

**IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT, IN AND FOR
BROWARD COUNTY, FLORIDA**

JAMES WADE AND MICHAEL CHAVARRIA,
on behalf of himself and all others similarly
situated,

Plaintiffs,

v.

THE DAILY WIRE, LLC,

Defendant

Civil Action No. CACE-24-003886

JURY TRIAL DEMANDED

CLASS ACTION

CLASS ACTION SETTLEMENT AGREEMENT

This Agreement (“Agreement” or “Settlement Agreement”) is entered into by and among Plaintiffs, James Wade and Michael Chavarria (“Plaintiffs”); (ii) the Settlement Class (as defined herein); and (iii) Defendant, The Daily Wire, LLC (“Defendant” or “Daily Wire”). 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 March 21, 2024, in the Seventeenth Judicial Circuit in and For Broward County, Florida. The material allegations of the complaint center on Defendant’s alleged disclosure of certain personally identifiable information of its subscribers to

Meta without permission in violation of the Video Privacy Protection Act, 18 U.S.C. § 2710 *et seq.* (the “VPPA”).

B. Prior to filing the instant Action, the Parties engaged in settlement discussions and, to that end, agreed to participate in private mediation before Plaintiffs formally filed his Complaint. Those discussions led to an agreement between the Parties to engage in mediation, which the Parties agreed would take place before Peter K. Rosen of JAMS Los Angeles.

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

D. The mediation took place on March 11, 2024, and lasted the entire day. The Parties engaged in good faith negotiations, which at all times were at arms’ length. The parties were not able to arrive at a settlement during the mediation. Through additional subsequent discussions, the Parties reached an agreement on all material terms of a class action settlement and executed a term sheet (“Term Sheet”).

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

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

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

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs, the Settlement Class, and Defendant, by and through its undersigned counsel that, subject to final approval of the court after a hearing or hearings as provided for in this Settlement Agreement, in consideration of the benefits flowing to the Parties from the Agreement set forth herein, that the Action and the Released Claims shall be finally and fully compromised, settled,

and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement.

AGREEMENT

1. DEFINITIONS.

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

1.1 “Action” means *Wade v. The Daily Wire, LLC.*, Case No. CACE-24-3886, pending in the 17th Judicial Circuit in and for Broward County, Florida.

1.2 “Approved Claim” means a Claim Form submitted by a Settlement Class Member that: (a) is submitted timely and in accordance with the directions on the Claim Form and the provisions of the Settlement Agreement; (b) is fully and truthfully completed by a Settlement Class Member with all of the information requested in the Claim Form; (c) is signed by the Settlement Class Member, physically or electronically; and (d) is approved by the Settlement Administrator pursuant to the provisions of this Agreement. In the Claim Form the Settlement Class Member must attest to: (i) which Daily Wire Website(s) the Settlement Class Member was a log-in account holder; (ii) a date on which the Settlement Class Member accessed video content on the Daily Wire Website(s) while a log-in account holder of such Daily Wire Website; and (iii) the date to which the Settlement Class Member attests to having accessed video content on the Daily Wire Website while a log-in account holder of such Daily Wire Website and the date falls within the following respective date ranges: For www.dailywire.com : on or after March 11, 2022 through November 7, 2023.

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

1.4 “Claims Deadline” means the date by which all Claim Forms must be postmarked or received to be considered timely and shall be set as a date fifty-two (52) days after the Notice Date or seven (7) days after the Final Approval Hearing, whichever occurs first. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Notice and the Claim Form.

1.5 “Class Counsel” means Gary M. Klinger of Milberg, Coleman, Bryson, Phillips, Grossman PLLC and L. Timothy Fisher at Bursor & Fisher, P.A.

1.6 “Class Period” the period from March 11, 2022, through November 7, 2023.

1.7 “Class Representative” means the named Plaintiffs in this Action, James Wade and Michael Chavarria.

1.8 “Court” means the Circuit Court of the 17TH Judicial Circuit, in and for Broward County, Florida..

1.9 “Daily Wire Websites” mean Daily Wire websites and web application owned, operated, or controlled by Daily Wire LLC and/or Released Parties, including, but not limited to, www.dailywire.com.

1.10 “Defendant” means The Daily Wire, LLC.

1.11 “Defendants’ Counsel” means Joel Griswold and Bonnie Keane DelGobbo of Baker & Hostetler, LLP.

1.12 “Effective Date” the last date on which all of the following have occurred: (a) the Parties have executed this Settlement Agreement, (b) the court has entered a Preliminary Approval Order approving such Settlement Agreement, (c) the court has entered a Final Judgment approving such Settlement Agreement in all material respects, and (d) the time for filing an appeal from such Final Judgment has expired or, in the event that there is an appeal from such Final Judgment, all appeals have been exhausted resulting in the entry of a final, non-appealable order approving the Settlement Agreement in all material respects.

1.13 “Fee Award” means the amount of attorneys’ fees and reimbursement of expenses awarded by the court to Class Counsel, which will be paid out of the Settlement Fund, and will not exceed one-third (1/3) of the Settlement Fund.

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

1.15 “Final Approval Hearing” means the hearing before the court where the Parties will request the Final Judgment to be entered by the court approving the Settlement Agreement, the Fee Award, and the incentive award to the Class Representative.

1.16 “Final Judgment” means the Final Judgment and Order to be entered by the court approving the Agreement after the Final Approval Hearing.

1.17 “Notice” means the notice of this proposed Class Action Settlement Agreement and Final Approval Hearing, which is to be sent to the Settlement Class substantially in the manner set forth in this Agreement, is consistent with the requirements of Due Process, Fla.R.Civ.P 1.220(d)(2), and is substantially in the form of Exhibits B and C hereto.

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

1.19 “Objection/Exclusion Deadline” means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a Person within the Settlement Class must be made, which shall be designated as a date forty-five (45) days after the Notice Date.

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

1.21 “Plaintiffs” means James Wade, Michael Chavarria and the Settlement Class Members.

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

1.23 “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing Notice thereof to the Settlement Class, which will be agreed upon by the Parties and submitted to the court in conjunction with Plaintiffs’ motion for preliminary approval of the Agreement.

1.24 “Released Claims” means any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contracts or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees, and/or obligations (including “Unknown Claims” as defined below), whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, whether based on the VPPA or other state, federal, local, statutory, or common law or any other law, rule or regulation, against Released Parties, or any of them, arising out of any facts, transactions, events, matters occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding the alleged disclosure, use, interception or transfer of information of or related to the Settlement Class Members through use of the Meta pixel or other pixels, cookies, code, and/or tracking or analytics tools, including all claims relating to such information belonging to any and all Releasing Parties. Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, shall, either directly, indirectly, representatively, or in any capacity, be permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating (as a class member or

otherwise) in any lawsuit, action, or other proceeding in any jurisdiction (other than participation in the Settlement as provided herein) against any Released Party based on the Released Claims.

1.25 “Released Parties” means Defendant and Bentkey Ventures, LLC, along with each of their respective present or past direct or indirect parents and subsidiaries, and each of such foregoing entities’ present or past owners, heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, divisions, licensors, licensees, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, reinsurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

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

1.27 “Service Award” means a separate payment from the Settlement Fund of \$5,000.00 for the Class Representative or lesser amount awarded by the court as a service award and for resolution and release of the Class Representative’s Released Claims.

1.28 “Settlement Administration Expenses” means the expenses incurred by the Settlement Administrator in providing Notice, processing claims, responding to inquiries from members of the Settlement Class, mailing checks for Approved Claims, and related services.

1.29 “Settlement Administrator” means Angeion 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.

1.30 “Settlement Class” means persons who during the Class Period in the United States, (i) were log-in account holders and/or digital newsletter subscribers to a Daily Wire Website and (ii) accessed a video through a Daily Wire Website while a pixel was operational as to video. 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.

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

1.32 “Settlement Fund” means the total cash commitment of Defendant for purposes of this settlement with a total value of up to two million dollars (\$2,000,000.00 USD), which shall be the maximum amount of money that Defendant shall be obligated to pay for the benefit of the Settlement Class, inclusive of all Approved Claims, all Settlement Administration Expenses, any Fee Awards, Service Awards, and any other costs, expenses, and fees associated with the

Settlement pursuant to the terms set forth in this Agreement. Any monies in the Settlement Fund not paid for approved claims (including uncashed checks after 180 days), all Settlement Administration Costs, any Fee Awards, Service Awards, and any other costs, expenses, and fees associated with the Settlement pursuant to the terms set forth in this Agreement, shall be retained by Defendant and/or its insurer(s) and shall not otherwise be considered “Residual Funds” under 735 ILCS 5/2-807 or any other federal, state, or local law to the extent inconsistent with such retention. Recipients of any Settlement Funds shall be solely responsible for the reporting and payment of their share of any federal, state, and/or local income or other taxes.

1.33 “Settlement Website” means a website, referenced in Section 4.1 below, to be established, operated, and maintained by the Settlement Administrator for purposes of providing notice and otherwise making available to the Settlement Class Members the documents, information, and online claims submission process referenced in.

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

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH
THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS
OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE,

WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

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

2. SETTLEMENT RELIEF.

2.1 Payments to Settlement Class Members. Defendant will pay or cause to be paid a total of up to \$2,000,000.00 in cash for payment of the following: (i) Approved Claims for cash benefits submitted by Settlement Class Members pursuant to Section 2.3 below; (ii) the Notice and Other Settlement Administration Expenses actually incurred by the Settlement Administrator as described in Section 4.1 below; (iii) the Fee Award, as described in Section 8.1 below; and (iv) any Service Awards to the Plaintiffs, as may be ordered by the court and as described in Section 8.3 below.

2.2 Schedule of Payments into Settlement Fund. Defendant will make payments within thirty (30) days after the Effective Date.

2.3 Claims Process. Each Settlement Class Member will be entitled to submit a Claim Form for cash payment, consistent with this section and as determined by the court.

(a) *Cash Payment.* Each Settlement Class member may file a Claim Form that will, if valid after it is completed by the Settlement Class Member submitting the Claim Form, entitle him or her to a cash payment of up to fifteen dollars (\$15.00).

(b) *Method of Payment.* Each Settlement Class Member may choose to receive his or her cash payment via check, Venmo, or PayPal. Payment by check will be the default payment method in the event that a Settlement Class Member does not state a preferred method of payment.

(c) *Cash Payment from Fund.* Cash payments for Approved Claims will be paid sixty (60) days after the Effective Date from the Settlement Fund.

(d) *Pro Rata Adjustment.* If the total value of all Approved Claims exceeds the funds available for distribution to Settlement Class Members, then the amounts of the cash payments will be reduced *pro rata*.

2.4 Proof of Claim. A maximum of one claim, submitted on a single Claim Form, may be submitted by each Settlement Class Member. For a claim to be an “Approved Claim” the Settlement Class Member must attest as to (i) which Daily Wire Website(s) the Settlement Class Member was a log-in account holder; (ii) a date on which the Settlement Class Member accessed video content on the Daily Wire Website(s) while a log-in account holder of such Daily Wire Website; and (iii) the date to which the Settlement Class Member attests to having accessed video content on the Daily Wire Website while a log-in account holder of such Daily Wire Website and the date falls within the time period extending from on or after March 11, 2022 through November 7, 2023, inclusive.

2.5 Review of Claims. The Settlement Administrator will be responsible for reviewing all Claim Forms to determine their validity. The Settlement Administrator will reject any Claim

Form that does not comply in any material respect with the instructions on the Claim Form or the terms of Sections 2.3 and 2.4, above, or is submitted after the Claims Deadline.

2.6 Cash Benefit – Uncleared Checks. Those Settlement Class Members whose cash benefit checks are not cleared within one hundred eighty (180) days after issuance will be ineligible to receive a cash settlement benefit and Defendant will have no further obligation to make any payment pursuant to this Settlement Agreement or otherwise to such Settlement Class members. Any monies in the Settlement Fund from uncashed checks after 180 days, shall be returned by the Settlement Administrator to Defendant and/or its insurer(s) and retained by Defendant and/or its insurer(s) and shall not otherwise be considered “Residual Funds” under 735 ILCS 5/2-807 or any other federal, state, or local law to the extent inconsistent with such retention.

3. RELEASE.

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

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

4. NOTICE TO THE CLASS.

4.1 The Notice Plan shall consist of the following:

- A. *Settlement Class List.* No later than fourteen (14) days after Preliminary Approval, Defendant shall produce to the Settlement Administrator an electronic list from its records that includes the names and email addresses, to the extent available, belonging to log-in account holders for the Daily Wire Websites during the Class Period. Class Counsel's assent to this Agreement shall constitute consent on behalf of the Settlement Class to disclose this information to the Settlement Administrator, consistent with the written consent provisions of the VPPA. This electronic document shall be called the "Class List," and shall be provided exclusively to the Settlement Administrator and shall not be disclosed to anyone. The Settlement Administrator shall not use the Settlement Class List, or any information contained within it, for any other purposes other than administering the settlement, and shall take reasonable measures to protect the information from any third-party disclosure, and shall comply with all applicable law in utilizing and maintaining such information.
- B. *Direct Notice.* In the event that the court preliminarily approves the Settlement, no later than the Notice Date, the Settlement Administrator shall send Notice via email substantially in the form attached as Exhibit B, along with an electronic link to the Claim Form, to all Settlement Class Members for whom a valid email address is available in the Class List. In the event transmission of email notice results in any "bounce-backs," the Settlement Administrator shall, where practicable, make reasonable efforts to: (i) correct any issues that may have caused the "bounce-back" to occur and make a second attempt to re-send the email notice.

- A.* Reminder Notice. Seven (7) days prior to the Claims Deadline, the Settlement Administrator shall again send Notice via email substantially in the form attached as Exhibit B (with minor, non-material modifications to indicate that it is a reminder email rather than an initial notice), along with an electronic link to the Claim Form, to all Settlement Class Members for whom a valid email address is available in the Class List
- B.* Settlement Website. Within ten (10) days from entry of the Preliminary Approval Order, Notice shall be provided on a website at www.dwvppasettlement.com which shall be administered and maintained by the Settlement Administrator and shall include the ability to file Claim Forms on-line. The Notice provided on the Settlement Website shall be substantially in the form of Exhibit C hereto.
- C.* Contact from Class Counsel. After the Claims Deadline, Class Counsel, in their capacity as counsel to Settlement Class Members, may from time to time contact Settlement Class Members to provide information about the Settlement Agreement and to answer any questions Settlement Class Members may have about the Settlement Agreement.

4.2 The Notice shall advise the Settlement Class of their rights, including the right to be excluded from, comment upon, and/or object to the Settlement Agreement or any of its terms. The Notice shall specify that any objection to the Settlement Agreement, and any papers submitted in support of said objection, shall be considered by the court at the Final Approval Hearing only if, on or before the Objection/Exclusion Deadline approved by the court and specified in the Notice, the Person making the objection files notice of an intention to do so and at the same time (a) files copies of such papers he or she proposes to be submitted at the Final Approval Hearing

with the Clerk of the court, or alternatively, if the objection is from a Class Member represented by counsel, files any objection through the court's E-Filing Portal, and (b) sends copies of such papers by mail, hand, or overnight delivery service to Class Counsel and Defendant's Counsel.

4.3 Any Settlement Class Member who intends to object to this Agreement must present the objection in writing, which must be personally signed by the objector, and must include: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); and (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the court in accordance with the Local Rules).

4.4 If a Settlement Class Member or any of the Objecting Attorneys have objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption and amount of payment received. Any challenge to the Settlement Agreement, the Final Order, or the Final Judgment shall be pursuant to appeal under the applicable rules of appellate procedure and not through a collateral attack.

4.5 A Settlement Class Member may request to be excluded from the Settlement Class by sending a written request postmarked on or before the Objection/Exclusion Deadline approved

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

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

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

barred from bringing any action against any of the Released Parties concerning the Released Claims.

5. SETTLEMENT ADMINISTRATION.

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

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

(b) Receive requests to be excluded from the Settlement Class and other requests and promptly provide to Class Counsel and Defendant's Counsel copies thereof. If the

Settlement Administrator receives any exclusion forms or other requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;

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

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

5.2 The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud. The Settlement Administrator will reject any claim that does not comply in any material respect with the instructions on the Claim Form or the terms of Paragraphs 2.3 and/or 2.4, above, or is submitted after the Claims Deadline. Each claimant who submits an invalid Claim Form to the Settlement Administrator must be given a notice of the Claim Form's deficiency and an opportunity to cure the deficiency within twenty-one (21) days of the date of the notice. The Settlement Administrator may contact any Person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form.

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

able to agree on the disposition of a challenge, the disputed claim shall be submitted to Peter K. Rosen of JAMS for binding determination.

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

6. TERMINATION OF SETTLEMENT.

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

6.2 Subject to Paragraphs 9.1-9.3 below, Defendant shall have the right, but not the obligation, in its sole discretion, to terminate this Agreement by providing written notice to Class Counsel within seven (7) days if more than 1,000 Settlement Class Members exercise their right to opt out of the Settlement.

6.3 The Parties agree that the court’s failure to approve, in whole or in part, the attorneys’ fees payment to Class Counsel and/or the Service Award set forth in Paragraph 8 below

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

7. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER.

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

7.2 Defendant's agreement as to certification of the Settlement Class is solely for purposes of effectuating the Settlement and no other purpose. Defendant retains all of its objections, arguments, and defenses with respect to class certification and any other issue, and reserves all rights to contest class certification and any other issue if the Settlement set out in this Agreement does not result in entry of the Final Approval Order and Final Judgment, if the court's approval is reversed or vacated on appeal, if this Settlement is terminated as provided herein, or if the Settlement set forth in this Settlement otherwise fails to become effective. The Parties

acknowledge that there has been no stipulation to any classes or certification of any classes for any purpose other than effectuating the Settlement, and that if the Settlement set forth in this Settlement Agreement is not finally approved, if the court's approval is reversed or vacated on appeal, if this Settlement Agreement is terminated as provided herein, or if the Settlement set forth in this Settlement Agreement otherwise fails to become effective, this agreement as to certification of the Settlement Class becomes null and void ab initio, and this Settlement Agreement or any other settlement-related statement may not be cited regarding certification of the Class, or in support of an argument for certifying any class for any purpose related to this Action or any other proceeding.

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

7.4 After Notice is given, the Parties shall request and seek to obtain from the court a Final Judgment, which will (among other things):

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

(b) approve the Settlement Agreement and the proposed settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members;

(c) direct the Parties and their counsel to implement and consummate the Agreement according to its terms and provisions;

(d) declare the Agreement to be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and Releasing Parties;

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

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

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

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

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

(j) without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose; and

(k) incorporate any other provisions, as the court deems necessary and just, to the extent consistent with the Settlement Agreement.

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

8.1 Class Counsel may receive, subject to court approval, attorneys' fees, costs, and expenses not to exceed one-third of the Settlement Fund, *i.e.*, \$666,666.67. Class Counsel will petition the court for an award of such attorneys' fees and Defendant agrees to not object to or otherwise challenge, directly or indirectly, Class Counsel's petition for reasonable attorneys' fees and for reimbursement of costs and expenses if limited to this amount. Class Counsel, in turn, agrees to seek no more than this amount from the court in attorneys' fees and for reimbursement of costs and expenses.

8.2 The Fee Award shall be payable within thirty (30) days after the Effective Date, subject to Class Counsel providing all payment routing information and tax I.D. numbers for Milberg Coleman Bryson Phillips Grossman LLC, as agent for Class Counsel. Payment of the Fee Award shall be made by wire transfer to Milberg Coleman Bryson Phillips Grossman LLC, as agent for Class Counsel, for distribution to and among Class Counsel, in accordance with wire instructions to be provided to the Settlement Administrator by Milberg Coleman Bryson Phillips Grossman LLC, and completion of necessary forms, including but not limited to W-9 forms. Notwithstanding the foregoing, if for any reason the Final Judgment is reversed or rendered void as a result of an appeal(s) then any Persons or firms who shall have received the funds shall be severally liable for payments made pursuant to this subparagraph and shall return such funds to the Defendant. Additionally, should any parties to the Undertaking dissolve, merge, declare bankruptcy, become insolvent, or cease to exist prior to the final payment to Settlement Class

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

8.3 Subject to court approval, the Plaintiffs may be paid a Service Award by the Defendant, in addition to any settlement payment as a result of an Approved Claim pursuant to this Agreement, and in recognition of their efforts on behalf of the Settlement Class. Plaintiffs James Wade and Michael Chavarria may request a Service Award of five thousand dollars (\$5,000.00). Defendant will not object to or otherwise challenge, directly or indirectly, Class Counsel's application for the service award to the Class Representative if limited to this amount. Class Counsel, in turn, agrees to seek no more than this amount from the court as a Service Award for the Class Representative. Such award will be paid by Defendant (in the form of a check to the Class Representative that is sent care of Class Counsel) within twenty-one (21) days after the Effective Date.

9. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION.

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

- (a) The Parties and their counsel have executed this Agreement;
- (b) The court has entered the Preliminary Approval Order;
- (c) The court has entered an order finally approving the Agreement,

following Notice to the Settlement Class and a Final Approval Hearing, as provided by the Florida

Rules of Civil Procedure, and has entered the Final Judgment, or a judgment consistent with this Agreement in all material respects; and

(d) The Final Judgment has become Final, as defined above, or, in the event that the court enters an order and final judgment in a form other than that provided above (“Alternative Judgment”) and that has the consent of the Parties, such Alternative Judgment becomes Final.

9.2 If some or all of the conditions specified in Paragraph 9.1 are not met, or in the event that this Agreement is not approved by the court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Settlement Agreement shall be canceled and terminated subject to Paragraph 6.1 unless Class Counsel and Defendant’s Counsel mutually agree in writing to proceed with this Agreement. If any Party is in material breach of the terms hereof and fails to cure such material breach within 30 days of notice, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to all of the Settling Parties.

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

10. MISCELLANEOUS PROVISIONS.

10.1 The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the

extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement, to secure final approval, and to defend the Final Judgment through any and all appeals. Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking court approval of the Settlement Agreement, entry of the Preliminary Approval Order, and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Agreement.

10.2 The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiffs, the Settlement Class and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Action was defended by Defendant, or each or any of them, in bad faith or without a reasonable basis.

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

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

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

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

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

(d) is, may be deemed, or shall be construed against Plaintiffs, the Settlement Class, the Releasing Parties, or each or any of them, or against the Released Parties, or each or any

of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and

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

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

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

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

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

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

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

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

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

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

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

10.15 This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

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

10.17 Where this Agreement requires notice to the Parties, such notice shall be sent to the following counsel:

(a) To Plaintiffs:

Gary M. Klinger
gklinger@milberg.com
MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC
227 W. Monroe Street, Suite 2100
Chicago, IL 60606
Tel: 866.252.0878

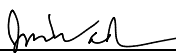
(b) To Defendant:

Joel Griswold
jcgriswold@bakerlaw.com
BAKER & HOSTETLER LLP
One North Wacker Drive, Suite 3700
Chicago, IL 60606
Tel: 312.416.6238

IT IS SO AGREED TO BY THE PARTIES:

Dated: 10/3/2024

JAMES WADE

By: 

James Wade, individually and as representative of
the Class

Dated: 10/01/24

MICHAEL CHAVARRIA

By: 
Chavarria, Michael (Oct 1, 2024 16:06 PDT)

Michael Chavarria, individually and as
representative of the Class

Dated: 10/9/24

On Behalf of **THE DAILY WIRE, LLC**

By: 
Name: Caleb Robinson
Title: Co-CEO

Dated: October 7, 2024

**MILBERG COLEMAN BRYSON PHILLIPS
GROSSMAN PLLC**

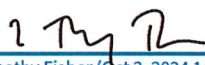
By: Gary M. Klinger

Gary M. Klinger
gklinger@milberg.com
MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN
PLLC
227 W. Monroe Street, Suite 2100
Chicago, IL 60606
Tel: 866.252.0878

Class Counsel

Dated: Oct 2, 2024

BURSOR & FISHER, P.A.

By: 
Timothy Fisher (Oct 2, 2024 14:56 PDT)

L. Timothy Fisher
ltfisher@bursor.com
BURSOR & FISHER, P.A.

1990 North California Blvd., Suite 940
Walnut Creek, CA 94596
Tel: 925.300.4455

Class Counsel

EXHIBIT A

[illegible]

PART TWO: PAYMENT SELECTION

Please select one of the following payment options:

☐ Venmo

Email address associated with your Venmo account:

[illegible]☐ PayPal

Email address associated with your PayPal account:

[illegible]☐ Physical Check

A check will be mailed to the address provided above.

PART THREE: CERTIFICATION

For a claim to be an “Approved Claim”, you must attest as to:

- 1) I was a log-in account holder and/or digital newsletter subscriber to a Daily Wire Website;
- 2) I accessed video content on the Daily Wire Website(s) while a log-in account holder of such Daily Wire Website(s) on or after March 11, 2022 through November 7, 2023.:

All the information on this Claim Form is true and correct to the best of my knowledge, information, and belief, and this is the only claim I will submit in connection with this Settlement. I understand the Settlement Administrator may contact me to request further verification of the information provided in this Claim Form.

--	--

SIGNATURE

DATE

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 -

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MM DD YYYY

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

EXHIBIT B

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
Circuit Court of the 17th Judicial Circuit, in and for Broward County, Florida
Wade v. The Daily Wire, LLC., Case No. CACE-24-003886

Our records indicate you may be entitled to a payment from a class action settlement because you were a log-in account holder to a Daily Wire website such as www.dailywire.com.

Click [HERE](#) To File A Claim.

Claims Must be Submitted no later than Month Day, 20YY.

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

A \$2 million settlement has been reached in a class action lawsuit against The Daily Wire, LLC (“Defendant”). The class action lawsuit alleges Defendant disclosed its subscribers’ personally identifiable information (“PII”) to Facebook, without consent of subscribers, in violation of the Video Privacy Protection Act (“VPPA”). Defendant denies that it violated any law but has agreed to the Settlement to avoid the uncertainties and expenses associated with continuing the lawsuit.

Am I a Settlement Class Member? The Defendant’s records indicate you are likely a Settlement Class Member. You are included in the Settlement Class if during March 11, 2022, through November 7, 2023, in the United States, you (i) were a log-in account holder and/or digital newsletter subscriber to a Daily Wire Website and (ii) accessed a video through a Daily Wire Website while a pixel was operational as to video. For purposes of this Settlement, “a pixel” is a type of coding for a website that works as an analytics tool to measure actions people take on a website, here while accessing a video through a Daily Wire Website. Daily Wire Websites include, but are not limited to, www.dailywire.com.

What Can I Get? If you are a Settlement Class Members, you can file a Claim Form to receive up to \$15.00. The payment may be reduced pro rata (a legal term meaning equal share) depending on the number of valid Claims filed.

How Do I Get a Payment? If you are a Settlement Class Member and you want to receive a payment you **must** complete and submit a Claim Form postmarked or submitted online by **Month Day, 20YY**. You can file a claim by clicking [here](#) or going to the website www.dwvppasettlement.com. You may also visit the website and print out and file a paper claim by mail.

What Are My Other Options? You may exclude yourself from the Settlement Class by sending a letter to the Settlement Administrator postmarked by **Month Day, 20YY**. If you exclude yourself, you cannot get a settlement payment, but you will keep any rights you may have against the Defendant regarding the issues in the lawsuit. You may object to the proposed settlement, and you and/or your lawyer have the right to appear before the court. Your written objection must be filed no later than **Month Day, 20YY**. Specific instructions about how to exclude yourself from, or object to, the Settlement are available [here](#). If you file a claim or do nothing, and the court approves the Settlement, you will be bound by all of the court’s orders and judgments. In addition, your claims against the Defendant relating to legal issues in this lawsuit will be released.

Who Represents Me? The court has appointed lawyers Gary M. Klinger of Milberg, Coleman,

Bryson, Phillips, Grossman PLLC and L. Timothy Fisher of Bursor & Fisher, P.A., to represent the Settlement Class. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this lawsuit, you may hire one at your expense.

When Will the Court Consider the Proposed Settlement? The court will hold the Final Approval Hearing at __:__ __.m. on Month Day, 2025, in Courtroom _ at the _____. The purpose of the hearing will be for the court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the Class Counsel's request for attorneys' fees and expenses; and to consider the request for a Service Award to the Class Representative. At that hearing, the court will be available to hear any objections and arguments concerning the fairness of the Settlement.

How Do I Get More Information? For more information, including the full Notice, Claim Form, and Settlement Agreement, go [here](#), contact the Settlement Administrator at 1-8XX-XXX-XXXX or write to Daily Wire VPPA Settlement, P.O. Box XXXX, Portland, OR 97XXX-XXXX.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT'S CLERK OFFICE
REGARDING THIS NOTICE.**

EXHIBIT C

If you were a log-in account holder and/or digital newsletter subscriber to a Daily Wire Website and accessed a video through a Daily Wire Website while a pixel was operational as to video, 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 \$2 million settlement has been reached in a class action lawsuit against The Daily Wire, LLC (“Daily Wire” or “Defendant”). The class action lawsuit alleges Defendant disclosed its subscribers’ personally identifiable information (“PII”) to Facebook, without consent of subscribers, in violation of the Video Privacy Protection Act (“VPPA”). Defendant denies that it violated any law, but has agreed to the Settlement to avoid the additional expense and distraction of litigation.
- You are included in the Settlement Class if during March 11, 2022, through November 7, 2023, in the United States, you (i) were a log-in account holder and/or digital newsletter subscriber to a Daily Wire Website and (ii) accessed a video through a Daily Wire Website while a pixel was operational as to video. For purposes of this Settlement, “a pixel” is a type of coding for a website that works as an analytics tool to measure actions people take on a website, here while accessing a video through a Daily Wire Website. Daily Wire Websites include, but are not limited to, www.dailywire.com.
- Settlement Class Members who file a valid Claim Form can receive a cash payment of up to \$15.00. The cash payment may be reduced pro rata (a legal term meaning equal share) depending on the number of valid Claims filed.
- Read this notice carefully. Your legal rights are affected whether you act, or do not act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Submit a Claim Form by Month Day, 20YY	This is the only way to receive a cash payment. A Claim Form is available at www.DWVPPASETTLEMENT.com . As a Settlement Class Member, you will give up your right to sue Defendant in the future regarding the legal claims in this lawsuit.
Exclude Yourself by Month Day, 20YY	You will receive no cash payment but you will retain any rights you currently have to sue Defendant regarding the legal claims in this lawsuit.
Object by Month Day, 20YY	Write to the court explaining why you don’t like the Settlement.
Go to the Hearing on Month Day 20YY	Ask to speak in court about your opinion of the Settlement.
Do Nothing	You will not receive a cash payment and you will give up your rights to sue Defendant regarding the legal claims in this lawsuit.

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

Questions? Visit www.DWVPPASETTLEMENT.com or call 1-XXX-XXX-XXXX

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 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 Keathan B. Frink, of the Circuit Court of the 17th Judicial Circuit, in and for Broward County, Florida, is overseeing this lawsuit. The lawsuit is called *Wade v. The Daily Wire, LLC.*, Case No. CACE-24-003886. The person who has sued is called the Plaintiff. The entity being sued, Daily Wire, is called the Defendant.

2. What is a class action?

In a class action, one or more people called the class representative (in this case, Plaintiffs James Wade and Michael Chavarria) sue on behalf of a group or a “class” of people who have similar legal 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 Defendant violated the Video Privacy Protection Act, 18 U.S.C. § 2710, *et seq.* (“VPPA”) by disclosing its subscribers’ personally identifiable information (“PII”) to Facebook without permission. 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. Defendant denies that it violated any law. The court has not decided 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 Defendant should win this lawsuit. Instead, both the Plaintiffs and Defendant have agreed to a Settlement. The Plaintiffs and the lawyers for the Settlement Class (“Class Counsel”) believe the Settlement is best for all Settlement Class Members because of the benefits of the Settlement and the risks and uncertainty associated with continued litigation.

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 during the Class Period in the United States, (i) were log-in account holders and/or digital newsletter subscribers to a Daily Wire Website and (ii) accessed a video through a Daily Wire Website while a pixel was operational as to video.

A “Daily Wire Website” is defined as Daily Wire websites or web applications, including, but not limited to, www.dailywire.com.

The “Class Period” is from March 11, 2022, through November 7, 2023.

For purposes of this Settlement, “a pixel” is a type of coding for a website that works as an analytics tool to measure actions people take on a website, here while accessing a video through a Daily Wire Website.

Questions? Visit www.DWVPPASETTLEMENT.com or call 1-XXX-XXX-XXXX

6. Are there exceptions to being included in the Settlement?

Yes. 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.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at www.xxxxxxxxxxxx.com or call the Settlement Administrator toll-free at 1-xxx-xxx-xxxx.

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

Cash Payment

Settlement Class Members who file a valid Claim Form can receive a cash payment of up to \$15.00.

9. How will the amount of the cash payment be determined?

According to the Settlement Agreement, a \$2 million Settlement Fund will be used to pay for the following: (1) Notice and Other Settlement Administration Expenses (2) the Fee Award for attorneys' fees, costs, and expenses for Class Counsel, as may be approved by the court; (3) a Service Award to the Class Representative; and (4) up to an \$15.00 cash payment to each Settlement Class Member who submits a valid Claim. The \$15.00 cash payment may be reduced pro rata (a legal term meaning equal share) if the total value of all Approved Claims exceeds the funds available for distribution to Settlement Class Members depending on the number of valid Claims received.

10. How do I get a payment?

If you are a Settlement Class Member and you want to receive a payment, you **must** complete and submit a Claim Form postmarked or submitted online by **Month Day, 20YY**. Claim Forms can be submitted online at www.DWVPPASETTLEMENT.com, or by printing and mailing a paper Claim Form, copies of which are available for download at www.DWVPPASETTLEMENT.com.

Settlement Class Members are encouraged to submit their claim online.

11. When will I get my payment?

The court will hold a hearing to consider the fairness of the Settlement. If the court approves the Settlement, eligible Settlement Class Members whose claims are approved by the Settlement Administrator will receive their payment after the Settlement is finally approved and/or any appeals process is complete.

REMAINING IN THE SETTLEMENT

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

Questions? Visit www.DWVPPASETTLEMENT.com or call 1-XXX-XXX-XXXX

If the Settlement becomes final, you will give up (or “release”) your rights to sue Defendant and Released Parties regarding the Released Claims, which are described and defined in paragraphs 1.24 - 1.26, and described in paragraph 3 of the Settlement Agreement. Unless you exclude yourself, you will release the Released Claims, regardless of whether you submit a Claim Form or not. You may review the Settlement Agreement on the Settlement Website at www.dwvppasettlement.com.

The Settlement Agreement describes the Released Claims in necessary legal terminology, so please read this information carefully. If you have any questions you may speak to Class Counsel for free or you may speak to your own lawyer at your own expense.

If you remain in the Settlement Class, you will be bound by all of the court’s orders and judgments.

13. What happens if I do nothing at all?

If you do nothing, you will not receive a cash payment. Also, if you do not exclude yourself, you will be unable to start a lawsuit or be part of any other lawsuit brought against Defendant regarding the Released Claims in this lawsuit.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in the case?

The court has appointed Gary M. Klinger of Milberg, Coleman, Bryson, Phillips, Grossman PLLC and L. Timothy Fisher of Bursor and Fisher, P.A., to be the lawyers representing the Settlement Class. They are called “Class Counsel.” After conducting an extensive investigation, they believe the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for the lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your own expense.

15. 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 will ask for no more than \$666,666.67 (one-third of the \$2 million Settlement Fund), but the court may award less than this amount.

Class Counsel may also seek a Service Award of up to \$5,000 for the Class Representative for their service in helping to bring and settle the case. The Service Award will be paid out of the Settlement Fund, but the court may award less than this amount.

EXCLUDING YOURSELF FROM THE SETTLEMENT

16. How do I get out of the Settlement?

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

- Your name;
- Your address;
- Your signature;
- The name and number of the case (*Wade and Chavarria v. The Daily Wire, LLC.*, Case No CACE-24-003886); and
- A statement that you wish to be excluded from the Settlement Class for the purposes of this

Questions? Visit www.DWVPPASETTLEMENT.com or call 1-XXX-XXX-XXXX

Settlement.

You must mail or deliver your exclusion letter, **postmarked or received** by **Month Day, 2024**, to:

Daily Wire VPPA Settlement Exclusions
P.O. Box XXXX
Portland, OR 972XX-XXXX

No “mass” or “class” opt-outs will be allowed.

17. 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 Defendant for the Released Claims being resolved by this Settlement.

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

No. If you exclude yourself, you may not submit a Claim Form to receive a cash payment.

OBJECTING TO THE SETTLEMENT

19. How do I object to the Settlement?

If you are a Settlement Class Member, you may comment upon and/or object to the Settlement Agreement or any of its terms. If you choose to make an objection, you must mail or file with the court your written objection stating that you object to the Settlement Agreement. Your written objection must include:

- Your name and address;
- An explanation of the basis upon which you claim to be a Settlement Class Member;
- All grounds for your objection, including all citations to legal authority and evidence supporting the objection;
- The name and contact information of any and all lawyers representing, advising, or in any way assisting you in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the “Objecting Lawyers”); and
- A statement indicating whether you intend to appear at the Final Approval Hearing (either personally or through a lawyer who files an appearance with the court in compliance with the Local Rules of the court).
- If you or any of the Objecting Lawyers have objected to any class action settlement where you or the Objecting Lawyers asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption and amount of payment received. Any challenge to the Settlement Agreement, the Final Order, or the Final Judgment will be pursuant to appeal under the applicable rules of appellate procedure and not through a collateral attack.

You must mail or deliver your written objection, so that it is **received** no later than **Month Day, 20YY**, to:

Clerk of the Court
Circuit Court of the 17th Judicial Circuit, in and for Broward County, Florida

Questions? Visit www.DWVPPASETTLEMENT.com or call 1-XXX-XXX-XXXX

201 SE 6th Street
Fort Lauderdale, Florida 33301

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

Class Counsel	Defendant's Counsel
Gary M. Klinger gklinger@milberg.com MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC 227 W. Monroe Street, Suite 2100 Chicago, IL 60606 Timothy Fisher ltfisher@bursor.com BURSOR & FISHER, P.A. 1990 North California Blvd., 9 th Floor Walnut Creek, CA 94596	Joel Griswold jcggriswold@bakerlaw.com BAKER & HOSTETLER LLP One North Wacker Drive, Suite 3700 Chicago, IL 60606

No "mass" or "class" objections will be allowed.

Objections will be considered by the court at the Final Approval Hearing only if, on or before the Objection Deadline, the Person making the objection files a notice of an intention to do so and at the same time (a) files copies of such papers he or she proposes to be submitted at the Final Approval Hearing with the Clerk of the court, or alternatively, if the objection is from a Class Member represented by counsel, files any objection through the court's E-Filing Portal, and (b) sends copies of such papers by mail, hand, or overnight delivery service to Class Counsel and Defendant's Counsel.

20. What is the difference between objecting and excluding myself from the Settlement?

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

THE COURT'S FINAL APPROVAL HEARING

21. When and where will the court decide whether to approve the Settlement?

The court will hold a Final Approval Hearing at __:___.m. on **Month Day, 20YY**, in Courtroom ___ at the _____. The purpose of the hearing will be for the court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the Class Counsel's request for attorneys' fees and expenses; and to consider the request for a Service Award to the Class Representative. At that hearing, the court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check www.dwvppasettlement.com or call 1-XXX-XXX-XXXX to confirm the date and time. 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 the Final Approval

Questions? Visit www.DWVPPASETTLEMENT.com or call 1-XXX-XXX-XXXX

Hearing.

22. Do I have to attend the hearing?

No. Class Counsel will answer any questions the court may have. You are welcome to attend at your own expense. If you send an objection or comment, you do not have to attend the hearing to talk about it. If you file and mail your written objection on time, the court will consider it. You may also hire your own lawyer (at your own expense) to attend the hearing, but it is not required.

23. May I speak at the hearing?

Yes. You may ask the court for permission to speak at the Final Approval Hearing. If you objected to the Settlement and intend to appear at the Final Approval Hearing (at your own expense and either with or without counsel), you must file notice of an intention to appear with the Clerk of the court and at the same time file copies of any papers you propose to be submitted at the Final Approval Hearing. Alternatively, if you object and are represented by you own lawyer, you may file your objection and intent to appear at the Final Approval Hearing through the court's E-Filing Portal, and send copies of your papers by mail or otherwise deliver to Class Counsel and Defendant's Counsel.

GETTING MORE INFORMATION

24. Where do I get more information?

This Notice summarizes the Settlement. More details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.dwvppasettlement.com, by calling toll-free 1-xxx-xxx-xxx, or by writing to:

Daily Wire VPPA Settlement
PO Box xxxx
Portland, OR 97xxx-xxxx

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT'S CLERK OFFICE
REGARDING THIS NOTICE.**

Questions? Visit www.DWVPPASETTLEMENT.com or call 1-XXX-XXX-XXXX

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$2M Daily Wire Settlement Ends Class Action Lawsuit Over Alleged Online Privacy Violations](#)
