

**IN THE CIRCUIT COURT OF DUPAGE COUNTY  
EIGHTEENTH JUDICIAL CIRCUIT**

SONYA JACKSON, JASON GOLDSTEIN, and  
TAMMY HUTTEMEYER, individually and on  
behalf of all others similarly situated,

Plaintiffs,

v.

FANDANGO MEDIA, LLC,

Defendant.

Case No. 2023LA000631

**CLASS ACTION SETTLEMENT AGREEMENT**

This Agreement (“Agreement” or “Settlement Agreement”) is entered into by and among (i) Plaintiffs, Sonya Jackson, Jason Goldstein, and Tammy Huttemeyer (the “Plaintiffs”); (ii) the Settlement Class (as defined herein); and (iii) Defendant, Fandango Media, LLC (“Defendant”). Plaintiffs and the Defendant are collectively referred to herein as the “Parties.” This Agreement is intended by the Parties to fully, finally and forever resolve, discharge, and settle the Released Claims (as defined herein), upon and subject to the terms and conditions of this Agreement, and subject to the final approval of the Court.

**RECITALS**

**A.** This putative class action was originally filed on April 11, 2022, in the United States District Court for the Southern District of Florida. The material allegations of the complaint center on Defendant’s alleged disclosure of its subscribers’ personally identifiable information to a third-party without permission in violation of the Video Privacy Protection Act, 18 U.S.C. § 2710 *et seq.* (the “VPPA”). *Goldstein v. Fandango*, Case No. 9:22-cv-80569, ECF No. 1 (S.D. Fla. Apr. 11, 2023). On May 3, 2023, Plaintiffs filed a First Amended Complaint pursuant to Fed. R. Civ. P. 15(a)(1)(A), which added allegations that Defendant disclosed its

subscribers' personally identifiable information to Facebook without permission in violation of the VPPA. *Id.* at ECF No. 8.

**B.** In response to the First Amended Complaint, on June 13, 2022, Defendant filed a motion to dismiss under Rule 12(b)(6), arguing, *inter alia*, that Plaintiff failed to state a claim upon which relief could be granted. *Id.* at ECF No. 10.

**C.** In response to the motion to dismiss, on June 21, 2022, Plaintiffs moved to amend the First Amended Complaint pursuant to Fed. R. Civ. P. 15(a)(2). *Id.* at ECF No. 11. Defendant filed its opposition brief on July 1, 2022 (*id.* at ECF No. 15), and Plaintiffs filed their reply brief on July 12, 2022 (*id.* at ECF No. 20).

**D.** On July 15, 2022, the court granted Plaintiffs' Motion to Amend. *Id.* at ECF No. 24. That same day, Plaintiffs filed their Second Amended Complaint. *Id.* at ECF No. 25.

**E.** In response to the Second Amended Complaint, on July 27, 2022, Defendant filed a motion to dismiss under Rule 12(b)(6), arguing, *inter alia*, that Plaintiff failed to state a claim upon which relief could be granted. *Id.* at ECF No. 27. Plaintiffs filed their opposition brief on August 12, 2022 (*id.* at ECF No. 28), and Defendant filed its reply brief on August 19, 2022 (*id.* at ECF No. 33).

**F.** On August 25, 2022, Defendant moved to stay discovery while the motion to dismiss was pending. *Id.* at ECF No. 34. Plaintiffs filed their opposition brief on September 8, 2022 (*id.* at ECF No. 35), and Defendant filed its reply brief on September 15, 2022 (*id.* at ECF No. 37).

**G.** On September 20, 2022, the court denied Defendant's motion to stay discovery. *Id.* at ECF No. 39.

**H.** Thereafter, the Parties engaged in written discovery, which included the exchange of initial disclosures pursuant to Rule 26(a)(1), requests for production and interrogatories, meet-and-confer conferences regarding the same, and the production of documents.

**I.** On November 16, 2022, the court heard oral argument on Defendant's motion to dismiss. *Id.* at ECF No. 51. On March 7, 2023, the court denied Defendant's motion to dismiss. *Id.* at ECF No. 57.

**J.** On March 17, 2023, the Parties moved to stay all deadlines in the matter in order to focus on settlement negotiations and preparing for a private mediation. *Id.* at ECF No. 58. The court granted that motion on March 20, 2023. *Id.* at ECF No. 59.

**K.** From the outset of the case, and including during the pendency of the motion to dismiss, the Parties engaged in direct communications, and as part of their obligations under Fed. R. Civ. P. 26, discussed the prospect of resolution. Those discussions led to an agreement between the Parties to engage in mediation, which the Parties agreed would take place before the Honorable Diane M. Welsh (Ret.) of JAMS, who is a former United States Magistrate Judge for the Eastern District of Pennsylvania and a neutral at JAMS.

**L.** 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.

**M.** The mediation took place on May 9, 2023. While the Parties engaged in good faith negotiations, which at all times were at arms' length, they failed to reach an agreement that

day. However, because the Parties felt they had made progress, they stipulated to extend the stay to continue their mediation efforts, which the Court granted. *Id.* at ECF No. 60-61.

**N.** Over the next several weeks, the Parties engaged in additional rounds of arms' length negotiations and, on June 2, 2023, reached agreement on all material terms of a class action settlement and executed a term sheet.

**O.** On June 15, 2023, Plaintiffs Goldstein and Huttemeyer voluntarily dismissed the Federal Action against Fandango without prejudice. Thereafter, on June 16, 2023, Plaintiffs filed the instant Action in this Court.

**P.** 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.

**Q.** Plaintiffs believe that the claims asserted in the Action against Defendant have merit and that they would have prevailed at summary judgment and/or trial. Nonetheless, Plaintiffs and Class Counsel recognize that Defendant has raised factual and legal defenses that present a risk that Plaintiffs may not prevail. Plaintiffs and Class Counsel also recognize the expense and delay associated with continued prosecution of the Action against Defendant through class certification, summary judgment, trial, and any subsequent appeals. Plaintiffs and



Class Counsel have also taken into account the uncertain outcome and risks of litigation, especially in complex class actions, as well as the difficulties inherent in such litigation. Therefore, Plaintiffs believe it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice. Based on their evaluation, Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to settle the claims raised in the Action pursuant to the terms and provisions of this Agreement.

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

## **AGREEMENT**

### **1. DEFINITIONS.**

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

**1.1 “Action”** means *Jackson v. Fandango Media, LLC*, Case No. 2023LA000631, pending in the Circuit Court for DuPage County, Eighteenth Judicial Circuit.

**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. To receive either a Cash Payment or Movie Ticket Voucher, each claimant must fill out an attestation that they (1) had a Fandango user account during the Class Period; (2) had an active Facebook account during the Class Period; and (3) accessed or viewed a video on the Fandango website (fandango.com) from the same browser the individual used to access Facebook during the Class Period. Further, each claimant must provide proof of their active Facebook membership during the Class Period, such as a Facebook ID number or screenshot to connect their Facebook ID with their Fandango account to demonstrate that the accounts belong to the same real-world person. Facebook accounts with fake names are not eligible for payout.

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

**1.4 “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.

**1.5 “Claims Deadline”** means the date by which all Claim Forms must be postmarked or received to be considered timely and shall be set as a date no later than sixty (60) days after the Notice Date. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Notice and the Claim Form.

**1.6 “Class Counsel”** means Yitzchak Kopel, Max S. Roberts, and Christopher R. Reilly of Bursor & Fisher, P.A.

**1.7 “Class Period”** means from April 1, 2020, until June 1, 2022 (the date after which Defendant disabled all relevant Facebook technology from video view pages).

**1.8 “Class Representatives”** means the named Plaintiffs in this Action, Sonya Jackson, Jason Goldstein, and Tammy Huttemeyer.

**1.9 “Court”** means the Circuit Court of DuPage County, Eighteenth Judicial Circuit.

**1.10 “Defendant”** means Fandango Media, LLC.

**1.11 “Defendants’ Counsel”** means Marc J. Zwillinger, Jeffrey G. Landis, and Adya Baker of ZwillGen PLLC.

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

**1.13 “Federal Action”** means *Goldstein v. Fandango*, Case No. 9:22-cv-80569-KAM, which was pending in the United States District Court for the Southern District of Florida and was voluntarily dismissed without prejudice on June 15, 2023.

**1.14 “Fee Award”** means the amount of attorneys’ fees, costs, and expenses awarded by the Court to Class Counsel, which will be paid out of the Settlement Benefit Cap.

**1.15 “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) if there is an appeal that involves the fee award

in addition to other issues, date of final dismissal of any appeal or the final dismissal of any proceeding on *certiorari*.

**1.16 “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 Representatives.

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

**1.18 “Movie Ticket Voucher”** means a Fandango Promo Code of \$15.00 USD for use to purchase a movie ticket on Fandango’s website. Movie Ticket Vouchers shall be subject to the Net Settlement Benefit Cap. The Movie Ticket Voucher shall not expire until nine (9) months after the date of issue. The Movie Ticket Voucher can be transferred to friends and family of the Movie Ticket Voucher recipient but cannot be resold. Movie Ticket Vouchers and any ticket(s) purchased using the Movie Ticket Voucher are subject to Fandango’s Promo Code Policy,<sup>1</sup> Fandango’s ticket policy<sup>2</sup> and other policies.<sup>3</sup> Each Movie Ticket Voucher is single use. Where the Movie Ticket Voucher equals or exceeds the cost of the ticket purchase transaction (*e.g.*, the ticket price, convenience fee, other fees (if any) and taxes), no additional funds are needed to use the Movie Ticket Voucher. In the event that the voucher exceeds such amounts, the Movie Ticket Voucher recipient will not retain the remaining unused value. No refunds or exchanges will be given on movie ticket purchases made using the Movie Ticket Voucher.

**1.19 “Net Settlement Benefit Cap”** means the Settlement Benefit Cap less (i) any Fee Award that is awarded by the Court; (ii) any incentive awards that are awarded by the Court; and

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<sup>1</sup> FANDANGO PROMO CODE POLICY, <https://www.fandango.com/policies/promo-code-policy>

<sup>2</sup> TICKET POLICY, <https://www.fandango.com/policies/movie-ticket-policy>.

<sup>3</sup> TERMS AND POLICIES, <https://www.fandango.com/policies/terms-and-policies>.

(iii) any Settlement Administration Expenses that are awarded by the Court. The Net Settlement Benefit Cap shall be used to pay any Approved Claims submitted by Settlement Class Members for Cash Payments and Movie Ticket Vouchers.

**1.20 “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, Rule 23, and is substantially in the form of Exhibits B, C, and D hereto.

**1.21 “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.

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

**1.23 “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.

**1.24 “Personal Information”** shall mean a Class Member’s full name, IP address, browser identifier, advertising ID, Facebook ID, home addresses, e-mail address, location, city,

state, zip code, time zone, telephone number, gender, age, ethnicity, income, religion, parental status, and/or political affiliation.

**1.25 “Plaintiffs”** means Sonya Jackson, Jason Goldstein, and Tammy Huttemeyer.

**1.26 “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.

**1.27 “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.

**1.28 “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 the Released Parties, or any of them, arising out of any facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions, or failures to act regarding the alleged disclosure of the Settlement Class Members’ Personal Information and/or Video Viewing Information of any sort to any third party, including all claims that were brought or could have been brought in the Action and Federal Action relating to the disclosure of such information belonging to any and all Releasing Parties. Nothing herein is intended to release any claims any governmental agency or governmental actor has against Defendant.

**1.29 “Released Parties”** means Defendant Fandango Media, LLC, as well as any and all of its respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, subsidiaries, licensors, licensees, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

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

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

**1.32 “Settlement Administrator”** means any 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.

**1.33 “Settlement Benefit Cap”** shall mean the gross amount of six million dollars (\$6,000,000.00 USD) that shall represent Defendant’s maximum financial obligation in this

matter. In no event shall the total out-of-pocket costs paid by Defendant exceed the Settlement Benefit Cap. The following shall be subject to the Settlement Benefit Cap: (i) all Approved Claims for Cash Awards or Movie Ticket Vouchers; (ii) any Fee Award approved by the Court; (iii) any incentive awards approved by the Court; and (iv) any Settlement Administration Expenses approved by the Court.

**1.34 “Settlement Class”** means all Fandango Subscribers (individuals that created an account on Fandango) who (i) watched any video content on the Fandango website from the same browser they used to access Facebook during the Class Period; and (ii) who were members of Facebook at the time they watched a video on the Fandango website. 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.

**1.35 “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.

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



A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Upon the Effective Date, the Releasing Parties also shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable, or equivalent to California Civil Code § 1542. 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.

**1.37 “Video Viewing Information”** shall mean any information that has any tendency to identify what video a person is watching or has watched.

## **2. SETTLEMENT RELIEF.**

### **2.1 Payments to Settlement Class Members.**

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

- i.** A Cash Payment of \$5.00 USD; *or*
- ii.** A Movie Ticket Voucher of \$15.00 USD, subject to the conditions set forth in Section 1.17 of this Agreement.

(b) All Cash Payments and Movie Ticket Vouchers shall be subject to the Settlement Benefit Cap of \$6,000,000. In the event that Approved Claims for Cash Payments and Movie

Ticket Vouchers exceed the Net Settlement Benefit Cap, all Cash Payments and Movie Ticket Vouchers shall each be reduced *pro rata*.

(c) Each Settlement Class Member will receive his or her Cash Payment via check with checks for Cash Payments being sent via first class U.S. mail to the Settlement Class Members who submitted such Approved Claims.

(d) Within fourteen (14) days of the Final Judgment, Defendant shall establish a fund containing its anticipated payment of any Approved Claims for Cash Payments (the “Cash Payment Fund”). Within ten (10) days of the Effective Date, Defendant shall wire the proceeds of the Cash Payment Fund to the Settlement Administrator for distribution to Settlement Class Members. Payments to all Settlement Class Members with Approved Claims shall be made within thirty (30) days after the Effective Date.

(e) The Movie Ticket Vouchers shall be available to all claiming Settlement Class Members no later than the later of January 15, 2024, or 60 days after the Claims Deadline, and shall expire nine (9) months after that later date. The Settlement Administrator shall be responsible for providing Settlement Class Members with their Movie Ticket Vouchers. In a timely manner as requested by the Settlement Administrator, Defendant will provide the Settlement Administrator with sufficient Promotional Codes for each Class Member who selected Movie Ticket Vouchers as well as instructions for accessing the same.

(f) All cash payments issued to Settlement Class Members via check will state on the face of the check that it will expire and become null and void unless cashed within one hundred and eighty (180) days after the date of issuance. 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. Unpaid funds from uncleared checks will revert back to Defendant.

(g) A maximum of one claim, submitted on a single Claim Form, may be submitted by each Settlement Class Member. An Approved Claim must confirm that during the claimant (1) had a Fandango user account during the Class Period; (2) had an active Facebook account during the Class Period; and (3) accessed or viewed a video on the Fandango website (fandango.com) during the Class Period from the same browser the individual used to access Facebook. Further, each claimant must provide proof of their active Facebook membership during the Class Period, such as a Facebook ID number or screenshot to connect their Facebook ID with their Fandango account to demonstrate that the accounts belong to the same real-world person. Facebook accounts with fake names are not eligible for payout.

**2.2 Prospective Relief.** Within 45 days of the Preliminary Approval Order, Defendant will suspend operation of the Facebook Pixel on any pages on its website that includes video content related to movies and has a URL that substantially identifies the video content viewed, unless and until the VPPA is amended, repealed, or otherwise invalidated by judicial decision as applied to the use of web site Pixel technology, or until Fandango obtains VPPA-compliant consent for the disclosure of the video content viewed to Facebook. Nothing herein shall prohibit the use of the Facebook Pixel where the disclosure of information Facebook does not identify specific video materials.

### **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 an electronic list from its records that includes the names, e-mail addresses, and last known U.S. Mail addresses, to the extent available, belonging to individuals with Fandango accounts during the Class Period. Class Counsel's assent to this Agreement shall constitute consent on behalf of the Settlement Class to disclose this information, consistent with the written consent provisions of the VPPA. This electronic document shall be called the "Class List," and shall be provided to the Settlement Administrator with a copy to Class Counsel. Class Counsel shall not use the Settlement Class List, or any information contained within it, for any other purposes other than administering the settlement, and shall take reasonable measures to protect the information from any third-party disclosure. Class Counsel may not send advertisements, solicitations, or communications to the Settlement Class to solicit Class members to retain Class Counsel for any other matters or disputes.

**(b)** *Direct Notice.* 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 e-mail notice results in any “bounce-backs,” the Settlement Administrator shall, where reasonable correct any issues that may have caused the “bounce-back” to occur and make a second attempt to re-send the email notice.

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

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

(e) *Contact from Class Counsel.* Class Counsel, in their capacity as counsel to Settlement Class Members, may from time to time contact Settlement Class Members to provide information about the Settlement Agreement, answer any questions Settlement Class Members may have about the Settlement Agreement, and assist Settlement Class Members with filing claims insofar as such communication or correspondence is directly related to administering the settlement.

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

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

**4.4** If a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption and amount of payment received. Any challenge to the Settlement Agreement, the Final Order, or the Final Judgment shall be pursuant to appeal under the Illinois Supreme Court Rules 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 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 seventy-five (75) days after the Notice described in Paragraph 4.1(d) 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.

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

<b>EVENT</b>	<b>PROPOSED DEADLINE</b>
Deadline to Provide Settlement Administrator with Class List	14 Days After Preliminary Approval Order
Notice Date	30 Days After Preliminary Approval Order
Motion for Final Approval	45 Days After Notice Date
Motion for Attorneys' Fees	45 Days After Notice Date
Claims Deadline	60 Days After Notice Date
Objection/Exclusion Deadline	60 Days After Notice Date
Opposition to Motion for Final Approval	60 Days After Notice Date
Opposition to Motion for Attorneys' Fees	60 Days After Notice Date
Reply In Support of Motion for Final Approval	70 Days After Notice Date
Reply In Support of Motion for Attorneys' Fees	70 Days After Notice Date
Final Approval Hearing	75 Days After Notice Date
Payment of Fee Award	10 Days After Final Judgment
Establish of Cash Payment Fund	10 Days After Final Judgment
Payment of Incentive Awards	10 Days After Effective Date
Proceeds of Cash Payment Fund Wired to Settlement Administrator	14 Days After Effective Date
Cash Payments Sent to Settlement Class Members	30 Days After Effective Date
Distribution of Movie Ticket Vouchers to Settlement Class Members	Later of January 15, 2024, or 60 days after Claims Deadline
Reminder Email Regarding Movie Ticket Vouchers	January 22, 2024, or seven days after Voucher Distribution
Expiration of Movie Ticket Vouchers	October 15, 2024, or 9 months after Voucher Distribution

## **5. SETTLEMENT ADMINISTRATION.**

**5.1** The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement by processing Claim Forms in a rational,



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

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

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

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

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

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

**5.3** Defendant's Counsel and Class Counsel shall have the right to challenge the acceptance or rejection of a Claim Form submitted by Settlement Class Members and to obtain and review supporting documentation relating to such Claim Form. The Settlement Administrator shall follow any agreed decisions of Class Counsel and Defendant's Counsel as to the validity of any disputed submitted Claim Form. To the extent Class Counsel and Defendant's Counsel are not able to agree on the disposition of a challenge, the disputed claim shall be submitted to the Honorable Diane M. Welsh 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 Representatives on behalf of the Settlement Class, shall have the right to terminate this Agreement by providing

written notice of the election to do so (“Termination Notice”) to all other Parties hereto within twenty-one (21) days of any of the following events: (i) the Court’s refusal to grant 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 Court of Appeals 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 Court of Appeals 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 twenty-five (25) days of the following events: (i) individuals comprising more than one thousand (1,000) Settlement Class Members in total have timely and validly opted out of and/or objected to the Agreement; or (ii) individuals comprising more than two hundred (200) Settlement Class Members file or threaten to file any arbitrations against Defendant related to the Released Claims at any time prior to the filing of the Preliminary Approval Motion.

**6.3** If Defendant seeks to terminate the Agreement on the basis of 6.2 above, the Parties agree that any dispute as to whether Defendant may invoke section 6.2 to terminate the Agreement that they cannot resolve on their own after reasonable, good faith efforts, will be submitted to the Honorable Diane M. Welsh of JAMS for binding determination.

**6.4** The Parties agree that the Court’s failure to approve, in whole or in part, the Fee Award payment to Class Counsel and/or the incentive award set forth in Paragraph 8 below shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination. The procedures for any application for approval of attorneys’ fees, expenses, or Incentive 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 Representatives; 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, C, and D hereto. The Preliminary Approval Order shall also authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to this Agreement) so long as they are consistent in all material respects with the terms of the Settlement Agreement and do not limit or impair the rights of the Settlement Class.

**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; direct the Parties and their counsel to implement and consummate the Agreement according to its terms and provisions; and 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;

(c) 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 Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court;

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

(e) 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;

(f) 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;

(g) 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 or other action in any jurisdiction based on the Released Claims;

(h) 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

(i) incorporate any other provisions, as the Court deems necessary and just.

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

**8.1** Pursuant to Fed. R. Civ. P. 23(h), Defendant agrees that Class Counsel shall be entitled to an award of reasonable attorneys' fees and costs out of the Settlement Fund in an

amount determined by the Court as the Fee Award. With no consideration given or received, Class Counsel will limit its petition for attorneys' fees, costs, and expenses to no more than 31.67 percent of the Settlement Benefit Cap (*i.e.*, \$1,900,000.00). Provided that Class Counsel limits its request for a Fee Award to this amount, Defendant shall not oppose Class Counsel's request for the Fee Award.

**8.2** The Fee Award shall be payable within ten (10) days after entry of the Court's Final Judgment, subject to Class Counsel executing the Undertaking Regarding Attorneys' Fees and Costs (the "Undertaking") attached hereto as Exhibit E, and providing all payment routing information and tax I.D. numbers for Class Counsel. Payment of the Fee Award shall be made by wire transfer to Bursor & Fisher, P.A. in accordance with wire instructions to be provided to the Settlement Administrator by Bursor & Fisher, P.A., and completion of necessary forms, including but not limited to W-9 forms. Notwithstanding the foregoing, if for any reason the Final Judgment is reversed or rendered void as a result of an appeal(s) then Class Counsel shall return such funds to the Settlement Fund. In addition, should any parties to the Undertaking dissolve, merge, declare bankruptcy, become insolvent, or cease to exist prior to the final payment to Settlement Class Members, those parties shall execute a new undertaking guaranteeing repayment of funds within fourteen (14) days of such an occurrence.

**8.3** Class Counsel intends to file a motion for Court approval of incentive awards for the Class Representatives, to be paid out of the Settlement Benefit Cap, in addition to any funds the Class Representatives stand to otherwise receive from the Settlement. With no consideration having been given or received for this limitation, the Class Representatives will seek no more than \$2,500 each (\$7,500 total) as incentive awards. Such award shall be paid in the form of a check to the Class Representatives that is sent care of Class Counsel within ten (10) days after the Effective Date.

**9. 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 in the Federal 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 brought by Plaintiffs or defended by Defendant, or each or any of them, in bad faith or on a frivolous 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. Notwithstanding the provisions of this paragraph, all representations by Plaintiffs, Defendant, and their counsel set forth in the Parties' Term Sheet shall remain binding.

**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 Illinois.

**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 undersigned counsel: Yitzchak Kopel, Bursor & Fisher, P.A., 1330 Avenue of the Americas, 32nd Floor, New York, NY 10019; Marc Zwillinger, ZwillGen PLLC, 1900 M Street NW, Suite 250, Washington, D.C. 20036.

**10.18** Plaintiffs and/or Class Counsel shall not, at any time, issue press releases or make other public statements regarding the Settlement or the Action (apart from filings with the Court as necessary to obtain Preliminary or Final Approval of the Settlement) unless Defendant agrees to such press releases or public statements in advance; provided that Class Counsel may post Court orders regarding the Action and brief summaries of those orders on their website(s) without permission from Defendant, so long as any reference in such order(s) to materials subject to any confidentiality obligations are properly redacted. This provision shall not prohibit Class Counsel from communicating with any person in the Settlement Class regarding the Settlement (subject to compliance with any and all applicable confidentiality obligations).

**IT IS SO AGREED TO BY THE PARTIES:**

Dated: June 27, 2023


**SONYA JACKSON**

By: *Sonya Jackson*  
By: Sonya Jackson (Jun 27, 2023 09:35 CDT)

Sonya Jackson, individually and as representative of the Class

Dated: June 27, 2023


**JASON GOLDSTEIN**

By:   
By: Jason Goldstein (Jun 27, 2023 10:36 EDT)

Jason Goldstein, individually and as representative of the Class

Dated: June 29, 2023

**TAMMY HUTTEMEYER**

By:   
By: Tammy Huttemeyer (Jun 29, 2023 18:03 EDT)

Tammy Huttemeyer, individually and as representative of the Class

Dated: \_\_\_\_\_

**FANDANGO MEDIA, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

Dated: June 29, 2023

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

By: *Yitzchak Kopel*

Yitzchak Kopel  
ykopel@bursor.com

Max S. Roberts  
mroberts@bursor.com

BURSOR & FISHER, P.A.  
1330 Avenue of the Americas, 32nd Floor  
New York, NY 10019  
Tel: 646.837.7150  
Fax: 212.989.9163

Christopher R. Reilly  
creilly@bursor.com  
BURSOR & FISHER, P.A.

Dated: \_\_\_\_\_

**SONYA JACKSON**

By: \_\_\_\_\_

Sonya Jackson, individually and as representative of the Class

Dated: \_\_\_\_\_

**JASON GOLDSTEIN**

By: \_\_\_\_\_

Jason Goldstein, individually and as representative of the Class

Dated: \_\_\_\_\_

**TAMMY HUTTEMEYER**

By: \_\_\_\_\_

Tammy Huttemeyer, individually and as representative of the Class

6/27/2023

Dated: \_\_\_\_\_

**FANDANGO MEDIA, LLC**

DocuSigned by:  
By: Kerry Samovar  
31D2B55A94F84BC...

Name: Kerry Samovar

Title: Senior Vice President, Fandango

**APPROVED AS TO FORM:**

Dated: \_\_\_\_\_

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

By: \_\_\_\_\_

Yitzchak Kopel  
ykopel@bursor.com  
Max S. Roberts  
mroberts@bursor.com  
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1330 Avenue of the Americas, 32nd Floor  
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BURSOR & FISHER, P.A.

701 Brickell Avenue, Suite 1420  
Miami, FL 33131  
Tel: 305.330.5512  
Fax: 305.679.9006

*Class Counsel*

Dated: 6/29/2023

**ZWILLGEN PLLC**

DocuSigned by:  
By:   
E94581CF446G4AB...  
Marc J. Zwilling  
marc@zwillgen.com  
Jeff Landis  
jeff@zwillgen.com  
Adya Baker  
adya@zwillgen.com  
ZWILLGEN, PLLC  
1900 M St. SW  
Suite 250  
Washington, DC 20036  
Tel: 202.296.3585  
Fax: 202.706-5298

*Attorneys for Defendant*



**EXHIBIT A**

# Jackson v. Fandango Media, LLC

In the Circuit Court of DuPage County, Eighteenth Judicial Circuit

Case No. 2023LA000631

## Settlement Claim Form

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

Please read the full notice of this settlement (available at [\[hyperlink\]](#)) carefully before filling out this Claim Form.

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

**ONLINE:** Submit this Claim Form.

**MAIL:** [\[ADDRESS\]](#)

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### PART ONE: CLAIMANT INFORMATION

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

FIRST NAME

LAST NAME

STREET ADDRESS

CITY

STATE

ZIP CODE

E-MAIL ADDRESS

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### PART TWO: COMPENSATION AND PROOF OF MEMBERSHIP

To qualify for either a Cash Payment or Movie Ticket Voucher under the Settlement, you **must** provide proof of your Facebook account, by completing the “Proof of Facebook Account” portion of this Claim Form.

**PROOF OF FACEBOOK ACCOUNT:** You may submit proof of your Facebook account by providing your Facebook Profile URL or by uploading a screenshot of your Facebook Profile [\[here\]](#).

To provide your Facebook Profile URL:

1. Open Facebook in a web browser and log in.
2. Navigate to your Facebook Profile.
3. Once on your Facebook Profile, look at the URL in your browser’s address bar.
4. Write your Facebook Profile URL here: <https://facebook.com/>

QUESTIONS? VISIT [\[hyperlink\]](#) OR CALL [\[NUMBER\]](#) TOLL-FREE

To upload a screenshot of your Facebook Profile:

1. Open Facebook in a web browser and log in.
2. Navigate to your Facebook Profile.
3. Take a screenshot of your Facebook Profile.
4. Upload the screenshot **[here]**.

**POTENTIAL CASH PAYMENT OR MOVIE TICKET VOUCHER:** You may be entitled to receive a Cash Payment of \$5 or a Movie Ticket Voucher of \$15 for use on Fandango's website. You may select either the Cash Payment or Movie Ticket Voucher, *not both*. You are only entitled to a cash payment or Movie Ticket Voucher if you *submit proof of Facebook account*, such as your Facebook Profile URL or a screenshot of your Facebook Profile.

Cash Payment

Movie Ticket Voucher

The Movie Ticket Vouchers will be e-mailed to the e-mail address listed on your claim form. You may redeem your Movie Ticket Voucher beginning on **January 15, 2024**, and the Movie Ticket Voucher will expire on **October 15, 2024**.

The Cash Payment will be sent to the address above in the form of a check.

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

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I declare under penalty of perjury under the laws of the United States of America that I viewed a video on the Fandango website while using the same browser I used to access my Facebook account between April 1, 2020 through **June 1, 2022** and that all of the information on this Claim Form is true and correct to the best of my knowledge. I also declare under penalty of perjury that the Facebook account identified in this form belongs to me and no one else. I understand that my Claim Form may be subject to audit, verification, and Court review.

**SIGNATURE**

**DATE**

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

**EXHIBIT B**

From: XXXX@domain.com  
To: JonQClassMember@domain.com  
Re: Legal Notice of Class Action Settlement

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**  
*Jackson v. Fandango Media, LLC*, Case No. 2023LA000631  
**(Circuit Court of DuPage County, Eighteenth Judicial Circuit)**

**Our Records Indicate You Have a Fandango User Account and May Be Entitled to a Payment From a Class Action Settlement.**

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

This notice is to inform you that a settlement has been reached in a class action lawsuit claiming that Defendant, Fandango Media, LLC, disclosed its subscribers' personally identifiable information ("PII") to Facebook via the Facebook Tracking Pixel without consent in violation of the Video Privacy Protection Act (the "VPPA"). The VPPA defines PII to include information which identifies a person as having requested or obtained specific video materials or services from a video tape service provider. Defendant denies that it violated any law but has agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.

**Am I A Class Member?** Our records indicate you may be a Class Member. Class Members are all persons in the United States with a Fandango user account who (1) watched any video content on the Fandango website between April 1, 2020 to June 1, 2022; and (2) who were members of Facebook at the time they watched a video on the Fandango website.

**What Can I Get?** If approved by the Court, Defendant will establish a Settlement Benefit Cap of \$6,000,000.00 to pay all valid claims submitted by the Settlement Class, together with notice and administration expenses, attorneys' fees and costs, and incentive awards. Under the terms of the Settlement, you may elect to receive either a \$5 Cash Payment or a \$15 Movie Ticket Voucher for use on Fandango's website. The Settlement also requires Defendant to suspend operation of the Facebook Tracking Pixel on any pages on its website that both include video content and have a URL that substantially identifies the video content viewed, 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, or any an state appellate court of general jurisdiction), or until Defendant obtains VPPA-compliant consent for the disclosure of the video content viewed to Facebook.

**How Do I Get A Payment?** You must submit a timely and complete Claim Form **no later than [claims deadline]**. You can file a claim by clicking **[here]**. If you select the option for a Movie Ticket Voucher, your voucher will be e-mailed to the e-mail address on your claim form. If you select the option for a Cash Payment, your payment will come by check.

**What Are My Other Options?** You may exclude yourself from the Class by sending a letter to the settlement administrator no later than **[objection/exclusion deadline]**. If you exclude yourself, you cannot get a settlement payment, but you keep any rights you may have to sue the Defendant

over the legal issues in the lawsuit. You and/or your lawyer have the right to appear before the Court and/or object to the proposed settlement. Your written objection must be filed no later than **[objection/exclusion deadline]**. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at **[hyperlink]**. If you file a claim or do nothing, and the Court approves the Settlement, you will be bound by all of the Court's orders and judgments. In addition, your claims relating to the alleged disclosure of subscriber information by Defendant will be released.

**Who Represents Me?** The Court has appointed Bursor & Fisher, P.A. to represent the class. These attorneys are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

**When Will The Court Consider The Proposed Settlement?** The Court will hold the Final Approval Hearing at **[time]** m. on **[date]** in Courtroom 2008 at the Circuit Court of DuPage County, Illinois, Eighteen Judicial Circuit, 505 North County Farm Road, Wheaton, Illinois 60187, or virtually by Zoom. At that hearing, the Court will: hear any objections concerning the fairness of the settlement; determine the fairness of the settlement; decide whether to approve Class Counsel's request for attorneys' fees and costs; and decide whether to award the Class Representatives \$2,500.00 each from the Settlement Benefit Cap for his service in helping to bring and settle this case. Defendant has agreed to pay Class Counsel reasonable attorneys' fees in an amount to be determined by the Court. Class Counsel is entitled to seek no more than 31.67% of the Settlement Benefit Cap, but the Court may award less than this amount.

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

**EXHIBIT C**

COURT AUTHORIZED NOTICE OF CLASS  
ACTION AND PROPOSED SETTLEMENT

OUR RECORDS  
INDICATE YOU HAVE  
A FANDANGO USER  
ACCOUNT AND MAY  
BE ENTITLED TO A  
PAYMENT FROM A  
CLASS ACTION  
SETTLEMENT.

Fandango Privacy Settlement  
Settlement Administrator  
P.O. Box 0000  
City, ST 00000-0000



Postal Service: Please do not mark barcode

XXX—«ClaimID» «MailRec»

«First1» «Last1»

«C/O»

«Addr1» «Addr2»

«City», «St» «Zip» «Country»

By Order of the Court Dated: [date]



A settlement has been reached in a class action lawsuit claiming that Defendant, Fandango Media, LLC, disclosed its subscribers' personally identifiable information ("PII") to Facebook via the Facebook Tracking Pixel without consent in violation of the Video Privacy Protection Act (the "VPPA"). The VPPA defines PII to include information which identifies a person as having requested or obtained specific video materials or services from a video tape service provider. Defendant denies that it violated any law, but has agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.

**Am I A Class Member?** Our records indicate you may be a Class Member. Class Members are all persons in the United States with a Fandango user account who (1) watched any video content on the Fandango website between April 1, 2020 to and through June 1, 2022, and (2) who were members of Facebook at the time they watched a video on the Fandango website.

**What Can I Get?** If approved by the Court, Defendant will establish a Settlement Benefit Cap of \$6,000,000.00 to pay all valid claims submitted by the Settlement Class, together with notice and administration expenses, attorneys' fees and costs, and incentive awards. Under the terms of the Settlement, you may elect to receive either a \$5 Cash Payment or a \$15 Movie Ticket Voucher for use on Fandango's website. The Settlement also requires Defendant to suspend operation of the Facebook Tracking Pixel on any pages on its website that both include video content and have a URL that substantially identifies the video content viewed, 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, or any state appellate court of general jurisdiction), or until Defendant obtains VPPA-compliant consent for the disclosure of the video content viewed to Facebook.

**How Do I Get A Payment?** You must submit a timely and complete Claim Form **no later than [claims deadline]**. You may submit a Claim Form either electronically on the Settlement Website by visiting **[hyperlink]**, or by printing and mailing in a paper Claim Form, copies of which are available for download at the Settlement Website. If you select the option for Cash Payment, your payment will come by check. If you select the option for a Movie Ticket Voucher, your Voucher will be e-mailed to the e-mail address on your claim form.

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

**Who Represents Me?** The Court has appointed lawyers Yitzchak Kopel, Max S. Roberts, and Christopher R. Reilly of Bursor & Fisher, P.A. to represent the class. These attorneys are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

**When Will The Court Consider The Proposed Settlement?** The Court will hold the Final Approval Hearing at **[time]** m. on **[date]** in Courtroom 2008 at the Circuit Court of DuPage County, Illinois, Eighteenth Judicial Circuit, 505 North County Farm Road, Wheaton, Illinois 60187. At that hearing, the Court will: hear any objections concerning the fairness of the settlement; determine the fairness of the settlement; decide whether to approve Class Counsel's request for attorneys' fees and costs; and decide whether to award the Class Representatives \$2,500 each from the Settlement Benefit Cap for their service in helping to bring and settle this case. Defendant has agreed to pay Class Counsel reasonable attorneys' fees in an amount to be determined by the Court. Class Counsel is entitled to seek no more than 31.67% of the Settlement Benefit Cap, but the Court may award less than this amount.

**How Do I Get More Information?** For more information, including the full Notice, Claim Form and Settlement Agreement go to **[hyperlink]**, contact the settlement administrator at 1-**[phone]** or Fandango Privacy Settlement Administrator, **[address]**, or call Class Counsel at 1-646-837-7150.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fandango Privacy Settlement Administrator  
c/o [Settlement Administrator]  
PO Box 0000  
City, ST 00000-0000

**XXX**





[www.bursor.com](http://www.bursor.com)

701 BRICKELL AVENUE  
MIAMI, FL 33131

1330 AVENUE OF THE AMERICAS  
NEW YORK, NY 10019

1990 NORTH CALIFORNIA BLVD.  
WALNUT CREEK, CA 94596

## **FIRM RESUME**

With offices in Florida, New York, and California, BURSOR & FISHER lawyers have represented both plaintiffs and defendants in state and federal courts throughout the country.

The lawyers at our firm have an active civil trial practice, having won multi-million-dollar verdicts or recoveries in six of six class action jury trials since 2008. Our most recent class action trial victory came in May 2019 in *Perez v. Rash Curtis & Associates*, in which Mr. Bursor served as lead trial counsel and won a \$267 million jury verdict against a debt collector found to have violated the Telephone Consumer Protection Act. During the pendency of the defendant's appeal, the case settled for \$75.6 million, the largest settlement in the history of the Telephone Consumer Protection Act.

In August 2013 in *Ayyad v. Sprint Spectrum L.P.*, in which Mr. Bursor served as lead trial counsel, we won a jury verdict defeating Sprint's \$1.06 billion counterclaim and securing the class's recovery of more than \$275 million in cash and debt relief.

In *Thomas v. Global Vision Products, Inc. (II)*, we obtained a \$50 million jury verdict in favor of a certified class of 150,000 purchasers of the Avacor Hair Regrowth System. The legal trade publication VerdictSearch reported that this was the second largest jury verdict in California in 2009, and the largest in any class action.

The lawyers at our firm have an active class action practice and have won numerous appointments as class counsel to represent millions of class members, including customers of Honda, Verizon Wireless, AT&T Wireless, Sprint, Haier America, and Michaels Stores as well as purchasers of Avacor™, Hydroxycut, and Sensa™ products. Bursor & Fisher lawyers have been court-appointed Class Counsel or Interim Class Counsel in:

1. *O'Brien v. LG Electronics USA, Inc.* (D.N.J. Dec. 16, 2010) to represent a certified nationwide class of purchasers of LG French-door refrigerators,
2. *Ramundo v. Michaels Stores, Inc.* (N.D. Ill. June 8, 2011) to represent a certified nationwide class of consumers who made in-store purchases at Michaels Stores using a debit or credit card and had their private financial information stolen as a result,
3. *In re Haier Freezer Consumer Litig.* (N.D. Cal. Aug. 17, 2011) to represent a certified class of purchasers of mislabeled freezers from Haier America Trading, LLC,
4. *Rodriguez v. CitiMortgage, Inc.* (S.D.N.Y. Nov. 14, 2011) to represent a certified nationwide class of military personnel against CitiMortgage for illegal foreclosures,

5. *Rossi v. The Procter & Gamble Co.* (D.N.J. Jan. 31, 2012) to represent a certified nationwide class of purchasers of Crest Sensitivity Treatment & Protection toothpaste,
6. *Dzielak v. Whirlpool Corp. et al.* (D.N.J. Feb. 21, 2012) to represent a proposed nationwide class of purchasers of mislabeled Maytag Centennial washing machines from Whirlpool Corp., Sears, and other retailers,
7. *In re Sensa Weight Loss Litig.* (N.D. Cal. Mar. 2, 2012) to represent a certified nationwide class of purchasers of Sensa weight loss products,
8. *In re Sinus Buster Products Consumer Litig.* (E.D.N.Y. Dec. 17, 2012) to represent a certified nationwide class of purchasers,
9. *Ebin v. Kangadis Food Inc.* (S.D.N.Y. Feb. 25, 2014) to represent a certified nationwide class of purchasers of Capatriti 100% Pure Olive Oil,
10. *Forcellati v. Hyland's, Inc.* (C.D. Cal. Apr. 9, 2014) to represent a certified nationwide class of purchasers of children's homeopathic cold and flu remedies,
11. *Ebin v. Kangadis Family Management LLC, et al.* (S.D.N.Y. Sept. 18, 2014) to represent a certified nationwide class of purchasers of Capatriti 100% Pure Olive Oil,
12. *In re Scotts EZ Seed Litig.* (S.D.N.Y. Jan. 26, 2015) to represent a certified class of purchasers of Scotts Turf Builder EZ Seed,
13. *Dei Rossi v. Whirlpool Corp., et al.* (E.D. Cal. Apr. 28, 2015) to represent a certified class of purchasers of mislabeled KitchenAid refrigerators from Whirlpool Corp., Best Buy, and other retailers,
14. *Hendricks v. StarKist Co.* (N.D. Cal. July 23, 2015) to represent a certified nationwide class of purchasers of StarKist tuna products,
15. *In re NVIDIA GTX 970 Graphics Card Litig.* (N.D. Cal. May 8, 2015) to represent a proposed nationwide class of purchasers of NVIDIA GTX 970 graphics cards,
16. *Melgar v. Zicam LLC, et al.* (E.D. Cal. March 30, 2016) to represent a certified ten-jurisdiction class of purchasers of Zicam Pre-Cold products,
17. *In re Trader Joe's Tuna Litigation* (C.D. Cal. December 21, 2016) to represent purchaser of allegedly underfilled Trader Joe's canned tuna.
18. *In re Welspun Litigation* (S.D.N.Y. January 26, 2017) to represent a proposed nationwide class of purchasers of Welspun Egyptian cotton bedding products,
19. *Retta v. Millennium Products, Inc.* (C.D. Cal. January 31, 2017) to represent a certified nationwide class of Millennium kombucha beverages,
20. *Moeller v. American Media, Inc.,* (E.D. Mich. June 8, 2017) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
21. *Hart v. BHH, LLC* (S.D.N.Y. July 7, 2017) to represent a nationwide class of purchasers of Bell & Howell ultrasonic pest repellers,
22. *McMillion v. Rash Curtis & Associates* (N.D. Cal. September 6, 2017) to represent a certified nationwide class of individuals who received calls from Rash Curtis & Associates,