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6 Objector, *Pro Se*

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8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**
10 **OAKLAND DIVISION**

11 AGUSTIN CACCURI, *et al.*, on behalf of
12 themselves and all others similarly situated,

13 Plaintiffs,

14 v.

15 SONY INTERACTIVE
16 ENTERTAINMENT LLC,

17 Defendant.
18
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Case No. 4:21-cv-03361-AMO

**OBJECTOR TROY KENNETH
SCHEFFLER'S ADMINISTRATIVE
MOTION FOR LEAVE TO FILE
RESPONSE TO MOTION FOR FINAL
APPROVAL AFTER DEADLINE**

[Fed. R. Civ. P. 6(b)(1)(B); Civil L.R. 7-11]

Judge: Hon. Araceli Martínez-Olgún

20
21 Under Federal Rule of Civil Procedure 6(b)(1)(B) and Civil Local Rule 7-11, Objector
22 Troy Kenneth Scheffler, a Settlement Class member proceeding without counsel, moves for leave
23 to file the Response to Class Plaintiff's Motion for Final Approval attached as Exhibit A, and asks
24 that the Court deem it filed. The Response addresses only arguments made in the Motion for Final
25 Approval, and granting leave would not change any other date in the schedule. This motion is
26 supported by the Declaration of Troy Kenneth Scheffler ("Scheffler Decl.").
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1 **I. BACKGROUND**

2 The Court set September 17, 2026, as the deadline for responses to the Motion for Final
3 Approval, September 24 for Class Plaintiff’s reply, and October 15 for the Fairness Hearing. ECF
4 No. 224 at 12. Class Plaintiff filed its Motion on September 3. ECF No. 239. Nearly ten pages of it
5 respond to the Objector’s objection. *Id.* at 19–28.

6 The Objector is not a registered e-filer and does not receive electronic notice of filings.
7 Scheffler Decl. ¶ 2. Class Counsel did not email him the Motion. It sent a paper copy by FedEx
8 with no signature required and no advance notice, and FedEx left the envelope outside his door on
9 September 8. *Id.* ¶¶ 3–4 & Ex. 2. The Objector did not know it was there. He found it on his
10 doorstep during the week of September 14—the week responses were due—and set it aside to
11 review, not knowing that a response was due September 17. *Id.* ¶¶ 3, 5. The package had no cover
12 letter, and neither the Motion nor the class notices mentioned that deadline; the notices listed the
13 July 2 objection deadline and a deadline to request to be heard at the hearing. *Id.* ¶ 5. On the
14 evening of September 18, a case manager for Class Counsel emailed the Objector that “[y]esterday
15 was the deadline for you to provide a response” and asked him to “email us your responsive papers
16 to our Motion for Final Approval, if any.” *Id.* ¶ 6 & Ex. 1. The Objector replied that evening and
17 asked whether Class Plaintiff would stipulate to a response by September 22. *Id.* ¶ 7. Later that
18 evening, he emailed this motion and the Response to counsel for all parties. *Id.* ¶ 8.

19 **II. ARGUMENT**

20 A court may extend a deadline after it has passed “if the party failed to act because of
21 excusable neglect.” Fed. R. Civ. P. 6(b)(1)(B). The rule is “liberally construed to effectuate the
22 general purpose of seeing that cases are tried on the merits.” *Ahanchian v. Xenon Pictures, Inc.*,
23 624 F.3d 1253, 1258–59 (9th Cir. 2010) (quotation omitted). The Court weighs “(1) the danger of
24 prejudice to the opposing party; (2) the length of the delay and its potential impact on the
25 proceedings; (3) the reason for the delay; and (4) whether the movant acted in good faith.” *Id.* at
26 1261 (citing *Pioneer Inv. Servs. Co. v. Brunswick Assocs. Ltd. P’ship*, 507 U.S. 380, 395 (1993)).
27 Each factor supports leave.

1 *Prejudice.* There is none. Class Plaintiff’s reply is not due until September 24, and Class
2 Counsel received the Response by email on September 18—the day after the deadline, and the
3 same evening Class Counsel asked for it. Scheffler Decl. ¶¶ 6, 8. The Objector does not oppose a
4 short extension of the reply deadline if Class Plaintiff wants one.

5 *Length of delay.* Class Counsel had the Response one day after the deadline, and the hearing
6 is more than three weeks away. No other date needs to move. *See Ahanchian*, 624 F.3d at 1262
7 (abuse of discretion to refuse to consider opposition filed three days late).

8 *Reason for the delay.* Class Counsel sent the Motion by FedEx with no signature required,
9 did not email a copy, and gave no notice that a package was coming, although it had the Objector’s
10 email address and used it to ask for his response. Scheffler Decl. ¶¶ 3–4. Rule 5 does not treat
11 FedEx delivery as “mailing,” *see Magnuson v. Video Yesteryear*, 85 F.3d 1424, 1431 (9th Cir.
12 1996), and permits it only if the recipient consented in writing, Fed. R. Civ. P. 5(b)(2)(F), which
13 the Objector never did, Scheffler Decl. ¶ 4. The papers sat outside unnoticed until the week of
14 September 14, and neither the Motion nor the class notices told the Objector that a response was
15 due that week. *Id.* ¶¶ 3, 5. The Ninth Circuit applies no “rigid legal rule against late filings
16 attributable to any particular type of negligence.” *Pincay v. Andrews*, 389 F.3d 853, 860 (9th Cir.
17 2004) (en banc).

18 *Good faith.* The Objector served the Response the same evening he learned of the deadline,
19 sought a stipulation, attached the FedEx delivery record himself, and limited the Response to the
20 arguments in the Motion.

21 The Response will also assist the Court. Among other things, it identifies a conflict between
22 the Court’s order and the class notices: the notices told class members the Fairness Hearing would
23 be held in San Francisco rather than Oakland, and the Long-Form Notice gave a July 2 deadline to
24 file a notice of intent to appear rather than the Court’s October 1 deadline. Response § VII. The
25 Court may wish to address that before October 15.

26 **III. EFFORTS TO OBTAIN A STIPULATION (CIVIL L.R. 7-11(a))**

27 On September 18, the Objector asked Class Counsel whether Class Plaintiff would stipulate
28 to his filing a response by September 22 and requested an answer by noon Pacific time on

1 September 21. As of the date of this motion, Class Plaintiff has not agreed. Scheffler Decl. ¶ 7.
2 Because Class Plaintiff's reply is due September 24, he files now rather than wait, and he will
3 promptly notify the Court if a stipulation is reached.

4 **IV. CONCLUSION**

5 The Objector respectfully asks the Court to grant leave and to deem the Response attached
6 as Exhibit A filed as of the date of this motion.

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8 Dated: September 18, 2026

Respectfully submitted,

9
10 /s/ Troy Scheffler

11 _____
Troy Kenneth Scheffler
12 Objector, *Pro Se*
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EXHIBIT A

Objector's Response to Class Plaintiff's Motion for Final Approval

1 TROY KENNETH SCHEFFLER
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5 Email: troyscheffler@gmail.com
6 Objector, *Pro Se*

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8 **UNITED STATES DISTRICT COURT**
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11 AGUSTIN CACCURI, *et al.*, on behalf of
12 themselves and all others similarly situated,

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14 v.

15 SONY INTERACTIVE
16 ENTERTAINMENT LLC,

17 Defendant.

Case No. 4:21-cv-03361-AMO

**OBJECTOR TROY KENNETH
SCHEFFLER'S RESPONSE TO CLASS
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF PROPOSED
SETTLEMENT (ECF NO. 239)**

Date: October 15, 2026

Time: 2:00 p.m.

Courtroom: 5, 2nd Floor (Oakland)

Judge: Hon. Araceli Martínez-Olgún

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21 **INTRODUCTION**

22 Objector Troy Kenneth Scheffler, a Settlement Class member whose objection is docketed
23 at ECF No. 229 (the "Objection"), submits this response to Class Plaintiff's Motion for Final
24 Approval, ECF No. 239 (the "Motion"). It accompanies an administrative motion for leave to file it
25 after the September 17, 2026 deadline. Citations to docketed papers are to the page numbers in the
26 ECF header.

27 The Motion devotes nearly ten pages to the Objection, ECF No. 239 at 19–28, beginning
28 with the Objector's record in other cases. That record does not bear on whether this Settlement is

1 “fair, reasonable, and adequate,” Fed. R. Civ. P. 23(e)(2), and Rule 23(e)(5)(B) already places any
2 payment connected with any objection under the Court’s control. On the merits, the Motion
3 confirms the Objection. It defends the store credits on the ground that, by buying a PlayStation, the
4 Objector “agreed to be limited to the Sony PlayStation eco-system,” ECF No. 239 at 21—the lock-
5 in this case challenges. It calls the credits “essentially redeemed” once deposited, *id.* at 22, a theory
6 the Ninth Circuit rejected in *In re Easysaver Rewards Litigation*, 906 F.3d 747 (9th Cir. 2018). It
7 points to a cash option available only to class members who close their PSN accounts and give up
8 their digital libraries, *id.* at 22, 28. It says the Objector “can still bring his own prospective
9 injunctive relief action,” *id.* at 27, though the release reads otherwise. And it vouches for class
10 notices that gave the wrong city for the Fairness Hearing, *id.* at 18.

11 **ARGUMENT**

12 **I. THE FEE OBJECTION IS BEFORE THE COURT.**

13 Class Plaintiff’s own table lists no deficiency in the Objection, ECF No. 239 at 9, but the
14 Motion notes that “no opposition to the Motion for Attorneys’ Fees, Costs, Expenses, and Service
15 Awards was filed,” *id.* at 16. The Objection expressly challenges the fee request and the service
16 awards, ECF No. 229 at 2, 6–9, and it was filed by the Court’s deadline for objecting to both, ECF
17 No. 224 at 12. *See* Fed. R. Civ. P. 23(h)(2).

18 **II. THE “CASH OPTION” WAS NOT A REAL CHOICE.**

19 Class Plaintiff says the relief “is cash” for class members who “no longer possess an active
20 PSN account and timely request a check,” and that class members who preferred cash “could have
21 closed their PSN accounts and requested a check.” ECF No. 239 at 22, 28. The Court relied on the
22 same premise at preliminary approval: class members without active accounts receive checks, so
23 the credit “does not compel any class member to . . . continue business with SIE who would rather
24 have no relationship with SIE.” ECF No. 224 at 7.

25 The premise fails for the class members this Settlement actually pays. Under Sony’s terms,
26 closing a PSN account is “irreversible”; the holder loses access to PlayStation’s services, forfeits
27 any wallet balance, and must “immediately cease use of the Content.” PlayStation Terms of
28 Service §§ 8.1, 10.9, 12.3 (rev. Apr. 2026). Class Counsel reported that the average covered

1 account bought 22.2 games during the Class Period. ECF No. 219 at 23. For that class member, the
2 price of a check for about \$1.14 was his library—the “entire game collection” the Complaint
3 identifies as the switching cost that locks PlayStation owners in. ECF No. 190 ¶ 58. The results
4 bear this out: 438 check requests, ECF No. 239 at 10, from about 4.4 million eligible accounts, ECF
5 No. 224 at 2—fewer than one in 10,000. And the notices never offered active account holders a
6 cash election. They described checks only for class members “with deactivated PSN accounts.”
7 Notice of Class Action Settlement (Apr. 24, 2026) (“Long-Form Notice”) at 1, 5.

8 **III. UNDER *McKNIGHT* ITSELF, THE CREDITS ARE COUPONS.**

9 The Court evaluated the credits under the three factors in *McKnight v. Hinojosa*, 54 F.4th
10 1069, 1075 (9th Cir. 2022). ECF No. 224 at 5–6. *McKnight* is the closest case on its facts: Uber
11 credits that, for most class members, were “too small to purchase an Uber ride without paying more
12 out of pocket.” 54 F.4th at 1075–76. Applied here, each of its factors points the other way.

13 **A. First factor.**

14 In *McKnight*, the first factor weighed against coupon treatment, despite the small awards,
15 “because class members can claim their reward up-front in cash and may also passively receive
16 cash if they do not use their credit.” *Id.* Neither is true here. Cash is available only to a class
17 member who closes his account and gives up his library, *see* Part II, *supra*, and an unused PSN
18 credit never becomes cash. The credit will do what Class Counsel predicted at preliminary
19 approval: it will be “applied to the next purchase [class members] are already prone to make on
20 their own.” ECF No. 219 at 23. Under Sony’s terms, wallet funds go toward a purchase and, if they
21 fall short, Sony “may automatically charge your Approved Payment Method for the balance
22 necessary to complete the purchase.” PlayStation Terms of Service § 8.17. A credit averaging
23 \$1.14 thus works as a discount on a game the class member pays for with his own money. By Class
24 Plaintiff’s count, about 504 of roughly 10,000 games are priced under \$1.00, and about 118 at
25 \$0.91 or less, ECF No. 239 at 21, and each example Class Counsel offered at preliminary approval
26 was a temporary sale price, ECF No. 219 at 25 n.11.

1 **B. Second factor.**

2 *McKnight* held that because “the credit is valid only for Uber services, . . . the second factor
3 favors construction of the Settlement as a coupon settlement.” 54 F.4th at 1075–76. That was so
4 even though the credits could be used for any Uber service. PSN credits are valid only at the
5 PlayStation Store. Class Plaintiff’s answer is that “[b]y purchasing a Sony PlayStation console, Mr.
6 Scheffler agreed to be limited to the Sony PlayStation eco-system,” that “Sony games are only
7 available at the Sony PlayStation Store,” and that “*McKnight* does not require that the credit be
8 available outside the PlayStation eco-system.” ECF No. 239 at 21–22. That is the theory of this
9 case restated as a defense of the remedy. The Complaint alleges that “consumers can purchase
10 digital games only through the PlayStation Store or not at all,” and that Sony “has a 100% market
11 share in the relevant market.” ECF No. 190 ¶¶ 45, 62. The credits can be spent only in that market.

12 In *Easysaver*, credits usable on the defendants’ own websites were coupons because “class
13 members cannot use these credits without purchasing an item from Defendants,” and so “cannot
14 reap the benefits of the settlement without reengaging in the same purchasing activity that they
15 believe led to their injury.” 906 F.3d at 757. The Walmart gift cards in *In re Online DVD-Rental*
16 *Antitrust Litigation*, 779 F.3d 934 (9th Cir. 2015), were different in part because class members
17 could use them “without obtaining the product—DVDs—that led to their suit in the first place.”
18 *Easysaver*, 906 F.3d at 757 (citing *Online DVD*, 779 F.3d at 952). Here the only thing a credit can
19 buy is content from the store whose prices this case challenges.

20 **C. Third factor.**

21 In *McKnight*, the credits were “not transferable and technically expire[d] after one year,”
22 but the third factor favored the settlement because “upon expiration, the credits become cash
23 without requiring further action by the class member.” 54 F.4th at 1075–76. PSN credits never
24 become cash. PSN wallet funds “have no value outside PlayStation Store” and are “non-refundable
25 and non-transferable.” PlayStation Terms of Service §§ 7.2, 7.3. The Seventh Circuit’s description
26 of when “[t]he potential for abuse is greatest,” on which the Ninth Circuit relied in *Easysaver*, fits
27 these credits: they “have value only if a class member is willing to do business again with the
28 defendant,” they “have modest value compared to the new purchase for which they must be used,”

1 and they “are not transferable.” *Easysaver*, 906 F.3d at 755 (quoting *In re Sw. Airlines Voucher*
2 *Litig.*, 799 F.3d 701, 706 (7th Cir. 2015)).

3 **IV. DEPOSITING A CREDIT IS NOT REDEEMING IT, AND SECTION 1712**
4 **GOVERNS THE FEE.**

5 Class Plaintiff argues that because the credits will be placed in accounts automatically,
6 “virtually one hundred percent of the credits are essentially redeemed by SIE’s payment of the
7 settlement.” ECF No. 239 at 22. *Easysaver* forecloses that argument. The \$20 credits there were
8 emailed to every class member—“class members were not required to submit a claim to receive the
9 credit”—and the Ninth Circuit still held them to be coupons, explaining that “CAFA prevents
10 settling parties from valuing coupons at face value without accounting for their redemption rate.”
11 906 F.3d at 753, 756. CAFA measures fees by “the value to class members of the coupons that are
12 redeemed,” 28 U.S.C. § 1712(a), not by the value deposited. The Court’s preliminary finding
13 draws the same line: SIE’s cost is a loss “equal to the amount of each redeemed credit.” ECF
14 No. 224 at 7. A credit that sits unused in a dormant account, or is forfeited when an account is
15 closed, costs SIE nothing and gives the class member nothing.

16 At preliminary approval, the Court indicated that it would approve the Settlement even if
17 the credits were coupons. ECF No. 224 at 7–8. Section 1712 still controls the fee. The portion of
18 any fee “attributable to the award of the coupons shall be based on the value to class members of the
19 coupons that are redeemed.” 28 U.S.C. § 1712(a). A court may not award a percentage of the
20 coupons’ face value, and it may not use a lodestar to award fees “in exchange for obtaining coupon
21 relief without considering the redemption value of the coupons.” *Easysaver*, 906 F.3d at 758–59
22 (quoting *In re HP Inkjet Printer Litig.*, 716 F.3d 1173, 1186 (9th Cir. 2013)). Class Counsel’s
23 lodestar therefore cannot support a fee measured against the credits’ face value.

24 The Court need not guess at redemption. It may defer the portion of any fee attributable to
25 the credits until SIE reports the value of credits actually redeemed. *See Easysaver*, 906 F.3d at 760
26 n.13 (a fee award “can be bifurcated or staggered to take into account the speculative nature of at
27 least a portion of a class recovery”) (quoting *HP Inkjet*, 716 F.3d at 1186 n.19);
28

1 Fed. R. Civ. P. 23(e)(2)(C)(iii) (court considers “the terms of any proposed award of attorney’s
2 fees, including timing of payment”).

3 **V. THE PROPOSED SERVICE AWARDS COME OUT OF THE CLASS’S MONEY.**

4 Class Plaintiff argues that the Objector lacks standing to challenge service awards “paid
5 from Class Counsel’s fees.” ECF No. 239 at 24. There is no separate source. The Second Revised
6 Settlement Agreement makes all fees, costs, expenses, and any service award “payable solely out
7 of the Settlement Amount,” ECF No. 219-4 at 46 (¶ 15), and the notices told class members that
8 service awards would be paid “from the Settlement Amount or the Attorneys’ Fees,” Long-Form
9 Notice at 2, 8. The Settlement Amount is “nonreversionary” and goes to the Class “minus
10 attorneys’ fees, costs, expenses, and any service award approved by the Court.” ECF No. 219-4 at
11 45 (¶ 9). A dollar paid to Messrs. Caccuri and Neumark “from the fee” is therefore a dollar the
12 Court could otherwise leave with class members. The operative agreement also provides for a
13 service award only to the “Named Plaintiff,” Mr. Cendejas. *Id.* at 39, 46 (¶ 15). The Court has twice
14 noted its concern that Messrs. Caccuri and Neumark are not class members, ECF No. 224 at 2 n.1,
15 11, and the Motion answers only that they were “potential Class members through nearly all of this
16 case.” ECF No. 239 at 24.

17 **VI. THE COURT SHOULD HOLD CLASS PLAINTIFF TO ITS DESCRIPTION OF**
18 **THE RELEASE.**

19 Class Plaintiff tells the Court that the release is “limited to claims related to this case” and
20 “is narrow,” ECF No. 239 at 28, and that if the Objector “feels strongly, he can still bring his own
21 prospective injunctive relief action,” *id.* at 27. The release is not written that way. It discharges
22 “any and all past, present, or future liabilities, claims, . . . or causes of action of every nature and
23 description, at law or in equity, . . . known or unknown, . . . contingent or non-contingent, arising
24 out of or relating to any of the allegations . . . set forth, or referred to in any complaint” filed in this
25 action, and it adds a covenant not to sue on any such claim. ECF No. 219-4 at 47–49 (¶ 16(a), (c)).
26 The parties agreed that the release “shall be interpreted and enforced broadly and to the fullest
27 extent permitted by law.” *Id.* at 48 (¶ 16(b)). Nothing in the Settlement requires SIE to change the
28 practice the Complaint challenges, *id.* at 53 (¶ 26), and the Complaint sought “permanent

injunctive relief” against it, ECF No. 190 ¶ 79. A later suit for injunctive relief against that practice would “relat[e] to” the Complaint’s allegations. Either Class Plaintiff’s assurance is wrong, or the release does not mean what it says.

A release may extend only to claims “based on the identical factual predicate as that underlying the claims in the settled class action.” *Hesse v. Sprint Corp.*, 598 F.3d 581, 590 (9th Cir. 2010) (quotation omitted). And a judgment cannot extinguish “claims which did not even then exist” or confer “a partial immunity from civil liability for future violations.” *Lawlor v. Nat’l Screen Serv. Corp.*, 349 U.S. 322, 327–29 (1955). If the Court approves the Settlement, the Final Order and Judgment should make Class Plaintiff’s representations binding by stating that the release does not bar (a) any claim for prospective injunctive relief, or (b) any claim based on purchases made after the Class Period ended on December 31, 2023, for which the Class receives nothing. If Class Plaintiff’s description of the release is accurate, that costs the parties nothing.

Class Plaintiff’s other answer—that a class member concerned about the release “would have opted out,” ECF No. 239 at 28—would make every objection to a release self-defeating. Rule 23(e)(5)(A) gives “[a]ny class member” the right to object. It does not require him to leave the class to be heard.

VII. THE CLASS NOTICES MISSTATED THE HEARING LOCATION AND THE DEADLINE TO APPEAR.

The Motion represents that the notices “directly apprise eligible Settlement Class members of all the information they need to know to opt out, object, or request a check.” ECF No. 239 at 18. The Court set the Fairness Hearing at 1301 Clay Street in Oakland, ECF No. 224 at 13, and the Motion is noticed for Courtroom 5 in Oakland, ECF No. 239 at 1–2. But the Long-Form Notice and the email notice both told class members that the hearing would be held at 450 Golden Gate Avenue in San Francisco. Long-Form Notice at 2; Email Notice (May 4, 2026), ECF No. 229, Ex. A. The settlement website still said so on September 18, 2026. The Long-Form Notice also told class members that a Notice of Intent to Appear had to be filed “no later than July 2, 2026,” Long-Form Notice at 9, while the Court set October 1, 2026, ECF No. 224 at 12, and the email notice used October 1. A class member who followed the Long-Form Notice would have thought it too

1 late after July 2 to ask to be heard, and one who followed either notice would go to the wrong
2 courthouse.

3 Rule 23(e)(1)(B) requires notice “in a reasonable manner.” Before ruling, the Court should
4 direct the Administrator to post and email a correction stating the hearing’s location and the
5 October 1 deadline, and should give class members who relied on the notices a fair opportunity to
6 be heard.

7 CONCLUSION

8 For these reasons and those in the Objection, on which the Objector otherwise stands, the
9 Court should deny final approval. In the alternative, the Court should:

- 10 1. find that the PSN credits are coupons under 28 U.S.C. § 1712 and defer the portion of
11 any fee attributable to the credits until SIE and the Administrator report the value of
12 credits actually redeemed;
- 13 2. deny service awards to Messrs. Caccuri and Neumark;
- 14 3. state in the Final Order and Judgment that the release does not bar claims for
15 prospective injunctive relief or claims based on purchases made after December 31,
16 2023; and
- 17 4. before ruling, direct corrective notice of the Fairness Hearing’s location and of the
18 October 1, 2026 deadline to request to appear.

19
20 Dated: September 18, 2026

Respectfully submitted,

21 /s/ Troy Scheffler

22 _____
23 Troy Kenneth Scheffler
24 Objector, *Pro Se*

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2 26359 Shandy Trl.
3 Merrifield, MN 56465
4 Telephone: (763) 225-7702
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8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**
10 **OAKLAND DIVISION**

11 AGUSTIN CACCURI, *et al.*, on behalf of
12 themselves and all others similarly situated,

13 Plaintiffs,

14 v.

15 SONY INTERACTIVE
16 ENTERTAINMENT LLC,

17 Defendant.
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Case No. 4:21-cv-03361-AMO

**DECLARATION OF TROY KENNETH
SCHEFFLER IN SUPPORT OF
ADMINISTRATIVE MOTION FOR
LEAVE TO FILE RESPONSE TO
MOTION FOR FINAL APPROVAL
AFTER DEADLINE**

Judge: Hon. Araceli Martínez-Olgún

21 I, Troy Kenneth Scheffler, declare as follows:

22 1. I am a Settlement Class member and the Objector whose objection is docketed at
23 ECF No. 229. I have personal knowledge of the facts below and could testify to them.

24 2. I am not represented by counsel and am not a registered user of the Court's
25 electronic filing system. I do not receive electronic notice of filings in this case, and I did not
26 receive Class Plaintiff's Motion for Final Approval (ECF No. 239), filed September 3, 2026,
27 electronically.
28

1 3. Class Plaintiff sent the Motion and related papers to me by FedEx. According to
2 FedEx's proof of delivery, FedEx left the package at my residence on September 8, 2026, at 1:32
3 p.m.; no signature was required, and FedEx's delivery photo shows the envelope outside my door.
4 A true copy of the proof of delivery is attached as Exhibit 2. I did not know the package was there. I
5 found it on my doorstep during the week of September 14, 2026, and until I saw the proof of
6 delivery on September 18, I believed it had arrived that week.

7 4. Class Counsel did not email me a copy of the Motion and did not tell me that a
8 package was coming. I have never agreed in writing to accept service by FedEx or any other
9 commercial carrier.

10 5. The package had no cover letter. When I found it, I put it on my desk to review,
11 believing I had time. The email notice I received on May 4, 2026, gave a July 2, 2026 deadline to
12 object and an October 1, 2026 deadline to file a notice of intention to speak at the Fairness Hearing.
13 The Long-Form Notice on the settlement website gives July 2, 2026 as the deadline to file a Notice
14 of Intent to Appear. Neither notice mentions a September 17, 2026 deadline for responses to the
15 Motion for Final Approval.

16 6. At 7:03 p.m. Central time on September 18, 2026, I received an email from Amara
17 Getzell, a case manager at the Saveri Law Firm, with a copy to Michael M. Buchman. The email
18 stated: "Yesterday was the deadline for you to provide a response to our Final Approval Motion
19 and our arguments addressing your objections. Would you please email us your responsive papers
20 to our Motion for Final Approval, if any." Until I received that email, I did not know that a response
21 from me had been due on September 17. A true copy of the email is attached as Exhibit 1.

22 7. That evening, I replied by email to Ms. Getzell and Mr. Buchman. I asked for the
23 certificate of service for the Motion, stated that my objection stands, and asked whether Class
24 Plaintiff would stipulate to my filing a response by September 22, 2026, with an answer by noon
25 Pacific time on September 21. As of the time I signed this declaration, Class Plaintiff had not
26 agreed to a stipulation.

8. Later on September 18, 2026, I emailed these papers, including the proposed Response, to counsel for Class Plaintiff and for Defendant. Service by mail is described in my certificate of service.

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

Executed on September 18, 2026, at Merrifield, Minnesota.

/s/ Troy Scheffler

Troy Kenneth Scheffler

EXHIBIT 1

Email from Amara Getzell (Saveri Law Firm), September 18, 2026



Troy Scheffler <troyscheffler@gmail.com>

Caccuri, et al. v. Sony Interactive Entertainment LLC; No. 21-cv-03361-AMO (N.D. Cal.)

1 message

Amara Getzell <agetzell@saverilawfirm.com>
To: "troyscheffler@gmail.com" <troyscheffler@gmail.com>
Cc: Michael Buchman <mbuchman@saverilawfirm.com>

Fri, Sep 18, 2026 at 7:03 PM

Dear Troy:

We write with respect to the Sony PlayStation case.

Yesterday was the deadline for you to provide a response to our Final Approval Motion and our arguments addressing your objections.

Would you please email us your responsive papers to our Motion for Final Approval, if any.

If we do not timely receive a copy of your responsive papers, we shall presume you have nothing further to say.

Thank you.

Amara

Amara Getzell

Case Manager

SAVERI
LAW FIRM

550 California Street, Suite 910
San Francisco, CA 94104
T 415.500.6800 x908
F 415.395.9940

EXHIBIT 2

FedEx Proof of Delivery, Tracking No. 876775286645 (delivered September 8, 2026)



September 19, 2026

Dear Customer,

The following is the proof-of-delivery for tracking number: 876775286645

Delivery Information:

Status:	Delivered	Delivered To:	Residence
Signed for by:	Signature not required	Delivery Location:	26359 SHANDY TRLnull
Service type:	FedEx Priority Overnight		
Special Handling:	Deliver Weekday; Residential Delivery		Merrifield, MN, 56465
		Delivery date:	Sep 8, 2026 13:32

Shipping Information:

Tracking number:	876775286645	Ship Date:	Sep 4, 2026
		Weight:	0.5 LB/0.23 KG

Recipient:
Troy Kenneth Scheffler,
26359 Shandy Trail
MERRIFIELD, MN, US, 56465

Shipper:
Michael M. Buchman, Saveri Law Firm, LLP
550 California Street
Suite 910
San Francisco, CA, US, 94104

Reference 1091.01

Proof-of-delivery details appear below; however, no signature is available for this FedEx Express shipment because a signature was not required.

Thank you for choosing FedEx



1 TROY KENNETH SCHEFFLER
2 26359 Shandy Trl.
3 Merrifield, MN 56465
4 Telephone: (763) 225-7702
5 Email: troyscheffler@gmail.com
6 Objector, *Pro Se*

7
8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**
10 **OAKLAND DIVISION**

11 AGUSTIN CACCURI, *et al.*, on behalf of
12 themselves and all others similarly situated,

13 Plaintiffs,

14 v.

15 SONY INTERACTIVE
16 ENTERTAINMENT LLC,

17 Defendant.
18
19

Case No. 4:21-cv-03361-AMO

**[PROPOSED] ORDER GRANTING
OBJECTOR'S ADMINISTRATIVE
MOTION FOR LEAVE TO FILE
RESPONSE TO MOTION FOR FINAL
APPROVAL AFTER DEADLINE**

20 Objector Troy Kenneth Scheffler has moved under Federal Rule of Civil Procedure
21 6(b)(1)(B) and Civil Local Rule 7-11 for leave to file a response to Class Plaintiff's Motion for
22 Final Approval (ECF No. 239) after the September 17, 2026 deadline. Having considered the
23 motion and the supporting declaration, the Court finds that the Objector's failure to file by the
24 deadline resulted from excusable neglect and that granting leave will not prejudice any party or
25 delay the proceedings.
26
27
28

The motion is GRANTED. The Objector's Response to Class Plaintiff's Motion for Final Approval, attached as Exhibit A to the motion, is deemed filed. Class Plaintiff may address the Response in its reply.

IT IS SO ORDERED.

Dated: _____, 2026

HON. ARACELI MARTÍNEZ-OLGUÍN
United States District Judge