

**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content and have a URL that substantially identifies the video content viewed, unless and until the VPPA is amended, repealed, or otherwise invalidated (including by judicial decision on the use of website pixel technology by the United States Supreme Court, any federal court of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.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM BY AUGUST 23, 2024</b>	This is the only way to receive a payment.
<b>EXCLUDE YOURSELF BY JULY 9, 2024</b>	You will receive no benefits, but you will retain any rights you currently have to sue the Defendant about the claims in this case.
<b>OBJECT BY JULY 9, 2024</b>	Write to the Court explaining why you don’t like the settlement.
<b>GO TO THE HEARING ON AUGUST 8, 2024</b>	Ask to speak in Court about the fairness of the settlement.
<b>DO NOTHING</b>	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](http://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](http://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](http://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 <sup>th</sup> 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](http://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](http://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.