

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

*Jonathan Hoang To, Jeffry Heise, and Joseph Mull v. DirectToU, LLC and Alliance
Entertainment, LLC, Case No. 3:24-cv-06447*

**Our Records Indicate You Have Purchased a Video or Videogame or Signed Up to Receive
Notices About Videos or Videogames from DirectToU LLC 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.*

- A settlement has been reached in a class action lawsuit against DirectToU LLC (“DirectToU”) and Alliance Entertainment, LLC (“Alliance”) (collectively, “Defendants”). The class action lawsuit accuses Defendants of disclosing customers’ personally identifiable information (“PII”) to third parties, allegedly without consent in violation of the Video Privacy Protection Act (the “VPPA”) and California law. The VPPA defines PII to include information which identifies a person as having requested or obtained specific video materials or services from a video tape service provider. Defendants deny that they violated any law but have agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.
- You are included if you are a person who resides in the United States, purchased a video or videogame from DirectToU or signed up to receive notices about videos or videogames from DirectToU, and about whom information which identified such persons as having requested or obtained specific video materials or services from Defendants may have been disclosed to a third party between August 8, 2022 and September 22, 2025. Also included in the “Settlement Class” are all persons who reside in California, purchased a video or videogame from DirectToU or signed up to receive notices about videos or videogames from DirectToU, and about whom information which identified such persons as having requested or obtained specific video materials or services from Defendants may have been disclosed to a third party between August 8, 2020 and September 22, 2025. Persons included in the Settlement will be eligible to receive a pro rata (meaning equal) portion of the Settlement Fund. The Settlement also requires Defendants to modify the Facebook Pixel settings on Defendants’ Websites so that specific product information is not shared with Facebook and to otherwise cease sharing customer transaction data with third parties except as permitted by the VPPA, unless and until the VPPA is amended, repealed, or otherwise invalidated (including by judicial decision on the use of website pixel technology by the United States Supreme Court, any federal court of appeals, a U.S. federal district court in California or a California state court of general jurisdiction).
- 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: JANUARY 20, 2026	This is the only way to receive a payment.
EXCLUDE YOURSELF BY: JANUARY 20, 2026	You will receive no benefits, but you will retain any rights you currently have to sue the Defendants about the claims in this case.
OBJECT BY: JANUARY 20, 2026	Write to the Court explaining why you do not like the Settlement.
DO NOTHING	You won't get your share of the Settlement Fund and you will give up your rights to sue the Defendants and Released Parties 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 William H. Orrick of the U.S. District Court for the Northern District of California, is overseeing this case. The case is called *Jonathan Hoang To, Jeffry Heise, and Joseph Mull v. DirectToU, LLC and Alliance Entertainment, LLC*. The persons who have sued are called the Plaintiffs. The Defendants are DirectToU, LLC and Alliance Entertainment, LLC.

2. What is a class action?

In a class action, one or more people called the class representative (in this case, Jonathan Hoang To, Jeffry Heise, and Joseph Mull), 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.

Questions? Visit: www.VPPASettlement.com or Call 1-888-837-4085

3. **What is this lawsuit about?**

This lawsuit claims that Defendants violated the Video Privacy Protection Act, 18 U.S.C. § 2710, et seq. (“VPPA”) and California law by disclosing personally identifiable information (“PII”) to third parties, allegedly without consent. The VPPA defines PII to include information which identifies a person as having requested or obtained specific video materials or services from a video tape service provider. The Defendants deny that they 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 Plaintiffs or the Defendants 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 reside in the United States, purchased a video or videogame from DirectToU or signed up to receive notices about videos or videogames from DirectToU, and about whom information which identified such persons as having requested or obtained specific video materials or services from Defendants may have been disclosed to a third party between August 8, 2022 and September 22, 2025. Also included in the “Settlement Class” are all persons who reside in California, purchased a video or videogame from DirectToU or signed up to receive notices about videos or videogames from DirectToU, and about whom information which identified such persons as having requested or obtained specific video materials or services from Defendants may have been disclosed to a third party between August 8, 2020 and September 22, 2025.

THE SETTLEMENT BENEFITS

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

Monetary Relief: Defendants have agreed to create a Settlement Fund totaling \$1,577,000.00. Class Member payments, and the cost to administer the Settlement, the cost to inform people about the Settlement, attorneys fees and costs and the Class Representative’s Incentive Award will also come out of this fund (*see* Question 13).

Prospective Changes: In addition to this monetary relief, the Settlement also requires Defendants to modify the Facebook Pixel settings on Defendants’ Websites so that specific product information is not shared with Facebook and to otherwise cease sharing customer transaction data with third parties except as permitted by the VPPA, unless and until the

VPPA is amended, repealed, or otherwise invalidated (including by judicial decision on the use of website pixel technology by the United States Supreme Court, any federal court of appeals, a U.S. federal district court in California, or a California state court of general jurisdiction).

A detailed description of the settlement benefits can be found in the Settlement Agreement, a copy of which is accessible on the Settlement Website at www.VPPASettlement.com.

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

If you are a 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. Based on historical claim rates, Class Counsel **estimates** the cash payment to be in the range of \$60.00 to \$145.00, which all depends on how many individuals submit a claim. The actual amount may be higher or lower than those estimates.

8. **When will I get my Cash Payment?**

The hearing to consider the fairness of the settlement is scheduled for **January 28, 2025**. Any changes to this date or time will be noted on the Court docket for this case and on this website. If the Court approves the settlement, eligible Class Members whose claims were approved by the Settlement Administrator will receive their cash payment **approximately** 45 days after the Settlement has been finally approved and any appeals process has expired or is complete. The payment will be made in the form of a check, unless you elect to receive payment by prepaid Mastercard, Venmo, Zelle, or PayPal, 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 valid Claim Form by **January 20, 2026**. Claim Forms can be found and submitted by visiting our website at www.VPPASettlement.com, or by printing and mailing a paper Claim Form, copies of which are available for download at www.VPPASettlement.com.

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 Defendants and the Released Parties for the claims this Settlement resolves. The Settlement Agreement describes the specific claims you are giving up against the Defendants and Released

Parties. You will be “releasing” the Defendants and certain of their affiliates described in Section 1.25 of the Settlement Agreement. Unless you exclude yourself (*see* Question 14), you are “releasing” the claims whether you submit a claim or not. The Settlement Agreement is available through the “Important Documents” link on the website at www.VPPASettlement.com.

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 at your own expense 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 or Released Parties 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 Julian Hammond, Adrian Barnes, Polina Brandler, and Ari Cherniak of HammondLaw, P.C. and Frank Hedin of Hedin LLP to be the attorneys representing the Settlement Class. These attorneys 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 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 Settlement Fund in an amount determined and awarded by the Court. Class Counsel is entitled to seek no more than twenty-five percent of the Settlement Fund for these items, subject to Court approval.

As approved by the Court, the Class Representatives 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 each (for a total of \$15,000) 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 *Hoang To et al v. DirectToU, LLC et al*, Case No. 3:24-cv-06447, 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 **January 20, 2026**, to:

DirectToU Settlement Administrator
Attn: Exclusions
P.O. Box 58220
Philadelphia, PA 19102

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

No. If you don't exclude yourself, you give up any right to sue the Defendants and Released Parties 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?

If you are 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 *Hoang To et al v. DirectToU, LLC et al*, Case 3:24-cv-06447, 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 and address; an explanation of the basis upon which you claim to be a Settlement Class Member, including an attestation under penalty of perjury; the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with your objection or who may profit from the pursuit of the objection; a statement indicating whether you intend to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court, as explained below in answer to Question Number 21); 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 and amount of payment received. If you intend to object and speak at the Final Approval Hearing (with or without a lawyer), these requirements may be excused by the Court upon a showing of good cause.

Class Counsel will file with the Court and post on this website its request for attorneys' fees no later than **January 6, 2026**.

You must file the objection with the Court no later than **January 20, 2026**.

Questions? Visit: www.VPPASettlement.com or Call 1-888-837-4085

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 2:00 p.m. on **January 28, 2026**, via Zoom [Zoom Webinar ID: 161 181 2513; Zoom Password: 478314]. Any changes to this date or time will be noted on the Court docket for this case and on this website.

The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; to consider Class Counsel's request for attorney's 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 the Court docket and **www.VPPASettlement.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 your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but you do not have to.

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 *Hoang To et al v. DirectToU, LLC et al*" 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 no later than **January 20, 2026**. This requirement may be excused upon a showing of good cause.

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.VPPASettlement.com**. You may also write with questions to:

**DirectToU Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA19103**

Should you have any questions; you can contact the Settlement Administrator by email at **info@VPPASettlement.com** or by phone at **1-888-837-4085**. You can contact Class Counsel by email at **jhammond@hammondlawpc.com**, or by phone at **1-310-601-6766**. Before doing so, however, please read this full Notice carefully. You may also find additional information elsewhere on the case website (**www.VPPASettlement.com**).