



**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU**

DANIEL OHEBshalom, MATTHEW KIMOTO, THOMAS FAN, and CLINTON BROWN, individually and on behalf of all others similarly situated,

Index No.

Plaintiffs,

v.

DAPPER LABS, INC.

Defendant.

**CLASS ACTION SETTLEMENT AGREEMENT**

This Agreement (“Agreement” or “Settlement Agreement”) is entered into by and among

(i) Plaintiffs, Daniel Ohebshalom, Matthew Kimoto, Thomas Fan, and Clinton Brown (the “Plaintiffs”); (ii) the Settlement Class (as defined herein); and (iii) Defendant, Dapper Labs, Inc. (“Defendant”). Plaintiffs and the Defendant are collectively referred to herein 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**

**A. WHEREAS**, Plaintiffs and Defendant have participated in a negotiation with respect to potential claims under the Video Privacy Protection Act (“VPPA”), 18 U.S.C. § 2710 against Defendant.

**B. WHEREAS**, the Parties, through their respective counsel, participated in extensive arms-length negotiations in efforts to settle the disputes, including a mediation before former United States District Judge Wayne R. Andersen, formerly of the Northern District of Illinois.

**C. WHEREAS**, as part of the mediation, and in order to competently assess their relative negotiating positions, the Parties exchanged informal discovery, including on issues such as the size and scope of the putative class, and certain facts related to the strength of Defendant's defenses. Given that the information exchanged was similar to the information that would have been provided in formal discovery related to the issues of class certification and summary judgment, the Parties have sufficient information to assess the strengths and weaknesses of the claims and defenses.

**D. WHEREAS**, 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. 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 in 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, nor is it an admission that non-fungible tokens ("NFTs") are videos for the purposes of the VPPA.

**E. WHEREAS**, Plaintiffs believe that the claims asserted in the Action against Defendant have merit and that they would have prevailed at summary judgment and/or trial. Nonetheless, Plaintiffs and Class Counsel recognize that Defendant has raised factual and legal defenses that present a risk that Plaintiffs may not prevail. Plaintiffs 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.

Plaintiffs 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, Plaintiffs believe 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 Plaintiffs, the Settlement Class, and each of them, and Defendant, by and through its 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 *Ohebshalom v. Dapper Labs, Inc.*, Index No. 615987/2025 , pending in the Supreme Court for the State of New York, County of Nassau.
- 1.2 “Approval Motion”** means the Plaintiffs’ anticipated motion, with supporting documents and materials for the Court’s approval of the settlement and this Agreement pursuant to CPLR 901, *et seq.*

**1.3**    “**Approval Order**” means the Order entered by the Court: (i) certifying the Class; (ii) approving the terms and conditions of this Agreement; (iii) appointing Class Counsel; (iv) directing the manner and timing of providing Notice to the Class; and (v) setting the dates and deadlines for effectuating the settlement, including date of the mailing of Notice, the Claim Period, and the date of the Fairness Hearing if one is to be scheduled

**1.4**    “**Approved Claim**” means a Claim Form submitted by a Settlement Class Member that: (a) is submitted timely and in accordance with the directions on the Claim Form and the provisions of the Settlement Agreement; (b) is fully and truthfully completed by a Settlement Class Member with all of the information requested in the Claim Form; (c) is signed by the Settlement Class Member, physically or electronically; and (d) is approved by the Settlement Administrator pursuant to the provisions of this Agreement. To receive a Cash Payment, each claimant must fill out an attestation that they had an active account to one of Defendant’s websites during the Class Period.

**1.5**    “**Cash Benefit Cap**” means the gross amount of \$3,331,333.33.

**1.6**    “**Cash Payment**” means the option for Settlement Class Members who complete the claims process and submit an Approved Claim to receive cash in the amount of \$5.00 USD. Cash Payments shall be subject to the Cash Benefit Cap.

**1.7**    “**Claim Form**” means the document substantially in the form attached hereto as Exhibit A, 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.

**1.8**    “**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 sixty (60) 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. Failure to submit a timely claim by the Claims Deadline will prevent a Settlement Class Member from receiving a Cash Award from the Settlement Fund.

**1.9     “Class Counsel”** means Philip L. Fraietta and Stefan Bogdanovich of Bursor & Fisher, P.A.

**1.10    “Class Period”** means from June 15, 2020 through January 30, 2025.

**1.11    “Class Representatives”** means the named Plaintiffs in this Action, Daniel Ohebshalom, Matthew Kimoto, Thomas Fan, Clinton Brown, and the Settlement Class.

**1.12    “Court”** means the Supreme Court of the State of New York, County of Nassau.

**1.13    “Defendant”** means Dapper Labs, Inc.

**1.14    “Defendants’ Counsel”** means Kenneth P. Herzinger, Aaron D. Charfoos, and Kelsey R. McQuilkin of Paul Hastings LLP.

**1.15    “Effective Date”** is the date on which this Agreement becomes effective, which shall mean the later of: (1) 30 days after the close of the Claim Form Deadline; or (2) 30 days after a Final Order is entered, if the Court holds a Fairness Hearing, whichever is later. If, however, an appeal of the Approval Order or Final Order is filed, then the Effective Date shall be 5 days after the latest of the following: (1) the appeal is dismissed, discontinued, or denied; (2) the Approval Order or Final Order has been affirmed on appeal or remanded in a form substantially similar to the order entered by the Court; or (3) the time to petition for review of an appellate decision expires.

**1.16    “Fairness Hearing”** means the hearing before the Court, if required, relating to the fairness and approval of the Settlement, which occurs after the Claim Form Deadline.

**1.17    “Fee Award”** means the amount of attorneys’ fees, costs, and expenses awarded by the Court to Class Counsel, which will be paid by Defendant.

**1.18 “Gross Settlement Amount”** means \$5,000,000, which is inclusive of (1) Cash Payments; (2) Settlement Administration Expenses; (3) the Fee Award; and (4) the Service Awards.

**1.19 “Notice”** means the notice of this proposed Class Action Settlement Agreement, 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, CPLR 908, and is substantially in the form of Exhibits B, C, and D hereto.

**1.20 “Notice Date”** means the date by which the Notice set forth in Paragraph 4.1 is complete, which shall be no later than thirty (30) days after entry of the Approval Order.

**1.21 “Objection/Exclusion Deadline”** means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a Person within the Settlement Class must be made, which shall be designated as a date no later than sixty (60) days after the Notice Date.

**1.22 “Person”** shall mean, 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.

**1.23 “Plaintiffs”** means Daniel Ohebshalom, Matthew Kimoto, Thomas Fan, Clinton Brown, and the Settlement Class.

**1.24 “Released Claims”** means any and all 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, whether in law or in equity, accrued or un-accrued, direct, individual or representative, of every nature and description whatsoever, whether based on the VPPA or other state, federal, local, statutory or common law or any other law, rule or regulation, 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' personal information and/or video viewing behavior to any third party by any means, including all claims that were brought or could have been brought in the Action relating to the disclosure of such information belonging to any and all Releasing Parties but excluding existing claims at issue in *Fan v. NBA Properties, Inc.*, Case No. 3:23-cv-05069 (N.D. Cal.) regarding the use of the Meta Tracking Pixel on the nbatopshot.com website. The Approval Order shall also enjoin Plaintiffs and the Settlement Class from instituting or participating in any lawsuit, regulatory, or other proceeding arising out of or related in any way to the Released Claims or that are covered by the releases provided for in any final non-appealable approval of the Settlement Agreement provided, however, that Plaintiffs or a Settlement Class Member shall be permitted to comply with a valid subpoena or court order concerning the Released Claims.

**1.25 "Released Parties"** means Defendant Dapper Labs, Inc., as well as any and all of its past and present agents, advisors, attorneys, employees, representatives, partners, partnerships, corporations, companies, joint venturers, licensees, licensors, predecessors, trustees, estates, heirs, executors, administrators, officers, directors, principals, members, managers, owners, direct or indirect security holders, shareholders, parents, subsidiaries, affiliates, related companies, former companies, divisions, successors and assigns, fiduciaries, contractors, insurers, co-insurers, reinsurers, and any person in legal privity with them.

**1.26 “Releasing Parties”** means Plaintiffs, 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, 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.

**1.27 “Service Awards”** means the Court-approved service awards to the Class Representatives, which shall be up to \$5,000 per Class Representative.

**1.28 “Settlement Administration Expenses”** means the fees and expenses incurred by the Settlement Administrator in providing Notice, processing claims, responding to inquiries from members of the Settlement Class, mailing checks for Approved Claims, and related services, which shall be paid by Defendant in an amount not to exceed \$150,000.

**1.29 “Settlement Administrator”** means Epiq or other such reputable administration company that has been selected by the Parties and approved by the Court to perform the duties set forth in this Agreement, including but not limited to overseeing the distribution of Notice, as well as the processing and payment of Approved Claims to the Settlement Class as set forth in this Agreement.

**1.30 “Settlement Class”** means all individuals who held an account on the NFL All Day, Disney Pinnacle, UFC Strike, NBA Top Shot, or La Liga Golazos product websites ([www.nflallday.com](http://www.nflallday.com), [www.disneypinnacle.com](http://www.disneypinnacle.com), [www.ufcstrike.com](http://www.ufcstrike.com), [www.nbatopshot.com](http://www.nbatopshot.com), and [www.laligagolazos.com](http://www.laligagolazos.com)) during the Class Period. Excluded from the Settlement Class shall be counsel to the Settling Parties, Hon. Wayne R. Andersen, and their employees, legal representatives, heirs, successors, assigns, or any members of their immediate family; any

government entity; Dapper Labs, Inc., any entity in which Dapper Labs, Inc. has a controlling interest, any of Dapper Labs, Inc.'s subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, heirs, successors, or assigns, or any members of their immediate family; any persons who, as of the date of this Agreement, have provided notice to Dapper Labs, Inc. of claims relating to the Action; any persons who have released claims relating to the Action; and any persons who timely opt-out of the Settlement Class.

1.31   **“Settlement Class Member”** means a Person who falls within the definition of the Settlement Class as set forth above and who has not submitted a valid request for exclusion.

1.32   **“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. 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   Payments to Settlement Class Members.**

(a)   Settlement Class Members shall have until the Claims Deadline to submit an Approved Claim. Each Settlement Class Member with an Approved Claim shall be entitled to receive the following:

    i.   A Cash Payment of \$5.00 USD.

(b)   All Cash Payments shall be subject to the Cash Benefit Cap of \$3,331,333.33. In the event that Approved Claims for Cash Payments exceed the Cash Benefit Cap, all Cash

Payments shall each be reduced *pro rata*. If the number of qualified claimants exceeds 800,000, each claimant shall receive a pro rata share of the Settlement Sum.

**(c)** Each Settlement Class Member will receive his or her Cash Payment via check, Zelle, or PayPal, at the Settlement Class Member's election, with checks being sent via first class U.S. mail to the Settlement Class Members who submitted such Approved Claims.

**(d)** Within thirty (30) days of the Effective Date, Defendant shall establish a fund containing its anticipated payment of any Approved Claims for Cash Payments (the "Cash Payment Fund") and shall wire said amount to the Settlement Administrator.

**(e)** 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 eighty (180) days after the date of issuance. To the extent that any checks issued to a Settlement Class Member are not cashed within one-hundred eighty (180) 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 during the initial distribution, but only to the extent each Settlement Class Member would receive at least \$2.00 in any such secondary distribution and if otherwise feasible. To the extent each Settlement Class Member would receive less than \$2.00 in any such secondary distribution or if a secondary distribution would be otherwise infeasible, any uncashed check funds shall revert to a non-sectarian, not-for-profit organization, agreed upon by counsel for the class and Defendant and approved by the Court.

**2.2 Prospective Relief.** Dapper Labs, Inc. agrees to cease operation of the Meta Pixel, Google Pixel, the Microsoft Bing Pixel, the SnapChat Pixel, the X Pixel, the Reddit Pixel, and the TikTok Pixel on any pages on its websites where it would capture the title of a video purchased or viewed, unless and until the VPPA is amended, repealed, or otherwise invalidated

by judicial decision as applied to the use of web site pixel technology or video games generally, or until Dapper Labs, Inc. obtains VPPA-compliant consent for the disclosure of such video titles to any third-parties.

**3. RELEASE.**

**3.1** 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.

**3.2** Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Approval Order shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them. 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.

**4. NOTICE TO THE CLASS.**

**4.1** The Notice Plan shall consist of the following:

**(a)** *Settlement Class List.* No later than twenty-eight (28) days after the execution of the final Settlement Agreement, Defendant shall produce an electronic list from its records that includes the names, e-mail addresses, and last known U.S. Mail addresses, to the extent available, belonging to individuals who subscribed to [www.nbatopshot.com](http://www.nbatopshot.com), [www.nflallday.com](http://www.nflallday.com), [www.disneypinnacle.com](http://www.disneypinnacle.com), [www.ufcstrike.com](http://www.ufcstrike.com), and [www.laligagolazos.com](http://www.laligagolazos.com) during the Class Period. This electronic document shall be called the “Class List,” and shall be provided to the Settlement Administrator with a copy to Class

Counsel. Class Counsel shall not use the Settlement 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. Class Counsel may not send advertisements, solicitations, or communications to the Settlement Class to solicit Class members to retain Class Counsel for any other matters or disputes.

**(b) *Direct Notice.*** No later than the Notice Date, the Settlement Administrator shall send Notice via email substantially in the form attached as Exhibit B, along with an electronic link to the Claim Form, to all Settlement Class Members for whom a valid email address is available in the Class List. In the event transmission of e-mail 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.

**(c) *Reminder Notice.*** Thirty (30) days prior to the Claims Deadline, the Settlement Administrator shall again send Notice via email substantially in the form attached as Exhibit B (with minor, non-material modifications to indicate that it is a reminder email rather than an initial notice), along with an electronic link to the Claim Form, to all Settlement Class Members for whom a valid email address is available in the Class List.

**(d) *Settlement Website.*** Within thirty (30) days from entry of the Approval Order, Notice shall be provided on a website at [www.dappervppaclassactionsettlement.com](http://www.dappervppaclassactionsettlement.com) which shall be administered and maintained by the Settlement Administrator and shall include the ability to file Claim Forms on-line. The Notice provided on the Settlement Website shall be substantially in the form of Exhibit D hereto.

**(e) *Contact from Class Counsel.*** Class Counsel, in their capacity as counsel to Settlement Class Members, may from time to time contact Settlement Class Members to

provide information about the Settlement Agreement, answer any questions Settlement Class Members may have about the Settlement Agreement, and assist Settlement Class Members with filing claims insofar as such communication or correspondence is directly related to administering the settlement.

**4.2** The Notice 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 Notice shall specify that any objection to the Settlement Agreement, and any papers submitted in support of said objection, shall be considered by the Court only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, 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 electronic filing system.

**4.3** Any Settlement Class Member who intends to object to this Agreement must present the objection in writing, which must be personally signed by the objector, and must include: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member, including information sufficient to identify the objector's current Facebook page or a screenshot showing that the objector was a Facebook member during the Class Period; (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"); and (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).

**4.4** 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 Approval Order shall be pursuant to appeal under the CPLR and not through a collateral attack.

**4.5** A potential 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 approved by the Court and specified in the Notice. 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 and address, a signature, the name 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 Approval Order; (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.

**4.6** The Final Approval Hearing, if any, shall be no earlier than seventy-five (75) days after the Notice described in Paragraph 4.1(b) is provided.

**4.7** Any Settlement Class Member who does not, using the procedures set forth in this Agreement and the Notice, either seek exclusion from the Settlement Class or timely file a valid Claim Form shall not be entitled to receive any payment or benefits pursuant to this Agreement, but will otherwise be bound by all of the terms of this Agreement, including the terms of the Approval Order 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.

**4.8** For the convenience of the Parties and Settlement Class Members, below is a schedule of all proposed deadlines:

EVENT	PROPOSED DEADLINE
Deadline to Provide Settlement Administrator with Class List	28 Days After Execution of the final Settlement Agreement
Notice Date	30 Days After Preliminary Approval Order
Motion for Final Approval	45 Days After Notice Date
Motion for Attorneys' Fees	45 Days After Notice Date
Claims Deadline	60 Days After Notice Date
Objection/Exclusion Deadline	60 Days After Notice Date
Opposition to Motion for Final Approval	60 Days After Notice Date
Opposition to Motion for Attorneys' Fees	60 Days After Notice Date
Reply In Support of Motion for Final Approval	70 Days After Notice Date
Reply In Support of Motion for Attorneys' Fees	70 Days After Notice Date
Final Approval Hearing (if any)	75 Days After Notice Date
Payment of Fee Award	10 Days After Final Approval Order

EVENT	PROPOSED DEADLINE
Establish of Cash Payment Fund	10 Days After Final Approval Order
Payment of Incentive Awards	10 Days After Final Approval Order
Proceeds of Cash Payment Fund Wired to Settlement Administrator	14 Days After Final Approval Order
Cash Payments Sent to Settlement Class Members	30 Days After Final Approval Order

## 5. SETTLEMENT ADMINISTRATION.

**5.1** The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner. 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. Without limiting the foregoing, the Settlement Administrator shall:

**(a)** Forward to Defendant's Counsel, with copies to Class Counsel, all original documents and other materials received in connection with the administration of the Settlement, and all copies thereof, within thirty (30) days after the date on which all Claim Forms have been finally approved or disallowed in accordance with the terms of this Agreement;

**(b)** Receive requests to be excluded from the Settlement Class and other requests and promptly provide to Class Counsel and Defendant's Counsel copies thereof. If the Settlement Administrator receives any exclusion forms or other requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;

**(c)** Provide weekly reports to Class Counsel and Defendant's Counsel, including without limitation, reports regarding the number of Claim Forms received, the number approved by the Settlement Administrator, and the categorization and description of Claim Forms rejected, in whole or in part, by the Settlement Administrator;

**(d)** Make available for inspection by Class Counsel or Defendants Counsel the Claim Forms received by the Settlement Administrator at any time upon reasonable notice; and

**(e)** Provide Class Counsel and Defendant's Counsel with drafts of all administration related documents, including but not limited to follow-up class notices or communications with Settlement Class Members, telephone scripts, website posting or language or other communications with the Settlement Class, at least (5) days before the Settlement Administrator is required to or intends to publish or use such communications, unless Class Counsel and Defendant's Counsel agree to waive this requirement in writing on a case by case basis.

**5.2** 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 the terms of Paragraphs 1.2 and/or 1.3, above, 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.

**5.3** Defendant's Counsel and Class Counsel shall have the right 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 Honorable Freda L. Wolfson for binding determination.

**5.4** 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.

## **6. TERMINATION OF SETTLEMENT.**

**6.1** Subject to Paragraphs 9.1-9.3 below, Defendant or the Class Representatives on behalf of the Settlement Class, shall have the right to terminate this Agreement by providing written notice of the election to do so ("Termination Notice") to all other Parties hereto within twenty-one (21) days of any of the following events: (i) the Court's refusal to grant Approval of this Agreement in any material respect; (ii) the Court's refusal to enter the Approval Order in this Action in any material respect; or (iii) the date upon which the Approval Order is modified or reversed in any material respect by the Appellate Division of the Supreme Court or the Court of Appeals.

**6.2** The Parties agree that the Court's failure to approve, in whole or in part, the Fee Award payment to Class Counsel and/or the incentive award set forth in Paragraph 8 below shall

not prevent the Agreement from becoming effective, nor shall it be grounds for termination. The procedures for any application for approval of attorneys' fees, expenses, or Service Awards are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement.

## **7. APPROVAL ORDER.**

**7.1** Promptly after the execution of this Agreement, Class Counsel will file an unopposed Motion for Approval of the Class Action Settlement ("Approval Motion"), which shall be provided to Defendant's counsel for review 3 days prior to filing. In connection with the Approval Motion, Plaintiffs will seek an Order (among other things): (a) approving as to form and content the Proposed Notice and Claim Form, (b) directing the mailing of the Notice and Claim Form to the Class Members and providing the Class Members an opportunity to submit a request to be excluded from the settlement; (c) approving the settlement as fair, adequate, reasonable, and binding on Plaintiff and all Class Members who have not timely and properly opted out pursuant to Section 4.5 and incorporate the terms of this Agreement; (d) certifying the Class for settlement purposes; (e) approving Class Counsel's application for an award of attorneys' fees and costs; (f) appointing the Claims Administrator and approve the costs of administration; (g) and directing the distribution of the Settlement Payments.

**7.2** If the Court denies the Approval Motion, unless the Parties jointly agree to seek reconsideration of the ruling, to seek appellate review, or to seek Court approval of a renegotiated settlement, the Litigation will resume as if no settlement had been attempted. The Parties retain all rights with respect to whether the Litigation should be maintained as a class action or collective action and with respect to the merits of the claims and defenses being asserted in the Litigation.

7.3 The Parties will work together, diligently and in good faith, to expeditiously obtain an Approval Order and Final Judgment and Dismissal.

**8. CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES; INCENTIVE AWARD.**

8.1 Defendant agrees that Class Counsel shall be entitled to an award of reasonable attorneys' fees and costs in an amount determined by the Court as the Fee Award. With no consideration given or received, Class Counsel will limit its petition for attorneys' fees, costs, expenses to no more than one-third of the Gross Settlement Amount (*i.e.*, \$1,666,666.67), minus Settlement Administration Costs. Provided that Class Counsel limits its request for a Fee Award to this amount, and that the aggregate amount of the Fee Award, Settlement Administration costs does not exceed one-third of the Gross Settlement amount, Defendant shall not oppose Class Counsel's request for the Fee Award.

8.2 The Fee Award shall be payable within ten (10) days after the Approval Order becomes final, or a Final Order is entered, if required, subject to Class Counsel executing the Undertaking Regarding Attorneys' Fees and Costs (the "Undertaking") attached hereto as Exhibit E, and providing all payment routing information and tax I.D. numbers for Class Counsel. Payment of the Fee Award shall be made by wire transfer to Bursor & Fisher, P.A. in accordance with wire instructions to be provided to Defendant's Counsel by Bursor & Fisher, P.A., and completion of necessary forms, including but not limited to W-9 forms. Notwithstanding the foregoing, if for any reason the Approval Order is reversed or rendered void as a result of an appeal(s) then Class Counsel shall return such funds to the Defendant. In addition, should any parties to the Undertaking dissolve, merge, declare bankruptcy, become insolvent, or cease to exist prior to the final payment to Settlement Class Members, those parties

shall execute a new undertaking guaranteeing repayment of funds within fourteen (14) days of such an occurrence.

**8.3** Class Counsel intends to file a motion for Court approval of service awards for the Class Representatives, to be paid by Defendant, in addition to any funds the Class Representatives stand to otherwise receive from the Settlement. With no consideration having been given or received for this limitation, the Class Representatives will seek no more than \$5,000 each (\$20,000 total) as service awards. Such award shall be paid in the form of a check to the Class Representatives that is sent care of Class Counsel within ten (10) days after the Effective Date.

## **9. MISCELLANEOUS PROVISIONS.**

**9.1** The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement, to secure approval, and to defend the Approval Order through any and all appeals. Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking Court approval of the Settlement Agreement, entry of the Approval Order, and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Agreement.

**9.2** The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiffs, the Settlement Class, and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to

assert in any forum that the Action was brought by Plaintiffs or defended by Defendant, or each or any of them, in bad faith or on a frivolous basis.

**9.3** The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully the above and foregoing agreement and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

**9.4** Whether or not the Effective Date occurs or the Settlement Agreement is terminated, neither this Agreement nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the settlement:

(a) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission, concession or evidence of, the validity of any Released Claims, the truth of any fact alleged by the Plaintiffs, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the reasonableness of the settlement amount or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

(b) is, may be deemed, or shall be used, offered or received against Defendant, as an admission, concession or evidence of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

(c) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Released Parties, in any civil, criminal or administrative proceeding in 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 Approval Order 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;

(d) is, may be deemed, or shall be construed against Plaintiffs, the Settlement Class, the Releasing Parties, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and

(e) is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiffs, the Settlement Class, the Releasing Parties, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiffs' claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount.

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

**9.6** The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

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

**9.8** This Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements, and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents. This 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. Notwithstanding the provisions of this paragraph, all representations by Plaintiffs, Defendant, and their counsel set forth in the Parties' Term Sheet shall remain binding.

**9.9** Except as otherwise provided herein, each Party shall bear its own costs.

**9.10** Plaintiffs represent and warrant that they have not assigned any claim or right or interest therein as against the Released Parties to any other Person or Party and that they are fully entitled to release the same.

**9.11** Each counsel or other Person executing this Settlement Agreement, any of its Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such Person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms. Class Counsel in particular warrants that they are authorized to execute this Settlement Agreement on behalf of Plaintiffs and the Settlement Class (subject to final approval by the Court after notice to all Settlement Class Members), and that all actions necessary for the execution of this Settlement Agreement have been taken.

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

A complete set of original executed counterparts shall be filed with the Court so requests.

**9.13** This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

**9.14** The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Agreement.

**9.15** This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of New York.

**9.16** This Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm's-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.

**9.17** Where this Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel: Philip L. Fraietta, Burson & Fisher, P.A., 1330 Avenue of the Americas, 32nd Floor, New York, NY 10019; Aaron D. Charfoos, Paul Hastings LLP, 71 South Wacker Drive, Suite 4500, Chicago, Illinois, 60606.

**9.18** Plaintiffs and/or Class Counsel shall not, at any time, issue press releases or make other public statements regarding the Settlement or the Action (apart from filings with the Court as necessary to obtain Approval of the Settlement) unless Defendant agrees to such press releases or public statements in advance; provided that Class Counsel may post Court orders regarding the Action and brief summaries of those orders on their website(s) without permission from Defendant, so long as any reference in such order(s) to materials subject to any confidentiality

obligations are properly redacted. This provision shall not prohibit Class Counsel from communicating with any person in the Settlement Class regarding the Settlement (subject to compliance with any and all applicable confidentiality obligations).

**IT IS SO AGREED TO BY THE PARTIES:**Dated: Aug 2, 2025**DANIEL OHEBshalom**By: Ohebshalom,Daniel (Aug 2, 2025 15:10:18 EDT)

Daniel Ohebshalom, individually and as representative of the Class

Dated: Aug 02, 2025**MATTHEW KIMOTO**By: Kimoto,Matthew (Aug 2, 2025 15:39:53 PDT)

Matthew Kimoto, individually and as representative of the Class

Dated: Aug 02, 2025**THOMAS FAN**By: Fan,Thomas (Aug 2, 2025 12:08:17 PDT)

Thomas Fan, individually and as representative of the Class

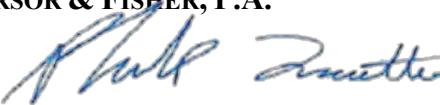
Dated: Aug 2, 2025**CLINTON BROWN**By: Clinton,Brown (Aug 2, 2025 12:32:10 PDT)

Clinton Brown, individually and as representative of the Class

Dated: 8/1/2025**DAPPER LABS, INC.**By: Alex C. LevineName: Alex C. LevineTitle: General Counsel**APPROVED AS TO FORM:**

Dated: August 4, 2025

**BURSOR & FISHER, P.A.**

By: 

Philip L. Fraietta

[pfraietta@burson.com](mailto:pfraietta@burson.com)

Stefan Bogdanovich

[sbogdanovich@burson.com](mailto:sbogdanovich@burson.com)

**BURSOR & FISHER, P.A.**

1330 Avenue of the Americas, 32nd Floor

New York, NY 10019

Tel: 646.837.7150

Fax: 212.989.9163

*Class Counsel*

Dated: 8/4/2025

**PAUL HASTINGS LLP**

By: 

Aaron D. Charfoos

[aaroncharfoos@paulhastings.com](mailto:aaroncharfoos@paulhastings.com)

Kenneth P. Herzinger

[kennethherzinger@paulhastings.com](mailto:kennethherzinger@paulhastings.com)

**PAUL HASTINGS LLP**

71 South Wacker Drive, Suite 4500

Chicago, IL, 60606

Tel: (312) 499-6000

*Attorneys for Defendant*

# 2025.07.31 DRAFT Dapper VPPA Settlement Agreement (2)

Final Audit Report

2025-08-02

Created:	2025-08-02
By:	Hannah Grunden (hgrunden@bursor.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKpLxxc6UXSkdrbLlvLBurKlvHhEwFw0C

## "2025.07.31 DRAFT Dapper VPPA Settlement Agreement (2)" History

-  Document created by Hannah Grunden (hgrunden@bursor.com)  
2025-08-02 - 7:04:57 PM GMT
-  Document emailed to Clinton,Brown (eestwood1@gmail.com) for signature  
2025-08-02 - 7:05:02 PM GMT
-  Document emailed to Makimoto,Matthew (makimoto121@yahoo.com) for signature  
2025-08-02 - 7:05:03 PM GMT
-  Document emailed to Fan, Thomas (thomassfan@gmail.com) for signature  
2025-08-02 - 7:05:03 PM GMT
-  Document emailed to Dohebshalom,Daniel (dohebshalom88@gmail.com) for signature  
2025-08-02 - 7:05:03 PM GMT
-  Email viewed by Fan, Thomas (thomassfan@gmail.com)  
2025-08-02 - 7:05:14 PM GMT
-  Email viewed by Dohebshalom,Daniel (dohebshalom88@gmail.com)  
2025-08-02 - 7:07:51 PM GMT
-  Document e-signed by Fan, Thomas (thomassfan@gmail.com)  
Signature Date: 2025-08-02 - 7:08:17 PM GMT - Time Source: server
-  Signer Dohebshalom,Daniel (dohebshalom88@gmail.com) entered name at signing as Ohebshalom,Daniel  
2025-08-02 - 7:10:16 PM GMT
-  Document e-signed by Ohebshalom,Daniel (dohebshalom88@gmail.com)  
Signature Date: 2025-08-02 - 7:10:18 PM GMT - Time Source: server



Adobe Acrobat Sign

 Email viewed by Clinton,Brown (eestwood1@gmail.com)

2025-08-02 - 7:30:14 PM GMT

 Document e-signed by Clinton,Brown (eestwood1@gmail.com)

Signature Date: 2025-08-02 - 7:32:10 PM GMT - Time Source: server

 Email viewed by Makimoto,Matthew (makimoto121@yahoo.com)

2025-08-02 - 10:38:33 PM GMT

 Signer Makimoto,Matthew (makimoto121@yahoo.com) entered name at signing as Kimoto,Matthew

2025-08-02 - 10:39:51 PM GMT

 Document e-signed by Kimoto,Matthew (makimoto121@yahoo.com)

Signature Date: 2025-08-02 - 10:39:53 PM GMT - Time Source: server

 Agreement completed.

2025-08-02 - 10:39:53 PM GMT



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**EXHIBIT 1A**

**Ohebshalom v. Dapper Labs, Inc.**

In the Supreme Court of the State of New York, County of Nassau

Index No. **XXXXXXX****Settlement Claim Form**

**If you are a Settlement Class Member and wish to receive a payment, your completed Claim Form must be postmarked on or before [REDACTED], or submitted online on or before [REDACTED].**

Please read the full notice of this settlement (available at [dappervppaclassactionsettlement.com](http://dappervppaclassactionsettlement.com)) carefully before filling out this Claim Form.

To be eligible to receive any benefits from the settlement obtained in this class action lawsuit, you must submit this completed Claim Form online or by mail:

**ONLINE:** Submit this Claim Form.

**MAIL:** **[ADDRESS]**

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**PART ONE: CLAIMANT INFORMATION**

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Provide your name and contact information below. It is your responsibility to notify the Settlement Administrator of any changes to your contact information after the submission of your Claim Form.

**FIRST NAME****LAST NAME****STREET ADDRESS****CITY****STATE****ZIP CODE****E-MAIL ADDRESS**

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**PART TWO: COMPENSATION AND PROOF OF MEMBERSHIP**

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To qualify for a Cash Payment under the Settlement, you **must** provide proof of your Dapper Labs, Inc. account, by completing the "Proof of Dapper Account" portion of this Claim Form.

**PROOF OF DAPPER ACCOUNT:** You may submit proof of your Dapper account from [www.nflallday.com](http://www.nflallday.com), [www.disneypinncle.com](http://www.disneypinncle.com), [www.ufcstrike.com](http://www.ufcstrike.com), [www.nbatopshot.com](http://www.nbatopshot.com), or [www.laligagolazos.com](http://www.laligagolazos.com) by providing your username and the email address associated with that username or by uploading a screenshot of your Dapper Profile **[here]**.

To provide your Dapper Account via credentials:

1. Write your Dapper Account Username here: \_\_\_\_\_
2. Write your associated email address here: \_\_\_\_\_
3. Selection which Dapper website that Username and email is associated with: [NFL All-Day/UFC Strike/ NBA Top Shot/ Disney Pinnacle/ La Liga Golazos]

QUESTIONS? VISIT [dappervppaclassactionsettlement.com](http://dappervppaclassactionsettlement.com) OR CALL **[NUMBER]** TOLL-FREE

To upload a screenshot of your Dapper Account Profile:

1. Open Dapper Account in a web browser and log in.
2. Navigate to your Profile.
3. Take a screenshot of your Dapper Account Profile.
4. Upload the screenshot [\[here\]](#).

**POTENTIAL CASH PAYMENT OR VOUCHER:** You may be entitled to receive a Cash Payment of up to \$5. You are only entitled to a cash payment or Voucher if you *submit proof of Dapper account*.

Method of Cash Payment

Venmo	<input type="text"/>	Venmo Username:	<input type="text"/>
PayPal	<input type="text"/>	PayPal Email:	<input type="text"/>
Zelle	<input type="text"/>	Zelle Email:	<input type="text"/>

---

**PART THREE: ATTESTATION UNDER PENALTY OF PERJURY**

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I declare under penalty of perjury under the laws of the United States of America that that all of the information on this Claim Form is true and correct to the best of my knowledge. I also declare under penalty of perjury that the Dapper account identified in this form belongs to me and no one else. I understand that my Claim Form may be subject to audit, verification, and Court review.

**SIGNATURE**

**DATE**

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

**EXHIBIT 1B**

From: [XXXX@domain.com](mailto:XXXX@domain.com)  
To: [JonQClassMember@domain.com](mailto:JonQClassMember@domain.com)  
Re: Legal Notice of Class Action Settlement

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*Ohebshalom v. Dapper Labs, Inc.*, Index No. [XXXXXX](#)  
(Supreme Court of the State of New York, County of Nassau)

### Our Records Indicate You Purchased or Viewed A Video From A Dapper Labs Website and May Be Entitled to a Payment From a Class Action Settlement.

*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 Dapper Labs, Inc., disclosed its online video subscribers' personally identifiable information ("PII") to various third parties without consent in violation of the Video Privacy Protection Act (the "VPPA"). Defendant denies that it violated any law but 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 Class Member. Class Members are all individuals who held an account with a Dapper Labs website ([www.nflallday.com](http://www.nflallday.com), [www.disneypinnacle.com](http://www.disneypinnacle.com), [www.ufestrike.com](http://www.ufestrike.com), [www.nbatopshot.com](http://www.nbatopshot.com), and [www.laligagolazos.com](http://www.laligagolazos.com)) from June 1, 2020 through [\[DATE OF PRELIMINARY APPROVAL\]](#).

**What Can I Get?** If approved by the Court, Defendant will establish a Gross Settlement Amount of \$5,000,000.00 to pay all valid claims submitted by the Settlement Class, together with notice and administration expenses, attorneys' fees and costs, and incentive awards. Under the terms of the Settlement, you may receive a Cash Payment of up to \$5. The Settlement also requires Defendant to suspend operation of the Meta Pixel, the Google Pixel, the Microsoft Bing Pixel, the SnapChat Pixel, the X Pixel, and the TikTok Pixel on any pages on its website where it would capture the title of a video purchased or viewed unless and until the VPPA is amended, repealed, or otherwise invalidated by judicial decision as applied to the use of web site pixel technology or such video games generally, unless Defendant is otherwise in compliance with that law.

**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 Zelle, Venmo, or PayPal, at your election.

**What Are My Other Options?** You may exclude yourself from the 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 keep any rights you may have to sue the Defendant over the legal issues in the lawsuit. You and/or your lawyer have the right to appear before the Court and/or object to the proposed settlement. Your written objection must be filed no later than [\[objection/exclusion deadline\]](#). Specific instructions about how to object to, or exclude yourself from, the Settlement are available at [dappervppaclassactionsettlement.com](http://dappervppaclassactionsettlement.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 relating to the alleged disclosure of subscriber information by Defendant will be released.

**Who Represents Me?** The Court has appointed Philip L. Fraietta and Stefan Bogdanovich of Bursor & Fisher, P.A. to represent the 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 X at the Supreme Court of the State of New York, County of Nassau, 100 Supreme Court Drive, Mineola, NY, 11501. At that hearing, the Court will: hear any objections concerning the fairness of the settlement; determine the fairness of the settlement; decide whether to approve Class Counsel's request for attorneys' fees and costs; and decide whether to award the Class Representatives \$5,000.00 each from the Gross Settlement Amount for their service in helping to bring and settle this case. Defendant has agreed to pay Class Counsel reasonable attorneys' fees in an amount to be determined by the Court. Class Counsel will seek no more than one-third of the Gross Settlement Amount, but the Court may award less than this amount.

**How Do I Get More Information?** For more information, including the full Notice, Claim Form and Settlement Agreement go to [dappervppaclassactionsettlement.com](http://dappervppaclassactionsettlement.com), contact the settlement administrator at 1-        -        -        or [address], or email Class Counsel at info@bursor.com.

**EXHIBIT 1C**

**SUPREME COURT OF THE STATE OF NEW YORK, COUNTY OF NASSAU**  
*Ohebshalom v. Dapper Labs, Inc.*, Index No. XXXXXXXX

**If You Purchased Or Viewed A Video From A Dapper Labs Website You May Be Entitled  
to a Payment From a Class Action Settlement.**

*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 claiming that Defendant, Dapper Labs, Inc., disclosed its online subscribers' personally identifiable information ("PII") to various third-parties without consent in violation of the Video Privacy Protection Act (the "VPPA"). Defendant 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 if you held an active account with a Dapper Labs website ([www.nflallday.com](http://www.nflallday.com), [www.disneypinnacle.com](http://www.disneypinnacle.com), [www.ufcstrike.com](http://www.ufcstrike.com), [www.nbatopshot.com](http://www.nbatopshot.com), and [www.laligagolazos.com](http://www.laligagolazos.com)) from June 1, 2020 through [DATE OF PRELIMINARY APPROVAL].
- If approved by the Court, Defendant will establish a Gross Settlement Amount of \$5,000,000.00 to pay all valid claims submitted by the Settlement Class, together with notice and administration expenses, attorneys' fees and costs, and incentive awards. Under the terms of the Settlement, you may receive a Cash Payment of up to \$5. The Settlement also requires Defendant to suspend operation of the Facebook Pixel, the Google Pixel, the Microsoft Bing Pixel, the SnapChat Pixel, the Twitter Pixel, and the TikTok Pixel on any pages on its website where it would capture the title of a video purchased or viewed unless and until the VPPA is amended, repealed, or otherwise invalidated by judicial decision as applied to the use of web site pixel technology or such video games generally, unless Defendant is otherwise in compliance with that law..
- Read this notice carefully. Your legal rights are affected whether you act or don't act.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM BY [DATE]</b>	This is the only way to receive a Cash Payment.
<b>EXCLUDE YOURSELF BY [DATE]</b>	You will receive no benefits, but you will retain any rights you currently have to sue the Defendant about the claims in this case.
<b>OBJECT BY [DATE]</b>	Write to the Court explaining why you don't like the Settlement.
<b>GO TO THE HEARING BY [DATE]</b>	Ask to speak in Court about your opinion of the Settlement.
<b>DO NOTHING</b>	You won't get a share of the Settlement benefits and will give up your rights to sue the Defendant about the claims in this case.

Your rights and options—and the deadlines to exercise them—are explained in this Notice.

QUESTIONS? CALL 1-800-000-0000 TOLL FREE, OR VISIT  
[WWW.DAPPERVPPACLASSACTIONSETTLEMENT.COM](http://WWW.DAPPERVPPACLASSACTIONSETTLEMENT.COM)

## 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 XXXXXXXX, of the Supreme Court of the State of New York, County of Nassau, is overseeing this case. The case is called *Ohebshalom v. Dapper Labs, Inc.*, Index No. XXXXX. The people who sued are called the Plaintiffs. The Defendant is Dapper Labs, Inc.

### **2. What is a class action?**

In a class action, one or more people called the class representatives (in this case, Daniel Ohebshalom, Matthew Kimoto, Thomas Fan, and Clinton Brown) 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 Defendant violated the Video Privacy Protection Act, 18 U.S.C. § 2710, *et seq.* (“VPPA”) by disclosing its online subscribers’ personally identifiable information (“PII”) to third-parties without consent in violation of the Video Privacy Protection Act (the “VPPA”). Defendant denies that it violated any law but has agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.

### **4. Why is there a Settlement?**

The Court has not decided whether the Plaintiffs or the Defendant should win this case. Instead, both sides agreed to a Settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation, and Class Members will get compensation sooner rather than, if at all, after the completion of a trial.

## **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 individuals who held an active account on the NFL All Day, Disney Pinnacle, UFC Strike, NBA Top Shot, and La Liga Golazos product websites ([www.nflallday.com](http://www.nflallday.com), [www.disneypinnacle.com](http://www.disneypinnacle.com), [www.ufcstrike.com](http://www.ufcstrike.com), [www.nbatopshot.com](http://www.nbatopshot.com), and [www.laligagolazos.com](http://www.laligagolazos.com)) during the Class Period.

Excluded from the Settlement Class shall be counsel to the Settling Parties, Hon. Wayne R. Andersen, and their employees, legal representatives, heirs, successors, assigns, or any members of their immediate family; any government entity; Dapper Labs, Inc., any entity in which Dapper Labs, Inc. has a controlling interest, any of Dapper Labs, Inc.'s subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, heirs, successors, or assigns, or any members of their immediate family; any persons who, as of the date of this Agreement, have provided notice to Dapper Labs, Inc. of claims relating to the Action; any persons who have released claims relating to the Action; and any persons who timely opt-out of the Settlement Class.

## THE SETTLEMENT BENEFITS

### **6. What does the Settlement provide?**

**Monetary Relief:** Defendant has created a Gross Settlement Amount totaling \$5,000,000.00. All payments to Settlement Class Members, the cost to administer the Settlement, the cost to inform people about the Settlement, attorneys' fees, and an award to the Class Representative will also come out of this amount (see Question 13).

**Prospective Changes:** In addition to this monetary relief, the Settlement also requires Defendant to suspend operation of the Meta Pixel, Google Pixel, the Microsoft Bing Pixel, the SnapChat Pixel, the X Pixel, the Reddit Pixel, and the TikTok Pixel on any pages on its websites where it would capture the title of a video purchased or viewed, unless and until the VPPA is amended, repealed, or otherwise invalidated by judicial decision as applied to the use of web site pixel technology or video games generally, unless Defendant is otherwise in compliance with that law.

A detailed description of the settlement benefits can be found in the [Settlement Agreement](#). [insert hyperlink]

### **7. How much will my payment be?**

If you are member of the Settlement Class, you may submit a Claim Form to receive either a Cash Payment of up to \$5. **You must submit a Claim Form** in order to receive any compensation under the Settlement.

### **8. When will I get my payment?**

The hearing to consider the fairness of the settlement is scheduled for [DATE]. If the Court approves the settlement, eligible Class Members whose claims were approved by the

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[WWW.DAPPERVPPACLASSACTIONSETTLEMENT.COM](#)

Settlement Administrator will receive their Cash Payment 45 days after the Settlement has been finally approved and/or any appeals process is complete. The Cash Payments will be made in the form of a Zelle, PayPal, or Venmo, at your election.

## HOW TO GET BENEFITS

### **9. How do I get a payment?**

If you are a Class Member and you want to get a Cash Payment, you must complete and submit a Claim Form by **[Claims Deadline]**. Claim Forms can be found and submitted by clicking [here](#) [hyperlink], or by printing and mailing a paper Claim Form, copies of which are available for download [here](#) [hyperlink].

We also encourage you to submit your claim on-line. 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 Class?**

If the Settlement becomes final, you will give up your right to sue Defendant for the claims this Settlement resolve. The Settlement Agreement describes the specific claims you are giving up against the Defendant. You will be “releasing” the Defendant and certain of its affiliates described in Section **1.25** of the Settlement Agreement. Unless you exclude yourself (*see* Question 14), you are “releasing” the claims, regardless of whether you submit a claim or not. The Settlement Agreement is available through the “court documents” link on the website.

The Settlement Agreement describes the released claims with specific descriptions (*see* Sections **1.25-1.27** and **3.1-3.2** of the Settlement Agreement), so read it carefully. If you have any questions you can talk to the lawyers listed in Question 12 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

### **11. What happens if I do nothing at all?**

If you do nothing, you won’t get any benefits from this Settlement. But, unless you exclude yourself, you won’t be able to start a lawsuit or be part of any other lawsuit against the Defendant for the claims being resolved by this Settlement.

## THE LAWYERS REPRESENTING YOU

### **12. Do I have a lawyer in the case?**

The Court has appointed Philip L. Fraietta and Stefan Bogdanovich of Bursor & Fisher, P.A. to be the attorneys representing the Settlement Class. They are called “Class QUESTIONS? CALL 1-800-000-0000 TOLL FREE, OR VISIT [WWW.DAPPERVPPACLASSACTIONSETTLEMENT.COM](#)

Counsel." They believe, after conducting an extensive investigation, 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 expense.

**13. How will the lawyers be paid?**

Class Counsel's attorneys' fees, costs, and expenses will be paid from the Gross Settlement Amount in an amount determined and awarded by the Court. Class Counsel will seek no more than one-third of the \$5 million Gross Settlement Amount minus the Settlement Administration Expenses, but the Court may award less than this amount.

As approved by the Court, the Class Representatives will be paid incentive awards from the Gross Settlement Amount for helping to bring and settle the case. The Class Representatives will seek no more than \$5,000.00 each as incentive awards, 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, you must mail or otherwise deliver a letter (or request for exclusion) stating that **you want to be excluded** from the *Ohebshalom v. Dapper Labs, Inc.*, Index No. **XXXXX** settlement. Your letter or request for exclusion must also include your name, your address, your signature, the name and number of this case, and a statement that you wish to be excluded. You must file your letter or request for exclusion with the Court no later than **[objection/exclusion deadline]**, and mail or deliver your exclusion request no later than **[objection/exclusion deadline]** to:

Dapper VPPA Class Action Settlement  
0000 Street  
City, ST 00000

**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 the Defendant for the claims being resolved by this Settlement.

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

No. If you exclude yourself, do not submit a Claim Form to ask for benefits.

**OBJECTING TO THE SETTLEMENT****17. How do I object to the Settlement?**

QUESTIONS? CALL 1-800-000-0000 TOLL FREE, OR VISIT  
**WWW.DAPPERVPPACLASSACTIONSETTLEMENT.COM**

If you're a Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file with the Court a letter or brief stating that you object to the Settlement in *Ohebshalom v. Dapper Labs, Inc.*, Index No. **XXXXXX** and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you rely on for your objections. Your letter or brief must also include your name, an explanation of the basis upon which you claim to be a Settlement Class Member, including information sufficient to identify your current Dapper website account or a screenshot showing that you were a Dapper Account holder during the class period, the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with your objection, and your signature. If you, or an attorney assisting you with your objection, have ever objected to any class action settlement where you or the objecting attorney has asked for or received payment in exchange for dismissal of the objection (or any related appeal) without modification to the settlement, you must include a statement in your objection identifying each such case by full case caption. You must also mail or deliver a copy of your letter or brief to Class Counsel and Defendant's Counsel listed below.

Class Counsel will file with the Court and post on this website its request for attorneys' fees by **[two weeks prior to objection deadline]**.

If you want to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in answer to Question Number 21), you must say so in your letter or brief. You must file the objection with the Court no later than **[objection deadline]**. The Court's address is:

Court	Class Counsel	Defendant's Counsel
The Hon. XXXXX Supreme Court of the State of New York, County of Nassau 100 Supreme Court Drive Mineola, NY 11501	Philip L. Fraietta Burson & Fisher PA 1330 Avenue of the Americas, 32nd Floor New York, NY 10019	Aaron Charfoos Paul Hastings LLP 71 South Wacker Drive, Suite 4500 Chicago, Illinois, 60606

#### **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 Class. Excluding yourself from the Class is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

### **THE COURT'S FINAL APPROVAL HEARING**

QUESTIONS? CALL 1-800-000-0000 TOLL FREE, OR VISIT  
**WWW.DAPPERVPPACLASSACTIONSETTLEMENT.COM**

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

The Court will hold the Final Approval Hearing at [DATE AND TIME] in Courtroom X at the Supreme Court of the State of New York, County of Nassau, 100 Supreme Court Drive, Mineola, NY, 11501. 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 the Class Counsel's request for attorneys' fees and expenses; and to consider the request for an incentive 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 [www.dappervppaclassactionsettlement.com] or call Class Counsel at 1-646-837-7150. 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 come to 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 come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay another lawyer 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 Fairness Hearing. To do so, you must include in your letter or brief objecting to the settlement a statement saying that it is your "Notice of Intent to Appear in *Ohebshalom v. Dapper Labs, Inc.*, Index No. XXXXXXXX." It must include your name, address, telephone number, and signature, as well as the name and address of your lawyer if one is appearing for you. Your objection and notice of intent to appear must be filed with the Court and postmarked no later than [objection deadline].

## GETTING MORE INFORMATION

**22. Where do I get more information?**

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at [www.dappervppaclassactionsettlement.com]. You may also write with questions to Dapper VPPA Class Action Settlement, P.O. Box 0000, City, ST 00000. You can call the Settlement Administrator at 1-800-000-0000 or Class Counsel at 1-646-837-7150, 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.

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[www.DAPPERVPPACLASSACTIONSETTLEMENT.COM]

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$5M Dapper Labs Settlement Ends Class Action Lawsuit Over Alleged Data Sharing](#)

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