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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

VISHAL SHAH, and JAYDEN KIM, on behalf
of themselves and all others similarly situated,

Plaintiff,

v.

FANDOM, INC.,

Defendant.

Case No. 3:24-cv-01062-RFL

**DECLARATION OF MAX S. ROBERTS
REGARDING PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: December 16, 2025

Time: 10:00 a.m.

Ctrm: 15, 18th Floor

Judge: Hon. Rita F. Lin

1 I, Max S. Roberts, declare as follows:

2 1. I am an associate at Bursor & Fisher, P.A., admitted to the Bar of the State of
3 California and am admitted to practice in this District. I have personal knowledge of the facts set
4 forth in this declaration and, if called as a witness, I could and would testify competently thereto.

5 2. I make this declaration regarding Plaintiffs' Motion for Preliminary Approval of Class
6 Action Settlement.

7 3. On October 24, 2025, Epiq, the Settlement Administrator, sent out CAFA notice
8 pursuant to 28 U.S.C. § 1715.

9 4. On November 18, 2025, the Parties were alerted by one of the attorneys general that
10 there was a typographical error in the Settlement Agreement (ECF No. 71-2). Specifically, the
11 Settlement Agreement (at PDF pages 10:22 and 11:6) lists the Settlement Fund as "one million
12 dollars (\$1,200,000.00 USD)." The correct Settlement Fund number is one million, two-hundred
13 thousands dollars (\$1,200,000.00 USD)." All other documents—including the proposed Notice
14 form—list the correct amount.

15 5. The Parties have mutually agreed to fix this scrivener's error, which they have done
16 in the corrected Settlement Agreement submitted herewith (attached hereto as **Exhibit 1**). No other
17 changes to the Settlement Agreement have been made. Should the Court grant preliminary approval,
18 only the corrected Settlement Agreement would be posted on the Settlement Website.

19 I declare under penalty of perjury under the laws of the State of California that the foregoing
20 is true and correct. Executed on November 18, 2025 in New York, New York.

21
22 

23 _____
24 Max S. Roberts
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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

VISHAL SHAH and JAYDEN KIM, individually
and on behalf of all others similarly situated,

Plaintiffs,

v.

FANDOM, INC,

Defendant.

Case No. 3:24-cv-01062-RFL

CLASS ACTION SETTLEMENT AGREEMENT

This Agreement (“Agreement” or “Settlement Agreement”) is entered into by and among (i) Plaintiffs, Vishal Shah and Jayden Kim (“Plaintiffs”); (ii) the Settlement Class (as defined herein); and (iii) Defendant, Fandom, Inc (“Defendant”). The Settlement Class and Plaintiffs are collectively referred to as the “Plaintiffs” unless otherwise noted. The 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. This putative class action was filed on January 8, 2024, in the Superior Court of the State of California for the County of San Francisco. The material allegations of the complaint center on Defendant’s alleged installation and use of trackers— devices or processes in the form of cookies, pixels, or other code, used to capture, record, or decode personal information, including but not limited to the GumGum Tracker, Audiencerate Tracker, and TripleLift Tracker, (the “Trackers”)— on Website visitors’ internet browsers, without consent and in violation of Section 638.51(a) of the California Invasion of Privacy Act (“CIPA”).

B. On February 21, 2024, Defendant removed the Action to the United States District Court for the Northern District of California. ECF No. 1

C. On April 8, 2024, Defendant filed a motion to dismiss Plaintiffs’ Complaint. ECF No. 11.

D. On April 29, 2024, Plaintiffs filed a First Amended Complaint. ECF No. 15.

E. On May 30, 2024, Defendant filed its motion to dismiss Plaintiffs’ First Amended Complaint, along with a supporting declaration and fourteen exhibits. ECF No. 20. On June 28, 2024, Plaintiffs filed their opposition to Defendant’s motion to dismiss. ECF No. 21. On July 24, 2024, Defendant filed its reply in support of its motion to dismiss. ECF No. 22.

F. On October 21, 2024, the Court issued an Order Denying Motion to Dismiss. ECF No. 34.

G. On November 15, 2024, Defendant filed a motion for reconsideration or, in the alternative, an order certifying the motion to dismiss order for interlocutory appeal. ECF No. 38.

H. On November 18, 2024, Defendant filed its Answer to Plaintiffs’ First Amended Complaint. ECF No. 40.

I. On December 3, 2024, Plaintiffs filed their opposition to Defendant’s motion for reconsideration or, in the alternative, interlocutory appeal. ECF No. 43.

J. On December 16, 2024, the Court denied Defendant’s motion for reconsideration or, in the alternative, interlocutory appeal. ECF No. 48.

1 **K.** On January 8, 2025, the Parties filed a Joint Case Management Statement and Joint
2 Stipulation to Stay Case Deadlines Pending Mediation. ECF No. 49.

3 **L.** During this stay of proceedings, and in order to competently assess their relative
4 negotiating positions, the Parties exchanged informal discovery, including on issues such as the
5 size and scope of the putative class, and certain facts related to the strength of Defendant's
6 defenses. Given that the information exchanged was similar to the information that would have
7 been provided in formal discovery related to the issues of class certification and summary
8 judgment, the Parties had sufficient information to assess the strengths and weaknesses of the
9 claims and defenses.

10 **M.** On March 4, 2025, the Parties participated in a mediation before the Honorable
11 Robert B. Freedman (Ret.) of JAMS San Francisco. However, the mediation was unsuccessful.

12 **N.** Over the ensuing months, the Parties engaged in additional phases of arms' length
13 negotiations. On June 16, 2025, the Parties reached an agreement on all material terms of a class
14 action settlement and executed a term sheet.

15 **O.** At all times, Defendant has denied and continues to deny any wrongdoing
16 whatsoever and has denied and continues to deny that it committed, or threatened or attempted to
17 commit, any wrongful act or violation of law or duty alleged in the Action. Defendant also denies
18 that Plaintiffs are entitled to any form of damages or relief based on the conduct alleged in the
19 Action. In addition, Defendant maintains that it has meritorious defenses to all claims alleged in the
20 Action and is prepared to defend the Action. Nonetheless, taking into account the uncertainty, costs
21 and risks inherent in any litigation, Defendant has concluded it is desirable and beneficial that the
22 Action be fully and finally settled and terminated in the manner and upon the terms and conditions
23 set forth in this Agreement. This Agreement is a compromise, and the Agreement, any related
24 documents, and any negotiations resulting in it shall not be construed as or deemed to be evidence
25 of or an admission or concession of liability or wrongdoing on the part of Defendant, or any of the
26 Released Parties (defined below), with respect to any claim of any fault or liability or wrongdoing
27 or damage whatsoever.

1 provisions of the Settlement Agreement; (b) is fully and truthfully completed by a Settlement Class
2 Member with all of the information requested in the Claim Form; (c) is signed by the Settlement
3 Class Member, physically or electronically; and (d) is approved by the Settlement Administrator
4 pursuant to the provisions of this Agreement. To receive a *pro rata* cash payment, each claimant
5 must fill out an attestation that they have visited www.gamespot.com and its subdomains
6 (“Gamespot”) from January 5, 2023 to the present.

7 **1.3 “Claim Form”** means the document substantially in the form attached hereto as
8 **Exhibit A**, as approved by the Court. The Claim Form, to be completed by Settlement Class
9 Members who wish to file a Claim for a payment, shall be available in electronic and paper format
10 in the manner described below.

11 **1.4 “Claims Deadline”** means the date by which all Claim Forms must be postmarked
12 or received to be considered timely and shall be set as a date ninety (90) days following the Notice
13 Date. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as
14 in the Notice and the Claim Form.

15 **1.5 “Class Counsel”** means Bursor & Fisher, P.A.

16 **1.6 “Class Representatives”** means the named Plaintiffs in this Action, Vishal Shah
17 and Jayden Kim.

18 **1.7 “Court”** means the United States District Court for the Northern District of
19 California, the Honorable Rita F. Lin presiding, or any judge who shall succeed her as the Judge in
20 this Action.

21 **1.8 “Defendant”** means Fandom, Inc.

22 **1.9 “Defendant’s Counsel”** means Ryan Tyz of Tyz Law Group PC.

23 **1.10 “Effective Date”** means the date ten (10) days after which all of the events and
24 conditions specified in Paragraph 9.1 have been met and have occurred.

25 **1.11 “Escrow Account”** means the separate, interest-bearing escrow account to be
26 established by the Settlement Administrator under terms acceptable to all Parties at a depository
27 institution insured by the Federal Deposit Insurance Corporation. The Settlement Fund shall be
28 deposited by Defendant into the Escrow Account in accordance with the terms of this Agreement

1 and the money in the Escrow Account shall be invested in the following types of accounts and/or
2 instruments and no other: (i) demand deposit accounts and/or (ii) time deposit accounts and
3 certificates of deposit, in either case with maturities of forty-five (45) days or less. The costs of
4 establishing and maintaining the Escrow Account shall be paid from the Settlement Fund. The
5 Escrow Account shall be maintained by the Settlement Administrator.

6 **1.12 “Fee Award”** means the amount of attorneys’ fees and reimbursement of expenses
7 awarded by the Court to Class Counsel, which will be paid out of the Settlement Fund.

8 **1.13 “Final”** means one business day following the latest of the following events: (i) the
9 date upon which the time expires for filing or noticing any appeal of the Court’s Final Judgment
10 approving the Settlement Agreement; (ii) if there is an appeal or appeals, other than an appeal or
11 appeals solely with respect to the Fee Award, the date of completion, in a manner that finally
12 affirms and leaves in place the Final Judgment without any material modification, of all
13 proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all
14 deadlines for motions for reconsideration or petitions for review and/or *certiorari*, all proceedings
15 ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following
16 decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any
17 proceeding on *certiorari*.

18 **1.14 “Final Approval Hearing”** means the hearing before the Court where the Parties
19 will request the Final Judgment to be entered by the Court approving the Settlement Agreement,
20 the Fee Award, and the incentive award to the Class Representative.

21 **1.15 “Final Judgment”** means the Final Judgment and Order to be entered by the Court
22 approving the Agreement after the Final Approval Hearing.

23 **1.16 “Notice”** means the notice of this proposed Class Action Settlement Agreement and
24 Final Approval Hearing, which is to be sent to the Settlement Class substantially in the manner set
25 forth in this Agreement, is consistent with the requirements of Due Process, Rule 23, and is
26 substantially in the form of **Exhibit B** hereto.

27 **1.17 “Notice Date”** means the date by which the Notice set forth in Paragraph 4.1 is
28 complete, which shall be no later than thirty (30) days after Preliminary Approval.

1 **1.18 “Objection/Exclusion Deadline”** means the date by which a written objection to
2 this Settlement Agreement or a request for exclusion submitted by a Person within the Settlement
3 Class must be made, which shall be designated as a date no later than sixty (60) days after the
4 Notice Date and no sooner than fourteen (14) days after papers supporting the Fee Award are filed
5 with the Court and posted to the settlement website listed in Paragraph 4.1(d), or such other date as
6 ordered by the Court.

7 **1.19 “Person”** shall mean, without limitation, any individual, corporation, partnership,
8 limited partnership, limited liability company, association, joint stock company, estate, legal
9 representative, trust, unincorporated association, government or any political subdivision or agency
10 thereof, and any business or legal entity and their spouses, heirs, predecessors, successors,
11 representatives, or assigns. “Person” is not intended to include any governmental agencies or
12 governmental actors, including, without limitation, any state Attorney General office.

13 **1.20 “Plaintiffs”** means Vishal Shah and Jayden Kim and the Settlement Class
14 Members.

15 **1.21 “Preliminary Approval”** means the Court’s certification of the Settlement Class
16 for settlement purposes, preliminary approval of this Settlement Agreement, and approval of the
17 form and manner of the Notice.

18 **1.22 “Preliminary Approval Order”** means the order preliminarily approving the
19 Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice
20 thereof to the Settlement Class, which will be agreed upon by the Parties and submitted to the
21 Court in conjunction with Plaintiffs’ motion for preliminary approval of the Agreement.

22 **1.23 “Released Claims”** means any and all actual, potential, filed, known or unknown,
23 fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities,
24 rights, causes of action, contract or agreements, extra contractual claims, damages, punitive,
25 exemplary or multiplied damages, expenses, costs, attorneys’ fees, and/or obligations (including
26 “Unknown Claims” as defined below), whether in law or in equity, accrued or unaccrued, direct,
27 individual or representative, of every nature and description whatsoever, whether based on the
28 action, the California Invasion of Privacy Act (“CIPA”), Cal. Penal Code § 638.51(a), and or other

1 state, federal, local, statutory, or common law, including the common law theories of negligence,
2 breach of contract, fraud, misrepresentation, and deceit, or any other law, rule or regulation, against
3 Released Parties, or any of them, arising out of any facts, transactions, events, matters occurrences,
4 acts, disclosures, statements, representations, omissions or failures to act regarding the alleged
5 disclosure, use, interception, recording, monitoring, accessing, collecting, transmitting, storing,
6 disclosure or transfer of communications, data, activities or information of or related to the
7 Settlement Class Members through use of the Trackers, including without limitation all claims
8 relating to such communications, data, activities or information belonging to any and all Releasing
9 Parties related to use of www.gamespot.com, and all claims relating to the alleged violation of any
10 of the Releasing Parties' rights to privacy concerning their personal information, personally
11 identifiable information, or confidential data in connection with their online interactions or use of
12 electronic services on www.gamespot.com or any of its subdomains. For the avoidance of doubt,
13 the released claims shall not apply to or include the claims (class or individual) asserted in *Jackson*,
14 *et al. v. Fandom Inc.*, No. 22-cv-4423-JST (N.D. Cal.).

15 **1.24 "Released Parties"** means Fandom, Inc., as well as any and all of its respective
16 present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent
17 companies, subsidiaries, divisions, licensors, licensees, associates, affiliates, employers,
18 employees, agents, consultants, independent contractors, insurers, reinsurers, directors, managing
19 directors, officers, partners, principals, members, attorneys, accountants, financial and other
20 advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives,
21 successors in interest, assigns and companies, firms, trusts, and corporations.

22 **1.25 "Releasing Parties"** means Plaintiffs and Class Members who do not timely opt out
23 of the Settlement Class (whether or not such Class Members were able to be identified through the
24 discovery referenced in Paragraph 4, above), and all of their respective present or past heirs,
25 executors, estates, administrators, predecessors, successors, assigns, parent companies,
26 subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent
27 contractors, insurers, reinsurers, directors, managing directors, officers, partners, principals,
28 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.

1.26 “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, mailing checks for Approved Claims, and related services.

1.27 “Settlement Administrator” means Epiq or such other 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.

1.28 “Settlement Class” means all persons who accessed www.gamespot.com, or any of its subdomains, in California and had their IP address collected by the Trackers between January 5, 2023 to the present. Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this Action and members of their families; (2) 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, attorneys, and employees; (3) persons who properly execute and file a timely request for exclusion from the class; and (4) the legal representatives, successors or assigns of any such excluded persons.

1.29 “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.

1.30 “Settlement Fund” means the non-reversionary cash fund that shall be established by or on behalf of Defendant in the total amount of one million, two-hundred thousand dollars (\$1,200,000.00 USD) to be deposited into the Escrow Account, according to the schedule set forth herein, plus all interest earned thereon. From the Settlement Fund, the Settlement Administrator shall pay all Approved Claims made by Settlement Class Members, Settlement Administration Expenses, any incentive award to the Class Representatives, and any Fee Award to Class Counsel. The Settlement Fund shall be kept in the Escrow Account with permissions granted to the Settlement Administrator to access said funds until such time as the above-listed payments

1 are made. The Settlement Fund includes all interest that shall accrue on the sums deposited in the
2 Escrow Account. The Settlement Administrator shall be responsible for all tax filings with respect
3 to any earnings on the Settlement Fund and the payment of all taxes that may be due on such
4 earnings. The Settlement Fund represents the total extent of Defendant's monetary obligations
5 under this Agreement. In no event shall Defendant's total monetary obligation with respect to this
6 Agreement exceed or be less than one million, two-hundred thousand dollars (\$1,200,000.00 USD),
7 plus the interest earned on such sum.

8 **1.31 "Unknown Claims"** means claims that could have been raised in the Action and
9 that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him or
10 her, might affect his or her agreement to release the Released Parties or the Released Claims or
11 might affect his or her decision to agree, object or not to object to the Settlement. Upon the
12 Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and
13 relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of § 1542 of
14 the California Civil Code, which provides as follows:

15 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH
16 THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS
17 OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE,
18 WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY
19 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

20 Upon the Effective Date, the Releasing Parties also shall be deemed to have, and shall have,
21 waived any and all provisions, rights and benefits conferred by any law of any state or territory of
22 the United States, or principle of common law, or the law of any jurisdiction outside of the United
23 States, which is similar, comparable or equivalent to § 1542 of the California Civil Code. The
24 Releasing Parties acknowledge that they may discover facts in addition to or different from those
25 that they now know or believe to be true with respect to the subject matter of this release, but that it
26 is their intention to finally and forever settle and release the Released Claims, notwithstanding any
27 Unknown Claims they may have, as that term is defined in this Paragraph.

28 **2. SETTLEMENT RELIEF.**

2.1 Payments to Settlement Class Members.

1 **(a)** Defendant shall pay or cause to be paid into the Escrow Account the amount
2 of the Settlement Fund (\$1,200,000.00 USD), as specified in Paragraph 1.30 of this Agreement,
3 within thirty-five (35) days following the Effective Date of this Settlement Agreement. Under no
4 circumstances shall Defendant be required to pay any amount in excess of the Settlement Fund.

5 **(b)** Settlement Class Members shall have until the Claims Deadline to submit an
6 Approved Claim. Each Settlement Class Member with an Approved Claim shall be entitled to a
7 *pro rata* portion of the Settlement Fund by e-payment or check after deducting the Settlement
8 Administration Expenses, any Fee Award, and any incentive award, up to a maximum of \$5,000
9 for each Approved Claim.

10 **(c)** The Settlement Administrator shall pay from the Settlement Fund all
11 Approved Claims by check with said checks being sent electronically or via first class U.S. mail to
12 the Settlement Class Members who submitted such Approved Claims. Payments to all Settlement
13 Class Members with Approved Claims shall be made within ninety (90) days after the Effective
14 Date.

15 **(d)** All cash payments issued to Settlement Class Members via check will state
16 on the face of the check that it will expire and become null and void unless cashed within one
17 hundred eighty (180) days after the date of issuance. To the extent that any checks issued to a
18 Settlement Class Member are not cashed within one hundred eighty (180) days after the date of
19 issuance, such uncashed check funds shall be redistributed on a *pro rata* basis (after first deducting
20 any necessary settlement administration expenses from such uncashed check funds) to all
21 Settlement Class Members who cashed checks during the initial distribution, provided, however,
22 that no Settlement Class Member shall receive more than \$5,000 under this Agreement. This
23 secondary distribution shall occur only to the extent each Settlement Class Member would receive
24 at least \$5.00 in any such secondary distribution and if otherwise feasible. To the extent each
25 Settlement Class Member would receive less than \$5.00 in any such secondary distribution or if a
26 secondary distribution would be otherwise infeasible, any uncashed check funds shall revert to a
27 non-sectarian, not-for-profit organization, agreed upon by Class Counsel and Defendant and
28 approved by the Court.

1 (e) In the event that any portion of the Settlement Fund remains unclaimed, or
2 any check sent to any Settlement Class Member remains uncashed for more than sixty (60)
3 calendar days after issuance in the second distribution, then then Class Counsel and Defendant's
4 Counsel shall meet and confer to discuss a proposal to present to the Court regarding a *cy pres*
5 distribution. Under no circumstances will Settlement funds revert to Defendant.

6 (f) Upon payment of the Settlement Fund into the Escrow Account, all risk of
7 loss with respect to the cash portion of the Settlement shall pass to the Escrow Account, and any
8 and all remaining interest or right of Defendant in or to the Escrow Account, if any, shall be
9 extinguished.

10 **3. RELEASE.**

11 3.1 The obligations incurred pursuant to this Settlement Agreement shall be a full and
12 final disposition of the Action and any and all Released Claims, as against all Released Parties.

13 3.2 Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed
14 to have, and by operation of the Final Judgment shall have, fully, finally, and forever released,
15 relinquished, and discharged all Released Claims against the Released Parties, and each of them.
16 Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class
17 Member, shall, either directly, indirectly, representatively, or in any capacity, be permanently
18 barred and enjoined from filing, commencing, prosecuting, intervening in, or participating (as a
19 class member or otherwise) in any lawsuit, action, or other proceeding in any jurisdiction (other
20 than participation in the Settlement as provided herein) against any Released Party based on the
21 Released Claims.

22 **4. NOTICE TO THE CLASS.**

23 4.1 The Notice Plan shall consist of the following:

24 (a) *Publication Notice.* The Parties shall engage the Settlement Administrator
25 to disseminate publication notice designed to effectuate a reach of at least 70% of Settlement
26 Class Members.

27 (b) *Settlement Website.* Within ten (10) days from entry of the Preliminary
28 Approval Order, Notice shall be provided on a website at www.gamespotsettlement.com which

1 shall be administered and maintained by the Settlement Administrator and shall include the ability
2 to file Claim Forms on-line. The Notice provided on the Settlement Website shall be substantially
3 in the form of **Exhibit B** hereto.

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

9 (d) *Contact from Class Counsel.* Class Counsel, in their capacity as counsel to
10 Settlement Class Members, may from time to time contact Settlement Class Members to provide
11 information about the Settlement Agreement and to answer any questions Settlement Class
12 Members may have about the Settlement Agreement.

13 **4.2** The Notice shall advise the Settlement Class of their rights, including the right to be
14 excluded from, comment upon, and/or object to the Settlement Agreement or any of its terms. The
15 Notice shall specify that any objection to the Settlement Agreement, and any papers submitted in
16 support of said objection, shall be considered by the Court at the Final Approval Hearing only if,
17 on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice,
18 the Person making the objection files notice of an intention to do so and at the same time (a) files
19 copies of such papers he or she proposes to be submitted at the Final Approval Hearing with the
20 Clerk of the Court, or alternatively, if the objection is from a Class Member represented by
21 counsel, files any objection through the Court's CM/ECF system, and (b) sends copies of such
22 papers by mail, hand, or overnight delivery service to Class Counsel and Defendant's Counsel.

23 **4.3** Any Settlement Class Member who intends to object to this Agreement must present
24 the objection in writing, which must be personally signed by the objector, and must include: (1) the
25 objector's name and address; (2) an explanation of the basis upon which the objector claims to be a
26 Settlement Class Member; (3) all grounds for the objection, including all citations to legal authority
27 and evidence supporting the objection; (4) the name and contact information of any and all
28 attorneys representing, advising, or in any way assisting the objector in connection with the

1 preparation or submission of the objection or who may profit from the pursuit of the objection (the
2 “Objecting Attorneys”); and (5) a statement indicating whether the objector intends to appear at the
3 Final Approval Hearing (either personally or through counsel who files an appearance with the
4 Court in accordance with the Local Rules).

5 **4.4** If a Settlement Class Member or any of the Objecting Attorneys has objected to any
6 class action settlement where the objector or the Objecting Attorneys asked for or received any
7 payment in exchange for dismissal of the objection, or any related appeal, without any modification
8 to the settlement, then the objection must include a statement identifying each such case by full
9 case caption and amount of payment received. Any challenge to the Settlement Agreement, the
10 Final Order, or the Final Judgment shall be pursuant to appeal under the Federal Rules of Appellate
11 Procedure and not through a collateral attack.

12 **4.5** A Settlement Class Member may request to be excluded from the Settlement Class
13 by sending a written request postmarked on or before the Objection/Exclusion Deadline approved
14 by the Court and specified in the Notice. To exercise the right to be excluded, a Person in the
15 Settlement Class must timely send a written request for exclusion to the Settlement Administrator
16 as specified in the Notice, providing his/her name and address, a signature, the name and number
17 of the case, and a statement that he or she wishes to be excluded from the Settlement Class for
18 purposes of this Settlement. A request to be excluded that does not include all of this information,
19 or that is sent to an address other than that designated in the Notice, or that is not postmarked
20 within the time specified, shall be invalid, and the Person(s) serving such a request shall be a
21 member(s) of the Settlement Class and shall be bound as a Settlement Class Member by this
22 Agreement, if approved. Any member of the Settlement Class who validly elects to be excluded
23 from this Agreement shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to
24 relief under this Settlement Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be
25 entitled to object to any aspect of this Agreement. The request for exclusion must be personally
26 signed by the Person requesting exclusion. So-called “mass” or “class” opt-outs shall not be
27 allowed. To be valid, a request for exclusion must be postmarked or received by the date specified
28 in the Notice. If more than forty (40) Class Members file timely and valid exclusions, then

1 Defendant shall have the option, but not the obligation, to terminate this Agreement and the Parties
2 shall return to their respective positions prior to the entry of the Agreement.

3 **4.6** The Final Approval Hearing shall be no earlier than ninety (90) days after the
4 Notice described in Paragraph 4.1(e) is provided.

5 **4.7** Any Settlement Class Member who does not, using the procedures set forth in this
6 Agreement and the Notice, either seek exclusion from the Settlement Class or timely file a valid
7 Claim Form shall not be entitled to receive any payment or benefits pursuant to this Agreement,
8 but will otherwise be bound by all of the terms of this Agreement, including the terms of the Final
9 Judgment to be entered in the Action and the Releases provided for in the Agreement, and will be
10 barred from bringing any action against any of the Released Parties concerning the Released
11 Claims.

12 **5. SETTLEMENT ADMINISTRATION.**

13 **5.1** The Settlement Administrator shall, under the supervision of the Court, administer
14 the relief provided by this Settlement Agreement by processing Claim Forms in a rational,
15 responsive, cost effective, and timely manner. The Settlement Administrator shall maintain
16 reasonably detailed records of its activities under this Agreement. The Settlement Administrator
17 shall maintain all such records as are required by applicable law in accordance with its normal
18 business practices and such records will be made available to Class Counsel and Defendant's
19 Counsel upon request. The Settlement Administrator shall also provide reports and other
20 information to the Court as the Court may require. The Settlement Administrator shall provide
21 Class Counsel and Defendant's Counsel with information concerning Notice, administration, and
22 implementation of the Settlement Agreement. Should the Court request, the Parties shall submit a
23 timely report to the Court summarizing the work performed by the Settlement Administrator,
24 including a report of all amounts from the Settlement Fund paid to Settlement Class Members on
25 account of Approved Claims. Without limiting the foregoing, the Settlement Administrator shall:

26 **(a)** Forward to Defendant's Counsel, with copies to Class Counsel, all original
27 documents and other materials received in connection with the administration of the Settlement,
28

1 and all copies thereof, within thirty (30) days after the date on which all Claim Forms have been
2 finally approved or disallowed in accordance with the terms of this Agreement;

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

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

12 (d) Make available for inspection by Class Counsel and Defendant's Counsel
13 the Claim Forms received by the Settlement Administrator at any time upon reasonable notice.

14 5.2 The Settlement Administrator shall be obliged to employ reasonable procedures to
15 screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud.
16 The Settlement Administrator will reject any claim that does not comply in any material respect
17 with the instructions on the Claim Form or the terms of Paragraphs 1.2 and/or 1.3, above, or is
18 submitted after the Claims Deadline. Each claimant who submits an invalid Claim Form to the
19 Settlement Administrator must be given a notice of the Claim Form's deficiency and an
20 opportunity to cure the deficiency within twenty-one (21) days of the date of the notice. The
21 Settlement Administrator may contact any Person who has submitted a Claim Form to obtain
22 additional information necessary to verify the Claim Form.

23 5.3 Defendant's Counsel and Class Counsel shall have the right to challenge the
24 acceptance or rejection of a Claim Form submitted by Settlement Class Members and to obtain and
25 review supporting documentation relating to such Claim Form. The Settlement Administrator shall
26 follow any agreed decisions of Class Counsel and Defendant's Counsel as to the validity of any
27 disputed submitted Claim Form. To the extent Class Counsel and Defendant's Counsel are not able
28

1 to agree on the disposition of a challenge, the disputed claim shall be submitted to Judicial
2 Arbitration and Mediation Services, Inc. (“JAMS”) for binding determination.

3 **5.4** In the exercise of its duties outlined in this Agreement, the Settlement Administrator
4 shall have the right to reasonably request additional information from the Parties or any Settlement
5 Class Member.

6 **6. TERMINATION OF SETTLEMENT.**

7 **6.1** Subject to Paragraphs 9.1-9.3 below, Defendant or the Class Representatives on
8 behalf of the Settlement Class, shall have the right to terminate this Agreement by providing
9 written notice of the election to do so (“Termination Notice”) to all other Parties hereto within
10 twenty-one (21) days of any of the following events: (i) the Court’s refusal to grant Preliminary
11 Approval of this Agreement in any material respect; (ii) the Court’s refusal to grant final approval
12 of this Agreement in any material respect; (iii) the Court’s refusal to enter the Final Judgment in
13 this Action in any material respect; (iv) the date upon which the Final Judgment is modified or
14 reversed in any material respect by the Court of Appeals or the Supreme Court; or (v) the date upon
15 which an Alternative Judgment, as defined in Paragraph 9.1(d) of this Agreement is modified or
16 reversed in any material respect by the Court of Appeals or the Supreme Court.

17 **6.2** Subject to Paragraphs 9.1-9.3 below, Defendant shall have the right, but not the
18 obligation, in its sole discretion, to terminate this Agreement by providing written notice to Class
19 Counsel within twenty-five (25) days of the following events: (i) individuals comprising more than
20 three percent (3%) of the Settlement Class in total have timely and validly opted out of and/or
21 objected to the Agreement; or (ii) the Class Representatives and their agents, or any other
22 individuals operating at their direction or in coordination with them, or Class Counsel, file or
23 threaten to file any arbitrations or additional lawsuits against Defendant related to the Released
24 Claims at any time prior to Final Approval.

25 **6.3** If Defendant seeks to terminate the Agreement on the basis of 6.2 above, the Parties
26 agree that any dispute as to whether Defendant may invoke section 6.2 to terminate the Agreement
27 that they cannot resolve on their own after reasonable, good faith efforts, will be submitted to
28 Judicial Arbitration and Mediation Services, Inc. (“JAMS”) for binding determination.

1 **6.4** The Parties agree that the Court's failure to approve, in whole or in part, the
2 attorneys' fees payment to Class Counsel and/or the incentive award set forth in Paragraph 8 below
3 shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination.
4 The procedures for any application for approval of attorneys' fees, expenses, or Incentive Awards
5 are to be considered by the Court separately from the Court's consideration of the fairness,
6 reasonableness and adequacy of the Settlement.

7 **7. PRELIMINARY AND FINAL APPROVAL ORDERS.**

8 **7.1** Promptly after the execution of this Settlement Agreement, Class Counsel shall
9 submit this Agreement together with its Exhibits to the Court and shall move the Court for
10 Preliminary Approval of the settlement set forth in this Agreement; certification of the Settlement
11 Class for settlement purposes only; appointment of Class Counsel and the Class Representatives;
12 and entry of a Preliminary Approval Order, which order shall set a Final Approval Hearing date
13 and approve the Notice and Claim Form for dissemination substantially in the form of **Exhibits A**
14 **and B** hereto. The Preliminary Approval Order shall also authorize the Parties, without further
15 approval from the Court, to agree to and adopt such amendments, modifications and expansions of
16 the Settlement Agreement and its implementing documents (including all exhibits to this
17 Agreement) so long as they are consistent in all material respects with the terms of the Settlement
18 Agreement and do not limit or impair the rights of the Settlement Class.

19 **7.2** Defendant's agreement as to certification of the Settlement Class is solely for
20 purposes of effectuating the Settlement and no other purpose. Defendant retains all of its
21 objections, arguments, and defenses with respect to class certification and any other issue, and
22 reserves all rights to contest class certification and any other issue if the Settlement set out in this
23 Agreement does not result in entry of the Final Approval Order and Final Judgment, if the Court's
24 approval is reversed or vacated on appeal, if this Settlement is terminated as provided herein, or if
25 the Settlement set forth in this Settlement otherwise fails to become effective. The Parties
26 acknowledge that there has been no stipulation to any classes or certification of any classes for any
27 purpose other than effectuating the Settlement, and that if the Settlement set forth in this Settlement
28 Agreement is not finally approved, if the Court's approval is reversed or vacated on appeal, if this

1 Settlement Agreement is terminated as provided herein, or if the Settlement set forth in this
2 Settlement Agreement otherwise fails to become effective, this agreement as to certification of the
3 Settlement Class becomes null and void *ab initio*, and this Settlement Agreement or any other
4 settlement-related statement may not be cited regarding certification of the Class, or in support of
5 an argument for certifying any class for any purpose related to this Action or any other proceeding.

6 **7.3** After Notice is given, the Parties shall request and seek to obtain from the Court a
7 Final Judgment, which will (among other things):

8 (a) find that the Court has personal jurisdiction over all Settlement Class
9 Members and that the Court has subject matter jurisdiction to approve the Agreement, including all
10 exhibits thereto;

11 (b) approve the Settlement Agreement and the proposed settlement as fair,
12 reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct
13 the Parties and their counsel to implement and consummate the Agreement according to its terms
14 and provisions; and declare the Agreement to be binding on, and have *res judicata* and preclusive
15 effect in all pending and future lawsuits or other proceedings maintained by or on behalf of
16 Plaintiffs and Releasing Parties;

17 (c) find that the Notice implemented pursuant to the Agreement (1) constitutes
18 the best practicable notice under the circumstances; (2) constitutes notice that is reasonably
19 calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action,
20 their right to object to or exclude themselves from the proposed Agreement, and to appear at the
21 Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and sufficient notice to all
22 persons entitled to receive notice; and (4) meets all applicable requirements of the Federal Rules of
23 Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the
24 Court;

25 (d) find that the Class Representatives and Class Counsel adequately represent
26 the Settlement Class for purposes of entering into and implementing the Agreement;

1 (e) dismiss the Action (including all individual claims and Settlement Class
2 Claims presented thereby) on the merits and with prejudice, without fees or costs to any party
3 except as provided in the Settlement Agreement;

4 (f) incorporate the Release set forth above, make the Release effective as of the
5 date of the Effective Date, and forever discharge the Released Parties as set forth herein; and

6 (g) permanently bar and enjoin all Settlement Class Members who have not
7 been properly excluded from the respective Settlement Class from filing, commencing,
8 prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or
9 other action in any jurisdiction based on the Released Claims.

10 8. **CLASS COUNSEL’S ATTORNEYS’ FEES AND REIMBURSEMENT OF**
11 **EXPENSES; INCENTIVE AWARD.**

12 8.1 Pursuant to Fed. R. Civ. P. 23(h), Defendant agrees that Class Counsel shall be
13 entitled to an award of reasonable attorneys’ fees and costs out of the Settlement Fund in an
14 amount determined by the Court as the Fee Award. With no consideration given or received, Class
15 Counsel will limit its petition for attorneys’ fees, costs, and expenses to no more than one-third of
16 the Settlement Fund (i.e., \$400,000.00). Payment of the Fee Award shall be made from the
17 Settlement Fund and should the Court award less than the amount sought by Class Counsel, the
18 difference in the amount sought and the amount ultimately awarded pursuant to this Paragraph
19 shall remain in the Settlement Fund for distribution to eligible Settlement Class Members.

20 8.2 The Fee Award shall be payable within ten (10) days after entry of the Court’s Final
21 Judgment, subject to Class Counsel executing the Undertaking Regarding Attorneys’ Fees and
22 Costs (the “Undertaking”) attached hereto as **Exhibit C**, and providing all payment routing
23 information and tax ID numbers for Class Counsel. Payment of the Fee Award shall be made by
24 wire transfer to Bursor & Fisher, P.A. in accordance with wire instructions to be provided to the
25 Settlement Administrator by Bursor & Fisher, P.A., and completion of necessary forms, including
26 but not limited to W-9 forms. Notwithstanding the foregoing, if for any reason the Final Judgment
27
28

1 is reversed or rendered void as a result of an appeal(s) then Class Counsel shall return such funds to
2 the Settlement Fund.

3 **8.3** Class Counsel intends to file a motion for Court approval of an incentive award for
4 the Class Representatives, to be paid from the Settlement Fund, in addition to any funds the Class
5 Representatives stand to otherwise receive from the Settlement. With no consideration having
6 been given or received for this limitation, the Class Representatives will seek no more than \$5,000
7 each as an incentive award. Should the Court award less than this amount, the difference in the
8 amount sought and the amount ultimately awarded pursuant to this Paragraph shall remain in the
9 Settlement Fund for distribution to eligible Settlement Class Members. Such award shall be paid
10 from the Settlement Fund (in the form of a check to the Class Representatives that is sent care of
11 Class Counsel), within thirty (30) days after the Effective Date.

12 **9. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL,**
13 **CANCELLATION OR TERMINATION.**

14 **9.1** The Effective Date of this Settlement Agreement shall not occur unless and until
15 each of the following events occurs and shall be the date upon which the last (in time) of the
16 following events occurs:

- 17 (a) The Parties and their counsel have executed this Agreement;
18 (b) The Court has entered the Preliminary Approval Order;
19 (c) The Court has entered an order finally approving the Agreement, following
20 Notice to the Settlement Class and a Final Approval Hearing, as provided in the Federal Rules of
21 Civil Procedure, and has entered the Final Judgment, or a judgment consistent with this Agreement
22 in all material respects; and
23 (d) The Final Judgment has become Final, as defined above, or, in the event that
24 the Court enters an order and final judgment in a form other than that provided above (“Alternative
25 Judgment”) and that has the consent of the Parties, such Alternative Judgment becomes Final.

26 **9.2** If some or all of the conditions specified in Paragraph 9.1 are not met, or in the
27 event that this Agreement is not approved by the Court, or the settlement set forth in this
28

1 Agreement is terminated or fails to become effective in accordance with its terms, then this
2 Settlement Agreement shall be canceled and terminated subject to Paragraph 6.1 unless Class
3 Counsel and Defendant's Counsel mutually agree in writing to proceed with this Agreement. If any
4 Party is in material breach of the terms hereof, and fails to cure such material breach within 30
5 days of notice, any other Party, provided that it is in substantial compliance with the terms of this
6 Agreement, may terminate this Agreement on notice to all of the Settling Parties.

7 **9.3** If this Agreement is terminated or fails to become effective for the reasons set forth
8 in Paragraphs 6.1 and 9.1-9.2 above, the Parties shall be restored to their respective positions in the
9 Action as of the date of the signing of this Agreement. In such event, any Final Judgment or other
10 order entered by the Court in accordance with the terms of this Agreement shall be treated as
11 vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the
12 Action as if this Agreement had never been entered into.

13 **10. MISCELLANEOUS PROVISIONS.**

14 **10.1** The Parties (a) acknowledge that it is their intent to consummate this Settlement
15 Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the
16 extent reasonably necessary to effectuate and implement all terms and conditions of this
17 Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and
18 conditions of this Agreement, to secure final approval, and to defend the Final Judgment through
19 any and all appeals. Class Counsel and Defendant's Counsel agree to cooperate with one another in
20 seeking Court approval of the Settlement Agreement, entry of the Preliminary Approval Order, and
21 the Final Judgment, and promptly to agree upon and execute all such other documentation as may
22 be reasonably required to obtain final approval of the Agreement.

23 **10.2** The Parties intend this Settlement Agreement to be a final and complete resolution
24 of all disputes between them with respect to the Released Claims by Plaintiff, the Settlement Class
25 and each or any of them, on the one hand, against the Released Parties, and each or any of the
26 Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that
27 the Action was brought by Plaintiffs or defended by Defendant, or each or any of them, in bad faith
28 or on a frivolous basis.

1 **10.3** The Parties have relied upon the advice and representation of counsel, selected by
2 them, concerning their respective legal liability for the claims hereby released. The Parties have
3 read and understand fully the above and foregoing agreement and have been fully advised as to the
4 legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

5 **10.4** Whether or not the Effective Date occurs or the Settlement Agreement is
6 terminated, neither this Agreement nor the settlement contained herein, nor any act performed or
7 document executed pursuant to or in furtherance of this Agreement or the settlement:

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

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

17 **(c)** is, may be deemed, or shall be used, offered or received against the Released
18 Parties, or each or any of them, as an admission or concession with respect to any liability,
19 negligence, fault or wrongdoing as against any Released Parties, in any civil, criminal or
20 administrative proceeding in any court, administrative agency or other tribunal. However, the
21 settlement, this Agreement, and any acts performed and/or documents executed in furtherance of or
22 pursuant to this Agreement and/or Settlement may be used in any proceedings as may be necessary
23 to effectuate the provisions of this Agreement. Further, if this Settlement Agreement is approved
24 by the Court, any Party or any of the Released Parties may file this Agreement and/or the Final
25 Judgment in any action that may be brought against such Party or Parties in order to support a
26 defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith
27 settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion
28 or similar defense or counterclaim;

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

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

11 **10.5** The headings used herein are used for the purpose of convenience only and are not
12 meant to have legal effect.

13 **10.6** The waiver by one Party of any breach of this Agreement by any other Party shall
14 not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

15 **10.7** All of the Exhibits to this Agreement are material and integral parts thereof and are
16 fully incorporated herein by this reference.

17 **10.8** This Agreement and its Exhibits set forth the entire agreement and understanding of
18 the Parties with respect to the matters set forth herein, and supersede all prior negotiations,
19 agreements, arrangements and undertakings with respect to the matters set forth herein. No
20 representations, warranties or inducements have been made to any Party concerning this Settlement
21 Agreement or its Exhibits other than the representations, warranties and covenants contained and
22 memorialized in such documents. This Agreement may be amended or modified only by a written
23 instrument signed by or on behalf of all Parties or their respective successors-in-interest.

24 **10.9** Except as otherwise provided herein, each Party shall bear its own costs.

25 **10.10** Plaintiffs represent and warrant that they have not assigned any claim or right or
26 interest therein as against the Released Parties to any other Person or Party and that they are fully
27 entitled to release the same.
28

1 **10.11** Each counsel or other Person executing this Settlement Agreement, any of its
2 Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and
3 represents that such Person has the full authority to do so and has the authority to take appropriate
4 action required or permitted to be taken pursuant to the Agreement to effectuate its terms. Class
5 Counsel in particular warrants that they are authorized to execute this Settlement Agreement on
6 behalf of Plaintiffs and the Settlement Class (subject to final approval by the Court after notice to
7 all Settlement Class Members), and that all actions necessary for the execution of this Settlement
8 Agreement have been taken.

9 **10.12** This Agreement may be executed in one or more counterparts. Signature by digital
10 means, facsimile, or in PDF format will constitute sufficient execution of this Agreement. All
11 executed counterparts and each of them shall be deemed to be one and the same instrument. A
12 complete set of original executed counterparts shall be filed with the Court if the Court so requests.

13 **10.13** This Settlement Agreement shall be binding upon, and inure to the benefit of, the
14 successors and assigns of the Parties hereto and the Released Parties.

15 **10.14** The Court shall retain jurisdiction with respect to implementation and enforcement
16 of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for
17 purposes of implementing and enforcing the settlement embodied in this Agreement.

18 **10.15** This Settlement Agreement shall be governed by and construed in accordance with
19 the laws of the State of California.

20 **10.16** This Agreement is deemed to have been prepared by counsel for all Parties, as a
21 result of arm's-length negotiations among the Parties. Because all Parties have contributed
22 substantially and materially to the preparation of this Agreement, it shall not be construed more
23 strictly against one Party than another.

24 **10.17** Where this Agreement requires notice to the Parties, such notice shall be sent to the
25 undersigned counsel: Yitzchak Kopel, Bursor & Fisher, P.A., 1330 Avenue of the Americas, 32nd
26 Floor, New York, NY 10019; Ryan Tyz, Tyz Law Group PC, 4 Embarcadero Center, 14th Floor,
27 San Francisco, CA 94111.
28

IT IS SO AGREED TO BY THE PARTIES:

Dated: 10/03/2025

VISHAL SHAH

By: 
Vishal Shah (Oct 3, 2025 10:05:49 PDT)

Vishal Shah, individually and as representative of the Class

Dated: 10/07/2025

JAYDEN KIM

By: 
Jayden Kim (Oct 7, 2025 19:13:26 EDT)

Jayden Kim, individually and as representative of the Class

Dated: 10/9/2025

FANDOM, INC.

By: Des Cussen

Name: Des Cussen

Title: General Counsel

EXHIBIT A

Shah v. Fandom, Inc.

U.S. District Court for the Northern District of California

Case No. 3:24-cv-01062-RFL

Settlement Claim Form

TO RECEIVE A CASH PAYMENT FROM THE SETTLEMENT FUND, YOU MUST COMPLETE THIS CLAIM FORM AND SUBMIT IT ONLINE BY [DATE] OR BY MAIL POSTMARKED BY [DATE].

Please read the full notice of this settlement (available at [GamespotSettlement.com](https://www.gamespotsettlement.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. Each Settlement Class Member is entitled to submit only one claim form.

ONLINE: File a Claim Form at **GamespotSettlement.com**

MAIL: Gamespot CIPA Settlement Administrator
P.O. Box [XXXX]
Portland, OR 97XXX-XXXX

PART ONE: CLAIMANT INFORMATION

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

[illegible]

MI

7

LAST NAME

[illegible]**STREET ADDRESS**[illegible]

CITY

[illegible]

STATE

--	--

ZIP CODE

--	--	--	--	--

CONTACT EMAIL ADDRESS[illegible]

PART TWO: PAYMENT SELECTION

Please select **one** of the following payment options:

Physical Check ☐Venmo ☐

Venmo Phone Number/Email:

[illegible]PayPal ☐

PayPal Phone Number/Email:

[illegible]

If you select the option to receive a physical check and your claim is determined to be valid, the settlement payment will be mailed to the mailing address provided on your claim submission.

PART THREE: ATTESTATION

I declare under penalty of perjury under the laws of the United States and the laws of my State of residence that the information supplied in this Claim Form is true and correct to the best of my knowledge. I affirm that I visited www.gamespot.com or its subdomains in California from January 5, 2023 to [Date].

I understand that my Claim Form may be subject to audit, verification, and review and that if it is incomplete, untimely, or contains false information, it may be rejected.

SIGNATURE

DATE

MM
DD
YYYY

Please keep a copy of your Claim Form for your records

EXHIBIT B

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA*Shah v. Fandom, Inc.*, Case No. 3:24-cv-01062-RFL**If You Accessed Gamespot In California Between January 5, 2023 and _____,
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 against Fandom, Inc. The class action lawsuit alleges that that Defendant, Fandom, Inc., installed and used three trackers—the GumGum Tracker, Audiencerate Tracker, and TripleLift Tracker (the “Trackers”)— on Website visitors’ internet browsers, without consent and in violation of Section 638.51(a) of the California Invasion of Privacy Act (“CIPA”).
- You are included if you are a person who accessed www.gamespot.com or any of its subdomains in the state of California from January 5, 2023 to and through [REDACTED].
- Persons included in the Settlement will be eligible to receive a *pro rata* (meaning equal) portion of the Settlement Fund.
- Read this notice carefully. Your legal rights are affected whether you act, or don’t act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY [DATE]	This is the only way to receive a payment.
EXCLUDE YOURSELF BY [DATE]	You will receive no benefits, but you will retain any rights you currently have to sue the Defendant about the claims in this case.
OBJECT BY [DATE]	Write to the Court explaining why you don’t like the Settlement.
GO TO THE HEARING BY [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 the Defendant about the claims in this case.

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

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 Rita F. Lin, of the U.S. District Court for the Northern District of California, is overseeing this case. The case is called *Shah v. Fandom, Inc.*, Case No. 3:24-cv-01062-RFL. The person who has sued is called the Plaintiff. The Defendant is Fandom, Inc.

2. What is a class action?

In a class action, one or more people called the class representatives (in this case, Vishal Shah and Jayden Kim) 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 alleges that that Defendant, Fandom, Inc., installed and used three trackers—the GumGum Tracker, Audiencerate Tracker, and TripleLift Tracker (the “Trackers”)—on Website visitors’ internet browsers, without consent and in violation of Section 638.51(a) of the California Invasion of Privacy Act (“CIPA”). The Defendant 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 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 persons who accessed the www.gamespot.com and its subdomains (the “Website”) in California and had their IP address collected by the Trackers between January 5, 2023 to through, and including, [REDACTED].

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Defendant has created a Settlement Fund totaling \$1,200,000.00. Class Member payments, and 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 fund (*see* Question 13).

7. How much will my payment be?

If you are member of the Settlement Class you may submit a Claim Form to receive a portion of the Settlement Fund. The amount of this payment will depend on how many of the Class Members file valid claims. Each Class Member who files a valid claim will receive a proportionate share of the Settlement Fund.

8. When will I get my payment?

The hearing to consider the fairness of the settlement is scheduled for [Final Approval Hearing Date]. If the Court approves the settlement, eligible Class Members whose claims were approved by the Settlement Administrator will receive their payment 90 days after the Settlement has been finally approved and/or any appeals process is complete. The payment will be made in the form of a check, unless you elect to receive payment by PayPal or Venmo, and all checks will expire and become void 180 days after they are issued.

HOW TO GET BENEFITS

9. How do I get a payment?

If you are a Class Member and you want to get a 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 resolves. 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 1.23 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, 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 Defendants 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 the law firm of Bursor & Fisher, P.A. to be the attorneys representing the Settlement Class. They are called "Class 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 this lawyer. 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 Settlement Fund in an amount determined and awarded by the Court. Class Counsel is entitled to seek no more than one-third of the \$1.2 million Settlement Fund, but the Court may award less than this amount.

As approved by the Court, the Class Representative will be paid an Incentive Award from the Settlement Fund for helping to bring and settle the case. The Class Representative will seek no more than \$5,000 as an incentive award, 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 *Shah v. Fandom, Inc.*, Case No. 3:24-cv-01062-RFL 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 mail or deliver your exclusion request no later than [objection/exclusion deadline] to:

Gamespot CIPA 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?

You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you should object.

To object, you must file with the Court a letter or brief stating that you object to the Settlement in *Shah v. Fandom, Inc.*, Case No. 3:24-cv-01062-RFL 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, 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. File the objection with the Court and mail a copy to these two different places postmarked no later than [objection deadline]. Notwithstanding these requirements, upon a showing of good cause to the Court, any objecting Settlement Class Member may appear, in person or by counsel, at the Final Approval Hearing held by the Court.

Court	Class Counsel	Defendant's Counsel
The Hon. Rita F. Lin San Francisco Courthouse, Courtroom 15 450 Golden Gate Ave. San Francisco, CA 94102	Max S. Roberts Bursor & Fisher PA 1990 North California Blvd., 9th Floor Walnut Creek, CA 94596	Ryan Tyz Tyz Law Group PC 4 Embarcadero Center, 14th Fl. San Francisco, CA 94111

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

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

The Court will hold the Final Approval Hearing at [time] on **Month 00, 2025** in Courtroom 3 at the U.S. Courthouse, 450 Golden Gate Ave., San Francisco, CA 94102. 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 Representatives. 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.gamespotsettlement.com]. 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 *Shah v. Fandom, Inc.*, Case No. 3:24-cv-01062-RFL.” 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]**, and be sent to the addresses listed in Question 17. Notwithstanding these requirements, upon a showing of good cause to the Court, any objecting Settlement Class Member may appear, in person or by counsel, at the Final Approval Hearing held by the Court.

GETTING MORE INFORMATION

22. Where do I get more information?

This notice summarizes the proposed settlement. For the precise terms of the settlement, please see the settlement agreement available at **www.gamespotsettlement.com**, by contacting class counsel at info@bursor.com, by accessing the Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Ave., San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

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

EXHIBIT C

ACKNOWLEDGMENT & GUARANTEE

I, the undersigned, acknowledge and agree as follows on behalf of myself and the firm of Bursor & Fisher, P.A. (the “Firm”):

I have read the Stipulation and Agreement of Settlement entered into by the parties in *Shah v. Fandom, Inc.*, (“Settlement Agreement”) and understand its terms. I represent and warrant that I am authorized to execute this agreement on the Firm’s behalf and to bind the Firm to the obligations set forth herein, and I make this Acknowledgment & Guarantee on behalf of the Firm.

The undersigned understands and agrees that any amount received by the Firm pursuant to the Settlement Agreement is subject to repayment to Fandom, Inc. by the Firm in the event that the Settlement Agreement is terminated pursuant to its terms. Within twenty (20) days of receiving written notice of termination of the Settlement Agreement from any counsel for the Parties, the Firm will reimburse to Fandom, Inc. all sums received by the Firm as attorneys’ fees and costs pursuant to the Settlement Agreement. By receiving any such sums, the Firm submits to the jurisdiction of the New York Supreme Court for the enforcement of, and any and all disputes relating to or arising out of, the reimbursement obligations set forth herein and the Settlement Agreement. The Firm agrees to pay Fandom, Inc. for reasonable attorneys’ fees it incurs in enforcing the Acknowledgment & Guarantee.

The Firm further agrees to indemnify, defend, and hold harmless, Fandom, Inc. and its attorneys from any and all claims and disputes of any kind relating to Fandom, Inc.’s payment of attorneys’ fees to the Firm and/or other attorneys’ fees for the plaintiffs pursuant to the Settlement Agreement.

Date: _____

By: _____

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$1.2M GameSpot CIPA Settlement Ends Class Action Lawsuit Over Alleged Use of Third-Party Data Trackers](#)
