download a paper Claim Form from the website or get one by calling the Settlement Administrator at 1-800-355-0700. The completed Claim Form must be submitted online by **June 24, 2025**, or by mail at the address below, **postmarked by June 24, 2025**.

Sierra-At-Tahoe Settlement Administrator
P.O. Box 54668
Irvine, CA 92619

QUESTIONS? CALL 1-800-355-0700, OR VISIT WWW.SIERRACLASSACTION.COM

Upon receiving a completed claim form, the Settlement Administrator will review the documentation and confirm or deny your eligibility for an award. The Settlement Administrator's review will include a review of the Defendant's records of lift ticket purchases, usage and refunds.

9. When will I receive my Refund or Voucher?

The Court will hold a hearing on July 10, 2025 at 9:00 AM (which is subject to change), to decide whether to approve the Settlement. Even if the Court approves the Settlement, there may be appeals. The appeal process can take time, perhaps more than a year. You will not receive your Refund or Voucher until any appeals are resolved. Please be patient.

10. What am I giving up to receive these Settlement benefits?

Unless you exclude yourself ("opt out") from the Settlement Class by timely submitting an Exclusion Request (see Questions 13-14 below), you will remain in the Settlement Class. By remaining in the Settlement Class you "release" and can't sue, continue to sue, or be part of any other lawsuit against Sierra-At-Tahoe about the "Released Claims" in this case. These Released Claims are only those claims that you could have brought based on the identical factual predicate of those claims brought in this case about the alleged misleading advertising of single-day ski lift tickets for use on the following dates: December 12, 14, 18-19, and 29, 2020; January 9, 30-31, 2021; and February 6, 13, and 20, 2021.

The Settlement Agreement at Section 3 (titled "Releases") describes these "Released Claims" and the "Released Parties" in necessary legal terminology, so read these sections carefully. For ease of reference, the full release section of the Settlement Agreement is attached to this Notice as Appendix 1. The Settlement Agreement is available at www.SierraClassAction.com or in the public court records on file in this lawsuit. For questions regarding the Releases or what they mean, you can also talk to one of the lawyers listed in Question 11 below for free, or you can, talk to your own lawyer at your own expense.

THE LAWYERS REPRESENTING YOU

11. Do I have lawyers in this case?

The Court has appointed attorneys from the law firms Blood Hurst & O'Reardon, LLP, and Mara Law Firm PC of San Diego, CA, to represent you and the other Class Members. The lawyers are called Class Counsel. They are experienced in handling similar class action cases. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

You may contact Class Counsel if you have any questions about this Notice or the Settlement. ***Please do not contact the Court.***

Class Counsel:
Timothy G. Blood
Paula R. Brown
Blood Hurst & O'Reardon, LLP
501 W. Broadway, Suite 1490
San Diego, CA 92101
Tel: 619-338-1100
Email: info@bholaw.com

QUESTIONS? CALL 1-800-355-0700, OR VISIT WWW.SIERRACLASSACTION.COM

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2650 Camino Del Rio North, Suite 302

San Diego, CA 92108

Tel: 619-234-2833

Email: dmara@maralawfirm.com

Website: www.maralawfirm.com

12. How will the lawyers be paid?

Class Counsel will ask the Court for an award of attorneys' fees and reimbursement of expenses. The motion for an award of attorneys' fees and costs will be on file with the Court and available at www.SierraClassAction.com. Any award of attorneys' fees and costs will be paid by Defendant and not from any portion of the settlement awards to Class Members. Class Counsel will also ask the Court for a service award to the Class Representative of up to \$2,000. The purpose of the service awards is to compensate the Plaintiff for her time, efforts and risks taken on behalf of the Settlement Class. Any award of payment to the Class Representatives will be paid by Defendant and not from any portion of the settlement awards to Class Members.

YOUR RIGHTS – EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a Refund or Single-Day Ski Lift Ticket Voucher, but want to keep the right to sue or continue to sue Sierra-At-Tahoe, on your own, about the legal issues in this case, then you must take steps to exclude yourself from the Settlement (get out of the Settlement). This is called "excluding yourself"—or is sometimes referred to as "opting out" of the settlement class.

13. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a "Request for Exclusion" in the form of a letter or Request for Exclusion form stating that you want to be excluded from *Standefer v. Sierra-At-Tahoe, LLC*, case no. MSC21-00513. Be sure to include your name, address, telephone number, and basis upon which you are a Class Member. You must mail your Request for Exclusion **postmarked by June 10, 2025** to: Sierra-At-Tahoe Settlement Administrator, P.O. Box 54668, Irvine, CA 92619. Request for Exclusion forms can be obtained and submitted online at www.SierraClassAction.com.

If you do not follow these procedures and deadlines, you will remain a Class Member and lose any opportunity to exclude yourself from the Settlement. This means that your rights will be determined in this lawsuit by the Settlement Agreement if it receives final approval from the Court.

14. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, you cannot receive a Refund or Single-Day Ski Lift Ticket Voucher. But, you may sue, continue to sue, or be part of a different lawsuit against Sierra-at-Tahoe about the legal issues in this case. The parties are presently not aware of any other lawsuits regarding these issues.

YOUR RIGHTS – OBJECTING TO THE SETTLEMENT

QUESTIONS? CALL 1-800-355-0700, OR VISIT WWW.SIERRACLASSACTION.COM

You can tell the Court that you don't agree with the Settlement or some part of it.

15. How do I tell the Court that I don't like the Settlement?

If you're a Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. Note: You can't ask the Court to order a different Settlement; the Court can only approve or reject the Settlement as proposed to the Court. If the Court denies approval, no settlement awards will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

To object, you must send a letter. Be sure to include the following information:

- a. The case name and number (*Standefer v. Sierra-at-Tahoe, LLC*, case no. MSC21-00513);
- b. Your name, address, telephone number and, if represented by counsel, the name, address, and telephone number of your counsel;
- c. A statement under oath that you are a Class Member;
- d. A statement whether you intend to appear at the Final Approval Hearing, either in person or through counsel;
- e. A statement of all your objections and the specific grounds supporting your objections;
- f. A statement whether the objection applies only to you, to a specific subset of the Settlement Class, or to the entire Settlement Class;
- g. Copies of any papers, briefs, or other documents upon which your objection is based; and
- h. Your handwritten, dated signature (the signature of your counsel, an electronic signature, and the annotation "/s" or similar annotation will not suffice).

Your objection must be submitted to the Court either by mailing (or by filing it at the Superior Court of the State of California, Contra Costa County, and served on Class Counsel and Defendant's Counsel received no later than **June 10, 2025**, to the following addresses:

<u>Court:</u> Clerk of Court Superior Court of California, Contra Costa County 725 Court Street Martinez, CA 94553	<u>Class Counsel:</u> Timothy G. Blood Paula R. Brown Blood Hurst & O'Reardon, LLP 501 W. Broadway, Suite 1490 San Diego, CA 92101	<u>Defense Counsel:</u> Paul S. Rosenlund Duane Morris LLP Spear Tower One Market Plaza, Suite 2200 San Francisco, CA 94105-1127
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If you timely file an objection it will be considered by the Court at the Final Approval Hearing. You do not need to attend the Final Approval Hearing for the Court to consider your objection.

The Court will require substantial compliance with these requirements above. If you do not submit a written objection in accordance with the deadline and procedure set forth above, you will waive your right to be heard at the Final Approval Hearing. However, the Court may excuse your failure to file a written objection upon a showing of good cause, which, if granted, would permit you to still appear at the Final Approval Hearing and object to the Settlement.

16. What's the difference between objecting and asking to be excluded?

QUESTIONS? CALL 1-800-355-0700, OR VISIT WWW.SIERRACLASSACTION.COM

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because you are no longer part of the case.

YOUR RIGHTS – APPEARING AT THE FINAL APPROVAL HEARING

The Court will hold a “Final Approval Hearing” to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

17. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 9:00 AM on July 10, 2025, at the Superior Court of California, Contra Costa County, 725 Court Street, Martinez, CA 94553 in Department 39.

At the hearing, the Court will hear any comments, objections, and arguments concerning the fairness of the proposed Settlement, including the amount requested by Class Counsel for attorneys' fees and expenses. If there are objections, the Court will consider them. You do not need to attend this hearing. You also do not need to attend to have a comment or objection considered by the Court. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

Note: The date and time of the Final Approval Hearing are subject to change by Court Order. Any change will be posted at www.SierraClassAction.com. You should check this website or the Court's website to confirm that the date and/or time have not changed.

18. Do I have to attend the Final Approval Hearing?

No. Class Counsel will answer all questions the Court may have. But, you are welcome to attend the hearing at your own expense. If you submit a written objection, you do not have to attend the hearing to talk about your objection. As long as you filed your written objection by the deadline, the Judge will consider it. You may also pay your own lawyer to attend, but it is not necessary.

19. May I speak at the Final Approval Hearing?

As long as you do not exclude yourself, you can (but do not have to) participate and speak for yourself in this lawsuit and Settlement. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you in this lawsuit, you must send a letter saying that it is your “Notice of Intention to Appear in *Standefer v. Sierra-at-Tahoe, LLC*.” Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked by **June 10, 2025**, and be sent to the Court Clerk at the address listed in Question 15.

If you want to speak at the Final Approval Hearing without having followed these procedures, you may do so if you demonstrate good cause to the Court.

YOUR RIGHTS – DO NOTHING

20. What happens if I do nothing at all?

If you do nothing, you'll be part of the Settlement Class, but receive no Refund or Single-Day Ski Lift Ticket Voucher from the Settlement. Unless you exclude yourself, you will not be permitted to continue to assert Released Claims in any other lawsuit against Sierra-at-Tahoe about the legal issues in this case, ever again.

GETTING MORE INFORMATION

21. Are there more details about the Settlement?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.SierraClassAction.com, or by contacting Class Counsel by email or telephone at the address or number listed in response to Question 11 above.

22. How do I get more information?

You can call toll-free 1-800-355-0700, write to Sierra-at-Tahoe Settlement, P.O. Box 54668, Irvine, CA, 92619; or go to www.SierraClassAction.com, where you will find answers to common questions about the Settlement, a Claim Form, motions for approval of the Settlement and Class Counsel's request for attorneys' fees and expenses, and other important documents in the case.

You can also access information about this case through the Court's Public Portal at <https://www.cc-courts.org/civil/online-case.aspx>. You can also access and retrieve documents from the Court's docket by visiting the Court Records office located at 1111 Ward Street, Martinez, CA 94553, between 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT'S CLERK OFFICE TO
INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS**

Appendix 1 – Release