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INTERNET (UK) LTD.

15
16 **IN THE UNITED STATES DISTRICT COURT**
17 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

18
19 HARI KISHORE and BRETT WALKER, on
behalf of themselves and all others similarly
20 situated,

21 Plaintiffs,

22 v.

23 TIMES INTERNET (UK) LTD.,

24 Defendant.

Case No. 4:23-cv-03594-HSG

**CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE**

1 This Class Action Settlement Agreement (the “Agreement”) is made and entered into by, between,
2 and among Plaintiffs Hari Kishore and Brett Walker (“Plaintiffs”) and Defendant Times Internet (UK) Ltd.
3 (“Defendant”) (collectively, the “Parties”). This Agreement is subject to Court approval and is intended
4 to effect a full and final settlement, resolution and dismissal of this action, *Hari Kishore et al v. Times*
5 *Internet (UK) Ltd*, Case No. 4:23-cv-03594-HSG (the “Action”).

6 **I. BACKGROUND**

7 1. Plaintiffs filed this case on July 20, 2023, and filed an Amended Complaint on August 2,
8 2023, alleging a violation of the Video Privacy Protection Act, 18 U.S.C. §§ 2710 *et seq.*, and
9 unfair/unlawful/fraudulent business practices under California’s Unfair Competition Law, Bus. & Prof.
10 Code §§ 17000 *et seq.*

11 2. On January 30, 2024, Defendant filed a Motion to Dismiss. Plaintiffs opposed and
12 requested that the Court allow jurisdictional discovery as to the issue of personal jurisdiction.

13 3. On September 12, 2024, the Court issued an Order granting in part and denying
14 Defendant’s motion to dismiss, and granting Plaintiffs’ request for jurisdictional discovery. Following the
15 Court’s Order and adoption of the discovery schedule on the issue of jurisdiction, Defendant withdrew its
16 argument that the Court lacked jurisdiction.

17 4. On March 18, 2025, after the Parties agreed to attend mediation, Defendant withdrew its
18 Motion to Dismiss, without prejudice to re-filing it if the Parties did not settle at mediation.

19 5. On May 8, 2025, the Parties attended a full-day mediation with the Hon. Freda L. Wolfson
20 (Ret.). Following arms’-length negotiations, and with further post-mediation assistance of Judge Wolfson,
21 the Parties reached an agreement in principle regarding the terms of settlement which are memorialized
22 in this Agreement.

23 6. Defendant denies each of the allegations in the pleadings in the Action, denies that it has
24 engaged in any wrongdoing, denies that Plaintiffs state valid claims, denies that Plaintiffs can maintain a
25 class action for purposes of litigation, and vigorously disputes that the Class is entitled to any relief.

26 **NOW THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO, AND AGREED,**
27 by the Plaintiffs, for themselves and on behalf of the Class, and by Defendant that, subject to the approval
28 of the Court, the Action shall be settled, and the Released Claims shall be finally and fully settled as to

1 the Released Parties, in the manner and upon the terms and conditions hereafter set forth in this Settlement
2 Agreement.

3 **II. DEFINITIONS**

4 7. In addition to the terms defined elsewhere in the Agreement, the following terms used in
5 this Agreement shall have the meanings specified below.

6 8. **“Attorneys’ Fees and Expenses Award”** means such funds as may be awarded by the
7 Court to Settlement Class Counsel to compensate Settlement Class Counsel for its fees, costs, and
8 expenses in connection with the Action and the Settlement, as described in Section VII.

9 9. **“Authorized Claimants”** means each Settlement Class Member or their authorized legal
10 representative who is approved for payment from the Net Settlement Fund in accordance with the
11 requirements established by the Agreement and the Court.

12 10. **“Claim Form”** means the proof of claim form substantially in the form attached as Exhibit
13 C.

14 11. **“Claims Submission Deadline”** means the date by which Claim Forms must be
15 postmarked or electronically submitted to be considered timely for participation in any monetary benefits
16 of the Settlement. The Claims Submission Deadline shall be 60 days after the Notice Date.

17 12. **“Class Notice”** means the Notice of Proposed Settlement of Class Action, which shall
18 include the Short-Form Notice and Long-Form Notice, substantially in the forms attached as Exhibits A
19 and B, respectively, as approved by the Court.

20 13. **“Class Period”** means the time period between July 20, 2021 and September 22, 2023.

21 14. **“Effective Date”** means the date on which the Final Approval Order and Final Judgment
22 become Final.

23 15. **“Final”** means, with respect to any judicial ruling or order granting final approval and/or
24 final judgment, that: (a) either no appeal, motion for reconsideration, and/or rehearing, or petition for writ
25 of certiorari has been filed and the time has expired to file such an appeal, motion, and/or petition; or (b)
26 an appeal, motion for reconsideration, and/or rehearing, or petition for a writ of certiorari has been filed
27 and the judicial ruling or order has been affirmed with no further right of review, or such appeal, motion,
28 and/or petition has been denied or dismissed with no further right of review. Any proceeding or order, or

1 any appeal or petition for a writ of certiorari pertaining solely to any application for attorneys’ fees or
2 expenses associated with this Settlement will not in any way delay or preclude the judgment from
3 becoming Final.

4 16. **“Final Approval Hearing”** means the hearing that is to take place after the entry of the
5 Preliminary Approval Order and after the Notice Date for purposes of: (a) entering a Final Approval Order
6 and Final Judgment and dismissing the Action with prejudice; (b) determining whether the Settlement
7 should be approved as fair, reasonable, and adequate; (c) ruling upon an application for a Service Award
8 by the Settlement Class Representatives; and (d) ruling upon an application by Settlement Class Counsel
9 for an Attorneys’ Fees and Expenses Award.

10 17. **“Final Approval Order”** means the order finally approving the terms of this Settlement
11 Agreement.

12 18. **“Final Judgment”** means a separate judgment to be entered by the Court, pursuant to
13 Federal Rule of Civil Procedure 58(a), dismissing the Action with prejudice.

14 19. **“Net Settlement Fund”** means the Qualified Settlement Fund less: (i) the Attorneys’ Fees
15 and Expenses Award; (ii) Service Awards; (iii) Notice and Administration Costs; and (iv) such other costs,
16 expenses, or amounts as may be awarded or allowed by the Court.

17 20. **“Notice”** or **“Notice Plan”** means the dissemination of Class Notice to the Class.

18 21. **“Notice and Administration Costs”** means the reasonable and necessary (i) costs, fees,
19 and expenses that are incurred in connection with providing Notice to the Settlement Class; and (ii) costs,
20 fees, and expenses that are incurred in connection with administering the claims process and allocating
21 and distributing payments to Settlement Class Members.

22 22. **“Notice Date”** means the date upon which the Class Notice is first disseminated, which
23 shall be no later than thirty (30) days after Preliminary Approval Order is issued.

24 23. **“Objection Deadline”** means the date by which a Settlement Class Member must serve a
25 written objection, if any, to the Settlement. Untimely objections and objections not meeting the terms of
26 this Settlement will be deemed overruled. The Objection Deadline shall be 60 days after the Notice Date,
27 such date being subject to approval or modification by the Court.

28 24. **“Operative Complaint”** means the First Amended Complaint filed on August 2, 2023.

1 25. **“Opt-Out Deadline”** means the date identified in the Preliminary Approval Order and
2 Class Notice by which a Request to opt out must be filed in writing with the Settlement Administrator in
3 accordance with this Settlement Agreement in order for a potential Settlement Class Member to be
4 excluded from the Settlement Class. The Opt-Out Deadline shall be 60 days after the Notice Date, such
5 date being subject to approval or modification by the Court.

6 26. **“Plan of Allocation”** means the proposed plan of allocation of the Net Settlement Fund or
7 such other plan of allocation as the Court may approve.

8 27. **“Preliminary Approval Order”** means the Order by this Court preliminarily approving
9 the Settlement, providing for Notice to the Settlement Class, and other related matters.

10 28. **“Qualified Settlement Fund”** means the non-reversionary cash settlement common fund
11 for the benefit of the Settlement Class in the amount of Eight Hundred and Fifty Thousand U.S. Dollars
12 (\$850,000.00).

13 29. **“Released Claims”** means all claims that are alleged in the Action, or that could have been
14 pled based on the facts alleged in the Action and that arose during the Class Period.

15 30. **“Released Parties”** means Times Internet (UK) Ltd., its affiliates, and each of their
16 respective past, present, and future vendors, customers, agents, employees, representatives, officers,
17 directors, shareholders, affiliated entities and corporations, accountants, insurers, receivers, advisors,
18 consultants, partners, partnerships, parents, divisions, subsidiaries, assigns, agents, attorneys, independent
19 contractors, managers, members, franchisees, joint venturers, investors, creditors, service providers,
20 commonly controlled entities, equity holders, licensees, and assigns, and any successors, heirs, and
21 predecessors in interest of any of the foregoing.

22 31. **“Releasing Parties”** means the Settlement Class Representatives and each of the
23 Settlement Class Members, and each of their respective agents, representatives, accountants, insurers,
24 receivers, advisors, consultants, partners, agents, assigns, attorneys, and any successors, heirs, and
25 predecessors in interest of any of the foregoing.

26 32. **“Request to Opt-Out”** means a written request from a potential Settlement Class Member
27 who seeks to opt out of the Settlement Classes, which is postmarked by the Opt-Out Deadline and complies
28 with all requirements of this Settlement.

1 33. “Service Award(s)” means the incentive/service awards for the Settlement Class
2 Representatives as approved by the Court.

3 34. “Settlement” means the settlement embodied in this agreement, including all attached
4 Exhibits (which are an integral part of this agreement and are incorporated in their entirety by reference).

5 35. “Settlement Administrator” means the firm Simpluris, Inc.

6 36. “Settlement Class” means all persons in the United States who subscribed to Willow TV
7 and watched pre-recorded videos on willow.tv at any time during the Class Period.

8 37. “Settlement Class Counsel” means the law firm of HammondLaw, P.C.

9 38. “Settlement Class Member(s)” means any and all persons who fall within the definitions
10 of the Settlement Class.

11 39. “Settlement Class Representatives” means Plaintiffs.

12 **III. SETTLEMENT CLASS CERTIFICATION**

13 40. For purposes of settlement only, the Parties agree to seek provisional certification of the
14 Settlement Class for the Class Period, pursuant to Federal Rules of Civil Procedure 23(e) and 23(b)(3).

15 41. Defendant does not consent to certification of the Settlement Class (or to the propriety of
16 class treatment) for any purpose other than to effectuate the settlement of this Action. Defendant’s
17 agreement to provisional certification does not constitute an admission of wrongdoing, fault, liability, or
18 damage of any kind to the Settlement Class Representatives or any of the provisional Settlement Class
19 Members, or the appropriateness of certification of any class for purposes other than this Settlement.

20 42. If this Agreement is terminated pursuant to its terms, disapproved by any court (including
21 any appellate court), and/or not consummated for any reason, or the Effective Date for any reason does
22 not occur, the Agreement shall be void, the order certifying the Settlement Class for purposes of
23 effectuating the Settlement and all preliminary and/or Final findings regarding that class certification order
24 shall be automatically vacated upon notice of the same to the Court, the Action shall proceed as though
25 the Settlement Class had never been certified pursuant to this Agreement and such findings had never been
26 made.

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1 **IV. SETTLEMENT CLASS SIZE AND CONSIDERATION**

2 43. This settlement was negotiated and entered into in reliance on Defendant’s representation
3 that there are an estimated 75,830 members in the Class. Plaintiffs and Class Counsel expressly relied on
4 this representation in agreeing to the terms of the settlement, including the Qualified Settlement Fund.

5 44. In consideration for the dismissal of the Action with prejudice and the Release provided in
6 this Agreement, Defendant agrees to pay the Qualified Settlement Fund in the manner described below.

7 45. All valid claims paid to Settlement Class Members, Service Awards to the Settlement Class
8 Representatives approved by the Court, Attorneys’ Fees and Expenses Award (in the amount determined
9 by the Court), and Notice and Administration Costs, shall be paid from the Qualified Settlement Fund. In
10 no event shall Defendant be liable under this Agreement for payment of claims paid to Settlement Class
11 Members, Service Awards to the Settlement Class Representatives, Attorneys’ Fees and Expenses Award,
12 or Notice and Administration Costs beyond the payment of the amount of the Qualified Settlement Fund.

13 46. No later than thirty (30) calendar days after the Court’s entry of the Final Approval Order,
14 Defendant shall cause to be paid an amount equal to the Qualified Settlement Fund to be administered by
15 the Settlement Administrator pursuant to the terms of this Agreement. No appeal shall affect this
16 Paragraph’s funding obligation. If this Agreement is terminated pursuant to its terms, disapproved by any
17 court (including any appellate court), and/or does not become Final for any reason, or the Effective Date
18 for any reason does not occur, then all funds from the Qualified Settlement Fund shall be promptly released
19 and returned to Defendant (along with all accrued interest).

20 **V. SUBMISSION OF SETTLEMENT AGREEMENT TO COURT**

21 47. Solely for purposes of implementing this Agreement and effectuating the proposed
22 Settlement, the Parties agree and stipulate that Settlement Class Counsel shall submit to the Court a motion
23 for preliminary approval of the Settlement together with the Preliminary Approval Order. At least seven
24 (7) days before filing a motion for preliminary approval, Class Counsel shall provide a draft motion for
25 preliminary approval for Defendant to review and provide input. Among other things, Settlement Class
26 Counsel will seek a Preliminary Approval Order that shall:

- 27 a. Approve the Notice Plan and Class Notice, substantially in the form set forth at Exhibits
28 A-B;

- b. Find that the requirements for provisional certification of the Settlement Class have been satisfied, appoint the Settlement Class Representatives as the representatives of the provisional Settlement Class and Settlement Class Counsel as counsel for the provisional Settlement Class, and preliminarily approve the Settlement as being within the range of reasonableness such that the Class Notice should be provided pursuant to this Agreement according to the Notice Plan;
- c. Provide that Settlement Class Members will have until the Claims Submission Deadline to submit a Claim Form;
- d. Provide that any objections by any Settlement Class Member to the certification of the Settlement Class and the proposed Settlement contained in this Agreement, and/or the entry of the Final Approval Order and Final Judgment, shall be heard and any papers submitted in support of said objections shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection Deadline, such objector files with the Court a written objection and notice of the objector's intention to appear, and otherwise complies with the requirements of this Agreement;
- e. Schedule the Final Approval Hearing on a date selected by the Court, to be provided in the Preliminary Approval Order, and in compliance with applicable law, to determine whether the Settlement should be approved as fair, reasonable, and adequate, and to determine whether a Final Approval Order and Final Judgment should be entered;
- f. Provide that all Settlement Class Members will be bound by the Final Approval Order and Final Judgment dismissing the Action with prejudice, except those Settlement Class Members who timely file a valid written Request to Opt-Out in accordance with this Agreement and the Class Notice; and
- g. Pending the Final Approval Hearing, stay all proceedings in the Action, other than the proceedings necessary to carry out or enforce the terms and conditions of this Agreement and Preliminary Approval Order.

48. Following the entry of the Preliminary Approval Order, the Class Notice shall be given and published in the manner set forth in the Agreement and approved by the Court.

1 rule, and legal doctrine similar, comparable, or equivalent to California Civil Code Section 1542, which
2 provides as follows:

3 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT**
4 **THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR**
5 **SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF**
6 **EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR**
7 **HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER**
8 **SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

9 52. In connection with such waiver and relinquishment, the Settlement Class Representatives
10 hereby acknowledge, and the Settlement Class Members shall be deemed by operation of the Final
11 Approval Order and Final Judgment to have acknowledged, that they are aware that they or their attorneys
12 may hereafter discover claims or facts in addition to or different from those that they now know or believe
13 exist with respect to the Released Claims, but that it is their intention to hereby fully, finally, and forever
14 settle and release all of the Released Claims against the Released Parties.

15 53. The Settlement Class Representatives expressly acknowledge that they have been advised
16 by their attorneys of the contents and effect of Section 1542, and with knowledge, each of the Settlement
17 Class Representatives hereby expressly waives whatever benefits he may have had pursuant to such
18 section. The Parties acknowledge that the foregoing waiver was separately bargained for and is a material
19 element of the Settlement of which this Release is a part.

20 **VII. ATTORNEYS' FEES AND EXPENSES AND SERVICE AWARDS**

21 54. Settlement Class Counsel may apply to the Court for an award of reasonable attorneys'
22 fees incurred in the case as a percentage of the value conferred on the Settlement Class of no more than
23 33% of the Qualified Settlement Fund. Settlement Class Counsel may also apply to the Court for
24 reimbursement of actual litigation costs and expenses. Defendant shall not object to the Attorneys' Fees
25 and Expenses Award that the Court deems appropriate being paid out of the Qualified Settlement Fund.
26 The Attorneys' Fees and Expenses Award determined by the Court will be paid from the Qualified
27 Settlement Fund within 30 days after the Effective Date occurs.

28 55. Settlement Class Counsel's application for an Attorneys' Fees and Expenses Award is
subject to Court approval, and a reduction in the Attorneys' Fees and Expenses Award, or other settlement
enhancements awarded by the Court is not a basis for the Settlement Class Representatives, on their own

1 behalf or on behalf of the Settlement Class, or Settlement Class Counsel to void, rescind, or terminate this
2 Settlement Agreement.

3 56. The Parties agree that Settlement Class Counsel may apply on behalf of the Settlement
4 Class Representatives to the Court for a Service Award to each of them not to exceed \$7,500.00 for their
5 services as Settlement Class Representatives. Any Service Award(s) approved by the Court shall be paid
6 from the Qualified Settlement Fund within thirty (30) days after the Effective Date occurs. Defendant
7 will not oppose the amount the Court deems appropriate being paid out of the Qualified Settlement Fund.
8 The amount of any such Service Award approved by the Court shall not be grounds for the Settlement
9 Class Representatives to void, rescind, or terminate this Settlement Agreement.

10 57. Defendant's non-opposition to the Service Awards shall not be construed as an admission
11 regarding the appropriateness of class certification or the adequacy of any Class Representative outside of
12 the settlement context.

13 **VIII. NOTICE AND SETTLEMENT ADMINISTRATION**

14 58. The Settlement Administrator shall commence Class Notice under the Notice Plan
15 promptly after entry of the Preliminary Approval Order.

16 59. The Notice Plan shall consist of the following:

- 17 a. Settlement Class List. No later than fourteen (14) days after Preliminary Approval,
18 Defendant shall produce to the Settlement Administrator an electronic list from its records
19 that includes the names and email addresses, to the extent available, belonging to the
20 Settlement Class Members.
- 21 b. Direct Notice. No later than the Notice Date, the Settlement Administrator shall send
22 Notice via email substantially in the form attached as Exhibit A, along with an electronic
23 link to the Claim Form, to all Settlement Class Members for whom a valid email address
24 is available in the Class List.
- 25 c. Reminder Notice. Both thirty (30) days prior to the Claims Submission Deadline and
26 seven (7) days prior to the Claims Submission Deadline, the Settlement Administrator
27 shall again send Notice via email substantially in the form attached as Exhibit A (with
28 minor, non-material modifications to indicate that it is a reminder email rather than an

1 initial notice), along with an electronic link to the Claim Form, to all Settlement Class
2 Members for whom a valid email address is available in the Class List.

3 d. For those emails that bounce back, the Settlement Administrator shall promptly perform
4 an in-depth search for a valid email address and resend the Notice to that updated email
5 address.

6 e. Settlement Website. Within fourteen (14) days from entry of the Preliminary Approval
7 Order, Notice shall be provided on a website which shall be administered and maintained
8 by the Settlement Administrator and shall include the ability to file Claim Forms online.
9 The Notice provided on the Settlement Website shall be substantially in the form of
10 Exhibit B hereto.

11 60. Settlement Class Members who wish to receive a payment will be required to submit a
12 Claim Form. The Claim Forms shall be submitted to the Settlement Administrator electronically. To be
13 valid, Claim Forms must be received by the Settlement Administrator by the Claims Submission Deadline.

14 61. The Class Notice shall set forth the procedure whereby members of the Settlement Class
15 may exclude themselves from the Settlement by submitting a Request to Opt-Out to the Settlement
16 Administrator. Requests to Opt-Out must be submitted by the Opt-Out Deadline. Any member of the
17 Settlement Class who does not timely and validly submit a Request to Opt-Out shall be bound by the terms
18 of this Settlement. As soon as practicable after the Opt-Out Deadline, the Settlement Administrator shall
19 provide the Court with a list of the individuals who timely and validly requested to opt-out from the
20 Settlement. Any member of the Settlement Class who submits a timely Request to Opt-Out may not file
21 an objection to the Settlement and shall be deemed to have waived any and all rights and benefits under
22 this Settlement.

23 62. The Settlement Administrator shall determine whether a submitted Claim Form meets the
24 requirements set forth in this Settlement Agreement. Each Claim Form shall be submitted to and reviewed
25 by the Settlement Administrator, who shall determine whether each claim shall be allowed. The Settlement
26 Administrator shall use best practices and all reasonable efforts and means to identify and reject duplicate
27 and/or fraudulent claims, including, without limitation, indexing all payments provided to the Settlement
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1 Class Members. Payment under this Settlement will only be made to Settlement Class Members who
2 submit valid claims.

3 63. If a Claim Form does not substantially comply with the formal requirements set forth in
4 this Settlement and/or in the Claim Form instructions, the Settlement Administrator shall promptly notify
5 the claimant of the noncompliance using the contact information provided in the Claim Form. If the
6 claimant fails to cure the noncompliance within 14 days after the Settlement Administrator has notified
7 the claimant of the noncompliance, the Claim Form shall be rejected as not meeting the terms and
8 conditions of this Settlement for receipt of a payment from the Net Settlement Fund. Any claimant who
9 does not submit a valid and timely Request to Opt-Out, and whose Claim Form is rejected by the
10 Settlement Administrator, shall be deemed to be a Settlement Class Member upon expiration of the Opt-
11 Out Deadline, and shall be bound by all subsequent proceedings, orders, and judgments applicable to the
12 Settlement Class.

13 64. Where a good faith basis exists, the Settlement Administrator may reject a Claim Form for
14 the following reasons: (a) the Claim Form is fraudulent; (b) the Claim Form is duplicative of another
15 Claim Form; (c) the person submitting the Claim Form is not a Settlement Class Member; (d) the person
16 submitting the Claim Form requests that payment be made to a person or entity other than the Settlement
17 Class Member for whom the Claim Form is submitted; (e) the Claim Form is not timely submitted; or (f)
18 the Claim Form otherwise does not meet the requirements of this Settlement Agreement. Settlement Class
19 Counsel and Defendant's Counsel shall be provided copies of all rejection determinations along with
20 information sufficient to permit the parties to analyze with the basis for the rejection. If Settlement Class
21 Counsel and Defendant's Counsel believe that any rejection was inappropriate but cannot agree on a
22 resolution of the claimant's claim, the decision of the Settlement Administrator shall be final. No person
23 shall have any claim against Defendant, Defense Counsel, Settlement Class Representatives, Settlement
24 Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions,
25 or awards made in accordance with this Settlement.

26 65. The Settlement Administrator shall serve notice of the Settlement Agreement that meets
27 the requirements of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, on the appropriate federal
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1 and state officials no later than ten (10) days following the filing of this Settlement Agreement with the
2 Court.

3 66. The Settlement Administrator will provide information as agreed between Settlement Class
4 Counsel and the Settlement Administrator, including weekly written reports on the submissions of claims,
5 objections, and Requests to Opt-Out.

6 **IX. PLAN OF ALLOCATION**

7 67. This is a common fund settlement. There will be no reversion of the Qualified Settlement
8 Fund to Defendant upon the occurrence of the Effective Date irrespective of the number of Claims paid,
9 or the amounts to be paid to Authorized Claimants from the Net Settlement Fund.

10 68. Settlement Class Members shall have until the Claims Submission Deadline to submit an
11 Approved Claim. Each Settlement Class Member with an Approved Claim shall be entitled to a pro rata
12 portion of the Net Settlement Fund based on the estimated class size of 75,830 members, by electronic
13 payment method approved by the Settlement Administrator or a check, based on the election made by
14 each Settlement Class Member, after deducting the Settlement Administration Expenses, any Fee Award,
15 and any Service Awards.

16 69. The Settlement Administrator shall pay all Approved Claims within forty-five (45) days
17 after the Effective Date.

18 70. All payments issued to Settlement Class Members will expire and become null and void
19 unless cashed within ninety (90) days after the date of issuance.

20 71. If, after completion of the initial distribution of payments to the Settlement Class Members
21 and expiration of the 90-day period after the date of issuance, there remains more than \$100,000 in the
22 Net Settlement Fund, the Settlement Administrator shall conduct a secondary distribution of the remaining
23 funds to those Settlement Class Members who received an initial settlement payment. Administrative
24 costs associated with the secondary distribution shall deducted from the Net Settlement Fund comprised
25 of residual funds. Such secondary distribution shall be made on a pro rata basis and only to Settlement
26 Class Members whose initial payments were successfully delivered and not returned or canceled.

27 72. If, after completion of the initial distribution of payments to the Settlement Class Members
28 and expiration of the 90-day period after the date of issuance, there remains less than \$100,000.01 in the

1 Net Settlement Fund, or if any residual funds remain after the secondary distribution, those funds shall
2 revert to the following *cy pres* beneficiary mutually agreed to by the Parties: the Charlotte Edwards
3 Foundation, a 501(c)(3) nonprofit organization.

4 **X. OPT-OUTS**

5 73. Any individual who wishes to exclude themselves from the Settlement must submit an opt-
6 out form to the Settlement Administrator requesting exclusion, which shall be electronically submitted no
7 later than the Opt-Out Deadline.

8 74. The Request to Opt-Out must:

- 9 a. Identify the case name of the Action;
- 10 b. Identify the name and address of the individual seeking exclusion from the Settlement;
- 11 c. Be personally signed by the individual seeking exclusion;
- 12 d. Include a statement clearly indicating the individual’s intent to be excluded from the
13 Settlement; and
- 14 e. Request exclusion only for that one individual whose personal signature appears on the
15 request.

16 75. Opt-out requests seeking exclusion on behalf of more than one individual shall be deemed
17 invalid by the Settlement Administrator.

18 76. Any individual who submits a valid and timely Request to Opt-Out in substantial
19 compliance with the requirements described herein shall not: (i) be bound by any orders or judgments
20 entered in connection with the Settlement; (ii) be entitled to any relief under, or be affected by, the
21 Agreement; (iii) gain any rights by virtue of the Agreement; or (iv) be entitled to object to any aspect of
22 the Settlement.

23 77. All signatories and counsel must not encourage opt-outs or objections. Counsel for
24 Plaintiffs and Counsel for Defendant specifically agree not to solicit opt-outs or objections, directly or
25 indirectly, through any means.

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XI. OBJECTIONS

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2 78. Any Settlement Class Member who wishes to object to the Settlement must timely file a
3 written objection with the U.S. District Court for the Northern District of California, Case No. 23-cv-
4 03594, on or before the Objection Deadline, as specified in the Preliminary Approval Order.

5 79. The objection must include:

- 6 a. The case name and number of the Action;
- 7 b. The full name, address, telephone number, and email address of the objecting Settlement
- 8 Class Member and, if represented by counsel, of his/her counsel;
- 9 c. A statement of whether the objection applies only to the objector or to the entire class;
- 10 d. A statement of the number of times that the objector (and, where applicable, objector’s
- 11 counsel) has objected to a class action settlement, along with the caption of each case in
- 12 which the objector has made such objection;
- 13 e. A statement whether the objector has sold or otherwise transferred the right to their
- 14 recovery in this Action to another person or entity, and, if so, the identity of that person or
- 15 entity;
- 16 f. A statement of the specific grounds for the objection, including any legal and factual
- 17 support and any evidence in support of the objection;
- 18 g. A statement of whether the objecting Settlement Class Member intends to appear at the
- 19 Final Approval Hearing, and if so, whether personally or through counsel; and
- 20 h. The objector’s signature.

21 80. Any Settlement Class Member who fails to substantially comply with the requirements in
22 this Agreement governing objections shall be deemed to have waived any such objection, shall not be
23 permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be
24 precluded from seeking any review of the Settlement or the terms of this Agreement by appeal or any
25 other means.

26 **XII. MUTUALLY AGREED COMPLIANCE MEASURES**

27 81. Without admitting liability or wrongdoing, and solely for settlement purposes, Defendant
28 states:

- 1 a. Willow removed the Meta Pixel from its website on or about September 22, 2023, after
- 2 Plaintiffs filed the Action;
- 3 b. Since removal of the Meta Pixel from its website on or about September 22, 2023, Willow
- 4 has not reinstalled or otherwise re-enabled the Meta Pixel on its website or other video
- 5 platforms and has no present plans to reinstall or otherwise re-enable the Meta Pixel at this
- 6 time; and
- 7 c. Willow affirms that it will remain in compliance with the VPPA. Nothing in this section
- 8 shall be construed to prohibit Defendant from deploying analytics or advertising
- 9 technologies.

10 82. Defendant further agrees it has implemented the following changes:

- 11 a. Willow implemented a pop-up notification on its desktop website regarding cookies
- 12 and other tracking technologies; and
- 13 b. Willow revised the language next to the checkbox on its subscription page so that
- 14 the box is no longer pre-checked, and the accompanying text has been updated to read: “By
- 15 checking this box and clicking “REGISTER,’ I confirm that I have read and agree to
- 16 Willow TV’s updated Terms of Service and acknowledge the Privacy Policy” with
- 17 hyperlinks to both.

18 **XIII. MODIFICATION OR TERMINATION OF SETTLEMENT**

19 83. This Agreement may be amended or modified only by a written instrument signed by or

20 on behalf of all Parties or their respective successors-in-interest and approval of the Court.

21 84. This Agreement and any Exhibits attached hereto constitute the entire agreement among

22 the Parties, and no representations, warranties, or inducements have been made to any Party concerning

23 this Agreement or its Exhibits other than the representations, warranties, and covenants covered and

24 memorialized in such documents.

25 85. If any Party institutes any legal action or other proceeding against another Party or Parties

26 to enforce this Agreement or to declare rights and/or obligations under this Agreement, the prevailing

27 party will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys’ fees and costs

28 incurred in connection with any such action.

XIV. NO DISPARAGEMENT

1
2 86. The Parties agree that they will not make or publish written statements which are
3 disparaging to the reputation of the other or their current or former corporate parents and affiliates.

XV. TAX MATTERS

4
5 87. The Settlement Administrator shall comply with all legal requirements regarding tax
6 withholding, tax reporting, and tax compliance (including filing all tax returns and other returns).

7 88. Notwithstanding anything in this Agreement to the contrary, the Settlement Administrator
8 is hereby authorized and instructed to deduct and/or withhold from distribution to Authorized Claimants
9 any (i) taxes required to be deducted or withheld by law (including under Treas. Reg. § 1.468B-2(l)(2), if
10 applicable) and (ii) any funds necessary to pay taxes or tax expenses. Any amount deducted or withheld
11 in accordance with this Paragraph shall be treated as having been paid to the person in respect of whom
12 such deduction or withholding was made.

13 89. The Parties agree to treat the Qualified Settlement Fund at all times as a qualified settlement
14 fund for U.S. federal income tax purposes within the meaning of Treas. Reg. §§ 1.468B-1 through 1.468B-
15 5. The Parties and the Settlement Administrator shall, and shall cause their affiliates to, take any action
16 reasonably necessary to ensure the Qualified Settlement Fund satisfies the requirements of Treas. Reg. §§
17 1.468B-1 through 1.468B-5 (including the requirement to ensure that economic performance occurs at the
18 time of the transfer to the Qualified Settlement Fund pursuant to Treas. Reg. § 1.468B-3(c)). The
19 Settlement Administrator shall be, and hereby is, appointed the “administrator” within the meaning of
20 Treas. Reg. § 1.468B-2(k)(3).

21 90. The Parties agree that Defendant shall not have any liability or responsibility for the taxes
22 or the tax expenses related to the Qualified Settlement Fund other than those paid from the Qualified
23 Settlement Fund.

24 91. The Parties agree to cooperate with the Settlement Administrator (and any person other
25 than the Settlement Administrator that serves as the administrator of the Qualified Settlement Fund), each
26 other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions
27 of this Agreement.

28 ///

XVI. MISCELLANEOUS PROVISIONS

1
2 92. Unless otherwise specifically provided herein, all notices, demands, or other
3 communications given hereunder shall be in writing and shall be deemed to have been duly given as of
4 the third business day after mailing by United States registered or certified mail, return receipt requested,
5 addressed as follows:

6
7 To the Settlement Class Representatives and the Settlement Class:

8 Julian Hammond
9 HammondLaw P.C.
10 1201 Pacific Ave, 6th Floor
11 Tacoma, WA 98402

12 To Counsel for Defendant:

13 Ruby H. Kazi
14 Matthew P. Farrell
15 Benesch, Friedlander, Coplan & Aronoff LLP
16 100 Pine Street, Suite 3100
17 San Francisco, California 94111

18 93. All of the Exhibits to this Agreement are an integral part of the Settlement and are
19 incorporated by reference as though fully set forth herein.

20 94. The Parties agree that the Recitals are contractual in nature and form a material part of this
21 Agreement.

22 95. No extrinsic evidence or parol evidence shall be used to interpret, explain, construe,
23 contradict, or clarify this Agreement, its terms, the intent of the Parties or their counsel, or the
24 circumstances under which this Agreement was made or executed. This Agreement supersedes all prior
25 negotiations and agreements. The Parties expressly agree that the terms and conditions of this Agreement
26 will control over any other written or oral agreements.

27 96. Unless otherwise noted, all references to “days” in this Agreement shall be to calendar
28 days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal
holiday, such date or deadline shall be on the first business day thereafter.

1 97. Absent agreement by Defendant, in no case will any information related to the terms of
2 this settlement be made public before Plaintiffs file their motion for preliminary approval of the
3 Settlement. This provision does not prevent the Parties from filing a Notice of Settlement with the Court.

4 98. The Parties to this Action and any other Released Parties shall have the right to file the
5 Agreement and/or the Final Approval Order and Final Judgment in any action that may be brought against
6 them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel,
7 release, good-faith settlement, judgment bar, reduction, or any other theory of claim preclusion or issue
8 preclusion or similar defense or counterclaim.

9 99. The waiver by one Party of any breach of this Agreement by any other Party shall not be
10 deemed a waiver of any other prior or subsequent breach of this Agreement.

11 100. This Agreement may be executed in counterparts, each of which shall be deemed an
12 original and all of which, when taken together, shall constitute one and the same instrument. Signatures
13 submitted by email, PDF via DocuSign, or facsimile shall also be considered originals. The date of
14 execution shall be the latest date on which any Party signs this Agreement.

15 101. The Parties hereto and their respective counsel agree that they will use their best efforts to
16 obtain all necessary approvals of the Court required by this Agreement, including to obtain a Final
17 Approval Order and Final Judgment approving the Settlement.

18 102. This Agreement shall be binding upon and shall inure to the benefit of the successors and
19 assigns of the Parties hereto, including any and all Released Parties and any corporation, partnership, or
20 other entity into or with which any Party hereto may merge, consolidate, or reorganize, each of which is
21 entitled to enforce this Agreement.

22 103. This Agreement was jointly drafted by the Parties. Settlement Class Representatives,
23 Settlement Class Members, and Defendant shall not be deemed to be the drafters of this Agreement or of
24 any particular provision, nor shall they argue that any particular provision should be construed against its
25 drafter or otherwise resort to the contra proferentem canon of construction. Accordingly, this Agreement
26 should not be construed in favor of or against one Party as the drafter, and the Parties agree that the
27 provisions of California Civil Code § 1654 and common law principles of construing ambiguities against
28 the drafter shall have no application.

1 104. This Agreement shall be governed by and construed in accordance with the laws of the
2 State of California, without regard to any conflict of laws principles that would result in applying the
3 substantive law of a jurisdiction other than the State of California.

4 105. The headings used in this Agreement are inserted merely for the convenience of the reader
5 and shall not affect the meaning or interpretation of this Agreement.

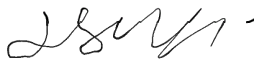
6 106. In construing this Agreement, the use of the singular includes the plural (and vice-versa)
7 and the use of the masculine includes the feminine (and vice-versa).

8 IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have duly
9 executed this Agreement as of the date set forth below.

10

11 **Plaintiff Hari Kishore**

12

13 By:  Date: 12/19/2025

14 Name: Hari Kishore

15

16 **Plaintiff Brett Walker**

17

18 By: Brett Walker Date: 12/16/2025

19 Name: Brett Walker

20

21 **Defendant Times Internet (UK) Ltd. d/b/a WillowTV**

22

23 By: _____ Date: _____

24 Name: Priya Dinesh

25

26

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1 104. This Agreement shall be governed by and construed in accordance with the laws of the
2 State of California, without regard to any conflict of laws principles that would result in applying the
3 substantive law of a jurisdiction other than the State of California.

4 105. The headings used in this Agreement are inserted merely for the convenience of the reader
5 and shall not affect the meaning or interpretation of this Agreement.

6 106. In construing this Agreement, the use of the singular includes the plural (and vice-versa)
7 and the use of the masculine includes the feminine (and vice-versa).

8 IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have duly
9 executed this Agreement as of the date set forth below.

10

11 **Plaintiff Hari Kishore**

12

13 By: _____ Date: _____

14 Name: Hari Kishore

15

16 **Plaintiff Brett Walker**

17

18 By: _____ Date: _____

19 Name: Brett Walker

20

21 **Defendant Times Internet (UK) Ltd. d/b/a WillowTV**

22

23 By: Priya _____ Date: 18/12/2025

24 Name: Priya Dinesh


25

26

27

28

1 APPROVED AS TO FORM AND CONTENT (AND AGREED, WHERE APPLICABLE):

2
3 By: 

4 Julian Hammond (SBN 268489)
5 jhammond@Hammondlawpc.com
6 Ari Cherniak (SBN 290071)
7 acherniak@Hammondlawpc.com
8 Polina Brandler (SBN 269086)
9 pbrandler@Hammondlawpc.com
10 HAMMONDLAW, P.C.
11 1201 Pacific Ave, 6th Floor
12 Tacoma, WA 98402
13 Telephone: (310) 601-6766
14 Facsimile: (310) 295-2385 (Fax)
15 *Attorneys for Plaintiffs and the Putative Classes*

By:

Ruby H. Kazi (CA 243872)
rkazi@beneschlaw.com
Matthew P. Farrell (CA 342601)
mpfarrell@beneschlaw.com
BENESCH, FRIEDLANDER, COPLAN &
ARONOFF LLP
100 Pine Street, Suite 3100
San Francisco, California 94111
Telephone: 628.600.2250
Facsimile: 628.221.5828
Attorneys for Defendant

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Exhibit A:
Short-Form Notice

THIS IS A COURT APPROVED LEGAL NOTICE. YOU ARE NOT BEING SUED.

THIS IS NOT A SOLICITATION FROM A LAWYER.

United States District Court for the Northern District of California
Kishore, et al. v. Times Internet (UK) LTD.
Case No. 4:23-cv-03594-HSG

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

Our records indicate that you subscribed to Willow TV, and watched pre-recorded videos on Willow.tv, between July 20, 2021 and September 22, 2023. You should read this notice as you may be entitled to a payment.

What Is the Lawsuit About?

This lawsuit was brought on behalf of two Willow TV users who allege that Times Internet (UK) LTD. (“Times Internet UK”) purportedly shared or otherwise made accessible to third parties personally identifiable information (“PII”), allegedly without consent, in violation of the Video Privacy Protection Act (the “VPPA”) and California law. The VPPA defines PII to include information which identifies a person as having requested or obtained specific video materials or services from a video tape service provider. Times Internet UK expressly denies any liability or wrongdoing.

Who Is Part of the Settlement Class?

Class Members are all persons who subscribed to Willow TV, and watched pre-recorded videos on Willow.tv, between July 20, 2021 and September 22, 2023.

What Does the Settlement Provide?

If the Settlement is approved by the Court, Times Internet UK will establish a Qualified Settlement Fund of Eight hundred and fifty thousand U.S. dollars (\$850,000.00). The Qualified Settlement Fund will be used to pay all valid claims submitted by Settlement Class Members, as well as notice and administration expenses, attorneys’ fees and costs (up to 33% of the cash value of the Settlement Fund, as well as reasonable expenses), and Service Awards (up to \$7,500.00 each) for the two Settlement Class Representatives.

How Do I Submit a Claim and Get a Payment?

Claim Forms may be submitted online at _____ by 11:59 p.m. PST on **[INSERT CLAIMS SUBMISSION DEADLINE]** You may also contact the Settlement Administrator to request a Claim Form by email **[INSERT EMAIL]**.

Do I Have a Lawyer in the Case?

The Court has appointed Julian Hammond of HammondLaw, P.C. to represent the Settlement Class as Class Counsel.

Your Other Options

If you are a Settlement Class Member and do nothing, your rights will be affected, and you will not receive a payment from this Settlement. If you do not want to be legally bound by the Settlement, you must exclude yourself from it by opting out. The deadline to exclude yourself is **[INSERT OPT OUT DEADLINE]**.

1 Unless you exclude yourself, you will give up any right to sue Times Internet UK based on the legal and
2 factual issues that this Settlement resolves. If you exclude yourself, you cannot get a payment from this
3 Settlement. Settlement Class Members agree to release all claims based on, relating to, or arising out of
the identical factual predicate in the operative complaint.

4 If you stay in the Settlement (i.e., do not exclude yourself), you can ask the Court to deny approval by
5 filing an objection to the Settlement or Class Counsel’s fees by **[INSERT OBJECTION DEADLINE]**.
6 You can give reasons why you think the Court should not approve it. The Court will consider your views.
7 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, no Settlement payments will be sent out, and the lawsuit will continue. If that
is what you want to happen, you should object.

8 Any objection to the proposed settlement must be filed with the Court. If you file a timely written objection,
9 you may, but are not required to, appear at the Final Approval Hearing, either in person or through your
10 own attorney. If you appear through your own attorney, you are responsible for hiring and paying that
11 attorney. All written objections and supporting papers must (a) clearly identify the case name and number
12 (*Kishore, et al. v. Times Internet (UK) LTD.*, Case No. 4:23-cv-03594-HSG), (b) be submitted to the Court
13 either by filing them electronically or in person at any location of the United States District Court for the
Northern District of California, or by mailing them to the Class Action Clerk, United States District Court
for the Northern District of California, Oakland Division, and (c) be filed or postmarked on or before
[INSERT OBJECTION DEADLINE].

14 More information can be found in the Frequently Asked Questions and Class Action Settlement Agreement
15 and Release, which are available at _____. If you have additional questions, you
may contact the Settlement Administrator or Class Counsel.

16 **The Court’s Final Approval Hearing**

17 The Court has scheduled a Final Approval Hearing at **[INSERT TIME]** on **[INSERT FINAL**
18 **APPROVAL HEARING DATE]**. Please check the Settlement Website often to confirm the date, time,
19 and location. At the Final Approval Hearing, the Court will consider whether the Settlement is fair,
20 reasonable, and adequate and whether to approve it. The Court will also consider whether to approve Class
Counsel’s request for an award of attorneys’ fees and expenses, as well as the Settlement Class
Representatives’ Service Awards. If there are objections, the Court will consider them.

21 **This Notice is only a summary of the proposed Settlement. For the precise terms of the Settlement,**
22 **please see the Settlement Agreement by visiting _____, by accessing the**
23 **Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records**
24 **(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, Oakland Division, 1301
Clay Street, Oakland, CA 94612, between 9:00 a.m. and 4:00 p.m., Monday through Friday,
excluding Court holidays.

25 **PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO**
26 **INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

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Exhibit B:
Long-Form Notice

THIS IS A COURT APPROVED LEGAL NOTICE. YOU ARE NOT BEING SUED.
THIS IS NOT A SOLICITATION FROM A LAWYER.

United States District Court for the Northern District of California
Kishore, et al. v. Times Internet (UK) LTD
Case No. 4:23-cv-03594-HSG

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

Our records indicate you subscribed to Willow TV, and watched pre-recorded videos on Willow.tv, between July 20, 2021 and September 22, 2023. You should read this notice as you may be entitled to a payment.

- A Settlement has been reached between Defendant Times Internet (UK) LTD d/b/a Willow TV (“Defendant”) and Plaintiffs in a class action lawsuit pending in the United States District Court for the Northern District of California.

- You are included in this Settlement as a Settlement Class Member if you are a member of the following Settlement Class: all persons who subscribed to Willow TV, and watched pre-recorded videos on Willow.tv, between July 20, 2021, and September 22, 2023.

- Defendant denies that it violated any laws but has agreed to the Settlement to avoid the costs and risks associated with continuing this case.

- Your rights are affected whether you act or don’t act. Please read this Notice carefully.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	The only way to receive a payment from this Settlement is by submitting a timely and properly completed Claim Form that obtains approval from the Settlement Administrator. The Claim Form must be submitted no later than _____, 2026 . You can submit your Claim Form online on the Settlement Website. As a Settlement Class Member, regardless of whether you submit a Claim Form, provided that you do not opt out of the Settlement, if the Settlement is approved by the Court you will give up the right to sue the Defendant in a separate lawsuit about the legal claims or factual allegations this Settlement resolves.	_____, 2026
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to	_____, 2026

	the legal claims and factual allegations resolved by this Settlement. You can choose to hire your own legal counsel at your own expense.	
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a Claim Form.	_____, 2026
DO NOTHING	Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not get a payment from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims or factual allegations resolved by this Settlement.	No Deadline

- These rights and options—and the deadlines to exercise them—are explained in this Notice. The Court in charge of this case still has to decide whether to approve the Settlement.

- This Notice summarizes the proposed Settlement. For the precise terms of the Settlement, please see the Settlement Agreement available at _____, by contacting class counsel, whose contact information is listed below, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <http://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the of the Court for the United States District Court for the Northern District of California, Oakland Division, 1301 Clay Street, Oakland, CA 94612, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

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

1. Why was this Notice Issued?

A federal court authorized this Notice because you have a right to know about the proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

2. What is this lawsuit about?

1 This lawsuit was brought on behalf of Willow TV users who allege that Times Internet (UK) LTD
2 purportedly shared or otherwise made accessible to third parties personally identifiable information
3 (“PII”), allegedly without consent, in violation of the Video Privacy Protection Act (the “VPPA”) and
4 California law. The VPPA defines PII to include information which identifies a person as having requested
5 or obtained specific video materials or services from a video tape service provider.

6 Times Internet (UK) LTD expressly denies any liability or wrongdoing.

7 **3. Why is there a Settlement?**

8 The Court did not decide in favor of Plaintiffs or Defendant. Defendant denies all claims and that it
9 violated any law. Plaintiffs and Defendant agreed to a Settlement to avoid the costs and risks of further
10 litigation, and to allow the Settlement Class Members to receive payments. The Settlement Class
11 Representatives and their attorneys think the Settlement is best for all Settlement Class Members.

12 **4. What does the Settlement provide?**

13 If the Settlement is approved by the Court, Defendant will establish a Settlement Fund of Eight
14 hundred and fifty thousand U.S. dollars (\$850,000.00). The Settlement Fund will be used to pay all valid
15 claims submitted by Settlement Class Members, as well as notice and administration expenses, attorneys’
16 fees and costs (up to 33% of the cash value of the Settlement Fund, as well as reasonable expenses), and
17 Service Awards (up to \$7,500.00 each) for the Settlement Class Representatives.

18 **5. How much will my payment be?**

19 The answer depends on how many Settlement Class Members submit valid claims and how much the
20 Court approves for payment to Class Counsel, the Service Awards, and Notice and Administration Costs.
21 The total amount distributed will be the Qualified Settlement Fund minus any amount awarded by the
22 Court as fees and costs to Class Counsel, any Service Awards to the Settlement Class Representatives,
23 and Notice and Administration Costs, and such other costs, expenses, or amounts as may be awarded or
24 allowed by the Court. The resulting amount is called the “Net Settlement Fund” which will be divided
25 based on the estimated number of Settlement Class Members and distributed to Settlement Class
26 Members who submit valid claims.

27 **6. What claims am I releasing if I stay in the Settlement Class?**

28 Unless you opt out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit
against the Defendant about any of the legal claims this Settlement resolves. The “Released Claims”
section in the Settlement Agreement describes the legal claims that you give up (“release”) if you remain
in the Settlement Class. Released Claims include claims that are pled or could have been pled based on,

1 relating to, or arising out of the identical factual predicate in the operative complaint. The Settlement
2 Agreement and operative complaint can be found at _____ .com.

3 **7. How do I submit a claim and get a payment?**

4
5 Claim Forms may be submitted online at _____ .

6 **8. What is the deadline for submitting a claim?**

7
8 The completed Claim Form must be submitted online by 11:59 p.m. PST on _____ .

9 **9. When will I get my payment?**

10
11 The Court has scheduled a Final Approval Hearing for the Settlement of this case on _____ , 2026
12 at _____ a.m. PST to consider: (1) whether to approve the Settlement; (2) any objections; (3) the requests
13 for awards to the Settlement Class Representatives; and (4) the request for an award of attorneys’ fees
14 and costs to Settlement Class Counsel for their work in this litigation. If the Court approves the
15 Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long
16 it will take to resolve them. Settlement payments will be distributed as soon as possible if the Court grants
17 Final Approval of the Settlement and after any appeals are resolved. The briefs and declarations in support
18 of the Final Approval of the Settlement and the requests described above will be posted on the Settlement
19 Website after they are filed. You may ask to appear at the hearing but you do not have to appear. The
20 date and time of the Final Approval Hearing is also subject to modification by the Court. Please review
21 the Settlement Website for any updated information regarding the final hearing.

22 **10. Do I have lawyers in the case?**

23 Yes. The Court has appointed Julian Hammond of HammondLaw, P.C. to represent the Settlement
24 Class as Class Counsel:

25 Julian Hammond
26 HammondLaw, P.C.
27 1201 Pacific Ave., 6th Floor
28 Tacoma, WA 98402
310-807-1666
www.hammondlawpc.com

You will not be charged for their services.

11. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel works for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

12. How will my lawyers get paid?

Class Counsel will ask the Court for an award of attorneys’ fees not to exceed 33% of the Qualified Settlement Fund, as well as reasonable expenses incurred in the litigation. They will also ask the Court to approve a service award for each of the Settlement Class Representatives not to exceed \$7,500.00 each. The Court may award less than these amounts. If approved, these fees, costs and awards will be paid from the Qualified Settlement Fund.

13. How do I opt out of the Settlement?

If you do not want to receive any benefits from the Settlement, and you want to keep your right, if any, to separately sue the Defendant about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called “opting out” of the Settlement Class. The deadline for requesting exclusion from the Settlement is [redacted], 2026.

To exclude yourself from the Settlement, you must submit an opt-out request that includes the following information: (i) the case name of the Action, *Kishore, et al. v. Times Internet (UK) LTD.*, Case No. 4:23-cv-03594-HSG (N.D. Cal.); (ii) your first and last name; (iii) email address, phone number, and mailing address; (iv) your personal signature; and, (v) a statement clearly indicating your intent to be excluded from the Settlement. The request for exclusion must be made only for the individual whose personal signature appears on the request.

If you exclude yourself, you are stating to the Court that you do not want to be part of the Settlement. You will not be eligible to receive a payment from this Settlement if you exclude yourself. You may only exclude yourself – not any other person. Opt-out requests seeking exclusion on behalf of more than one individual will be found invalid by the Settlement Administrator.

Submit your request to opt out electronically at _____ by no later than 11:59 p.m. PST on [redacted], 2026.

14. How do I tell the Court if I like or do not like the Settlement?

1 If you are a Settlement Class Member, you can choose to object to the Settlement if you do not like
2 it or a portion of it. You can ask the Court to deny approval by filing an objection. You can give reasons
3 why you think the Court should not approve it. The Court will consider your views. You can't ask the
4 Court to order a different settlement; the Court can only approve or reject the settlement. If the Court
5 denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you
6 want to happen, you should object. Any comments or objections from Settlement Class Members
regarding the proposed Settlement Agreement must be submitted in writing to the Court either by mailing
them to the Class Action Clerk, United States District Court for the Northern District of California; or by
filing them in person at any location of the United States District Court for the Northern District of
California, and they must be filed or postmarked on or before _____, 2026.

7 **Class Action Clerk**
8 **United States District Court for the Northern District of California**
9 **1301 Clay Street**
Oakland, CA 94612

10 Your objection must include: (i) the case name and number: *Kishore, et al. v. Times Internet (UK)*
11 *LTD.*, Case No. 4:23-cv-03594-HSG (N.D. Cal.); (ii) your full name, address, telephone number, and
12 email address; (iii) a statement of the number of times that you (and, where applicable, your counsel)
13 have objected to a class action settlement, along with the caption of each case in which you (or your
14 counsel) made such objection; (iv) a statement of the specific grounds for the objection, including any
15 legal or factual support and any evidence in support of the objection; (v) a statement of whether you
16 intend to appear at the Final Approval Hearing, and if so, whether personally or through counsel; and
17 (viii) your signature. You or your attorney may speak at the Final Approval Hearing about your objection.
18 You may also appear at the Final Approval Hearing without submitting a written objection upon a
19 showing of good cause.

17 **15. What is the difference between opting out and objecting?**

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

22 **16. When is the Court's Final Approval Hearing?**

23 The Court has scheduled a Final Approval Hearing at [INSERT TIME] on [Insert Final Approval
24 Hearing Date], 2026. If the hearing proceeds in person, it will be held at the Oakland Courthouse,
25 Courtroom 2 – 4th Floor, 1301 Clay Steet, Oakland, CA 94612.

26 At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and
27 adequate. The Court will also consider whether to approve Class Counsel's request for an award of
28 attorneys' fees and expenses, as well as the Settlement Class Representatives' Service Awards. If there
are objections, the Court will consider them. The Court will listen to people who have asked to speak at
the hearing. After the hearing, the Court will decide whether to approve the Settlement.

1 The date or time of the Final Approval Hearing may change. Please check the Settlement Website,
2 _____ for any updates, and to find out whether the Final Approval Hearing will be held
3 in person or by video conference.

4 **17. Do I have to come to the Final Approval Hearing?**

5 No. Class Counsel will answer any questions the Court may have. You may attend at your own
6 expense if you wish. If you file an objection, you do not have to come to the Final Approval Hearing to
7 talk about it. If you file your written objection on time, the Court will consider it. You may also pay your
8 own lawyer to attend, but such attendance is not necessary for the Court to consider your objection if it
9 was filed on time.

10 **18. What happens if I do nothing at all?**

11 If you are a Settlement Class Member and you do nothing, you will give up the rights to start a lawsuit,
12 continue a lawsuit, or be part of any other lawsuit against the Defendant and the Released Parties about
13 the legal issues or factual allegations resolved by this Settlement. In addition, you will not receive a
14 payment from this Settlement.

15 **19. How do I get more information?**

16 This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement
17 Agreement. The Settlement Agreement and other related documents are available at the Settlement
18 Website, _____.

19 If you have additional questions, you may contact the Settlement Administrator by email, phone, or
20 mail:

21 Email: _____

22 Toll-Free: 1-XXX- XXX XXXX

23 Mail: Settlement Administrator, [INSERT ADDRESS]

24 Publicly filed documents can also be obtained by:

- 25 • accessing the Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>;
- 26 • visiting the office of the Clerk of the United States District Court for the Northern District of California at: Office of the Clerk, United States District Court, 1301 Clay Street, Oakland, CA 94612 between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

27 ***Please do not telephone the Court, the Clerk’s Office, or Defendant to inquire about the Settlement or the Claims Process.***

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Exhibit C:
Claim Form

1 UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA
2 Kishore, et al. v. Times Internet (UK) LTD
3 Case No. 4:23-cv-03594-HSG

4 TO RECEIVE A PAYMENT FROM THE SETTLEMENT YOU MUST COMPLETE AND
5 SUBMIT THIS FORM

6 **How To Complete This Claim Form**

- 7 1. You must submit this Claim Form to the Settlement Administrator online at _____
8 _____. You must do so by 11:59 p.m. PDT on _____, 2026.
- 9 2. You must complete the entire Claim Form.
- 10 3. If your Claim Form is incomplete or missing information, the Settlement Administrator may contact
11 you for additional information. If you do not respond by the deadline provided by the Settlement
12 Administrator for you to supply any such additional information, your claim will not be processed,
13 and you will waive your right to receive money under the Settlement.
- 14 4. You may only submit one Claim Form. You must only submit the Claim Form on your own behalf or
15 on behalf of someone for whom you are an authorized legal representative.
- 16 5. Submission of the Claim Form does not guarantee payment. Your Claim Form must be approved by
17 the Settlement Administrator.
- 18 6. If you have any questions, please contact the Settlement Administrator by email at _____ or by U.S.
19 mail at the address listed above.
- 20 7. **You must notify the Settlement Administrator if your contact or payment information changes
21 after you submit your Claim Form. If you do not, even if you submit a valid claim under the
22 Settlement, you may not receive your Settlement payment.**
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Your claim must be submitted online by: _____, 2026

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
Kishore, et al. v. Times Internet (UK) LTD
Case No. 4:23-cv-03594-HSG



Claim Form

I. YOUR CONTACT INFORMATION

Provide your name and current contact information. You must notify the Settlement Administrator if your contact information changes after you submit this form. NOTE: The personal information you provide below will be processed only for purposes of effectuating the Settlement.

First Name

Last Name

Current Phone Number

Email Address

II. SELECT METHOD OF RECEIVING PAYMENT (choose one)

Please select **one** of the following payment options. Please make sure the email or phone number you provide to receive payment matches your contact information above.

- PayPal** - Enter your **PayPal email address**:
- Venmo** - Enter the **mobile number** associated with your Venmo account: _____ - _____ - _____
- Zelle** - Enter the **email address or mobile number** associated with your Zelle account:
- Paper Check via Mail** – Enter your **complete mailing address**:

III. VERIFICATION AND ATTESTATION UNDER OATH

By signing below and submitting this Claim Form, I hereby swear under penalty of perjury that I am the person identified above and the information provided in this Claim Form is true and correct.

Your signature

Date: _____
MM DD YYYY

Your name