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

VISHAL SHAH, and JAYDEN KIM, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

FANDOM, INC.,

Defendant.

Case No. 3:24-cv-01062-RFL

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Judge: Hon. Rita F. Lin

1 WHEREAS, pursuant to Fed. R. Civ. P. 23(a), 23(b)(3), and 23(e), the Parties seek entry
2 of an Order Granting Final Approval of the Settlement fully executed on October 9, 2025 (ECF
3 No. 73-1) (the “Settlement Agreement”), which, together with its attached exhibits, sets forth the
4 terms and conditions for a proposed Settlement of the Action and dismissal of the Action with
5 prejudice;

6 WHEREAS, the Court granted preliminary approval of the Settlement on December 16,
7 2025; and

8 WHEREAS, the Court has read and considered the Settlement and its exhibits, and
9 Plaintiffs’ Motion for Final Approval of Class Action Settlement;

10 **IT IS HEREBY ORDERED** as follows:

11 1. **Defined Terms.** This Order incorporates by reference the definitions in the
12 Settlement, and all terms used in this Order shall have the same meanings as set forth in the
13 Settlement Agreement.

14 2. **Class Certification for Settlement Purposes Only:** The Court finds, solely for
15 purposes of the Settlement, that the Rule 23 criteria for certification of the Settlement Class exists
16 in that: (i) the Settlement Class is so numerous that joinder of all Settlement Class Members in
17 the Action is impracticable; (ii) there are questions of law and fact common to the Settlement
18 Class that predominate over any individual questions; (iii) the claims of the Settlement Class
19 Representatives are typical of the claims of the Settlement Class; (iv) the Class Representatives
20 and Class Counsel have and will continue to fairly and adequately represent and protect the
21 interests of the Settlement Class; and (v) a class action is superior to all other available methods
22 for the fair and efficient adjudication of the controversy.

23 3. **Class Definition:** Pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3), the Court
24 certifies, solely for purposes of effectuating the Settlement, the following Settlement Class: all
25 all persons who accessed www.gamespot.com, or any of its subdomains, in California and had
26 their information collected by the Trackers between January 5, 2023 to the present, meaning the
27 Effective Date of the Settlement. Excluded from the Settlement Class are (1) any Judge or
28 Magistrate presiding over this Action and members of their families; (2) the Defendant, its

1 subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant
2 or its parents have a controlling interest and their current or former officers, directors, agents,
3 attorneys, and employees; (3) persons who properly execute and file a timely request for
4 exclusion from the class; and (4) the legal representatives, successors or assigns of any such
5 excluded persons.

6 4. Class Representatives and Class Counsel: The Court appoints Bursor & Fisher,
7 P.A. as Class Counsel for the Settlement Class. The Court appoints Vishal Shah and Jayden Kim
8 as the Class Representatives.

9 5. Class Notice: Notice of the pendency of this action as a class action and of the
10 proposed settlement was given to Settlement Class Members in a manner reasonably calculated
11 to provide the best notice practicable under the circumstances. The form and method of notifying
12 the Settlement Class Members of the pendency of the Action as a class action and of the terms
13 and conditions of the proposed Settlement met the requirements of Fed. R. Civ. P. 23, Due
14 Process, and any other applicable law, and constituted due and sufficient notice to all persons
15 and entities entitled thereto. The record establishes that the Settlement Administrator served the
16 required notices under the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, with the
17 documentation required by 28 U.S.C. §§ 1715(b)(1-8).

18 6. Approval of the Settlement: The Court finds that the requirements of Rule 23(e)
19 of the Federal Rule of Civil Procedure and other laws and rules applicable to final settlement
20 approval of class actions have been satisfied, and the Court approves the settlement of this Action
21 as memorialized in the Settlement Agreement as being fair, just reasonable and adequate to the
22 Settlement Class Members. The Court further finds that the Settlement Agreement substantially
23 fulfills the purposes and objectives of the class action and provides substantial relief to the
24 Settlement Class Members without the risks, burdens, costs or delays associated with continued
25 litigation, trial and/or appeal. The Settlement is not a finding or admission of liability by the
26 Defendant or any other person, nor a finding of the validity of any claims asserted in the Action
27 or of any wrongdoing or any violation of law.

1 7. The Court has considered and finds Class Counsel and the Class Representatives
2 have adequately represented the Settlement Class Members. Plaintiffs, by and through their
3 counsel, have investigated the pertinent facts and law, and have evaluated the risks associated
4 with continued litigation, class certification, trial, and/or appeal. The Court finds that the
5 Settlement was reached in the absence of collusion, is the product of informed, good-faith, arms-
6 length negotiations between the parties and their capable and experienced counsel.

7 8. The Court finds that the Settlement is effective in appropriately distributing relief
8 to the Settlement Class in light of the claims and defenses asserted, that the method of processing
9 Settlement Class Member claims is reasonable and appropriate, and that the Settlement treats all
10 Settlement Class Members equitably relative to each other.

11 9. The Court has evaluated this overall reaction of the Class to the Settlement and
12 finds that the overall acceptance of the Settlement by Settlement Class Members supports the
13 Court’s conclusion that the Settlement Agreement is in all respects fair, reasonable, adequate,
14 and in the best interests of the Settlement Class Members.

15 10. Disbursement of Settlement Fund: The Parties are directed to consummate the
16 Settlement Agreement in accordance with its terms and conditions. The parties are authorized to
17 disburse funds from the Settlement Fund in accordance with the terms and conditions of the
18 Settlement Agreement.

19 11. Settlement Administrator: Epiq Systems, Inc. (“Epiq”) is finally appointed to
20 continue to serve as the Settlement Administrator. The Settlement Administrator is directed to
21 process all Claim Forms in accordance with the Settlement Agreement. Class Counsel and
22 Counsel for Defendant are hereby authorized to employ all reasonable procedures in connection
23 with administration of the Settlement Agreement that are not materially inconsistent with this
24 Order or the Settlement Agreement.

25 12. Settlement Administration Expenses: The Court authorizes the payment of the
26 Settlement Administration Expenses from the Settlement Fund pursuant to Paragraphs 1.26 and
27 1.30 of the Settlement.
28

1 13. Attorneys' Fees, Costs and Expenses: Pursuant to Fed. R. Civ. P. 23(h), the Court
2 hereby awards Class Counsel total attorneys' fees, costs, and expenses in the amount of
3 \$399,962.96.

4 14. Service Awards: The Court awards \$5,000 each to Plaintiffs Vishal Shah and
5 Jayden Kim as service awards for their participation in this matter.

6 15. Dismissal: The Action is hereby dismissed with prejudice and without costs as
7 against Defendant and the Released Parties.

8 16. Releases: Plaintiffs and all Settlement Class Members (except any such person
9 who has filed a proper and timely request for exclusion) and all persons acting on behalf of or in
10 concert with any of the above, are hereby permanently barred and enjoined from instituting,
11 commencing or prosecuting, either directly or in any other capacity, any and all of the Released
12 Claims against any of the Released Parties. The Court finds that issuance of the permanent
13 injunction described in this paragraph is necessary and appropriate in aid of the Court's
14 jurisdiction over this Action and to protect and effectuate this Order.

15 17. Retaining Jurisdiction. This Court shall maintain continuing jurisdiction over
16 these settlement proceedings to ensure the effectuation thereof for the benefit of the Class, and
17 for any other necessary purpose. Without further order of the Court, the settling parties may
18 agree to reasonably necessary extensions of time to carry out any of the provisions of the
19 Settlement Agreement.

20 18. Schedule for Distribution of the Settlement Fund. The Court hereby enters the
21 following schedule for the administration of the Settlement:

Event	Proposed Deadline
Effective Date	May 29, 2026
Payment of Class Counsel's Attorneys' Fees (90%), Costs, and Expenses	June 8, 2026
Payment of Service Awards	June 29, 2026
Defendant to Pay the Settlement Fund Into the Escrow Account	July 3, 2026
Payments to Settlement Class Members with Approved Claims	August 27, 2026
Post-Distribution Interim Accounting	September 17, 2026
Distribution of Remaining Attorneys' Fees (10%)	September 27, 2026

Event	Proposed Deadline
Distribution of Uncashed Settlement Checks to Settlement Class Members With Approved Claims, Or To <i>Cy Pres</i>	February 23, 2027
Final Distribution Accounting	March 16, 2027

IT IS SO ORDERED.

Date: _____

Hon. Rita F. Lin
United States District Judge

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