

EXHIBIT C

1 SCOTT A. KRON, ESQ. [State Bar No. 237769]
 scott@kronandcard.com
 2 ANNE L. CARD, ESQ. [State Bar No. 273435]
 anne@kronandcard.com
 3 KRON & CARD LLP
 A Limited Liability Partnership
 4 23421 S. POINTE DR., STE. 280
 LAGUNA HILLS, CA 92653-1556
 5 Telephone: (949) 367-0520
 6 Facsimile: (949) 613-8472

7 Attorney for Objector
 Rhadiante Van de Voorde
 8
 9

10 UNITED STATES DISTRICT COURT
 11 SOUTHERN DISTRICT OF CALIFORNIA
 12

13 SKYE ASTIANA, et al., individually
 and on behalf of all others similarly
 14 situated,

15
 16 Plaintiffs,

17 vs.

18 KASHI COMPANY,

19
 20 Defendants.

Case No.: 3:11-cv-01967-H (BGS)

CLASS ACTION

**OBJECTIONS TO PROPOSED
 CLASS ACTION SETTLEMENT**

21 Class member, Rhadiante Van de Voorde, pursuant to the proposed
 22 settlement makes the following statement:

- 23 a. My name is Rhadiante Van de Voorde;
- 24 b. My address is 1200 Blue Ridge Drive, Boulder Creek, CA 95006;
- 25 c. My telephone number is (831) 338-1709;
- 26 d. Neither I nor my attorney will appear at the fairness hearing;
- 27 e. I am a member of this class; and
- 28 f. I object to the proposed settlement as stated herein.

KRON & CARD LLP
 23421 S. POINTE DR., STE. 280
 LAGUNA HILLS, CA 92653-1556

1 Class member, Rhadiante Van de Voorde, pursuant to the proposed
2 settlement makes the following objections to such settlement in this case:

3 **OBJECTIONS**

4 **I. Claims Procedure**

5 The release includes unnamed third parties, including joint ventures and
6 partners, and parties that were dismissed from the Action, like Kellogg's. The
7 release should not extend beyond the named defendants because there is no
8 evidence that class counsel knows of the third-parties, investigated claims relating
9 to those parties, and that the class has received value in exchange for releasing
10 those parties. The court should narrow the release to the named defendants alone.

11 **II. Attorney's Fees**

12 Kashi class counsel has requested \$1,250,000 in fees and costs; however,
13 no motion for fees and costs has been made available for the class to evaluate. The
14 notice provides that "Class Counsel in the Bear Naked case will seek attorney
15 expenses in an amount to be determined." The class cannot evaluate the fairness
16 of the settlement or the reasonableness of the requested fees and costs without
17 knowing what counsel did to prosecute the case. The court should require class
18 counsel to provide sufficient information to evaluate the reasonableness of
19 requested legal fees and costs.

20 **III. Potential Recovery**

21 The notice fails to state the total amount of potential damages. Class
22 members cannot evaluate the reasonableness, fairness, or adequacy of the
23 settlement if it does not know how much plaintiffs would recover if they were
24 successful at trial. While a settlement certainly does not need to match this
25 amount, the comparison must be made to determine fairness. The settlement
26 agreement mentions numerous claims that were dismissed, but it does not mention
27 which claims, specifically, are being settled.

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Conclusion

For the foregoing reasons I object to the proposed class action settlement.

DATED: August 1, 2014

KRON AND CARD LLP



By: _____

SCOTT A. KRON, ESQ.
Attorney for Objector
Rhadiante Van de Voorde

OBJECTOR

Rhadiante Van de Voorde

KRON & CARD LLP
23421 S. POINTE DR., STE. 280
LAGUNA HILLS, CA 92653-1556

1 **Conclusion**

2 For the foregoing reasons I object to the proposed class action settlement.

3
4 DATED: August 1, 2014

KRON AND CARD LLP

5
6
7 By: _____

8 SCOTT A. KRON, ESQ.
9 Attorney for Objector
10 Rhadiante Van de Voorde

11
12 OBJECTOR

13
14 
15 _____
16 Rhadiante Van de Voorde

KRON & CARD LLP
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10 UNITED STATES DISTRICT COURT
 11 SOUTHERN DISTRICT OF CALIFORNIA
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KRON & CARD LLP
 23421 S. POINTE DR., STE. 280
 LAGUNA HILLS, CA 92653-1556

13 SKYE ASTIANA, et al., individually
 and on behalf of all others similarly
 14 situated,

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 16 Plaintiffs,

17 vs.

18 KASHI COMPANY,

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 20 Defendants.
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Case No.: 3:11-cv-01967-H (BGS)

CERTIFICATE OF SERVICE

CERTIFICATE OF SERVICE

Astiana v. Kashi Company
United States District Court, Southern District of California
Case No.: 3:11-cv-01967-H (BGS)

I, the undersigned, declare that I am over the age of 18 and am not a party to this action. I am employed in the City of Laguna Niguel, California; my business address is 23421 S. Pointe Dr., Ste. 280, Laguna Hills, CA 92653-1556.

On the date below I served a copy, with all exhibits, of the following document(s):

OBJECTIONS TO PROPOSED CLASS ACTION SETTLEMENT

on all interested parties in said case addressed as follows:

Joseph N. Kravec, Jr.	Dean N. Panos
Wyatt A. Lison	JENNIFER & BLOCK LLP
Feinstein Doyle Payne & Kravec, LLC	353 N. Clark Street
429 Forbes Avenue	Chicago, IL 60654-3456
Allegheny Building, 17 th Floor	
Pittsburgh, PA 15219	

(Service By Mail) By placing the document(s) in an envelope or package addressed to the persons listed above and causing such envelope, with postage thereon, fully prepaid, to be placed for deposit at 23421 S. Pointe Dr., Ste. 280, Laguna Hills, CA 92653-1556, in the United States Postal Service.

(Service By Federal Express or Overnight Delivery) By depositing copies of the above document(s) in a box or other facility regularly maintained by Federal Express with delivery fees paid or provided for.

(Personal Service) By placing the document(s) in an envelope or package addressed to the persons listed above and providing them to a professional messenger service for delivery.

(Via Electronic Transmission) By sending a file of the above document(s) via electronic transmission (e-mail) at 5:00 p.m. using e-mail address scott@kronandcard.com to the e-mail address designated for each party identified above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed August 1, 2014 at Laguna Hills, California.



SCOTT A. KRON

KRON & CARD LLP
23421 S. POINTE DR., STE. 280
LAGUNA HILLS, CA 92653-1556

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1 DONALD A. GREEN, ESQ. (SBN 225171)
2 LAW OFFICES OF DONALD A. GREEN, PC
3 1902 WRIGHT PL., 2ND FLOOR
4 CARLSBAD, CA 92008
5 PHONE (760) 431-5290
6 FAX (760) 268-9889

FILED
Superior Court of California
County of Los Angeles

SEP 16 2014 MK

Sherri R. Carter, Executive Officer/Clerk
By P. Pleasant, Deputy
P. Pleasant

Attorneys for Objector, RHADIANTE VAN DE VOORDE

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES
10 CENTRAL CIVIL WEST COURTHOUSE
11

12 CURT SCHLESINGER, PETER Lo Re, ADAM
13 RUSSELL, JAMES ROTH, MARYAM
14 AGHCHAY, on behalf of themselves and all others
similarly situated,

15 Plaintiffs,

16 v.

17 TICKETMASTER, a Delaware Corporation,

18 Defendant.

Case No. BC 304565

CLASS ACTION

D310

OBJECTION TO CLASS ACTION
SETTLEMENT

BY FAX

19 I, RHADIANTE VAN DE VOORDE, hereby object to the case known as CURT
20 SCHLESINGER, PETER Lo Re, ADAM RUSSELL, JAMES ROTH, MARYAM AGHCHAY, on
21 behalf of themselves and all others similarly situated v. TICKETMASTER, a Delaware Corporation,
22 Case No.: BC 304565.
23

24 I, RHADIANTE VAN DE VOORDE, state as follows:

25 a. My name is Rhadiante Van de Voorde;

26 b. My contact information is: 1200 Blue Ridge Dr., Boulder Creek, CA 95006. My telephone
27 number is: (831) 338-1709;
28

SCANNED

- 1 c. Ticketmaster Usage: I purchased one or two tickets through Ticketmaster. It was either STS9
2 in 2013 or Pretty Lights in 2013 at Bill Graham Auditorium in San Francisco. I cannot
3 remember how the tickets were delivered. I would have used this email:
4 rhadiante@elementaldesign.com.
5
6 d. I will not attend the fairness hearing and my attorney will not attend the fairness hearing.

7 OBJECTIONS

8 I.

9 UNFAIR COUPON SETTLEMENT

10 The Settlement provides class members with a \$2.25 "credit" toward future Ticketmaster
11 purchases. The Settlement also provides a \$5.00 credit for shipping for subclass members. For that
12 reason, the Settlement is what courts refer to as a coupon settlement. Coupon settlements are
13 generally disfavored by courts because, as in this case, the coupons have little to no value to the Class
14 and are an inadequate remedy to redress past harms.

15 Ticketmaster also has agreed to make free tickets for certain events available to class
16 members on a first-come, first-served basis. This relief, much like the coupon relief, is no relief at all.
17 The tickets are not available until after the Settlement is approved, and the tickets have strict
18 limitations: they are only good for "general admission seating at designated concert events at certain
19 Live Nation owned or operated venues." This is a nationwide settlement and Live Nation does not
20 have venues in every state, thereby limiting the value of the Settlement for many class members.
21 Moreover, the "free" tickets compel class members to do business with Live Nation (i.e. pay parking
22 fees, purchase food and beverage, etc.), which is the successor of Ticketmaster. Much like the fees at
23 issue in the case and the coupon relief, the "free" tickets are a profit generator for Ticketmaster.

24 The court should take a close look at whether Ticketmaster will realize any direct or indirect
25 benefits from the distribution of the coupons and free tickets to the class. If so, the value of the
26 Settlement is negligible and the court should reject the Settlement.

27 The Settlement is unfair, unreasonable, and inadequate in four respects:
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First, in order to recover the Settlement benefits, class members are unfairly compelled to conduct business with Ticketmaster. Ticketmaster allegedly wrongfully collected fees from the class and it would be nonsensical to force the same individuals to engage in business with Defendants again. The settlement should provide cash benefits, not coupons or free tickets. The notice states that Ticketmaster allegedly took money from the class in the form of improper fees. A fair settlement would be the return of some of that money. It is clear from the Settlement Agreement that the defendant has the name, address, and credit card information of all persons who purchased tickets during the class period. Ticketmaster should credit each class member's credit card, or where credit card information is not current, mail a check to the class member at his/her last known address.

Second, the coupons are not transferable whatsoever. As provided in the Notice, neither the Discount Codes nor the UPS Codes are transferable. The only thing a class member can do is use the codes to purchase a ticket and then transfer the ticket, which forces the class member to do business with Ticketmaster. The free transferability of coupons is the foundation of a fair coupon settlement. The inability to transfer the coupons restricts the class and reduces the value of the settlement.

Third, the coupons have little to no value because, as provided in the Notice and Settlement Agreement, they are not convertible into cash by redemption. The class members may not want to do business with Ticketmaster and use the coupons, they may want to convert their coupon into cash by redemption or by transferring the coupon to someone else. Here, a class member can only make a transfer after purchasing a ticket.

Fourth, the Settlement Value is inflated by the coupon value. The Court should not approve the settlement or award fees until the following information, which is critical to evaluating settlement fairness and reasonableness, is provided: (1) the Settlement's true cash value; (2) the redemption rate of the coupons; and (3) post-settlement tracking of how many class members actually redeemed their coupons and/or receive "free" tickets.

In light of the foregoing, the Court should reject the Settlement.

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II.

DEFECTIVE RELEASE

The Release contains essential information that the class must evaluate in order to make an informed decision. The full Release was not included in the Class Notice. Moreover, the scope of the Release is troubling. This case is very narrow: Ticketmaster customers were misled by certain processing and delivery fees. Even assuming that the benefits were fair (and they are not), the release should be limited to these fees and their representation. However, Ticketmaster seeks additional legal protection.

Specifically, the Release covers any and all claims that were or could have been brought under any theory of law or equity. The Release continues, "Without limiting the foregoing, the release applies to claims based on or arising from the allegations made that Ticketmaster's Order Processing Fee, UPS delivery fee and Convenience Fee, as presented on the Website, are deceptive and excessive to the extent they make express or implied representations that they are set based on (or are the same as) Ticketmaster's costs for providing various services." The Parties have it backwards; the Release should be limited to the fees at issue in the case. As written, the class members release all claims including but not limited to the fee issues in the case.

If the Parties or the Court revise the release to match the allegations in the case, the Parties should send out a supplemental notice with the new settlement terms so that class members can make a decision as to what to do in relation to the new settlement. Even if the Parties or the Court do not revise the release, a supplemental notice containing the Release should be sent to the class. The Release was not included in the original Class Notice.

Dated: September 15, 2014

By: 
Donald Green, Esq.
Attorney for Objector Rhadiante Van de Voorde

OBJECTOR:


Rhadiante Van de Voorde

Rhadiante Van de Voorde
1200 Blue Ridge Drive
Boulder Creek, CA 95006

12-15-14

Skold v. Intel Corporation, et al.
c/o Gilardi & Co. LLC
P.O. Box 8060
San Rafael CA 94912-8060

GIRARD GIBBS LLP
c/o Eric H.
Gibbs
601 California Street, 14th Floor
San Francisco, CA 94108

MUNGER, TOLLES & OLSON LLP
c/o Gregory P. Stone, Esq.
355 South Grand Avenue, 35th Floor
Los Angeles, California 90071

Superior Court of California Santa Clara
Clerk of the Court
191 N. First ST
San Jose, CA 95113

This letter was mailed and postmarked on 12-15-14 to the above addresses.

With respect to *Skold, et al. v. Intel Corporation, et al.*, Case No. 1-05-CV-039231 I object as follows:

The information you ask for is: Rhadiante Van de Voorde; 1200 Blue Ridge Drive, Boulder Creek, CA 95006; Address at time of purchase could have been 324 Monterey Avenue, Capitola, CA or 1065 Blueridge Drive, Boulder Creek, CA; 831-338-1709; Although irrelevant to this objection, I

made an objection in *Curt Schlesinger, et al. v. Ticketmaster*, Case No. BC 3045565; I do not have any documents establishing my membership in the class.

The claim form is unreasonable and requests information that is not necessary for settlement administration: The Parties agreed to a reduced standard of proof to establish class membership; however, the claim form is anything but simple and functions as a barrier to claim submissions. The claim form requests current contact information, which is reasonable for settlement administration. However, the claim form also requests: (1) the make of the computer; (2) approximate date of purchase; (3) the computer's retailer; and (4) the city where the computer was purchased. Each of these questions are unreasonable because they require Class Members to either (a) have access to records that they most likely discarded more than a decade ago; or (b) guess details that may subject them to criminal prosecution for perjury. Additionally, the claim form asks which processor the class member purchased, either "A new computer equipped with a Pentium 4 processor between November 20, 2000, and December 31, 2001, for personal, family or household use," or "A new computer equipped with a first-generation (Willamette) Pentium 4 processor or a Pentium 4 processor at speeds below 2.0 GHz between January 1, 2002, and June 30, 2002, for personal, family or household use." What is the purpose of this question? Class Members most likely not be able to remember the exact month or year of their purchase, nor will they know the exact processor speeds (which seems to ask for knowledge that is well beyond the average consumer). The vast majority of Class Members no longer have possession of their computers and will necessarily be required to guess on these questions. Beyond the claimant's contact information, none of the questions in the claim form are necessary for settlement administration. The claimant's contact information and a

sworn statement that the claimant purchased a computer with a Pentium 4 Processor should be sufficient for the low payout of \$15 offered in this case.

Class Counsel's fee request is unreasonable and offensive to the Class in light of the results achieved. Class Counsel requests \$16,450,000 merely on the basis that the case was litigated for a decade and wasn't dismissed. Class Counsel provides no valid reasoning to support its exorbitant fee request. There is no statement of class size, number of claims submitted, what percentage of class members submitted claims, what percentage of submitted claims will be paid, or most importantly, what the value of the settlement is to the Class. Moreover, Plaintiffs alleged serious violations of state law; however, the settlement provides no injunctive relief. This settlement will most likely have a claims rate in the single digits, which would mean that Defendant would end up paying no more than \$1 to \$2 million dollars to claimants, at best. This result in no way supports Class Counsel's fee request of \$16,450,000. In fact, it's offensive to the Class and the public. Class Counsel should not be compensated for the excessive hours invested in this case. Instead, the Court should award Class Counsel a reasonable percentage of the actual cash paid out to claimants. This result is reasonable because it aligns Class Counsel's interests with those of the Class and does not provide Class Counsel with an unjustified and unreasonable windfall.

The Court should reject the proposed \$4 million cy pres distribution. Cy pres awards are only appropriate when it is not possible or practicable to compensate class members. Here, it is possible to compensate class members because class members have been identified through the claims process and through Defendant's records. In addition, there is nothing prohibiting a pro rata increase of payments to claimants. Finally, the parties have not explained why it is not possible to provide the \$4 million to Class

Members as opposed to nonprofit organizations. Class Counsel states the cy pres distribution addresses the "impractical consumer recovery in this case," yet claims have been made and claims will be paid, so what exactly is impracticable? The objective of cy pres is to achieve the best approximation of righting the wrongs caused by the underlying lawsuit. A cy pres award beneficiary must qualify as "the next best distribution" to giving the funds directly to class members. The proposed cy pres distribution is inappropriate because there is no connection, direct or indirect, between Teach for America, the Class, and the facts of the case. Moreover, the proposed distribution does not benefit absent class members or the underlying basis for the class action. The Court should reject any proposed cy pres distribution and instead increase the payout to claimants pro rata.

The requested incentive award of \$50,000 (\$25,000 each) is unreasonable. Class incentive awards should be based on the expense or risk to the named plaintiffs. First, the named plaintiffs invested no money into the case; Class Counsel accepted the case on a contingency basis and therefore there was no risk to plaintiffs. Second, the named plaintiffs did not expend any more time than was necessary to see the case to settlement. Any additional time expended by the named plaintiffs was due to prolonged motion practice, not depositions or investigations in which the named plaintiffs personally participated. Finally, the requested incentive awards far exceed the average awards provided to named plaintiffs. The Court should reduce the requested incentive awards accordingly.



Rhadiante Van de Voorde

CERTIFIED MAIL



7006 0810 0006 3771 2743

ELEMENTAL DESIGN GROUP
Creative Landscapes and Interiors
1200 Blue Ridge Drive, Boulder Creek, CA 95006



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Munger, Towles & Olson LLP
c/o Gregory P. Stone, Esq
355 South Grand Avenue, 35th floor

Los Angeles, CA
90071-1592