

EXHIBIT A

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UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION

ZARA LEVENTHAL, individually and on)	
behalf of all others similarly situated,)	Case Number: 3:22-cv-01330-LB
)	
Plaintiff,)	
)	SETTLEMENT AGREEMENT
vs.)	
)	
STREAMLABS, LLC,)	
)	
Defendant.)	
)	
)	

1 This Settlement Agreement (“Agreement” or “Settlement Agreement”) is entered into as of
2 the Effective Date by and between Plaintiff Zara Leventhal (“Plaintiff”), on the one hand, and
3 Defendant Streamlabs, LLC (“Defendant” or “Streamlabs”), on the other hand. As used herein, the
4 term “Party” refers to Defendant or Plaintiff and the term “Parties” refers to Defendant and Plaintiff,
5 collectively.

6 **I. RECITALS**

7 1.1. On March 2, 2022, plaintiff (“Plaintiff”) filed a putative class action complaint
8 against Streamlabs in the United States District Court for the Northern District of California,
9 entitled *Zara Leventhal, et al. v. Streamlabs, LLC*, Case No. 3:22-cv-01330-LB (the “Action”).
10 The Complaint alleged that Streamlabs violated the California Consumers Legal Remedies Act
11 (“CLRA”), Cal. Civ. Code §§1750 et seq., and the California Unfair Competition Law (“UCL”),
12 Cal. Bus. & Prof. Code §§17200 et seq. (ECF 1).

13 1.2. The Action alleges, on behalf of a nationwide class, that Streamlabs deceived
14 consumers into signing up for a subscription product, Streamlabs Pro, that has an automatic
15 monthly fee of \$5.99. Streamlabs allows content creators to stream their videos on platforms (such
16 as YouTube) and to collect donations from viewers through third-party payment processors (such
17 as PayPal). Streamlabs Pro allows donors to add GIFs or other effects (such as hearts, stars, or
18 confetti) to messages that accompany the viewers’ donations. Plaintiff alleged she added a GIF
19 and was automatically enrolled in Streamlabs Pro at a monthly fee of \$5.99. Plaintiff alleged
20 Streamlabs’ conduct was deceptive because it suggested that Streamlabs Pro was a one-time fee
21 and did not disclose that the \$5.99 monthly fee would renew automatically, in violation of the
22 CLRA and the UCL.

23 1.3. Pursuant to California Civil Code §1782, Plaintiff served the Notice and Demand
24 required by the CLRA on Streamlabs, informing Streamlabs that its alleged conduct was in
25 violation of the CLRA, in particular California Civil Code §1770, and demanded that Streamlabs
26 rectify such violations on a class-wide basis (“CLRA Demand”).

27 1.4. On May 12, 2022, Streamlabs sent a response to Plaintiff’s CLRA Demand, and on
28 May 26, 2022, Streamlabs sent a second response to Plaintiff’s CLRA Demand, in which

1 Streamlabs maintained Plaintiff's complaint and her CLRA Demand did not state a claim, and
2 described changes to Streamlabs' website made in March 2022 and on May 17, 2022, partly in
3 response to Plaintiff's CLRA Demand Letter and also in a good faith effort to ensure the pages
4 meet CLRA standards as permitted by Civil Code § 1782(e).

5 1.5. The parties negotiated a proposed form of protective order regarding the treatment
6 of confidential documents, which was entered by the Court on June 17, 2022. (ECF 28.).

7 1.6. On July 5, 2022, Plaintiff filed an Amended Class Action Complaint (the
8 "Complaint") (ECF 31) alleging violations of the CLRA and the UCL. Defendant filed a motion
9 to dismiss the Complaint (ECF 32, 41, 43), which Plaintiff opposed (ECF 39). The Court denied
10 Defendant's motion to dismiss in its entirety on December 23, 2022 (ECF 54).

11 1.7. The parties thereafter engaged in discovery proceedings pursuant to Rules 33 and
12 34 of the Federal Rules of Civil Procedure and conducted meet and confer proceedings to resolve
13 discovery disputes.

14 1.8. The parties jointly selected a mediator from JAMS, John Bates ("Mediator"),
15 prepared mediation statements for the mediator, and participated in a mediation session before the
16 JAMS mediator on September 28, 2023. The mediation was unsuccessful and the Parties continued
17 with their discovery efforts.

18 1.9. The Mediator continued his efforts, however, and the Parties were able to reach a
19 mediated resolution of the Action, providing for a cash settlement for the class of \$4.4 million
20 ("Settlement Fund"), plus the costs of providing notice to the Settlement Class members and the
21 costs of administration of the Settlement.

22 1.10. In connection with this settlement, Plaintiff seeks to represent a settlement class
23 consisting of all Persons in the United States who, during the period March 3, 2018 through May
24 17, 2022, were enrolled in a Streamlabs Pro automatic renewal subscription after adding a GIF or
25 effect to their donation, and were then billed a monthly fee for the subscription (after their first
26 charge for their initial GIF or effect).

27 1.11. Streamlabs denies all of Plaintiff's allegations and charges of wrongdoing or
28 liability against it arising out of any of the alleged conduct, statements, acts or omissions alleged,

1 or that could have been alleged, in the Action. Streamlabs also denies that any person has suffered
2 damage or harm by reason of any alleged conduct, statement, act or omission of Streamlabs.
3 Streamlabs further denies that the Action meets the requisites for certification as a class action
4 under Rule 23 of the Federal Rules of Civil Procedure, except for purposes of settlement, or that
5 the evidence is sufficient to support a finding of liability on any of the claims in the Action.

6 1.12. Before filing and while prosecuting the Action, Plaintiff's Counsel conducted a
7 comprehensive examination and investigation of the facts and law. Plaintiff's Counsel has analyzed
8 and evaluated the merits of all of Plaintiff's contentions and this Agreement as it affects members
9 of the Settlement Class. Among the risks of continued litigation are the possibility that the Court
10 will decline to certify a class; that summary judgment will be entered against Plaintiff; and/or that
11 Plaintiff will be unable to prove liability, damages, or entitlement to injunctive relief and damages
12 at trial on a classwide or individual basis.

13 1.13. Plaintiff and Plaintiff's Counsel, after taking into account the foregoing, along with
14 the risks and costs of further litigation, are satisfied that the terms of this Agreement are fair,
15 reasonable, adequate, and equitable, and that a settlement of the Action and the prompt provision
16 of effective relief to the Settlement Class are in the best interests of the members of the Settlement
17 Class.

18 1.14. While continuing to deny all allegations of wrongdoing and disclaiming any liability
19 with respect to any and all claims, Streamlabs considers it desirable to resolve the Action on the
20 terms stated herein, in order to avoid further burden, expense, inconvenience, and interference with
21 its ongoing business operations. Streamlabs desires to resolve finally and completely the pending
22 and potential claims of Plaintiff and the Settlement Class.

23 1.15. This Agreement is contingent upon the issuance by the Court of both Preliminary
24 Approval and Final Approval. Should the Court not issue Preliminary Approval and Final
25 Approval, Streamlabs does not waive, and instead expressly reserves, its rights to defend against
26 the claims in the Action.

27 1.16. This Agreement reflects a compromise between Plaintiff and Streamlabs (each a
28 "Party" and collectively, the "Parties"), and shall in no event be construed as or be deemed an

admission or concession by any Party of the truth, or lack thereof, of any allegation or the validity, or lack thereof, of any purported claim or defense asserted in any of the pleadings in the Action, or of any fault on the part of Streamlabs, and all such allegations are expressly denied. Nothing in this Agreement shall constitute an admission of liability or be used as evidence of liability, by or against any Party hereto.

1.17. The Parties agree that the Action between Plaintiff and the Settlement Class, on the one hand, and Streamlabs, on the other hand, shall be fully and finally compromised, settled, and released on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, and of the releases and dismissals of claims described below, the Parties agree to this Agreement, subject to Court approval, under the following terms and conditions:

II. DEFINITIONS

Capitalized terms in this Agreement shall be defined as follows:

2.1. “Action” means the lawsuit currently pending in the United States District Court for the Northern District of California, styled as *Zara Leventhal, et al. v. Streamlabs, LLC*, Case No. 3:22-cv-01330-LB.

2.2. “Agreement” means this Settlement Agreement, including all exhibits hereto.

2.3. “Claim Administrator” means a third-party administrator selected by Streamlabs, subject to approval by Plaintiff, and approved by the Court.

2.4. “Claim Filing Deadline” means the date sixty (60) days after the entry of a Final Approval Order.

2.5. “Claim Form” means the form Settlement Class Members must submit to obtain the Settlement Benefits available through the settlement in substantially the same form as Exhibit 3 hereto.

2.6. “Claim Period” means the period beginning on the Notice Date and continuing until the Claim Filing Deadline.

1 2.7. “Class Notice” means, collectively, the Long Form Notice and Email Notice, and in
2 substantially the same form as Exhibits 1-2 , and the Online Advertisement Notices, as discussed
3 in Part V.

4 2.8. “Class Period” means March 3, 2018 through May 17, 2022, both dates inclusive.

5 2.9. “Court” means the United States District Court for the Northern District of
6 California.

7 2.10. “Defendant” means Streamlabs LLC.

8 2.11. “Effective Date” means the effective date of the settlement, as defined in Section
9 8.11.

10 2.12. “Email Notice” means the Court-approved form of notice to Settlement Class
11 Members in substantially the same form as Exhibit 2.

12 2.13. “Excluded Persons” are (1) all officers, and directors, and employees of Streamlabs
13 and members of their families; (2) all officers, directors, and employees of Logitech and members
14 of their families; (3) the Mediator, and any member of his immediate family; (4) any government
15 entity; (5) any Settlement Class Members who have received refunds of all the monies that they
16 paid for their Streamlabs Pro subscriptions; and (6) any Persons who timely opt out of the
17 Settlement Class. The Settlement Class also does not include Persons who were billed only the
18 initial amount for their GIF or effect and were not billed for any other recurring charges.

19 2.14. “Final Approval” means issuance of judgment, substantially in the form of Exhibit
20 5, granting final approval of this Agreement as binding upon the Parties.

21 2.15. “Incentive Award” means any award sought by application to and approval by the
22 Court that is payable to Plaintiff to compensate her for her efforts in bringing the Action and/or
23 achieving the benefits of this Settlement on behalf of the Settlement Class, as further discussed in
24 Section 7.2.

25 2.16. “Long Form Notice” means the Court-approved form of notice to Settlement Class
26 Members in substantially the same form as Exhibit 1.

27 2.17. “Named Plaintiff” means Zara Leventhal.
28

1 2.18. “Net Settlement Fund” or “Settlement Benefits” mean the Settlement Fund of \$4.4
2 million, less the amount of attorneys’ fees, costs, and expenses awarded to Plaintiff’s Counsel and
3 the amount of any Incentive Award to the Plaintiff approved by the Court.

4 2.19. “Notice Date” means a date that is no later than twenty-one (21) days after
5 Preliminary Approval.

6 2.20. “Objection Deadline” means the date 21 days after Plaintiff moves for entry of an
7 order of Final Approval.

8 2.21. “Online Advertisement Notices” means the Court-approved forms of online
9 publication notice to Settlement Class Members to be prepared by the Claim Administrator.

10 2.22. “Opt-Out Deadline” means the date 21 days after Plaintiff moves for entry of an
11 order of Final Approval.

12 2.23. “Streamlabs’s Counsel” means Davis Wright Tremaine LLP.

13 2.24. “Parties” means Plaintiff and Streamlabs, collectively.

14 2.25. “Party” means any one of Plaintiff or Streamlabs.

15 2.26. “Person(s)” means, without limitation, any natural person, group of natural persons,
16 firm, business, corporation, partnership, government agency, board, association, proprietorship,
17 organization, or any other legal or business entity.

18 2.27. “Plaintiff” means Zara Leventhal.

19 2.28. “Plaintiff’s Counsel,” “Class Counsel,” or “Settlement Class Counsel” mean the law
20 firms of Wolf Popper LLP and Berman Tabacco, individually and collectively.

21 2.29. “Preliminary Approval” means issuance of an order, substantially in the form of
22 Exhibit 4, granting preliminary approval of the settlement described in this Agreement.

23 2.30. “Released Claims” means the claims released as set forth in Section 9.4 of this
24 Agreement.

25 2.31. “Released Parties” means Streamlabs LLC, together with its predecessors,
26 successors and assigns; the past, present, and future, direct and indirect, member and managers,
27 parents, subsidiaries, companies under common control, and affiliates of any of the above and each
28 of their respective past, present, and future principals, trustees, partners, officers, directors,

employees, agents, attorneys, advisors, insurers, predecessors, successors (including, without limitation, acquirers of all or substantially all of their assets, stock, or other ownership interests), assigns, representatives, heirs, executors, and administrators of any of the above.

2.32. “Settlement Class” means:

All Persons in the United States who, during the period March 3, 2018 through May 17, 2022, were enrolled in a Streamlabs Pro automatic renewal subscription after adding a GIF or effect to their donation, and were then billed a monthly charge for the subscription (after their first charge for their initial GIF or effect).

2.33. “Settlement Website” means an internet website created and maintained by the Claim Administrator. The URL of the Settlement Website shall be “www.StreamlabsClassActionSettlement.com”.

2.34. “Valid Claim” means a claim submitted in compliance with Part IV of this Agreement, as further described in that Part.

III. WEBSITE UPDATES

3.1. Streamlabs acknowledges it updated its website partly in response to Plaintiff’s CLRA Demand Letter and also in a good faith effort to ensure the pages meet CLRA standards as permitted by Civil Code § 1782(e). Streamlabs agrees that it will not revert to prior versions of its website. This Agreement shall not otherwise impose any limitations on Streamlabs’s future marketing of its Streamlabs Pro subscription.

IV. MONETARY SETTLEMENT BENEFITS AND CLAIMS ADMINISTRATION

4.1. Every Settlement Class Member shall have the right to submit a claim for Settlement Benefits. A claim shall be a Valid Claim only if submitted on the Claim Form pursuant to, and in compliance with, the procedures set forth herein. Submission of a claim, regardless of whether it is determined to be a Valid Claim, shall confer no rights or obligations on any Party, any Settlement Class Member, or any other Person except as expressly provided herein.

1 4.2. At the election of the Settlement Class Member, Claim Forms may be submitted in
2 paper via first class mail or online at the Settlement Website. Claim Forms must be mailed such
3 that they are received by the Claim Administrator (not just postmarked) or submitted online no later
4 than the Claim Filing Deadline. Claim Forms received or submitted online after that date will not
5 be Valid Claims. The Claim Administrator will track Claim Forms with unique security identifiers
6 or control numbers issued to Persons who seek to file a claim.

7 4.3. The Claim Administrator shall be responsible for designing the Claim Form, subject
8 to the Parties' approval, and ensuring it requests sufficient information to determine the validity of
9 submitted claims and to prevent the payment of invalid or fraudulent claims. Streamlabs will
10 provide the Claim Administrator emails, payment dates, and amounts to verify each claim. On the
11 Claim Form, the Settlement Class Member must certify the truth and accuracy of the following
12 under the penalty of perjury, including by signing the Claim Form physically or by e-signature, or
13 the claim will not be considered a Valid Claim by the Claim Administrator:

- 14 (a) The Settlement Class Member's name and physical address;
- 15 (b) That all sections of the Claim form are completed truthfully, accurately, and
16 completely;
- 17 (c) The Settlement Class Member's email address;
- 18 (d) That the Settlement Class Member made one or more monthly payment(s)
19 for a Streamlabs Pro subscription during the Class Period which was not
20 refunded by or on behalf of Streamlabs Pro.

21 4.4. For avoidance of doubt, the Claim Administrator may require Settlement Class
22 Members to provide additional information, on the Claim Form or otherwise, to facilitate the
23 identification of Valid Claims, as well as fraudulent or otherwise invalid claims, or to resolve any
24 Settlement Class Member disputes lodged with the Claim Administrator regarding denied claims
25 or the amount paid on Valid Claims.

26 4.5. Each Settlement Class Member who submits a Valid Claim shall receive a refund
27 of the claimed amount in excess of their first monthly charge if there are sufficient funds in the Net
28 Settlement Fund. If the Net Settlement Fund, after attorneys' fees, costs, expenses, and any

1 Incentive Award approved by the Court are deducted is insufficient to pay all Valid Claims, the
2 payments to Settlement Class Members who file Valid Claims shall be pro-rated.

3 4.6. The Claim Administrator shall be responsible for processing Claim Forms and
4 administering the Settlement Website, opt-out process, and Settlement Benefit claims process
5 described herein. The Claim Administrator shall use industry standard efforts to validate claims
6 and any supporting documentation. The Claim Administrator shall use adequate and customary
7 procedures and standards to prevent the payment of fraudulent claims and pay only Valid Claims.
8 The Claim Administrator will approve Valid Claims and issue payment based upon the terms and
9 conditions of the Agreement and may reject Claims that are invalid or evidence waste, fraud, or
10 abuse. The determination of the validity of all claims shall occur within 90 days after the end of
11 the Claim Period. The Claim Administrator shall approve or deny all claims, and its decision shall
12 be final, binding, and non-appealable by the Settlement Class Members.

13 4.7. The Claim Administrator and Parties shall have the right to audit claims, and the
14 Claim Administrator may request additional information from claimants. Neither Plaintiff nor
15 Streamlabs, nor their respective counsel, shall have any liability whatsoever for any act or omission
16 of the Claim Administrator.

17 4.8. Within thirty (30) days after the Effective Date, the Claim Administrator shall email
18 all Settlement Class Members whose claims are denied to provide the reasons for denial, at the
19 email address (if any) provided by the Settlement Class Member on the Claim Form. If no email
20 address is provided by the Class Member on the Claim Form, the Claim Administrator shall send
21 the reasons for such denial by first class mail to the address of the Class Member on the Claim
22 Form. Plaintiff's or Streamlabs's choice not to audit the validity of any one or more Claim Forms
23 shall not constitute or be construed as a waiver or relinquishment of any audit or other rights as to
24 any other Claim Forms, individually or as a group, and similarly shall not be construed as a waiver
25 or relinquishment by Plaintiff or Streamlabs as to any of its audit and other rights under the
26 Settlement Agreement. No Person shall have any claim against Plaintiff, Streamlabs, Plaintiff's
27 Counsel, Streamlabs's Counsel, or the Claim Administrator based on any determination of a Valid
28 Claim, distributions, or awards made in accordance with this Agreement and the Exhibits hereto.

1 4.9. Valid Claims shall be paid primarily by digital payment to Settlement Class
2 Members. All Valid Claims shall be paid by the Claim Administrator within thirty (30) days after
3 the Effective Date except that, in the event of an appeal from Final Approval that challenges only
4 the award of attorneys' fees, costs, and expenses and/or the Incentive Award and does not challenge
5 any other aspect of the settlement, all Valid Claims shall be paid within ninety (90) days after Final
6 Approval, unless otherwise ordered by the Court.

7 4.10. Any remainder from unclaimed funds shall be distributed to a §501(c)(3) charity
8 selected by Plaintiff's Counsel, subject to approval of Defense Counsel, which approval shall not
9 be unreasonably withheld and approved by the Court.

10 4.11. No deductions for taxes will be taken from any Settlement Benefit at the time of
11 distribution. Settlement Class Members are responsible for paying all taxes due, if any, on such
12 Settlement Benefits. Under no circumstance shall Streamlabs be held liable for any tax payments
13 with respect to the Settlement Benefits, if any. All Settlement Benefit payments shall be deemed
14 to be paid solely in the year in which such payments are actually issued. Neither Plaintiff's Counsel
15 nor Streamlabs's Counsel purport to provide legal advice on tax matters. To the extent this
16 Agreement, or any of its exhibits or related materials, is interpreted to contain or constitute advice
17 regarding any U.S. Federal or any state tax issue, such advice is not intended or written to be used,
18 and cannot be used, by any Person or entity for the purpose of avoiding penalties under the Internal
19 Revenue Code or any state's tax laws.

20 4.12. Streamlabs shall pay all reasonable fees, costs and expenses associated with
21 providing notice to the Class Members, the administration of the Settlement, including, without
22 limitation, any Taxes due, and the reasonable administrative expenses incurred and fees charged by
23 the Claim Administrator in connection with responding to and processing the submitted claims and
24 distributing the Net Settlement Fund to Authorized Claimants. In the event that the Settlement is
25 terminated, as provided for herein, notice and administration costs paid or incurred in connection
26 with this paragraph shall not be returned to the person(s) who paid the Settlement Amount and
27 Plaintiff, Plaintiff's Counsel, the Escrow Agent, Defense Counsel, and the Claim Administrator
28 shall have no liability therefor.

1 4.13. No Person shall have any claim against Plaintiff, Plaintiff's Counsel, Defendant,
2 Defense Counsel, the Claim Administrator or other entity designated by Plaintiff's Counsel based
3 on distributions made substantially in accordance with the Settlement Agreement and the
4 Settlement contained herein, a Court-approved Plan of Allocation, or further order(s) of the Court.

5 **V. NOTICE AND OPT OUTS**

6 5.1. On or before the Notice Date, the Claim Administrator shall establish the Settlement
7 Website, which shall contain the Long Form Notice in both downloadable PDF format and HTML
8 format with a clickable table of contents; answers to frequently asked questions; a Contact
9 Information page that includes the address for the Claim Administrator and addresses and telephone
10 numbers for Plaintiff's Counsel and Defense Counsel; the Agreement; the signed order of
11 Preliminary Approval; a downloadable and online version of the Claim Form; and a downloadable
12 and online version of the form by which Settlement Class Members may opt out of the Settlement
13 Class. While the Claim Administrator shall have final authority over the design and operation of
14 the Settlement Website, it shall permit Class Counsel, Streamlabs, and Streamlabs's Counsel to test
15 the operation of the Settlement Website and shall monitor, and if necessary update and modify, the
16 Settlement Website to ensure that it performs reliably and consistent with the terms of this
17 Agreement, when accessed from all major Internet browsers (desktop and mobile) operating on all
18 major operating systems (including Windows, MacOS, Android, and iOS). The Claim
19 Administrator shall add to the Settlement Website all other material filings by the Parties or the
20 Court regarding the settlement, including Plaintiff's application for attorneys' fees, costs, expenses,
21 and/or Incentive Award, the motion for Final Approval, and any orders with respect to such
22 applications and motions.

23 5.2. The Settlement Website shall remain accessible until 240 days after all Settlement
24 Benefits are distributed.

25 5.3. Streamlabs has an email address associated with each Streamlabs Pro subscriber and
26 shall provide the same to the Claim Administrator by no later than seven (7) days after Preliminary
27 Approval. Except as modified by the Court, Notice shall be provided via direct email (in
28 substantially the form attached hereto as Exhibit 2), and by online publication. The Claim

1 Administrator shall provide a declaration under penalty of perjury to the Court that the Notice
2 provides sufficient reach and frequency to alert Settlement Class Members to the pendency of the
3 Action and their rights thereunder.

4 5.4. All notices shall specify that Streamlabs denies that it has engaged in any
5 wrongdoing, denies all claims asserted by Plaintiff and the proposed Settlement Class.

6 5.5. The Claim Administrator shall provide notice as required by the Class Action
7 Fairness Act, 28 U.S.C. § 1715.

8 5.6. Class Counsel and Streamlabs shall supervise the Claim Administrator in the
9 performance of the notice functions set forth in this Part V. Streamlabs shall pay all costs of notice
10 and claims administration.

11 5.7. At least fourteen (14) days prior to Final Approval, the Claim Administrator shall
12 certify to the Court that it has complied with the notice requirements set forth herein.

13 **VI. CONDITIONAL CERTIFICATION OF SETTLEMENT CLASS**

14 6.1 Solely for the purpose of effectuating the settlement set forth in this Agreement and
15 subject to Court approval, the Parties stipulate that (1) a settlement class shall be certified under
16 Rules 23(b)(2) and 23(b)(3) of the Federal Rules of Civil Procedure in accordance with the
17 definition of the Settlement Class set forth in this Agreement; (2) the Plaintiff shall represent the
18 Settlement Class for settlement purposes; and (3) Plaintiff's Counsel shall be appointed as the
19 attorneys for the Settlement Class.

20 **VII. ATTORNEYS' FEES, EXPENSES, AND INCENTIVE AWARD**

21 7.1. Plaintiff's Counsel may apply to the Court for an award of attorneys' fees, costs,
22 and expenses. Streamlabs agrees not to oppose Plaintiff's Counsel's application for an award of
23 attorneys' fees, costs, and expenses up to one million, one hundred thousand dollars
24 (\$1,100,000.00). Plaintiff's Counsel shall file any motion in support of their application for
25 attorneys' fees, costs, and expenses no later than forty-nine (49) days prior to the Final Approval
26 Hearing, and Plaintiff's Counsel shall file any reply brief in support of such motion within fourteen
27 (14) days after any Settlement Class Member files any opposition to such motion. The settlement
28

1 is not conditioned on Court approval of Plaintiff's Counsel's application for attorneys' fees, costs,
2 and expenses.

3 7.2. Plaintiff may additionally apply to the Court for an Incentive Award as
4 compensation for (a) the time and effort undertaken in and risks of pursuing the Action, and (b) the
5 general release set forth in Section 9.1. Plaintiff shall file any motion in support of her application
6 for an Incentive Award no later than forty-nine (49) days prior to the Final Approval Hearing. The
7 Settlement is not conditioned on Court approval of Plaintiff's request for an Incentive Award.

8 7.3. Streamlabs agrees not to oppose or submit any evidence or argument challenging or
9 undermining Plaintiff's application for an Incentive Award of \$5,000 or less. Streamlabs shall not
10 be in violation of this term if Streamlabs's Counsel provides the Court with evidence that is
11 specifically requested by the Court; however, no Party shall seek such a request. Any Incentive
12 Award awarded by the Court as set forth in Section 7.2 shall be the total obligation of Streamlabs
13 to pay money to the Plaintiff in connection with the Action and this Agreement, other than amounts
14 due to Plaintiff for any Valid Claims submitted pursuant to Part IV of this Agreement.

15 7.4. Plaintiff's Counsel and Plaintiff agree that the denial, downward modification, or
16 failure to grant any request for attorneys' fees, costs, or expenses, or an Incentive Award, shall not
17 constitute grounds for modification or termination of the Agreement.

18 7.5. Within ten (10) business days after the Effective Date, Streamlabs shall pay the \$4.4
19 million Settlement Fund to the Claim Administrator. Plaintiff's Counsel will obtain from the Claim
20 Administrator payment of any awarded attorneys' fees, costs, expenses, and Incentive Award to
21 Plaintiff's Counsel. Any and all awarded attorneys' fees, costs, and expenses to Plaintiff's Counsel
22 and the and Incentive Award shall be paid out of, and are not to be paid in excess of, the \$4.4
23 million Settlement Fund.

24 **VIII. CLASS SETTLEMENT PROCEDURES**

25 8.1 Settlement Approval. Within 21 days after the signing of this Agreement, Plaintiff's
26 Counsel shall move for a Preliminary Approval order, substantially in the form of Exhibit 4,
27 preliminarily approving this Agreement and this settlement as fair, reasonable, and adequate;
28 approving Class Notice to the Settlement Class Members as described in Part V above; and setting

1 a hearing to consider Final Approval of the settlement and any objections thereto. Streamlabs shall
2 have no obligation to make separate filings in support of the motion. Streamlabs shall appear at
3 the hearing to confirm its agreement with the terms of the settlement as provided herein.

4 8.2 Final Approval Order and Judgment. Within no later than forty nine (49) days prior
5 to the Final Approval Hearing, Plaintiff shall move for entry of an order of Final Approval,
6 substantially in the form of Exhibit 5, granting Final Approval of this settlement and holding this
7 Agreement to be final, fair, reasonable, adequate, and binding on all Settlement Class Members
8 who have not excluded themselves as provided below, and ordering that the settlement relief be
9 provided as set forth in this Agreement, ordering the releases as set forth in Part IX, below, and
10 entering judgment in this case. Streamlabs shall have no obligation to make separate filings in
11 support of the motion. Streamlabs shall appear at the hearing to confirm its agreement with the
12 terms of the settlement as provided herein.

13 8.3 Opt-Outs and Objections. The Long Form Notice shall advise prospective
14 Settlement Class Members of their rights to forego the benefits of this settlement and pursue an
15 individual claim; to object to this settlement individually or through counsel; and, if they object, to
16 appear at the Final Approval hearing.

17 8.4 If any Settlement Class Member wishes to object to the settlement and/or to be
18 heard, the Settlement Class Member must send a written notice of objection by the deadline
19 established by the Court to the Claim Administrator or counsel for the parties. Each such objection
20 must comply with the instructions set forth in the Long Form Notice and must be received (not just
21 postmarked) by the Objection Deadline or they shall not be valid. The Claim Administrator or
22 counsel for the Parties will then file all objections, requests to appear, and supporting papers with
23 the Court.

24 8.5 If any Settlement Class Member wishes to be excluded from this settlement, the
25 Settlement Class Member may do so by completing the opt-out form at the Settlement Website;
26 downloading and submitting to the Claim Administrator a completed opt-out form; or submitting a
27 valid request to opt out, as described in the Long Form Notice, to the Claim Administrator.
28 Requests to opt out must be submitted online or received (not just postmarked) by the Opt-Out

1 Deadline or they shall not be valid. A Settlement Class Member who elects to opt out of this
2 settlement shall not be permitted to object to this settlement or to intervene.

3 8.6 The proposed Preliminary Approval order and Long Form Notice will provide that
4 any Settlement Class Member wishing to object or opt out who fails to properly or timely file or
5 serve any of the requested information and/or documents will be precluded from doing so.

6 8.7 No later than three (3) days after the Opt-Out Deadline, the Claim Administrator
7 shall prepare and deliver to the Parties a list of the names of the Persons who, pursuant to the Long
8 Form Notice, have excluded themselves from the Settlement Class in a valid and timely manner.
9 Plaintiff's Counsel shall file that list with the Court no later than fourteen (14) days prior to the
10 Final Approval hearing.

11 8.8 Streamlabs shall have the unilateral right to terminate the Agreement in the event
12 that more than a certain percentage set forth in a Supplemental Agreement of the Settlement Class
13 Members exclude themselves from the Settlement Class, by providing notice of termination within
14 five (5) business days after delivery by the Claim Administrator of the list of persons who made
15 timely requests of exclusion, as set forth in Section 8.7.

16 8.9 If a Settlement Class Member submits both a Claim Form and an opt-out request,
17 the Claim Form shall take precedence and be considered valid and binding, and the opt-out request
18 shall be deemed to have been sent by mistake and rejected.

19 8.10 A Settlement Class Member who objects to the settlement may also submit a Claim
20 Form on or before the Claim Filing Deadline, which shall be processed in the same way as all other
21 Claim Forms. A Settlement Class Member shall not be entitled to an extension to the Claim Filing
22 Deadline merely because the Settlement Class Member has also submitted an objection.

23 8.11 Effective Date. The settlement shall become final and effective upon the occurrence
24 of all of the following ("Effective Date"):

- 25 (a) The settlement receives Final Approval by the Court as required by Rule
26 23(e) of the Federal Rules of Civil Procedure;
27
28

(b) As provided for in Section 8.2, entry is made of the order and final judgment, with respect to the Released Claims against Streamlabs and the Released Parties; and

(c) If an appeal has been timely filed from a Final Approval, completion of such appeal(s) finally approving the settlement and any proceedings on remand from a decision of an appeals court; provided, however, that a modification or reversal on appeal of the amount of the fees, costs, and expenses awarded by the Court to Plaintiff's Counsel, or the amount of an Incentive Award, shall not prevent this settlement from becoming final and effective if all other aspects of the final judgment have been affirmed. If no appeal is filed from the Court's order finally approving the settlement under Rule 23(e) of the Federal Rules of Civil Procedure, the Effective Date shall be the date on which the time for any such appeals has lapsed.

8.12 Effect if Settlement Not Approved or Agreement is Terminated. This Agreement was entered into only for purposes of settlement. In the event that certification of the Settlement Class, Preliminary Approval, or Final Approval of the Settlement, or any other order necessary to effectuate this Agreement is denied, or this Agreement is not finally approved, or is terminated or cancelled or fails to become effective for any reason whatsoever, or if the Court or a reviewing court takes any action to impair or reduce the scope or effectiveness of the Release set forth in Part IX or to impose greater financial or other burdens on Streamlabs than those contemplated in this Agreement, or if Final Approval is reversed on appeal, the Action shall revert to its status as it existed prior to the date of this Agreement, and the Claim Administrator shall return to Streamlabs any amounts Streamlabs had already deposited that are not required to pay for notice and administration then-completed, and Streamlabs will remain liable for the costs of Notice and Administration. In the event of such a reversion, the Parties agree that no class will be deemed to have been certified, and that the proposed or actual certification of a Settlement Class will not be urged or considered as a factor in any subsequent litigation over the certification of a litigation class or classes. Additionally, in the event of such a reversion, this Agreement shall be void *ab initio*,

shall have no force or effect, and shall impose no obligations on the Parties except that the Parties (i) will be prohibited from using this Agreement, any document filed or created in connection with this Agreement, and any settlement or mediation communications as an admission or as evidence for any purpose in the Action and (ii) agree to cooperate in asking the Court to set a reasonable schedule for the resumption of the Action. Alternatively, in the event that certification of the Settlement Class, Preliminary Approval or Final Approval of the settlement, or any other order necessary to effectuate this Agreement is denied, or this Agreement is not finally approved, or is terminated or cancelled or fails to become effective for any reason whatsoever, or if the Court or a reviewing court takes any action to impair or reduce the scope or effectiveness of the Release set forth in Part IX or to impose greater financial or other burdens on Streamlabs than those contemplated in this Agreement, or if Final Approval is reversed on appeal, the Parties may, but are not required to, modify this Agreement. Such a modification shall be binding only if it is in writing and executed by Plaintiff, Plaintiff's Counsel, Streamlabs, and Streamlabs' Counsel. The Parties agree that all drafts, discussions, negotiations, documentation or other information prepared in relation to this Agreement, and the Parties' settlement discussions, shall be treated as strictly confidential and may not, absent a court order, be disclosed to any Person other than the Parties' counsel, and only for purposes of the Action.

IX. RELEASES

9.1. Plaintiff's Release of the Released Parties. Upon Final Approval, Plaintiff and her agents, assigns, attorneys, and members of her family shall release and forever discharge the Released Parties from and shall be forever barred from instituting, maintaining, or prosecuting any and all actual or potential (in law or in equity) claims, counterclaims, actions, causes of action, liabilities, monetary relief, damages (whether actual, nominal, punitive, exemplary, statutory, or otherwise), injunctive relief, costs, fees, attorneys' fees, or penalties of any kind arising out of or in any way relating to any alleged conduct that occurred on or before the date of Preliminary Approval of the Settlement.

9.2. Plaintiff expressly understands and acknowledges that it is possible that unknown losses or claims exist or that present losses may have been underestimated in amount or severity.

1 Plaintiff explicitly took that into account in entering into this Agreement, and a portion of the
2 consideration and the mutual covenants contained herein, having been bargained for between
3 Plaintiff and Streamlabs with the knowledge of the possibility of such unknown claims, was given
4 in exchange for a full accord, satisfaction, and discharge of all such claims. Consequently, Plaintiff
5 expressly waives all provisions, rights, and benefits of California Civil Code Section 1542 (and
6 equivalent, comparable, or analogous provisions of the laws of the United States or any state or
7 territory thereof, or of the common law). Section 1542 provides:

8 A general release does not extend to claims that the creditor or
9 releasing party does not know or suspect to exist in his or her favor
10 at the time of executing the release and that, if known by him or her,
11 would have materially affected his or her settlement with the debtor
12 or released party.

13 9.3. Each and every term of this Section shall be binding upon Plaintiff and her agents,
14 assigns, attorneys, and members of her family, and inure to the benefit of the Released Parties, and
15 any of their successors and personal representatives, which Persons and entities are intended to be
16 beneficiaries of this Section.

17 9.4. Settlement Class Members' Release of the Released Parties.

18 (a) Upon Final Approval, Settlement Class Members (except any such Person
19 who has filed a proper and timely request for exclusion from the Settlement
20 Class) shall release and forever discharge the Released Parties from any and
21 all actual or potential (in law or in equity) claims, counterclaims, actions,
22 causes of action, liabilities, monetary relief, damages (whether actual,
23 nominal, punitive, exemplary, statutory, or otherwise), injunctive relief,
24 costs, fees, attorneys' fees, or penalties of any kind, that Plaintiff or any
25 member of the Settlement Class ever had, now have, or may have in the
26 future, whether asserted by such Plaintiff or member of the Settlement Class
27 or on their behalf by a third party, arising out of or in any way relating to
28 alleged conduct that occurred on or before the date of Preliminary Approval

1 relating to the disclosures regarding the automatic renewal of the
2 Streamlabs Pro subscription, including any representations similar to the
3 representations set forth in the Complaint; or any event, matter, dispute, or
4 thing that in whole or in part, directly or indirectly, relates thereto to or
5 arises therefrom.

6 (b) With respect to the Released Claims set forth in Section 9.4(a), each
7 Settlement Class Member shall be deemed to have waived and relinquished,
8 to the fullest extent permitted by law, the provisions, rights and benefits of
9 California Civil Code Section 1542 (and equivalent, comparable, or
10 analogous provisions of the laws of the United States or any state or territory
11 thereof, or of the common law). Section 1542 provides:

12 A general release does not extend to claims that the creditor
13 or releasing party does not know or suspect to exist in his or
14 her favor at the time of executing the release and that, if
15 known by him or her, would have materially affected his or
16 her settlement with the debtor or released party.

17 (c) Each and every term of this Section shall be binding upon the Settlement
18 Class Members and any of their successors and personal representatives, and
19 inure to the benefit of the Released Parties, and any of their successors and
20 personal representatives, which Persons and entities are intended to be
21 beneficiaries of this Section.

22 (d) The Parties shall be deemed to have agreed that the release set forth herein
23 will be and may be raised as a complete defense to and will preclude any
24 action or proceeding based on the Released Claims.

25 (e) Nothing in this Section shall operate to bar any defense, cross-claim, or
26 counter-claim in any action initiated by any of the Released Parties against
27 any Settlement Class Member.
28

1 9.5. Release of Claims as to Action. Plaintiff's counsel, Streamlabs' counsel, and the
2 Parties hereby release each other of any and all allegations and claims arising out of the way they
3 have conducted themselves with respect to the Action and this settlement.

4 9.6. Satisfaction of Obligations. Plaintiff, on behalf of herself and all Settlement Class
5 Members, agrees that the consideration provided under this Agreement, including the relief set forth
6 in Part III of the Agreement, satisfies and resolves all allegations in the Action relating to allegedly
7 deceptive disclosures regarding Streamlabs Pro.

8 9.7. Effectuation of Settlement. None of the above releases include releases of causes
9 of action to enforce the terms of the Settlement.

10 9.8. No Admission of Liability. This Agreement reflects, among other things, the
11 compromise and settlement of disputed claims among the Parties hereto, and neither this Agreement
12 nor the releases given herein, nor any consideration therefor, nor any actions taken to carry out this
13 Agreement are intended to be, nor may they be deemed or construed to be, an admission or
14 concession of liability, or the validity of any claim, or defense, or of any point of fact or law on the
15 part of any Party. Streamlabs expressly denies the allegations of the Complaint (except that it did
16 revise the language in its website in part due to Plaintiff's CLRA Demand Letter). Neither this
17 Agreement, nor the fact of settlement, nor the settlement proceedings, nor settlement negotiations,
18 nor any related document, shall be used as an admission of any fault or omission by the Released
19 Parties, or be offered or received in evidence as an admission, concession, presumption, or
20 inference of any wrongdoing by the Released Parties in any proceeding, other than such
21 proceedings as may be necessary to consummate, interpret, or enforce this Agreement. Similarly,
22 neither this Agreement, nor the fact of settlement, nor the settlement proceedings, nor settlement
23 negotiations, nor any related document, shall be used as an admission of any weakness or infirmity
24 of any claim asserted in the Complaint by Plaintiff in any proceeding, other than such proceedings
25 as may be necessary to consummate, interpret, or enforce this Agreement.

26 **X. ADDITIONAL PROVISIONS**

27 10.1. Best Efforts. Subject to the limitations expressed herein, Plaintiff's Counsel and
28 Streamlabs' Counsel shall use their best efforts to cause the Court to give Preliminary Approval to

1 this Agreement and settlement as promptly as practicable, to take all steps contemplated by this
2 Agreement to effectuate the settlement on the stated terms and conditions, and to obtain Final
3 Approval of this Agreement, and shall do nothing inconsistent therewith.

4 10.2. Changes of Time Periods; Termination Rights. The time periods and/or dates
5 described in this Agreement with respect to the giving of notices and hearings are subject to
6 approval and change by the Court or by the written agreement of Plaintiff's Counsel and
7 Streamlabs's Counsel, without notice to Settlement Class Members except that the Claim
8 Administrator shall ensure that such dates are posted on the Settlement Website. Furthermore, the
9 Court may require changes to the notice process without invalidating this Agreement, provided that
10 such changes do not materially increase the cost of notice, and provided that the other material
11 terms of the Agreement, including the scope of the Released Claims and the total financial
12 obligations imposed on Streamlabs, are not altered by such changes. All other terms and limitations
13 set forth in this Agreement and in the documents referred to or incorporated herein (including but
14 not limited to the proposed form of the Preliminary Approval order attached as Exhibit 4, the
15 proposed form of the Final Approval order attached as Exhibit 5, and the Claim Form attached as
16 Exhibit 3) shall be deemed material to the Parties' Agreement, and in the event any such other term
17 is altered or amended by the Court, or any other court, any Party whose rights or obligations are
18 affected by the alteration or amendment may terminate this Agreement upon written notice
19 provided within ten (10) business days after the Court's order. In the event the Parties wish to
20 negotiate a possible amendment to this Agreement in lieu of termination, the time period for such
21 notice of termination may be extended pursuant to written consent of all the Parties.

22 10.3. Time for Compliance. If the date for performance of any act required by or under
23 this Agreement falls on a Saturday, Sunday, or court holiday, that act may be performed on the next
24 business day with the same effect as if it had been performed on the day or within the period of
25 time specified by or under this Agreement.

26 10.4. Governing Law. This Agreement is intended to and shall be governed by the laws
27 of the state of California, without regard to conflicts of law principles.
28

1 10.5. Entire Agreement. The terms and conditions set forth in this Agreement constitute
2 the complete and exclusive statement of the agreement between the Parties hereto relating to the
3 subject matter of this Agreement, superseding all previous negotiations and understandings, and
4 may not be contradicted by evidence of any prior or contemporaneous agreement. The Parties
5 further intend that this Agreement constitutes the complete and exclusive statement of its terms as
6 between the Parties hereto, and that no extrinsic evidence whatsoever may be introduced in any
7 agency or judicial proceeding, if any, involving this Agreement. Any amendment or modification
8 of the Agreement must be in writing signed by the Parties or a duly authorized representative of
9 each of the Parties hereto.

10 10.6. Advice of Counsel. The determination of the terms of, and the drafting of, this
11 Agreement have been by mutual agreement after negotiation, with consideration by and
12 participation of all Parties hereto and their counsel. The presumption found in California Civil
13 Code Section 1654 that uncertainties in a contract are interpreted against the party causing an
14 uncertainty to exist is hereby waived by all Parties.

15 10.7. Binding Agreement. This Agreement shall be binding upon and inure to the benefit
16 of the respective heirs, successors, and assigns of the Parties hereto.

17 10.8. No Waiver. The waiver by any Party of any provision or breach of this Agreement
18 shall not be deemed a waiver of any other provision or breach of this Agreement.

19 10.9. Execution in Counterparts. This Agreement shall become effective upon its
20 execution by all of the undersigned. The Parties may execute this Agreement in counterparts and/or
21 by fax or electronic mail, and execution of counterparts shall have the same force and effect as if
22 all Parties had signed the same instrument.

23 10.10. Authority. Each of the undersigned representatives of the Parties represents that he
24 or she is fully authorized to enter into, and to execute, this Agreement on behalf of that Party.

25 10.11. Captions. Captions and section numbers herein are inserted merely for the reader's
26 convenience, and in no way define, limit, construe, or otherwise describe the scope or intent of the
27 provisions of this Agreement.
28

10.12. Extensions of Time. The Parties reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Agreement.

10.13. Enforcement of this Agreement. The Court shall retain jurisdiction to enforce, interpret, and implement this Agreement.

10.14. Plaintiff to be Included in Settlement Class. Plaintiff hereby agrees not to request to opt out or otherwise be excluded from the Settlement Class. Any such request shall be void and of no force or effect.

10.15. Notices. All notices to the Parties or counsel required by this Agreement, shall be made in writing and communicated by U.S. or overnight mail and email to the following addresses:

If to Plaintiff or Plaintiff's Counsel:

Patricia I. Avery (admitted Pro Hac Vice)
Philip M. Black (SBN 308619)
WOLF POPPER LLP
845 Third Avenue
New York, NY 10022
Telephone: (212) 759-4600
Email: pavery@wolfdpopper.com
pblack@wolfdpopper.com

Kristin J. Moody (SBN 206326)
Alexander S. Vahdat (SBN 284963)
BERMAN TABACCO
425 California Street, Suite 2300
San Francisco, CA 94104
Telephone: (415) 433-3200
Facsimile: (415) 433-6282
Email: jtabacco@bermantabacco.com
kmoody@bermantabacco.com
avahdat@bermantabacco.com

If to Defendant or Defendant's Counsel:

Joseph E. Addiego III (CA SBN 169522)
Jean Fundakowski (CA SBN 328796)
DAVIS WRIGHT TREMAINE LLP
50 California Street, 23rd Floor
San Francisco, CA 94111
Telephone: (415) 276-6500
Facsimile: (415) 276-6599
Email: joeaddiego@dw.com
jeanfundakowski@dw.com

1 IN WITNESS HEREOF the undersigned, being duly authorized, have caused this
2 Agreement to be executed on the dates shown below and agree that it shall take effect on the last
3 date it is executed by all of the undersigned.

4 APPROVED AND AGREED:

5 IN WITNESS WHEREOF, the PARTIES hereto have caused this Settlement Agreement to
6 be executed, by their duly authorized attorneys, as follows.

7 Dated: July 17, 2024

8 Zara Leventhal

9
10 
11 _____

Kristin J. Moody (SBN 206326)
Alexander S. Vahdat (SBN 284963)
BERMAN TABACCO

Counsel for Plaintiff

12 By: _____
13 Kristin J. Moody

14
15 Patricia I. Avery (admitted *Pro Hac Vice*)
16 Philip M. Black (SBN 308619)
17 WOLF POPPER LLP
Counsel for Plaintiff

18 By: _____
19 Patricia I. Avery

20 Streamlabs, LLC

21
22 By: _____
23

Joseph E. Addiego III (SBN 169522)
Jean Fundakowski (SBN 328796)
DAVIS WRIGHT TREMAINE LLP
Counsel for Defendant Streamlabs, LLC

24 By: _____
25 Joseph E. Addiego III
26
27
28

1 IN WITNESS HEREOF the undersigned, being duly authorized, have caused this
2 Agreement to be executed on the dates shown below and agree that it shall take effect on the last
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6 be executed, by their duly authorized attorneys, as follows.

7 Dated: July 17, 2024

8 Zara Leventhal

Kristin J. Moody (SBN 206326)
Alexander S. Vahdat (SBN 284963)
BERMAN TABACCO

Counsel for Plaintiff

11 _____
12 By: 
13 Kristin J. Moody

14
15 Patricia I. Avery (admitted *Pro Hac Vice*)
16 Philip M. Black (SBN 308619)
17 WOLF POPPER LLP
Counsel for Plaintiff

18 By: 
19 Patricia I. Avery

20 Streamlabs, LLC

21 Joseph E. Addiego III (SBN 169522)
22 Jean Fundakowski (SBN 328796)
DAVIS WRIGHT TREMAINE LLP
Counsel for Defendant Streamlabs, LLC

23 By: _____
24
25
26
27
28

By: _____
Joseph E. Addiego III

1 IN WITNESS HEREOF the undersigned, being duly authorized, have caused this
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3 date it is executed by all of the undersigned.

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5 IN WITNESS WHEREOF, the PARTIES hereto have caused this Settlement Agreement to
6 be executed, by their duly authorized attorneys, as follows.

7 Dated: July 17, 2024

8 Zara Leventhal

Kristin J. Moody (SBN 206326)
Alexander S. Vahdat (SBN 284963)
BERMAN TABACCO

Counsel for Plaintiff

11 _____
12 By: _____
13 Kristin J. Moody

14
15 Patricia I. Avery (admitted *Pro Hac Vice*)
16 Philip M. Black (SBN 308619)
17 WOLF POPPER LLP
Counsel for Plaintiff

18 By: _____
19 Patricia I. Avery

20 Streamlabs, LLC

21 Joseph E. Addiego III (SBN 169522)
22 Jean Fundakowski (SBN 328796)
DAVIS WRIGHT TREMAINE LLP
Counsel for Defendant Streamlabs, LLC

23 By: Faizhad Fayaz

24 By: Joseph E. Addiego III
25 Joseph E. Addiego III
26
27
28

EXHIBIT 1

Kristin J. Moody (SBN 206326)
 Alexander S. Vahdat (SBN 284963)
BERMAN TABACCO
 425 California Street, Suite 2300
 San Francisco, CA 94104
 Telephone: (415) 433-3200
 Facsimile: (415) 433-6282
 Email: kmoody@bermantabacco.com
 avahdat@bermantabacco.com

Local Counsel for Plaintiff and the Proposed Class

Patricia I. Avery (admitted *Pro Hac Vice*)
 Philip M. Black (SBN 308619)
WOLF POPPER LLP
 845 Third Avenue
 New York, NY 10022
 Telephone: (212) 759-4600
 Email: pavery@wolffpopper.com
 pblack@wolffpopper.com

Attorneys for Plaintiff and the Proposed Class

Joseph E. Addiego III (CA SBN 169522)
 Jean Fundakowski (CA SBN 328796)
DAVIS WRIGHT TREMAINE LLP
 50 California Street, 23rd Floor
 San Francisco, CA 94111
 Telephone: (415) 276-6500
 Facsimile: (415) 276-6599
 Email: joeaddiego@dwt.com
 jeanfundakowski@dwt.com

Attorneys for Defendant Streamlabs, LLC

**UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION**

ZARA LEVENTHAL, individually and on)
 behalf of all others similarly situated,)

Plaintiff,)

vs.)

STREAMLABS, LLC,)

Defendant.)

Case Number: 3:22-cv-01330-LB

**[PROPOSED] LONG FORM NOTICE OF
 CLASS ACTION SETTLEMENT**

**Attention Consumers Who Used Streamlabs To Donate To Video Content
Creators Through Online Platforms (such as YouTube) and Were Enrolled In
Streamlabs' Monthly Automatically Renewing "Streamlabs Pro" Subscription
During The Period March 3, 2018 to May 17, 2022**

This notice may affect your rights. Please read it carefully.

A court authorized this notice. This is not a solicitation from a lawyer.

• This class action settlement will resolve a lawsuit filed in the United States District Court for the Northern District of California on behalf of a nationwide class of consumers against Streamlabs, LLC ("Streamlabs" or "Defendant"), *Zara Leventhal, et al. v. Streamlabs, LLC*, Case No. 3:22-cv-01330-LB. Plaintiff Zara Leventhal ("Plaintiff") alleges in the lawsuit that Streamlabs violated two California consumer laws by deceiving consumers into signing up for a subscription product, Streamlabs Pro, that has an automatically renewing monthly fee. Streamlabs allows content creators to stream their videos on platforms (such as YouTube) and to collect donations from viewers through third-party payment processors (such as PayPal). Streamlabs Pro allows donors to add GIFs or other effects (such as hearts, stars, or confetti) to messages that accompany the viewers' donations. Plaintiff added a GIF and was automatically enrolled in Streamlabs Pro at a monthly fee of \$5.99. Plaintiff alleged that the \$5.99 per month fee was deceptive because it suggested that it was a one-time fee and did not disclose that the \$5.99 monthly fee would renew automatically, in violation of California law.

• The lawsuit seeks a court order to stop these practices and to refund monthly subscription fees. Streamlabs denies these claims, denies that it has engaged in any wrongdoing, and contends that its disclosures regarding its Streamlabs Pro subscription fairly described the nature of the subscription and the automatic renewal features of Streamlabs Pro. To avoid the costs and inherent uncertainty of litigation, however, and without admitting it engaged in any of the practices Plaintiff alleged, Streamlabs has agreed to this settlement.

1 • In connection with this settlement, Settlement Class Members who file valid Proof of Claim
2 forms (either electronically or by mail) will be entitled to a pro-rata share of the Net Settlement Fund
3 (i.e., \$4,400,000, less Court awarded attorneys' fees, costs, and expenses and any award to the
4 Plaintiff, as described in this notice).

5 • The lawyers who brought the lawsuit will ask the Court for an award to be paid to them from
6 the Settlement Fund as fees and expenses for investigating the facts, litigating the case, and
7 negotiating the settlement. In recognition of the terms of the Settlement, and subject to Court
8 approval, Streamlabs has agreed not to object to an award of attorneys' fees and expenses in an
9 amount not to exceed \$1,100,000 to Plaintiff's Counsel (the "Fee and Expense Amount"). This Fee
10 and Expense Amount includes the fees and expenses incurred by Plaintiff's Counsel in connection
11 with the prosecution and settlement of the lawsuit.

12 • The lawyers who brought the lawsuit will additionally ask for an award for the plaintiff, Zara
13 Leventhal ("Plaintiff"), who initially brought this lawsuit. This will be requested as an Incentive
14 Award, to compensate the Plaintiff for taking on the risks of pursuing this litigation, her active
15 participation in the lawsuit, including attending the mediation session before the neutral mediator,
16 John Bates, from JAMS.

17 • **Your legal rights are affected whether you act or don't act. Read this notice carefully.**

18 • This notice summarizes the proposed settlement. For the precise terms and conditions of the
19 settlement, please see the settlement agreement available at
20 www.StreamlabsClassActionSettlement.com, contact the Claim Administrator by calling 1-888-817-
21 7075 or writing to Streamlabs Class Action Settlement, c/o Claim Administrator, 1650 Arch Street,
22 Suite 2210, Philadelphia, PA 19103.

23
24 **PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO**
25 **INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**
26
27
28

YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT

	DEADLINE
SUBMIT A CLAIM FORM	The only way to receive payment, i.e., pro-rated refunds for your Streamlabs Pro subscription. [60 days after Final Approval Hearing]
EXCLUDE YOURSELF	Get out of the lawsuit and the settlement. This is the only option that allows you to ever bring or join another lawsuit against Streamlabs that raises the same legal claims released by this settlement. You will receive no payment. [21 days after filing of motion for Final Approval]
OBJECT OR COMMENT	Write to the Court about why you do or don't like the settlement, the amount of requested attorneys' fees and expenses, or the payment to the Plaintiff. You may also submit a Claim Form if you object. [21 days after filing of motion for Final Approval]
GO TO A HEARING	Attend the hearing about the fairness of the settlement, the amount of attorneys' fees and expenses, and the payment to the Plaintiff. If you'd like to speak in Court at this hearing, you must file a notice by [21 days after filing of motion for Final Approval]

DO NOTHING

You will receive no payment and have no right to sue later for the claims released by the settlement.

- These rights and options—and the deadlines to exercise them—are explained in this notice.
 - The Court in charge of this case still has to decide whether to approve the settlement.
- Payments will be made if the Court approves the settlement and after any appeals are resolved.
- Please be patient.

Final Approval Hearing

On _____, at _____, the Court will hold a hearing to determine (1) whether the proposed settlement is fair, reasonable, and adequate and should receive final approval; (2) whether the application for attorneys' fees, costs, and/or expenses brought by the Class Counsel should be granted; and (3) whether the application for a payment to the Plaintiff who brought the lawsuit should be granted. The hearing will be held before the Honorable Laurel Beeler, whose courtroom is located at the United States District Court, Northern District of California, San Francisco Courthouse, Courtroom B – 15th Floor, 450 Golden Gate Ave., San Francisco, CA 94102. Judge Beeler is currently conducting hearings through video conferencing on Zoom, and information for accessing hearings via Zoom can be found on Judge Beeler's webpage at <https://www.cand.uscourts.gov/judges/beeler-laurel-lb/>. This hearing date may change, or the hearing may be set as an in-person hearing rather than a hearing through video conferencing, without further notice to you. Consult the Settlement Website at www.Streamlabsclassactionsettlement.com, or the Court docket in this case at <https://pacer.login.uscourts.gov/> (select "California Northern District Court" as your court and perform a case number query using case number No. 3:22-cv-01330-LB) for updated information on the hearing date and time, and consult Judge Beeler's webpage at <https://www.cand.uscourts.gov/judges/beeler-laurel-lb/> for updated information on whether Judge Beeler is conducting hearings in person or through video conferencing.

Important Dates

_____ Claim Submission Deadline

_____ Objection Deadline

_____ Exclusion Deadline

_____ Final Approval Hearing

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What Is The Lawsuit About?

This lawsuit is a class action brought by plaintiff against Streamlabs for alleged violations of two California consumer laws: the California Consumers Legal Remedies Act (“CLRA”), Cal. Civ. Code §§1750 *et seq.*, and the California Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code §§17200 *et seq.* (ECF 1).

This Action alleges, on behalf of a nationwide class, that Streamlabs deceived consumers

1 into signing up for a subscription product, Streamlabs Pro, that has an automatically renewing
2 monthly fee. Streamlabs allows content creators to stream their videos on platforms (such as
3 YouTube) and to collect donations from viewers through third-party payment processors (such as
4 PayPal). Streamlabs Pro allows donors to add GIFs or other effects (such as hearts, stars, or
5 confetti) to messages that accompany the viewers' donations. Plaintiff added a GIF and was
6 automatically enrolled in Streamlabs Pro at a monthly fee of \$5.99. Plaintiff alleged that the \$5.99
7 per month fee was deceptive because it suggested that it was a one-time fee and did not disclose
8 that the \$5.99 monthly fee would renew automatically, in violation of the CLRA and the UCL.

9 Streamlabs denies all of Plaintiff's allegations and charges of wrongdoing or liability
10 against it arising out of any of the conduct, statements, acts, or omissions alleged in the lawsuit.
11 Streamlabs also denies that any person has suffered damage or harm by reason of any alleged
12 conduct, statement, act or omission on the part of Streamlabs.

13 For purposes of settlement only, the Court has certified a Settlement Class. The Settlement
14 Class consists of:

15 All Persons in the United States who, during the period March 3, 2018 through May
16 17, 2022, were enrolled in a Streamlabs Pro automatic renewal subscription after
17 adding a GIF or effect to their donation, and were then billed a monthly fee for the
18 subscription (after their first charge for their initial GIF or effect).

19 The Settlement Class excludes: (1) all officers, directors, and employees of Streamlabs and
20 members of their families; (2) all officers, directors, and employees of Logitech and members of
21 their families; (3) the Mediator, and any member of his immediate family; (4) any government
22 entity; (5) any Settlement Class Members who have received refunds of all the monies that they
23 paid for their Streamlabs Pro subscriptions; (6) any Persons who timely opt out of the Settlement
24 Class; and (7) Honorable Laurel Beeler, and any member of her immediate family. The Settlement
25 Class does not include Persons who paid only the initial fee for their GIF or effect.

26 If you are a member of the Settlement Class, you will be bound by the settlement and
27 judgment in this case unless you request to be excluded.

28 The Court has not determined whether Plaintiff or Streamlabs is correct. The Court denied

1 Streamlabs’ motion to dismiss. The parties were litigating the lawsuit and pursuant to the Court’s
2 pretrial order, participated in mediation in an attempt to resolve the lawsuit. The parties jointly selected
3 a mediator from JAMS, John Bates (“Mediator”), prepared mediation statements for the mediator, and
4 participated in a mediation session before the JAMS mediator on September 28, 2023. The mediation
5 was unsuccessful and the Parties continued with their lawsuit.

6 The Mediator continued his efforts, however, and the Parties were able to reach a mediated
7 resolution of the lawsuit, providing for a cash settlement for the class of \$4.4 million, plus the costs
8 of providing notice to the Settlement Class members and the costs of administration of the
9 Settlement.

10 **What Does Plaintiff Seek To Recover In The Lawsuit?**

11 Plaintiff contends that as a result of Streamlabs’ deceptive disclosures, she was unknowingly
12 enrolled in a Streamlabs Pro subscription that renewed monthly, at a cost of \$5.99 per month.
13 Plaintiff seeks to recover those charges on behalf of a class of individuals who were enrolled in a
14 Streamlabs’ Pro subscription in the United States between March 3, 2018 to May 17, 2022. Plaintiff
15 believes that, if she is successful at trial, she could win damages or restitution of up to the full
16 amount of the payments for the Streamlabs’ Pro subscriptions (after the initial payment.).
17 Streamlabs denies that there is any legal entitlement to a refund or any other monetary relief.

18 As part of the lawsuit, Plaintiff also sought to have Streamlabs change its disclosures so that it
19 was clear to consumers that they were signing up for a subscription that was automatically renewed
20 monthly. Streamlabs denied that any changes were necessary.

21 **Why Is The Case Being Settled?**

22 Plaintiff’s Counsel investigated the procedures and disclosures by Streamlabs, conducted
23 document discovery, participated in pretrial conferences before the Court, and conducted a thorough
24 examination of the relevant law.

25 Based on this investigation, Plaintiff’s Counsel has determined that there are significant risks
26 of continuing the litigation. Although Defendant’s motion to dismiss was denied by the Court,
27 among the risks of continued litigation are the possibility that the court will decline to certify a class;
28 that summary judgment will be entered against Plaintiff; and/or that Plaintiff will be unable to prove

1 liability, damages, or entitlement to injunctive relief at trial on a classwide or individual basis. In
2 particular, there may be difficulties establishing that a reasonable consumer might find that the
3 disclosures regarding the enrollment in and automatic renewal of a Streamlabs' Pro subscription
4 might not be material. The Court might also determine that common questions might not
5 predominate over individual issues and thus it may be difficult to certify a class. Plaintiff may also
6 face difficulties certifying a class on some or all claims for purchases outside of California.

7 Throughout this litigation, Plaintiff, through Plaintiff's Counsel, and Streamlabs, through
8 Streamlabs' Counsel, have discussed the possibility of settlement. On September 28, 2023, Plaintiff,
9 Plaintiff's Counsel, Streamlabs, and Streamlabs' Counsel, participated in an all-day remote
10 mediation conducted by a neutral mediator from JAMS, John Bates. While the all-day mediation
11 session was initially unsuccessful and did not resolve the litigation, the Mediator continued his
12 efforts. This settlement was reached following those additional efforts.

13 After taking into account the risks and costs of further litigation, Plaintiff and Plaintiff's
14 Counsel believe that the terms and conditions of the Settlement are fair, reasonable, adequate, and
15 equitable, and that the settlement is in the best interest of the Settlement Class Members.

16 **What Is The Settlement?**

17 As part of the settlement, Streamlabs has agreed to pay the sum of \$4,400,000 into a
18 Settlement Fund. Streamlabs will separately bear the costs and expenses of providing notice of the
19 proposed Settlement and of administering the Settlement, and those costs and expenses will not
20 reduce the amount of the Settlement Fund. The Settlement Fund, less any attorneys' fees, costs, and
21 expenses, and any award to the Plaintiff, all of which are determined by the Court, is the "Net
22 Settlement Fund." The Settlement Fund will not be reduced by the costs of notice to the Settlement
23 Class or by the costs of administering the Settlement. The Net Settlement Fund will be divided
24 among those members of the Class that file valid Proof of Claim forms.

25 Streamlabs also changed its disclosures on its website partly in response to Plaintiff's
26 California Consumers Legal Remedies Act ("CLRA") Demand Letter and also in a good faith
27 effort to ensure the pages meet CLRA standards as permitted by Civil Code § 1782(e).

28 **What Can I Get In The Settlement?**

If you file a valid claim, you will receive, via electronic payment, a pro-rata share of the Net Settlement Fund, based on the number of monthly payments you made during the period March 3, 2018 through May 17, 2022 (“Class Period”) (other than the initial enrollment fee), less the amount of any refunds for any of those monthly payments you have already been sent, up to a full refund per valid claim of any charges beyond the initial charge paid to Streamlabs for Streamlabs Pro.

What If I Only Made One Payment Or If I Already Received A Refund Of Any Monthly Payments?

This case involves the monthly automatic renewal of a Streamlabs Pro subscription. If you intended to subscribe to a Streamlabs Pro subscription then you are not a member of the Class. The first payment was not a renewal and is therefore not included in the settlement and will not be refunded. Similarly, any payments for Streamlabs Pro subscriptions (or parts thereof) which have already been refunded are not included in the settlement. If you made additional monthly payments during the Class Period in any amount for a Streamlabs Pro subscription which were not refunded, those are included in the settlement.

How Do I Make A Claim?

To make a claim, you must fill out the Proof of Claim form available on the Settlement Website, www.Streamlabsclassactionsettlement.com. You can submit the Proof of Claim form online, or you can print it and mail it to the Claim Administrator at: Streamlabs Class Action Settlement, c/o Claim Administrator, Attn: Claim Form, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. Claim Forms must be submitted online or mailed such that they are received by [Claim Filing Deadline].

What Do Plaintiff And Her Lawyers Get?

To date, Plaintiff’s Counsel have not been compensated for any of their work on this case. Plaintiff’s Counsel will present evidence to the Court that they have spent more than a thousand hours litigating this case. In addition, Plaintiff’s Counsel will present evidence that they have paid out-of-pocket expenses thus far (including filing fees, service costs, copying costs, and mediation expenses) of approximately \$11,859, and anticipate spending additional time and expenses in connection with additional Court appearances and settlement administration. None of these

1 expenses has yet been reimbursed. As part of the settlement, Plaintiff's Counsel may apply to the
2 Court for an award to be paid from the Settlement Fund to pay their attorneys' fees, costs, and
3 expenses. After negotiating the benefits to Class Members and finalizing the Settlement Agreement,
4 Plaintiff's Counsel and Streamlabs separately negotiated the amount of the award of attorneys' fees
5 and expenses that would be requested by Plaintiff's Counsel. In recognition of the terms of the
6 Settlement and the prosecution and settlement of the Action, and subject to Court approval,
7 Streamlabs has agreed not to object to an award of attorneys' fees and expenses to Plaintiff's
8 Counsel not to exceed \$1,100,000 (the "Fee and Expense Amount"). This Fee and Expense Amount
9 includes the fees and expenses incurred by Plaintiff's Counsel in connection with the prosecution
10 and settlement of the Action.

11 In addition, Plaintiff may apply to the Court for a nominal payment to the named plaintiff in
12 the amount of \$5,000. This payment is designed to compensate Plaintiff for the time, effort, and
13 risks she undertook in pursuing this litigation, including attending the mediation session before the
14 neutral mediator, John Bates, from JAMS.

15 Plaintiff and Plaintiff's Counsel will file a motion with the Court no later than [49 days prior
16 to the Final Approval hearing] in support of their applications for attorneys' fees, costs and expenses
17 and payment to the Plaintiff. A copy of that motion will be available on the Settlement Website.

18 The Court will determine the amount of attorneys' fees, costs, and expenses, and payment to
19 Plaintiff to award.

20 **What Claims Are Released By The Settlement?**

21 The settlement releases all claims by Settlement Class Members against Streamlabs and
22 certain other persons that were or could have been asserted by Plaintiff in this case and that relate to
23 the automatic enrollment in Streamlabs Pro and the automatic renewal of their monthly subscriptions
24 to Streamlabs Pro as asserted in the Complaint. This release includes claims that may not yet be
25 known or suspected. For further information, please see Section IX of the Settlement Agreement.

Can I Exclude Myself From The Settlement?

You can exclude yourself from the Settlement Class if you wish to retain the right to sue Streamlabs separately for the claims released by the settlement. If you exclude yourself, you cannot file a claim or object to the settlement.

To exclude yourself, you must submit a written request to the Claim Administrator, either online or first class mail to: Streamlabs Class Action Settlement, Attn: Exclusions, P.O. Box 58220, Philadelphia, PA 19102. If mailed, the exclusion request must contain your name, address, the words “I wish to be excluded from the Streamlabs Pro Class Action Settlement, *Leventhal v. Streamlabs*, Case No. 3:22-cv-01330-LB (N.D. Cal.);” and your signature.

If submitted online, exclusion requests must be made no later than _____ [21 days after filing of motion for Final Approval]. If mailed, exclusion requests must be made such that they are received no later than _____ [21 days after filing of motion for Final Approval].

How Do I Object To The Settlement?

You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval to the entire settlement, no settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you must object. You can also ask the Court to disapprove the requested payments to Plaintiff or to her attorneys.

You may also, but are not required to, appear at the Final Approval hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. To appear at the Final Approval hearing, you need to file a written objection to the settlement or a written request to the Court for permission to appear.

You can exercise any of the above options regardless of whether or not you file a claim, but not if you exclude yourself from the Settlement Class.

Any objection must include: (1) the case name and number: *Leventhal v. Streamlabs*, Case No. 3:22-cv-01330-LB (N.D. Cal.); (2) your name, address, and telephone number; (3) documents or testimony sufficient to establish that you are a member of the Settlement Class; (4) a detailed

statement of your objection(s), including the grounds for those objection(s); (5) a statement as to whether you are requesting the opportunity to appear and be heard at the final approval hearing; (6) the name(s) and address(es) of all lawyers (if any) who (a) are representing you in making the objection, (b) may be entitled to compensation in connection with your objection, and/or (c) will appear on your behalf at the Final Approval hearing; (7) the name(s) and address(es) of all persons (if any) who will be called to testify in support of your objection; (8) copies of any papers, briefs, or other documents upon which your objection is based if not already in the court file; (9) a detailed list of any other objections you or your counsel have submitted to any class action in any state or federal court in the United States in the previous five years (or an affirmative statement that no such prior objection has been made); and (10) your signature as objector, in addition to the signature of your attorney, if an attorney is representing you with the objection. Failure to include this information and documentation may be grounds for overruling and striking your objection.

All written objections, requests to appear, and supporting papers must clearly identify the case name and number, *Leventhal v. Streamlabs*, Case No. 3:22-cv-01330-LB (N.D. Cal.). These documents must be sent to the Claim Administrator, at Streamlabs Class Action Settlement, Attn: Objections, P.O. Box 58220, Philadelphia, PA 19102; or to Plaintiff's Counsel and Streamlabs' Counsel at the addresses shown on the settlement website, who will then file all objections, requests to appear, and supporting papers with the Court. Any objections, requests to appear, and supporting papers must be mailed so as to be received no later than _____ [21 days after filing of motion for Final Approval].

When Will The Court Decide If The Settlement Is Approved?

The Court will hold a hearing on [hearing date] to consider whether to approve the settlement ("Final Approval Hearing"). The hearing will be held before the Honorable Laurel Beeler, whose courtroom is located at the United States District Court, Northern District of California, San Francisco Courthouse, Courtroom B – 15th Floor, 450 Golden Gate Ave., San Francisco, CA 94102. Judge Beeler is currently conducting hearings through video teleconferencing on Zoom, and information for accessing hearings via Zoom can be found on Judge Beeler's webpage at <https://www.cand.uscourts.gov/judges/beeler-laurel-lb/>. The hearing is open to the public.

1 However, only persons who have filed a request to appear at the hearing may actually address the
2 Court. This hearing date may change, or the hearing may be set as an in-person hearing rather than a
3 hearing through video teleconferencing, without further notice to you. Consult the Settlement
4 Website at www.StreamlabsClassActionSettlement.com, or the Court docket in this case at
5 <https://pacer.login.uscourts.gov/> (select “California Northern District Court” as your court and
6 perform a case number query using case number 3:22-cv-01330-LB), for updated information on the
7 hearing date and time, and consult Judge Beeler’s webpage at
8 <https://www.cand.uscourts.gov/judges/beeler-laurel-lb/> for updated information on whether Judge
9 Beeler is conducting hearings in person or through video teleconferencing.

10 **How Do I Get More Information?**

11 You can inspect many of the court documents connected with this case on the Settlement
12 Website. Other papers filed in this lawsuit are available by accessing the Court docket in this case at
13 <https://pacer.login.uscourts.gov/> (select “California Northern District Court” as your court and
14 perform a case number query using case number 3:22-cv-01330-LB), or by visiting the office of the
15 Clerk of the United States District Court for the Northern District of California, San Francisco
16 Courthouse, 450 Golden Gate Ave., San Francisco, CA 94102, from 9:00 a.m. to 4:00 p.m., Monday
17 through Friday, excluding Court holidays.

18 You can also obtain additional information by contacting the Settlement Administrator at
19 Streamlabs Class Action Settlement, c/o Claim Administrator, 1650 Arch Street, Suite 2210,
20 Philadelphia, PA 19103, or 1-888-817-7075.

EXHIBIT 2

EMAIL NOTICE

Subject: Streamlabs Class Action Settlement

Legal Notice

A Class Action Settlement May Affect Your Rights

You are receiving this email because records indicate that you may have been unintentionally enrolled in a Streamlabs Pro subscription that carried an automatic monthly fee. Streamlabs is a company that has software that enables video streamers to broadcast their videos online on platforms (such as YouTube) and collect donations from viewers through third-party payment processors (such as PayPal). Streamlabs Pro allows donators to add GIFs or other effects to the messages that accompany the viewers' donations. Doing so automatically enrolled donators in a subscription for which they were charged monthly. Plaintiff alleges that Streamlabs violated California's Consumer Legal Remedies Act and Unfair Competition Law because Streamlabs' disclosures suggested it was a one-time fee and did not disclose that the fee would be automatically charged on a monthly basis. Streamlabs denies Plaintiff's allegations. If you added a GIF or other effect to a donation between March 3, 2018 and May 17, 2022 (the "Class Period") and were enrolled in a Streamlabs Pro subscription, you may be a Settlement Class Member who is entitled to a monetary payment as part of a class action settlement.

The Court has preliminary approved the settlement of this lawsuit.

This email is being sent to you as required by the Court. To determine if you are a Settlement Class Member, visit **www.StreamlabsClassActionSettlement.com** to review the detailed notice and the Settlement Agreement, or you can contact the Claim Administrator by calling toll free at 1-888-817-7075.

What does the settlement provide?

As part of the settlement, Streamlabs has created a Settlement Fund in the amount of \$4.4 million ("Settlement Fund"). In addition, Streamlabs has agreed to be responsible for the expenses involved in providing notice to the members of the Class and the administration of the claims submitted by class members. The Settlement Fund, less attorneys' fees and expenses, will be divided *pro rata* among class members who submit valid proof of claim forms, up to a full refund per Valid Claim of any charges beyond the initial charge paid to Streamlabs for Streamlabs Pro. Also, Streamlabs made changes to its website partly in response to Plaintiff's Consumers Legal Remedies Act Demand Letter and also in a good faith effort to ensure the pages meet CLRA standards as permitted by California Civil Code § 1782(e).

What are my options?

You can **submit a claim** for payment. In order to receive payment, you must submit a claim online by _____ [sixty days after the Final Approval Order] or by mail so that it is received no later than _____ [sixty days after the Final Approval Order]. You can **opt out of the class** by _____ [21 days after filing of motion for Final Approval], in which case you will not receive payment and will keep your right to sue **Streamlabs** on the released claims.

If it receives final approval, the settlement will release all claims related to Plaintiff's contentions that the disclosures relating to the automatic enrollment in and renewal of a Streamlabs Pro subscription.

You can also **object to the settlement** by [21 days after filing of motion for Final Approval], which does not affect your ability to file a claim. For complete instructions on how to opt out or object visit the settlement website. If you **do nothing**, you will not receive a payment and you will be bound by the decisions of the Court.

Court Hearing and Attorneys' Fees

The Court will hold a hearing on [Date of Final Approval Hearing, at __: __ .m. PT] to consider whether to grant final approval for the settlement. If the settlement is approved, the attorneys for the class will ask the Court for a payment from the Settlement Fund for attorneys' fees, costs, and expenses, and a payment from the Settlement Fund for the named plaintiff. The attorneys will seek, and Streamlabs has agreed not to oppose, a fee and expense award not to exceed \$1,100,000. Note that the hearing date and time may change without further notice to you, although any such change will be reflected on the settlement website, which is www.StreamlabsClassActionSettlement.com [hyperlink]. You may attend the hearing, but you do not have to. Plaintiff's motion for attorneys' fees, costs, and expenses will be posted on the settlement website after it is filed.

More Information

This is only a summary. For more information, please visit www.StreamlabsClassActionSettlement.com [hyperlink] or contact the Claim Administrator by calling toll free at 1-888-817-7075 or writing to Streamlabs Class Action Settlement, c/o Claim Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. You may also contact the Settlement Administrator at info@StreamlabsClassActionSettlement.com. The case name is *Zara Leventhal, individually and on behalf of all others similarly situated, v. Streamlabs, LLC*, Case No. 3:22-cv-01330-LB.

Please do not directly reply to this email or call the Court or the Court Clerk's office if you have questions about the settlement or the claim process. Instead, contact the Claim Administrator.

EXHIBIT 3

Your Claim Form
must be submitted
online or
received by:
[DEADLINE]

Leventhal, et al. v. Streamlabs, LLC
Case No. 3:22-cv-01330-LB (N.D. Cal.)

STR-CLAIM

SETTLEMENT CLAIM FORM

GENERAL INSTRUCTIONS

You are eligible to submit a Claim Form if you are a Settlement Class Member.

The **Settlement Class includes**: All Persons in the United States who, during the period March 3, 2018 through May 17, 2022, were enrolled in a Streamlabs Pro automatic renewal subscription after adding a GIF or effect to their donation and were then billed a monthly charge for the subscription (after their first charge for their initial GIF or effect).

The **Settlement Class excludes**: (1) all officers, directors, and employees of Streamlabs and members of their families; (2) all officers, directors, and employees of Logitech and members of their families; (3) the Mediator, and any member of his immediate family; (4) any government entity; (5) any Settlement Class Members who have received refunds of all the monies that they paid for their Streamlabs Pro subscriptions; (6) any Persons who timely opt out of the Settlement Class; and (7) Honorable Laurel Beeler, and any member of her immediate family. The Settlement Class does not include Persons who paid only the initial fee for their GIF or effect.

SETTLEMENT CLASS MEMBER BENEFITS

If you file a valid claim, you will receive, via electronic payment, a *pro-rata* share of the Net Settlement Fund, based on the number of monthly payments you made during the Class Period (other than the initial enrollment fee), less the amount of any refunds for any of those monthly payments you have already been sent, up to a full refund per valid claim of any charges beyond the initial charge paid to Streamlabs for Streamlabs Pro.

SUBMITTING A CLAIM FORM

You can submit a Claim Form online at www.StreamlabsClassActionSettlement.com or by completing and submitting this Claim Form by mail to: Streamlabs Class Action Settlement, c/o Claim Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. The deadline to submit your Claim Form online is **DEADLINE**. You must mail your Claim Form, so it is **received no later than DEADLINE**.

If your Claim Form is incomplete or missing information, the Claim Administrator may contact you for additional information. If you do not respond and your claim is denied, you will not receive a settlement payment. If you have any questions, please contact the Claim Administrator by email at info@StreamlabsClassActionSettlement.com or by mail at the address listed above.

**Your Claim Form
must be submitted
online or
received by:
[DEADLINE]**

Leventhal, et al. v. Streamlabs, LLC
Case No. 3:22-cv-01330-LB (N.D. Cal.)

STR-CLAIM

SETTLEMENT CLAIM FORM

I. CLAIMANT CONTACT INFORMATION

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

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

Notice ID Number*

* If you received a Notice about this Settlement via email, provide the Notice ID number.

II. INFORMATION ABOUT YOUR STREAMLABS PRO SUBSCRIPTION

(a) During the period of March 3, 2018 through May 17, 2022, were you enrolled in a Streamlabs Pro automatic renewal subscription in the United States?

- ☐ Yes, I was enrolled
- ☐ No, I was not enrolled

(b) If the answer to the above Question is "Yes", did you intend to subscribe to a Streamlabs Pro subscription?

- ☐ Yes, I intended to subscribe to the Streamlabs Pro subscription
- ☐ No, I did not intend to subscribe to the Streamlabs Pro subscription

(c) If you did not intend to subscribe to the Streamlabs Pro subscription, please provide the **# of monthly renewal payments that you made that were not refunded** during the period of March 3, 2018 through May 17, 2022.

Do not include the first payment since it was not a renewal.

Number of Monthly Renewal Payments Made That were Not Refunded: _____

(d) Please provide the email address that was associated with your Streamlabs Pro subscription during the period of March 3, 2018 through May 17, 2022.

Email Address: _____

**Your Claim Form
must be submitted
online or
received by:
[DEADLINE]**

Leventhal, et al. v. Streamlabs, LLC
Case No. 3:22-cv-01330-LB (N.D. Cal.)

STR-CLAIM

SETTLEMENT CLAIM FORM

III. PAYMENT SELECTION

Please select **one** of the following payment options:

☐ **PayPal** - Enter your PayPal email address:

☐ **Venmo** - Enter the mobile number associated with your Venmo account: ____-____-____

☐ **Zelle** - Enter the mobile number or email address associated with your account:

☐ **Virtual Prepaid Card** - Enter your email address:

☐ **ACH Transfer** (*Available for online claims only*)

Please contact the Claims Administrator to request a paper check.

IV. CERTIFICATION & SIGNATURE

BY SIGNING AND SUBMITTING THIS CLAIM FORM, YOU OR YOUR AUTHORIZED REPRESENTATIVE ACTING ON YOUR BEHALF CERTIFY AS FOLLOWS:

- I am a natural person residing in the United States who made one or more monthly payment(s) for a Streamlabs Pro subscription during the Class Period which was not refunded by or on behalf of Streamlabs Pro;
- I have read the Notice and Claim Form, including the descriptions of the Releases provided for in the Settlement Agreements;
- I am a Settlement Class Member and am not one of the individuals or entities excluded from the Settlement Class;
- I have not submitted a Request for Exclusion;
- I entered into the Streamlabs Pro subscription associated with this Claim Form for myself and not as an agent of another, and have not assigned my Settled Claims to another, and have not submitted another claim on my behalf in this Settlement;
- I submit to the jurisdiction of the United States District Court for the Northern District of California with respect to my claim and for purposes of enforcing the Releases set forth in any Judgment(s) that may be entered in the Action;

**Your Claim Form
must be submitted
online or
received by:
[DEADLINE]**

Leventhal, et al. v. Streamlabs, LLC
Case No. 3:22-cv-01330-LB (N.D. Cal.)

STR-CLAIM

SETTLEMENT CLAIM FORM

- I agree to furnish any additional information with respect to this Claim Form as the Claims Administrator or the Court may require, and the failure to do so may result in the denial of my Claim;
- I acknowledge that I will be bound by and subject to the terms of the Judgments that will be entered in the Action if the Settlement is approved; and
- I understand that any trial by jury and any right of appeal or review of the Court's determination with respect to my Claim are waived.

UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA, I CERTIFY THAT ALL THE INFORMATION PROVIDED BY ME ON THIS CLAIM FORM IS TRUE, CORRECT, AND COMPLETE AND THAT THE DATA SUBMITTED IN CONNECTION WITH THIS CLAIM FORM ARE TRUE AND CORRECT COPIES OF WHAT THEY PURPORT TO BE.

Signature: _____ **Printed Name:** _____

Date: ____/____/____

QUESTIONS?

If you have any questions or if you would like to request a paper check, please contact the Claim Administrator by email at info@StreamlabsClassActionSettlement.com or by mail at: Streamlabs Class Action Settlement, c/o Claim Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

EXHIBIT 4

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 Alexander S. Vahdat (SBN 284963)
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Attorneys for Defendant Streamlabs, LLC

**UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION**

ZARA LEVENTHAL, individually and on)
 behalf of all others similarly situated,)

Plaintiff,)

vs.)

STREAMLABS, LLC,)

Defendant.)

Case Number: 3:22-cv-01330-LB

**[PROPOSED] ORDER CERTIFYING
 SETTLEMENT CLASS, GRANTING
 PRELIMINARY APPROVAL OF CLASS
 ACTION SETTLEMENT AND
 APPROVING FORM AND MANNER OF
 NOTICE OF SETTLEMENT**

WHEREAS, a class action captioned *Zara Leventhal, individually and on behalf of all*

1 *others similarly situated, v. Streamlabs, LLC*, Case No. 3:22-cv-01330-LB is pending before this
2 Court (the “Action”);

3 WHEREAS, Plaintiff Zara Leventhal (“Plaintiff”), on her own behalf and on behalf of the
4 Class (defined below) and defendant Streamlabs, LLC (“Defendant” or “Streamlabs”) have jointly
5 entered, by and through their respective counsel, into a Settlement of the claims asserted in the
6 Action, the terms of which are set forth in a Settlement Agreement, dated July 17, 2024 (the
7 “Settlement Agreement” or “Agreement”), subject to approval of the Court;

8 WHEREAS, Plaintiff has moved the Court for preliminary approval of a proposed class
9 action settlement with Streamlabs, the terms and conditions of which are set forth in the Settlement
10 Agreement filed with the Court;

11 WHEREAS, on March 2, 2022, Plaintiff filed her Class Action Complaint for violations of
12 the California Consumers Legal Remedies Act (“CLRA”), Cal. Civ. Code §§1750 *et seq.*, and
13 violations of the California Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code §§17200 *et*
14 *seq.* (ECF 1).

15 WHEREAS, this Action alleges, on behalf of a nationwide class, that Streamlabs deceived
16 consumers into signing up for a subscription product, Streamlabs Pro, that has an automatic
17 monthly fee of \$5.99. Streamlabs allows content creators to stream their videos on platforms (such
18 as YouTube) and to collect donations from viewers through third-party payment processors (such
19 as PayPal. Streamlabs Pro allows donors to add GIFs or other effects (such as hearts, stars, or
20 confetti) to messages that accompany the viewers’ donations. Plaintiff alleged she added a GIF
21 and was automatically enrolled in Streamlabs Pro at a monthly fee of \$5.99. Plaintiff alleged that
22 the \$5.99 per month fee was deceptive because it suggested that it was a one-time fee and did not
23 disclose that the \$5.99 monthly fee would renew automatically, in violation of the CLRA and the
24 UCL.

25 WHEREAS, pursuant to California Civil Code §1782, Plaintiff served the Notice and
26 Demand required by the CLRA on Streamlabs, informing Streamlabs that its Streamlabs Pro auto-
27 renewal subscription was in violation of the CLRA, in particular California Civil Code §1770, and
28 demanded that Streamlabs rectify such violations on a class-wide basis (“CLRA Demand”).

1 WHEREAS, on May 12, 2022, Streamlabs sent a response to Plaintiff's CLRA Demand,
2 and on May 26, 2022, Streamlabs sent a second response to Plaintiff's CLRA Demand, in which
3 Streamlabs maintained Plaintiff's complaint and her CLRA Demand did not state a claim, and
4 described changes to Streamlabs' website made in March 2022 and on May 17, 2022, partly in
5 response to Plaintiff's CLRA Demand Letter and also in a good faith effort to ensure the pages
6 meet CLRA standards as permitted by Civil Code § 1782(e).

7 WHEREAS, the parties negotiated a proposed form of protective order regarding the
8 treatment of confidential documents, which was entered by the Court on June 17, 2022. (ECF 28.)

9 WHEREAS, on July 5, 2022, Plaintiff filed an Amended Class Action Complaint (the
10 "Complaint") (ECF 31) alleging violations of the CLRA and the UCL. Defendant filed a motion to
11 dismiss the Complaint (ECF 32, 41, 43), which Plaintiff opposed (ECF 39). The Court denied
12 Defendant's motion to dismiss in its entirety on December 23, 2022 (ECF 54).

13 WHEREAS, Plaintiff served interrogatories and requests for production on February 23,
14 2023. Defendant responded initially on March 27, 2023. Following multiple written and oral meet
15 and confer conferences, Defendant provided supplemental responses on May 31, 2023, along with
16 a production of certain documents. After additional follow-up meet and confers, on September 18,
17 2023, Streamlabs served Second Supplemental Responses to the Plaintiff's First Set of
18 Interrogatories, Second Supplemental Responses to Plaintiff's First Set of Requests for Production,
19 and produced additional documents. Streamlabs also produced a privilege log. Plaintiff sent a draft
20 of a discovery dispute letter to Defendant on September 27, 2023 and requested a meet and confer
21 regarding it if the mediation proceedings then being scheduled were unsuccessful.

22 WHEREAS, the parties jointly selected a mediator from JAMS, John Bates ("Mediator"),
23 prepared mediation statements for the mediator, and participated in a mediation session before the
24 JAMS mediator on September 28, 2023. The mediation was unsuccessful and the Parties continued with
25 their discovery efforts.

26 WHEREAS, the Mediator continued his efforts, however, and the Parties were able to reach
27 a mediated resolution of the Action, providing for a cash settlement for the class of \$4.4 million,
28 plus the costs of providing notice to the Settlement Class members and the costs of administration

1 of the Settlement.

2 WHEREAS, Streamlabs denies all of Plaintiff's allegations and charges of wrongdoing or
3 liability against it arising out of any of the conduct, statements, acts, or omissions alleged, or that
4 could have been alleged, in the Action. Streamlabs also denies that any person has suffered damage
5 or harm by reason of any alleged conduct, statement, act or omission on the part of Streamlabs.
6 Streamlabs further denies that the Action meets the requisites for certification as a class action
7 under Rule 23 of the Federal Rules of Civil Procedure, except for purposes of settlement, or that
8 the evidence is sufficient to support a finding of liability on any of the claims in the Action.

9 WHEREAS, the terms of the settlement are summarized in the proposed Long Form Notice
10 to Settlement Class Members, which is attached as Exhibit 2 to the Settlement Agreement and
11 which will be on the Settlement website. In brief, Streamlabs has agreed to the entry of a court
12 order preliminarily approving the Settlement Agreement and providing for Notice to be provided
13 to the Settlement Class Members.

14 WHEREAS, as part of the settlement, Plaintiff's Counsel may apply to this Court for an
15 award of attorneys' fees, costs, and expenses. Plaintiff's Counsel will seek, and Streamlabs has
16 agreed not to oppose, a fee and expense award not to exceed one million one hundred thousand
17 dollars (\$1,100,000.00). Plaintiff's Counsel may also apply to this Court for, and Streamlabs has
18 agreed not to oppose, payment of an Incentive Award to the Plaintiff. These applications must be
19 approved by the Court, and the Court will defer any ruling on the appropriateness of such awards
20 until the Final Approval hearing.

21 Having considered all matters submitted to it at the hearing on the motion and otherwise,
22 including the complete record of this Action, and good cause appearing therefore, the Court
23 grants preliminary approval of the Settlement and hereby finds and concludes as follows:

24 1. The capitalized terms not otherwise defined herein shall have the same meaning as
25 defined in the Settlement Agreement except as may otherwise be ordered.

26 2. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C.
27 §1332(d), and has personal jurisdiction over the Parties and the Settlement Class Members. Venue
28 is proper in this District.

1 3. The Court preliminarily approves the Settlement Agreement as within the range of
2 possible final approval, and as meriting submission to the Settlement Class for its consideration.
3 The Settlement Agreement was reached as a result of arm's length negotiations by the Parties and
4 their counsel through an experienced JAMS mediator, John B. Bates. Additionally, before entering
5 into the Settlement Agreement, Plaintiff's Counsel conducted a comprehensive examination and
6 investigation of the facts and law. The Parties also briefed a motion to dismiss the Complaint,
7 which this Court denied in its entirety. Thus, Plaintiff and her counsel had sufficient information
8 to evaluate the strengths and weaknesses of the case and to conduct informed settlement
9 discussions.

10 4. The Court hereby provisionally certifies, for settlement purposes only, a Settlement
11 Class pursuant to Rules 23(b)(2) and 23(b)(3), consisting of:

12 All Persons in the United States who, during the period March 3, 2018 through May
13 17, 2022, were enrolled in a Streamlabs Pro automatic renewal subscription after
14 adding a GIF or effect to their donation, and were then billed a monthly fee for the
subscription (after their first charge for their initial GIF or effect).

15 The following Persons are excluded from the Settlement Class: (1) all officers, directors, and
16 employees of Streamlabs and members of their families; (2) all officers, directors, and employees
17 of Logitech and members of their families; (3) the Mediator, and any member of his immediate
18 family; (4) any government entity; (5) any Settlement Class Members who have received refunds
19 of all the monies that they paid for their Streamlabs Pro subscriptions; and (6) any Persons who
20 timely opt out of the Settlement Class. The Settlement Class does not include Persons who were
21 billed only the initial \$5.99 for their GIF or effect.

22 5. The Court preliminarily finds and concludes, for settlement purposes only, that the
23 Settlement Class, as defined above, meets the requirements for class certification under Federal
24 Rules of Civil Procedure 23(a), 23(b)(2), and 23(b)(3). Specifically, the Court finds that (1) the
25 Settlement Class Members are sufficiently numerous such that joinder is impracticable; (2) there
26 are common questions of law and fact; (3) Plaintiff's claims are typical of those of the Settlement
27 Class Members; (4) Plaintiff and Settlement Class Counsel have fairly and adequately represented,
28 and will continue to fairly and adequately represent, the interests of the Settlement Class Members;

1 and (5) for purposes of settlement, the Settlement Class meets the predominance and superiority
2 requirements of Rule 23(b)(3). Injunctive relief also is appropriate respecting the class as a whole
3 under Rule 23(b)(2).

4 6. Certification of the Settlement Class shall be solely for settlement purposes and
5 without prejudice to the Parties in the event the settlement is not finally approved by this Court or
6 otherwise does not take effect, and the Parties preserve all rights and defenses regarding class
7 certification in the event the settlement is not finally approved by this Court or otherwise does not
8 take effect.

9 7. The Court conditionally designates the law firms of Wolf Popper LLP and Berman
10 Tabacco, as Settlement Class Counsel and Plaintiff Zara Leventhal as class representative for
11 purposes of this settlement. The Court designates, and approves, Angeion Group to serve as Claim
12 Administrator.

13 8. Since the Settlement Agreement is within the range of reasonableness and possible
14 final approval, notice shall be provided to the Settlement Class pursuant to the Settlement
15 Agreement as set forth in the Notice Plan. The Claim Administrator shall also provide notice in
16 compliance with 28 U.S.C. § 1715. As set forth in the Notice Plan, the Claim Administrator shall
17 do the following:

- 18 a. At least seven days prior to the Notice Date, the Claim Administrator shall establish
19 the Settlement Website, which shall contain information about the Action;
20 information about the Settlement Class Members' rights; answers to frequently
21 asked questions; the address and telephone number(s) for the Claim Administrator
22 and addresses and telephone numbers for Plaintiff's Counsel and Streamlabs'
23 Counsel; the Long Form Notice in both downloadable PDF format and HTML
24 format with a clickable table of contents; a downloadable and online version of the
25 Claim Form; a downloadable and online version of the form by which Settlement
26 Class Members may opt out of the Settlement Class; the Complaint; the Settlement
27 Agreement; and the signed order of Preliminary Approval. The Claim
28 Administrator shall add to the Settlement Website all other material filings by the

Parties or the Court regarding the settlement, including Plaintiff's application for attorneys' fees, costs, expenses, and/or Incentive Award, the motion for Final Approval, and any orders with respect to such applications and motions.

b. The Claim Administrator shall initiate the process of providing the Email Notice via email to identified Settlement Class Members in accordance with the Notice Plan as soon as practicable after the Notice Date.

c. The Claim Administrator shall initiate the process of publishing the Online Advertisement Notices in accordance with the Notice Plan as soon as practicable under the Notice Date, so that overall notice of the settlement (including the Online Notice and the Email Notice) is reasonably calculated to apprise the Settlement Class Members of the settlement.

d. The Claim Administrator shall set up the toll-free telephone number as further described in the Notice Plan.

9. A Final Approval hearing shall be held before this Court on _____[date] at _____[time], _____[year] [*at least 100 days after the Notice Date*] in Courtroom _____, _____Floor, at the United States District Court for the Northern District of California, _____, to address: (a) whether the proposed settlement should be finally approved as fair, reasonable, and adequate, and whether the Final Approval Order should be entered; and (b) whether Class Counsel's applications for attorneys' fees, costs, expenses and payment of an Incentive Award to Plaintiff should be approved.

10. The Court approves, as to form and content, Notices that are substantially similar to the forms attached as Exhibits 1 to 2 to the Settlement Agreement, as well as a Claim Form that is substantially similar to the form attached thereto as Exhibit 3. The Claim Form and all the notices are written in plain English and are easy to comprehend. The Parties shall have discretion to jointly make non-material minor revisions to the claim form and Notices before publishing. Responsibility for settlement administration, including, but not limited to, notice and related procedures, shall be performed by the Claim Administrator, subject to the oversight of the Parties and this Court as described in the Settlement Agreement.

1 11. The Court finds that the Parties' plan for providing notice is reasonably calculated
2 to provide notice to the Settlement Class of the pendency of the Action, certification of the
3 Settlement Class, the terms of the Settlement Agreement, and the Final Approval hearing, and
4 complies fully with the requirements of the California and United States Constitutions, Rule 23 of
5 the Federal Rules of Civil Procedure, and any other applicable law. The Parties and the Claim
6 Administrator shall comply with the Notice Plan as set forth in the Settlement Agreement.

7 12. Any member of the Settlement Class who desires to be excluded from the Settlement
8 Class, and therefore not be bound by the terms of the Settlement Agreement, must submit a request
9 for exclusion to the Claim Administrator, pursuant to the instructions set forth in the Long Form
10 Notice. The request must be submitted online by no later than _____ [21 days after
11 filing of Motion for Final Approval], or if mailed, it must be received (not just postmarked) by no
12 later than _____ [21 days after filing of Motion for Final Approval]. No one shall
13 be permitted to exercise any exclusion rights on behalf of any other Person, whether as an agent or
14 representative of another or otherwise, except upon proof of a legal power of attorney,
15 conservatorship, trusteeship, or other legal authorization, and no one may exclude other Persons
16 within the Settlement Class as a group, class, or in the aggregate.

17 13. No later than three (3) days after _____ [21 days after filing of
18 Motion for Final Approval], the Claim Administrator shall prepare and deliver to the Parties a list
19 of the names of the Persons who, pursuant to the Long Form Notice, have excluded themselves
20 from the Settlement Class in a valid and timely manner. Plaintiff's Counsel shall file that list with
21 the Court no later than fourteen (14) days prior to Final Approval. The Court retains jurisdiction
22 to resolve any disputed exclusion requests. No later than three (3) days after the opt-out deadline
23 i.e. (28 days prior to the Final Approval Hearing), the Claim Administrator shall also provide a
24 declaration under penalty of perjury to the Court that the Notice provides sufficient reach and
25 frequency to alert Settlement Class Members to the pendency of the Action and their rights
26 thereunder

27 14. Any Settlement Class Member who does not submit a valid and timely request for
28 exclusion may submit a written objection to the Settlement Agreement. The objection must satisfy

1 the requirements described in the Long Form Notice. The objection must be sent to the Claim
2 Administrator or to Plaintiff's Counsel and Streamlabs' Counsel at the addresses shown on the
3 settlement website, who will then file the objection, request to appear, and any supporting papers
4 with the Court promptly upon receipt of the objection. The objection must be submitted online by
5 no later than _____ *21 days after filing of Motion for Final Approval*], or if mailed,
6 it must be received (not just postmarked) by no later than _____ [*21 days after*
7 *filing of Motion for Final Approval*].

8 15. Any Settlement Class Member wishing to object or opt out who fails to properly or
9 timely file or serve any of the requested information and/or documents will be precluded from
10 doing so.

11 16. Any Settlement Class Member shall have the right to appear and be heard at the
12 Final Approval hearing, either personally or through an attorney retained at the Settlement Class
13 Member's own expense, provided they file a request to be heard and/or objection as described in
14 the Long Form Notice. However, if the Settlement Class Member wishes to object to the settlement
15 at the Final Approval hearing (either personally or through counsel), the Settlement Class Member
16 must submit a written objection as set forth in the prior paragraph of this Order.

17 17. Plaintiff shall file her motions for Final Approval and for any award of attorneys'
18 fees, costs, expenses, and Incentive Award no later than 49 days prior to the Final Approval hearing.
19 Plaintiff's Counsel shall file any reply briefs in support of such motions within fourteen (14) days
20 after any Settlement Class Member files its opposition to such motion. The parties shall also file
21 any responses to any Settlement Class Member objections or requests to intervene and any replies
22 in support of final settlement approval no later than _____ [*14 days prior to Final*
23 *Approval hearing*]. These motions and all supporting documentation shall promptly be posted to
24 the settlement website.

25 18. In the event that certification of the Settlement Class, Preliminary Approval, or Final
26 Approval of the settlement, or any other order necessary to effectuate the Settlement Agreement is
27 denied, or the Settlement Agreement is not finally approved, or is terminated or cancelled or fails
28 to become effective for any reason whatsoever, or if this Court or a reviewing court takes any action

1 to impair or reduce the scope or effectiveness of the Release set forth in Part X or to impose greater
2 financial or other burdens on Streamlabs than those contemplated in the Settlement Agreement, or
3 if Final Approval is reversed on appeal, the Action shall revert to its status as it existed prior to the
4 date of the Settlement Agreement, and the Claim Administrator shall return to Streamlabs any
5 amounts Streamlabs had already deposited that are not required to pay for notice and
6 administration. In the event of such a reversion, no class shall be deemed to have been certified,
7 and the proposed or actual certification of a Settlement Class shall not be urged or considered as a
8 factor in any subsequent litigation over the certification of a litigation class or classes. Additionally,
9 in the event of such a reversion, the Settlement Agreement shall be void *ab initio*, shall have no
10 force or effect, and shall impose no obligations on the Parties except as set forth in the Settlement
11 Agreement. Alternatively, in the event that certification of the Settlement Class, Preliminary
12 Approval or Final Approval of the settlement, or any other order necessary to effectuate the
13 Settlement Agreement is denied, or the Settlement Agreement is not finally approved, or is
14 terminated or cancelled or fails to become effective for any reason whatsoever, or if this Court or a
15 reviewing court takes any action to impair or reduce the scope or effectiveness of the Release set
16 forth in Part X or to impose greater financial or other burdens on Streamlabs than those
17 contemplated in the Settlement Agreement, or if Final Approval is reversed on appeal, the Parties
18 may, but are not required to, modify the Settlement Agreement. Such a modification shall be
19 binding only if it is in writing and executed by Plaintiff's Counsel and Streamlabs' Counsel.

20 19. Streamlabs shall pay all reasonable fees, costs and expenses associated with
21 providing notice to the Class Members, the administration of the Settlement, including, without
22 limitation, any Taxes due, and the reasonable administrative expenses incurred and fees charged by
23 the Claims Administrator in connection with responding to and processing the submitted claims
24 and distributing the Net Settlement Fund to Authorized Claimants. In the event that the Settlement
25 is terminated, as provided for in the Settlement Agreement, notice and administration costs paid or
26 incurred in connection with this paragraph shall not be returned to the person(s) who paid the
27 Settlement Amount and Plaintiff, Plaintiff's Counsel, and Defense Counsel shall have no liability
28 therefor.

1 20. Pending final determination of whether the Settlement Agreement should be finally
2 approved, Plaintiff and all Settlement Class Members (and any persons purporting to act on their
3 behalf) are barred and enjoined from filing, commencing, prosecuting, maintaining, or enforcing
4 any action against the Released Parties insofar as such action asserts Released Claims, directly or
5 indirectly, in any judicial, administrative, arbitral, or other forum. This bar and injunction is
6 necessary to protect and effectuate the Settlement Agreement and this Preliminary Approval order,
7 and this Court's authority to effectuate the Settlement Agreement, and is ordered in aid of this
8 Court's jurisdiction.

9 21. This Preliminary Approval order, the Settlement Agreement, and all negotiations,
10 statements, agreements, and proceedings relating to the settlement, and any matters arising in
11 connection with settlement negotiations, proceedings, or agreements, shall not constitute or be
12 described as, construed as, offered, or received against Streamlabs or the other Released Parties as
13 evidence or an admission of (i) the truth of any allegations made by the Plaintiff, (ii) liability or
14 fault of any kind, or (iii) that this Action or any other action may be properly certified as a class
15 action for litigation, non-settlement purposes. This Preliminary Approval order, the Settlement
16 Agreement, and all negotiations, statements, agreements, and proceedings relating to the settlement,
17 and any matters arising in connection with settlement negotiations, proceedings, or agreements,
18 also shall not constitute or be described as, construed as, offered, or received against Plaintiff as
19 evidence or an admission of any weakness or infirmity of any claim or allegation made by Plaintiff
20 in this Action.

21 22. The Court may, for good cause, extend any of the deadlines set forth in this Order
22 without further notice to the Settlement Class Members. The Final Approval hearing may, from
23 time to time and without further notice to the Settlement Class Members, be continued by order of
24 the Court. However, any continuance by the Court will be noted on the Settlement Website.

25 23. The Parties shall have the right, by agreement and subject to the Court's approval,
26 to grant any reasonable extension of time that might be needed to carry out any of the provisions
27 of the Settlement Agreement.

28 24. The following chart summarizes the dates and deadline set by this Order:

Notice Date	21 days after entry of this Preliminary Approval Order
Claim Filing Deadline	60 Days after Final Approval Order
Last day for Settlement Class Counsel to file motion for final approval and for an award of Settlement Class Counsel attorneys' fees, costs, and expenses and/or Incentive Award	49 days prior to the Final Approval hearing
Deadline to Opt Out or Object	21 days after filing of Final Approval motion
Last day for Claim Administrator to certify to the Court that it has complied with the requirements set forth in the Notice Plan	14 days before Final Approval hearing
Last day for Plaintiff's Counsel to file list of Settlement Class Members who have excluded themselves from the Settlement Class	14 days before Final Approval hearing
Last day for Parties to file responses to any Settlement Class Member objections or requests to intervene and any replies in support of final settlement approval.	14 days before Final Approval hearing
Final Approval hearing	_____ [at least 100 days after the Notice Date]

WHEREAS ;

IT IS SO ORDERED this ____ day of _____, 2024.

Hon. Laurel Beeler, U.S.M.J.

EXHIBIT 5

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Attorneys for Defendant Streamlabs, LLC

**UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION**

ZARA LEVENTHAL, individually and on)
 behalf of all others similarly situated,)

Plaintiff,)

vs.)

STREAMLABS, LLC,)

Defendant.)

Case Number: 3:22-cv-01330-LB

**[PROPOSED] FINAL JUDGMENT AND
 ORDER APPROVING CLASS ACTION
 SETTLEMENT**

1 WHEREAS:

2 A class action captioned *Zara Leventhal, individually and on behalf of all others similarly*
3 *situated, v. Streamlabs, LLC*, Case No. 3:22-cv-01330-LB is pending before this Court (the
4 “Action”). Plaintiff Zara Leventhal (“Plaintiff”), on her own behalf and on behalf of the Class
5 (defined below) and defendant Streamlabs, LLC (“Defendant” or “Streamlabs”) have jointly
6 entered, by and through their respective counsel, into a Settlement of the claims asserted in the
7 Action, the terms of which are set forth in a Settlement Agreement, dated July 17, 2024 (the
8 “Settlement Agreement” or “Agreement”), subject to approval of the Court.

9 Currently pending before the Court is an unopposed Motion for Class Certification, Final
10 Approval of Class Action Settlement, Award of Incentive Payment, and Award of Attorney’s Fees,
11 Costs, and Expenses (ECF ____, ____, ____). Having reviewed the papers, held a fairness hearing,
12 and taken the matter under submission, the Court grants the Motion finally certifying the Class and
13 granting final approval of the proposed Settlement, awarding Plaintiff an incentive award, and
14 awarding Attorneys’ fees, costs and expenses to Plaintiff’s Class Counsel.

15 Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court certifies, solely for
16 the purposes of effectuating the Settlement, the Class (as defined in the Settlement Agreement).
17 Excluded are those who timely and validly requested exclusion from the Settlement in accordance
18 with the Settlement Agreement and exhibits thereto.

19 Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for purposes of the
20 Settlement only, Plaintiff Zara Leventhal is appointed as the Class representative, and Plaintiffs’
21 counsel Wolf Popper LLP and Berman Tabacco are appointed as counsel for the Class.

22 The Court finds, for purposes of effectuating the Settlement only, that the prerequisites for
23 a class action under Rules 23(a), 23(b)(2), and 23(b)(3) of the Federal Rules of Civil Procedure
24 have been satisfied in that: (a) the Class Members are so numerous that joinder of all Class
25 Members in the Action is impracticable; (b) there are common questions of law and fact which
26 predominate over any individual questions; (c) the claims of the Class representative are typical
27 of the claims of the Class Members they represent; (d) Class representative and Class Counsel
28 have, under Rules 23(a)(4) and (g) of the Federal Rules of Civil Procedure, fairly and adequately

1 represented and protected the interests of all Class Members and will continue to do so; and (e) a
2 class action is superior to other available methods for the fair and efficient adjudication of the
3 controversy, considering: (i) the interests of Class Members in individually controlling the
4 prosecution of separate actions; (ii) the extent and nature of any litigation concerning the
5 controversy already commenced by Class Members; (iii) the desirability or undesirability of
6 continuing the Action in this particular forum; and (iv) the likely difficulties in managing the
7 Action.

8 This Court finds that the distribution of the Notice and the form and methodology of
9 notice: (a) constituted the best practicable notice to Class Members under the circumstances; (b)
10 were reasonably calculated, under the circumstances, to apprise Class Members of: (i) the nature
11 of the Action; (ii) the definition of the Class to be certified; (iii) the claims, issues, and
12 Defendant's defenses; (iv) the terms and effect of the proposed Settlement of this Action; (v) their
13 right to exclude themselves from the Settlement; (vi) their right to object to any aspect of the
14 proposed Settlement; (vii) their right to appear at the Final Approval Hearing, either on their own
15 or through counsel hired at their own expense, if they did not exclude themselves from the
16 Settlement; and (viii) the binding effect of the proceedings, rulings, orders, and judgments in this
17 Action, whether favorable or unfavorable, on all persons who are not excluded from the
18 Settlement; (c) were reasonable and constituted due, adequate, and sufficient notice to all entitled
19 to be provided with notice; and (d) fully satisfied all applicable requirements of the Federal Rules
20 of Civil Procedure (including Rules 23(c) and (d)), the United States Constitution (including the
21 Due Process Clause), the Rules of the Court, the Class Action Fairness Act, 28 U.S.C. § 1715,
22 and any other applicable law.

23 Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court finds that the
24 Settlement is the result of arm's-length negotiations between experienced counsel representing
25 the interests of the Parties, under the auspices of a neutral Mediator from JAMS, and hereby fully
26 and finally approves the Settlement as fair, reasonable, and adequate as to, and in the best
27 interests of, each of the Parties and the Class Members. Accordingly, the Parties and their
28 counsel are hereby authorized and directed to implement and consummate the Settlement in

1 accordance with its terms and conditions and this Order.

2 Plaintiff Zara Leventhal shall be paid a service award of \$5,000, in accordance with the
3 terms of the Settlement Agreement.

4 Plaintiffs' counsel shall be paid \$_____ in attorneys' fees and expenses, in
5 accordance with the terms of the Settlement Agreement.

6 The Claims Administrator, Angeion Group, shall be paid for its fees and expenses in
7 accordance with the terms of the Settlement Agreement and Defendant's agreement with the
8 Claims Administrator.

9 The Action and all Released Claims as defined in the Settlement Agreement are dismissed
10 with prejudice in their entirety. The Parties shall bear their own costs, except as and to the extent
11 provided in the Settlement Agreement, this Final Judgment and Order ("Judgment"), or any other
12 Order by this Court awarding attorneys' fees and expenses.

13 Upon the Effective Date, the Class representatives and all other Class Members, and all
14 others claiming through or on behalf of any of them, and Class Counsel, shall be: (a) deemed to
15 have, and by operation of the Judgment shall have, fully, finally, and forever released,
16 relinquished, discharged, and dismissed all Released Claims against Defendant and the Released
17 Persons as defined in the Settlement Agreement; (b) subject to and bound by the provisions of the
18 Settlement Agreement and this Judgment, the releases contained herein, and by all other
19 proceedings, rulings, orders, determinations and judgments in this Action, whether favorable or
20 unfavorable to the Class Members; and (c) permanently barred and enjoined from commencing,
21 instituting, maintaining or continuing to prosecute any action or proceeding in any court of law or
22 equity, arbitration tribunal, administrative forum, or other forum of any kind, asserting any of the
23 Released Claims against Defendant; provided, however, that nothing herein shall in any way
24 restrict or impair any Party's right to enforce the terms of the Settlement.

25 Upon the Effective Date, Defendant shall be: (a) deemed to have, and by operation of the
26 Judgment shall have, fully, finally, and forever released, relinquished, and discharged Plaintiff
27 and Class Counsel from all claims arising out of or relating to the institution, prosecution,
28 assertion, settlement, or resolution of the Action; provided, however, that nothing herein shall in

1 any way restrict or impair the rights of any Party to enforce the terms of the Settlement
2 Agreement and this Judgment; and (b) permanently barred and enjoined from commencing,
3 instituting, maintaining or continuing to prosecute any action or proceeding in any court of law or
4 equity, arbitration tribunal, administrative forum, or other forum of any kind, asserting any such
5 claims against Plaintiff and/or Class Counsel.

6 This Judgment, the Settlement, and any of their respective provisions, and any
7 negotiations, proceedings or agreements relating to the Settlement, and all matters arising in
8 connection with such negotiations, proceedings or agreements, and all acts performed or
9 documents executed pursuant to or in furtherance of the Settlement: may not be deemed to be or
10 used as an admission of, or evidence of, the validity or invalidity of any Released Claims, or of
11 any wrongdoing or liability of Defendant; and may not be deemed to be or used as an admission
12 of, or evidence of, any fault or omission of Defendant in any civil, criminal, or administrative
13 proceeding in any court, administrative agency or other tribunal. However, any party to this
14 Action may file the Settlement Agreement and/or this Judgment in any action that may be brought
15 against it in order to support any defense or counterclaim, including without limitation those
16 based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment
17 bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or
18 counterclaim.

19 Distributions to Class Members shall be made in accordance with the method outlined in
20 the Settlement Agreement.

21 Without affecting the finality of this Judgment in any way, this Court hereby retains
22 continuing jurisdiction over: (a) implementation of the Settlement; (b) the award of attorneys'
23 fees, costs, interest and reimbursement of expenses in the Action; and (c) all Parties hereto for the
24 purpose of construing, enforcing and administering the Settlement.

25 Any orders regarding the implementation of the Settlement, the distribution of Settlement
26 proceeds, attorneys' fees and expenses, or an award to the Class representative, or any appeal,
27 modification or change of any of the foregoing, shall in no way disturb or affect the finality of
28 this Judgment and shall be considered separate from this Judgment.

IT IS SO ORDERED this ____ day of _____, 2024.

Hon. Laurel Beeler, U.S.M.J.