

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO. 2024-003537-CA-01

**JABARI SELLERS and
SIMEON EVANS**, *themselves, and on
behalf of all others similarly situated,*

Plaintiffs,

v.

BLEACHER REPORT, INC.,

Defendant.

CLASS ACTION

JURY TRIAL DEMANDED

**AGREED MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND SUPPORTING MEMORANDUM**

Plaintiffs Jabari Sellers and Simeon Evans (“Plaintiffs”), on behalf of themselves and all others similarly situated, respectfully request the Court grant Final Approval¹ of the proposed class action settlement between Plaintiffs and Defendant, Bleacher Report, Inc. (“Bleacher Report” or “Defendant”). Defendant does not oppose the relief sought herein.

I. CONCISE STATEMENT OF THE PRECISE RELIEF REQUESTED

Plaintiffs move the Court to finally approve the Agreement and certify a settlement class. Plaintiffs respectfully request the Court grant approval of the proposed settlement, and enter an order of Final Approval including, in substantially the same form, as the content of the proposed Final Approval Order attached to this Motion as **Exhibit A**.

The proposed Order approves the form of notice given to the Class and finds that it constituted the best notice practicable and comported with due process requirements, awards

¹ Unless otherwise noted, all capitalized terms herein shall have the same meaning as those defined in the Settlement Agreement.

attorneys' fees, an incentive award, enters judgment and dismisses the Action with prejudice and without costs except as set forth in the Agreement, bars and enjoins the Class Representatives, the Settlement Class, and each Settlement Class Member (collectively, the "Releasing Parties") from asserting Released Claims, releases the Released Parties from Released Claims, and reserves jurisdiction over the Parties to administer, supervise, construe, and enforce the Agreement in accordance with its terms.

II. STATEMENT OF THE BASIS FOR THE REQUEST

The Settlement's strength speaks for itself: It establishes a \$4,800,000 all-cash, non-reversionary Settlement Fund, from which each Settlement Class Member who submits an Approved Claim will be entitled to a *pro rata* cash payment. Equally important, Defendant has agreed to meaningful prospective relief as it will not knowingly resume operation of the Meta Pixel on any pages on Defendant's Website accessible in the United States that both include video content and have a URL that substantially identifies the video content requested or obtained from that page, without VPPA-compliant consent for the disclosure of the video content viewed to Facebook unless and until the VPPA is amended, repealed, or otherwise invalidated (including by judicial decision).

Over the past several months, the Parties implemented the Notice plan and provided the Notice as approved and ordered by the Court. *See, e.g.*, Declaration of Settlement Administrator ("Admin. Decl."), attached as **Exhibit B**. The settlement administrator has implemented the Court-approved notice plan and direct notice has reached 97.4% of the identified potential Settlement Class. *Id.* ¶ 14. The reaction from the Settlement Class has been overwhelmingly positive: Of the 2,694,721 identified potential Settlement Class Members, only nine (9) have requested to be excluded. *Id.* ¶ 20. Most importantly, **zero (0)** have objected. *Id.*; *see also* Joint Declaration of

Class Counsel (“Joint Decl.”), attached hereto as **Exhibit C**, ¶ 13. “[A] low percentage of objections points to the reasonableness of a proposed settlement and supports its approval.” *Lipuma v. Am. Express Co.*, 406 F. Supp. 2d 1298, 1324 (S.D. Fla. 2005).

After implementing a premium notice program providing direct notice to virtually every Settlement Class member, each member of the Settlement Class who submits a timely and valid claim is estimated to receive a \$43 cash payment. This is an excellent result because each Settlement Class member will be receiving a higher individual payment than members of other recent VPPA class action settlements. Further, Defendant has agreed to meaningful prospective relief, including practice changes that will protect Settlement Class members’ privacy rights. The significant benefits achieved through Class Counsel’s zealous advocacy, skill, and experience, strongly supports the requested attorneys’ fees and costs, and service awards to the Class Representatives.

In sum, the Settlement provides fair, reasonable, and adequate relief to the Settlement Class considering the relief it provides to the Plaintiffs and the Class and the risks of continued litigation, and its terms and notice procedures readily satisfy due process and the procedural requirements of Florida Rule of Civil Procedure 1.220. For these reasons, and as explained further below, the Settlement is fair, reasonable, and adequate, and warrants this Court’s final approval.

III. FACTUAL AND PROCEDURAL BACKGROUND

a. The Litigation

This putative class action was originally filed on January 25, 2023, in the United States District Court for the Northern District of California against Defendant Bleacher Report, Inc. alleging violations of the Video Privacy Protection Act, 18 U.S.C. § 2710 *et seq.* (the “VPPA”) *Sellers v. Bleacher Report, Inc.*, No. 3:23-cv-00368, ECF No. 1 (N.D. Cal. Jan. 25, 2023). The

material allegations of the complaint concern Defendant's alleged disclosure of its subscribers' personally identifiable information, as defined under the VPPA, to Meta Platforms, Inc. ("Meta"), formerly known as Facebook, without permission via the Meta Pixel, a business advertising and analytical tool offered by Meta, in violation of the VPPA. Joint Decl. ¶ 16.

On April 6, 2023, Defendant filed a motion to dismiss and/or strike under Rule 12(b)(6), arguing, *inter alia*, that Plaintiff failed to state a claim upon which relief could be granted and that the class allegations should be struck pursuant to a class action waiver in Defendant's terms of use. *Sellers*, at ECF No. 22. Plaintiff filed his opposition brief on May 17, 2023, (*id.* at ECF No. 44), and Defendant filed its reply brief on June 22, 2023 (*id.* at ECF No. 53). Joint Decl. ¶ 17.

On that same day, Defendant concurrently moved to stay discovery while the motion to dismiss was pending. *Sellers*, at ECF No. 25. Plaintiff filed his opposition brief on May 17, 2023 (*id.* at ECF No. 45), and Defendant filed its reply brief on June 22, 2023 (*id.* at ECF No. 56). Joint Decl. ¶ 18.

On July 24, 2023, the court heard oral argument on Defendant's motion to dismiss and/or strike and motion to stay discovery. *Sellers*, at ECF No. 61. On July 28, 2023, the court denied Defendant's motion to dismiss and/or strike and motion to stay discovery. *Id.* at ECF No. 62. Joint Decl. ¶ 19.

Following denial of the motions, Defendant answered Plaintiff's complaint on August 29, 2023, by denying the allegations generally and raising fifteen (15) affirmative defenses. *Sellers*, at ECF No. 70; Joint Decl. ¶ 20.

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. Joint Decl. ¶ 21. The Parties

later began discussions to determine whether the action could be settled. The Parties stipulated to stay the case and extend deadlines pending mediation and the Court granted that stipulation on October 18, 2023. *Id.*

Those settlement discussions culminated in a daylong mediation conducted before the Honorable Judge Freda L. Wolfson (Ret.), a former United States District Court Judge for the District of New Jersey and a neutral at Lowenstein Sandler on January 17, 2024. Joint Decl. ¶ 22. As part of the mediation, and to competently assess their relative negotiating positions, the Parties exchanged information on the merits of this case, including on issues such as the size and scope of the putative class, and certain facts related to the strength of Defendant's potential defenses. *Id.* 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. *Id.* At the end of the mediation, the Parties reached an agreement in principle on all material terms of a class action settlement, contingent on drafting and court approval of a full suite of settlement documents. *Id.*

While the parties were negotiating and finalizing the terms of the settlement, Plaintiff Sellers voluntarily dismissed the federal action against Defendant without prejudice on February 27, 2024. Later that day, Plaintiffs filed this action in this Court. Joint Decl. ¶ 23. Thereafter, on April 29, 2024, the Parties reached agreement on all material terms of a class action settlement and executed the Agreement. *Id.* Soon after, Plaintiffs moved for preliminary approval of the Settlement, which the Court granted on May 21, 2024. *Id.*

III. TERMS OF THE SETTLEMENT

The key terms of the Settlement Agreement, attached to Plaintiffs' Motion for Preliminary Approval, are briefly summarized below:

a. Class Definition

The Settlement Class is comprised of:

All Persons in the United States who from January 25, 2021 and through [May 21, 2024] (the "Class Period") were Bleacher Report account holders.

Agreement ¶ 1.31.

b. Monetary and Prospective Relief

The Settlement requires Bleacher Report to make available a Settlement Fund pursuant to the terms of the Settlement Agreement that will: (1) make available \$4,800,000.00 in cash for the purpose of payment to all Settlement Class Members a *pro rata* portion of the non-reversionary Settlement Fund who submit an Approved Claim; (2) pay the costs of the Class Notice and Administration, to be paid from the Fund; (3) pay attorneys' fees and costs of approximately one-third of the Settlement Fund, to be paid from the Fund; and (4) make payment of the incentive awards of \$5,000.00 to each of the two Plaintiffs, to be paid from the Fund. *Id.* ¶¶ 1.33, 8.3. Defendant is not required to make available any amounts other than the Settlement Fund. *Id.*

In addition to this payment, Class Counsel has secured agreement from Bleacher Report that, although it continues to deny the allegations and does not admit liability, it will not knowingly resume operation of the Meta Pixel on any pages on Defendant's Website accessible in the United States that both include video content and have a URL that substantially identifies the video content requested or obtained from that page, without VPPA-compliant consent for the disclosure of the video content viewed to Facebook unless and until the VPPA is amended, repealed, or otherwise invalidated (including by judicial decision). *Id.* ¶ 2.2.

c. Release

In exchange for the relief described above, Plaintiffs and the Settlement Class shall release all claims that have or could have been asserted against the Released Parties relating to the facts, transactions, or events alleged in the Complaint. *See* Agreement ¶¶ 1.25 (Released Claims), 1.26 (Released Parties), 3.1–3.3 (Release). Specifically, the release covers any claims “regarding any alleged disclosure of the Settlement Class Members’ personally identifiable information and/or video viewing behavior to any third party by any means, including all claims that were brought or could have been brought in the Action relating to the disclosure of such information belonging to any and all Releasing Parties.” *See id.* ¶¶ 1.25–1.27, 3.1–3.2.

d. Notice and Administration Expenses

The cost of sending the Notice set forth in the Agreement and as ordered by the Court, as well as all costs of administration of the settlement will be paid from the Settlement Fund. Agreement ¶¶ 1.28, 1.33, 2.1. As of July 24, 2024, the Settlement Administrator has billed \$629,666.00 for services and fees incurred in the administration of this matter. Admin. Decl. ¶ 21. To complete the administration of this Settlement, the Administrator estimates that it will bill an additional \$231,884.16. *Id.*

e. Attorneys’ Fees, Costs, and Expenses, and Incentive Awards

In recognition of their efforts on behalf of the Settlement Class, and in accordance with the Settlement, Class Counsel request an award of attorneys’ fees, costs, and expenses of \$1,600,000.00—*i.e.*, one third of the \$4.8 million Settlement Fund—to compensate Class Counsel for the work already performed in this case, all work remaining to be performed in connection with this Settlement, the risks undertaken in prosecuting this case, and their out-of-pocket litigation expenses. Agreement ¶ 8.1. Also, Plaintiffs seek \$5,000.00 each (\$10,000 total), to be paid from

the Fund, in recognition of their time and effort serving as Class Representatives. *Id.* ¶ 8.3. Importantly, the Parties completed negotiations and reached agreement on all class-wide relief and substantive terms before turning to negotiating attorneys’ fees, expenses, and the incentive award in arm’s-length negotiations mediated by Judge Wolfson (Ret.).² Joint Decl. ¶ 3. The enforceability of the Settlement is not conditioned upon the Court’s approval of any attorneys’ fees, costs, and expenses or service awards. *Id.* ¶ 4; Agreement ¶ 8.1. At the time of this motion, Class Counsel has accumulated a combined lodestar of \$667,755 (rendering the requested fee award a multiplier of approximately 2.4) and their combined reasonable litigation expenses are \$20,455.08. Joint Decl. ¶¶ 27–28.

III. NOTICE PROGRAM

Pursuant to the Court’s preliminary approval order and as described below, the Settlement Administrator appointed by the Court, Kroll Settlement Administration LLC (“Kroll”), has implemented a robust notice program, providing direct notice to Settlement Class Members through first-class mail and email; Defendant provided direct notice to Settlement Class Members who were not sent the mailed or emailed notice (the “Notice Program”). Admin. Decl. ¶¶ 3–11. The ongoing notice campaign has already demonstrated an extraordinarily high level of success in reaching Settlement Class Members, reaching approximately 97.4% of the nearly 2.7 million people in the Settlement Class. *Id.* ¶ 14.

Settlement Class List. Defendant provided Kroll with data files containing 2,699,499 Settlement Class Member records (2,694,721 records once de-duplicated by Kroll) with Bleacher

² See *Poertner v. Gillette Co.*, 618 F. App’x 624, 630 (11th Cir. 2015) (stating that “self-dealing contention” was “belied” by involvement of experienced mediator); *Wilson v. EverBank*, No. 14-CIV-22264-BLOOM/VALLE, 2016 WL 457011, at *6 (S.D. Fla. Feb. 3, 2016) (concluding that settlement negotiations overseen by a “nationally renowned” mediator weighed in favor of final settlement approval).

Report usernames, and available email addresses and phone numbers for all Settlement Class Members. *Id.* ¶ 6. Kroll engaged in various processes to reconcile and clean the data set and compile the eventual Settlement Class List (2,694,721 records once de-duplicated by Kroll) for email and mail notice. *Id.*

Direct Email Notice. Kroll sent email notice to 1,064,952 email addresses on file for Settlement Class Members. *Id.* ¶ 9. Emails sent to 46,916 of these email addresses bounced-back as undeliverable; Kroll made a second attempt to deliver the Email Notice to 43,385 email addresses. *Id.* ¶ 10. For the remaining 3,531 records that were bounced-back, a mailing address was provided, so Kroll sent mailed notice. *Id.*

Direct Mail Notice. Kroll sent 1,124,132 Notices to be mailed via first-class mail plus the 3,531 records identified above for a total of 1,127,663 mailed notices. *Id.* ¶¶ 8, 10. As of July 24, 2024, 5,861 Notices were returned by the USPS with a forwarding address. Of those, 5,860 Notices were automatically re-mailed to the updated addresses provided by the USPS. *Id.* ¶ 12. For 108,932 Notices that were returned by the USPS as undeliverable as addressed, without a forwarding address, Kroll ran the records through an advanced address search to find viable, alternative addresses and identified 79,584 updated addresses. *Id.* ¶ 13. Kroll has re-mailed notices to 77,230 updated addresses and will mail the remaining 2,456 in the following week. *Id.* n3. As of July 24, 2024, Of the 77,230 re-mailed Notices, ninety-eight (98) have been returned as undeliverable a second time. *Id.*

Defendant Direct Message Notice. To provide direct notice to all Settlement Class Members, Defendant sent a push notification via its mobile application (“Defendant DMs”) to 505,592 accountholders that it did not have record of a mailing address or a valid email address.

Id. ¶¶ 6, 11; *see* Agreement ¶ 4.1(b). This comprised only a small subset of the Settlement Class, approximately 18.8%. *Id.* ¶ 14.

Settlement Website. Kroll established a Settlement Website (www.BleacherReportVPPASettlement.com), which contains general information about the Settlement, including answers to frequently asked questions, important dates and deadlines pertinent to this matter, and copies of important documents. *Id.* ¶ 7. The Settlement Website has a “Contact” page where Settlement Class Members may submit questions regarding the Settlement. *Id.* The Settlement Website also includes a claim filing portal whereby Settlement Class Members can complete and submit their claim form. *Id.* As of July 24, 2024, the Settlement Website had received 344,000 website visits by 340,000 unique users totaling 793,000 pageviews. *Id.*

Toll-Free Hotline. Separately, Kroll established a toll-free hotline dedicated to the Settlement of this action: (833) 522-5155. The hotline—accessible 24 hours a day, 7 days a week—utilizes an Interactive Voice Response (“IVR”) system to provide Settlement Class Members with additional information about the settlement, filing a claim, and important dates and deadlines. *Id.* ¶ 4. As of July 24, 2024, the toll-free number has received approximately 2,313 calls. *Id.*

Reminder Email Notice. Pursuant to the Agreement and the Court-approved Notice Plan, one week before the Claims Deadline, Kroll will send a reminder notice via email, along with an electronic link to the Claim Form, to all Settlement Class Members for whom a valid email address is available in the Settlement Class List and have not submitted a Claim Form. *Id.* ¶ 18.

IV. MEMORANDUM OF LEGAL AUTHORITY

a. **The Court Should Grant Final Approval of the Settlement**

To conclude the Settlement, the Florida Rules of Civil Procedure require that there be notice to the Settlement Class, a fairness hearing, and this Court’s final approval. Settlement “has

special importance in class actions with their notable uncertainty, difficulties of proof, and length. Settlements of complex cases contribute greatly to the efficient utilization of scarce judicial resources, and achieve the speedy resolution of justice[.]” *Turner v. Gen. Elec. Co.*, No. 2:05-CV186-FTM-99DNF, 2006 WL 2620275, at *2 (M.D. Fla. Sept. 13, 2006) (citations omitted). For these reasons, “[p]ublic policy strongly favors the pretrial settlement of class action lawsuits.” *In re U.S. Oil & Gas Litig.*, 967 F.2d 489, 493 (11th Cir. 1992).³

Generally, where there is no objection to certification and no change in circumstances from the Order preliminarily certifying a class for settlement purposes, courts certify a class for purposes of final approval of the settlement as a matter of course. *See, e.g., Burrow v. Forjas Taurus S.A.*, No. 16-21606-CIV, 2019 WL 4247284, at *6 (S.D. Fla. Sept. 6, 2019) (“Because the Parties complied with the agreed-to notice provisions as preliminarily approved by this Court, and given that there are no developments or changes in the facts to alter the Court’s previous conclusion, the Court finds that the notice provided in this case satisfied the requirements of due process and of Rule 23(c)(2)(B).”). Here, there were no objections to certification of the Settlement Class for settlement purposes to date. Moreover, there has been no change in factual circumstances since preliminary approval.

For purposes of certifying the Settlement Class pursuant to the Settlement, all the requirements of Rule 1.220(a) are met: there are millions of Settlement Class members (numerosity)⁴; all share the same claim – that Defendant caused the disclosure of its subscribers’

³ Given that Rule 1.220 is based on and closely parallels Federal Rule 23, Florida courts look to federal case law for guidance in class actions. *See Leibell v. Miami-Dade Cnty.*, 84 So. 3d 1078, 1083 n.5 (Fla. 3d DCA 2012).

⁴ *See Vega v. T-Mobile USA, Inc.*, 564 F.3d 1256, 1267 (11th Cir. 2009) (class larger than forty members is sufficiently numerous); *see also Andreas-Moses v. Hartford Fire Ins. Co.*, 326 F.R.D. 309, 314 (M.D. Fla. 2018).

personally identifiable information to Facebook without permission in violation of the VPPA (commonality)⁵; Plaintiffs' claims arise from the same event and are based on the same legal theory as the rest of the Settlement Class members' claims and Plaintiffs are not subject to any unique affirmative defenses (typicality)⁶; and Plaintiffs and Class Counsel have zealously litigated the claim, secured substantial relief, and have no interests antagonistic to the Settlement Class (adequacy)⁷. As to Rule 1.220(b)(3), pursuant to the terms of the Settlement, there are no individual issues precluding class treatment (predominance), and class treatment is the best method of adjudication, as seen in the fact that every Settlement Class member shall receive relief without the need for numerous (and duplicative) individual cases (superiority). *See Sosa v. Safeway Premium Fin. Co.*, 73 So. 3d 91, 106–07 (Fla. 2011) (outlining requirements for class certification). Thus, certification of the Settlement Class is warranted.

b. The Notice Provided to Class Members Was the Best Practicable Notice and Comported with Due Process Requirements

The notice requirements of Rule 1.220(c) are designed to provide sufficient due process to class members by sufficiently informing them of the pendency of the Action and providing an opportunity to be heard or opt out and must be the “best notice that is practicable under the circumstances.” *Nelson v. Wakulla Cnty.*, 985 So. 2d 564, 576 (Fla. 1st DCA 2008). To satisfy such requirement, individual notice should be provided to class members who can be identified through reasonable effort. *See Cordell v. World Ins. Co.*, 355 So. 2d 479, 481 (Fla. 1st DCA 1978) (citing *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173–75 (1974)).

⁵ *See Williams v. Mohawk Indus., Inc.*, 568 F.3d 1350, 1355 (11th Cir. 2009) (commonality requires “at least one issue whose resolution will affect all or a significant number of the putative class members”).

⁶ *Williams*, 568 F.3d at 1357.

⁷ *See Andreas-Moses*, 326 F.R.D. at 315.

Here, the Parties agree to send direct, individual Notice by first-class mail, email, and direct push notifications via Defendant’s mobile application, to potential members of the Settlement Class. Individual, direct notice clearly comports with due process requirements. *See, e.g., Juris v. Inamed Corp.*, 685 F.3d 1294, 1320 (11th Cir. 2012). Additionally, the Parties established a Settlement Website within online claim filing capabilities. Admin. Decl. ¶ 7. The Settlement Website also contained a summary of the settlement, downloadable copies of settlement documents and filings, as well as important dates and deadlines. *Id.* Further, a toll-free telephone number was made available for Settlement Class Members to call and obtain information regarding the settlement through an IVR system made available 24/7. *Id.* ¶ 6. Through these efforts, approximately 97.4% of the Settlement Class members were reached—an extraordinary result. *Id.* ¶ 14.

Moreover, and as outlined in the Order Preliminarily Approving Class Action Settlement dated May 21, 2024 (the “Preliminary Approval Order”), the Notice provided included a clear explanation of the terms of the Settlement, the amount sought in attorneys’ fees and incentive awards, informed class members of their right to object or to seek exclusion and the method and deadline by which to do so and provided an opportunity to be heard. *See generally* Admin. Decl. (and Notice exhibits attached thereto); *see also Nolan v. Integrated Real Estate Processing, LP*, No. 3:08-CV-642-J-34HTS, 2009 WL 10670779, at *7–8 (M.D. Fla. Sept. 9, 2009) (setting forth what should be included in notice of settlement).

Thus, and for the same reasons as set forth in the Motion for Preliminary Approval and this Court’s Preliminary Approval Order, the Notice provided to the Settlement Class Members constitutes the best notice practicable and comports with due process requirements.

c. The Terms of the Settlement are Fair, Reasonable, and Adequate

Before granting final approval, the Court considers whether the settlement “‘is fair, adequate, and reasonable and is not the product of collusion between the parties.’” *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984) (citation omitted); *Nelson v. Wakulla Cnty.*, 985 So. 2d 564, 570 (Fla. 1st DCA 2008). Courts consider the following factors: (1) the likelihood of success at trial; (2) the range of possible recovery; (3) the point over or below the range of possible recovery at which a settlement is fair, adequate, and reasonable; (4) the complexity, expense and duration of the litigation; (5) the substance and amount of opposition to the settlement; and (6) the stage of the proceedings at which the settlement was achieved. *See Nelson*, 985 So. 2d at 570 (citation omitted); *see also Bennett*, 737 F.2d at 986. “In assessing these factors, ‘the Court ‘should be hesitant to substitute ... her own judgment for that of counsel.’” *LiPuma*, 406 F. Supp. at 1315 (quoting *In re Smith*, 926 F.2d 1027, 1028 (11th Cir. 1991)).

These factors support the conclusion that the Court should approve the Settlement as fair, adequate, and reasonable. *See Ramos v. Philip Morris Companies, Inc.*, 743 So. 2d 24, 32 (Fla. 3d DCA 1999) (approving settlement because benefits obtained must be analyzed in light of significant risk of litigation); *Wilson*, 2016 WL 457011, at *7 (finding significant that appellate court could rule unfavorably to settlement class members).

1. Plaintiffs Would Have Faced Significant Obstacles to Obtaining Relief (Factors 1 and 2)

This case presented substantial risk of non-recovery. While Plaintiffs believe they would likely prevail on their claims, they are also aware of the serious risks inherent in their claims. Notably, while numerous putative class actions have been brought under the VPPA, no plaintiff has prevailed on a contested class certification motion, and none have survived summary judgment. Joint Decl. ¶ 9. On the contrary, the only VPPA case to ever reach that stage has lost on

both motions. *See generally In re Hulu Privacy Litig.*, No. C 11–03764 LB, 2014 WL 2758598 (N.D. Cal. June 17, 2014) (denying class certification of VPPA claim); *In re Hulu Privacy Litig.*, 86 F. Supp. 3d 1090 (N.D. Cal. 2015) (granting summary judgment for defendant on VPPA claim); *In re Vizio, Inc., Consumer Privacy Litig.*, 2019 WL 12966638, at *7 (C.D. Cal. July 31, 2019) (“*In re Vizio IP*”) (noting the risks inherent in the VPPA claim). Even if Plaintiffs prevailed on their VPPA claim at trial, “Plaintiffs’ ultimate recovery would be largely dependent on discretionary statutory damages, which the Court could wholly or partially decline to award.” *Id.* In other words, Plaintiffs could win at every stage of this litigation and, after years of work, receive nothing because damages under the VPPA are discretionary. 18 U.S.C. § 2710(c)(2)(A) (“[t]he Court *may award*” damages) (emphasis added).

Further, since the Parties reached a settlement in principle in this matter, several courts dismissed VPPA putative class actions brought pursuant to the same “Facebook Pixel” theory at issue here based on grounds Defendant could raise here. *See, e.g., Pileggi v. Washington Newspaper Publ’g Co., LLC*, No. CV 23-345 (BAH), 2024 WL 324121, at *10 (D.D.C. Jan. 29, 2024); *Rancourt v. Meredith Corp.*, No. 22-cv-10696-ADB, 2024 WL 381344, at *17 (D. Mass. Feb. 1, 2024); *Gardner v. MeTV*, No. 22 CV 5963, 2024 WL 779728, (N.D. Ill. Feb. 15, 2024). The VPPA is a rapidly evolving area of law as applied to the instant facts. Joint Decl. ¶ 10. As it stands, the plaintiffs in *Pileggi*, *Rancourt*, and *Gardner* took a gamble on this unsettled area of the law, lost on the pleadings, and class members in these actions will now receive nothing. By contrast, Plaintiffs here chose to settle their claims considering this risk, and Settlement Class Members will now receive substantial relief.

2. The Settlement Provides Substantial Relief and Falls Squarely Within the Range of Reasonableness (Factor 3)

The Settlement provides substantial material benefits to the Settlement Class: a \$4.8

million non-reversionary fund from which each Settlement Class Member who submits a valid and approved Claim Form will receive a *pro rata* portion of the Settlement in *cash*. Moreover, Defendant has suspended the operation of the Meta Pixel that brought rise to this action. This compares favorably with other privacy settlements under the VPPA. *See, e.g., In re Vizio II*, 2019 WL 12966638, at *4 (VPPA settlement where each class member was estimated to receive “\$16.50 per claimed Smart TV”); *Florentino v. Flosports, Inc.*, Case No. 1:22-cv-11502, ECF No. 63 (D. Mass. Aug. 23, 2023) (VPPA settlement of \$2.625 million for 639,000 class members, equating to \$2.50 per class member after requested fees and costs); Joint Decl. ¶ 14.

Indeed, in several VPPA settlements approved by courts, and unlike here, class members did not receive any monetary compensation, as the proceeds of the settlement predominately went to *cy pres* or charity recipients rather than individual class members. *In re Netflix Privacy Litig.*, 2013 WL 1120801, at *1 (N.D. Cal. Mar. 18, 2013) (VPPA settlement where balance of settlement proceeds, after payment of attorneys’ fees and settlement administration expenses, went to *cy pres* rather than to class members); *Lane v. Facebook, Inc.*, 696 F.3d 811, 817 (9th Cir. 2012) (same); *see e.g., In re TikTok, Inc., Consumer Priv. Litig.*, 565 F. Supp. 3d 1076, 1089 (N.D. Ill. 2021); (observing that “[s]ettlements under the VPPA typically achieve *cy pres*-only relief worth a few dollars or less per class member.”).

Although Kroll is still processing claims through the August 23, 2024, claims deadline, initial data indicates that approximately 54,397 claim forms—representing 2% of the Settlement Class—have been submitted. Admin. Decl. ¶ 16. This is consistent with other recent VPPA settlements that were finally approved, which achieved typical claims rates between 1.7% and 3.3%, which themselves demonstrate a successful and reasonable notice program. *See Florentino v. Flosports, Inc.*, No. 1:22-cv-11502-AK, ECF No. 72 at 3 (D. Mass. Feb. 16, 2024); *Beltran v.*

Sony Pictures Entertainment, Inc. d/b/a Crunchyroll, No. 1:22-cv-04858, ECF No. 52-2 at 4 (N.D. Ill. Dec. 7, 2023).

This means that *pro rata* payments from the Settlement Fund—after deductions for Settlement Administration and requested attorneys’ fees, costs, and incentive awards—will amount to approximately \$43 to each claimant. That cash benefit is both substantial and higher than what class members received in other recent VPPA class settlements. *See Beltran*, ECF No. 52-2 at 4 (N.D. Ill. Dec. 7, 2023) (claimants received approximately \$31 cash); *Jackson v. Fandango*, No. 2023LA000631, (DuPage County, IL) (class members received either \$5 cash or \$15 ticket voucher); *Young v. Military Advantage*, No. 2023LA00535, (DuPage County, IL) (class members received \$30 cash). In short, this Settlement provides significant recovery for Class members.

3. Settlement Averts Continued Litigation That Would Be Complex, Costly, and Risky (Factor 4)

Continuing litigation through class certification briefing, summary judgment briefing (and potentially trial), and through an extensive appellate process would have been expensive and complex, and likely would have extended for several years. *See, e.g., Borcea v. Carnival Corp.*, 238 F.R.D. 664, 673 (S.D. Fla. 2006) (approving settlement and finding significant that class members risked recovering nothing on threshold issue of whether a litigated class would be certified); *Hamilton v. SunTrust Mortg. Inc.*, No. 13–60749–CIV, 2014 WL 5419507, at *2 (S.D. Fla. Oct. 24, 2014) (avoiding expense and length of protracted litigation is significant factor in analyzing terms of settlement). Moreover, not a single class member objected to the terms of the Agreement, which is virtually dispositive on the question of whether the terms of a settlement are fair and reasonable to Class Members. *See also Barnhill v. Fla. Microsoft Anti-Trust Litig.*, 905 So. 2d 195, 200 (Fla. 3d DCA 2005) (“The fairness of the settlement and the propriety of the

release is confirmed by the fact that so few of the class members have objected to it[.]”).

As set forth in the Motion for Preliminary Approval, the Settlement Fund made available to the class here is more than reasonable, given the complexity of the litigation and the significant risks and barriers that loomed in the absence of settlement including, but not limited to, potential dispositive motions, Defendant’s assertion of various legal challenges, and additional motion practice including a motion for class certification and motions for summary judgment, plus trial and potential appellate review following a final judgment. Joint Decl. ¶ 8.

4. The Reaction of the Settlement Class Supports Final Approval (Factor 5)

As explained above, to date, only nine (9) Settlement Class Members have requested exclusion – a negligible percentage of the millions of class members. And there have been *zero* (0) objections. Joint Decl. ¶ 8. The lack of opposition to the Settlement further weighs in favor of final approval. *Lipuma*, 406 F. Supp. 2d at 1324.

5. The Factual Record is Sufficiently Developed to Assess the Adequacy of the Settlement (Factor 6)

The stage of proceedings and amount of discovery supports final approval. As discussed above, the Parties’ extensive negotiations were informed by considerable informal discovery. Before settling, the Parties exchanged information regarding the facts, size, and composition of the class, and thoroughly investigated the facts and law relating to Plaintiffs’ allegations and Defendant’s defenses. Accordingly, Class Counsel had developed ample information and performed extensive analyses from which to assess the probability of success on the merits, the possible range of recovery, and the likely expense and duration of the litigation to determine that settling was in the best interests of the class. This factor also militates in favor of approval.

d. The Attorneys’ Fees Requested Are Reasonable

It is well established that, where counsel's work results in substantial benefit to a class of individuals, counsel is entitled to an award of their attorney's fees under the common fund doctrine. *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980) (citing a line of decisions dating back to *Trustees v. Greenough*, 105 U.S. 527 (1882)); see also *Costello v. City of Cape Coral*, 693 So. 2d 48, 49 (Fla. 1997) (tracing the history of the common fund doctrine). In setting a reasonable fee to be awarded in a common fund class action, a court is required to determine the hours reasonably expended and appropriate hourly rates (i.e., "lodestar"), and then consider a contingency risk and/or results achieved multiplier. See, e.g., *Kuhnlein v. Dep't of Revenue*, 662 So. 2d 309 (Fla. 1995) ("Multipliers were specifically designed to enhance the amount of attorney fees awarded based on the contingency risk fact and the results obtained."). When attorneys' fees are obtained from a "common-fund category," a multiplier of up to 5 is available. *Id.* at 315. The factors guiding this analysis include:

- (1) The time and labor required, the novelty, complexity, and difficulty of the question involved, and the skill requisite to perform the legal service properly;
- (2) The likelihood that the acceptance of the particular employment will preclude other employment by the lawyer;
- (3) The fee customarily charged in the locality for similar legal services;
- (4) The amount involved and the results obtained;
- (5) The time limitations imposed by the client or by the circumstances;
- (6) The nature and length of the professional relationship with the client;
- (7) The experience, reputation, and ability of the lawyer or lawyers performing the services and the skill, expertise, or efficiency of effort reflected in the actual providing of such services; and
- (8) Whether the fee is fixed or contingent.

Id. at 323 n. 5. These factors are essentially the same as those considered by federal courts in setting reasonable attorney's fees.⁸ *In re Champlain Towers South Litigation Collapse*, No. 2021-15089 CA 01, 2022 WL 4092859, at *5 (Fla. Cir. Ct. Aug. 29, 2022) (citing *Johnson v. Georgia Highway Exp., Inc.*, 488 F.2d 714 (5th Cir. 1974)).

1. Class Counsel's Lodestar Reflects the Time, Labor, and Skill Reasonably Required to Prosecute this Complex Class Action

Since Class Counsel began prosecuting this matter, they have devoted 838.2 hours to the successful pursuit of this Action. Joint Decl. ¶ 32. Class Counsel's dedication to this matter and expenditure of substantial time, effort, and resources have brought this complex litigation to a successful resolution. *Id.* Cognizant of the need to work efficiently, Class Counsel coordinated their work to avoid duplication of effort. *Id.* These hours were reasonably expended over the course of this litigation. Class Counsel's work included: (a) conducting extensive, pre-suit factual investigations and forensic analysis of the Meta Pixel; (b) drafting and researching the initial complaint; (c) consulting with experts to understand technical specifications of the Meta Pixel and Defendant's Website; (d) researching novel legal issues in a rapidly evolving area of the law; (e) responding to the motion to dismiss and/or strike, a motion to stay discovery, and opposing a request for judicial notice; (f) drafting subpoenas to Meta and conferring with Meta's counsel regarding same; (g) propounding written discovery requests and preparing responses to written discovery requests; (h) review and analysis of class data; (i) drafting a detailed mediation statement and participating in a full-day mediation session in New York, New York; (j) holding numerous

⁸ The *Johnson* factors include: (1) the time and labor required; (2) the difficulty of the issues; (3) the skill required; (4) the preclusion of other employment by the attorney because he accepted the case; (5) the customary fee in the community; (6) whether the fee is fixed or contingent; (7) time limitations imposed by the client or circumstances; (8) the amount involved and the results *1243 obtained; (9) the experience, reputation, and ability of the attorneys; (10) the undesirability of the case; (11) the nature and length of the professional relationship with the client; and (12) awards in similar cases. *Johnson v. Ga. Highway Express, Inc.*, 488 F.2d 714, 717–19 (5th Cir.1974)

calls with defense counsel regarding settlement; (k) negotiating comprehensive settlement and notice documents; (l) drafting and filing the complaint filed in this Court; (m) overseeing and monitoring the notice program; (n) responding to numerous inquiries from Settlement Class Members; the drafting of the preliminary and final approval papers. *Id.*

Going forward, Class Counsel's work in this litigation is far from over. Class Counsel will commit significant ongoing time and resources to presenting the Settlement to the Court at the Final Approval Hearing, the continued administration of the Settlement, responding to Settlement Class Member's inquiries concerning the Settlement and the claims process, and overseeing and coordinating distribution of the settlement funds to the Settlement Class Members. *Id.* ¶ 33.

In short, the hours Class Counsel spent litigating this Action reflect the efforts required to achieve such an excellent result.

2. Prosecuting this Action Precluded Other Employment⁹

This factor considers "the fact that once the employment is undertaken, the attorney is not free to use the time spent on the case for other purposes." *Allapattah Servs. v. Exxon Corp.*, 454 F. Supp. 2d 1185, 1209 (S.D. Fla. 2006). Here, Class counsel expended over 800 hours in prosecuting this action over the last year and a half. This considerable undertaking precluded Class Counsel's ability to accept other employment, as the substantial number of hours could have been spent taking on other work. *Id.* Further, the representation of the Class does not end with final approval of the Settlement. Ultimately, Class Counsel are responsible for ensuring that the terms of the Settlement Agreement are followed, which involves a substantial time commitment. Thus, this factor supports the requested fee award.

⁹ As to Factors 5 and 6, Class Counsel incorporates by reference their discussion here regarding their inability to work on other cases because of the time burdens of this litigation and its importance. These factors directly relate to the time limitations and special time demands imposed by the Class Representatives and the Settlement Class Members upon Class Counsel.

3. Class Counsel's Requested Fee Award Reflects the Market Rate in Other Complex, Contingent Litigation and Their Hourly Rates are Reasonable

For their extensive work prior to the filing of the complaint and throughout the pre-trial and settlement phases of this litigation, Class Counsel is seeking the equivalent of one third of the Settlement Fund or \$1,600,000.00, to be paid from the Fund. Joint Decl. ¶ 26. In determining an award of attorney's fees in a percentage-of-fund class settlement case, courts typically award between 20–40% of the settlement fund. *See Camden I Condo. Ass'n v. Dunkle*, 946 F.2d 768, 774 (11th Cir. 1991) (“To avoid depleting the funds available for distribution to the class, an upper limit of 50% of the fund may be stated as a general rule, although even larger percentages have been awarded”); *see also In re Checking Acct. Overdraft Litig.*, No. 09-MD-02036, 2020 WL 4586398, at *17 (S.D. Fla. Aug. 10, 2020) (“Class Counsel’s fee request falls within the range of the private marketplace, where contingency fee arrangements often approach or equal 40 percent of any recovery.”); *Waters v. Int’l Precious Metals Corp.*, 190 F.3d 1291, 1295–96 (11th Cir. 1999) (affirming a thirty-three and one third percentage); *Wolff v. Cash 4 Titles*, No. 03-cv-22778, 2012 WL 5290155, at *5-6 (S.D. Fla. Sept. 26, 2012) (“The average percentage award in the Eleventh Circuit mirrors that of awards nationwide—roughly one third.”) (collecting cases); *Wilson*, 2016 WL 457011, at *18 (Noting that courts across the country, “in the class action settlement context, *routinely* awarded class counsel fees in excess of the 25 percent ‘benchmark[.]’”) (emphasis in original) (quotation omitted); *Swaney v. Regions Bank*, No. 2:13-CV-00544-RDP, 2020 WL 3064945, at *7 (N.D. Ala. June 9, 2020) (same).

The fee request is reasonable based on the results obtained and falls within the range of awards approved by courts, including recent VPPA class settlements. *See Beltran v. Sony Pictures Ent. Inc.*, No. 1:22-CV-04858, 2024 WL 2795285, at *3 (N.D. Ill. Jan. 17, 2024) (approving one-third of a \$16 million VPPA class settlement); *In re Checking Acct. Overdraft Litig.*, 2020 WL

4586398, at *17 (approving 35% of a \$7,500,000 settlement fund plus costs for Class Counsels' efforts in achieving a resolution); *see also Swift v. BancorpSouth Bank*, No. 10-cv-00090-GRJ, 2016 WL 11529613, (N.D. Fla. July 15, 2016) (awarding \$8.4 million in fees—35%—of \$24 million class settlement); *Belin v. Health Ins. Innovations, Inc.*, No. 19-CV-61430, 2022 WL 1126006, at *6 (S.D. Fla. Mar. 10, 2022), *report and recommendation adopted*, No. 19-61430-CIV, 2022 WL 1125788 (S.D. Fla. Apr. 15, 2022) (awarding 33.33% of the settlement award and noting that “one-third recovery ... is a customary fee” for class actions); *Fernandez v. Merrill Lynch, Pierce, Fenner & Smith, Inc.*, No. 15-CV-22782, 2017 WL 7798110, at *4 (S.D. Fla. Dec. 18, 2017) (awarding 35% of settlement fund); *Kowlessar v. EZpawn Florida, Inc.*, No. 2022-008506-CA-01, ECF. No. 13, (Fla. 11th Cir. Ct. Oct. 24, 2022) (awarding 31% of a \$5 million settlement fund to class counsel which included the firms representing the Class here); Stuart J. Logan et al., *Attorney Fee Awards in Common Fund Class Actions*, 24 Class Action Rep. 169 (Mar.–Apr. 2003) (listing numerous fee awards above 35% between 1973 and 2003).

Moreover, Class Counsel have significant class action experience, having obtained numerous multimillion-dollar results in various genres of class actions nationwide. Joint Decl. ¶¶ 23–25. Given the experience, reputation, skill, and results obtained for the clients by Class Counsel, their hourly rates are reasonable and are well within those customarily charged in this locale for services of a similar nature. Joint Decl. ¶ 34. These rates used here are in line with rates routinely awarded for Class Counsel in consumer protection class actions, including VPPA class actions. *Id.* ¶ 46; *see, e.g., Czarnionka v. The Epoch Times Association, Inc.*, Case No. 1:22-cv-06348, ECF 106 (S.D.N.Y. July 10, 2024).

4. Results Obtained for the Settlement Class

Here, the Settlement provides an excellent result for the Settlement Class. Class Counsel successfully negotiated: (1) a \$4.8 million common fund where Settlement Class Members who

submit timely and valid claims will be entitled to a *pro rata* cash payment; and (2) Defendant has agreed that it will not knowingly resume operation of the Meta Pixel on any pages on Defendant's website accessible in the United States that include video content and have a URL that substantially identifies the video content requested or obtained from that page, without VPPA-compliant consent for the disclosure of the video content viewed to Facebook unless and until the VPPA is amended, repealed, or otherwise invalidated (including by judicial decision).

In sum, the Settlement is excellent by any measure and is in line with or better than the results achieved in similar VPPA class action settlements. *See* § IV(c)2 *supra*. As a result of the Settlement, Settlement Class Members who submit Approved Claims will receive cash payments. In addition, the entire amount of the Settlement Fund will be distributed to Settlement Class Members through first and/or second rounds of distributions, or, if additional distributions are not cost effective, contributed to a *cy pres* recipient. Settlement ¶ 2.1. Under the Agreement, there will be no reversion of unclaimed funds to Defendant. *Id.* ¶ 1.33, 2.1. In short, the Settlement provides significant, direct benefits to Settlement Class Members and will continue to do so. Given the excellent benefits of the Settlement, Class Counsel's fee request for one-third of the Settlement Fund is reasonable.

5. Quality, Skill, and Efficiency of Class Counsel

Class action litigation presents unique challenges, and by achieving an exceptional settlement, Class Counsel have shown that they have the ability and resources to not only litigate this case zealously and effectively, but to achieve a strong outcome for the Settlement Class. Here, Class Counsel undertook a robust forensic pre-suit investigation into the underlying factual issues, which included Defendant's use of the Meta Pixel, allowing Class Counsel to present a compelling case throughout this litigation and during the mediation process. Class Counsel's efforts resulted in the successful settlement involving novel and highly technical VPPA claims that will provide

Settlement Class Members with immediate benefits without the risks and delay of further litigation. Collectively, Class Counsel have represented plaintiffs in hundreds of class action lawsuits, including the resolution of multiple class actions involving similar VPPA claims, giving them valuable knowledge and experience in litigating the complex legal and factual issues in this action. Joint Decl. ¶¶ 23–25; see *Waller et al. v. Times Publishing Co.*, No. 2023-027889-CA-01 (Fla. 17th Cir. Ct.) (class action settlement involving VPPA claims that was finally approved on March 30, 2024); *Czarnionka v. The Epoch Times Association, Inc.*, Case No. 1:22-cv-06348 (S.D.N.Y.) (class action settlement involving VPPA claims that was finally approved on July 10, 2024).

Here, Class Counsel leveraged that expertise to litigate this case and negotiate a favorable settlement for the Settlement Class. Moreover, Class Counsel litigated this action efficiently, effectively, and civilly. Based in no small part on their skill and expertise, Class Counsel was able to negotiate a Settlement prior to a ruling on (and potential appeals related to) class certification, allowing Settlement Class Members to receive their settlement benefits now—without the risks, uncertainties, and delays associated with continued litigation of this case through judgment and potential appeals. The swift resolution of the case benefits the Settlement Class and emphasizes the skill and efficiency of Class Counsel. The excellent result is a function of the high quality of that work, which supports the requested fee award.

6. Class Counsel’s Fee is 100% Contingency

The inherent risk of a contingency fee arrangement is an important factor in determining the reasonableness of a fee award. See *Ressler v. Jacobson*, 149 F.R.D. 651, 653 (M.D. Fla. 1992). Here, Class Counsel assumed the significant risks involved with surviving dispositive motions, obtaining class certification, proving liability, causation, and damages, prevailing with experts, and litigating through trial and possible appeals, without any assurance of recompense for their

labor or even reimbursement for their out-of-pocket expenses. Indeed, the risk was particularly acute here given that Plaintiffs' claims were novel with courts around the country issuing adverse rulings and dismissing VPPA cases. Thus, Class Counsel undertook significant risk in litigating this case. *See Reynolds v. Fid. Invs. Institutional Operations Co., Inc.*, No. 1:18-CV-423, 2020 WL 92092, at *3 (M.D.N.C. Jan. 8, 2020) (finding that class counsel who litigated "novel questions of law" weighed in favor of granting fees of one-third of settlement fund)

e. A Modest Multiplier of 2.4 is Warranted

Given the litigation risks and excellent results secured for the Settlement Class, a lodestar multiplier supports the requested fee. *See Kuhnlein*, 662 So. 2d at 315–316 (approving a multiplier of 4.97 as reasonable). As detailed in the Joint Declaration, Class Counsel have devoted 838.2 hours to prosecuting this litigation and charged reasonable rates in this jurisdiction. *Id.* ¶ 31. Class Counsel's aggregate lodestar is \$667,755.00 (rendering the requested fee award a multiplier of approximately 2.4). *Id.* ¶ 27.

"Multipliers were specifically designed to enhance the amount of attorney fees awarded based on the contingency risk factor and the results obtained." *Kuhnlein*, 662 So. 2d at 313. A multiplier of 2.4 is consistent with those approved in other class actions. *Pinto v. Princess Cruise Lines, Ltd.*, 513 F. Supp. 2d 1334, 1344 (S.D. Fla. 2007) (noting that lodestar multiples "in large and complicated class actions" range from 2.26 to 4.5, while "three appears to be the average[,]") and finding that requested attorneys' fees of \$1,275,000.00 were reasonable when "cross-check[ed]" against lodestar method); *Ramos*, 743 So. 2d at 33 (Fla. 3d DCA 1999) (affirming a lodestar risk multiplier of 5). Indeed, in light of the excellent result obtained here, the relatively early resolution of this matter means the Settlement Class Members will receive a substantial benefit through prompt cash payments made available under the Settlement, while also obtaining

the exact business practice changes they would hope to achieve had the case gone to trial years later.

Class Counsel's lodestar multiplier is also reasonable because it will decrease as Class Counsel continues to invest time and resources in administering the Settlement, answering Settlement Class Members' inquiries, and overseeing distribution of the settlement funds to Settlement Class Members. *See* Joint Decl. ¶ 35; *Parker v. Jekyll & Hyde Entm't Holdings, LLC*, No. 08 Civ. 7670(BSJ)(JCF), 2010 WL 532960, at *2 (S.D.N.Y. Fed. 9, 2010) (“[A]s class counsel is likely to expend significant effort in the future implementing the complex procedure agreed upon for collecting and distributing the settlement funds, the multiplier will diminish over time.”).

In sum, Class Counsel's efforts in this case resulted in an exceptional settlement of a complex and uncertain case, and it is appropriate to award Class Counsel for achieving this result. Under the percentage-of-the-fund method, including the added scrutiny of a lodestar crosscheck, Class Counsel's free request is reasonable and well within the ranges approved by Florida courts.

f. The Incentive Awards Requested Are Reasonable

As explained by the Third District Court of Appeals, being a putative class representative “is less an honor than a headache” because he or she is “identified as a class litigant in public records (potentially affecting credit reports and disclosures for financing), is subject to fiduciary duties ... may be deposed and required to produce records [and] meet with counsel and appear in court.” *Altamonte Springs Imaging, L.C. v. State Farm Mut. Auto. Ins. Co.*, 12 So. 3d 850, 857 (Fla. 3d DCA 2009). Thus, “incentive awards are appropriate to recognize the efforts of the representative plaintiffs to obtain recovery for the class.” *In re Domestic Air Transp. Litig.*, 148 F.R.D. 297, 358 (N.D. Ga. 1993).

Here, Defendant has agreed to pay the Incentive awards of \$5,000 to each of the named Plaintiffs, which is far less than amounts regularly approved by courts. *See, e.g., Altamonte Springs Imaging*, 12 So. 3d at 857 (approving incentive award of \$10,000); *Venerus v. Avis Budget Car Rental, LLC*, 674 F. Supp. 3d 1107, 1110 (M.D. Fla. 2023) (noting “Florida law allows service awards in class action cases” and approving service award of \$25,000). A incentive award of \$5,000 each to the named Plaintiffs is appropriate given the extensive work these Plaintiffs performed in this case and Defendant’s agreement to pay those awards. Joint Decl. ¶ 47.

V. CONCLUSION

Plaintiffs respectfully request that the Court grant final approval of the proposed Settlement, and enter an order of final approval including:

1. Directing payment be issued to Settlement Class Members in accordance with the terms of the Agreement;
2. Certifying the Settlement Class for purposes of settlement only;
3. Finding that the Notice provided was the best notice practicable and comported with due process requirements;
4. Appointing the named Plaintiffs Jabari Sellers and Simeon Evans as class representatives;
5. Appointing Adam A. Schwartzbaum and Scott Edelsberg of Edelsberg Law, P.A., and Andrew J. Shamis and Edwin E. Elliott of Shamis & Gentile, P.A. as Class Counsel;
6. Finding that the terms of the Settlement were fair, adequate, and reasonable;
7. Releasing the Defendant and the Released Parties from Released Claims;
8. Barring and enjoining Releasing Parties from asserting, or continuing to pursue, Released Claims;

9. Entering judgment with prejudice and without costs except as provided in the Agreement;
10. Approving Class Counsel's application for attorneys' fees and costs and Plaintiffs' incentive awards in accordance with the Agreement;
11. Approving the costs and expenses of Notice to be paid to the Settlement Administrator in accordance with the Agreement; and
12. Reserving jurisdiction to administer, supervise, and enforce the Agreement according to its terms.

Dated: July 25, 2024

Respectfully submitted,

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*Attorneys for Plaintiffs and the
Settlement Class*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 25th day of July 2024, I electronically filed the foregoing with the Clerk of the Court which will send notice of electronic filing to all counsel of record.

/s/ Andrew J. Shamis
Andrew J. Shamis, Esq.

EXHIBIT A

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO. 2024-003537-CA-01

**JABARI SELLERS and
SIMEON EVANS**, *themselves, and on
behalf of all others similarly situated,*

Plaintiffs,

v.

BLEACHER REPORT, INC.,

Defendant.

CLASS ACTION

JURY TRIAL DEMANDED

**AGREED ORDER GRANTING FINAL APPROVAL TO CLASS ACTION
SETTLEMENT, FINAL JUDGMENT AND ORDER OF
DISMISSAL WITH PREJUDICE**

On May 21, 2024, this Court granted preliminary approval to the proposed class action settlement set forth in the Settlement Agreement between Plaintiffs Jabari Sellers and Simeon Evans, on behalf of themselves and all members of the Settlement Class, and Defendant Bleacher Report, Inc. (“Defendant”) (collectively, the “Parties”). The Court also provisionally certified the Settlement Class for settlement purposes, approved the procedure for giving Notice to the members of the Settlement Class, and set a Final Approval Hearing to take place on August 8, 2024. The Court finds that the Class Notice substantially in the form approved by the Court in its preliminary approval order was given in the manner ordered by the Court, constitutes the best practicable notice, and was fair, reasonable, and adequate.

On August 8, 2024, the Court held a duly noticed Final Approval Hearing to consider: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate; (2) whether a judgment should be entered dismissing the Plaintiffs’ Complaint on the merits and with prejudice in favor of Defendant and against all persons or entities who are Settlement Class

Members herein who have not requested exclusion from the Settlement Class; and (3) whether and in what amount to award counsel for the Settlement Class as attorneys' fees and costs and (4) whether and in what amount to award Incentive Awards to the Class Representatives. The Court has considered evidence including: (i) all motions, memoranda, and documents filed in support of the Settlement Agreement, and (ii) arguments of Class Counsel and counsel for Defendants.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

I. JURISDICTION OF THE COURT

1. The Court has personal jurisdiction over the parties and the Settlement Class Members, venue is proper, and the Court has subject matter jurisdiction to approve the Agreement, including all exhibits thereto, and to enter this Final Order and Judgment. Without in any way affecting the finality of this Final Order and Judgment, this Court hereby retains jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and of this Final Order and Judgment, and for any other necessary purpose.

2. The Settlement Agreement was negotiated at arm's length by experienced counsel who were fully informed of the facts and circumstances of this litigation (the "Action") and of the strengths and weaknesses of their respective positions. The Settlement Agreement was reached after the Parties had engaged in a mediation and extensive settlement discussions and after the exchange of information, including information about the size and scope of the Settlement Class. Counsel for the Parties were therefore well positioned to evaluate the benefits of the Settlement Agreement, taking into account the expense, risk, and uncertainty of protracted litigation.

3. The Court finds that the prerequisites for a class action under Florida Rule of Civil Procedure 1.220(a) and (b) have been satisfied for settlement purposes for each Settlement Class Member in that: (a) the number of Settlement Class Members is so numerous that joinder of all

members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of Plaintiffs are typical of the claims of the Settlement Class they seek to represent; (d) Plaintiffs have and will continue to fairly and adequately represent the interests of the Settlement Class for purposes of entering into the Settlement Agreement; (e) the questions of law and fact common to the Settlement Class Members predominate over any questions affecting any individual Settlement Class Member; (f) the Settlement Class is ascertainable; and (g) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.

II. CERTIFICATION OF SETTLEMENT CLASS

4. Pursuant to Florida Rule of Civil Procedure 1.220, this Court hereby finally certifies the Settlement Class, as identified in the Settlement Agreement, which shall consist of: “All Persons in the United States who from January 25, 2021 and through May 21, 2024 (the “Class Period”) were Bleacher Report account holders.” The Settlement Class excludes the following: (1) the trial judge presiding over this case; (2) Defendant, as well as any parent, subsidiary, affiliate, or control person of Defendant, and the officers, directors, agents, servants, or employees of Defendant; (3) any of the Released Parties; (4) the immediate family of any such person(s); (5) any Settlement Class Member who has timely opted out of this proceeding; and (6) Plaintiffs’ Counsel, their employees, and their immediate family.

5. The Court considers the reaction of the class to the proposed settlement to be an important indicator as to its reasonableness and fairness. Of the 2,694,721 class members nationwide to whom notice was issued, there no objections. The Court finds these facts to be overwhelming support for the settlement and clear evidence of its reasonableness and fairness.

III. APPOINTMENT OF CLASS REPRESENTATIVE AND CLASS COUNSEL

6. The Court finally appoints Adam A. Schwartzbaum of Edelsberg Law, P.A., and Andrew J. Shamis and Edwin E. Elliott of Shamis & Gentile, P.A. as Class Counsel for the Settlement Class.

6. The Court finally designates Plaintiffs Jabari Sellers and Simeon Evans as the Class Representatives.

IV. NOTICE AND CLAIMS PROCESS

7. The Court makes the following findings on notice to the Settlement Class:

(a) The Court finds that the distribution of the Notice, as provided for in the Settlement Agreement and ordered by the Court, (i) constituted the best practicable notice under the circumstances to Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of, among other things, the pendency of the Action, the nature and terms of the proposed Settlement, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Florida Rule of Civil Procedure 1.220, the United States Constitution, the Rules of this Court, and any other applicable law.

(b) The Court finds that the Notice and methodology set forth in the Settlement Agreement, the Preliminary Approval Order, and this Final Order and Judgment (i) constitute the most effective and practicable notice of the Final Order and Judgment, the relief available to Settlement Class Members pursuant to the Final Order and Judgment, and applicable time periods; (ii) constitute due, adequate, and sufficient notice for all other purposes to all Settlement Class

Members; and (iii) comply fully with the requirements of Florida Rule of Civil Procedure 1.220, the United States Constitution, the Rules of this Court, and any other applicable law.

V. FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT

8. The Settlement Agreement is finally approved in all respects as fair, reasonable and adequate pursuant to Rule 1.220 and any applicable law. The terms and provisions of the Settlement Agreement, including all Exhibits thereto, have been entered into in good faith and are hereby fully and finally approved as fair, reasonable, and adequate as to, and in the best interests of, each of the Parties and the Settlement Class Members.

VI. ADMINISTRATION OF THE SETTLEMENT

9. The Parties are hereby directed to implement the Settlement Agreement according to its terms and provisions. The Settlement Administrator is directed to pay those Settlement Class Members who submit Approved Claims within the time period and manner set forth in the Settlement Agreement. The Court orders that the Settlement Administration Expenses be paid to the Settlement Administrator within the time period and manner set forth in the Settlement Agreement.

10. The Court hereby approves Class Counsel's request for attorneys' fees, costs, and expenses, and awards Class Counsel \$1,600,000.00 as reasonable attorneys' fees and costs, inclusive of the award of reasonable costs incurred in this Action. The Court finds the sum to fair and reasonable. Specifically, the Court has considered the attorneys' fees and costs request in light of the factors set forth in *Kuhnlein v. Dept. of Revenue*, 662 So. 2d 309 (Fla. 1995) and finds it to be reasonable and were necessary to the successful prosecution of this case for the reasons set forth herein. The award of attorneys' fees and costs to Class Counsel shall be paid from the Settlement Fund within the time period and manner set forth in the Settlement Agreement.

11. The Court hereby awards Class Counsel for their time incurred and expenses advanced. As the record reflects, the issues in this case were novel, complex and difficult and Class Counsel displayed the skill, expertise and diligence in bringing the case to this conclusion. The Court has further concluded that: (a) Class Counsel achieved a favorable result for the Class by obtaining Defendant's agreement to make significant funds available to Settlement Class Members, subject to submission of valid claims by eligible Settlement Class Members; (b) Class Counsel devoted substantial effort to pre- and post-filing investigation, legal analysis, and litigation; (c) Class Counsel prosecuted the Settlement Class's claims on a contingent fee basis, investing significant time and accumulating costs with no guarantee that they would receive compensation for their services or recover their expenses; (d) Class Counsel employed their knowledge of and experience with class action litigation in achieving a valuable settlement for the Settlement Class, in spite of Defendant's possible legal defenses and its experienced and capable counsel; (e) Class Counsel have standard contingent fee agreements with Plaintiffs, who have reviewed the Settlement Agreement and been informed of Class Counsel's fee request and have approved; and (f) the Notice informed Settlement Class Members of the amount and nature of Class Counsel's fee and cost request under the Settlement Agreement in time for Settlement Class Members to make a meaningful decision whether to object to the Class Counsel's fee request, and no Settlement Class Member(s) objected.

12. The Court awards each Plaintiff an incentive award in the amount of \$5,000.00 payable pursuant to the terms of the Settlement Agreement.

VII. RELEASE OF CLAIMS

13. Upon entry of this Final Order and Judgment, all members of the Class who did not validly and timely submit requests for exclusion in the manner provided in the Agreement

shall, by operation of this Final Order and Judgment, have fully, finally and forever released, relinquished and discharged Defendant and each of its related and affiliated entities as well as all Released Parties from the Released Claims as set forth in the Settlement Agreement.

14. Furthermore, all members of the Class who did not validly and timely submit requests for exclusion in the manner provided in the Agreement are hereby permanently barred and enjoined from filing, commencing, prosecuting, maintaining, intervening in, participating in, conducting or continuing, either directly or in any other capacity, either individually or as a class, any action or proceeding in any court, agency, arbitration, tribunal or jurisdiction, asserting any claims released pursuant to the Settlement Agreement, or seeking an award of fees and costs of any kind or nature whatsoever and pursuant to any authority or theory whatsoever, relating to or arising from the Action or that could have been brought in the Action and/or as a result of or in addition to those provided by the Settlement Agreement.

15. The terms of the Settlement Agreement and of this Final Order and Judgment, including all Exhibits thereto, shall be forever binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits maintained by Plaintiffs and all other Settlement Class Members, as well as their heirs, executors and administrators, successors, and assigns.

16. The Releases, which are set forth in the Settlement Agreement and which are also set forth below, are expressly incorporated herein in all respects and are effective as of the date of this Final Order and Judgment; and the Released Parties (as that term is defined below and in the Settlement Agreement) are forever released, relinquished, and discharged by the Releasing Parties (as that term is defined below and in the Settlement Agreement) from all Released Claims (as that term is defined below and in the Settlement Agreement).

(a) The Settlement Agreement and Releases do not affect the rights of Settlement Class Members who timely and properly submit a request for exclusion from the Settlement in accordance with the requirements of the Settlement Agreement.

(b) The administration and consummation of the Settlement as embodied in the Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement, including, but not limited to, enforcement of the Releases. The Court expressly retains jurisdiction in order to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement.

(c) The Settlement Agreement shall be the exclusive remedy for any and all Settlement Class Members, except those who have properly requested exclusion (opted out), and the Released Parties shall not be subject to liability or expense for any of the Released Claims to any Settlement Class Member(s).

(d) The Releases shall not preclude any action to enforce the terms of the Settlement Agreement, including participation in any of the processes detailed therein. The Releases set forth herein and in the Settlement Agreement are not intended to include the release of any rights or duties of the Parties arising out of the Settlement Agreement, including the express warranties and covenants contained therein.

17. Plaintiffs and all Settlement Class Members who did not timely exclude themselves from the Settlement Class are, from this day forward, hereby permanently barred and enjoined from directly or indirectly: (i) asserting any Released Claims in any action or proceeding; (ii) filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise), any lawsuit based on or relating to any the Released Claims or the facts and

circumstances relating thereto; or (iii) organizing any Settlement Class Members into a separate class for purposes of pursuing as a purported class action any lawsuit (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) based on or relating to any of the Released Claims.

VIII. NO ADMISSION OF LIABILITY

18. Neither the Settlement Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any of the documents or statements referred to therein, nor this Final Order and Judgment, nor any of its terms and provisions, shall be:

(a) offered by any person or received against Defendant or any Released Parties as evidence of, or construed as or deemed to be evidence of, any presumption, concession, or admission by Defendant of the truth of the facts alleged by any person, the validity of any claim that has been or could have been asserted in the Action or in any other litigation or judicial or administrative proceeding, the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, or wrongdoing by Defendant or any Released Parties;

(b) offered by any person or received against Defendant or any Released Parties as evidence of a presumption, concession, or admission of any fault or violation of any law by Defendant or any Released Parties; or

(c) offered by any person or received against Defendant or any Released Parties as evidence of a presumption, concession, or admission with respect to any liability, negligence, fault, or wrongdoing in any civil, criminal, or administrative action or proceeding.

IX. OTHER PROVISIONS

19. This Final Order and Judgment and the Settlement Agreement (including the Exhibits thereto) may be filed in any action against or by any Released Parties (as that term is

defined herein and the Settlement Agreement) to support a defense of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

20. Without further order of the Court, the Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement Agreement.

21. In the event that the Effective Date does not occur, this Final Order and Judgment shall automatically be rendered null and void and shall be vacated and, in such event, all orders entered and released delivered in connection herewith shall be null and void. In the event that the Effective Date does not occur, the Settlement Agreement shall become null and void and be of no further force and effect, neither the Settlement Agreement nor the Court's Orders, including this Order, shall be used or referred to for any purpose whatsoever, and the Parties shall retain, without prejudice, any and all objections, arguments, and defenses with respect to class certification, including the right to argue that no class should be certified for any purpose, and with respect to the merits of any claims, defenses, or allegations in this Action.

22. This Action, including all individual claims and class claims presented herein, is hereby dismissed on the merits and with prejudice against Plaintiffs and all other Settlement Class Members, without fees or costs to any party except as otherwise provided herein. Finding that there is no just reason for delay, the Court orders that this Final Order and Judgment shall constitute a final judgment.

DONE and ORDERED in Miami, Florida, this ____ day of _____, 2024.

Hon. Robert T. Watson
CIRCUIT COURT JUDGE

Copies furnished to:

Counsel of Record

EXHIBIT B

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO. 2024-003537-CA-01

JABARI SELLERS and **SIMEON
EVANS**, themselves, and on behalf of all
others similarly situated,

Plaintiffs,

v.

BLEACHER REPORT, INC.,

Defendant.

CLASS ACTION

Date: August 8, 2024

Time: 9:30 a.m.

Dept: Virtual courtroom

The Hon. Robert T. Watson

**DECLARATION OF PATRICK M. PASSARELLA OF KROLL
SETTLEMENT ADMINISTRATION LLC IN CONNECTION
WITH FINAL APPROVAL OF SETTLEMENT**

I, Patrick M. Passarella, declare as follows:

INTRODUCTION

1. I am a Senior Director of Kroll Settlement Administration LLC (“Kroll”),¹ the Settlement Administrator² appointed in the above-captioned case, whose principal office is located at 2000 Market Street, Suite 2700, Philadelphia, Pennsylvania 19103. I am over 21 years of age and am authorized to make this declaration on behalf of Kroll and myself. The following statements are based on my personal knowledge and information provided by other experienced Kroll employees working under my general supervision. This declaration is being filed in connection with final approval of the settlement.

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Settlement Agreement as defined below.

² The Settlement Agreement and Preliminary Approval Order appoint “Kroll LLC” as the Settlement Administrator. Kroll, LLC is the parent company of Kroll Settlement Administration LLC. Kroll Settlement Administration LLC is the actual Settlement Administrator in this case.

2. Kroll has extensive experience in class action matters, having provided services in class action settlements involving antitrust, securities fraud, labor and employment, consumer, and government enforcement matters. Kroll has provided notification and/or claims administration services in more than 3,000 cases.

BACKGROUND

3. Kroll was appointed as the Settlement Administrator to provide notification and claims administration services in connection with the Class Action Settlement Agreement (the “Settlement Agreement”) entered into this Action. Kroll’s duties in connection with the settlement have and will include: (a) receiving and analyzing the Settlement Class List from Defendant’s Counsel; (b) creating a settlement website with online claim filing capabilities; (c) establishing a toll-free telephone number; (d) establishing a post office box for the receipt of mail; (e) preparing and sending the Notice via first-class mail; (f) preparing and sending email Notice; (g) receiving and processing mail from the United States Postal Service (“USPS”) with forwarding addresses; (h) receiving and processing undeliverable mail, without a forwarding address, from the USPS; (i) receiving and processing Claim Forms; (j) receiving and processing requests for exclusion; and (k) such other tasks as counsel for the Parties or the Court request Kroll to perform.

NOTICE PROGRAM

Data and Case Setup

4. On May 23, 2024, Kroll established a toll-free telephone number, (833) 522-5155, for Settlement Class Members to call and obtain additional information regarding the settlement through an Interactive Voice Response (“IVR”) system, which is available 24/7. As of July 24, 2024, the IVR system has received 2,313 calls.

5. On May 23, 2024, Kroll designated a post office box with the mailing address *Bleacher Report VPPA Settlement*, c/o Kroll Settlement Administration LLC, P.O. Box 5324, New York, NY 10150-5324, in order to receive requests for exclusion, Claim Forms, and correspondence from Settlement Class Members.

6. On May 28, 2024, Kroll received two (2) data files from the Defendant with a combined total of 2,699,499 records. The files each contained Bleacher Report usernames, as well as available phone numbers and email addresses, of Settlement Class Members. Kroll undertook several steps to reconcile the two (2) files and compile the eventual Settlement Class List for the email and mailing of Notice. First, Kroll performed reverse telephone searches of 1,232,645 records containing a telephone number to locate associated names, mailing addresses, and email addresses. Second, records which were an exact match for Bleacher Report usernames and/or names and mailing addresses were marked as duplicates and removed, resulting in a Settlement Class List of 2,694,721 unique records. Of the 2,694,721 records, 1,064,952 contained an email address not identified as invalid, 1,124,132 contained a mailing address but no email address, 505,592 contained a Bleacher Report username but neither a mailing address nor an email address not identified as invalid, and forty-five (45) records contained neither a username, mailing address, or email address. Additionally, in an effort to ensure that Notices would be deliverable to Settlement Class Members, Kroll ran the Settlement Class List through the USPS's National Change of Address ("NCOA") database and updated the Settlement Class List with address changes received from the NCOA.

7. On May 28, 2024, Kroll created a dedicated settlement website entitled www.BleacherReportVPPASettlement.com (the "Settlement Website"). The Settlement Website "went live" on June 4, 2024, and contains a summary of the settlement, important dates and deadlines including the Final Approval Hearing date, Objection/Exclusion Deadline, and Claims Deadline, contact information for the Settlement Administrator, answers to frequently asked questions, downloadable copies of the Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval Order, long-form Notice, and Claim Form. The Settlement Website has a "Contact" page where Settlement Class Members may submit questions regarding the Settlement. The Settlement Website also allows Settlement Class Members an opportunity to file a Claim Form online. As of July 24, 2024, the Settlement Website received approximately 344,000 website visits by approximately 340,000 unique users totaling approximately 793,000 pageviews.

Disseminating Notice

8. On June 20, 2024, Kroll caused 1,124,132 Notices to be mailed via first-class mail. A true and correct copy of the mailed Notice, along with the long form Notice and Claim Form, are attached hereto as **Exhibits A, B, and C**, respectively.

9. On June 20, 2024, Kroll caused the email Notice (“Email Notice”) to be sent to the 1,064,952 email addresses on file for Settlement Class Members, as noted above. A true and correct copy of a complete exemplar Email Notice (including the subject line) is attached hereto as **Exhibit D**. Of the 1,064,952 emails attempted for delivery, 46,916 emails were rejected/bounced back as undeliverable.

10. Pursuant to section 4.1(b) of the Settlement Agreement, for the 46,916 emails that were bounced back, Kroll mailed Notices to 3,531 records with a mailing address and made a second attempt to deliver the Email Notice for the remaining 43,385. Of the 43,385 re-sent Email Notices, 37,702 were rejected/bounced back as undeliverable a second time.

11. On June 21, 2024, Defendant’s Counsel informed Kroll that on June 20, 2024, the Defendant sent 505,592 Defendant DMs to Settlement Class Members who were not sent the mailed Notice or Email Notice and for whom a username was available.

NOTICE PROGRAM REACH

12. As of July 24, 2024, 5,861 Notices were returned by the USPS with a forwarding address. Of those, 5,860 Notices were automatically re-mailed to the updated addresses provided by the USPS. The remaining Notice will be re-mailed by Kroll to the updated address provided by the USPS on July 29, 2024.

13. As of July 24, 2024, 108,932 Notices were returned by the USPS as undeliverable as addressed, without a forwarding address. Kroll ran 108,932 undeliverable records through an advanced address search. The advanced address search produced 79,584 updated addresses. Kroll has re-mailed Notices to 77,230³ updated addresses obtained from the advanced address search.

³ The remaining 2,354 Notices which produced updated addresses will be re-mailed during the week of July 29, 2024.

Of the 77,230 re-mailed Notices, ninety-eight (98) have been returned as undeliverable a second time and no further action will be taken.

14. Based on the foregoing, following all Notice re-mailings, Kroll has reason to believe that Notices likely reached 2,625,174 of the 2,694,676 Persons to whom Notice was sent via mail, email, or Defendant DM, which equates to a reach rate of the direct Notice of approximately 97.4%. This reach rate is consistent with other court-approved, best-practicable notice programs and Federal Judicial Center Guidelines, which state that a notice plan that reaches⁴ over 70% of targeted class members is considered a high percentage and the “norm” of a notice campaign.⁵ The table below provides an overview of dissemination results for the direct Notice program.

Direct Notice Program Dissemination & Reach		
Description	Volume of Class Members	Percentage of Class Members
Settlement Class Members	2,694,721	100.0%
Initial Notice		
(+) Notices Mailed or Emailed (Initial Campaign)	2,189,084	81.2%
(-) Total Notices returned as undeliverable	(155,848)	5.8%
Re-Mailed Notice		
(+) Total Unique Notices Re-mailed	124,146	4.6%
(-) Total (Re-mailed) Notices returned as undeliverable	(37,800)	1.4%
Defendant DM Notice		
(+) Total Unique Defendant DMs sent	505,592	18.8%
Direct Notice Program Reach		
(=) Received Direct Notice	2,625,174	97.4%

CLAIM ACTIVITY

15. The Claims Deadline is August 23, 2024.

⁴ FED. JUD. CTR., *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide* (2010), available at <https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf>. The guide suggests that the minimum threshold for adequate notice is 70%.

⁵ Barbara Rothstein and Thomas Willging, *Federal Judicial Center Managing Class Action Litigation: A Pocket Guide for Judges*, at 27 (3d Ed. 2010).

16. As of July 24, 2024, Kroll has received four hundred forty (440) Claim Forms through the mail and 53,957 Claim Forms filed electronically through the Settlement Website. Kroll is still in the process of reviewing and validating Claim Forms.

17. To prevent Claim Forms from being filed by individuals outside the Settlement Class and to curtail fraud, Settlement Class Members were provided a unique “Class Member ID” on their respective notices. The Class Member ID is used by Settlement Class Members to file a Claim Form online.

18. Pursuant to section 4.1(c) of the Settlement Agreement, seven (7) days prior to the Claims Deadline, Kroll will send a reminder Notice via email, along with an electronic link to the Claim Form, to all Settlement Class Members for whom a valid email address is available in the Settlement Class List and have not submitted a Claim Form.

EXCLUSIONS AND OBJECTIONS

19. The Objection/Exclusion Deadline was July 9, 2024.

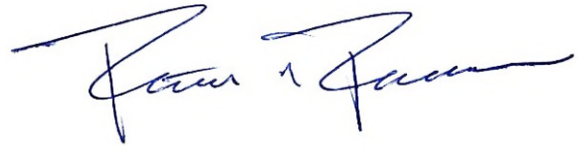
20. Kroll has received nine (9) timely requests for exclusion. A list of the exclusions is attached hereto as **Exhibit E**. Settlement Class Members were not instructed to submit their objection to the Settlement Administrator, and none have been received by Kroll.

COSTS OF NOTICE PROGRAM

21. As of July 24, 2024, Kroll has billed \$629,666.00 for services and fees incurred in the administration of this matter. Kroll estimates that it will bill an additional \$231,884.16 to complete the administration of this Settlement. The current estimate is subject to change depending on factors such as the number of Claim Forms remaining to be reviewed, number of Claim Forms filed, and/or any Settlement administration scope change not currently under consideration. This estimate is based on Kroll’s many years of experience administering class action settlements.

CERTIFICATION

I declare under penalty of perjury under the laws of the State of Florida that the above is true and correct to the best of my knowledge and that this declaration was executed on July 24, 2024, in Delaware, Ohio.

A handwritten signature in blue ink, appearing to read "Patrick M. Passarella", written in a cursive style.

PATRICK M. PASSARELLA

Exhibit A

Bleacher Report VPPA Settlement **+++**
c/o Kroll Settlement Administration LLC
P.O. Box 5324
New York, NY 10150-5324

FIRST-CLASS MAIL
U.S. POSTAGE PAID
CITY, ST
PERMIT NO. XXXX

Electronic Service Requested

**NOTICE OF PROPOSED
CLASS ACTION SETTLEMENT**

Jabari Sellers, et al. v. Bleacher Report, Inc.

Eleventh Judicial Circuit Court for
Miami-Dade County, Florida
Case No. 2024-003537-CA-01

<<Barcode>>

Class Member ID: <<Refnum>>

Postal Service: Please do not mark or cover barcode

<<FirstName>> <<LastName>>

<<BusinessName>>

<<Address>>

<<Address2>>

<<City>>, <<ST>> <<Zip>>-<<zip4>>

<<ForeignZip>>, <<Country>>

Our Records Indicate You Have Created an Account with BleacherReport.com and May Be Entitled to a Payment from a Class Action Settlement.

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

A settlement has been reached in a class action lawsuit claiming that Defendant, Bleacher Report, Inc., disclosed personally identifiable information ("PII") of its account holders to Facebook via the Meta 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 Settlement Class Member? Our records indicate you may be a Settlement Class Member. Settlement Class Members are all Persons in the United States who, between January 25, 2021 and May 21, 2024 were Bleacher Report account holders.

What Can I Get? If approved by the Court, Defendant will establish a Settlement Fund of \$4,800,000 to pay all valid claims submitted by the Settlement Class, together with notice and administration expenses, attorneys' fees and costs, and an incentive award for the Class Representatives. If you are a Settlement Class Member who had a Facebook account, and who accessed a video through the BleacherReport.com website from the same browser where you accessed your Facebook account, you may submit a claim to receive a *pro rata* share of the Settlement Fund. The settlement also requires Defendant to have suspended operation of the Meta 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, a U.S. federal district court in Florida, or a Florida state court of general jurisdiction), or without 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 August 23, 2024**. You may submit a Claim Form either electronically on the settlement website by visiting **www.BleacherReportVPPASettlement.com** or by printing and mailing in a paper Claim Form, a copy of which is available for download at the settlement website. Your payment will come by check unless you submit a Claim Form online and elect to receive payment electronically by PayPal or Venmo.

What Are My Other Options? You may exclude yourself from the Settlement Class by sending a letter to the Settlement Administrator no later than **July 9, 2024**. 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 Action. You and/or your lawyer have the right to appear before the Court and/or object to the proposed settlement, but you do not have to. Your written objection must be filed no later than **July 9, 2024**. Specific instructions about how to object to, or exclude yourself from, the settlement are available at **www.BleacherReportVPPASettlement.com**. If you file a claim or do nothing, and the Court approves the settlement, you will be bound by all of the Court's orders and judgments. In addition, your claims relating to the alleged disclosure of information to Facebook in this case against the Defendant will be released.

Who Represents Me? The Court has appointed lawyers from the law firms of Edelsberg Law, P.A. and Shamis & Gentile, P.A. to represent you. These attorneys are called Class Counsel. You will not be charged for these lawyers; they will be paid from the settlement. 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 **9:30 a.m. ET on August 8, 2024** in Virtual Court. Please visit the settlement website for instructions on how to access the Virtual Court via Zoom closer to the hearing date. At that hearing, the Court will: hear any objections concerning the fairness of the settlement; determine the fairness of the settlement; decide whether to approve Class Counsel's request for attorneys' fees and costs; and decide whether to award the Class Representatives \$5,000 each from the Settlement Fund 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 one third (33.3%) of the Settlement Benefit, 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, as well as to update your contact information, go to **www.BleacherReportVPPASettlement.com**, or contact the Settlement Administrator at **(833) 522-5155** or by writing to: *Bleacher Report VPPA Settlement*, c/o Kroll Settlement Administration LLC, P.O. Box 5324, New York, NY 10150-5324. You may also contact Class Counsel at **(305) 479-2299** or by emailing **adam@edelsberglaw.com**.

Exhibit B

**ELEVENTH JUDICIAL CIRCUIT COURT
FOR MIAMI-DADE COUNTY, FLORIDA**

Jabari Sellers, et al. v. Bleacher Report, Inc.

Case No. 2024-003537-CA-01

Our Records Indicate You Have Created an Account with *BleacherReport.com* and May Be Entitled to a Payment from a Class Action Settlement.

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

- A settlement has been reached in a class action lawsuit against Bleacher Report, Inc., titled *Jabari Sellers, et al. v. Bleacher Report, Inc.*, Case No. 2024-003537-CA-01, pending in the Eleventh Judicial Circuit Court for Miami-Dade County, Florida (the “Action”). The Action accuses Bleacher Report of disclosing personally identifiable information (“PII”) of account holders to Facebook via the Meta 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.
- You are included if you are a person in the United States who, between **January 25, 2021** and **May 21, 2024**, was a Bleacher Report account holder.
- Persons included in the settlement will be eligible to receive a *pro rata* (meaning equal) portion of the Settlement Fund if they had a Facebook account and accessed a video through the BleacherReport.com website from the same browser where they accessed their Facebook account. The settlement also requires Defendant to have suspended operation of the Meta 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, a U.S. federal district court in Florida, or a Florida state court of general jurisdiction), or without VPPA-compliant consent for the disclosure of the video content viewed to Facebook.

Read this Notice carefully. Your legal rights are affected whether you act, or don’t act.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY AUGUST 23, 2024	This is the only way to receive a payment.
EXCLUDE YOURSELF BY JULY 9, 2024	You will receive no benefits, but you will retain any rights you currently have to sue the Defendant about the claims in this case.
OBJECT BY JULY 9, 2024	Write to the Court explaining why you don’t like the settlement.
GO TO THE HEARING ON AUGUST 8, 2024	Ask to speak in Court about the fairness of the settlement.
DO NOTHING	You won’t get a share of the Settlement Benefit and will give up your rights to sue the Defendant about the claims in this case.

BASIC INFORMATION

1. Why was this Notice issued?

A Court authorized this Notice because you have a right to know about a proposed settlement of this class action lawsuit and about all of your options before the Court decides whether to give final approval to the settlement. This Notice explains the Action, the settlement, and your legal rights.

2. What is a class action?

In a class action, one or more people called the class representative(s) sue on behalf of a group or a “class” of people who have similar claims. In a class action, the court resolves the issues for all class members, except for those who exclude themselves from the class.

3. What is this Action about?

This Action claims that Defendant violated the Video Privacy Protection Act, 18 U.S.C. § 2710, *et seq.* (“VPPA”) by disclosing personally identifiable information (“PII”) to Facebook via the Meta Pixel without consent. The VPPA defines PII to include information that identifies a Person as having requested or obtained specific video materials or services from a video tape service provider. The Defendant denies that it violated any law. The Court has not determined who is right. Rather, the Parties have agreed to settle the Action to avoid the uncertainties and expenses associated with ongoing litigation.

4. Why is there a settlement?

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

WHO’S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Settlement Class?

The Settlement Class is defined as: all Persons in the United States who from January 25, 2021, and through the date the settlement was preliminarily approved, May 21, 2024 (the “Class Period”) were Bleacher Report account holders.

THE SETTLEMENT BENEFITS

6. What does the settlement provide?

Monetary Relief: Defendant has created a Settlement Fund totaling \$4,800,000. Settlement Class Member payments, and the cost to administer the settlement, the cost to inform people about the Settlement, attorneys’ fees, and an incentive award to the Class Representatives will also come out of this fund (*see* Question 13).

Prospective Changes: In addition to this monetary relief, the settlement also requires Defendant to have suspended operation of the Meta 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, a U.S. federal district court in Florida, or a Florida state court of general jurisdiction), or without VPPA-compliant consent for the disclosure of the video content viewed to Facebook.

A detailed description of the settlement benefits can be found in the Settlement Agreement, located on the settlement website.

7. How much will my payment be?

If you are a Settlement Class Member and you had a Facebook account and accessed a video through the BleacherReport.com website from the same browser where you accessed your Facebook account, you may submit a Claim Form to receive a portion of the Settlement Fund. The amount of this payment will depend on how many Settlement Class Members file valid claims. Each Settlement Class Member who files a valid claim will receive a proportionate share of the Settlement Fund. You can contact Class Counsel at (305) 479-2299 to inquire as to the number of claims filed.

8. When will I get my payment?

The hearing to consider the fairness of the settlement is scheduled for **August 8, 2024 at 9:30 am ET**. If the Court approves the settlement, eligible Settlement Class Members whose claims were approved by the Settlement Administrator will receive their payment ninety (90) days after the settlement has been finally approved and/or any appeals process is complete. The payment will be made in the form of a check, unless you submit your Claim Form online and elect to receive payment by PayPal or Venmo. All checks will expire and become void 180 days after they are issued.

HOW TO GET BENEFITS

9. How do I get a payment?

If you are a Settlement Class Member and you want to get a payment, you **must** complete and submit a Claim Form by **August 23, 2024**. Claim Forms can be found and submitted by accessing the online Claim Form, or by printing and mailing a paper Claim Form, copies of which are available for download on the settlement website, www.BleacherReportVPPASettlement.com.

We also encourage you to submit your claim online. Not only is it easier and more secure, but it is completely free and takes only minutes!

REMAINING IN THE SETTLEMENT

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

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

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the lawyers listed in Question 12 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

11. What happens if I do nothing at all?

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

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in the case?

The Court has appointed lawyers from the law firms of Edelsberg Law, P.A. and Shamis & Gentile, P.A. to represent you. These attorneys are called Class Counsel. They believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

13. How will the lawyers be paid?

Class Counsel's attorneys' fees, costs, and expenses will be paid from the Settlement Fund in an amount determined and awarded by the Court. Class Counsel is entitled to seek no more than one third (33.3%) of the Settlement Fund for these items, subject to Court approval. As approved by the Court, the Class Representatives will each be paid an incentive award from the Settlement Fund for helping to bring and settle the case. The Class Representatives will seek no more than \$5,000 each as an incentive award, but the Court may award less than this amount.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I get out of the settlement?

To exclude yourself from the settlement, you must mail or otherwise deliver a letter (or request for exclusion) stating that you want to be excluded from the *Sellers, et al. v. Bleacher Report, Inc.*, Case No. 2024-003537-CA-01 settlement. Your letter or request for exclusion must also include your name, your address, your telephone number, your signature, the name and number of this case, and a statement that you wish to be excluded. You must mail or deliver your exclusion request no later than **July 9, 2024** to:

Bleacher Report VPPA Settlement
c/o Kroll Settlement Administration LLC
P.O. Box 5324
New York, NY 10150-5324

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

No. Unless you exclude yourself, you give up any right to sue the Defendant for the claims being resolved by this settlement.

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

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

OBJECTING TO THE SETTLEMENT

17. How do I object to the settlement?

If you're a Settlement Class Member, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file with the Court a letter or brief stating that you object to the settlement in *Sellers, et al. v. Bleacher Report, Inc.* and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you rely on for your objection(s). Your letter or brief must also include your name, an explanation of the basis upon which you claim to be a Settlement Class Member, the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with your

objection(s), and your signature. If you, or an attorney assisting you with your objection(s), have ever objected to any class action settlement where you or the objecting attorney has asked for or received payment in exchange for dismissal of the objection (or any related appeal) without modification to the settlement, you must include a statement in your objection(s) identifying each such case by full case caption. You must also mail or deliver a copy of your letter or brief to Class Counsel and Defendant’s Counsel listed below.

Class Counsel will file with the Court and post on the settlement website, www.BleacherReportVPPASettlement.com, its request for attorneys’ fees by **July 25, 2024**.

If you want to appear and speak at the Final Approval Hearing to object to the settlement, with or without a lawyer (explained below in answer to Question Number 21), you must say so in your letter or brief. File the objection with the Court and mail a copy to these two different places postmarked no later than **July 9, 2024**.

Court	Class Counsel	Defendant’s Counsel
Eleventh Judicial Circuit For Miami-Dade County, Florida 175 NW 1st Ave Miami, FL 33128	Adam Schwartzbaum Edelsberg Law, P.A. 20900 NE 30 th Ave Aventura, FL 33180	David Yohai Weil, Gotshal & Manges LLP 767 Fifth Ave New York, NY 10153

18. What’s the difference between objecting and excluding myself from the settlement?

Objecting simply means telling the Court that you don’t like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you don’t want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT’S FINAL APPROVAL HEARING

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

The Court will hold the Final Approval Hearing at **9:30 a.m. ET on August 8, 2024** in Virtual Court. Please visit the settlement website for instructions on how to access the Virtual Court via Zoom closer to the hearing date.

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 Class Counsel’s request for attorneys’ fees and expenses; and to consider the request for an incentive award to the Class Representatives. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check the settlement website, www.BleacherReportVPPASettlement.com, or call the Settlement Administrator toll-free at **(833) 522-5155**. If, however, you timely objected to the settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the date of such Final Approval Hearing.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have, but you are welcome to come at your own expense. If you send an objection or comment, you don’t have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it’s not required.

21. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include in your letter or brief objecting to the settlement a statement saying that it is your “Notice of Intent to Appear in *Sellers, et al. v. Bleacher Report, Inc.*, Case No. 2024-003537-CA-01.” It must include your name, address, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your objection and notice of intent to appear must be filed with the Court and postmarked no later than **July 9, 2024**, and be sent to the addresses listed in Question 17.

GETTING MORE INFORMATION

22. Where do I get more information?

This Notice summarizes the settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at the settlement website, www.BleacherReportVPPASettlement.com. You may also write with questions to:

Bleacher Report VPPA Settlement
c/o Kroll Settlement Administration LLC
P.O. Box 5324
New York, NY 10150-5324

You can call the Settlement Administrator at **(833) 522-5155** or Class Counsel at **(305) 479-2299**, if you have any questions. Before doing so, however, please read this full Notice carefully. You may also find additional information elsewhere on the case website.

Exhibit C



830500000000

**The DEADLINE
to submit or mail this
Claim Form is:
August 23, 2024**

Jabari Sellers, et al. v. Bleacher Report, Inc.
Eleventh Judicial Circuit Court for Miami-Dade County, Florida
Case No. 2024-003537-CA-01

For Office Use Only

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 August 23, 2024, or submitted online on or before August 23, 2024 by 11:59 p.m. ET.

Please read the full Notice of this settlement (available at www.BleacherReportVPPASettlement.com) carefully before filling out this Claim Form.

To be eligible to receive any benefits from the settlement obtained in this Action, you must submit this completed Claim Form online at www.BleacherReportVPPASettlement.com or by mail to:

Bleacher Report VPPA Settlement
c/o Kroll Settlement Administration LLC
PO Box 5324
New York, NY 10150-5324

POTENTIAL CASH PAYMENT: You may be entitled to receive a cash payment. The payment will be made in the form of a check unless you submit your Claim form online and elect to receive payment by PayPal or Venmo. If you would like payment through Venmo or PayPal, please submit your Claim Form at www.BleacherReportVPPASettlement.com.

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 MI Last Name

Mailing Address

Mailing Address 2 (apt., unit, suite, etc.)

City State Zip Code

E-mail Address @

(____)____ - _____
Phone Number (optional)

QUESTIONS? CALL (833) 522-5155 TOLL-FREE, OR VISIT WWW.BLEACHERREPORTVPPASETTLEMENT.COM.



83050



CF



Page 1 of 2



830500000000

If your Notice included your Class Member ID, please provide it below:

83050 _____

If your Bleacher Report account is not associated with the mailing address, email address, or phone number you provided above, please provide your Bleacher Report username:

Bleacher Report Username (optional)

PART TWO: SUBSCRIPTION INFORMATION

To qualify for a cash payment, you must have, between January 25, 2021 and May 21, 2024:

- (1) had a Bleacher Report account;
- (2) had an active Facebook account;
- (3) accessed or viewed a video on BleacherReport.com and not through the Bleacher Report app; and
- (4) accessed or viewed a video on BleacherReport.com from the same browser you accessed or have accessed Facebook.

PART THREE: ATTESTATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury under the laws of the United States of America that between January 25, 2021 through May 21, 2024, I (1) had a Bleacher Report account; (2) had an active Facebook account; (3) accessed or viewed a video on BleacherReport.com and not through the Bleacher Report app; and (4) accessed or viewed a video on BleacherReport.com from the same browser you accessed or have accessed Facebook. I further attest that all of the information on this Claim Form is true and correct to the best of my knowledge. I understand that my Claim Form may be subject to audit, verification, and Court review.

SIGNATURE

_____/_____/_____
DATE (mm/dd/yyyy)

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

QUESTIONS? CALL (833) 522-5155 TOLL-FREE, OR VISIT WWW.BLEACHERREPORTVPPASETLEMENT.COM.



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Page 2 of 2

Exhibit D

Subject: Bleacher Report VPPA - Notice of Class Action Settlement

Class Member ID: <<Refnum>>

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Jabari Sellers, et al. v. Bleacher Report, Inc.

Eleventh Judicial Circuit Court for Miami-Dade County, Florida

Case No. 2024-003537-CA-01

**Our Records Indicate You Have Created an Account with
BleacherReport.com 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, Bleacher Report, Inc., disclosed personally identifiable information (“PII”) of its account holders to Facebook via the Meta 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 Settlement Class Member? Our records indicate you may be a Settlement Class Member. Settlement Class Members are all Persons in the United States who, between January 25, 2021 and May 21, 2024, were Bleacher Report account holders.

What Can I Get? If approved by the Court, Defendant will establish a Settlement Fund of \$4,800,000 to pay all valid claims submitted by the Settlement Class, together with notice and administration expenses, attorneys’ fees and costs, and an incentive award for the Class Representatives. If you are a Settlement Class Member who had a Facebook account, and who accessed a video through the BleacherReport.com website from the same browser where you accessed your Facebook account, you may submit a claim to receive a *pro rata* share of the Settlement Fund. The Settlement also requires Defendant to have suspended operation of the Meta 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, a U.S. federal district court in Florida, or a Florida state court of general jurisdiction), or without 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 August 23, 2024**. You can file a claim by accessing the [online Claim Form](#). Your payment will come by check unless you submit a Claim Form online and elect to receive payment electronically by PayPal or Venmo.

What Are My Other Options? You may exclude yourself from the Settlement Class by sending a letter to the Settlement Administrator no later than **July 9, 2024**. 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 Action. You and/or your lawyer have the right to appear before the Court and/or object to the proposed settlement, but you do not have to. Your written objection must be filed no later than **July 9, 2024**. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at www.BleacherReportVPPASettlement.com. If you file a claim or do nothing, and the Court approves the Settlement, you will be bound by all of the Court's orders and judgments. In addition, your claims relating to the alleged disclosure of information to Facebook in this case against the Defendant will be released.

Who Represents Me? The Court has appointed lawyers from the law firms of Edelsberg Law, P.A. and Shamis & Gentile, P.A. to represent you. These attorneys are called Class Counsel. You will not be charged for these lawyers; they will be paid from the settlement. 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 **9:30 a.m. ET on August 8, 2024** in Virtual Court. Please visit the settlement website for instructions on how to access the Virtual Court via Zoom closer to the hearing date. At that hearing, the Court will: hear any objections concerning the fairness of the settlement; determine the fairness of the settlement; decide whether to approve Class Counsel's request for attorneys' fees and costs; and decide whether to award the Class Representatives \$5,000 each from the Settlement Fund 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 one third (33.3%) of the Settlement Benefit, 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, as well as to update your contact information, go to www.BleacherReportVPPASettlement.com, or contact the Settlement Administrator at **(833) 522-5155** or by writing to:

Bleacher Report VPPA Settlement
c/o Kroll Settlement Administration LLC
P.O. Box 5324, New York, NY 10150-5324

You may also contact Class Counsel at **(305) 479-2299** or by emailing adam@edelsberglaw.com.

Exhibit E

Exclusion List

Count	Record Identification Number
1	83050GSPR5CS0
2	83050GDJDDQV5
3	83050HGVVD61H
4	83050HGVYY9DB
5	83050HG4DGB18
6	83050HFYW9MVG
7	83050HGCH491R
8	83050HFT5Y2HS
9	83050GZJMHVDV

EXHIBIT C

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO. 2024-003537-CA-01

**JABARI SELLERS and
SIMEON EVANS**, *themselves, and on
behalf of all others similarly situated,*

Plaintiffs,

v.

BLEACHER REPORT, INC.,

Defendant.

CLASS ACTION

JURY TRIAL DEMANDED

**JOINT DECLARATION OF CLASS COUNSEL IN SUPPORT OF
MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT**

We, Adam A. Schwartzbaum, Edwin E. Elliott, Andrew J. Shamis, and Scott Edelsberg,
declare as follows:

1. We are counsel of record for Plaintiffs and designated as Class Counsel for the conditionally certified Settlement Class. We submit this declaration in support of Plaintiffs' Agreed Motion for Final Approval of Class Settlement. Unless otherwise noted, we have personal knowledge of the facts set forth in this Declaration and could and would testify competently to them if called upon to do so.

2. The Parties' agreed to the terms of the Settlement through experienced counsel who possessed all the information necessary to evaluate the case, determine all the contours of the proposed class, and reach a fair and reasonable compromise after negotiating the terms of the Settlement at arms'-length before a neutral mediator. Accordingly, the proposed Settlement is exceedingly fair, and well within the range of final approval.

3. The Parties completed negotiations and reached agreement on all class-wide relief and substantive terms before turning to negotiating attorneys' fees, expenses, and the incentive award and the incentive award in arm's-length negotiations mediated by Judge Wolfson (Ret.).

4. The Settlement was not conditioned on any amount of attorneys' fees for Class Counsel or Incentive Awards for Plaintiffs, which speaks to the fundamental fairness of the process.

5. The claims process here is straightforward, easy to understand for Settlement Class members, and designed so that they can easily submit a claim to their portion of the Settlement Fund.

6. A review of the factors related to the fairness, adequacy and reasonableness of the Settlement demonstrates that it fits well within the range of reasonableness, such that Final Approval is appropriate.

7. Plaintiffs and Class Counsel recognize that despite their belief in the strength of Plaintiffs' claims, and Plaintiffs' and the Class's ability to ultimately secure a favorable judgment at trial, the expense, duration, and complexity of protracted litigation would be substantial and the outcome of trial uncertain.

8. As set forth in the Motion for Preliminary Approval, the Settlement Fund made available to the class here is more than reasonable, given the complexity of the litigation and the significant risks and barriers that loomed in the absence of settlement including, but not limited to, potential dispositive motions, Defendant's assertion of various legal challenges, and additional motion practice including a motion for class certification and motions for summary judgment, plus trial and potential appellate review following a final judgment.

9. This case presented substantial risk of non-recovery. While Plaintiffs believe they would likely prevail on their claims, they are also aware of the serious risks inherent in their claims. Notably, while numerous putative class actions have been brought under the VPPA, no plaintiff has prevailed on a contested class certification motion, and none have survived summary judgment. On the contrary, the only VPPA case to ever reach that stage has lost on both motions. *See generally In re Hulu Privacy Litig.*, No. C 11–03764 LB, 2014 WL 2758598 (N.D. Cal. June 17, 2014) (denying class certification of VPPA claim); *In re Hulu Privacy Litig.*, 86 F. Supp. 3d 1090 (N.D. Cal. 2015) (granting summary judgment for defendant on VPPA claim); *In re Vizio II*, 2019 WL 12966638, at *7 (noting the risks inherent in the VPPA claim). Even if Plaintiffs prevailed on their VPPA claim at trial, “Plaintiffs’ ultimate recovery would be largely dependent on discretionary statutory damages, which the Court could wholly or partially decline to award.” *In re Vizio II*, 2019 WL 12966638, at *7. In other words, Plaintiffs could win at every stage of this litigation and, after years of work, receive *nothing* because damages under the VPPA are discretionary. 18 U.S.C. § 2710(c)(2)(A) (“[t]he Court *may award*” damages) (emphasis added).

10. Further, since the Parties reached a settlement in principal in this matter, several courts dismissed VPPA putative class actions brought pursuant to the same “Facebook Pixel” theory at issue here based on grounds Defendant could raise here. *See, e.g., Pileggi v. Washington Newspaper Publ'g Co., LLC*, No. CV 23-345 (BAH), 2024 WL 324121, at *10 (D.D.C. Jan. 29, 2024); *Rancourt v. Meredith Corp.*, No. 22-cv-10696-ADB, 2024 WL 381344, at *17 (D. Mass. Feb. 1, 2024); *Gardner v. MeTV*, No. 22 CV 5963, 2024 WL 779728, (N.D. Ill. Feb. 15, 2024). The VPPA is a rapidly evolving area of law as applied to the instant facts. As it stands, the plaintiffs in *Pileggi*, *Rancourt*, and *Gardner* took a gamble on this unsettled area of the law, lost on the pleadings, and class members in these actions will now receive nothing. By contrast, Plaintiffs

here chose to settle their claims in light of this risk, and Settlement Class Members will now receive substantial relief.

11. In light of the risks presented by continued litigation, Plaintiffs and Class Counsel believe that the relief provided by the settlement weighs heavily in favor of a finding that the settlement is fair, reasonable, and adequate and well within the range of approval.

12. The Settlement is the best vehicle for Settlement Class Members to receive the relief to which they are entitled in a prompt and efficient manner.

13. The response from the Settlement Class has been overwhelmingly positive: Of the nearly 2,694,721 identified potential Settlement Class Members, only nine (9) class members have requested exclusion in response to the notice. *See* Declaration of Settlement Administrator (“Admin. Decl.”), ¶ 20. Moreover, neither Class Counsel nor the Settlement Administrator are aware of any objections from class members.

14. The Settlement provides substantial material benefits to the Settlement Class: a \$4.8 million non-reversionary fund from which each Settlement Class Member who submits a valid and approved Claim Form will receive a *pro rata* portion of the Settlement in cash. Moreover, Defendant will not knowingly resume operation of the Meta Pixel on any pages on Defendant’s Website accessible in the United States that both include video content and have a URL that substantially identifies the video content requested or obtained from that page, without VPPA-compliant consent for the disclosure of video content viewed to Facebook unless and until the VPPA is amended, repealed, or otherwise invalidated (including by judicial decision). This compares favorably with other privacy settlements under the VPPA. *See, e.g., In re Vizio, Inc., Consumer Privacy Litig.*, 2019 WL 12966638, at *4 (C.D. Cal. July 31, 2019) (“In re Vizio II”) (VPPA settlement where each class member was estimated to receive “\$16.50 per claimed Smart

TV”); *Florentino v. Flosports, Inc.*, Case No. 1:22-cv-11502, ECF No. 63 (D. Mass. Aug. 23, 2023) (VPPA settlement of \$2.625 million for 639,000 class members, equating to \$2.50 per class member after requested fees and costs). Indeed, in several VPPA settlements approved by courts, and unlike here, class members did not receive any monetary compensation, as the proceeds of the settlement predominately went to *cy pres* or charity recipients rather than individual class members. *In re Netflix Privacy Litig.*, 2013 WL 1120801, at *1 (N.D. Cal. Mar. 18, 2013) (VPPA settlement where balance of settlement proceeds, after payment of attorneys’ fees and settlement administration expenses, went to *cy pres* rather than to class members); *Lane v. Facebook, Inc.*, 696 F.3d 811, 817 (9th Cir. 2012) (same); *see e.g., In re TikTok, Inc., Consumer Priv. Litig.*, 565 F. Supp. 3d 1076, 1089 (N.D. Ill. 2021); (observing that “[s]ettlements under the VPPA typically achieve *cy pres*-only relief worth a few dollars or less per class member.”).

BACKGROUND AND PROCEDURAL HISTORY

15. This putative class action was originally filed on January 25, 2023, in the United States District Court for the Northern District of California against Defendant Bleacher Report, Inc. alleging violations of the Video Privacy Protection Act, 18 U.S.C. § 2710 *et seq.* (the “VPPA”) *Sellers v. Bleacher Report, Inc.*, No. 3:23-cv-00368, ECF No. 1 (N.D. Cal. Jan. 25, 2023). The material allegations of the complaint center on Defendant’s alleged disclosure of its subscribers’ personally identifiable information, as defined under the VPPA, to Meta Platforms, Inc. (“Meta”), formerly known as Facebook, without permission via the Meta Pixel, a business advertising and analytical offered by Meta, in violation of the VPPA.

16. On April 6, 2023, Defendant filed a motion to dismiss and/or strike under Rule 12(b)(6), arguing, *inter alia*, that Plaintiff failed to state a claim upon which relief could be granted and that the class allegations should be struck pursuant to a class action waiver in Defendant’s

terms of use. *Id.* at ECF No. 22. Plaintiff filed his opposition brief on May 17, 2023, (*id.* at ECF No. 44), and Defendant filed its reply brief on June 22, 2023 (*id.* at ECF No. 53).

17. On that same day, Defendant concurrently moved to stay discovery while the motion to dismiss was pending. *Id.* at ECF No. 25. Plaintiff filed his opposition brief on May 17, 2023 (*id.* at ECF No. 45), and Defendant filed its reply brief on June 22, 2023 (*id.* at ECF No. 56).

18. On July 25, 2023, the court heard oral argument on Defendant's motion to dismiss and/or strike and motion to stay discovery. *Id.* at ECF No. 61. On July 28, 2023, the court denied Defendant's motion to dismiss and/or strike and motion to stay discovery. *Id.* at ECF No. 62.

19. Following denial of the motions, Defendant answered Plaintiff's complaint on August 29, 2023, by denying the allegations generally and raising fifteen (15) affirmative defenses. *Id.* at ECF No. 70.

20. 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. The Parties later began discussions to determine whether the action could be settled. The Parties stipulated to stay the case and extend deadlines pending the mediation and the Court granted that stipulation on October 18, 2023.

21. Those settlement discussions culminated in a daylong mediation conducted before the Honorable Judge Freda L. Wolfson (Ret.), a former United States District Court Judge for the District of New Jersey and a neutral at Lowenstein Sandler on January 17, 2024. As part of the mediation, and to competently assess their relative negotiating positions, the Parties exchanged information on the merits of this case, including on issues such as the size and scope of the putative class, and certain facts related to the strength of Defendant's potential 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. At the end of the mediation, the Parties reached an agreement in principle on all material terms of a class action settlement, contingent on drafting and court approval of a full suite of settlement documents.

22. While the parties were negotiating and finalizing the terms of the settlement, Plaintiff Sellers voluntarily dismissed the federal action against Defendant without prejudice on February 27, 2024. Later that day, Plaintiffs filed this Action in this Court. Thereafter, on April 29, 2024, the Parties reached agreement on all material terms of a class action settlement and executed the Agreement. Soon after, Plaintiffs moved for preliminary approval of the Settlement, which the Court granted on May 21, 2024.

CLASS COUNSEL EXPERIENCE AND EXPERTISE

23. Class Counsel are highly experienced in class actions throughout the United States, including cases involving consumer privacy, as demonstrated by their firm resumes, and have brought that significant experience to bear in litigating and settling this case. *See* Firm Resumes attached hereto as **Exhibit A** (Shamis & Gentile) and **Exhibit B** (Edelsberg Law).

24. Class Counsel collectively have decades of experience litigating consumer class actions and have litigated and settled dozens of class actions involving deceptive practices, including privacy violations, and other types of allegedly wrongful conduct by corporations. Class Counsel's skill, expertise, and efficiency have resulted in numerous multimillion-dollar results in various genres of class actions nationwide.

25. Class Counsel possess experience successfully prosecuting complex class actions on other VPPA privacy cases. *See Waller et al. v. Times Publishing Co.*, No. 2023-027889-CA-01

(Fla. 17th Cir. Ct.) (appointed Shamis & Gentile and Edelsberg attorneys as class counsel in Pixel-based VPPA class action settlement); *Czarnionka v. The Epoch Times Association, Inc.*, Case No. 1:22-cv-06348 (S.D.N.Y.) (counsel of record for VPPA class action where a class wide settlement was finally approved).

THE REQUESTED FEE IS REASONABLE

26. Class Counsel has not been paid for their extensive efforts in securing the Settlement benefits for the Settlement Class and has not been reimbursed for litigation costs and expenses incurred. For their extensive work prior to the filing of the complaint and throughout the pre-trial and settlement phases of this litigation, Class Counsel is seeking the equivalent of one third of the Settlement Fund or \$1,600,000.00, to be paid from the Fund.

27. The total lodestar of all the law firms that worked on this case is **\$667,755.00**, broken down by firm as follows:

- a. Shamis & Gentile, P.A. – \$318,105.00
- b. Edelsberg Law, P.A. – \$349,650.00

28. The attorneys' fee request of one-third of the common fund results in a lodestar multiplier of **2.4**.

29. The total costs and expenses incurred by all of the law firms in this Action are \$20,455.08, broken down by firm as follows:

- a. Shamis & Gentile, P.A. – \$10,088.70
- b. Edelsberg Law, P.A. – \$10,366.38

30. The retention agreements with the Plaintiffs in this case are contingent fee agreements. No payment of attorneys' fees would occur in this case but for a fee award in an individual or class settlement. Consistent with standard-contingent fee agreements in individual

cases, were the case to settle on an individual basis, Class Counsel agreed to set its fees at 33.33% of any recovery. Class Counsel took on this case with no guarantee they would receive any compensation for their work, which occupied significant resources at Class Counsel firms even before this case was filed almost three years ago. Public interest is served by rewarding attorneys who assume representation on a contingent basis with an enhanced fee to compensate them for the risk that might be paid nothing at all for their work. This practice encourages attorneys to assume this risk and allows plaintiffs who would otherwise not be able to hire an attorney to obtain competent counsel.

31. Since Class Counsel began prosecuting this matter, they have devoted **838.2** hours to the successful pursuit of this Action. Class Counsel's dedication to this matter and expenditure of substantial time, effort, and resources have brought this complex litigation to a successful resolution. Cognizant of the need to work efficiently, Class Counsel coordinated their work to avoid duplication of effort. These hours were reasonably expended over the course of this litigation. Class Counsel's work included: (a) conducting extensive, pre-suit factual investigations and forensic analysis of the Meta Pixel; (b) drafting and researching the initial complaint; (c) consulting with experts to understand technical specifications of the Meta Pixel and Defendant's Website; (d) researching novel legal issues in a rapidly evolving area of the law; (e) responding to the motion to dismiss and/or strike, a motion to stay discovery, and opposing a request for judicial notice; (f) drafting subpoenas to Meta and conferring with Meta's counsel regarding same; (g) propounding written discovery requests and preparing responses to written discovery requests; (h) review and analysis of class data; (i) drafting a detailed mediation statement and participating in a full-day mediation session in New York, New York; (j) holding numerous calls with defense counsel regarding settlement; (k) negotiating comprehensive settlement and notice documents; (l)

drafting and filing the complaint filed in this Court; (m) overseeing and monitoring the notice program; (n) responding to numerous inquiries from Settlement Class Members; the drafting of the preliminary and final approval papers.

32. Going forward, Class Counsel's work in this litigation is far from over. Class Counsel will commit significant ongoing time and resources to presenting the Settlement to the Court at the Final Approval Hearing, the continued administration of the Settlement, responding to Settlement Class Member's inquiries concerning the Settlement and the claims process, and overseeing and coordinating distribution of the settlement funds to the Settlement Class Members.

33. Throughout the litigation, Class Counsel made every effort to operate as efficiently as possible and to avoid unnecessary duplication between counsel.

34. Given the experience, reputation, skill, and results obtained for the clients by Class Counsel, their hourly rates are reasonable and are well within those customarily charged in this locale for services of a similar nature.

35. Class Counsel's lodestar multiplier is also reasonable because it will decrease as Class Counsel continues to invest time and resources in administering the Settlement, answering Settlement Class Members' inquiries, and overseeing distribution of the settlement funds to Settlement Class Members.

SHAMIS & GENTILE'S LODESTAR

36. Shamis & Gentile devoted the time and resources of its attorneys and staff to ensure the vigorous prosecution of the claims brought on behalf of the putative class in this litigation.

37. The current hourly rates for the Shamis & Gentile's attorneys that have worked on this action, as well as their hours spent working on the action as of July 25, 2024, and their corresponding lodestar, are as follows:

Timekeeper	Title	Years Practicing	Current Hourly Rate	Hours Worked	Lodestar
Andrew J. Shamis	Partner	11 years	\$900	103.2	\$92,880.00
Edwin E. Elliott	Partner	4 years	\$650	346.5	\$225,225.00
TOTALS:				449.7	\$318,105.00

38. These records were prepared from contemporaneous time records regularly prepared and maintained by Shamis & Gentile in the usual course and manner of the firm. Shamis & Gentile maintains detailed records regarding the amount of time spent by the firm, and the lodestar calculation is based on the firm's current billing rates. These records are available for review, *in camera*, at the request of the Court. This lodestar does not include estimated hours that Shamis & Gentile will incur in overseeing and monitoring the settlement administration.

39. The hourly rates for the attorneys of my firm included above are the same as the regular rates charged for their services in non-contingent matters and/or which have been accepted in other complex or class action litigation, subject to subsequent annual increases.

40. Shamis & Gentile incurred costs of \$10,366.38 in litigating this action, consisting of the following categories of costs:

Category	Expenses
Mediation	\$8,085.66
Court Costs	\$415.04
Expert Fees	\$689.65
Travel	\$898.35
Total	\$10,088.70

EDELSBERG LAW'S LODESTAR

41. Edelsberg Law has devoted the time and resources of its attorneys and staff to ensure the vigorous prosecution of the claims brought on behalf of the putative class in this litigation.

42. The current hourly rates for the Edelsberg Law attorneys that have worked on this action, as well as their hours spent working on the action as of July 25, 2024, and their corresponding lodestar, are as follows:

Timekeeper	Title	Years Practicing	Current Hourly Rate	Hours Worked	Lodestar
Scott Edelsberg	Partner	12 years	\$900	97	\$87,300.00
Adam Schwartzbaum	Partner	13 years	\$900	291.5	\$262,350.00
TOTALS:				388.5	\$349,650.00

43. These records were prepared from contemporaneous time records regularly prepared and maintained by Edelsberg Law in the usual course and manner of the firm. Edelsberg Law maintains detailed records regarding the amount of time spent by the firm, and the lodestar calculation is based on the firm's current billing rates. These records are available for review, *in camera*, at the request of the Court. This lodestar does not include estimated hours that Edelsberg Law will incur in overseeing and monitoring the settlement administration

44. The hourly rates for the attorneys my firm included above are the same as the regular rates charged for their services in non-contingent matters and/or which have been accepted in other complex or class action litigation, subject to subsequent annual increases.

45. Edelsberg Law incurred costs of \$10,366.38 in litigating this action, consisting of the following categories of costs:

Category	Expenses
Mediation	\$8,085.66
Court Costs/PHV	\$719.00
Service of Process	\$238.04
Travel	\$1,323.68
Total	\$10,366.38

CLASS COUNSEL’S RATES ARE ROUTINELY APPROVED

46. Class Counsel has general familiarity with the range of hourly rates typically charged by Plaintiffs’ class action counsel in the geographical area where my firm practices and throughout the United States, both on a current basis and historically. From that basis, Class Counsel is able to conclude that the rates charged by my firm are commensurate with those prevailing in the market for such legal services furnished in complex class action litigation such as this. Class Counsel’s rates have been approved in numerous other complex class action cases in courts, including but not limited to: *Davis, et. al. v. Geico Casualty Company, et. al.*, No. 19-cv-02477 (S.D. Ohio 2023) (ECF No. 229); *South, et. al. v. Progressive Select Insurance Company, et. al.*, No. 19-cv-21760 (S.D. Fla. 2023) (ECF No. 258); *Soto-Melendez v. Banco Popular de Puerto Rico*, No. 3:20-cv-01057 (D.P.R. 2023) (ECF No. 128); *Black v. USAA Casualty Ins. Co.*, No.: 1:21-cv-01363-LMM (N.D. Ga. 2023) (ECF No. 69); *Andrews v. State Auto Mut. Ins. Co.*, No. 2:21-CV-5867 (S.D. Ohio 2023) (ECF No. 51); *Ostendorf v. Grange Indem. Ins. Co.*, No. 2:19-CV-1147 (S.D. Ohio 2020) (ECF No. 46); *Czarnionka v. The Epoch Times Association, Inc.*, Case No. 1:22-cv-06348, (S.D.N.Y. 2024) (ECF 106).

THE INCENTIVE AWARD IS JUSTIFIED

47. Plaintiffs' participation has been instrumental in the prosecution and ultimate settlement of this action. Here, Plaintiffs spent substantial time on this action, including by: (i) assisting with the investigation of this action and the drafting of the complaint; (ii) being in contact with counsel frequently; (iii) providing records and documents to counsel; and (iv) staying informed of the status of the action, including settlement.

We declare, under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated this 25th day of July, 2024 at Miami, Florida.

s/Adam A. Schwartzbaum

Dated this 25th day of July, 2024 at Miami, Florida.

s/ Scott Edelsberg

Dated this 25th day of July, 2024 at Miami, Florida.

s/ Andrew J. Shamis

Dated this 25th day of July, 2024 at Miami, Florida.

s/ Edwin E. Elliott

EXHIBIT A

EDELSBERG **LAW**

MIAMI

**20900 NE 30TH AVE #417 AVENTURA, FL 33180
786 289 9471 | EDELSBERGLAW.COM**

ABOUT US

Your Trusted Class Action Law Firm. We are a dedicated class action firm committed to providing wide-ranging legal representation focused on delivering for our clients. Edelsberg Law is one of the top class action and commercial litigation law firms in the country.

THE EDELSBERG LAW PROMISE

Never shying away from litigating large consumer national class actions, Edelsberg Law is trusted by clients across the country to represent their interests and resolve their legal matters.

OUR MISSION

The attorneys and legal professionals at Edelsberg Law take pride in offering the highest caliber legal representation. We strive to help those that need help vindicating their rights and do not shy away from the difficult cases. If we take your case, we promise to work hard, efficient, and in your best interest.

SETTLEMENTS

Defranks V. Nastygal Class Settlement For \$5 Million Case No. 19-Cv-23028 (S.D. Fla 2020), Picton V. Greenway Dodge Class Settlement For \$2,745,000 Case No. 19-Cv-196-Orl (M.D. Fla 2020), Ostendorf V. Grange Indem. Ins. Co. Class Settlement For \$12 Million Case No. 2:19-Cv-1147, 2020 WI 134169 (S.D. Ohio 2020), Banks V. Fuccilloo Affiliates Of Florida Class Settlement For \$1,854,260 Case No. 19-Cv-00227 (M.D. Fla 2020), Goldschmidt V. Rack Room CLASS SETTLEMENT FOR \$25.9 MILLION Case No. 18-CV-21220 (S.D. FLA 2020), PENA V. LEX LAW CLASS SETTLEMENT FOR \$11.5 MILLION Case No. 18-CV-24407 (S.D. FLA 2020), Cortazar V. Ca Ventures Class Settlement For \$600,000 Case No. 19-Cv-22075 (S.d. Fla 2020), Albrecht V. Oasis Power Class Settlement For \$11 Million Case No. 18-Cv-1061 (S.D. Fla 2020), Robley V. Ids Property Casulaty Ins. Co. Class Settlement For \$275,000 Case No. 2019-022263-Ca-01 (Fla. 11th Cir. Ct.), Bracero V. Mendota Ins. Co. Class Settlement For \$1.1 Million Case No. 2019-015886-Ca-01 (Fla. 11th Cir. Ct.), Avila-Preciado V. Horace Mann Property & Casualty Insurance Co. Class Settlement for \$290,000 Case No. 19-Ca-004683 (Fla. 20th Cir. Ct.), Colon V. Direct General Ins. Co. Class Settlement For \$780,000 Case No. 2019-Ca-1636 Oc, (Fla. 9th Cir. Ct.), Junior Et Al. V. Infinity Auto Insurance Company Over \$20 Million Settlement For Unpaid Sales Tax And Certain Fees, Final Approval Pending Case No. 6:18-Cv-01598-Wwbejk (M.D. Fla), Smart Et Al. V. Auto Club Insurance Et Al. Class Settlement For Over \$850,000 Case No. 19-Ca-005580 (Fla. 13th Cir. Ct.), Suarez V. Mapfre Insurance Co. Of Florida Class Settlement For \$800,000 Case No. 2019-020729-Ca-01 (Fla. 11th Cir. Ct.), George V. Peachtree Casualty Insurance Co. Class Settlement For \$580,000 Case No. Ca-19-674 (Fla. 7th Cir. Ct.), Dunleavy V. Surinse Detox Class Settlement For \$500,000 Case No. 18-Cv-25090 (S.D. Fla 2019), Eisenband V. Schumacher Automative Class Settlement For \$5 Million Case No. 9:18-Cv-80911 (S.D. Fla 2019), Poirier V. Cubamax Class Settlement For \$800,000 Case No. 1:18-Cv-23240 (S.D. Fla 2019), Mclean V. Osborn Class Settlement For \$800,000 Case No. 18-Cv-81222 (S.D. Fla 2019), Bloom V. Jenny Craig Class Settlement For \$3 Million Case No. 1:18-Cv-21820 (S.D. Fla 2019), Papa V. Greico Ford Class Settlement For \$4.9 Million Case No. 18-21897 (S.D. Fla 2019), Wijesinha V. Susan B. Anthony Class Settlement For \$1,017,430 Case No. 18-Cv-22880 (S.D. Fla 2019), Halperin V. Youfit Heath Clubs Class Settlement For \$1,418,635 Case No. 18-Cv-61722 (S.D. Fla 2019), Dipuglia V. U.S. Coachways, Inc. Class Settlement For \$2.6 Million Case No. 17-23006-Civ (S.D. Fla 2018), Gottlieb V. Citgo Class Settlement For \$8.3 Million Case No. 9:16-81911 (S.D. Fla 2017), Masson V. Tallahassee Dodge Jeep Chrysler, Llc. Class Settlement For \$850,000 Case No. 1-17-Cv-22967 (S.D. 2017), Stathakos V. Columbia Sportswear Company Obtained Classwide Injunctive Relief Case No. 4:15-Cv-04543 (N.D. California 2017).



SCOTT EDELSBERG

PARTNER

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Scott Edelsberg's broad-based litigation experience representing both plaintiffs and defendants provides him with an invaluable perspective when prosecuting claims on behalf of consumers who have been harmed by corporate wrongdoing.

Scott Edelsberg is the founding partner of Edelsberg Law, PA and focuses his practice in the areas of class actions, consumer fraud and personal injury.

In connection with his representation in class action matters, Edelsberg has litigated cases in multiple state and federal jurisdictions throughout the country, including two multi-district litigation proceedings. In those cases, Edelsberg has won contested class certification motions, defended dispositive motions, engaged in data-intensive discovery and worked extensively with economics and information technology experts to build damages models. His efforts have led to numerous class settlements, resulting in millions of dollars in relief for millions of class members.

Edelsberg is a native of South Florida and earned a Bachelor of Arts degree in Political Science from the University of Michigan. While at Michigan, he was awarded the Michigan Merit Scholar award and served as an intern for the Washtenaw County Public Defender's office. Edelsberg went on to receive a Juris Doctor degree, Cum Laude, from the University of Miami School of Law. While attending law school, he was on the Dean's List, a member of the International and Comparative Law Review, a Merit Scholarship recipient and served as an Equal Justice for America Fellow.

EDUCATION

University of Miami School of Law,
J.D. - 2012

University of Michigan, B.A. - 2009

BAR ADMISSIONS

Florida
California

COURT ADMISSIONS

Southern District of Florida
Middle District of Florida

PRIMARY PRACTICE

Class Action



ADAM SCHWARTZBAUM

PARTNER

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Adam Schwartzbaum is a Partner at Edelsberg Law in Miami, Florida, where he plays a leading role representing individuals in class action litigation across the country. Adam has a wealth of experience representing both plaintiffs and defendants in state and federal court and at the trial and appellate levels. Adam's passion for using the law to better the lives of ordinary people makes him a fierce advocate for his clients and a champion for justice. Further, Adam has helped recover over \$1.6 billion for his clients over the course of his legal career.

Adam was previously a partner at The Moskowitz Law Firm, where he worked on some of the country's largest class actions and multi-district litigation cases. Adam directly represented many survivors of the Champlain Towers South Condominium Collapse Litigation in the firm's role as lead counsel for the economic loss victims and helped achieve a historic \$1.1 billion settlement. Adam also worked directly with Co-Lead Counsel to help organize and run two federal multi-district litigations: the FieldTurf Artificial Turf Marketing and Sales Practices Litigation, and the Erie COVID-19 Business Interruption Insurance Protection Litigation. Other representative matters include the Transamerica and Lincoln cost of insurance litigation; the COVID-19 student fee cases against Florida public schools, including appeals in all of Florida's District Courts of Appeal; several Ponzi scheme cases on behalf of investors against both principals and aiders and abettors; suits challenging illegal and deceptive and unfair business practices in the insurance industry; and a certified issue class concerning the Fort Lauderdale Water Main Break against Florida Power & Light and several of its subcontractors that was affirmed on appeal and resulted in a trial victory for the certified class. Adam also chaired the firm's busy appellate practice, utilizing his twelve years of appellate experience to lead over a dozen appeals in the Florida District Courts of Appeal and the federal Circuit Courts of Appeal. For example, Adam helped lead a team of lawyers to brief and argue *Cherry v. Dometic*, 986 F.3d 1296 (11th Cir. 2021), an appeal that resulted in an opinion clarifying and revising the "ascertainability" standard to the benefit of class action plaintiffs across the country.

Adam began his legal career with a defense-oriented practice split between appellate and trial level advocacy. At Weiss Serota Helfman Cole & Bierman, Adam represented many local governments, as well as businesses and individuals, in both state and federal court, in a variety of commercial disputes and lawsuits involving complex constitutional and statutory issues. Prior to that, Adam practiced complex commercial litigation at White & Case.

Adam was raised in the Cuban-Jewish community in Miami Beach. He attended Brandeis University as a Justice Brandeis Scholar where he earned a Bachelor of Arts with highest honors and graduated summa cum laude and Phi Beta Kappa. Adam performed a year of national service in Washington, D.C. with City Year before attending the University of Pennsylvania Law School as a Levy Scholar. Adam was a Senior Editor of the University of Pennsylvania Law Review (which published his scholarship) and a member of the Penn Moot Court Board. Adam was President of the Penn Law student chapter of the American Constitution Society and was honored for his outstanding contributions to pro bono work on behalf of workers and children in Philadelphia.

Since 2015, Adam has served on the Board of Directors of Nu Deco Ensemble, Miami's 21st Century chamber orchestra, and is currently the corporate Secretary. Adam is the founder and Team Captain for Jewish Community Service's Miami Marathon and Half Marathon Team Blue Card, which since 2013 has raised over half a million dollars to support indigent Holocaust Survivors. Adam also sits on the Board of Directors of Temple Menorah in Miami Beach.

EDUCATION

Brandeis University, B.A., 2007

University of Pennsylvania Law School,
2011

BAR ADMISSIONS

Florida Bar

Southern District of Florida

Middle District of Florida

Eleventh Circuit Court of Appeals

Third Circuit Court of Appeals

AWARDS & RECOGNITION

Rising Star, Super Lawyer Magazine,
2018, 2019, 2020, 2021, 2022, 2023

Miami Dade County Bar Association
"40 Under 40" Award (2023)

Palm Beach Media Group
Top Lawyers, 2023

PRIMARY PRACTICE

Class Action



GABRIEL MANDLER

SENIOR ASSOCIATE

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Gabriel Mandler is a Senior Associate at Edelsberg Law. His practice focuses on multi-state consumer class action litigation, representing clients in both state and federal courts at the trial and appellate levels.

Gabriel has experience litigating a broad range of class action disputes, including employment discrimination, insurance disputes and mass torts. Gabriel previously worked at Stroock & Stroock & Lavan LLP, where he was part of a team in the remedial phase of a Title VII class action that recovered approximately \$2 billion for African American and Latino teachers who were discriminated against by New York City's Board of Education. Gabriel also has extensive experience handling complex commercial litigation disputes through trial.

A Miami native, Gabriel graduated magna cum laude from the University of Miami School of Law, where he was a member of the Business Law Review and Charles C. Papy, Jr. Moot Court Board. During this time, Gabriel interned for the Honorable Jonathan Goodman, a United States Magistrate Judge for the Southern District of Florida. Prior to law school, Gabriel earned his Bachelor of Arts Degree in Journalism and Communications from the University of Florida.

EDUCATION

University of Miami Law School, J.D.
University of Florida, B.A.



RACHEL DAPEER OF COUNSEL

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Rachel Dapeer's practice focuses on multi-state consumer class action litigation and complex commercial litigation. She handles a broad range of disputes involving insurance policies, fraudulent business practices, labeling claims, and other consumer matters.

Rachel is of-counsel at Edelsberg Law and manages her own law firm, Dapeer Law, P.A. where her litigation practice spans a variety of industries including real estate, automotive, banking and retail. Prior to joining Edelsberg law, Rachel was an Associate at Greenspoon Marder, LLP., where she represented businesses and individuals in a variety of disputes involving breach of contract, commercial transactions, fraud, business torts, deceptive and unfair trade practices, tax lien and real estate litigation.

Rachel attended undergraduate school at the University of North Carolina at Chapel Hill (B.S.B.A., 2007) and obtained a Juris Doctorate degree from Cardozo Law School (J.D., 2011). Before returning home to Miami, Rachel practiced in New York City at Windels, Marx, Lane & Mittendorf, LLP, representing lenders, financial institutions, and servicers with complex tax lien and mortgage foreclosure proceedings.

EDUCATION

Cardozo Law School, J.D. - 2011

University of North Carolina,
B.S., B.A. - 2007

EXHIBIT B



SHAMIS & GENTILE, P.A.

CLASS ACTION LAW FIRM

Our Firm

Shamis & Gentile, P.A. has and continues to provide outstanding legal services in the Florida, New York, Texas, Georgia, Illinois, Ohio, Arizona, Missouri, and Washington communities. Shamis & Gentile, P.A. distinguishes itself because of our experience and legal resources to handle virtually any case involving class action, mass tort, mass arbitration, personal injury, personal injury protection, and contract disputes. Specifically, as it relates to class actions, Shamis & Gentile, P.A. has filed and litigated thousands of banking, insurance, data privacy, deceptive and unfair trade practice and product liability cases, often through contested class certification and even until trial. At Shamis & Gentile, P.A. our seasoned attorneys are some of the most innovative and progressive attorneys in the profession. Often, Shamis & Gentile, P.A. is called upon to litigate and settle cases that other law firms may not be able to handle on their own.

Shamis & Gentile, P.A. is committed to practicing law with the highest level of integrity in an ethical and professional manner. We are a diverse firm with lawyers and staff from all walks of life. Our lawyers and other employees are hired and promoted based on the quality of their work and their ability to treat others with respect and dignity.

Who We Are

Andrew Shamis is the managing partner at Shamis & Gentile, P.A. Mr. Shamis heads the class action and mass torts divisions of the firm, where his extensive experience in civil litigation has gained him the reputation of an attorney who can deliver where it matters the most, monetary results for his clients. Mr. Shamis has recovered over 1 billion dollars for consumers and plaintiffs throughout the country through his relentless, expertise, and calculated approach. Mr. Shamis is routinely certified class counsel and has successfully litigated over 10,000 civil cases in his young career.

Mr. Shamis is admitted to practice law in the states of Arizona, Florida, Georgia, Illinois, Missouri, New York, Ohio, Texas, and Washington as well as the U.S. District Courts for the Southern, Middle, and Northern Districts of Florida, Northern, Eastern, Western, and Southern Districts of New York, Northern, Southern, Central Districts of Illinois, Northern, Middle, and Southern Districts of Georgia, Eastern and Western Districts of Michigan, Eastern and Western Districts of Wisconsin, Northern and Southern Districts of Ohio, Eastern and Western Districts of Missouri, Eastern, Western, and Northern Districts of Oklahoma, Northern, Western, Eastern, and Southern Districts of Texas, Southern District of Indiana, U.S. District Court of Colorado, U.S. District Court of Connecticut, U.S. District Court of Arizona, and the U.S. District Court of Nebraska.

Mr. Shamis specializes in Consumer Protection Class Action Litigation, Mass Torts, Mass Arbitration, Personal Injury, Wrongful Death, as well as General Civil Litigation.

Angelica Gentile is a named partner at Shamis & Gentile P.A. Ms. Gentile heads the catastrophic injury, personal injury, and personal injury protection divisions of Shamis & Gentile, P.A. Ms. Gentile is recognized throughout the legal community as an extremely professional and efficient attorney. Ms. Gentile is admitted to practice law in both Florida and Texas and has extensive civil litigation experience, involving hundreds of depositions and motions throughout the state of Florida. Ms. Gentile not only prides herself in collecting millions of dollars in benefits owed to clients, but also in forging long lasting, successful relationships with clients.

Ms. Gentile specializes in Personal Injury, Personal Injury Protection, Class Action Litigation (TCPA, banking, insurance breach of contract, data breach, unfair and deceptive trade practices), Wrongful Death, Wrongful Termination, as well as General Civil Litigation.

Garrett Berg is a partner at Shamis & Gentile, P.A. and leads the firm's Data Privacy department. Mr. Berg's practice involves all aspects of federal and state civil litigation with a focus on consumer-protection class action lawsuits. Mr. Berg has been responsible for recovering millions of dollars owed to clients and class members across the nation and has litigated hundreds of cases.

Edwin Elliott is a partner at Shamis & Gentile, P.A. Mr. Elliott's practice involves all aspects of complex, high-level class action litigation. Mr. Elliott represents clients in federal and state courts across the nation in class actions involving consumer fraud, deceptive and unfair trade practices, false advertising, predatory financial services, digital privacy, and complex insurance disputes. Having prosecuted numerous class actions through all stages of the litigation process, Mr. Elliott's work has contributed to hundreds of millions in recoveries for consumers.

Our staff sets the standard on being innovative and technologically savvy. This innovation and use of fully customized cutting-edge case management software allows us to create an unparalleled level of customer service and attention to detail with our clients, which has led to an exceptional growth rate rarely seen in law firms.

Shamis & Gentile, P.A. has the resources, infrastructure and staff to successfully represent large putative classes. The attorneys and staff are not simply litigators, but directors of creating successful results with the ultimate level of satisfaction by the clients.

Class Actions

Shamis & Gentile, P.A. has initiated and served as both lead counsel and co-lead counsel in hundreds of class actions, many of which have generated internet articles. Currently, the firm serves as lead counsel or co-counsel on over 300 class action lawsuits. The lawsuits range from all Districts of Florida to the Central District of California. Shamis & Gentile, P.A. has also successfully settled many Class Action cases prior to verdict.

Prominent Class Action Settlements

Over the years, Shamis & Gentile attorneys have obtained outstanding results in some of the most well-known cases.

- *Andrews v. State Auto Mut. Ins. Co.*, No. 2:21-CV-5867 (S.D. Ohio 2023) (\$6,500,000.00 Class Settlement)
- *Arevalo, et. al. v. USAA Casualty Insurance Company, et. al.*, No. 2020CI16240 (Bexar County, Texas 2023) (\$4,089,287.50 Class Settlement)
- *Albrecht v. Oasis Power, LLC*, No. 1:18-cv-1061 (N.D. Ill. 2018) (\$7,000,000.00 Class Settlement)
- *Bloom v. Jenny Craig, Inc.*, No. 1:18-cv-21820-KMM, 2018 U.S. Dist. LEXIS 151686 (S.D. Fla. 2018) (\$3,000,000.00 Class Settlement)
- *Davis, et. al. v. Geico Casualty Company, et. al.*, No. 19-cv-02477 (S.D. Ohio 2023) (\$5,756,500.00 Class Settlement)
- *DeFranks v. Nastygal.com USA Inc.*, No. 19-cv-23028-DPG (S.D. Fla. 2019) (\$4,025,000.00 Class Settlement)
- *Deleon III, et. al. v. Direct General Insurance Company, et. al.* No. 19-CA-001636 (Fla. 9th Cir. Ct.) (\$2,450,000.00 Class Settlement)
- *Dipuglia v. US Coachways, Inc.*, No. 17-23006-Civ, 2018 U.S. Dist. LEXIS 72551 (S.D. Fla. 2018) (\$2,600,000.00 Class Settlement)
- *Eisenband v. Schumacher Automotive, Inc.*, No. 18-cv-01061 (S.D. Fla 2018) (\$5,000,000.00 Class Settlement)
- *Gottlieb v. Citgo Corporation*, No. 16-cv-81911 (S.D. Fla. 2016) (\$8,300,000.00 Class Settlement)
- *Jacques, et. al. v. Security National Insurance Company*, No. CACE-19-002236 (Fla. 17th Cir. Ct.) (\$6,000,000.00 Class Settlement)
- *Jones v. Washington State Employee's Credit Union*, No. 20-2-06596-5 (Superior Court of the State of Washington, County of Pierce) (\$2,400,000.00 Class Settlement)
- *McPheeters v. United Services Automobile Association and Garrison Property and Casualty Ins. Co.*, No. 1:20-CV-00414-TSB (S.D. Ohio 2022) (\$10,250,00.00 Class Settlement)
- *Middleton v. Liberty Mut. Ins. Co.*, No. 1:20-cv-00668-DRC (S.D. Ohio 2023) (\$14,404,00.00 Class Settlement)
- *Hinds-Thomas et al. v. LM General Insurance Company et al.*, No. 22SL-CC04131 (Circuit Court of St. Louis County, MO) (\$8,669,083.00 Class Settlement)

- *Ostendorf v. Grange Indem. Ins. Co.*, No. 2:19-CV-1147 (S.D. Ohio 2020) (\$12,000,000.00 Class Settlement)
- *Papa v. Greico Ford Fort Lauderdale, LLC*, No. 1:18-cv-21897 (S.D. Fla. 2018) (\$4,800,000.00 Class Settlement)
- *Pena v. John C. Heath, Attorney at Law, PLLC, d/b/a Lexington Law Firm*, No. 18-cv-24407-UU (S.D. Fla. 2018) (\$11,450,863.00 Class Settlement)
- *Petit Beau, et. al., v. Ocean Harbor Casualty Insurance Company*, No. CACE-18-029268 (Fla. 17th Cir. Ct.) (\$4,500,000.000 Class Settlement)
- *Picton v. Greenway Chrysler-Jeep-Dodge Inc. d/b/a Greenway Dodge Chrysler Jeep*, No. 19-cv-00196-GAP-DCI (M.D. Fla. 2019) (\$2,745,000.00 Class Settlement)
- *Soto-Melendez v. Banco Popular de Puerto Rico*, No. 3:20-cv-01057 (D.P.R. 2023) (\$5,500,00.00 Class Settlement)
- *South, et. al. v. Progressive Select Insurance Company, et. al.*, No. 19-cv-21760 (S.D. Fla. 2023) (\$48,800,000.00 Class Settlement)

More About Shamis & Gentile, P.A.

To learn more about our firm, please visit www.shamisgentile.com, or view links to our blogs at <https://www.sflinjuryattorneys.com/blog/>.