

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NORTHERN CALIFORNIA
SAN FRANCISCO DIVISION

RITA ADE-FOSUDO, JACQUELINE PAIGE,
and HEAVENLY MARTIN individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

VIKI, INC.,

Defendant.

Case No. 3:23-cv-02161-RFL-LB

**CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE**

The Honorable Rita F. Lin

This Class Action Settlement Agreement and Release dated April 10, 2025 (the “Agreement”), is made and entered into by and among: (i) Plaintiffs Rita Ade-Fosudo, Jacqueline Paige, and Heavenly Martin (“Plaintiffs”) on behalf of themselves and each of the members of the Class (as defined herein), and (ii) Defendant Viki, Inc. (“Viki” or “Defendant”) (collectively, the “Parties”). The Agreement is intended to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined herein) as against the Releasing Defendant (as defined herein) and compensate Plaintiffs and Class Members for claimed damages, subject to the approval of the Court and the terms and conditions set forth in this Agreement.

I. RECITALS

WHEREAS, on May 03, 2023, Plaintiff Rita Ade-Fosudo filed a class action complaint against Viki in the United States District Court for the Northern District of California, captioned *Ade et al. v. Viki, Inc.*, asserting claims, including claims for alleged violations of the Video Privacy Protection Act, 18 U.S.C. § 2710 (“VPPA”) (ECF No. 1);

WHEREAS, on June 16, 2023, Plaintiffs filed a First Amended Complaint adding Plaintiff Jacqueline Paige (ECF No. 14);

WHEREAS, on March 28, 2024, the Court issued an Order granting in part and denying in part a motion by Viki to dismiss the class action complaint (ECF No. 40);

WHEREAS, on May 6, 2024, Plaintiffs filed a Second Amended Complaint adding Plaintiff Heavenly Martin (ECF No. 57), a copy of which is attached as Exhibit 1;

WHEREAS, the Parties mediated before the Honorable Jeremy D. Fogel (Ret.) on October, 8, 2024 and January 7, 2025;

WHEREAS, Plaintiffs filed a Motion for Protective Order and Corrective Action on October 15, 2024 (ECF No. 66), that was fully briefed as of November 5, 2024 (ECF Nos. 73, 74), and argued before the Court on December 10, 2024 (ECF No. 83);

WHEREAS, the Parties reached an agreement in principle to settle this litigation on January 7, 2025;

WHEREAS, the Court had not yet ruled on Plaintiffs’ Motion for Protective Order and Corrective Action at the time the Parties agreed in principle to resolve this action and Plaintiffs agreed

1 to withdraw their motion without prejudice to refiling should the Settlement not receive the Court's
2 final approval (ECF No. 88);

3 WHEREAS, Plaintiffs have conducted discovery, including serving 31 document requests, 9
4 interrogatories, engaging in lengthy meet and confer sessions and related correspondence, deposing
5 non-party Meta Platforms, Inc., noticing and negotiating the logistics of 2 witness depositions and a
6 Rule 30(b)(6) deposition, and engaging an expert witness and consultant;

7 WHEREAS, in entering into this Agreement, Plaintiffs recognize and acknowledge the expense
8 and time it would take to prosecute this action through trial and any subsequent appeals, and the risk
9 that this action could ultimately be unsuccessful in light of Viki's defenses;

10 WHEREAS, Viki has asserted and would assert numerous defenses to the claims alleged by
11 Plaintiffs, and Viki expressly denies each of the claims asserted by Plaintiffs against Viki and any and
12 all liability arising out of the conduct alleged by Plaintiffs;

13 WHEREAS, Viki acknowledges that further litigation of this action could be protracted and
14 expensive, and has taken into account the uncertainty and risks inherent in any litigation, including a
15 proposed class action;

16 WHEREAS, by entering into this Agreement, Viki does not admit any wrongdoing, and this
17 Agreement is not and will not constitute an admission of liability by Viki; and

18 WHEREAS, Plaintiffs and Viki have each independently determined that it is desirable and
19 beneficial for this action to be fully and finally resolved in the manner and upon the terms and
20 conditions set forth in this Agreement.

21 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs
22 (for themselves and the Class Members) and Viki, by and through its counsel, that, subject to the
23 approval of the Court, the Litigation and the Released Claims will be finally and fully compromised,
24 settled, and released, and the Litigation will be dismissed with prejudice, as to all Parties and their
25 Related Parties (as defined below), upon and subject to the terms and conditions of the Agreement, as
26 follows.
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II. TERMS OF AGREEMENT

1. Definitions

As used in the Agreement, the following terms have the meanings specified below:

1.1 “Action” or “Litigation” means *Ade et al. v. Viki, Inc.*, Case No. 3:23-cv-02161-RFL-LB, pending in the United States District Court for the Northern District of California.

1.2 “Agreement,” “Settlement Agreement,” or “Settlement” means this Class Action Settlement Agreement and Release.

1.3 “Approved Claim” means a Claim Form submitted by a Class Member that: (a) is submitted timely and in accordance with the directions on the Claim Form; (2) is fully and truthfully completed by a Class Member with all of the information requested on the Claim Form; (3) is signed by the Class Member, physically or electronically; and (4) is approved by the Claims Administrator under the provisions of this Agreement, including its incorporated exhibits.

1.4 “Approved Claimant” means any Class Member whose claim has been allowed as an Approved Claim.

1.5 “Claimant” means a person who submits a Claim.

1.6 “Claims Administrator” or “Settlement Administrator” means Simpluris, Inc., or such other notice and claims administrator as the Court approves.

1.7 “Claims Deadline” means 110 calendar days after Preliminary Approval.

1.8 “Claim Form” means a document, substantially in the form of Exhibit 2 hereto, that a Class Member must complete and submit to receive a payment from the Net Settlement Fund.

1.9 “Class” means all persons who, between January 12, 2016, and July 30, 2024, requested or obtained video content on the Viki website (viki.com) while in the United States and at a time the person had a Facebook account and also had a Viki account. The Class excludes Viki, its parents, subsidiaries, affiliates, officers, directors, and employees, and employees of Viki’s parents, subsidiaries, or affiliates; any entity in which Viki has a controlling interest; and all judges assigned to hear any aspect of this litigation, as well as their staff and immediate family members.

1.10 “Class Member” means a person who falls within the definition of the Class and does not exercise his or her right to opt out of the Settlement before the Objection or Opt-out Deadline.

1.11 “Class Counsel” means Girard Sharp LLP.

1.12 “Court” means the United States District Court for the Northern District of California.

1.13 “Defendant” means Viki, Inc.

1.14 “Defendant’s Counsel” means Womble Bond Dickinson (US) LLP.

1.15 “Effective Date,” or the date upon which this Settlement becomes “effective,” means the date the Court has entered the Final Order and Judgment and the Final Order and Judgment has been upheld through the resolution of all appeals and writs of certiorari, if any, and through the expiration of all time to appeal and file writs of certiorari, except that the Effective Date will not be delayed or modified by an appeal from those parts of the Final Order and Judgment that pertain solely to any award of attorneys’ fees or expenses.

1.16 “Escrow Account” means the interest-bearing account constituting a qualified settlement fund, as defined in Treasury Regulation § 1.468B-1 *et seq.*, to be mutually selected by the Parties and opened by the Claims Administrator and maintained by the Escrow Agent, subject to the continuing jurisdiction of the Court.

1.17 “Escrow Agent” means Simpluris, Inc. The Escrow Agent shall be paid with monies from the Settlement Fund, as defined below.

1.18 “Fee and Expense Award” means the order awarding attorneys’ fees and reimbursement of litigation expenses incurred by Class Counsel in the Litigation.

1.19 “Final Approval Hearing” means the hearing before the Court where the Parties will request that the Court enter the Final Order and Judgment, and approve the Settlement Agreement, the Plan of Allocation, the Fee and Expense Award, and the Service Awards to the Class Representatives.

1.20 “Final Order and Judgment” or “Final Approval Order” means an order, substantially in the form of Exhibit 5 hereto, to be entered by the Court in this Action granting final approval of this Settlement Agreement and dismissing the Litigation with prejudice.

1.21 “Group Opt-out” means a request for exclusion submitted on behalf of two or more persons belonging to the Class, including “mass” or “class” opt-outs.

1.22 “Net Settlement Fund” means the Settlement Fund, less attorneys’ fees and expenses and Class Representative Service Awards that may be approved by the Court, less Notice and

Administration Expenses, less any taxes due on earnings on the Settlement Fund, less any expenses related thereto, and less any other Court-approved deductions.

1.23 “Notice” means the Notice of Proposed Settlement of Class Action, which, subject to approval of the Court, will be substantially in the form attached as Exhibit 3 hereto.

1.24 “Notice Date” means 35 calendar days after Preliminary Approval.

1.25 “Notice and Administration Expenses” means reasonable costs and expenses incurred by the Claims Administrator in connection with providing Notice (including CAFA notice), processing and distributing claims, responding to inquiries from members of the Class, and related services, and any costs incurred in connection with opening or maintaining the Escrow Account and paying the Escrow Agent.

1.26 “Objection or Opt-out Deadline” means 110 calendar days after Preliminary Approval.

1.27 “Viki” means Defendant Viki, Inc.

1.28 “Person” means an individual, corporation, limited liability corporation, professional corporation, partnership, limited partnership, limited liability partnership, association, joint stock company, joint venture, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, any business or legal entity, and any of their heirs, successors, representatives, or assigns.

1.29 “Plaintiffs” or “Class Representatives” means Rita Ade-Fosudo, Jacqueline Paige, and Heavenly Martin.

1.30 “Plan of Allocation” means the plan for allocating the Net Settlement Fund as described in Paragraph 3 of this Agreement.

1.31 “Preliminary Approval Order” means the Order Preliminarily Approving Settlement and Providing for Notice, substantially in the form attached as Exhibit 4 hereto.

1.32 “Preliminary Approval” means the date on which the Preliminary Approval Order is entered.

1.33 “Related Parties” means, as applicable, each of a person or entity’s respective present and former parents, subsidiaries, divisions, affiliates, and each of their and a person or entity’s respective present and former employees, members, partners, principals, agents, officers, directors, controlling

shareholders, attorneys, agents, insurers, reinsurers, related or affiliated entities, predecessors, successors, spouses, estates, heirs, executors, trusts, trustees, administrators, representatives, and assigns, in their capacity as such, and any entity in which such a person or entity has a controlling interest.

1.34 “Released Claims” means all claims by Class Members, whether federal or state, known or unknown, asserted or unasserted, regardless of legal theory, arising out of any facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions and failures to act regarding the alleged disclosures of the Class Members’ personally identifiable information and video viewing or requesting behavior that were brought or could have been brought in the Action, including but not limited to claims under the VPPA, claims under California’s Unfair Competition Law, and claims for unjust enrichment.

1.35 “Released Defendant” and “Releasing Defendant” means Viki and its Related Parties.

1.36 “Released Plaintiffs” and “Releasing Plaintiffs” means Plaintiffs and each Class Member.

1.37 “Releasing Defendant’s Claims” means all claims and causes of action, whether known or unknown, whether arising under federal, state, common, or foreign law, solely to the extent that such claims arise out of or relate to the institution, prosecution, or settlement of the Litigation or the Released Claims against the Released Defendant. Notwithstanding the foregoing, “Releasing Defendant’s Claims” does not include claims relating to the enforcement of the Settlement.

1.38 “Releasing Parties” means the Releasing Defendant and the Releasing Plaintiffs.

1.39 “Service Awards” mean the awards sought by Class Representatives, subject to Court approval, in consideration for their service during the course of the Action.

1.40 “Settlement Fund” means the non-reversionary cash fund consisting of eight million dollars (\$8,000,000.00) to be distributed in accordance with terms of this Settlement Agreement, less the advance for Notice and Administration Expenses (paragraph 2.1). The Parties agree that the Settlement Fund is intended to be at all times a “qualified settlement fund” within the meaning of Section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended, from the earliest date possible, and further agree to any relation-back election (as described in Treas. Reg. §1.468B-1(j)) required to treat the Settlement Fund as a “qualified settlement

fund” from the earliest date possible. The Settlement Fund will be maintained by the Escrow Agent with permissions granted to the Claims Administrator to access said funds until such time as the payments set forth herein are made. The Settlement Fund includes all interest that will accrue on the sums deposited in the Escrow Account. The Claims Administrator, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), will be responsible for all tax filings with respect to any earnings on the Settlement Fund and the payment of all taxes that may be due on such earnings. Counsel for Defendant agrees to provide promptly to the Claims Administrator the statement described in Treasury Regulation § 1.468B-3(e). Neither the Class Representatives, Class Counsel, Defendant, nor Defendant’s Counsel will have any liability or responsibility for any tax arising with respect to the Settlement Fund.

1.41 “Unique ID” means the identifier assigned to persons potentially belonging to the Class by the Claims Administrator.

1.42 “Unknown Claims” means claims that could have been raised in the Action and that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him or her, might affect his or her agreement to release the Released Parties or the Released Claims or might affect his or her decision to agree, object or not to object to the Settlement, to the extent they are based on the identical factual predicate as the underlying claims in this Action. Upon the Effective Date, the Releasing Parties will be deemed to have, and will have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, which provides as follows:

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.

Upon the Effective Date, the Releasing Parties also will be deemed to have, and will have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or

believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Paragraph.

2. Settlement Relief

2.1 Within 30 days after Preliminary Approval, Defendant shall pay the sum of \$200,000.00 into the Escrow Account according to instructions to be furnished by the Escrow Agent, as a deposit to be used to pay Notice and Administrative Expenses. Within 30 days after the Court enters the Final Order and Judgment, Defendant shall transfer the remaining sum of \$7,800,000.00 to the Escrow Account. Defendant will make no further payments in connection with this Agreement.

2.2 From the initial deposit to the Escrow Account, an amount totaling \$85,000.00 for initial costs associated with Notice and Administration Expenses will be disbursed from the Escrow Account to the Claims Administrator. To the extent the disbursement thereafter is actually expended on Notice and Administration Expenses, the amount expended will not be returned to Defendant, and Defendant will have no claim for reimbursement of that amount.

2.3 Upon the Effective Date, no portion of the Settlement Fund or Net Settlement Fund will revert to Defendant; but if the Effective Date does not occur, the balance of the Escrow Account, plus any interest earned, will be returned to Defendant within 10 days after the Court enters its order denying Plaintiffs' motion for final approval of the settlement or any order overturning or otherwise nullifying the settlement.

2.4 In addition to agreeing to pay the Settlement Fund, Viki has removed or disabled the Meta Pixel from any web page on the Viki website that includes video content as of the Effective Date.

2.5 Viki further agrees not to re-install or operate the Meta Pixel on any web page on the Viki website that includes video content, except if: (a) the VPPA is amended in relevant part, repealed, or otherwise invalidated; (b) Viki obtains consent in the form required by the VPPA, 18 U.S.C. § 2710(b)(2)(B); or (c) the Meta Pixel on the relevant Viki web page otherwise complies with the VPPA.

3. Allocation of the Net Settlement Fund

3.1 Class Members will have until the Claims Deadline to submit a Claim.

1 3.2 There will be one Claim Form, and each Class Member may submit one claim.
2 The Claim Form will require an attestation under oath that between January 12, 2016, and July 30, 2024,
3 the Claimant (1) accessed video content on Viki.com, (2) as a Viki account holder, (3) while in the
4 United States and (4) while the Claimant had an active Facebook account, and that all information
5 provided is true and correct to the best of the Claimant's knowledge.

6 3.3 The Claim Form will require that a Class Member support their claim by providing the
7 link associated with the Class Member's Facebook profile. The Notice and Settlement Website will
8 provide instructions to Class Members regarding how to access this information.

9 3.4 The Claims Administrator will audit a sample of claims. If the Claims Administrator
10 determines a Claim is inadequately supported, suspicious, or contains indicia of fraud, the Claims
11 Administrator may disallow the claim or request additional supporting documentation, including
12 documentation showing that the Claimant accessed video content on viki.com while he or she had a
13 Facebook account.

14 3.5 The Claims Administrator will give Claimants a reasonable opportunity to cure defective
15 claim submissions during a period of up to 60 days ("Cure Period").

16 3.6 The Claims Administrator will have the discretion (but not the obligation) to accept late-
17 submitted claims for processing by the Claims Administrator, provided the distribution of the Net
18 Settlement Fund to Approved Claimants will not be materially delayed thereby.

19 3.7 For each claim, the Claims Administrator will make the final determination as to whether
20 the claim is an Approved Claim. The Parties will have no role in, nor will they be held liable in any way
21 for, the determination of monetary relief to be accorded each Claimant. The administrator, however,
22 may consult with the parties regarding Claim submissions.

23 3.8 After review of all claims and after expiration of the Cure Period, the Claims
24 Administrator will determine the total number of Approved Claims, divide the Net Settlement Fund by
25 the number of Approved Claims, and distribute equal shares to each Approved Claimant.

26 3.9 The determination of the validity of claims and the proper amount of the payment to a
27 Claimant is the sole responsibility of the Claims Administrator. No Party to this Agreement will be
28 deemed in default of its obligations due to a dispute between a Claimant and the Claims Administrator,

1 including a dispute over the amount of a payment or the return of a payment due to the death or
2 unavailability of a Class Member. If a Class Member believes that a determination made by the Claims
3 Administrator requires correction, the Class Member may seek correction pursuant to the following
4 process:

5 a) A Claimant who objects to the Claims Administrator's determination of
6 his or her claim must so notify the Claims Administrator within thirty (30) days after the date that the
7 Claims Administrator mailed or emailed the determination to the Claimant. The Claimant must provide
8 a written statement setting forth the basis for his or her disputed claim. Any disputed claim that is not
9 postmarked or emailed within that thirty (30) day period will be waived.

10 b) Upon the timely submission of a disputed claim, the Claims
11 Administrator, and the objecting Claimant, will have thirty (30) days to attempt to resolve the disputed
12 claim by agreement. At the end of this thirty (30) day period, the Claims Administrator will provide the
13 Claimant with its written notice of its decision regarding the disputed claim. The decision of the Claims
14 Administrator will be binding and not subject to further review or appeal.

15 c) No person will have any claim against the Parties or their counsel or the
16 Claims Administrator, or any other person designated by Class Counsel, based on conduct or
17 communications substantially in accordance with this Settlement Agreement or further order(s) of the
18 Court.

19 3.10 The Claims Administrator will provide the Parties with weekly written reports, beginning
20 on the Notice Date and continuing until submission of the final post-distribution accounting (and
21 thereafter upon request), summarizing all statistics and actions taken by the Claims Administrator in
22 connection with administering the Settlement.

23 3.11 All cash payments to Approved Claimants that have not been deposited within 90 days
24 after the date of issuance will be redistributed *pro rata*, after deducting necessary settlement
25 administration expenses from such uncashed funds, to all Class Members who deposited a check or were
26 paid by electronic payment (e.g., Venmo, Zelle, etc.) during the initial distribution.
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1 **4. Releases**

2 4.1 Upon the Effective Date, all Releasing Plaintiffs and anyone claiming through or on
3 behalf of any of them, will be deemed to have fully, finally, and forever released, relinquished, and
4 discharged all Released Claims (including Unknown Claims) against the Released Defendant. Upon the
5 Effective Date, the Releasing Plaintiffs will be forever barred and enjoined from commencing,
6 instituting, prosecuting, or continuing to prosecute any action or other proceeding in any court of law or
7 equity, arbitration tribunal, or administrative forum, asserting any Released Claim against any Released
8 Defendant. Releasing Plaintiffs are aware of California Civil Code § 1542 and expressly waive and
9 relinquish any rights or benefits available to them under this statute.

10 4.2 Upon the Effective Date, the Releasing Defendant will be deemed to have fully, finally,
11 and forever released, relinquished, and discharged all Releasing Defendant's Claims (including
12 Unknown Claims) against Released Plaintiffs, and Class Counsel, whether arising under federal, state,
13 common or foreign law. Upon the Effective Date, the Releasing Defendant will be forever barred and
14 enjoined from commencing, instituting, prosecuting, or continuing to prosecute any action or other
15 proceeding in any court of law or equity, arbitration tribunal, or administrative forum, asserting the
16 Releasing Defendant's Claims against any of the Released Plaintiffs, and Class Counsel.

17 4.3 All Persons granting any release pursuant to paragraphs 4.1 and 4.2 above covenant not
18 to sue with respect to all claims released by such Person.

19 4.4 All Persons granting any release pursuant to paragraphs 4.1 and 4.2 above will be
20 permanently barred and enjoined from asserting, commencing, prosecuting, instituting, assisting,
21 instigating, or in any way participating in the commencement or prosecution of any action or other
22 proceeding, in any forum, asserting any claim released by them under the releases in paragraphs 4.1 and
23 4.2, in any capacity, against any of the Released Parties.

24 4.5 No person will have any claim of any kind against the Parties or their counsel or the
25 Claims Administrator with respect to the Settlement and the matters set forth herein, or based on
26 determinations or distributions made substantially in accordance with this Agreement, the Final Order
27 and Judgment, or further order(s) of the Court.

1 **5. Obtaining Court Approval of the Agreement**

2 5.1 Promptly after execution of the Agreement, Plaintiffs will submit the Agreement,
3 including its incorporated Exhibits, to the Court and will apply for entry of the Preliminary Approval
4 Order.

5 5.2 Pursuant to 28 U.S.C. § 1715, within ten days after this Agreement is filed with the
6 Court, the Claims Administrator will cause notice of the Settlement to be sent to the Attorneys General
7 of each State in which Class Members reside, the Attorney General of the United States, and any other
8 required government officials.

9 5.3 In accordance with the schedule set under the Preliminary Approval Order, Class Counsel
10 will draft the motion for final approval, and the Fee and Expense Application, and will appear at the
11 Final Approval Hearing.

12 5.4 Any order or proceeding relating to the Plan of Allocation, or to the Fee and Expense
13 Application, will not operate to terminate or cancel the Agreement or affect the finality of the Court's
14 Final Order and Judgment.

15 5.5 If the Settlement is not approved by the Court or otherwise fails to become effective in
16 accordance with its terms, the Parties will be restored to their respective positions in the Litigation as of
17 January 7, 2025, and will jointly propose a revised schedule for case deadlines. In such event, the terms
18 and provisions of the Agreement (with the exception of Paragraphs 2.2 and 2.3) will be null and void
19 and will not be used in the Litigation or in any other proceeding for any purpose, and any judgment or
20 order entered by the Court in accordance with the terms of the Agreement will be treated as vacated,
21 *nunc pro tunc*, and will not be used in the Litigation or in any other proceeding for any purpose.

22 **6. Notice and Settlement Administration**

23 6.1 Within seven business days after Preliminary Approval, for purposes of effecting the
24 Notice, Viki will provide the Claims Administrator with the names and email addresses appearing in
25 Viki's records of the persons potentially falling within the Class. The Preliminary Approval Order will
26 contain a provision authorizing Viki to provide the information to the Claims Administrator. Class
27 Counsel will not have access to this information. The Claims Administrator shall not use the information
28 for any purposes other than administering the Settlement, and shall take reasonable measures to protect

1 the information from third-party disclosure. Prior to providing this information, Viki will have an
2 opportunity to verify and approve the information security protocol of the Claims Administrator, which
3 approval will not be unreasonably withheld.

4 6.2 The Claims Administrator will assign each potential person belonging to the Class a
5 Unique ID. The Unique ID will be required to access the online claim form and opt-out form. Any
6 person belonging to the Class who does not receive a Unique ID may request one from the Claims
7 Administrator by providing documentation, such as browsing history, that demonstrates the person
8 requested or obtained video content on the Viki website (viki.com) between January 12, 2016 and July
9 30, 2024, while in the United States and at a time the person had a Facebook account and also a Viki
10 account.

11 6.3 Following Preliminary Approval, no later than the Notice Date, the Claims Administrator
12 will send Notice via email substantially in the form attached as Exhibit 6, along with an electronic link
13 to the Claim Form, substantially in the form attached as Exhibit 2, to all persons potentially belonging to
14 the Class for whom a valid email address is available. To the extent such transmission of email notice
15 results in “bounce-backs,” the Claims Administrator will make a second attempt to re-send the email
16 notice where feasible.

17 6.4 At the election of Class Counsel, and at least seven days prior to the Claims Deadline, the
18 Claims Administrator may, on one to three occasions, send Notice via email substantially in the form
19 attached as Exhibit 6 (with minor, non-material modifications to indicate this is a reminder email), along
20 with an electronic link to the Claim Form, substantially in the form attached as Exhibit 2, to all persons
21 potentially belonging to the Class for whom a valid email address is available.

22 **7. Objections and Opt-outs**

23 7.1 Any objections from Class Members regarding the Settlement must be submitted in
24 writing to the Court no later than the Objection or Opt-out Deadline, in accordance with the procedures
25 set forth in the Preliminary Approval Order.

26 7.2 The Parties may file responses to any timely written objections no later than 15 days after
27 the Objection or Opt-Out Deadline, or such later time as the Court may allow.
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7.3 Any opt-out notice from a person belonging to the Class regarding the Settlement must be submitted individually and in writing no later than the Objection or Opt-out Deadline, in accordance with this paragraph and the procedures set forth in the Preliminary Approval Order. Any person who would otherwise be a Class Member who wishes to be excluded from this Settlement must notify the Claims Administrator in writing of that intent by either (i) U.S. mail postmarked no later than the Objection or Opt-out Deadline; or (ii) submission of an opt-out request on the Settlement Website no later than the Objection or Opt-out Deadline. Group Opt-outs are prohibited. Opt-out requests must include the person's Unique ID (provided by the Claims Administrator), a statement that the individual meets the requirements for Class membership, first and last name, email address, mailing address, and telephone number.

7.4 This Settlement Agreement will not bind a person belonging to the Class who timely and validly opts out of the Class. The Settlement Agreement will, however, bind any person belonging to the Class who does not timely and validly opt out of the Settlement.

7.5 Within 14 days after the Objection and Opt-Out Deadline, the Claims Administrator will provide Class Counsel and Defendant's Counsel with the number of persons who have timely and validly excluded themselves from the Settlement.

7.6 Defendant shall have the right, but not the obligation, in its sole discretion, to terminate this Agreement by providing written notice to Class Counsel within twenty (20) days of Defendants' receipt of notice of the following event: that the Claims Administrator has made a determination that 175 or more persons have timely and validly opted out of the Agreement. If the Agreement is terminated, the Parties will be restored to their respective positions in the Litigation as of January 7, 2025, and will jointly propose a revised schedule for case deadlines. In such event, the terms and provisions of the Agreement (with the exception of Paragraphs 2.2 and 2.3) will be null and void and will not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Agreement will be treated as vacated, *nunc pro tunc*, and will not be used in the Litigation or in any other proceeding for any purpose.

8. Attorneys' Fees and Expenses; Service Awards

8.1 Pursuant to Fed. R. Civ. P. 23(h), Defendant agrees that Class Counsel will be entitled to an award of reasonable attorneys' fees and expenses to be paid exclusively out of the Settlement Fund in an amount to be determined by the Court.

8.2 The Parties have reached no agreement on the amount of fees and expenses that Class Counsel will seek. Defendant takes no position as to the amount of fees and expenses to be sought.

8.3 Class Members will have at least 35 days to object to and oppose Class Counsel's Fee and Expense Application by filing with the Court, and serving on Class Counsel, any objections relating to such application.

8.4 Any Fee and Expense Award will be paid from the Settlement Fund within 45 days after the Court enters the Final Order and Judgment and an order of such fees and expenses, notwithstanding any timely objections or potential for appeal therefrom, or collateral attack on the Settlement or any part hereof. If, however, the Final Judgment is reversed or rendered void as a result of an appeal, Class Counsel will return such funds to the Settlement Fund within 10 days.

8.5 Procedures connected with the application by Class Counsel for attorneys' fees and expenses form no part of this Settlement Agreement, and the application will be considered separately from the Court's consideration of the fairness, reasonableness, and adequacy of this Settlement Agreement. Any order or proceeding relating to the application for attorneys' fees and expenses, the pendency of the application, or any appeal from any such order, will not operate to terminate or cancel this Settlement or to affect or delay the finality effected by entry of the Final Order and Judgment.

8.6 Class Counsel may apply for Service Awards not to exceed \$2,500.00 for each Class Representative. This amount is not a measure of damages, but instead solely an award for the Class Representatives' services, time, and effort on behalf of Class Members. Class Counsel will provide a Form W-9 to each Class Representative who may be awarded a Service Award, and the Claims Administrator will issue an IRS Form Misc. 1099 for such a Service Award to each such Class Representative.

8.7 The Class Representatives' approval of this Settlement Agreement is not contingent on Class Counsel applying for Service Awards or the Court approving any such application. Any order or

1 proceeding relating to the application for Service Awards, the pendency of the application, or any appeal
2 from such an order will not operate to terminate or cancel this Settlement Agreement, or to affect or
3 delay the finality effected by entry of the Final Order and Judgment.

4 8.8 Any fees and/or expenses, including the Fee and Expense Award, and/or Service Awards
5 awarded by the Court will be paid solely from the Settlement Fund. Defendant and its Related Parties
6 will have no responsibility for any payment of attorneys' fees and/or expenses to Class Counsel, or any
7 Service Award to any Plaintiff.

8 **9. Miscellaneous Provisions**

9 9.1 The Parties acknowledge that it is their intent to consummate this Agreement, and agree
10 to cooperate as necessary to secure Court approval of the Agreement and to implement all terms and
11 conditions of the Agreement, and to exercise their best efforts to accomplish the foregoing terms and
12 conditions. The Parties and their respective counsel agree that they will act in good faith and will not
13 engage in any conduct that could frustrate the purposes of this Agreement. The Parties and their
14 respective counsel will not make any public statement that disparages the Settlement.

15 9.2 This Agreement is deemed to have been prepared by counsel for all Parties. Because all
16 Parties have contributed substantially and materially to the preparation of this Agreement, it will not be
17 construed more strictly against one Party than another, nor will the Agreement be construed against any
18 Party on grounds that it was the drafter.

19 9.3 The Settlement Fund and the other terms of the Settlement Agreement were negotiated in
20 good faith by the Parties, as a result of arms' length negotiations, and reflect a Settlement that was
21 reached voluntarily after consultation with competent legal counsel. The Parties will not assert in any
22 forum that the Action was brought by Plaintiffs or defended by Defendant, or each or any of them, in
23 bad faith or on a frivolous basis.

24 9.4 If, at any time prior to Final Approval, any Party is in material breach of the terms hereof
25 and fails to cure such material breach within 14 days of notice, any other Party, provided that it is in
26 substantial compliance with the terms of this Agreement, may terminate the Agreement on notice to the
27 breaching Party. If the Agreement is terminated, the Parties will be restored to their respective positions
28 in the Litigation as of January 7, 2025, and will jointly propose a revised schedule for case deadlines. In

1 such event, the terms and provisions of the Agreement (with the exception of Paragraphs 2.2 and 2.3)
2 will be null and void and will not be used in the Litigation or in any other proceeding for any purpose,
3 and any judgment or order entered by the Court in accordance with the terms of the Agreement will be
4 treated as vacated, *nunc pro tunc*, and will not be used in the Litigation or in any other proceeding for
5 any purpose.

6 9.5 Neither this Agreement nor the Settlement contained herein, nor any act performed or
7 document executed pursuant to or in furtherance of the Agreement or the Settlement: (a) is or may be
8 deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, the
9 truth of any of the allegations in the Litigation of any wrongdoing, fault, or liability of Defendant or its
10 Related Parties, or that Plaintiffs or any Class Members have suffered any damages, harm, or loss; or (b)
11 is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission on
12 the part of Defendant or its Related Parties in any civil, criminal, or administrative proceeding in any
13 court, administrative agency, or other tribunal.

14 9.6 Defendant may file this Agreement and/or the Final Order and Judgment in any other
15 action that may be brought against it in order to support a defense or counterclaim based on principles of
16 res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory
17 of claim or issue preclusion or similar defense or counterclaim.

18 9.7 All agreements made and orders entered during the course of the Litigation relating to the
19 confidentiality of information will survive this Agreement.

20 9.8 All of the Exhibits to the Agreement are material and integral parts hereof and are fully
21 incorporated herein by this reference. This Agreement and its Exhibits constitute the entire agreement
22 between the Parties related to the Settlement. No covenants, agreements, representations, or warranties
23 of any kind have been made by any Party hereto, except as provided for herein.

24 9.9 Where this Agreement requires notice to the Parties, such notice will be sent to the
25 undersigned counsel: for Class Counsel, Simon Grille, Girard Sharp LLP, 601 California Street, Suite
26 1400, San Francisco, CA 94108; for Defendant, Tomio Narita, Womble Bond Dickinson (US) LLP, 50
27 California Street, Suite 2750, San Francisco, CA 94111.
28

1 9.10 The headings herein are used for the purpose of convenience only and are not meant to
2 have legal effect.

3 9.11 The Agreement may be amended or modified only by a written instrument signed by or
4 on behalf of all Parties or their respective successor(s)-in-interest.

5 9.12 This Agreement may be executed in one or more counterparts. Signature by digital
6 means, facsimile, or in PDF format will constitute sufficient execution of this Agreement. All executed
7 counterparts, and each of them, will be deemed to be one and the same instrument.

8 9.13 Each of the Plaintiffs represent and warrant that they have not assigned any claim or right
9 or interest therein as against the Released Defendant to any other Person or party and that each is fully
10 entitled to release the same. Notwithstanding the foregoing, this Settlement Agreement will be binding
11 upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released
12 Parties.

13 9.14 Each counsel or other Person executing this Settlement Agreement, any of its Exhibits, or
14 any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such
15 Person has the full authority to do so and has the authority to take appropriate action required or
16 permitted to be taken pursuant to this Settlement Agreement to effectuate its terms. Class Counsel in
17 particular warrants that they are authorized to execute this Settlement Agreement on behalf of Plaintiffs,
18 and that all actions necessary for the execution of this Settlement Agreement have been taken.


19 9.15 This Settlement Agreement will be governed by and construed in accordance with the
20 laws of the State of California.

21 9.16 The Court will retain continuing and exclusive jurisdiction with respect to the
22 interpretation, implementation, administration, and enforcement of the terms of this Agreement. All
23 Parties hereto submit to the exclusive jurisdiction of the Court for purposes of interpreting,
24 implementing, administering, and enforcing the Settlement embodied in this Agreement.

25
26 IN WITNESS WHEREOF, each of the Parties hereto have caused the Agreement to be executed,
27 by their duly authorized attorneys, dated April 10, 2025.
28


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EXHIBIT 1

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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

RITA ADE-FOSUDO, JACQUELINE PAIGE,
and HEAVENLY MARTIN, individually and
on behalf of all others similarly situated,

Plaintiffs,

v.

VIKI, INC.,

Defendant.

Case No. 3:23-cv-02161-RFL

**SECOND AMENDED CLASS ACTION
COMPLAINT**

JURY TRIAL DEMANDED

1 Plaintiffs, on behalf of themselves and all others similarly situated, allege as follows against
 2 Defendant Viki, Inc. (“Viki”):

3 INTRODUCTION

4 1. This is a consumer privacy action against Viki, a subsidiary of Rakuten Group, Inc., for
 5 disclosing its digital subscribers’ identities and video-viewing preferences to Meta Platforms Inc.
 6 (“Meta”), in violation of the Video Privacy Protection Act (“VPPA” or “the Act”). Meta owns the
 7 popular social networking platform Facebook.

8 2. The VPPA prohibits “video tape service providers,” such as Viki, from knowingly
 9 disclosing a consumer’s personally identifiable information (“PII”)—in particular, “information which
 10 identifies a person as having requested or obtained specific video materials or services from a video tape
 11 service provider”—unless the consumer expressly consented to the disclosure in a standalone consent
 12 form.

13 3. Viki shares its members’ personal information with Meta using a “Meta Pixel” or
 14 “Pixel”—a snippet of programming code that, once installed on a webpage, sends information to Meta.
 15 The Meta Pixel sends information to Meta in a data packet containing PII, such as the members’ IP
 16 address, name, email, or phone number. Meta then stores this data on its own servers.

17 4. The information that Viki shares with Meta includes its member’s unique Facebook ID
 18 (“FID”) and the titles of prerecorded videos that the member requested or obtained. A member’s FID is
 19 linked to their Facebook profile, which generally contains a wide range of demographic and other
 20 information about the member, including pictures, personal interests, work history, relationship status,
 21 and other details.

22 5. Viki discloses the member’s FID and viewing content to Meta together in a single
 23 transmission. Because the member’s FID uniquely identifies an individual’s Facebook account, Meta—
 24 and any other ordinary person—can use the FID to quickly and easily locate, access, and view the
 25 member’s corresponding Facebook profile. In simplest terms, the Pixel allows Meta to know what video
 26 content one of its members viewed on Viki’s website.

27 6. Viki members do not consent to such sharing through a standalone consent form, as
 28 required by the VPPA. As a result, Viki violates the VPPA by disclosing this information to Meta.

7. Based on the facts set forth in this Complaint, Viki violated the VPPA. On behalf of a Class of similarly situated Viki members, Plaintiffs seek appropriate relief through this action.

PARTIES

8. Plaintiff Rita Ade-Fosudo is a citizen and resident of Columbia, Maryland.

9. Plaintiff Jacqueline Paige is a citizen and resident of Chicago, Illinois.

10. Plaintiff Heavenly Martin is a citizen and resident of Lincoln Park, Michigan.

11. Defendant Viki, Inc. is a Delaware corporation headquartered at 800 Concar Drive, Suite 175, San Mateo, CA 94402.

DIVISIONAL ASSIGNMENT

12. Pursuant to Civil L.R. 3-5(b), assignment to the San Francisco Division is appropriate under Civil L.R. 3-2(c) and Civil L.R. 3-2(d) because Viki is headquartered in San Mateo and a substantial part of the conduct at issue in this case occurred in San Mateo County.

JURISDICTION AND VENUE

13. This Court has original jurisdiction under 28 U.S.C. § 1331 based on Plaintiffs' claims under the Video Privacy Protection Act, 18 U.S.C. § 2710. The Court has supplemental jurisdiction over Plaintiffs' state law claims under 28 U.S.C. § 1367.

14. This Court also has jurisdiction over this lawsuit under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2), because this is a proposed class action in which: (1) there are at least 100 Class members; (2) the combined claims of Class members exceed \$5,000,000, exclusive of interest, attorneys' fees, and costs; and (3) Defendant and at least one Class member are domiciled in different states.

15. This Court has personal jurisdiction over Viki because its principal place of business is within this District and it has sufficient minimum contacts in California to render the exercise of jurisdiction by this Court proper and necessary. Additionally, Viki's violations occurred, at least in part, in California, because Viki is headquartered in California, conducts business out of California, and at least one Plaintiff is from California. Viki's Terms of Use also designate the State and Federal Courts located in San Mateo County as the exclusive jurisdiction for any disputes.

16. Venue is proper in this District under 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to Plaintiffs' claims occurred in this District.

PLAINTIFF-SPECIFIC ALLEGATIONS

Rita Ade-Fosudo

17. Plaintiff Ade-Fosudo used her internet-connected device and the browsers installed on that device to visit and watch video content on Viki's website, <https://www.viki.com>, during the Class Period as defined herein.

18. Plaintiff Ade-Fosudo is a Viki subscriber and a Facebook user.

19. Plaintiff Ade-Fosudo has been a Viki member since approximately January of 2023. She provided Viki with her PII, including at least her name and email, when subscribing to Viki's services. Plaintiff Ade-Fosudo is therefore a subscriber to Viki under the VPPA.

20. Plaintiff Ade-Fosudo's Facebook profile includes her name and other personal details.

21. Plaintiff Ade-Fosudo watches prerecorded video content on viki.com approximately twice per week.

22. Plaintiff Ade-Fosudo visited Viki's website to request and watch prerecorded video content using the same browser that she uses to log in to Facebook, including while she was logged in to Facebook. She also uses the same device to request and watch prerecorded videos on Viki that she uses for Facebook.

23. Viki sent Plaintiff Ade-Fosudo's PII, including her FID, as well as the title of each prerecorded video she viewed, to Meta without obtaining her consent through a standalone consent form.

24. Plaintiff Ade-Fosudo values her privacy while web-browsing and watching videos.

25. Plaintiff Ade-Fosudo's viewing preferences constitute personal information of a private and confidential nature and are assets to which no third party has a presumptive right to access.

Jacqueline Paige

26. Plaintiff Paige used her internet-connected device and the browsers installed on that device to visit and watch video content on Viki's website, <https://www.viki.com>, during the Class Period as defined herein.

27. Plaintiff Paige is a Viki subscriber and a Facebook user.

28. Plaintiff Paige has been a Viki member since approximately 2019. She provided Viki with her PII, including at least her name and email, when subscribing to Viki's services. Plaintiff Paige is therefore a subscriber to Viki under the VPPA.

29. Plaintiff Paige's Facebook profile includes her name and other personal details.

30. Plaintiff Paige watches prerecorded video content on viki.com approximately one to two times per month.

31. Plaintiff Paige visited Viki's website to request and watch prerecorded video content using the same browser that she uses to log in to Facebook, including while she was logged in to Facebook. She also uses the same device to request and watch prerecorded videos on Viki that she uses for Facebook.

32. Viki sent Plaintiff Paige's PII, including her FID, as well as the title of each prerecorded video she viewed, to Meta without obtaining her consent through a standalone consent form.

33. Plaintiff Paige values her privacy while web-browsing and watching videos.

34. Plaintiff Paige's viewing preferences constitute personal information of a private and confidential nature and are assets to which no third party has a presumptive right to access.

Heavenly Martin

35. Plaintiff Martin used her internet-connected device and the browsers installed on that device to visit and watch video content on Viki's website, <https://www.viki.com>, during the Class Period as defined herein.

36. Plaintiff Martin is a Viki subscriber and a Facebook user.

37. Plaintiff Martin has been a Viki member since at least 2019. She provided Viki with her PII, including at least her name and email, when subscribing to Viki's services. Plaintiff Martin is therefore a subscriber to Viki under the VPPA.

38. Plaintiff Martin's Facebook profile includes her name and other personal details.

39. Plaintiff Martin watches prerecorded video content on viki.com on a weekly basis.

40. Plaintiff Martin visited Viki's website to request and watch prerecorded video content using the same browser that she uses to log in to Facebook, including while she was logged in to

Facebook. She also uses the same device to request and watch prerecorded videos on Viki that she uses for Facebook.

41. Viki sent Plaintiff Martin's PII, including her FID, as well as the title of each prerecorded video she viewed, to Meta without obtaining her consent through a standalone consent form.

42. Plaintiff Martin values her privacy while web-browsing and watching videos.

43. Plaintiff Martin viewing preferences constitute personal information of a private and confidential nature and are assets to which no third party has a presumptive right to access.

COMMON ALLEGATIONS

A. Viki Disclosed Plaintiffs' and Class Members' Private Viewing Information to Meta.

44. Viki—a subsidiary of Rakuten Group, Inc., Japan's leading Internet services company—is "the world's leading platform for Asian entertainment and culture where millions of people discover and consume primetime shows and movies subtitled in more than 200 languages by our community of avid fans."¹

45. Viki's members can access a variety of video content on Viki's website, including both television shows and movies. Members can also rent pre-recorded video content from Viki's website.

46. Viki provides and delivers prerecorded audiovisual content to its members.

47. Plaintiffs requested and viewed prerecorded audiovisual content from Viki.

48. When Plaintiffs and Class members requested and viewed prerecorded video content on Viki's website, Viki transmitted their viewing choices to Meta.

49. Viki's transmission of viewing information to Meta includes the specific titles of video content viewed by members, as well as the member's FID—a string of numbers unique to each Facebook profile that personally identifies the member.

50. Anyone who possesses an FID may use this number to quickly and easily locate, access, and view the corresponding Facebook profile by simply visiting [www.facebook.com/\[the user's FID\]](http://www.facebook.com/[the user's FID]). Facebook profiles contain large amounts of personal information.

51. A Facebook profile typically shows the Facebook user's name, gender, place of residence, career, educational history, a multitude of photos, and the content of the user's posts. This

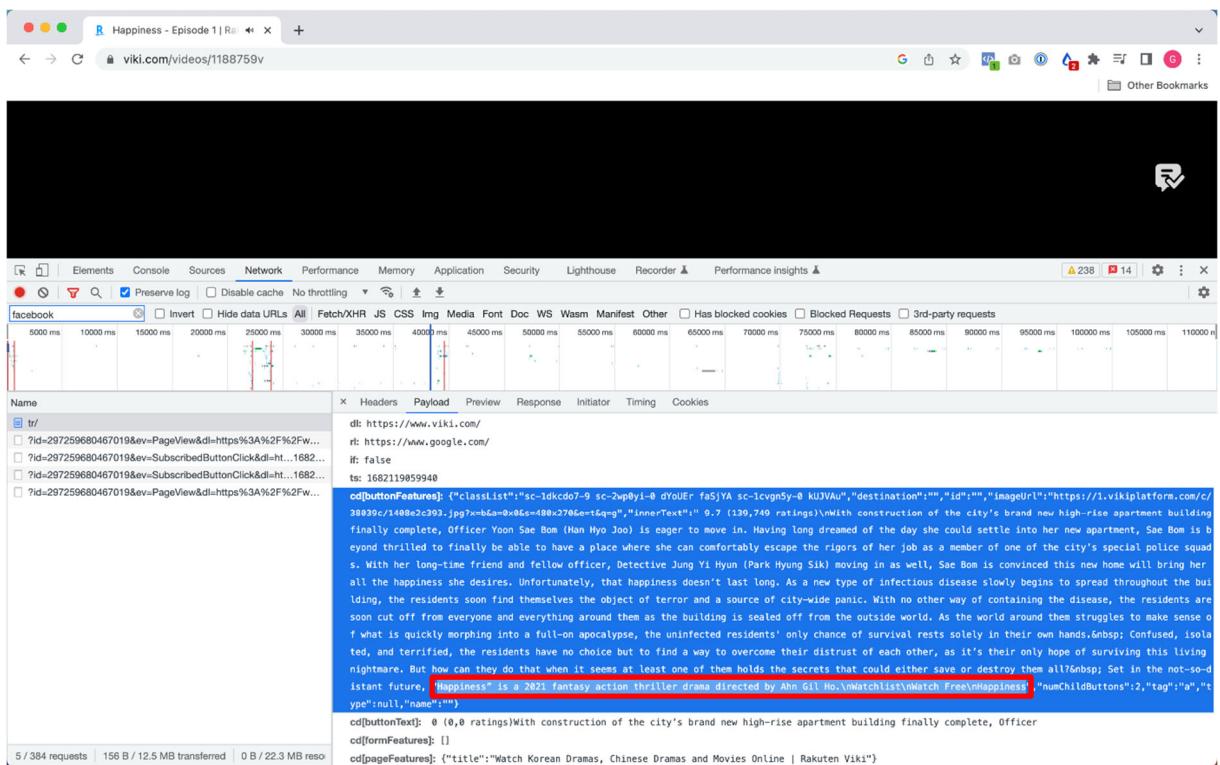
¹ <https://rakuten.wd1.myworkdayjobs.com/RakutenVikiSingapore> (last visited May 6, 2024).

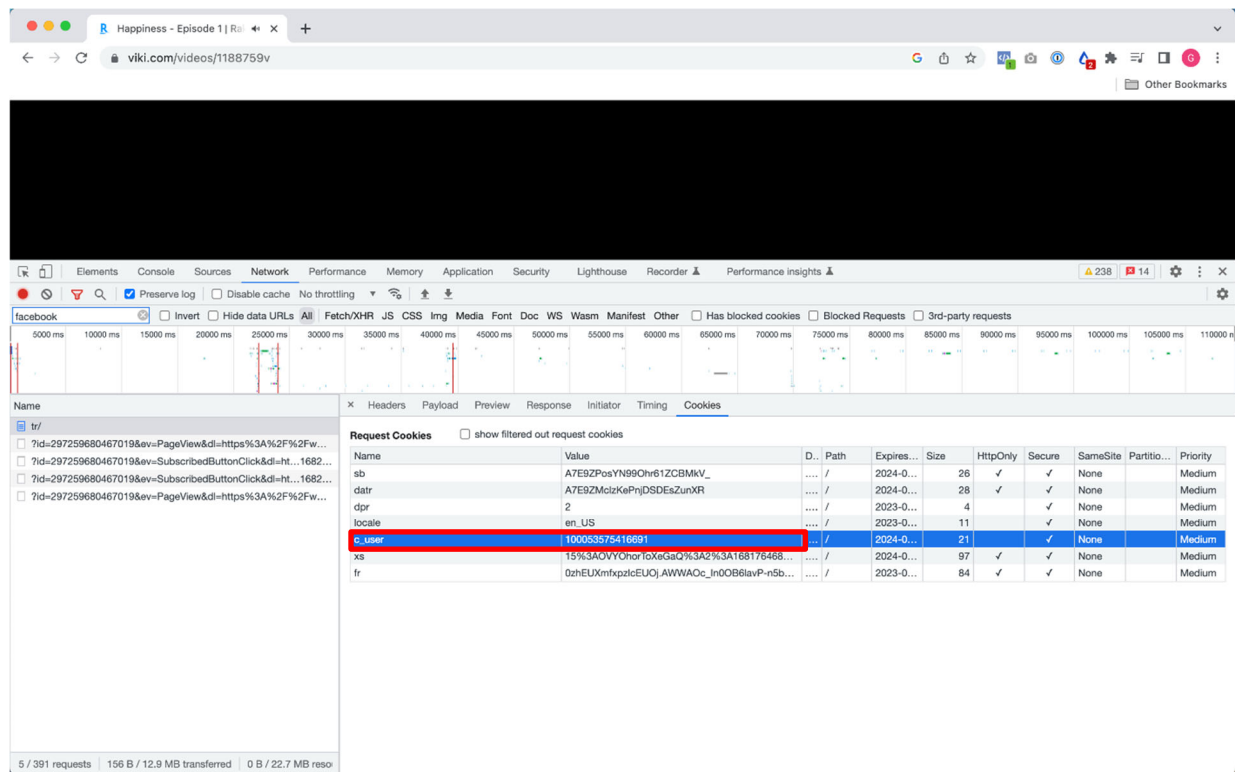
information may reveal even more sensitive personal information—for instance, posted photos may disclose the identity of family members, and written posts may disclose religious preferences, political affiliations, personal interests and more.

52. Just as Meta can easily identify any individual on its Facebook platform with only their unique FID, so too can any ordinary person who comes into possession of a FID. Facebook admits as much on its website. Thus, equipped with a FID and the video content name and URL—all of which Viki knowingly provides to Meta without appropriate consent from its members—any ordinary person could determine the identity of the Viki member and the specific video or media content they viewed on Viki’s website.

53. Viki transmits the FID and video title to Meta in a single transmission, through an invisible tracking tool called a “Meta Pixel.” A Meta Pixel is a snippet of a programming code that, once installed on a webpage, sends information to Meta. This transmission occurs when a member views a prerecorded video on Viki’s website.

54. The transmission is shown in the screenshots below:





55. As shown by the exemplar scenario in the screenshots above, when a Viki member visits a Viki webpage and requests a prerecorded video, the Pixel transmits both the title of the video and the member's FID (highlighted in the red boxes) to Meta.

56. The Pixel is an advertising tool that allows website owners to track visitor actions on their websites for purposes of sending the corresponding information to Meta; websites use the Pixel in hopes of better targeting their products and services on Facebook to interested consumers. Thus, a business such as Viki chooses to install the Pixel on its website in order to increase its profits.

57. According to Meta's website, the Pixel allows it "to match your website visitors to their respective Facebook User accounts" and that "[o]nce matched, we can tally their actions in the Facebook Ads Manager so you can use the data to analyze your website's conversion flows and optimize your ad campaigns."²

58. Viki knew that by installing the Pixel on its website, the Pixel would send Meta information identifying its members and their video-watching habits.

59. Meta's website explains that, to begin using the Meta Pixel, a business must first "install"

² <https://developers.facebook.com/docs/meta-pixel/get-started> (last visited May 6, 2024).

1 the Pixel “by placing the Meta Pixel base code on all pages of your website.”³ Viki made the conscious
2 decision to undertake this installation process.

3 60. Further demonstrating that Viki knowingly placed the Pixel in its website code, Meta’s
4 website states that “[d]evelopers and marketers can *optionally choose* to send information about” a
5 visitor’s activity on its website. (Emphasis added).⁴

6 61. Meta offers its Pixel tool to websites across the internet. As of January 2022, more than
7 30 percent of popular websites have an embedded Facebook Pixel.

8 62. Meta benefits from websites like Viki installing its Pixel. When the Pixel is installed on a
9 business’s website, the business has a greater incentive to advertise through Facebook or other Meta-
10 owned platforms, like Instagram. In addition, even if the business does not advertise with Facebook, the
11 Pixel assists Meta in building more fulsome profiles of its own users, which in turn allows Meta to profit
12 from providing more targeted ads. The Pixel is installed on a variety of websites and, accordingly,
13 provides Meta with information about its users’ preferences, other distinguishing traits, and web-
14 browsing activities outside of Meta-owned platforms.

15 63. Using the Meta Pixel likewise benefits Viki’s business by improving its ability to
16 promote its content and services to its members, thereby increasing its profits.

17 64. Through use of the Meta Pixel, Viki discloses to Meta the full name of each video a
18 member watched, together with the member’s FID, thus linking members’ viewing content choices and
19 preferences to their Facebook profiles. In other words, this single transmission connects a member’s
20 viewing content with their FID.

21 65. Viki violates and invades the privacy rights of members with its practice of sending their
22 FIDs, together with their viewing content, to Meta. Plaintiffs and Class members neither knew of nor
23 authorized, nor otherwise consented to, Viki’s disclosure of their prerecorded video and video-services
24 requests and their identities to Meta.

25 66. The VPPA requires that consent be obtained in a form “distinct and separate from any
26 form setting forth other legal or financial obligations of the consumer.” 18 U.S.C. § 2710.

27
28 ³ *Id.*; <https://www.facebook.com/business/tools/meta-pixel/get-started> (last visited May 6, 2024).

⁴ <https://developers.facebook.com/docs/meta-pixel> (last visited May 6, 2024).

67. At no point were Plaintiffs or any other Viki member given a standalone consent form disclosing Viki's practices at issue and requesting member consent. Hence, no member consented to Viki's offending practice of sharing video preferences with third parties.

B. Plaintiffs and the Class Were Harmed by Viki's Privacy Invasions.

68. Viki shared with Meta the personal information of Plaintiffs and Class members, including their video-viewing histories and associated FIDs, which they reasonably expected would be kept private.

69. The personal information Viki obtained from Plaintiffs and Class members constitutes valuable data in the digital advertising-related market for consumer information. Viki's wrongful acquisition and use of their personal and private information deprived Plaintiffs and Class members of control over that information, and prevented them from realizing its full value for themselves.

70. Viki's conduct caused economic harm to Plaintiffs and Class members, whose PII diminished in value when Viki made this information available to Meta.

71. Plaintiffs and Class members used Viki's website, and not another competitor's website, because they trusted that Viki's privacy practices comported with their privacy preferences.

72. Viki's practice of sharing members' personal information and prerecorded video content with Facebook without their consent, and its failure to disclose this practice, caused Viki to profit from advertising revenue it would otherwise not have received.

73. Plaintiffs' and Class members' experiences and injuries are consistent with and borne out by research showing that consumers prefer to transact with online retailers that better protect their privacy, and are willing to pay a premium to purchase goods and services from websites that afford greater privacy protection. *See* J. Tsai, S. Egelman, L. Cranor & A. Acquisiti [Carnegie Mellon Univ.], "The Effect of Online Privacy Information on Purchasing Behavior: An Experimental Study" (June 2007), Information Systems Research, Vol. 22 at 254–268, available at:

https://www.researchgate.net/publication/220079706_The_Effect_of_Online_Privacy_Information_on_Purchasing_Behavior_An_Experimental_Study.

74. The harms described above are aggravated by Viki's continued retention and commercial use of Plaintiffs' and Class members' personal information, including their private video-viewing histories.

TOLLING OF THE STATUTES OF LIMITATIONS

75. All applicable statute(s) of limitations have been tolled by Viki's knowing and active concealment and denial of the facts alleged herein. Plaintiffs and Class members could not have reasonably discovered Viki's practices of sharing their personal viewing content and PII with Meta until shortly before this class action litigation commenced.

76. Viki was and remains under a continuing duty to disclose to Plaintiffs and Class members its practice of sharing personal viewing content and PII to Meta. As a result of the active concealment by Viki, any and all applicable statutes of limitations otherwise applicable to the allegations herein have been tolled.

CLASS ACTION ALLEGATIONS

77. Plaintiffs bring this lawsuit under Federal Rules of Civil Procedure 23(a), (b)(1), (b)(2), and (b)(3), and/or (c)(4) as representatives of the following Class and constituent Subclass:

Nationwide Class: All persons in the United States who subscribed to Viki.com, viewed prerecorded video content on Viki.com, and used Facebook during the time Meta's Pixel was active on Viki.com.

California Subclass: All persons in California who subscribed to Viki.com, viewed prerecorded video content on Viki.com, and used Facebook during the time Meta's Pixel was active on Viki.com.

78. The "Class Period" is from January 1, 2013 to the present.

79. Excluded from the Class are Defendant, its employees, agents and assigns, and any members of the judiciary to whom this case is assigned, their respective court staff, the members of their immediate families, and Plaintiffs' counsel. Plaintiffs reserve the right to modify, change, or expand the Class definition based upon discovery and further investigation.

80. **Numerosity:** The Class consists of at least hundreds of thousands of individuals, making joinder impractical.

81. **Commonality and Predominance:** Common questions of law and fact exist with regard

to each of the claims and predominate over questions affecting only individual Class members.

Questions common to the Class include:

a. Whether Viki’s use of the Meta Pixel was without member consent or authorization;

b. Whether Viki obtained and shared or caused to be obtained and shared Plaintiffs’ and Class members’ personal information through use of the Meta Pixel, which Viki installed on its webpages;

c. Whether third parties obtained Plaintiffs’ and Class members’ personal information as a result of Viki’s conduct described herein;

d. Whether Viki’s conduct violates the Video Privacy Protection Act, 18 U.S.C. § 2710, *et seq.*;

e. Whether Viki’s acquisition and transmission of Plaintiffs’ and Class members’ personal information resulted in harm; and

f. Whether Viki should be enjoined from engaging in such conduct in the future.

82. **Typicality:** Plaintiffs’ claims are typical of the claims of the Class members in that Plaintiffs, like all Class members, have been injured by Viki’s misconduct at issue—i.e., disclosing members’ PII and viewing content to Meta without appropriate consent.

83. **Adequacy of Representation:** Plaintiffs will fairly and adequately represent and protect the interests of the Class. Plaintiffs have retained counsel with substantial experience in prosecuting complex litigation and class actions, including privacy protection cases. Plaintiffs do not have any interests antagonistic to those of the Class.

84. **Superiority:** A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Class-wide damages are essential to induce Viki to comply with applicable law. Moreover, because the amount of each individual Class member’s claim is small relative to the complexity of the litigation, and because of Viki’s financial resources, Class members are unlikely to pursue legal redress individually for the violations detailed in this Complaint. A class action will allow these claims to be heard where they would otherwise go unheard because of the expense of bringing individual lawsuits, and provides the benefits of adjudication, economies of scale, and

comprehensive supervision by a single court.

85. Class Certification is also appropriate under Rules 23(b)(1), (b)(2), and/or (c)(4) because:

- The prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications establishing incompatible standards of conduct for Viki;
- The prosecution of separate actions by individual Class members would create a risk of adjudications that would, as a practical matter, be dispositive of the interests of other Class members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests;
- Viki has acted or refused to act on grounds generally applicable to the Class, making injunctive and corresponding declarative relief appropriate with respect to the Class as a whole; and
- The claims of Class members are comprised of common issues whose resolution in a class trial would materially advance this litigation.

FIRST CAUSE OF ACTION

Violation of the Electronic Communications Privacy Act (Video Privacy Protection Act), 18 U.S.C. § 2710, *et seq.* (On Behalf of the Nationwide Class)

86. Plaintiffs incorporate and reallege the above factual allegations by reference.

87. The VPPA prohibits a “video tape service provider” from knowingly disclosing “personally-identifying information” concerning any consumer to a third-party without the “informed, written consent (including through an electronic means using the Internet) of the consumer.” 18 U.S.C. § 2710.

88. As defined in 18 U.S.C. § 2710(a)(4), a “video tape service provider” is “any person, engaged in the business, in or affecting interstate commerce, of rental, sale, or delivery of prerecorded video cassette tapes or similar audiovisual materials.”

89. Viki is a “video tape service provider” as defined in 18 U.S.C. § 2710(a)(4) because it is engaged in the business of delivering audiovisual materials through its online platform—including the prerecorded videos that Plaintiffs viewed—which are similar to prerecorded video cassette tapes. Viki’s rental, sale, and delivery of video content affects interstate and foreign commerce.

90. As defined in 18 U.S.C. § 2710(a)(3), “personally identifiable information” is defined to

1 include “information which identifies a person as having requested or obtained specific video materials
2 or services from a video tape service provider.”

3 91. Viki knowingly caused personal viewing information, including FIDs, concerning
4 Plaintiffs and Class members to be disclosed to Meta. This information constitutes personally
5 identifiable information under 18 U.S.C. § 2710(a)(3) because it identified each Plaintiff and each Class
6 member to Meta as an individual who viewed Viki’s video content, including the specific prerecorded
7 video materials each such individual watched on Viki’s website. This information allowed Meta to
8 identify each Plaintiff and each Class members’ specific individual video-viewing preferences and
9 habits.

10 92. As defined in 18 U.S.C. § 2710(a)(1), a “consumer” means “any renter, purchaser, or
11 subscriber of goods or services from a video tape service provider.” As alleged above, Plaintiffs are
12 subscribers to Viki’s services providing video content to members on its website and viewed
13 prerecorded videos provided on Viki’s platform. Hence, Plaintiffs are “consumers” under this definition.

14 93. As set forth in 18 U.S.C. § 2710(b)(2)(B), “informed, written consent” must be (1) in a
15 form distinct and separate from any form setting forth other legal or financial obligations of the
16 consumer; and (2) at the election of the consumer, is either given at the time the disclosure is sought or
17 is given in advance for a set period of time not to exceed two years or until consent is withdrawn by the
18 consumer, whichever is sooner. Viki failed to obtain informed, written consent under this definition.

19 94. Additionally, the VPPA creates an opt-out right for consumers in 18 U.S.C.
20 § 2710(2)(B)(iii). The Act requires video tape service providers to “provide[] an opportunity, in a clear
21 and conspicuous manner, for the consumer to withdraw on a case-by-case basis or to withdraw from
22 ongoing disclosures, at the consumer’s election.” Viki failed to provide an opportunity to opt out as
23 required by the Act.

24 95. Viki was aware that the disclosures to Meta that were shared through the Pixel identified
25 Plaintiffs and Class members. Viki also knew that Plaintiffs’ and Class members’ personal viewing
26 content was disclosed to Meta because Viki programmed the Meta Pixel into its website code, knowing
27 that Meta would receive video titles and the member’s FID when a member watched a prerecorded
28 video.

96. By knowingly disclosing Plaintiffs' and Class members' personal viewing content, Viki violated Plaintiffs' and Class members' statutorily protected right to privacy in their prerecorded video-watching habits. *See* 18 U.S.C. § 2710(c).

97. As a result of the above violations, Viki is liable to Plaintiffs and Class members for actual damages related to their loss of privacy in an amount to be determined at trial or, alternatively, for "liquidated damages not less than \$2,500 per plaintiff." 18 U.S.C. § 2710(c)(2)(A). Under the Act, Viki also is liable for reasonable attorney's fees, other litigation costs, injunctive and declaratory relief, and punitive damages in an amount to be determined by a jury and sufficient to prevent and deter the same or similar conduct by Viki in the future.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of all others similarly situated, respectfully requests that the Court:

- A. Certify this case as a class action, and appoint Plaintiffs as Class Representatives and the undersigned attorneys as Class Counsel;
- B. Enter judgment in favor of Plaintiffs and the Class;
- C. Enter injunctive and/or declaratory relief as is necessary to protect the interests of Plaintiffs and Class members;
- D. Award all actual, general, special, incidental, statutory, treble, punitive, liquidated, and consequential damages and/or restitution to which Plaintiffs and Class members are entitled;
- E. Award Plaintiffs and Class members pre- and post-judgment interest as provided by law;
- F. Enter such other orders as may be necessary to restore to Plaintiffs and Class members any money and property acquired by Defendant through its wrongful conduct;
- G. Award Plaintiffs and Class members reasonable litigation expenses and attorneys' fees as permitted by law; and
- H. Award such other and further relief as the Court deems necessary and appropriate.

DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs demand a trial by jury of all issues triable as of right.

Dated May 6, 2024

Respectfully submitted,

By: /s/ Simon S. Grille

Adam E. Polk (SBN 273000)

Simon Grille (SBN 294914)

Reid Gaa (SBN 330141)

GIRARD SHARP LLP

601 California Street, Suite 1400

San Francisco, CA 94108

Telephone: (415) 981-4800

apolk@girardsharp.com

sgrille@girardsharp.com

rgaa@girardsharp.com

Attorneys for Plaintiffs

EXHIBIT 2

Ade v. Viki
c/o Settlement Administrator
ADDRESS
[email address]
[www. .com]

CLAIM FORM

YOUR CLAIM MUST BE SUBMITTED BY: [DATE]

UNIQUE ID NUMBER

To access the Claim Form, please provide the Unique ID and PIN located on the notice of the Settlement you received.

If you did not receive a Unique ID and PIN but believe you are a class member, you should contact the Settlement Administrator at [email] to request a Unique ID and PIN. You will be asked to provide documentation, such as your browsing history, that demonstrates that you requested or obtained video content on the Viki website (viki.com) between January 12, 2016, and July 30, 2024, while in the United States and at a time when you had a Facebook account and a Viki account.

**FOR MORE INFORMATION, READ THE NOTICE AND FAQ AVAILABLE AT
WWW.[INSERT WEBSITE URL].COM OR CALL THE SETTLEMENT
ADMINISTRATOR AT 1-#####.**

Ade v. Viki
 c/o Settlement Administrator
 ADDRESS
 [email address]
 [www. .com]

SECTION A: NAME AND CONTACT INFORMATION

Please provide your name and contact information below. If your name or contact information changes after you submit this Claim Form, please notify the Claims Administrator of the new information by visiting www. .com or emailing [address].

FIRST NAME	LAST NAME
EMAIL ADDRESS	PHONE NUMBER
MAILING ADDRESS	

SECTION B: PAYMENT INFORMATION

Payment for valid claims will be made via **Paypal** using the email address provided above. If you wish to receive payment via a different method or if you would like to specify a different email address for your PayPal account, please mark the check box next to your preferred method and provide the requested information.

Selection	Payment Method	Verification Method
<input type="checkbox"/>	<<Zelle>>	Phone number:
<input type="checkbox"/>	<<Venmo>>	Phone number:
<input type="checkbox"/>	<<PayPal>>	Email:

SECTION C: PROOF OF FACEBOOK ACCOUNT

You must include proof of your Facebook account. Copy and paste the link to your Facebook profile page in the box below:

How to get your Facebook profile link on a web browser

- 1. Log in to Facebook.** Open your web browser and go to facebook.com. Log in with your username and password.

Ade v. Viki
c/o Settlement Administrator
ADDRESS
[email address]
[www. .com]

2. **Go to your profile.** Click on your profile picture in the top right corner and then click your name to go to your profile page. If you are using a web browser on a mobile device, you must first click the three horizontal lines in the top right corner of the screen and then your name in the top left corner.
3. **Identify the link.** Look at the address bar in your browser. The link for your Facebook profile page is located there. If you are using a web browser on a mobile device, you will need to tap the address bar to see the full link. Below are examples of how the link may appear:
 - a. <https://www.facebook.com/profile.php?id=1234567890>
 - or
 - b. <https://www.facebook.com/username>
4. **Copy the link and insert it in the box below.**

How to get your Facebook profile link from the mobile Facebook App

1. **Open the Facebook app.** Open the Facebook app on your mobile device. If necessary, log in with your username and password.
2. **Go to your profile.** Tap the three horizontal lines above the word “Menu” in the bottom right corner. Then click on your name or profile picture in the top left corner to go to your profile page.
3. **Copy profile link.** Tap the button with three dots (it appears next to the “Edit profile” button). Scroll to the bottom of the list of options and tap “Copy profile link.”
4. **Insert the link in the box below.**

What to do if you cannot access your Facebook account

1. If your Facebook account is currently deactivated, deleted, or you are otherwise unable to access it, you can provide your Facebook profile link in the following format:
 - a. <https://www.facebook.com/FirstNameLastName/Inactive>
2. If the Claims Administrator cannot verify your account based on your initial submission, you may be asked for more information.

Facebook Profile URL:

Claims will be audited.

Ade v. Viki
c/o Settlement Administrator
ADDRESS
[email address]
[www. .com]

SECTION D: VERIFICATION AND DECLARATION	
<input style="width: 30px; height: 20px;" type="checkbox"/>	I declare under oath that (a) between January 12, 2016, and July 30, 2024, I requested or obtained video content on the Viki website (viki.com) while in the United States and at a time when I had a Facebook account and also had a Viki account; and (b) all information in this Claim Form is true and correct to the best of my knowledge.
SIGNATURE	DATE
PRINT NAME	

EXHIBIT 3



United States District Court for the Northern
District of California

Ade et al. v. Viki, Inc.

Case No. 3:23-cv-02161-RFL-LB

Class Action Notice

***Authorized by the U.S. District Court for the
Northern District of California***

**Did you have a
Viki account and
access videos on
Viki.com while
you had a
Facebook
account
between January
12, 2016, and
July 30, 2024?**

*A class action
Lawsuit and a
Settlement of that
Lawsuit could affect
your rights.*

*You may be eligible to
receive payment from
this Settlement.*

Your Options:

- 1. Submit a claim. Get a payment.**
- 2. Do nothing.** You will be bound by the Settlement and the Lawsuit and you will get no payment.
- 3. Opt out of the Settlement.**
- 4. Object to the Settlement.**

**You are not being
sued.**

*This notice explains the
Lawsuit, the Settlement,
and your legal rights and
options.*

*Please read the entire
notice carefully.*

Important things to know:

- You **must submit a claim** to receive money from the settlement
- If you do nothing, you will still be bound by the Settlement and the Lawsuit and your rights will be affected.
- If you want to opt out or object you must do so by [DATE].
- You can learn more at: [website].

Table of Contents

Table of Contents.....	3
Key Information	5
What is happening in this lawsuit?	5
Why did I get this notice?	5
What are my options?	6
What are the most important dates?	6
Learning About the Lawsuit	6
What is this lawsuit about?	6
Why is there a settlement?	7
What happens next in this lawsuit?	7
Important Facts About How the Settlement Might Affect You.....	7
How do I know if I am a member of the Settlement Class?	7
What if I'm still not sure if I'm included in the Settlement Class?	8
What are the benefits of the Settlement?	8
How can I verify or update my mailing address?	8
Your Options as a Settlement Class Member	9
What are my options if I am a Settlement Class Member?	9
Do I need to do anything to get paid?	9
How do I submit a form?	9
How much will my payment be?	11
When will I get my payment?	11
What do I give up by making a Settlement Claim?	12
What are the consequences of doing nothing?	12
What if I don't want to be a part of the Settlement Class?	12
How do I opt out?	12
What are the consequences of excluding myself?	13
How do I tell the Court if I don't like the Settlement?	13
How do I submit an objection to the Settlement?	14
What information must be included in an objection?	14

What's the difference between objecting and excluding yourself?	15
The Final Approval Hearing	15
When and where will the Court decide whether to approve the Settlement?	15
Do I have to come to the Final Approval Hearing?	16
May I speak at the hearing?.....	16
The Lawyers Representing You	16
Do I have a lawyer in this lawsuit?.....	16
How will the lawyers be paid?	17
Should I get my own lawyer?.....	18
Key Resources	18
How can I get more information?	18

Key Information

What is happening in this lawsuit?

A group of people (called Plaintiffs) filed a class action lawsuit against Viki, Inc. ("Viki")—the defendant in this lawsuit. These Plaintiffs claimed that Viki disclosed its users' identities and video-viewing preferences without consent in violation of federal law. Viki denies these allegations.

In January 2025, Viki agreed to pay \$8 million to settle the claims against it. The group of people that Viki has agreed to pay is called the Settlement Class and it includes everyone who, between January 12, 2016, and July 30, 2024, requested or obtained video content on the Viki website (viki.com) while in the United States and at a time the person had a Facebook account and a Viki account. If you are in this group and want to get paid, **you must submit a claim**. Details on how to submit a claim are provided below.

What is a class action lawsuit?

A class action is a lawsuit in which one or more people sue on behalf of a larger group, called the Class.

Why did I get this notice?

A court authorized this Notice because you have the right to know about the proposed settlement in the class action lawsuit, *Ade et al. v. Viki, Inc.* **You received this notice because you may be a member of the group of people whose rights are affected by the proposed settlement.** This notice gives you information about the case and tells you how to opt out if you don't want to be part of it.

It is an important legal document, and we recommend that you read all of it. If you have questions or need assistance, please go to [website] or call [phone number].

What are my options?

Submit A Claim Form	The only way to get a payment
Exclude Yourself by Opting Out	Get no payment. This is the only option that allows you to keep your right to bring any other claim against Viki related to the subject matter of the claims in this case.
Object to the Settlement and/or Attend a Hearing	You can write to the Court about why you like or do not like the Settlement. The Court cannot order a different settlement. You can also ask to speak to the Court at the hearing on _____, 2025 about the fairness of the Settlement, with or without your own attorney.
Do Nothing	Get no payment. Give up rights and be bound by the Settlement.

What are the most important dates?

The deadline to submit a claim for a payment from the Settlement is [DATE].

The deadline to opt out of the Settlement is [DATE].

The deadline to object to the Settlement is [DATE].

Learning About the Lawsuit

What is this lawsuit about?

Plaintiffs claim that Viki violated the Video Privacy Protection Act ("VPPA") by disclosing its subscribers' identities and video-viewing preferences without lawful consent. The lawsuit contends that Viki

transmitted this information to Meta Platforms, Inc. ("Meta")— the owner of Facebook—through use of a web tracking tool called the Meta Pixel. The case is *Ade et al. v. Viki, Inc.*, Case No. 3:23-cv-02161-RFL-LB (N.D. Cal.)

Viki denies the allegations made in the lawsuit and denies that it did anything improper or unlawful.

The Court has not determined who is right. The proposed settlement to resolve this case is not an admission of guilt or wrongdoing by Viki.

Where can I learn more?

You can get a complete copy of the key documents in this lawsuit by visiting:
[website]

Why is there a settlement?

The Court did not decide in favor of the Plaintiffs or the Defendant. Instead, both sides agreed to a Settlement. That way, they avoid the costs and risks of a trial, and the affected Class Members can get benefits or compensation. The class representatives and their attorneys think the Settlement is best for the Class.

What happens next in this lawsuit?

The Court in charge of this case will decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeal is resolved

Important Facts About How the Settlement Might Affect You

How do I know if I am a member of the Settlement Class?

The Settlement Class includes all persons who, between January 12, 2016, and July 30, 2024, requested or obtained video content on the Viki website (viki.com) while in the United States and at a time the person had a Facebook account and also had a Viki account.

If you are in this group, you are a member of the Settlement Class and you must submit a claim in order to receive payment.

Class Members will receive a Unique ID and PIN from the Settlement Administrator. If you did not receive a Unique ID and PIN but believe you are a class member, you can contact the Settlement Administrator at [email] to request a Unique ID and PIN. You will be asked to provide documentation, such as your browsing history, that demonstrates that you requested or obtained video content on the Viki website (viki.com) between January 12, 2016, and July 30, 2024, while in the United States and at a time when you had a Facebook account and a Viki account.

What if I'm still not sure if I'm included in the Settlement Class?

If you are not sure whether you are included in the class, you can ask for free help by calling Simpluris Inc. (the Claims Administrator) at XXX-XXX-XXXX for more information. You can also visit www.XXXX.com.

What are the benefits of the Settlement?

Viki will pay \$8,000,000 to settle this case. Viki has also agreed not to operate the Meta Pixel on any web page on the Viki website that includes video content unless: (a) the VPPA is amended in relevant part, repealed, or otherwise invalidated; (b) Viki obtains consent in the form required by the VPPA; or (c) the Meta Pixel on the relevant Viki web page otherwise complies with the VPPA.

Eligible claimants under the Settlement will receive a pro rata (or equal) portion of the Settlement Fund after deductions for administration expenses, attorneys' fees and costs, and service award payments to the Plaintiffs.

How can I verify or update my mailing address?

You can update your contact information by visiting www.XXXXX.com or emailing [email address].

Your Options as a Settlement Class Member

What are my options if I am a Settlement Class Member?

You have four options as a member of the Settlement Class. You can:

- (1) submit a claim to get paid from the Settlement;
- (2) opt out of the Settlement Class and retain your right to sue Viki related to the subject matter of the claims in this case;
- (3) object to any part of the Settlement that you do not like, if you do not opt out of the Settlement Class; or
- (4) do nothing and remain in the Settlement Class. If you do nothing and do not submit a claim, you will not receive a payment.

Do I need to do anything to get paid?

YES. To receive a payment from the Settlement you **MUST** submit a claim.

The deadline to submit a claim is [DATE].

How do I submit a claim?

If you are a class member (see pages 7-8) and you want to receive a payment, you can submit a claim by filling out and submitting the claim form available at www.XXXXX.com.

You must provide the link for your Facebook profile page on the claim form, so that the Claims Administrator can verify that you are a Class Member. The link you provide must correspond with a Facebook profile that includes your personal information. To find your Facebook profile page link, you can use the following steps:

How to obtain your Facebook profile link on a web browser

- (1) **Log in to Facebook.** Open your web browser and go to Facebook. Log in with your username and password.
- (2) **Go to your profile.** Click on your profile picture in the top right corner and then click your name to go to your profile page. If you are using a web browser on a mobile device, you must first click the three horizontal lines in the top right corner of the screen and then your name in the top left corner.
- (3) **Identify the link.** Look at the address bar in your browser. The link for your Facebook profile page is located here. If you are using a web browser on a mobile device, you will need to tap the address bar to see the full link. Below are examples of how the link may appear:

(a) <https://www.facebook.com/profile.php?id=1234567890>

or

(b) <https://www.facebook.com/username>

How to obtain your Facebook profile link on the mobile phone Facebook App

- (1) **Open the Facebook app.** Open the Facebook app on your mobile device. If necessary, log in with your username and password.
- (2) **Go to your profile.** Tap the three horizontal lines above the word "Menu" in the bottom right corner. Then click on your name or profile picture in the top left corner to go to your profile page.
- (3) **Copy profile link.** Tap the button with three dots (it appears next to the "Edit profile" button). Scroll to the bottom of the list of options and tap "Copy profile link."

What to do if you cannot access your Facebook account

- (1) If your Facebook account is currently deactivated, deleted, or you are otherwise unable to access it, you can provide your Facebook profile link in the following format:

(a) <https://www.facebook.com/FirstNameLastName/Inactive>

- (2) If the Claims Administrator cannot verify your account based on your initial submission, you may be asked for more information

The Claim Form requires that you attest under oath that you accessed video content on Viki.com while in the United States and at a time when you had a Facebook account and also had a Viki account.

It is important to provide accurate information in the Claim Form because claims will be audited by the Claims Administrator. If the Claims Administrator cannot verify your claim based on your initial submission, you may be asked for more information. The Claims Administrator will provide you with further instructions in the event you are required to submit this information.

If you have questions, you can contact the Claims Administrator by telephone (XXX-XXX-XXXX) or email [insert email address].

The deadline to submit a claim form is [DATE].

How much will my payment be?

After deduction of the costs of notice and settlement administration, any Court-approved award of attorneys' fees (up to 30% of the Settlement Fund), litigation costs, and any service awards for the Class Representatives (up to \$2,500 to each of the three individual Class Representatives), the Settlement Fund will be divided equally among eligible class members.

We will not know the final amount that each class member will receive until all claims are completed. Based on claims rates in similar cases, Class Counsel estimate that eligible class members could receive between \$30 and \$150 each. The actual amount that each class member receives will be determined once all claims are evaluated, and may be higher or lower than these estimates.

When will I get my payment?

Payments will be made if the Court approves the Settlement after the Final Approval Hearing and there is no appeal from the order

approving the Settlement. For updates please visit www.website.com or follow @GirardSharp on X (Twitter).

What do I give up by making a Settlement Claim?

Unless you exclude yourself with an opt-out request (see page 12), you cannot sue, continue to sue, or be part of any other lawsuit against Viki about the issues in this case. The “Releases” section in the Settlement Agreement describes the legal claims that you give up if you remain a Settlement Class Member.

The Settlement Agreement is available at www.XXXX.com.

What are the consequences of doing nothing?

If you do nothing, you won’t be able to start, continue, or be part of any other lawsuit against Viki for alleged violation of the VPPA during the Class Period.

What if I don’t want to be a part of the Settlement Class?

You can opt out of the Settlement Class.

Information about how to opt out of the Settlement Class is contained below.

How do I opt out?

You can opt out of the Settlement Class by going to www.XXXX.com and filling out the online form, or by sending a letter via first class U.S. mail saying that you want to opt out of the Settlement in *Ade et al. v. Viki, Inc.*, Case No. 3:23-cv-02161-RFL-LB (N.D. Cal.) to the Claims Administrator at the below address:

Simpluris Inc.
3194-C Airport Loop Drive
Costa Mesa, CA 92626
[Phone Number]

Opt-out requests must be submitted individually and in writing. You must include your Unique ID (provided by the Claims Administrator in the notice emailed to you), a statement that you meet the requirements for Class membership, first and last name, email address, mailing address, and telephone number. If you are under 18 years old and do not want your name included on the list of optouts filed with the Court, your letter must state that you are under 18. The deadline to opt out is [DATE]. Opt outs submitted by U.S. Mail must be postmarked no later than [DATE].

What are the consequences of excluding myself?

If you are a class member (see page 7-8 above), unless you opt out, you give up the right to sue Viki for the claims resolved by the Settlement. If you are a class member and you want to pursue your own lawsuit, you must opt out. You will be responsible for the cost of any services provided by your lawyer.

This is your only opportunity to opt out of the Settlement Class.

What happens if I opt out of the Settlement Class?

If you opt out of the Settlement Class, you will:

- Not be eligible to receive payment from the Settlement;
- Not have any rights as a member of the class under the Settlement;
- Not be bound by any further orders or judgments in this case; and
- Keep the right, if any, to file a lawsuit against (or continue to sue) Viki about the legal claims brought on behalf of the Settlement Class.

How do I tell the Court if I don't like the Settlement?

If you are a Settlement Class Member and do not opt out of the Settlement, you have the right to object to the Settlement, the Plan of Allocation, or Class Counsel's request for attorneys' fees, expenses and service awards. You can't ask the Court to order a different settlement.

The Court can only approve or reject the Settlement.

If the Court denies approval of the Settlement, no money will be paid to class members and the lawsuit will continue

How do I submit an objection to the Settlement?

To object to the Settlement, you (or your lawyer if you have one) must submit a written objection to the Court and send the objection to the Claims Administrator at the addresses on page 12. You must submit your objection on or before [DATE]. Your objection can include any supporting materials, papers, or briefs that you want the Court to consider.

If you submit a timely written objection, you may (but are not required to) appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. If you wish to appear at the Settlement Hearing, you must also include a statement of intention to appear in your objection. The requirement to submit a written objection in order to appear in court to object to the Settlement may be excused upon a showing of good cause.

All written objections and supporting papers must clearly identify the case name and number (Ade et al. v. Viki, Inc. No. 3:23-cv-02161-RFL-LB (N.D. Cal.)). You can file the objection electronically at <https://www.cand.uscourts.gov/cm-ecf> or mail the objection by First Class U.S. Mail, so that it is submitted electronically or postmarked no later than [DATE], to the following address:

Clerk of the Court
U.S. District Court for the
Northern District of California
450 Golden Gate Avenue
San Francisco, CA 94102
Case No. 3:23-cv-02161-RFL-LB

What information must be included in an objection?

To submit an objection, you must substantially comply with the following requirements and submit:

(a) a written statement identifying your name, Unique ID (provided by the Claims Administrator), physical mailing address and email address, telephone number, and signature, and, if represented by counsel, the name, address of counsel;

(b) a written statement that you had a Viki account and a Facebook account between January 12, 2016 through July 30, 2024, and requested or obtained video content on the Viki website while in the United States during that time;

(c) a written statement of your objection and the reasons for your objection;

(d) a written statement whether the objection applies only to you, to a specific subset of the Class, or to the entire Class; and

(e) any documentation or authorities in support of your objection.

If you do not mail or electronically file the objection, you must have it delivered in person to the above address, no later than [DATE].

What's the difference between objecting and excluding yourself?

Objecting is telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and telling the Court that you don't want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because it no longer affects you.

The Final Approval Hearing

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

The Court will hold a Final Approval Hearing on _____, 2025 at _____, in Courtroom 15 on the 18th Floor of the San Francisco federal courthouse located at 450 Golden Gate Avenue, San Francisco, CA 94102.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to Class Members who have asked to speak at the hearing.

The Court will also decide how much Class Counsel should receive in fees, expense reimbursements and service awards. After the hearing, the Court will decide whether to approve the Settlement.

The Court may reschedule the Final Approval Hearing or change any of the deadlines described in this Notice. The date of the Final Approval Hearing may change without further notice to Class Members. Be sure to check the website, www.uscourts.gov, for news of any such changes. You can also access the case docket via the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>.

Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish.

If you send an objection, you do not have to come to the hearing. If you submitted your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but that is not necessary.

May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include a statement in your written objection (see pages 13-14) that you intend to appear at the hearing, with your name, address, and signature. The requirement to submit a written objection in order to appear in court to object to the Settlement may be excused upon a showing of good cause.

The Lawyers Representing You

Do I have a lawyer in this lawsuit?

Yes. In a class action, the court appoints class representatives and lawyers to work on the case and represent the interests of all the class members. For purposes of the case, the Court has appointed Simon Grille of Girard Sharp LLP to serve as Class Counsel for the Settlement Class.

Simon S. Grille
Girard Sharp LLP
601 California Street, Suite 1400
San Francisco, CA 94108
Telephone: (415) 981-4800
XXXX@girardsharp.com

You will not be charged for Class Counsel's services, although their fees may be paid with the Court's approval from the settlement negotiated on behalf of the class.

Class Counsel does not represent you individually, only as a member of the Class.

If you want to be represented by your own lawyer, you may hire one at your own expense.

How will the lawyers be paid?

Class Counsel, who have not been paid for their services in this case since it began, will ask the Court for an award of attorneys' fees of up to 30% of the Settlement Fund. Class Counsel will also seek reimbursement of costs and expenses (1) advanced in litigating the case and (2) for providing notice and administering the settlement, as well as service awards to the Class Representatives of up to \$2,500 each.

All of these amounts, as well as the costs associated with notice and administering the settlement, will be paid from the Settlement Fund.

All awards for attorneys' fees and expenses are subject to Court approval and will be paid from the Settlement Fund only after the Court approves them.

A copy of Class Counsel's Motion for Attorneys' Fees and Expenses and for Plaintiff Service Awards will be available at www.XXXX.com by

[DATE].

You do not individually have to pay any attorneys' fees or expenses in connection with the lawsuit.

Should I get my own lawyer?

You do not need to hire your own lawyer.

If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer's services. For example, you can ask your own lawyer to appear in court if you want someone other than Class Counsel to speak for you.

You may also appear for yourself without a lawyer.

Key Resources

How can I get more information?

This Notice summarizes the proposed Settlement—more details are in the Settlement Agreement and other case documents. To get a copy of the case documents you can:

- contact the lawyers who represent the class (information below);
- visit the case website at [website];
- access the Court Electronic Records (PACER) system online at: <https://ecf.cand.uscourts.gov>; or
- by visiting the Clerk of the Court for the United States District Court for the Northern District of California at any of the Court's locations between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays (addresses below).

Resource	Case Information
Case website	[website]

Toll Free Number	[phone number]
Claims Administrator	[Claims Administrator] [Mailing Address] [Phone Number]
Class Counsel	Simon Grille Girard Sharp LLP 601 California Street Suite 1400 San Francisco, CA 94108 (415) 981-4800 XXX@girardsharp.com
Court (DO NOT CONTACT)	PLEASE DO NOT CALL THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS: Phillip Burton Federal Building & United States Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102 Robert F. Peckham Federal Building and United States Courthouse, 280 South 1st Street, San Jose, CA 95113 Ronald V. Dellums Federal Building & United States Courthouse, 1301 Clay Street, Oakland, CA 94612 United States Courthouse, 3140 Boeing Avenue, McKinleyville, CA 95519

EXHIBIT 4

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8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**
10 **SAN FRANCISCO DIVISION**

11 RITA ADE-FOSUDO, JACQUELINE PAIGE,
12 and HEAVENLY MARTIN individually and on
13 behalf of all others similarly situated,

14 Plaintiffs,

15 v.

16 VIKI, INC.,

17 Defendant.
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Case No. 3:23-cv-02161-RFL-LB

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT AND PROVIDING FOR
NOTICE**

1 This matter comes before the Court on Plaintiffs’ Motion for Preliminary Approval of Class
 2 Action Settlement for consideration of whether the Court should grant preliminary approval of the
 3 proposed Settlement Agreement¹ entered into by Plaintiffs Rita Ade-Fosudo, Jacqueline Paige, and
 4 Heavenly Martin, on behalf of themselves and the Class, and Defendant Viki, Inc. (collectively, the
 5 “Parties”).

6 The Court is familiar with the record and has read and considered Plaintiffs’ Motion, and all
 7 supporting documents submitted therewith, including the Settlement Agreement and Declaration of
 8 Simpluris, Inc. (“Simpluris Decl.”) describing the Parties’ proposed method of giving notice to Class
 9 Members. The Court finds that there are sufficient grounds to preliminarily approve the Settlement under
 10 Federal Rule of Civil Procedure 23, that the Court will likely be able to certify the Class for settlement
 11 purposes only, and directs notice of the Settlement to be disseminated to the proposed Class.

12 Accordingly, it is **HEREBY ORDERED** that:

13 **Preliminary Approval of the Settlement**

14 1. The proposed Settlement Agreement is preliminarily approved as likely to be finally
 15 approved under Federal Rule of Civil Procedure 23(e)(2) and as meriting notice to the Settlement Class
 16 for its consideration. This determination is not a final finding that the Settlement is fair, reasonable, and
 17 adequate, but it is a determination that good cause exists to disseminate notice to Class Members in
 18 accordance with the Settlement Agreement and plan for notice described in the Simpluris Decl. and to
 19 hold a hearing on final approval of the proposed Settlement.

20 2. Considering the factors set forth in Rule 23(e)(2), the Court preliminarily finds as follows:

- 21 a. Plaintiffs and Class Counsel have adequately represented the Class;
- 22 b. The Class Settlement Agreement was negotiated at arm’s length with the assistance
- 23 of the Hon. Jeremy D. Fogel (Ret.), a former District Judge of the Northern District
- 24 of California and experienced private mediator;
- 25 c. The monetary relief provided to the Settlement Class is adequate given the risks,
- 26 delay, and uncertainty of continued litigation and trial, the effectiveness of the

27
 28 ¹ Unless otherwise specified, all capitalized terms used herein that are defined in the Settlement Agreement have the same meanings as set forth in that agreement.

proposed method of distributing relief to the class, the terms of the proposed award of attorney's fees, and any agreement required to be identified under Rule 23(e)(3); and

- d. The Settlement Agreement and proposed method of distributing the relief treat all Class Members equitably relative to each other.

Certification of the Class

3. The Court finds, upon preliminary evaluation and for purposes of the Settlement only, that the Court will likely be able to certify the following proposed class pursuant to Federal Rule of Civil Procedure 23:

All persons who, between January 12, 2016, and July 30, 2024, requested or obtained video content on the Viki website (viki.com) while in the United States and at a time the person had a Facebook account and also had a Viki account.

Excluded from the Class are Defendant Viki, Inc., its parents, subsidiaries, affiliates, officers, directors, and employees, and employees of Viki's parents, subsidiaries, or affiliates; any entity in which Viki has a controlling interest; and all judges assigned to hear any aspect of this litigation, as well as their staff and immediate family members.

4. The Court preliminarily finds that:

- a. Members of the Class are so numerous as to make joinder impracticable;
- b. There are questions of law and fact common to the Class, and such questions predominate over any questions affecting only individual Class Members for purposes of the Settlement;
- c. Plaintiffs' claims and the defenses thereto are typical of the claims of the Class Members and the defenses thereto for purposes of the Settlement;
- d. Plaintiffs and their counsel have, and will continue to, fairly and adequately protect the interests of the Settlement Class Members in this action with respect to the Settlement; and

1 e. A class action is superior to all other available methods for fairly and efficiently
2 resolving this action.

3 5. The Court further finds, for the reasons stated in the Motion, that Plaintiffs and Class
4 Counsel should be provisionally appointed to represent the Class.

5 6. This provisional certification of the Class shall be solely for settlement purposes, without
6 prejudice to the parties in the event the Settlement Agreement is not finally approved by this Court or
7 otherwise does not take effect. If the Settlement Agreement is not finally approved, this provisional
8 certification shall be vacated and shall have no effect.

9 **Manner and Form of Notice**

10 7. The Court approves, as to their form and content, the Notice and Claim Form substantially
11 in the form of Exhibits 2 and 3 to the Settlement Agreement. Viki is hereby authorized to provide the
12 names and email addresses appearing in Viki's records of persons potentially falling within the Class to
13 the Claims Administrator. The notice plan outlined in the Settlement Agreement and Simpluris
14 Declaration, which includes direct notice via email and a settlement website, will provide the best notice
15 practicable under the circumstances. The Notice and its manner of transmission is reasonably calculated,
16 under the circumstances, to apprise the Class of the pendency of the Action, the proposed Settlement and
17 its effects (including the Released Claims), the anticipated motion for attorneys' fees, costs, and expenses
18 and for service awards, and their rights, including to participate in, opt out of, or object to any aspect of
19 the proposed Settlement; constitute due, adequate and sufficient notice to the Class; and satisfy the
20 requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and all other applicable
21 law and rules. The date and time of the Final Fairness Hearing shall be included in the Notice before
22 dissemination.

23 8. The Court hereby appoints Simpluris to serve as the Claims Administrator to supervise
24 and administer the notice procedures, establish and operate a settlement website (the "Settlement
25 Website"), administer the claims processes, distribute cash payments according to the processes and
26 criteria set forth in the Settlement Agreement, and perform any other duties of the Claims Administrator
27 that are reasonably necessary or provided for in the Settlement Agreement.
28

9. All reasonable expenses incurred in identifying and notifying members of the Class, as well as in administering the Settlement Fund, shall be paid from the Settlement Fund as set forth in the Settlement Agreement. In the event the Settlement is not approved by the Court or otherwise fails to become effective, Class Counsel shall not be obligated to repay amounts paid to, or that are billed by, the Claims Administrator for Notice or administering the Settlement, as set forth in the Settlement Agreement.

10. No later than 35 calendar days after entry of this Order, the Claims Administrator will complete distribution of the Notice, substantially in the form of Exhibit 3 to the Settlement Agreement, along with an electronic link to the Claim Form, via email to all members of the Class for whom a valid email address is available. To the extent such transmission of email notice results in “bounce-backs,” the Claims Administrator will make a second attempt to re-send the email notice to the extent feasible.

11. Under the Settlement, all Class Members who wish to participate in the Settlement shall complete and submit a Claim Form in accordance with the instructions contained therein. All Claim Forms must be postmarked or submitted electronically within 110 calendar days after entry of this Order as set forth in the Settlement Agreement, which provides Class Members 75 calendar days from the Notice Date to submit a Claim.

12. The Claims Administrator shall also establish and maintain the Settlement Website and post the Notice, the Settlement Agreement, the operative Complaint, and other relevant case documents, as well as contact information for Class Counsel and the Claims Administrator.

13. All payments to the Claims Administrator shall be subject to prior Court approval. The Court approves an advance payment of \$85,000 to the Claims Administrator as set forth in Paragraph 2.2 of the Agreement.

14. Any distribution of residual funds shall be subject to prior Court approval.

15. The dates provided for herein may be extended by Order of the Court, for good cause shown, without further notice to the Class.

The Final Fairness Hearing

16. The Court will hold a Final Fairness Hearing on _____, at the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA

94102, Courtroom 15 – 18th Floor for the following purposes: (i) to finally determine whether the Class satisfies the applicable requirements for certification under Federal Rules of Civil Procedure 23(a) and 23(b)(3); (ii) to determine whether the Settlement should be approved as fair, reasonable, and adequate and in the best interests of the Class; (iii) to consider Class Counsel’s application for an award of attorneys’ fees, costs, and expenses and for service awards to the representative Plaintiffs; and (iv) to consider any other matters that may properly be brought before the Court in connection with the Settlement.

17. Class Counsel’s application for an award of attorneys’ fees, expenses, and costs and for service awards will be considered separately from the fairness, reasonableness, and adequacy of the Settlement. Any appeal from any order relating solely to Class Counsel’s application for an award of attorneys’ fees, costs, and expenses, and/or to Class Counsel’s application for service awards, or any reversal or modification of any such order, shall not operate to terminate or cancel the Settlement or to affect or delay the finality of a judgment approving the Settlement.

18. Papers in support of final approval of the Settlement and Class Counsel’s application for attorneys’ fees, expenses and costs and for service awards shall be filed no later than 75 calendar days after entry of this Order. Any Reply in support of final approval of the Settlement or Class Counsel’s application for attorneys’ fees, expenses and costs and for service awards shall be filed no later than 125 calendar days after entry of this Order.

Objections and Appearances at the Final Fairness Hearing

19. Any Class Member may appear at the Final Fairness Hearing and show cause why the proposed Settlement should or should not be approved as fair, reasonable, and adequate; why judgment should or should not be entered; or to comment on or oppose Class Counsel’s application for attorneys’ fees, costs, and expenses or Class Counsel’s application for service awards. No person or entity shall be heard or entitled to contest the approval of the Settlement, or if approved, the judgment to be entered approving the Settlement, or Class Counsel’s application for an award of attorneys’ fees, costs, and expenses and for service awards, unless that person’s objection is received by the Clerk of the United States District Court for the Northern District of California within 110 days after entry of this Order (the “Objection or Opt-out Deadline”), which provides Class Members 75 days from the Notice Date to

1 object.

2 20. To object, such Class Members must substantially comply with the following
3 requirements and submit: (a) a written statement identifying such Person's name, Unique ID (provided
4 by the Claims Administrator), physical mailing address and email address, telephone number, and
5 signature, and, if represented by counsel, the name, and address of counsel; (b) a written statement
6 attesting that the Class Member had a Viki account and a Facebook account between January 12, 2016,
7 and July 30, 2024, and requested or obtained video content on the Viki website while in the United
8 States during that time; (c) a written statement of the Class Member's objection and the reasons for such
9 objection; (d) a written statement of whether the objection applies only to the Class Member, to a specific
10 subset of the Class, or to the entire Class; and (e) any documentation or authorities in support of such
11 objection. All written objections and supporting papers must clearly identify the case name and number
12 (*Ade, et al. v. Viki, Inc.*, Case No. 3:23-cv-02161-RFL-LB (N.D. Cal.)). If the Class Member wishes to
13 appear at the Settlement Hearing, he or she must also include a statement of intention to appear at the
14 Settlement Hearing, which may be excused upon a showing of good cause. Objections must be
15 submitted to the Court either by filing electronically or in person at any location of the United States
16 District Court for the Northern District of California or by mailing it to the Clerk, United States District
17 Court for the Northern District of California, at the following address:

18 Northern District of California, San Francisco Division
19 United States District Court
20 450 Golden Gate Avenue, Box 36060
21 San Francisco, CA 94102-3489
Case No. 3:23-cv-02161-RFL-LB

22 21. Any Class Member who does not make their objection in the time and manner provided
23 for herein shall be deemed to have waived such objection and shall forever be barred from making any
24 objection to the fairness, reasonableness, or adequacy of the proposed Settlement, and to Class Counsel's
25 application for an award of attorneys' fees, costs, and expenses and for service awards. By objecting,
26 or otherwise requesting to be heard at the Final Fairness Hearing, a person shall be deemed to have
27 submitted to the jurisdiction of the Court with respect to the objection or request to be heard and the
28 subject matter of the Settlement, including but not limited to enforcement of the terms of the Settlement.

22. Attendance at the Final Fairness Hearing is not necessary, but persons wishing to be heard orally in connection with approval of the Settlement, including the proposed method of distribution, and/or the application for an award of attorneys' fees, costs, and expenses and for service awards must indicate in their written objection their intention to appear at the hearing, which may be excused upon a showing of good cause. If an objector hires an attorney for the purpose of making an objection, the attorney must file a notice of appearance with the Court and serve it on Class Counsel and Defendant's Counsel by the Objection Deadline.

Exclusion from the Class

23. Any requests for exclusion are due no later than the Objection or Opt-out Deadline. Any person who would otherwise be a member of the Class who wishes to be excluded from the Class must notify the Claims Administrator in writing of that intent by either (i) U.S. mail postmarked no later than the Objection or Opt-out Deadline; or (ii) submission of an opt-out request on the Settlement Website no later than the Objection or Opt-out Deadline. Opt-outs must be submitted individually by U.S. Mail or through the Settlement Website. Group Opt-outs are prohibited. Opt-out requests must include the class member's Unique ID (provided by the Claims Administrator), a statement that the individual meets the requirements for Class membership, first and last name, physical mailing address and email address, and telephone number. Any person or entity who is a member of the Class and who validly and timely requests exclusion from the Settlement shall not be a Class Member; shall not be bound by the Settlement Agreement; shall not be eligible to apply for or receive any benefit under the terms of the Settlement Agreement; and shall not be entitled to submit an Objection to the Settlement.

24. Any member of the Class who does not notify the Claims Administrator of their intent to be excluded from the Class in the manner stated herein shall be deemed to have waived his or her right to be excluded from the Class. If the Court finally approves the Settlement, any such person or entity shall forever be barred from requesting exclusion from the Class in this or any other proceeding, and shall be bound by the Settlement and the judgment, including the releases provided for in the Settlement Agreement, and the Final Order and Judgment.

Termination of the Settlement

25. If the Settlement fails to become effective in accordance with its terms, or if the Final

Order and Judgment is not entered or is reversed or vacated on appeal, this Order shall be null and void, the Settlement Agreement shall be deemed terminated, and the Parties shall return to their positions without any prejudice, as provided for in the Settlement Agreement.

Limited Use of This Order

26. The fact and terms of this Order or the Settlement, all negotiations, discussions, drafts and proceedings in connection with this Order or the Settlement, and any act performed or document signed in connection with this Order or the Settlement, shall not, in this or any other Court, administrative agency, arbitration forum, or other tribunal, constitute an admission, or evidence, or be deemed to create any inference (i) of any acts of wrongdoing or lack of wrongdoing, (ii) of any liability on the part of Defendant to Plaintiffs, the Class, or anyone else, (iii) of any deficiency of any claim or defense that has been or could have been asserted in this Action, (iv) of any damages or absence of damages suffered by Plaintiffs, the Class, or anyone else, or (v) that any benefits obtained by the Class under the Settlement represent the amount that could or would have been recovered from Defendant in this Action if it were not settled at this time. The fact and terms of this Order and the Settlement, and all negotiations, discussions, drafts, and proceedings associated with this Order and the Settlement, including the judgment and the release of the Released Claims provided for in the Settlement Agreement, shall not be offered or received in evidence or used for any other purpose in this or any other proceeding in any court, administrative agency, arbitration forum, or other tribunal, except as necessary to enforce the terms of this Order, the Final Order and Judgment, and/or the Settlement.

Reservation of Jurisdiction

27. The Court retains exclusive jurisdiction over the Action to consider all further matters arising out of or connected with the Settlement.

28. All discovery and pretrial and trial proceedings and deadlines are vacated until further notice from the Court, except for such actions as are necessary to implement the Settlement Agreement and this Order.

Schedule and Deadlines

29. The Court sets the following schedule for further Settlement-related proceedings:

Event	[Proposed] Deadline
Class Action Fairness Act notice to state and federal officials, under 28 U.S.C. § 1715	Within 10 days after filing of the motion for preliminary approval
Notice Date	No later than 35 calendar days after entry of preliminary approval order
Plaintiffs to move for final approval of the settlement and submit declaration of Claims Administrator providing overview of notice process and specifying costs and expenses incurred to date	75 calendar days after entry of preliminary approval order
Plaintiffs to move for attorneys' fees, expenses, and service awards	75 calendar days after entry of preliminary approval order
Deadline to file a claim	110 calendar days after entry of preliminary approval order
Deadline for the submission of objections and requests for exclusion ("Objection or Opt-out Deadline")	110 calendar days after entry of preliminary approval order
Reply briefs in support of final approval and motion for attorneys' fees, expenses, and service awards and updated declaration of Claims Administrator	125 calendar days after entry of preliminary approval order
Final Fairness Hearing	At least 140 calendar days after entry of preliminary approval order

IT IS SO ORDERED.

DATED: _____

 THE HONORABLE RITA F. LIN
 UNITED STATES DISTRICT JUDGE

EXHIBIT 5

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8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**
10 **SAN FRANCISCO DIVISION**

11 RITA ADE-FOSUDO, JACQUELINE PAIGE,
12 and HEAVENLY MARTIN individually and on
13 behalf of all others similarly situated,

14 Plaintiffs,

15 v.

16 VIKI, INC.,

17 Defendant.
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Case No. 3:23-cv-02161-RFL-LB

**[PROPOSED] FINAL JUDGMENT AND
ORDER OF DISMISSAL WITH PREJUDICE**

1 This matter came before the Court for hearing pursuant to the Order Granting Plaintiffs' Motion
2 for Preliminary Approval of Class Action Settlement, dated _____ ("Preliminary Approval Order"), on
3 the motion of Plaintiffs Rita Ade-Fosudo, Jacqueline Paige, and Heavenly Martin for approval of
4 proposed class action settlement with Defendant Viki, Inc. Due and adequate notice having been given
5 of the Settlement as required by the Preliminary Approval Order, the Court having considered all papers
6 filed and proceedings conducted herein, and good cause appearing therefor, it is hereby **ORDERED**,
7 **ADJUDGED** and **DECREED** as follows:

8 1. This Judgment incorporates by reference the definitions in the Class Action Settlement
9 Agreement and Release with Defendant dated _____, 2025 (the "Settlement Agreement") and the
10 Preliminary Approval Order, and all defined terms used herein that are defined in the Settlement
11 Agreement or the Preliminary Approval Order have the same meanings ascribed to them in those
12 respective documents.

13 2. This Court has jurisdiction over the subject matter of the Action and over all Parties
14 thereto, and venue is proper in this Court.

15 3. The Court reaffirms and makes final its provisional findings, rendered in the Preliminary
16 Approval Order, that, for purposes of the Settlement only, all prerequisites for maintenance of a class
17 action set forth in Federal Rules of Civil Procedure 23(a) and (b)(3) are satisfied. The Court accordingly
18 certifies the following Settlement Class:

19 All persons who, between January 12, 2016, and July 30, 2024, requested
20 or obtained video content on the Viki website (viki.com) while in the
21 United States and at a time the person had a Facebook account and also
22 had a Viki account.

23 4. Excluded from the Settlement Class are Defendant Viki, Inc., its parents, subsidiaries,
24 affiliates, officers, directors, and employees, and employees of Viki's parents, subsidiaries, or affiliates;
25 any entity in which Viki has a controlling interest; and all judges assigned to hear any aspect of this
26 litigation, as well as their staff and immediate family members.

27 5. The Court finds that notice of this Settlement was given to Settlement Class Members in
28 accordance with the Preliminary Approval Order and constituted the best notice practicable of the

1 proceedings and matters set forth therein, including the Settlement, to all Persons entitled to such notice,
2 and that this notice satisfied the requirements of Federal Rule of Civil Procedure 23 and of due process.
3 The Court further finds that the notification requirements of the Class Action Fairness Act, 28 U.S.C.
4 § 1715, have been met.

5 6. Pursuant to Federal Rule of Civil Procedure 23(e), the Court hereby grants final approval
6 of the Settlement and finds that it is, in all respects, fair, reasonable, and adequate and in the best interests
7 of the Settlement Class.

8 7. Except as to any individual claim of those Persons identified in Exhibit 1, if any, who
9 have validly and timely requested exclusion from the Class, the Action and all claims contained therein,
10 as well as all of the Released Claims (including Unknown Claims), are dismissed on the merits and with
11 prejudice. It is hereby determined that all Class Members who did not timely and properly elect to
12 exclude themselves from the Class by a written Request for Exclusion delivered on or before the date
13 set forth in the Preliminary Approval Order and the Notice are bound by this Judgment.

14 8. The persons and entities identified in Exhibit 1 hereto requested exclusion from the Class
15 as of the Objection or Opt-out Deadline. These persons and entities shall not share in the benefits of the
16 Settlement and this Judgment does not affect their legal rights to pursue any claims they may have
17 against Viki. All other members of the Class are hereinafter barred and permanently enjoined from
18 prosecuting any Released Claims against Viki in any court, administrative agency, arbitral forum, or
19 other tribunal.

20 9. Upon the Effective Date, Releasing Plaintiffs shall be deemed to have, and by operation
21 of this Judgment shall have, fully, finally, and forever released, relinquished, and discharged the
22 Released Defendant from all Released Claims.

23 10. Neither Class Counsel's application for attorneys' fees, reimbursement of litigation
24 expenses, and service awards for Plaintiffs, nor any order entered by this Court thereon, shall in any way
25 disturb or affect this Judgment, and all such matters shall be treated as separate from the Judgment
26 entered herein.

11. The Parties shall bear their own costs and attorneys' fees, except as set forth in the Settlement Agreement, in this Judgment, or any Order regarding Plaintiffs' request for attorneys' fees, expenses, and service awards.

12. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement, is or may be deemed to be or may be used as an admission of, or evidence of, (a) the validity of any Released Claim, (b) any wrongdoing or liability of Viki, or (c) any fault or omission of Viki in any proceeding in any court, administrative agency, arbitral forum, or other tribunal. To the extent permitted by law, neither the Settlement Agreement, the Settlement, the Judgment, any of their terms or provisions, nor any of the negotiations or proceedings connected with them, shall be offered as evidence or received in evidence or used in any way in any pending or future civil, criminal, or administrative action or any other proceeding to establish any liability or wrongdoing of, or admission by Viki. Notwithstanding the foregoing, nothing in this Judgment shall be interpreted to prohibit the use of this Judgment in a proceeding to consummate or enforce the Settlement Agreement or Judgment, or to defend against the assertion of Released Claims in any other proceeding. All other relief not expressly granted to Class Members is denied.

13. No Class Member or any other person will have any claim against Viki, Plaintiffs, Class Counsel, or the Claims Administrator arising from or relating to the Settlement or any actions, determinations or distributions made substantially in accordance with the Settlement or Orders of the Court.

14. Without affecting the finality of this Judgment, this Court reserves exclusive jurisdiction over all matters related to administration, consummation, enforcement, and interpretation of the Settlement and this Judgment, including (a) distribution or disposition of the Settlement Fund; (b) further proceedings, if necessary, on the application for attorneys' fees, reimbursement of litigation expenses, and service awards for Plaintiffs; and (c) the Parties for the purpose of construing, enforcing, and administering the Settlement. If any Party fails to fulfill its obligations under the Settlement, the Court retains authority to vacate the provisions of this Judgment releasing, relinquishing, discharging, barring and enjoining the prosecution of, the Released Claims against the Releasees, and to reinstate the Released Claims against the Releasees.

1 15. If the Settlement does not become effective, then this Judgment shall be rendered null and
2 void to the extent provided by and in accordance with the Settlement Agreement and shall be vacated
3 and, in such event, all orders entered and releases delivered in connection herewith shall be null and
4 void to the extent provided by and in accordance with the Settlement Agreement.

5 16. Without further order of the Court, the Parties may unanimously agree to reasonable
6 extensions of time or other reasonable amendments, modifications, and expansions of the Settlement
7 Agreement necessary to carry out any of the provisions of the Settlement Agreement, provided that such
8 amendments, modifications, and expansions of the Settlement Agreement are not materially inconsistent
9 with this Judgment and do not materially limit the rights of Class Members or the Released Defendant
10 or Released Plaintiffs under the Settlement Agreement.

11 17. Judgment shall be, and hereby is, entered dismissing the Action with prejudice and on the
12 merits. There is no just reason for delay in the entry of Judgment and immediate entry by the Clerk of
13 the Court is expressly directed pursuant to Rule 54(b) of the Federal Rules of Civil Procedure.

14
15 **IT IS SO ORDERED.**

16
17 DATED: _____

18 _____
19 THE HONORABLE RITA F. LIN
20 UNITED STATES DISTRICT JUDGE
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EXHIBIT 6

To: [Class Member Email Address]
From: Ade v. Viki Settlement Administrator
Subject: Ade v. Viki Settlement

If you had a Viki account and accessed videos on Viki.com in the U.S., while you had a Facebook account, you may be eligible for payment from a class action settlement

You may be a Settlement Class Member			
Unique ID:	«ClaimLoginID»	PIN:	<<PIN>>

Dear <<Name>> or if no name Class Member:

A Settlement has been reached with Viki, Inc. (“Viki”) in a class action lawsuit alleging that Viki violated the Video Privacy Protection Act (“VPPA”) by disclosing its subscribers’ identities and video-viewing preferences without lawful consent. The lawsuit contends that Viki transmitted this information to Meta Platforms, Inc. (“Meta”)—the owner of Facebook—through use of a web tracking tool called the Meta Pixel.

Viki denies all of the allegations made in the lawsuit, denies that it violated the VPPA, and denies that Viki did anything improper or unlawful. The proposed Settlement is not an admission of guilt or wrongdoing of any kind by Viki. The United States District Court for the Northern District of California approved this notice.

Why am I receiving this notice?

You might be a Settlement Class member. Viki’s records indicate that you had a Viki account between January 12, 2016, and July 30, 2024, and accessed video content on Viki.com. To be eligible for payment, you must demonstrate that you also had a Facebook account when you accessed video content on Viki.com.

You can submit a claim to be paid from the Settlement using the claim form available [here](#).

For more information and to review the full notice, please visit www.____.com.

What does the Settlement provide?

Viki will pay \$8,000,000 to settle this case. Viki has also agreed not to operate the Meta Pixel on any web page on the Viki website that includes video content unless: (a) the VPPA is amended in relevant part, repealed, or otherwise invalidated; (b) Viki obtains consent in the form required by the VPPA; or (c) the Meta Pixel on the relevant Viki web page otherwise complies with the VPPA. For a full copy of the Settlement Agreement, including all other Settlement terms, please visit

www._____.com. For more information about how distributions will be made to Settlement Class Members, please visit www._____.com.

What are the expected payments?

After deduction of the costs of notice and settlement administration, any Court-approved award of attorneys' fees (up to 30% of the Settlement Fund), litigation costs, and any service awards for the Class Representatives (up to \$2,500 to each of the three individual Class Representatives), the Settlement Fund will be distributed *pro rata* to eligible class members. We will not know the final amount that each class member will receive until all claims are evaluated. Based on claims rates in similar cases, Class Counsel estimate that eligible class members could receive between \$30 and \$150 each. The actual amount that each class member receives will be determined once all claims are evaluated, and may be higher or lower than these estimates.

How can I get a payment?

If you are a class member and you want to receive a payment, you can make a claim by filling out and submitting the claim form available at www._____.com.

You must provide the link for your Facebook profile page on the claim form, so that the Claims Administrator can verify that you are a Class Member. The link you provide must correspond with a Facebook profile that includes or included your personal information. Instructions for how you can find your Facebook profile page link are available at www._____.com.

The Claim Form will also ask you to attest under oath that you accessed video content on Viki.com while you had an active Facebook account.

If you have questions, you can contact the claims administrator by telephone (8XX-XXX-XXXX) or email _____.com.

When is the deadline to submit a claim form?

To be eligible for payment, claim forms must be submitted no later than [DATE].

What are my other options?

You can do nothing, exclude yourself, or object. If you do nothing, your rights will be affected and you won't get a payment.

If you don't want to be legally bound by the Settlement, you must exclude yourself from it by [DATE]. Opt-outs submitted by U.S. Mail must be postmarked no later than [DATE]. You may opt out online at www._____.com. Click on the "Opt Out" tab and provide the requested information. You may also opt out by mailing the Opt-Out form available at _____ to the Claims Administrator at:

Simpluris Inc.
3194-C Airport Loop Drive
Costa Mesa, CA 92626

Opt-out requests must be submitted individually and in writing. Opt-out requests must include your Unique ID (provided at the beginning of this notice), a statement that you meet the requirements for Class membership, first and last name, email address, mailing address, and telephone number..

Unless you exclude yourself, you won't be able to sue or continue to sue Viki for any claim regarding the subject matter of the claims in this case.

If you stay in the Settlement (i.e., don't exclude yourself), you may object to it or ask for permission for you or your own lawyer to appear and speak at the Final Approval Hearing—at your own cost—but you don't have to. Objections and requests to appear are due by [DATE].

The Final Approval Hearing will be held on [DATE], at [TIME], in Courtroom 15 on the 18th Floor of the San Francisco federal courthouse, located at 450 Golden Gate Avenue, San Francisco, CA 94102, or via Zoom Webinar.

More information about your options is in the detailed notice available at www._____.com, or you may contact Class Counsel with any questions:

- **Simon S. Grille.** Telephone: (415) 981-4800; email: [\[settlement email address\]](#)

You may also access the docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California at any of the Court's locations between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

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

BY ORDER OF THE U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

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