

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

MARK LEE, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

SPRINGER NATURE AMERICA, INC.,

Defendant.

Case No. 1:24-cv-04493-LJL

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement” or “Settlement Agreement”) is entered into by and among Plaintiff Mark Lee (“Plaintiff”), on behalf of himself and as a representative of the Settlement Class (as defined herein) and Defendant Springer Nature America, Inc. (“SNAI” or “Defendant”) (collectively with the Plaintiff referred to as the “Parties”). This Agreement is intended by the Parties to fully, finally and forever resolve, discharge, and settle the Released Claims (as defined herein), upon and subject to the terms and conditions of this Agreement, and subject to the final approval of the Court.

RECITALS

1. On June 12, 2024, Plaintiff filed a putative class action complaint against SNAI in the United States District Court for the Southern District of New York (the “Action”) alleging violations of the Video Privacy Protection Act, 18 U.S.C. § 2710 *et seq.* (the “VPPA”). ECF No. 1.

2. On August 23, 2024, Defendant filed a Motion to Dismiss Plaintiff’s Complaint under Fed. R. Civ. P 12(b)(1) and 12(b)(6). ECF No. 13-14. Plaintiff opposed Defendant’s Motion to Dismiss and moved to strike Defendant’s factual assertions on September 20, 2024. ECF Nos. 19-20.

3. After Plaintiff filed his Opposition but before Defendant filed its Reply, the Second

Circuit issued its order in *Salazar v. Nat'l Basketball Ass'n*, 118 F. 4th 533 (2nd Cir. 2024), which opined on issues raised in the Motion to Dismiss Briefing.

4. On October 16, 2024, the Court granted the Parties additional time to file Replies and Sur-Replies to incorporate arguments relevant to the *Salazar* opinion, ECF No. 31, and consistent with the Court's October 16 order, the Parties finished fully briefing the Motion to Dismiss on October 30, 2024. ECF Nos. 25-28.

5. The Court denied Defendant's Motion to Dismiss and Plaintiff's Motion to Strike on March 4, 2025. ECF No. 29.

6. Defendant Answered the Complaint on March 18, 2025. ECF No. 32.

7. On March 7, 2025, the Parties requested an extension of the deadline to request an Initial Pretrial Conference, which the Court Granted. ECF No. 31.

8. On April 9, 2025, the Parties requested, and the Court Granted, an additional extension of the deadline to request an Initial Pretrial Conference because they scheduled a mediation. ECF Nos. 33-34.

9. On May 6, 2025, the Parties attended a full-day mediation in person in front of Hon. Diane Welsh (Ret.). The mediation resulted in a settlement in principle, the terms of which are reflected in this Settlement Agreement.

10. Prior to the mediation, the Parties exchanged informal discovery regarding the merits of the case and class certification under Fed. R. Civ. P. 23 and Fed. R. Evid. 408.

11. At all times, Defendant has denied and continues to deny any wrongdoing whatsoever and has denied and continues to deny that it committed, or threatened or attempted to commit, any wrongful act or violation of law or duty alleged in the Action. Defendant also denies that the putative class should be certified or has suffered any injury or damages. Nonetheless, taking into account the uncertainty and risks inherent in any litigation, Defendant has concluded it is desirable and beneficial that the Action be fully and finally settled and terminated in the manner

and upon the terms and conditions set forth in this Agreement. This Agreement is a compromise, and the Agreement, any related documents, and any negotiations resulting from it shall not be construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing on the part of Defendant, or any of the Released Parties (defined below), with respect to any claim of any fault or liability or wrongdoing or damage whatsoever.

12. Plaintiff believes that the claims asserted in the Action against Defendant have merit and that he would have prevailed at summary judgment and/or trial. Nonetheless, Plaintiff and Class Counsel recognize that Defendant has raised factual and legal defenses that present a risk that Plaintiff may not prevail. Plaintiff and Class Counsel also recognize the expense and delay associated with continued prosecution of the Action against Defendant through class certification, summary judgment, trial, and any subsequent appeals. Plaintiff and Class Counsel have also taken into account the uncertain outcome and risks of litigation, especially in complex class actions, as well as the difficulties inherent in such litigation. Therefore, Plaintiff believes it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice. Based on their evaluation, Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to settle the claims raised in the Action pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiff, the Settlement Class, and each of them, and Defendant, by and through undersigned counsel that, subject to final approval of the Court after a hearing or hearings as provided for in this Settlement Agreement, in consideration of the benefits flowing to the Parties from the Agreement set forth herein, that the Action and the Released Claims shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement.

AGREEMENT

1. DEFINITIONS

As used in this Settlement Agreement, the following terms have the meanings specified below.

1.1. “Action” means *Lee v. Springer Nature America, Inc.*, Case No. 1:24-04493-LJL, pending in the United States District Court for the Southern District of New York.

1.2. “Claim Form” means the document substantially in the form attached hereto as Exhibit D, as approved by the Court. The Claim Form, to be completed by Settlement Class Members who wish to file a claim for a payment, shall be available in electronic and paper format in the manner described below.

1.3. “Claims Deadline” means the date by which all Claim Forms must be postmarked or received to be considered timely and shall be set as a date no later than forty-five (45) days after the Notice Date. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Notice and the Claim Form.

1.4. “Class Counsel” means Allen Carney and Sam Jackson of Carney Bates & Pulliam PLLC.

1.5. “Class Period” means the period from June 12, 2022, to and through the date of Preliminary Approval.

1.6. “Class Representative” means the named Plaintiff in this Action, Mark Lee.

1.7. “Court” means the United States District Court for the Southern District of New York, the Honorable Lewis J. Liman presiding, or any judge who shall succeed him as the judge in this Action.

1.8. “Defendant” or “SNAI” means Defendant Springer Nature America, Inc.

1.9. “Defendant’s Counsel” means Sharon Schneier, Nimra Azmi, and Sean Sullivan of Davis Wright Tremaine LLP.

1.10. “Effective Date” means the latest of (1) one business day after the date the Final Approval Order and Judgment is entered, if there are no objections or all objections have been resolved; (2) thirty-one (31) days after the date of Final Approval, if a Settlement Class Member objects to the Settlement but no appeal by a Settlement Class Member is filed; or (3) thirty-one (31) days after the final termination of any appeal from the Final Approval Order and Judgment, and the Final Approval Order and Judgment has been affirmed in its entirety by the court of last resort.

1.11. “Escrow Account” means the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to all Parties at a depository institution insured by the Federal Deposit Insurance Corporation. The Settlement Fund shall be deposited by Defendant into the Escrow Account in accordance with the terms of this Agreement and the money in the Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (i) demand deposit accounts and/or (ii) time deposit accounts and certificates of deposit, in either case with maturities of forty-five (45) days or less. The costs of establishing and maintaining the Escrow Account shall be paid from the Settlement Fund. The Escrow Account shall be maintained by the Settlement Administrator.

1.12. “Fee Award” means the amount of attorneys’ fees and reimbursement of expenses awarded by the Court to Class Counsel, which will be paid out of the Settlement Fund.

1.13. “Final” means, with respect to any judicial ruling or order, that: (1) if no appeal, motion for reconsideration, reargument and/or rehearing, or petition for writ of certiorari has been filed, and the time has expired to file such an appeal, motion, and/or petition; or (2) if an appeal, motion for reconsideration, reargument and/or rehearing, or petition for a writ of certiorari has been filed, the judicial ruling or order has been affirmed with no further right of review, or such appeal, motion, and/or petition has been denied or dismissed with no further right of review. Notwithstanding the above, any order modifying or reversing any attorneys’ fee award or service

award made in this case shall not affect whether a judgment of the Court is “Final” as defined herein.

1.14. “Final Approval Hearing” means the hearing at or after which the Court shall determine (i) whether to finally approve this Settlement Agreement as fair, reasonable, and adequate, and (ii) whether, and in what amount, to approve Class Counsel’s request for attorneys’ fees and expenses and a Service Award to the Class Representative.

1.15. “Final Approval Order and Judgment” means the order to be entered by the Court, after the Final Approval Hearing, granting final approval of the Settlement Agreement.

1.16. “Net Settlement Fund” means the Settlement Fund less the following: Settlement Administration Expenses; any taxes due on earnings on the Settlement Fund, and any expenses related to the payment of such taxes; any Fee Award awarded by the Court; any Service Award awarded by the Court; and any other Court-approved deductions.

1.17. “Notice” means the notice of this proposed Settlement Agreement and the Final Approval Hearing, which is to be sent to the Settlement Class substantially in the manner set forth in this Agreement, is consistent with the requirements of due process and Federal Rule of Civil Procedure 23, and is substantially in the form of Exhibits B and C hereto.

1.18. “Notice Date” means the date by which the Notice Program set forth in Paragraph 5 is commenced, which shall be no later than twenty-one (21) days after Preliminary Approval.

1.19. “Objection/Exclusion Deadline” means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a member of the Settlement Class must be made, which shall be designated as a date no later than forty-five (45) days after the Notice Date and no sooner than fourteen (14) days after papers supporting the Fee Award are filed with the Court and posted to the settlement website, or such other date as ordered by the Court.

1.20. “Order on Attorneys’ Fees” means an order regarding Class Counsel’s application for an award of reasonable attorneys’ fees and expenses which the Parties will request

be entered as a separate judgment pursuant to Federal Rule of Civil Procedure 54(b).

1.21. “Person” means, without limitation, any individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assigns. “Person” is not intended to include any governmental agencies or governmental actors, including, without limitation, any state Attorney General office.

1.22. “Plaintiff” means Mark Lee.

1.23. “Preliminary Approval” means the Court’s preliminary certification of the Settlement Class for settlement purposes only, preliminary approval of this Settlement Agreement, and approval of the form and manner of the Notice.

1.24. “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement, preliminarily certifying the Settlement Class for settlement purposes only, and directing notice thereof to the Settlement Class. The Parties’ proposed form of the Preliminary Approval Order is to be submitted to the Court for approval in conjunction with Plaintiff’s motion for preliminary approval of the Settlement Agreement.

1.25. “Released Claims” means any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contracts or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees and or obligations (including “Unknown Claims,” as defined below), whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, whether based on the VPPA or other state, federal, local, statutory or common law against the Released Parties, or any of them, arising out of any facts, transactions, events, matters, occurrences, acts, disclosures,

statements, representations, omissions or failures to act regarding the alleged disclosure of the Settlement Class Members' personally identifiable information and/or video purchase and/or viewing behavior to any third party, including all claims that were brought or could have been brought in the Action relating to the alleged disclosure of the Settlement Class Members' personally identifiable information and/or video purchase and/or viewing behavior to any third party, as well as any Claims arising out of the same nucleus of operative facts as any of the claims asserted in the Action. Nothing herein is intended to release any claims any governmental agency or governmental actor has against Defendant.

1.26. "Released Parties" means SNAI, as well as its respective present or past joint ventures, parent companies, subsidiaries, licensors, licensees, associates, affiliates, employers, and its, or their respective, administrators, employees, agents, consultants, insurers, reinsurers, directors, managing directors, officers, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations, whether foreign or domestic, that are owned or controlled by SNAI.

1.27. "Releasing Parties" means Plaintiff, those Settlement Class Members who do not timely opt out of the Settlement Class, and all of their respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

1.28. "Service Award" means any amount awarded by the Court to the Class Representative as a service award in recognition of his efforts and commitment on behalf of the

Settlement Class, which will be paid out of the Settlement Fund.

1.29. “Services” means SNAI’s or its affiliates’ websites through which individuals, including members of the Settlement Class, requested or obtained audio visual content.

1.30. “Settlement Administration Expenses” means the expenses incurred by the Settlement Administrator in providing Notice (including CAFA notice), processing claims, responding to inquiries from members of the Settlement Class, and, if necessary, mailing Notices and/or checks for Approved Claims, and related services.

1.31. “Settlement Administrator” means a reputable administration company that has been selected by the Parties and approved by the Court to oversee the distribution of Notice, as well as the processing and payment of Approved Claims to the Settlement Class as set forth in this Agreement.

1.32. “Settlement Amount” means nine hundred thousand dollars (\$900,000.00) in cash, based on a Settlement Class size of approximately 32,468 Settlement Class Members. Should the Settlement Class size increase by more than 10%, the Settlement Amount shall increase pro rata for each Settlement Class Member above 32,468.

1.33. “Settlement Class” means all persons in the United States who: (1) possessed login credentials for the website, <https://www.scientificamerican.com> (the “Scientific American Website”), whether accessed via a web browser or mobile device and were paying subscribers; (2) possessed a Facebook account and (3) requested or obtained video content from and/or through any of SNAI’s Services during the Class Period while logged into Facebook. Excluded from the Settlement Class are (1) any persons who have asserted claims against Defendant under the VPPA prior to the date of this settlement through counsel other than Class Counsel; (2) any Judge or Magistrate presiding over this Action and members of their families; (3) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, directors, agents, and

attorneys; (4) persons who properly execute and file a timely request for exclusion from the Settlement Class; and (5) the legal representatives, successors or assigns of any such excluded persons.

1.34. “Settlement Class Member” means an individual in the Settlement Class as set forth above who has not submitted a valid request for exclusion.

1.35. “Settlement Fund” means the non-reversionary cash fund that shall be established by or on behalf of Defendant in the Settlement Amount, to be deposited into the Escrow Account, according to the schedule set forth herein, plus all interest earned thereon. The Settlement Fund shall 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. The Settlement Fund includes all interest that shall accrue on the sums deposited in the Escrow Account. The Settlement Administrator shall 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. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Settlement Fund account or otherwise, including any taxes or tax detriments that may be imposed upon the Class Representative, Class Counsel, Defendant, or Defendant’s Counsel with respect to income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a qualified settlement fund for purposes of federal or state income taxes or otherwise, shall be paid out of the Settlement Fund. Neither the Class Representative, Class Counsel, Defendant, nor Defendant’s Counsel shall have any liability or responsibility for any taxes arising with respect to the Settlement Fund. The Settlement Fund represents the total extent of Defendant’s monetary obligations under this Agreement. With the exception specified in Paragraph 1.32, in no event shall Defendant’s total monetary obligation with respect to this Agreement exceed or be less than the Settlement Amount.

1.36. “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. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of § 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 RELEASING PARTY.

Upon the Effective Date, the Releasing Parties also shall be deemed to have, and shall 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 § 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 Defendant shall pay or cause to be paid into the Escrow Account portions of the Settlement Amount to pay for Settlement Administration Expenses, any court-awarded attorneys’ fees and expenses, and any court-awarded Service Award within ten (10) business days of receiving notice of an order awarding such fees or expenses or from the Settlement Administrator and/or Class Counsel of any Settlement Administration Expenses. Defendant shall pay or cause to

be paid into the Escrow Account the remainder of the Settlement Amount within ten (10) business days of the Effective Date.

2.2 Settlement Class Members shall have until the Claims Deadline to submit a claim. The Settlement Administrator shall pay a pro rata portion of the Net Settlement Fund for all approved claims through payment (a) by check via first class U.S. mail; or (b) by electronic means via Venmo, Zelle, etc., upon election of the Settlement Class Member, which the Parties agree to make available as alternative payment options. Payments to all Settlement Class Members with approved claims shall be made within ninety (90) days after the Effective Date.

2.3 All cash payments issued to Settlement Class Members via check will state on the face of the check that it will expire and become null and void unless cashed within one hundred and twenty (120) days after the date of issuance. To the extent that any checks issued to a Settlement Class Member are not cashed within one-hundred twenty (120) days after the date of issuance, such uncashed check funds shall be redistributed on a pro rata basis (after first deducting any necessary Settlement Administration Expenses from such uncashed check funds) to all Settlement Class Members who cashed checks or received electronic payments during the initial distribution, but only to the extent each Settlement Class Member would receive at least \$5.00 in any such secondary distribution and if otherwise feasible. To the extent each Settlement Class Member would receive less than \$5.00 in any such secondary distribution, a secondary distribution would be otherwise infeasible, or any funds remain unclaimed 120 days following a secondary distribution, such funds shall, subject to Court approval, be distributed to a non-sectarian and/or not-for-profit organization recommended by Class Counsel and approved by the Defendant.

2.4 Upon payment of the Settlement Fund into the Escrow Account, all risk of loss with respect to the cash portion of the Settlement shall pass to the Escrow Account, and any and all remaining interest or right of Defendant in or to the Escrow Account, if any, shall be extinguished. No part of the Settlement Fund shall revert to Defendant.

2.5 Any tax determinations and obligations arising from any payment made by SNAI pursuant to this Agreement shall be the exclusive responsibility of the recipient of such payment.

2.6 In addition to the foregoing, Defendant commits to continue ceasing its use of the Meta Pixel on any pages on the Scientific American Website that both include video content and have a URL that identifies the video content viewed, unless and until the VPPA is: (a) amended to expressly permit (and not prohibit) the Released Claims, (b) repealed, or (c) invalidated by a judicial decision on the use of website pixel technology by the United States Supreme Court or the Second Circuit Court of Appeals. Nothing about this provision prevents Defendant from seeking to obtain VPPA-compliant consent in the future should it wish to reinstitute use of the Meta Pixel. Likewise, nothing herein shall prohibit the use of the Meta Pixel where the disclosure of information does not identify specific video materials that a user has requested or obtained.

3. SETTLEMENT APPROVAL

3.1 The Parties shall cooperate in good faith, and agree, subject to their fiduciary and other legal obligations, to take all reasonably necessary steps to obtain the Court's approval of the terms of this Settlement Agreement.

3.2 Within fourteen (14) days after the execution of this Settlement Agreement, Class Counsel shall submit this Agreement together with its Exhibits to the Court and shall move the Court for Preliminary Approval of the settlement set forth in this Agreement; preliminary certification of the Settlement Class for settlement purposes only; appointment of Class Counsel and the Class Representative; and entry of a Preliminary Approval Order, which order shall set a Final Approval Hearing date and approve the Notice and Claim Form for dissemination substantially in the form of Exhibits B, C, and D hereto. The Preliminary Approval Order shall also authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to this Agreement) so long as they are consistent in all material

respects with the terms of the Settlement Agreement and do not limit or impair the rights of the Settlement Class.

3.3 Defendant's agreement as to certification of the Settlement Class is solely for purposes of effectuating the Settlement and no other purpose. Defendant retains all of its objections, arguments, and defenses with respect to class certification and any other issue, and reserves all rights to contest class certification and any other issue if the Settlement set out in this Agreement does not result in entry of the Final Judgment, if the Court's approval is reversed or vacated on appeal, if this Settlement is terminated as provided herein, or if the Settlement set forth in this Settlement Agreement otherwise fails to become effective. The Parties acknowledge that there has been no stipulation to any classes or certification of any classes for any purpose other than effectuating the Settlement, and that if the Settlement set forth in this Settlement Agreement is not finally approved, if the Court's approval is reversed or vacated on appeal, if this Settlement Agreement is terminated as provided herein, or if the Settlement set forth in this Settlement Agreement otherwise fails to become effective, this agreement as to certification of the Settlement Class becomes null and void ab initio, and this Settlement Agreement or any other settlement-related statement may not be cited regarding certification of the Class, or in support of an argument for certifying any class for any purpose related to this Action or any other proceeding.

3.4 At the time of the submission of this Agreement to the Court as described above, Class Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing and approve the Settlement of the Action as set forth herein.

3.5 After Notice is given, the Parties shall request and seek to obtain from the Court a Final Judgment, which will (among other things): (i) find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve the Agreement, including all exhibits thereto; (ii) approve the Settlement Agreement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; (iii)

find that the Notice implemented pursuant to the Agreement constitutes the best practicable notice under the circumstances, is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, and meets all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court; (iv) find that the Class Representative and Class Counsel adequately represent the Settlement Class for purposes of entering into and implementing the Agreement; (v) dismiss the Action with prejudice, without fees or costs to any party except as provided in the Settlement Agreement; and (vi) enter Final Judgment.

4. RELEASE

4.1 The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Action and any and all Released Claims, as against all Released Parties.

4.2 Upon the Effective Date, and in consideration of the promises and covenants in this Settlement Agreement, the Releasing Parties shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, waived, and discharged all Released Claims against the Released Parties. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, shall, either directly, indirectly, representatively, or in any capacity, be permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating (as a class member or otherwise) in any lawsuit, action, or other proceeding in any jurisdiction (other than participation in the Settlement as provided herein) against any Released Party based on the Released Claims.

5. NOTICE TO THE SETTLEMENT CLASS

5.1 The Notice Program shall consist of the following:

5.1.1 Settlement Class List. No later than seven (7) days after Preliminary Approval, Defendant shall produce an electronic list from its records that includes the names and email addresses, to the extent available, belonging to Persons within the

Settlement Class (the “Class List”). Defendant represents that the Class List shall identify its digital subscribers to the Scientific American Website within the United States. Class Counsel’s assent to this Agreement shall constitute consent on behalf of the Settlement Class to disclose this information, consistent with the written consent provisions of the VPPA. The Class List shall be provided to the Settlement Administrator. The Settlement Administrator shall not use the Class List, or any information contained within it, for any other purposes other than administering the Settlement, and shall take reasonable measures to protect the information from any third-party disclosure. Except to administer the Settlement as provided in this Agreement, the Settlement Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class List.

5.1.2 Direct Notice. By no later than the Notice Date, the Settlement Administrator shall send Notice via email substantially in the form attached as Exhibit B, to all Settlement Class Members for whom a valid email address is available in the Class List. In the event transmission of email notice results in any “bounce-backs,” the Settlement Administrator shall, where reasonable, correct any issues that may have caused the “bounce-back” to occur and make a second attempt to re-send the email notice.

5.1.3 Additional Notice. Twenty-one days after the Notice Date, the Administrator shall send a second reminder Notice, via email (substantially in the form as attached as Exhibit B with minor, non-material modifications to indicate that it is a reminder email rather than an initial notice), to all Settlement Class Members who have not yet filed a claim with the Administrator. If deemed necessary by Class Counsel in consultation with the Settlement Administrator, the Parties agree to discuss additional notice and/or means of notice, including, but not limited to, sending a third reminder Notice via email, in the same form as the second reminder Notice, to all Settlement Class Members for whom a valid email address is available in the Class List and who have not

yet filed a claim with the Administrator.

5.1.4 Settlement Website. By no later than the Notice Date, Notice shall be provided on a case-specific settlement website that will enable Class Members to file Claim Forms online. The Notice provided on the Settlement Website shall be substantially in the form of Exhibit C hereto. The Settlement Website shall include at least the following information: (i) a summary of the Action and the settlement terms; (ii) a “Contact Us” page with Settlement Administrator contact information; (iii) the Settlement Agreement, motions for approval and for attorneys’ fees and any other important documents in the case; (iv) important case dates and deadlines, including the Objection/Exclusion Deadline; (v) a summary of Settlement Class Member rights, including how to object to and request exclusion from the Settlement; and (vi) the date, time, and location of the Final Approval Hearing.

5.1.5 Toll-Free Telephone Number. The Notice Program shall also establish a toll-free telephone line for Settlement Class Members with an interactive voice response (“IVR”) system to provide Settlement Class Members with responses to frequently asked questions and provide essential information regarding the Action.

5.1.6 CAFA Notice. Pursuant to 28 U.S.C. § 1715, not later than ten (10) days after the Agreement is filed with the Court, the Settlement Administrator shall cause to be served upon the Attorneys General of each U.S. State in which Settlement Class members reside, the Attorney General of the United States, and other required government officials, notice of the proposed settlement as required by law.

5.1.7 The Notices shall advise the Settlement Class of their rights, including the right to be excluded from, comment upon, and/or object to the Settlement Agreement or any of its terms. The Notices shall specify that any objection to the Settlement Agreement, and any papers submitted in support of said objection, shall be considered by the Court at

the Final Approval Hearing only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notices, the Person making the objection files notice of an intention to do so and at the same time (a) files copies of such papers he or she proposes to be submitted at the Final Approval Hearing with the Clerk of the Court, or alternatively, if the objection is from a Class Member represented by counsel, files any objection through the Court's CM/ECF system, and (b) sends copies of such papers by mail, hand, or overnight delivery service to Class Counsel and Defendant's Counsel.

5.2 Any Settlement Class Member who intends to object to this Agreement must present the objection in writing, which must be postmarked on or before the Objection/Exclusion Deadline. The written objection must also include: (1) the objector's name, address, and email address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules); and (6) the objector's handwritten or electronically imaged written signature. So-called 'mass' or 'class' objections shall not be allowed.

5.3 If a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption and amount of payment received. Any challenge to the Settlement Agreement or the Final Judgment shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through

a collateral attack.

5.4 A Settlement Class Member may request to be excluded from the Settlement Class by sending a written request postmarked on or before the Objection/Exclusion Deadline. To exercise the right to be excluded, a Person in the Settlement Class must timely send a written request for exclusion to the Settlement Administrator as specified in the Notice, providing his/her name, address, email address, a signature, the name and number of the case, and a statement that he or she wishes to be excluded from the Settlement Class for purposes of this Settlement. A request to be excluded that does not include all of this information, or that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid, and the Person(s) serving such a request shall be a member(s) of the Settlement Class and shall be bound as a Settlement Class Member by this Agreement, if approved. Any member of the Settlement Class who validly elects to be excluded from this Agreement shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement. The request for exclusion must be personally signed by the Person requesting exclusion. So-called “mass” or “class” opt-outs shall not be allowed. To be valid, a request for exclusion must be postmarked or received by the date specified in the Notice and approved by the Court.

5.5 The Final Approval Hearing shall be no earlier than ninety (90) days after the Motion described in Paragraph 3.2 is filed.

5.6 Any Settlement Class Member who does not, using the procedures set forth in this Agreement and the Notice, seek exclusion from the Settlement Class will be bound by all of the terms of this Agreement, including the terms of the Final Judgment to be entered in the Action and the Releases provided for in the Agreement, and will be barred from bringing any action against any of the Released Parties concerning the Released Claims.

6. FEE AND SERVICE AWARDS

6.1. Pursuant to Fed. R. Civ. P. 23(h), Defendant agrees that Class Counsel shall be entitled to an award of reasonable attorneys' fees and costs out of the Settlement Fund in an amount determined by the Court as the Fee Award. Plaintiff will file a motion with the Court prior to the Final Approval Hearing requesting a Fee Award not to exceed one-third of the Settlement Fund.

6.2. Payment of the Fee Award shall be made from the Settlement Fund within five (5) days of its funding as set forth in Paragraph 2.1 herein.

6.3. Class Counsel may file a motion for Court approval of a Service Award for the Class Representative, to be paid from the Settlement Fund, in addition to any funds the Class Representative stands to otherwise receive from the Settlement. With no consideration having been given or received, Defendant agrees not to object to a request for a Service Award to the Class Representative of up to \$25,000.00.

6.4. The Service Award shall be paid from the Settlement Fund within thirty (30) days after the Effective Date.

6.5. The Parties agree that the effectiveness of this Settlement Agreement does not require and is not conditioned upon the Court's approval of a Fee Award and/or a Service Award. No decision by the Court, or modification, reversal, or appeal of any decision by the Court, concerning the payment of a Fee Award and/or a Service Award shall be grounds for cancellation or termination of this Settlement Agreement. The Parties agree not to appeal any decision by the Court concerning payment of a Fee Award and/or a Service Award.

7. SETTLEMENT ADMINISTRATOR

7.1. The Parties will obtain bids, which will include a proposed notice plan consistent with the Notice Program set forth in Paragraph 5 herein, from potential settlement administrators with expertise in class action settlement administration. The Parties shall jointly select one settlement administrator from among those who have presented a bid, and in seeking preliminary

approval, Plaintiff shall request that the Court appoint the selected entity as the Settlement Administrator. Neither Party shall unreasonably withhold agreement to selection of the Settlement Administrator.

7.2. The Settlement Administrator shall be responsible for effectuating the Notice Program consistent with the terms of this Settlement Agreement, as approved by the Court. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with information concerning Notice, administration, and implementation of the Settlement Agreement. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a report of all amounts from the Settlement Fund paid to Settlement Class Members on account of approved claims.

7.3. The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud. The Settlement Administrator will reject any claim that does not comply in any material respect with the instructions on the Claim Form or is submitted after the Claims Deadline. Each claimant who submits an invalid Claim Form to the Settlement Administrator must be given a notice of the Claim Form's deficiency and an opportunity to cure the deficiency within twenty-one (21) days of the date of the notice. The Settlement Administrator may contact any Person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form. The Settlement Administrator will provide updates on a weekly basis to, and as requested by, the Parties' counsel on the number of claims that are denied, approved, or pending.

7.4. Defendant's Counsel and Class Counsel shall have the right (but not the obligation) to challenge the acceptance or rejection of a Claim Form submitted by Settlement Class Members and to obtain and review supporting documentation relating to such Claim Form. The Settlement Administrator shall follow any agreed decisions of Class Counsel and Defendant's Counsel as to the validity of any disputed submitted Claim Form. To the extent Class Counsel and Defendant's Counsel are not able to agree on the disposition of a challenge, the disputed claim shall be submitted to the Court for determination.

7.5. In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Settlement Class Member.

8. TERMINATION OF THE SETTLEMENT

8.1 This Settlement Agreement may be terminated by either Party by serving on counsel for the opposing party and filing with the Court a written notice of termination within 10 days (or such longer time as may be agreed between Class Counsel and counsel for Defendant) only upon any of the following occurrences: (i) the Court rejects, materially modifies, or materially amends or changes the terms of the Settlement as embodied in this Settlement Agreement, (ii) the Court declines to enter, without material change, the material terms in the proposed Preliminary Approval Order or the proposed Final Approval Order and Judgment; or (iii) an appellate court reverses the Final Approval Order and Judgment, and the Settlement is not reinstated and finally approved without material change by the Court on remand.

8.2 To avoid ambiguity, the Order on Attorneys' Fees shall not constitute grounds for termination under this Section. In the event of a termination of this Settlement Agreement based on an occurrence specified above, Class Counsel and Counsel for Defendant agree to negotiate in good faith in an attempt to reach an appropriate, amended settlement agreement, including seeking mediation with Judge Welsh.

9. FAIR, REASONABLE, AND ADEQUATE SETTLEMENT

9.1 The Parties believe this Settlement Agreement is a fair, reasonable, and adequate settlement of the Action pursuant to the standards in this Circuit for settlements negotiated prior to class certification, and have arrived at this Settlement Agreement through arm's length negotiations (including mediation conducted by the Hon. Diane Welsh (Ret.)), taking into account all relevant factors, present and potential.

10. MISCELLANEOUS PROVISIONS

10.1. Real Parties in Interest. In executing this Settlement Agreement, Plaintiff, on behalf of himself and the Settlement Class, and Class Counsel represent and warrant that, as far as they are aware, Settlement Class Members are the only persons with a legal interest in any of the claims that are described or referred to herein, or in any of the pleadings, records, and papers in the Action, and, except as provided herein, Plaintiff and Class Counsel are unaware of any Released Claims or part thereof having been assigned, granted or transferred in any way to any other person, firm, or entity.

10.2. Voluntary Agreement. This Settlement Agreement is executed by the Parties voluntarily and each of the Parties warrants that it or he has executed this Settlement Agreement without being under duress or undue influence from any source.

10.3. Binding Effect. This Settlement Agreement shall bind and inure to the benefit of the respective successors, assigns, legatees, heirs, and personal representatives of each of the Parties.

10.4. Parties Represented by Counsel. The Parties hereby acknowledge that they have been represented in negotiations for and in the preparation of this Settlement Agreement by independent counsel of their own choosing, that they have read this Settlement Agreement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Settlement Agreement and of its legal effect.

10.5. Authorization. Each Party warrants and represents that there are no liens or claims of lien or assignments, in law or equity or otherwise, of or against any of the Released Claims, and, further, Plaintiff warrants he is fully entitled and duly authorized to release the Released Claims.

10.6. Amendment. The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

10.7. Entire Agreement. This Agreement contains the entire understanding between Defendant and Plaintiff on behalf of himself and the Settlement Class, regarding the Settlement of the Action, and this Settlement Agreement supersedes all previous negotiations, agreements, commitments, understandings, and writings between Defendant and Plaintiff, including through their respective counsel, in connection with the settlement of the Action.

10.8. No Admission. Neither the Settlement Agreement, nor the Settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement, including court orders (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, certifiability of a class, or of any wrongdoing or liability of any of the Released Parties; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Parties in any civil or administrative proceeding before any court, administrative agency or other tribunal. However, the Settlement, this Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Agreement. Further, if this Settlement Agreement is approved by the Court, any Party or any of the Released Parties may file this Agreement and/or the Final Approval Order and Judgment in any action that may be brought against such Party or Parties in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any

other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

10.9. Public Statements. Each party agrees not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage or in any way criticize the personal or business reputation, or conduct of the other party, including Class Counsel and Defendant's Counsel, affiliates, parents, direct and indirect subsidiaries, agents, insurers, and any company or companies under common control with any of them. No party will make public statements about the settlement (including specifically the amount of the settlement), except to the extent contained in material available to the public in the Court's files, in the Notice, and on the Settlement Website. In addition, neither Class Representative nor Class Counsel shall directly or indirectly issue or cause to be issued any statements to the media or engage in any other press, publicity or disclosure regarding this Agreement or the settlement of the Action. This paragraph is not intended to limit communications otherwise protected by law nor to prohibit Class Counsel from communicating with any person in the Settlement Class regarding the Settlement.

10.10. Headings. The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

10.11. Exhibits. All of the Exhibits to this Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

10.12. Construction and Interpretation. This Agreement is deemed to have been prepared by counsel for all Parties, as a result of arms' length negotiations among the Parties. Because all Parties have contributed substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.

10.13. Governing Law. This Settlement Agreement is entered into in accordance with the laws of the State of New York and shall be governed by and interpreted in accordance with the laws of the State of New York, without regard to its conflict of law principles.

10.14. Use and Retention of Information. The data provided to the Settlement

Administrator described in Paragraph 5.1.1 above, any Claim Forms submitted, and any other documentation containing the names, addresses, or email addresses in possession of the Settlement Administrator, may be used only for purposes of implementing this Agreement. All such information shall be destroyed within thirty (30) calendar days of the date that all monies from the Settlement Fund have been distributed.

10.15. Further Assurances. Each Party shall do any and all acts or things reasonably necessary to carry out the express intent of this Settlement Agreement.

10.16. Continuing Jurisdiction. The Parties to this Settlement Agreement stipulate that the Court shall retain jurisdiction over the Action after the entry of the Final Approval Order and Judgment to oversee the implementation and enforcement of this Settlement Agreement, the Preliminary Approval Order, the Final Approval Order and Judgment, and the determination of Class Counsel's request for attorneys' fees and litigation expenses, as well as a Service Award, and any award thereon.

10.17. Notices. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the date of electronic mailing. Postal mailing will be provided as well, addressed as follows:

To Class Counsel:

Allen Carney
CARNEY BATES & PULLIAM, PLLC
One Allied Dr., Ste. 1400
Little Rock, AR 72202

To SNAI's Counsel:

Sharon Schneier
DAVIS WRIGHT TREMAINE LLP
1251 Avenue of the Americas,
21st Floor
New York, NY 10020-1104

10.18. Costs. Except as otherwise provided herein, each Party shall bear its own costs.

10.19. Counterparts. This Settlement Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies and .pdf of executed copies of this Settlement Agreement may be treated as originals.

IN WITNESS WHEREOF, each of the signatories has read and understood this Settlement Agreement, has executed it, and represents that he or she is authorized to execute this Settlement Agreement on behalf of the Party or Parties he or she represents, who or which has agreed to be bound by its terms and has entered into this Settlement Agreement.

AGREED TO AND ACCEPTED:

Dated: Jun 26, 2025, 2025

By: *M.W. Lee*
Mark Lee
Plaintiff and Class Representative

Dated: _____, 2025

SPRINGER NATURE AMERICA, INC.

By: _____

Name: _____

Title: _____

Dated: _____, 2025

SPRINGER NATURE AMERICA, INC.

By: _____

Name: _____

Title: _____

10.18. Costs. Except as otherwise provided herein, each Party shall bear its own costs.

10.19. Counterparts. This Settlement Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies and .pdf of executed copies of this Settlement Agreement may be treated as originals.

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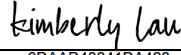
AGREED TO AND ACCEPTED:

Dated: _____, 2025

By: _____
Mark Lee
Plaintiff and Class Representative


Dated: June 26, 2025

SPRINGER NATURE AMERICA, INC.

DocuSigned by:
By: 
6DAAD48841DA423...
Name: Kimberly Lau
Title: VP Consumer Media

Dated: June 26, 2025

SPRINGER NATURE AMERICA, INC.

DocuSigned by:
By: 
3D2FF717D7D146C...
Name: Itai Maytal
Title: Secretary

IT IS SO STIPULATED BY COUNSEL:

Dated: 6/26/25, 2025

By: Samuel R. Jackson
Samuel R. Jackson (5332325)
James Allen Carney (admitted *pro hac vice*)
CARNEY BATES & PULLIAM, PLLC
One Allied Drive, Suite 1400
Little Rock, AR 72202
Telephone: (501) 312-8500
Facsimile: (501) 312-8505
Email: sjackson@cbplaw.com
Email: acarney@cbplaw.com

Counsel for Plaintiff Mark Lee and the Proposed
Settlement Class

Dated: _____, 2025

By: _____
Sharon L. Schneier
Nimra H. Azmi
DAVIS WRIGHT TREMAINE LLP
1251 Avenue of the Americas, 21st Floor
New York, NY 10020-1104
Tel: (212) 489-8230
Email: sharonschneier@dwt.com
nimraazmi@dwt.com

Counsel for Defendant Springer Nature America,
Inc.

IT IS SO STIPULATED BY COUNSEL:

Dated: _____, 2025

By: _____
Samuel R. Jackson (5332325)
James Allen Carney (admitted *pro hac vice*)
CARNEY BATES & PULLIAM, PLLC
One Allied Drive, Suite 1400
Little Rock, AR 72202
Telephone: (501) 312-8500
Facsimile: (501) 312-8505
Email: sjackson@cbplaw.com
Email: acarney@cbplaw.com

Counsel for Plaintiff Mark Lee and the Proposed
Settlement Class

Dated: 6/26, 2025

By: Sharon L. Schneier
Sharon L. Schneier
Nimra H. Azmi
DAVIS WRIGHT TREMAINE LLP
1251 Avenue of the Americas, 21st Floor
New York, NY 10020-1104
Tel: (212) 489-8230
Email: sharonschneier@dwt.com
nimraazmi@dwt.com

Counsel for Defendant Springer Nature America,
Inc.

EXHIBIT B

TO:
FROM:
RE: Legal Notice of Class Action Settlement

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Lee v. Springer Nature America, Inc., No. 1:24-04493-LJL

(United States District Court for the Southern District of New York)

**Our Records Indicate You May Be Entitled to a Payment From a Class Action Settlement
Because You Subscribed or Signed Up for Access to SNAI's Website,
www.scientificamerican.com**

Click [\[HERE\]](#) To File A Claim for Payment

Claims Must be Submitted no later than [\[Claims Deadline\]](#)

A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

This notice is to inform you that a settlement has been reached in a class action lawsuit claiming that Defendant Springer Nature America, Inc. ("Defendant" or "SNAI"), disclosed its subscribers' personally identifiable information to Meta (formerly Facebook) via the Meta Pixel (a piece of code SNAI installed across its Scientific American website), without its subscribers' consent, in violation of the Video Privacy Protection Act (the "VPPA"). Personally identifiable information includes information which identifies a person as having requested or obtained specific video materials or services from a video tape service provider. SNAI denies that it violated any law, but it has agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.

Am I a Class Member? Our records indicate you may be a Settlement Class Member. Settlement Class Members are all persons in the United States who: (1) possessed login credentials for the website, <https://www.scientificamerican.com>; (2) possessed a Facebook account; and (3) requested or obtained video content from and/or through any of SNAI's services from June 12, 2022, to and through [\[Preliminary Approval Date\]](#) while logged into Facebook.

What Can I Get? If approved by the Court, SNAI will create a Settlement Fund of **\$900,000.00** for the benefit of the Settlement Class. The Settlement Fund will be distributed to Settlement Class Members who file a timely and complete claim on a *pro rata* basis, after deducting any Court-approved attorneys' fees and expenses, service award for the Class Representative, and costs of settlement administration.

The Settlement also requires SNAI to continue its suspension of the operation of the Meta Pixel on any pages on the website, <https://www.scientificamerican.com> that result in SNAI's disclosure to the technology developers of the specific video content viewed by a specific individual in violation of the VPPA, unless and until the VPPA is: (a) amended to expressly permit (and not prohibit) the Released Claims, (b) repealed, or (c) invalidated by a judicial decision on the use of website pixel technology by the United States Supreme Court or the Second Circuit Court of Appeals, or until SNAI obtains VPPA-

If you do not want emails about this matter, please unsubscribe [\[_____\]](#).

compliant consent for the disclosure to Meta of the video content viewed.

How Do I Get a Payment? You must submit a timely and complete Claim Form **no later than [claims deadline]**. You can file a claim by clicking [[here](#).] Your payment will come by check unless you elect to receive payment electronically by Venmo, Zelle, PayPal, etc.

What are My Other Options? You may exclude yourself from the Settlement Class by sending a letter to the settlement administrator no later than [**objection/exclusion deadline**]. If you exclude yourself, you cannot get a settlement payment, but you will keep any rights you may have to sue SNAI regarding the issues in the lawsuit. Alternatively, if you remain in the Settlement Class, you may object to the proposed Settlement, and you and/or your lawyer have the right to appear before the Court. Your written objection must be filed no later than [**objection/exclusion deadline**]. Specific instructions about how to exclude yourself from, or object to, the Settlement are available at www. .com. If you file a claim or do nothing, and the Court approves the Settlement, you will be bound by all of the Court's orders and judgments. In addition, your claims against SNAI relating to issues in this case will be released.

Who Represents Me? The Court has appointed Allen Carney and Sam Jackson of Carney Bates & Pulliam PLLC to represent the Settlement Class. These attorneys are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing at [.m.](#) on [[date](#)] in Courtroom 15C at the Daniel Patrick Moynihan U.S. Courthouse, 500 Pearl St., New York, NY 10007. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider Class Counsel's request for attorneys' fees and expenses; and to consider the request for a Service Award to the Class Representative. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

How Do I Get More Information? This notice contains only a summary of the Settlement and the proceedings to date. Complete copies of public pleadings, Court rulings, and other filings are available for review and copying at the office of the Clerk of the Court for the United States District Court for the Southern District of New York, 500 Pearl St., New York, NY 10007 between 8:30 a.m. and 5:00 p.m. Monday through Friday, excluding Court holidays. Additional information is also available at the website maintained for this Action, www. .com, or by contacting the Settlement Administrator at [XXX-XXX-XXXX](#) or Class Counsel at [XXX-XXX-XXXX](#).

PLEASE DO NOT CONTACT THE COURT, THE CLERK'S OFFICE, DEFENDANT, OR DEFENDANT'S COUNSEL TO ASK QUESTIONS ABOUT THIS ACTION OR THIS NOTICE. THEY CANNOT ANSWER ANY QUESTIONS OR DISCUSS THE ACTION.

If you do not want emails about this matter, please unsubscribe [[_____](#)].

EXHIBIT C

United States District Court for the Southern District of New York
Lee v. Springer Nature America, Inc., Case No. 1:24-04493-LJL

Records Indicate You May Be Entitled to a Payment From a Class Action Settlement Because You Subscribed or Signed Up for Access to SNAI's Website, www.scientificamerican.com

Claims Must be Submitted no later than [Claims Deadline]

A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

- A settlement has been reached in a class action lawsuit against Defendant Springer Nature America, Inc. ("Defendant" or "SNAI"). The class action lawsuit alleges SNAI disclosed its subscribers' personally identifiable information ("PII") to Meta via the Meta Pixel (a piece of code SNAI installed across its Scientific American website), without its subscribers' consent, in violation of the Video Privacy Protection Act ("VPPA"). 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. Springer Nature America denies that it violated any law, but has agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.
- You are included in the Settlement Class if you are a person in the United States who, from June 12, 2022, to and through the [Preliminary Approval Date], possessed login credentials for the www.scientificamerican.com website, possessed a Facebook account, and requested or obtained video content from and/or through any of SNAI's services while logged into Facebook.
- Persons included in the Settlement will be eligible to receive a cash payment *pro rata* (meaning equal) portion of the Net Settlement Fund. The Settlement also requires Defendant to suspend operation of the Meta Pixel on the www.scientificamerican.com website that both include video content and have a URL that identifies the video content viewed, unless and until the VPPA is: (a) amended to expressly permit (and not prohibit) the Released Claims, (b) repealed, or (c) invalidated by a judicial decision on the use of website pixel technology.

Read this Notice carefully. It explains your rights and options—and the deadlines to exercise them. Your legal rights are affected whether you act, or do not act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY [DATE]	This is the only way to receive a payment. Claim Forms can be found and submitted by clicking here . As a member of the Settlement Class, you will give up your rights to sue SNAI in the future regarding the claims in this case.
EXCLUDE YOURSELF BY [DATE]	You will receive no benefits, but you will retain any rights you currently have to sue SNAI regarding the claims in this case.
OBJECT BY [DATE]	Write to the Court explaining why you don't like the Settlement.
GO TO THE HEARING ON [DATE]	Ask to speak in Court about your opinion of the Settlement.
DO NOTHING	You won't get a share of the Settlement benefits and will give up your rights to sue SNAI regarding the claims in this case.

BASIC INFORMATION

1. Why was this Notice issued?

A Court authorized this notice because you have a right to know about a proposed Settlement of this class action lawsuit and about all of your options, before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The Honorable Lewis J. Liman of the U.S. District Court for the Southern District of New York is overseeing this case. The case is called *Lee v. Springer Nature America, Inc.*, Case No. Case No. 1:24-04493-LJL. The person who has sued is called the Plaintiff. The entity being sued, SNAI, is called the Defendant.

2. What is a class action?

In a class action, one or more people called the class representatives (in this case, Plaintiff Mark Lee) sue on behalf of a group or a “class” of people who have similar claims. In a class action, the court resolves the issues for all class members, except for those who exclude themselves from the class.

3. What is this lawsuit about?

This lawsuit claims that SNAI violated the Video Privacy Protection Act, 18 U.S.C. § 2710, *et seq.* (“VPPA”), by disclosing its subscribers’ personally identifiable information (“PII”) to Meta via the Meta Pixel (a piece of code SNAI installed across its Scientific American website) without its subscribers’ consent. 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. SNAI denies that it violated any law. The Court has not determined who is right. Rather, the Parties have agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

4. Why is there a Settlement?

The Court has not decided whether the Plaintiff or SNAI should win this case. Instead, both sides agreed to a Settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation, and Settlement Class Members will get compensation.

WHO’S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Settlement Class?

The Settlement Class is defined as:

All persons in the United States who: (1) possessed login credentials for the website, <https://www.scientificamerican.com>; (2) possessed a Facebook account; and (3) requested or obtained video content from and/or through any of SNAI’s services during the period from June 12, 2022, to and through [date of Preliminary Approval] while logged into Facebook.

SETTLEMENT BENEFITS

6. What does the Settlement provide?

Monetary Relief: SNAI will pay \$900,000.00 to create a Settlement Fund.

Prospective Changes: In addition to this monetary relief, the Settlement also requires SNAI to continue its suspension of the operation of the Meta Pixel on any pages on the website, <https://www.scientificamerican.com> that both include video content and have a URL that identifies the video content viewed, unless and until the VPPA is: (a) amended to expressly permit (and not prohibit) the Released Claims, (b) repealed, or (c) invalidated by a judicial decision on the use of website pixel technology by the United States Supreme Court or the Second Circuit Court of Appeals.

A detailed description of the settlement benefits can be found in the Settlement Agreement, available on the Settlement Website www.xxxxxxxxxxxxxxxxxx.com.

7. How much will my payment be?

After deducting any Court-approved attorneys' fees and expenses, service award for the class representative, and costs of settlement administration, the Settlement Fund will be distributed to Settlement Class Members on a *pro rata* basis. This means each Settlement Class Member who submits a valid claim will be paid an equal share from the Net Settlement Fund. The amount of the payments to individual Class Members will depend on the number of valid claims that are filed. Because the final payment amount cannot be calculated before all claims are received and verified, it will not be possible to provide an accurate estimate of the payment amount before the deadline to file claims.

8. When will I get my payment?

The Court will hold a hearing to consider the fairness of the Settlement on [Final Approval Hearing Date]. If the Court approves the Settlement, eligible Settlement Class Members whose claims were approved by the Settlement Administrator will receive their payment within 90 days after the Settlement has been finally approved and/or any appeals process is complete. In submitting their claims, Settlement Class Members can choose whether to receive their payment via Venmo, Zelle, PayPal, or paper check. All checks will expire and become void unless cashed within 180 days after the date of issuance.

HOW TO GET BENEFITS

9. How do I get a payment?

If you are a Settlement Class Member and you want to receive a payment, you **must** complete and submit a Claim Form by [Claims Deadline]. Claim Forms can be found and submitted at the Settlement Website, www.xxxxxxxxxxxxxxxxxx.com, or by printing and mailing a paper Claim Form, copies of which are available for download at the Settlement Website.

Settlement Class Members are encouraged to submit claims online. Not only is it easier and more secure, but it is completely free and takes only minutes!

REMAINING IN THE SETTLEMENT

10. What am I giving up if I stay in the Settlement Class?

If the Settlement becomes final, you will give up (or “release”) your rights to sue SNAI and certain other parties (Released Parties) regarding the Released Claims, which are described and defined in Paragraphs 1.25 and 1.26 of the Settlement Agreement. Unless you exclude yourself (*see* Question 14), you will release the Released Claims, regardless of whether you submit a claim or not. You may access the Settlement Agreement through the “Important Documents” tab on the website.

The Settlement Agreement describes the Released Claims with specific descriptions, so read it carefully. If you have any questions you may speak to the lawyers listed in Question 12 for free or you may, of course, speak to your own lawyer.

11. What happens if I do nothing at all?

If you do nothing, you will not receive any monetary benefit from this Settlement. Further, if you do not exclude yourself, you will be unable to start a lawsuit or be part of any other lawsuit brought against SNAI regarding the Released Claims.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in the case?

The Court has appointed Allen Carney and Sam Jackson of Carney Bates & Pulliam PLLC to be the attorneys representing the Settlement Class. They are called “Class Counsel.” After conducting an extensive investigation, they believe that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your own expense.

13. How will the lawyers be paid?

Class Counsel’s attorneys’ fees, costs, and expenses will be paid from the Settlement Fund in an amount determined and awarded by the Court. Class Counsel is entitled to seek up to one-third of the \$900,000.00 Settlement Fund, but the Court may award less than this amount.

Class Counsel may also seek a Service Award of up to \$25,000.00 for the Class Representative for his service in helping to bring and settle the case. The Service Award will be paid out of the Settlement Fund, but the Court may award less than this amount.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I get out of the Settlement?

To exclude yourself from the Settlement Class, you must mail or otherwise deliver a letter stating that you wish to be excluded. Your letter must include:

- a. The name and number of this case, *Lee v. Springer Nature America, Inc.*, Case No. 1:24-04493-LJL;
- b. Your full name, mailing address and email address;
- c. A statement that you wish to be excluded; and
- d. Your handwritten or electronically imaged written signature.

You must mail or deliver your exclusion letter, postmarked no later than **[objection/exclusion deadline]** to:

Settlement Administrator
[insert address]

15. If I don't exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue SNAI for the Released Claims being resolved by this Settlement.

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

No. If you exclude yourself, you may not submit a Claim Form to receive a monetary benefit.

OBJECTING TO THE SETTLEMENT

17. How do I object to the Settlement?

If you're a Settlement Class Member, you may ask the Court to deny approval by filing an objection. You may object to any aspect of the Settlement, Class Counsel's request for attorneys' fees and expenses, or the request for a Service Award. You can give reasons why you think the Court should not give its approval. The Court will consider your views.

If you choose to make an objection, you must mail or file with the Court a letter or brief stating that you object to the Settlement. Your letter or brief must include the name and number of this case, *Lee v. Springer Nature America, Inc.*, Case No. 1:24-04493-LJL, as well as the following information:

- a. Your full name, mailing address and email address;
- b. An explanation of any and all your reasons for your objections, including citations to legal authority and supporting evidence, and attaching any materials you rely on for your objections;
- c. The name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with your objection;
- d. A statement indicating whether you or your attorney intends to appear at the Final Approval Hearing; and
- e. Your handwritten or electronically imaged written signature; and
- f. If a Settlement Class Member or any of the objecting lawyers have objected to any class action settlement where the objector or the objecting lawyer asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption and amount of payment received. Any challenge to the Settlement Agreement or the Final Judgment shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

You must mail or deliver your written objection, postmarked no later than **[objection/exclusion deadline]** to:

Clerk of the Court
 United States District Court for the Southern District of New York
 500 Pearl St., New York, NY 10007

You must also mail or otherwise deliver a copy of your written objection to Class Counsel and SNAI's counsel at the following addresses:

Class Counsel	Defendant's Counsel
Allen Carney Carney Bates & Pulliam, PLLC One Allied Dr., Ste. 1400 Little Rock, AR 72202 Email: acarney@cbplaw.com	Sharon Schneier Davis Wright Tremaine LLP 1251 Avenue of the Americas, 21st Floor New York, NY 10020-1104 Email: sharonshneier@dwt.com

18. What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no right to object or file a Claim Form because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at [time] on [date] in Courtroom 15C at the Daniel Patrick Moynihan U.S. Courthouse, 500 Pearl St., New York, NY 10007. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; to consider Class Counsel's request for attorneys' fees and expenses; and to consider the request for a Service Award to the Class Representative. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check [Settlement Website] or contact Class Counsel at [class counsel contact]. If, however, you timely objected to the Settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the date of such Final Approval Hearing.

20. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection or comment, you don't have to attend the hearing to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also retain your own lawyer (at your own expense) to attend, but it's not required.

21. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must

include in your letter or brief objecting to the Settlement a statement saying that your or your attorney intend to appear at the Final Approval Hearing.

GETTING MORE INFORMATION

22. Where do I get more information?

This Notice contains only a summary of the Settlement and the proceedings to date. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at [Settlement Website]. You may also write with questions to the Settlement Administrator, [Insert address]. You can also call the Settlement Administrator at 1-XXX-XXX-XXXX or Class Counsel at [class counsel contact], if you have any questions. Before doing so, however, please read this full Notice carefully. You may also find additional information elsewhere on the case website.

PLEASE DO NOT CONTACT THE COURT, THE CLERK'S OFFICE, DEFENDANT, OR DEFENDANT'S COUNSEL TO ASK QUESTIONS ABOUT THIS ACTION OR THIS NOTICE. THEY CANNOT ANSWER ANY QUESTIONS OR DISCUSS THE ACTION.

EXHIBIT D

PART TWO: PAYMENT SELECTION

Please select one of the following payment options:

 Venmo

Zelle

PayPal

Email address associated with your selected account:

[illegible]

Physical Check

A check will be mailed to the address provided above.

PART THREE: CERTIFICATION

To qualify for a cash payment, you must verify that you watched a prerecorded (including on-demand replay) video on the Scientific American website, i.e. www.scientificamerican.com, while you had and were logged into your Facebook account by completing the following certification.

I certify the following:

- (1) At least once between June 12, 2022 and **[Preliminary Approval Date]**:
 - (a) I possessed login credentials for access to the Scientific American website;
 - (b) I possessed a Facebook account; and
 - (c) While logged into my Facebook account, I requested or obtained video content available from and/or through any of Springer Nature America, Inc.'s services.
- (2) All of the information on this Claim Form is true and correct to the best of my knowledge, information, and belief, and this is the only claim I will submit in connection with this Settlement. I understand the Settlement Administrator may contact me to request further verification of the information provided in this Claim Form.

--

SIGNATURE

DATE _____

$$\begin{array}{|c|c|} \hline & \\ \hline \end{array} - \begin{array}{|c|c|} \hline & \\ \hline \end{array} - \begin{array}{|c|c|c|c|} \hline & & & \\ \hline \end{array}$$

MM DD YYYYY

Please keep a copy of your Claim Form for your records.

EXHIBIT E

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

MARK LEE, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

SPRINGER NATURE AMERICA, INC.,

Defendant.

Case No. 1:24-cv-04493-LJL

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

This matter is before the Court on Plaintiff’s unopposed Motion for Preliminary Approval of Class Action Settlement (the “Motion”). The Motion attaches and incorporates a Class Action Settlement Agreement (the “Settlement” or “Settlement Agreement”) that, together with the exhibits thereto, sets forth the terms and conditions for the settlement of claims, on a classwide basis, against Defendant Springer Nature America, Inc. (“Defendant” or “SNAI” and, along with Plaintiff, the “Parties”).

Having carefully considered the Motion, the Settlement Agreement together with all exhibits and attachments thereto, the record in this matter, and the briefs and arguments of counsel, and the Court determining that it likely will be able to approve the Settlement as fair, reasonable, and adequate under Fed. R. Civ. P. 23(e)(2), that it will likely be able to certify a class for purposes of judgment on the Settlement under Rules 23(a) and (b)(3), and that the proposed plan of notice (the “Notice Program”) to the Settlement Class is the best notice practicable under the circumstances and consistent with the requirements of due process and Federal Rule of Civil Procedure 23(c)(2), and that a hearing should and will be held after notice to the Settlement Class to confirm that the Settlement is fair, reasonable, and adequate, and to determine whether this

Court should enter a judgment approving the Settlement and an order of dismissal of this action based upon the Settlement,

IT IS HEREBY ORDERED as follows:

1. Unless otherwise defined herein, all terms that are capitalized herein shall have the same meaning ascribed to those terms in the Settlement Agreement.
2. The Court has jurisdiction over the subject matter of this action and personal jurisdiction over the Parties and the members of the Settlement Class.

PRELIMINARY APPROVAL OF THE PROPOSED SETTLEMENT

3. The Court finds that, subject to the Final Approval Hearing, the Court will likely be able to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class. The Court further finds that the Settlement substantially fulfills the purposes and objectives of the class action and provides beneficial relief to the Settlement Class, especially considering the risks and delay of continued litigation. The Court also finds that the Settlement Agreement: (a) is the result of arm's-length negotiations involving experienced counsel, with the assistance of a mediator, the Honorable Diane Welsh (Ret.); (b) is sufficient to warrant notice of the Settlement and the Final Approval Hearing to the Settlement Class; (c) meets all applicable requirements of law, including Federal Rule of Civil Procedure 23 and the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715; and (d) is not a finding or admission of liability by Defendant.

CERTIFICATION OF THE SETTLEMENT CLASS

4. Under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, and solely for purposes of judgment on the proposed Settlement, the Court preliminarily approves the following Settlement Class:

All persons in the United States who: (1) possessed login credentials for the website, <https://www.scientificamerican.com> (the "Scientific American Website"), whether accessed via a web browser or mobile device and were paying subscribers, (2) possessed

a Facebook account; and (3) requested or obtained video content from and/or through any of SNAI's services during the Class Period while logged into Facebook.

5. Excluded from the Settlement Class are (1) any persons who have asserted claims against Defendant under the VPPA prior to the date of this settlement through counsel other than Class Counsel; (2) any Judge or Magistrate presiding over this Action and members of their families; (3) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, directors, agents, and attorneys; (4) persons who properly execute and file a timely request for exclusion from the Settlement Class; and (5) the legal representatives, successors or assigns of any such excluded persons.

6. All Persons who are members of the Settlement Class who have not submitted a timely request for exclusion are referred to collectively as "Settlement Class Members" or individually as a "Settlement Class Member."

7. For purposes of settlement only, the Court finds that it will likely be able to certify the Settlement Class under Federal Rules of Civil Procedure 23(a) and (b)(3), as the prerequisites thereunder have been met, including (1) that the Settlement Class is so numerous that joinder of all members is impracticable; (2) that there are questions of law and fact common to members of the Settlement Class that predominate over questions affecting only individual members (e.g., whether Defendant unlawfully disclosed to third parties Plaintiff's and Settlement Class Members' personally identifiable information without consent in a manner that violated the Video Privacy Protection Act, 18 U.S.C. § 2710, and whether Plaintiff and the Settlement Class Members are entitled to uniform statutory damages under the VPPA); (3) that Plaintiff's claims are typical of the claims of the Settlement Class; that Plaintiff and his counsel will fairly and adequately protect

the interests of the Settlement Class; and (4) that a settlement class action is a superior method of fairly and efficiently adjudicating this Action.

8. Under Federal Rule of Civil Procedure 23, and for settlement purposes only. Plaintiff Mark Lee is hereby appointed Class Representative and the following are hereby appointed as Class Counsel: Allen Carney and Sam Jackson of Carney Bates & Pulliam PLLC.

9. The Court finds that the above attorneys are competent and capable of exercising the responsibilities of Class Counsel and that Plaintiff will adequately protect the interests of the Settlement Class defined above.

NOTICE AND ADMINISTRATION

10. The Court directs the Settlement Administrator to perform the functions and duties set forth in the Settlement Agreement—including providing notice to the Settlement Class, processing Claim Forms, and administering distributions from the Settlement Fund—and to provide such other administration services as are reasonably necessary to facilitate the completion of the Settlement.

11. The Court has carefully considered the forms and methods of notice to the Settlement Class set forth in the Settlement (“Notice Program”). The Court finds that the Notice Program is reasonably calculated to apprise members of the Settlement Class of the pendency of this action, the terms of the Settlement, and the right to object to the Settlement and to exclude themselves from the Settlement Class. The Court finds that the Notice Program constitutes the best notice practicable under the circumstances and fully satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the requirements of due process, and the requirements of any other applicable law, such that the terms of the Settlement, the releases provided for therein, and this Court’s final judgment will be binding on all Settlement Class Members. The Court further

finds that the Notice Program constitutes valid, due, and sufficient notice to all persons entitled thereto, and meets the requirements of due process. Accordingly, the Court finds that no notice other than that specifically identified in the Settlement is necessary in this Action.

12. The Court hereby approves the Notice Program and the form, content, and requirements of the E-mail Notice attached as Exhibit B to the Settlement Agreement, the Long Form Notice attached as Exhibit C to the Settlement Agreement, and the Claim Form attached as Exhibit D to the Settlement Agreement. The Parties, by agreement, may revise the Notices and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting, consistent with this Order.

13. The Settlement Administrator shall cause the Notice Program to be executed within twenty-one (21) days following the entry of this Order (the “Notice Date”). Class Counsel, prior to the Final Approval Hearing, shall file with the Court a declaration executed by the Settlement Administrator attesting to the timely completion of the Notice Program. The Settlement Administrator shall maintain the Settlement Website to provide full information about the Settlement and allow for the filing of claims online.

SUBMISSION OF CLAIMS AND REQUESTS FOR EXCLUSIONS

14. Settlement Class Members who wish to receive benefits under the Settlement must complete and submit a timely and valid Claim Form in accordance with the instructions contained therein. To be timely, Claim Forms must be postmarked or received by the Settlement Administrator by _____, 2025. Settlement Class Members who do not submit a claim and those who do not submit a timely and valid claim will not receive a payment under the Settlement, but they will be bound by the Settlement.

15. The Settlement Administrator shall review all claims to determine their validity and

shall employ reasonable procedures to screen claims for abuse and fraud, and to deny claims where there is evidence of abuse or fraud. The Settlement Administrator may reject any claim that is not submitted by a Settlement Class Member; that does not comply in any material respect with the instructions on the Claim Form; or that is submitted after the Claims Deadline.

16. Each and every member of the Settlement Class who does not timely and validly submit a claim shall be forever barred from participating in any distributions of the Settlement Fund, and shall be bound by all determinations and orders pertaining to the Settlement, including the release of all claims to the extent set forth in the Settlement, unless such person requests exclusion from the Settlement in a timely and proper manner, as hereinafter provided.

17. A member of the Settlement Class wishing to request exclusion (or “opt-out”) from the Settlement shall mail a request for exclusion to the Settlement Administrator. The request for exclusion must be in writing, must be mailed to the Settlement Administrator at the address specified in the Class Notice, must be postmarked no later than forty-five (45) days following the Notice Date, must include the name and number of the case, and must clearly state the Settlement Class member’s desire to be excluded from the Settlement Class, as well as the Settlement Class member’s name, address, email address, and signature. The request for exclusion shall not be effective unless it provides the required information and is made within the time stated above. No member of the Settlement Class, or any person acting on behalf of or in concert or in participation with a member of the Settlement Class, may request exclusion of any other member of the Settlement Class from the Settlement.

18. Members of the Settlement Class who timely request exclusion from the Settlement will relinquish their rights to benefits under the Settlement and will not release any claims against SNAI.

19. All members of the Settlement Class who do not timely and validly request exclusion shall be bound by all terms of the Settlement Agreement and by the Final Approval Order and Judgment even if they have previously initiated or subsequently initiate individual litigation or any other proceedings against SNAI.

20. The Settlement Administrator shall promptly provide all Parties with copies of any exclusion requests, and Plaintiff shall file a list of all persons who have validly opted out of the Settlement with the Court prior to the Final Approval Hearing.

APPEARANCES AND OBJECTIONS

21. Any member of the Settlement Class who does not file a timely request for exclusion, but who wishes to object to approval of the proposed Settlement, to the award of attorneys' fees and costs, or to the Service Award to the Class Representative must file with the Court a written statement (along with any supporting papers), postmarked or filed on or before 45 days following the Notice Date, that includes: a caption or title that identifies it as "Objection to Class Settlement in *Lee v. Springer Nature America, Inc.*, Case No. 1:24-04493-LJL"; the Settlement Class Member's name, address and email address; all grounds for the objection, including all citations to legal authority and evidence supporting the objection; the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules); and the objector's handwritten or electronically imaged written signature.

22. If a Settlement Class Member or any of the Objecting Attorneys has objected to

any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption and amount of payment received. Any challenge to the Settlement Agreement or the Final Approval Order and Judgment shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

23. A Settlement Class Member who has timely filed a written objection stating the Settlement Class Member's intention to appear at the Final Approval Hearing as set forth above may appear at the Final Approval Hearing in person or through counsel to be heard orally regarding his or her objection. It is not necessary, however, for a Settlement Class Member who has filed a timely objection to appear at the Final Approval Hearing. No Settlement Class Member wishing to be heard orally in opposition to the approval of the Settlement and/or the request for attorneys' fees and costs and/or the request for Service Award to the Class Representative will be heard unless that Settlement Class Member has filed a timely written objection as set forth above, including a statement that the Settlement Class Member intends to appear at the Final Approval Hearing. No non-party, including members of the Settlement Class who have timely opted out of the Settlement, will be heard at the Final Approval Hearing.

24. Any Settlement Class Member who does not make an objection to the Settlement in the manner provided herein shall be deemed to have waived and forfeited any and all rights he or she may have to object, appear, present witness testimony, and/or submit evidence; shall be barred from appearing, speaking, or introducing any testimony or evidence at the Final Approval Hearing; shall be precluded from seeking review of the Settlement by appeal or other means; and shall be bound by all terms of the Settlement and by all proceedings, orders, and judgments in the

Action.

FINAL APPROVAL HEARING

25. The Federal Rule of Civil Procedure 23(e) Final Approval Hearing is hereby scheduled to be held before this Court on _____, 2025 at __: __ .m for the following purposes: (i) to finally determine whether the applicable prerequisites for settlement class action treatment under Federal Rules of Civil Procedure 23(a) and (b)(3) are met; (ii) to determine whether the Settlement is fair, reasonable, and adequate, and should be given final approval by the Court; (iii) to determine whether the judgment as provided under the Settlement Agreement should be entered; (iv) to consider the application for an award of attorneys' fees and expenses of Class Counsel; (v) to consider the application for a Service Award to the Class Representative; (vi) to consider the distribution of the Settlement benefits under the terms of the Settlement Agreement; and (vii) to rule upon such other matters as the Court may deem appropriate.

26. On or before thirty (30) days after the Notice Date, Class Counsel shall file any application for attorneys' fees and expenses and Service Award to the Class Representative (the "Fee Petition"). Defendant may, but is not required to, file a response to Class Counsel's Fee Petition with the Court no later than twenty-one (21) days before the Final Approval Hearing. Class Counsel may file a reply in support of their Fee Petition with the Court no later than fourteen (14) days before the Final Approval Hearing.

27. On or before thirty (30) days after the Notice Date, Plaintiff shall file papers in support of final approval of the settlement. Papers in response to any objections shall be filed no later than fourteen (14) days before the Final Approval Hearing.

28. The Final Approval Hearing may be postponed, adjourned, transferred, or

continued by order of the Court without further notice to the Settlement Class. At, or following, the Final Approval Hearing, the Court may enter a Final Approval Order and Judgment in accordance with the Settlement Agreement that will adjudicate the rights of all class members.

29. For clarity, the deadlines the Parties and members of the Settlement Class shall adhere to are as follows:

EVENT	DATE
Notice Date	21 days after Preliminary Approval
Class Counsel's Fee Petition	30 days after the Notice Date
Plaintiff's Motion for Final Approval	30 days after the Notice Date
Claims Deadline	45 days after the Notice Date
Objection/Exclusion Deadline	45 days after the Notice Date
Final Approval Hearing	70 days after the Notice Date

30. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

FURTHER MATTERS

31. All discovery and other pretrial proceedings in the Action as between the Plaintiff and Defendant are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Settlement and this Order.

32. In order to protect its jurisdiction to consider the fairness of the Settlement and to enter a Final Approval Order and Judgment having binding effect on all Settlement Class Members, the Court hereby enjoins all members of the Settlement Class, and anyone who acts or

purports to act on their behalf, from pursuing or continuing to pursue all other proceedings in any state or federal court or any other proceeding that seeks to address Releasing Parties' or any Settlement Class member's rights or claims relating to, or arising out of, any of the Released Claims.

33. The Settlement does not constitute an admission, concession, or indication by the Parties of the validity of any claims or defenses in the Action or of any liability, fault, or wrongdoing of any kind by SNAI, which vigorously denies all of the claims and allegations raised in the Action.

34. In the event that the Settlement is terminated under the terms of the Settlement, or if for any reason whatsoever the approval of it does not become final and no longer subject to appeal, then: (i) the Settlement shall be null and void, including any provisions related to the award of attorneys' fees and costs, shall have no further force and effect with respect to any party in this Action, and may not be referred to or used as evidence or for any other purpose whatsoever in the Action or any other action or proceeding; (ii) all negotiations, proceedings, documents prepared, and statements made in connection therewith shall be without prejudice to any person or party hereto, shall not be deemed or construed to be an admission by any party of any act, matter, or proposition, and shall not be used in any manner of or for any purpose in any subsequent proceeding in this Action or in any other action in any court or other proceeding, provided, however, that the termination of the Settlement shall not shield from subsequent discovery any factual information provided in connection with the negotiation of this Settlement that would ordinarily be discoverable but for the attempted settlement; (iii) this Order shall be vacated and of no further force or effect whatsoever, as if it had never been entered; and (iv) any party may elect to move the Court to implement the provisions of this paragraph, and none of the non-moving

parties (or their counsel) shall oppose any such motion. This Order shall not be construed or used to show that certification of one or more classes would or would not be appropriate if the Action were to be litigated rather than settled.

35. The Court retains jurisdiction to consider all further matters arising out of or connected with the Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Class.

IT IS SO ORDERED.

Dated: _____, 20__

HON. LEWIS J. LIMAN
UNITED STATES DISTRICT COURT
JUDGE