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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

AGUSTIN CACURRI et al., on behalf of themselves and all others similarly situated, *Plaintiffs*, v. SONY INTERACTIVE ENTERTAINMENT LLC, *Defendant.*	Case No. 3:21-cv-03361-AMO **CLASS PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF PROPOSED SETTLEMENT AND RENEWED CERTIFICATION OF SETTLEMENT CLASS** **<u>MOTION HEARING</u>** Date: October 15, 2026 Time: 2:00 p.m. Courtroom: 5, 2nd Floor, Oakland Honorable Araceli Martínez-Olguín

NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE THAT at 2:00 pm on October 15, 2026 Class Plaintiff Adrian Cendejas ("Class Plaintiff"), by and through his undersigned counsel of record, will and hereby does move the Honorable Araceli Martínez-Olguín at the United States Courthouse for the Northern District of California, Oakland Division, 1301 Clay Street, Oakland, California 94612 for entry of an order and judgment granting final approval of the Settlement, re-certifying the proposed Settlement Class for settlement purposes. A copy of a [Proposed] Order Granting Motion for Final Approval of the Settlements and Judgment is separately submitted with this Motion. Declaration of Michael M. Buchman dated September 3, 2026 ("Buchman Decl.") Ex. 1.

Class Plaintiff's motion is based on Federal Rule of Civil Procedure 23, the Northern District of California's Procedural Guidance for Class Action Settlements[1] ("District Guidelines"), this Notice of Motion, the supporting Memorandum of Points and Authorities, the Declaration of Michael M. Buchman, the Declaration of Eric J. Miller Regarding Dissemination of Settlement Notice dated June 17, 2026 (ECF No. 231) ("Miller Decl."), the Supplemental Declaration of Eric J. Miller Regarding Notice and Administration Costs dated September 3, 2026 ("Supp. Miller Decl."), the Motion for Attorneys' Fees, Expenses, and Service Awards (ECF No. 230), the Declarations submitted in connection therewith, the pleadings and papers on file in Case No. 3:21-cv-03361-AMO, and any other matter this Court may take notice of.

[1] *Procedural Guidance for Class Action Settlements*, U.S. Dist. Ct. N.D. Cal. (updated Sept. 5, 2024), https://cand.uscourts.gov/rules-forms-fees/northern-district-guidelines/procedural-guidance-class-action-settlements.

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Class Plaintiff moves for final approval of the proposed class action settlement with Defendant Sony Interactive Entertainment LLC ("SIE" or "Sony") on behalf of himself and the proposed Settlement Class. Under the Second Revised Settlement Agreement ("Settlement Agreement") the proposed Settlement Class will receive $7,850,000 ("Settlement Amount"), minus attorneys' fees, costs, expenses and service awards, in the form of cash-value PlayStation Network ("PSN") account credits to be electronically distributed directly to eligible Settlement Class members' PSN accounts in exchange for releasing their claims. ECF No. 219-4.

The Court previously conducted an extensive review and granted preliminary approval of the proposed Settlement and directed notice to the proposed Settlement Class. ECF No. 224 at 11. The Settlement provides a tangible benefit to eligible Settlement Class members. The proposed Settlement was reached, with the assistance of mediator Mr. Christopher Hockett who was initially designated by the Court to conduct a Court Ordered Early Neutral Evaluation ("ENE") conference. The Settlement is the product of extensive arm's-length negotiations after years of hard-fought litigation among experienced lawyers familiar with the legal and factual issues in this case. The terms of the Settlement treat proposed Settlement Class members equitably relative to each other. Class Plaintiff and Class Counsel believe the Settlement is fair, reasonable, adequate, and in the best interests of the proposed Settlement Class. Accordingly, they respectfully request that the Court grant final approval of the proposed Settlement.

II. BACKGROUND AND PROCEDURAL HISTORY

The background of the litigation has been detailed in briefing and declarations submitted in connection with Class Plaintiff's motion for preliminary approval and Class Counsel's motion for attorneys' fees, costs, expenses and service awards. *See, e.g.*, ECF Nos. 219 (motion for preliminary approval), 230 (motion for attorneys' fees, expenses, and service awards), and 230-3 (Declaration of Michael M. Buchman). Class Plaintiff *does not* repeat the litigation history here as directed by the Northern District Procedural Guidance for Class Action Settlements, Final Approval (2), Attorneys' Fees. *Procedural Guidance for Class Action Settlements*, U.S. Dist. Ct. N.D. Cal. (updated Sept. 5, 2024), https://cand.uscourts.gov/rules-forms-fees/northern-district-guidelines/procedural-guidance-class-action-settlements ("District Guidelines") at Final Approval § 2 ("If the plaintiffs choose to file two separate motions, they should not repeat the case history and background facts in both motions."). Plaintiff previously provided the case history and background facts in his preliminary approval motion. In light of the foregoing, Plaintiff provides facts concerning the events which occurred after entry of preliminary approval.

A. Preliminary Approval and Notice to the Class

On April 8, 2026, the Court preliminarily approved the proposed Settlement, provisionally certified the proposed Settlement Class for settlement purposes only, and appointed A.B. Data Ltd. ("A.B. Data") as the Notice Administrator. ECF No. 224. Notice of the Settlement was provided by direct email notice to eligible Class members who possessed PSN accounts, and by publication notice. ECF No. 231, Miller Declaration in Support of Notice Plan ("Miller Decl.") ¶ 6. All notices directed potentially eligible Settlement Class members to a website dedicated to this matter. The website includes a toll-free telephone number to use to obtain information concerning the Settlement. ECF No. 219-7, Pang Decl. ¶ 19 & Ex. D.[2] The website also provides case-specific information, such as answers to frequently asked questions.[3] The website further includes contact information should a proposed Settlement Class member wish to speak or correspond with an agent.[4] Downloadable copies of the long form and summary notices,[5] as well as the list of eligible games[6] and the papers filed in connection with Class Counsel's motion for attorneys' fees, costs, expenses and service awards can also be found on the website.[7] *See* ECF No. 219-7, Pang Decl. ¶ 19. These final approval papers, once filed, will also be posted on the case website.

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[2] *PSN Digital Games Settlement*, https://psndigitalgamessettlement.com (last visited Sept. 1, 2026).

[3] *See FAQs*, PSN Digital Games Settlement, https://psndigitalgamessettlement.com/faqs/ (last visited Sept. 1, 2026).

[4] *See PSN Digital Games Settlement*, *supra* n.2.

[5] *Notice*, PSN Digital Games Settlement, https://psndigitalgamessettlement.com/notice/ (last visited Sept. 1, 2026).

[6] *Id*.

[7] *Court Documents*, PSN Digital Games Settlement, https://psndigitalgamessettlement.com/court-documents/ (last visited Sept. 1, 2026).

B. Email Notice, Opt-Outs, Objections & Check Requests

A.B. Data completed the email notice campaign on May 11, 2026, transmitting a total of 4,404,989 emails, 240,692 of which were returned as undeliverable. Publication notice was also completed. The result of the email notice was a bounce rate of below 10%. Miller Decl. ¶ 5.

The Objections and Exclusion requests received to date are as follows:

ECF No.	Date	Name	Request Deficiencies
Objections			
229	May 26, 2026	Troy Kenneth Scheffler	None.
232	June 15, 2026	David Antunez	Request did not include qualifying game purchases, his signature, and other class actions he objected to.
234*	June 26, 2026	Malachi Green	Request did not include other class actions he objected to and an explanation of his objections.
Opt-Outs			
228	May 27, 2026	Christopher Picotte	Request did not include qualifying game purchases.
233	June 22, 2026	Racheal Harris	None.
234*	June 26, 2026	Malachi Green	None.
236/237	July 1, 2026	Sergio Ramirez	None.
N/A	May 9, 2026	Stephen L. Yoczik	Not filed with the Court.
N/A	May 16, 2026	Anthony Biernot	Not filed with the Court; did not include qualifying game purchases.
N/A	June 5, 2026	Loren Roberts	Not filed with the Court; did not include qualifying game purchases.
N/A	July 1, 2026	Richard Mathurin	Not filed with the Court; did not include qualifying game purchases.
N/A	July 2, 2026	Tsung Wei Chao	Not filed with the Court.

*Filed Objection and Opt-Out

It appears that there have been 438 check requests by eligible Class members with closed PSN accounts.

C. Settlement Administration Expenses

Through August 15, 2026, A.B. Data has incurred $162,586.83 in costs related to notice. Supplemental Declaration of Eric J. Miller dated September 3, 2026 ("Supp. Miller Decl.") ¶ 4. To date, A.B. Data has also incurred costs of $4,110.73 concerning settlement administration. Supp. Miller Decl. ¶ 5. A.B. Data will incur costs facilitating delivery of PSN account credits to eligible PSN accounts in coordination with SIE under the proposed Settlement. Class Counsel is mindful of and is carefully monitoring the expenses associated with these efforts. Class Counsel is working closely with A.B. Data to monitor and limit expenses, where possible. Administration costs are estimated to be between $180,000 and $190,000 in total. Supp. Miller Decl. ¶ 8.

III. ARGUMENT

A class action may be dismissed, compromised or settled only with the approval of the Court. Fed. R. Civ. P. 23(e). The law favors the compromise and settlement of class actions. *Officers for Just. v. Civ. Serv. Comm'n of City & Cnty. of San Francisco*, 688 F.2d 615, 635 (9th Cir. 1982). Final approval is a multi-step inquiry. A court must first determine whether the settlement proposal is "fair, reasonable, and adequate." Fed. R. Civ. P. 23(e)(2). A court must, thereafter, determine whether notice has been provided in a manner consistent with Rule 23 and due process. Finally, a Court must decide whether to certify the proposed settlement class. *See id.*; *Morrison v. Ross Stores, Inc.*, No. 4:18-cv-2671-YGR, 2022 WL 17592437, at *3 (N.D. Cal. Feb. 16, 2022). The proposed Settlement satisfies each of these requirements.

A. The Settlement is Fair, Reasonable and Adequate

A court may approve a proposed class action settlement only "after a hearing and on finding that it is fair, reasonable, and adequate after considering whether: (A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm's length; (C) the relief provided for the class is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorney's fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3); and (D) the proposal treats class members equitably relative to each other." Fed. R. Civ. P. 23(e)(2).[8]

The proposed Settlement is fair, reasonable, and adequate. Experienced in complex class action litigation, Class Counsel actively litigated the case for approximately five years. Class Counsel conducted significant discovery that enabled evaluation of the case, and reached an arm's-length settlement under the supervision of a Court-recommended early neutral evaluator who was later retained by the parties to serve as a mediator. The Settlement provides significant recoveries for the eligible Settlement Class members, particularly when balanced against the risks and expenses of continued litigation. The continued pursuit of this litigation would have been costly, recovery was by no means guaranteed, and there was always the possibility of protracted appeals that could result in any class certification or summary judgment decision being overturned.

1. Rule 23(e)(2)(A): Class Plaintiff and Class Counsel Have Adequately Represented the Proposed Settlement Class

Class Plaintiff and Class Counsel vigorously prosecuted this case at all stages, through discovery, motion practice and mediation. The Settlement Agreement was reached after extensive discovery. Class Counsel reviewed thousands of pages of documents produced by Defendant, as well as documents and data produced by non-parties.

Class Counsel fully briefed and argued two motions to dismiss and an early preemptive motion to deny class certification. *See* ECF Nos. 51, 76, 134. Class Counsel thus "possessed 'sufficient information to make an informed decision about settlement.'" *Hefler*, 2018 WL 6619983, at *4 (quoting *In re Mego Fin. Corp. Secs. Litig.*, 213 F.3d 454, 459 (9th Cir. 2000)). When preliminarily approving the proposed settlement, the Court found that Class Plaintiff and Class Counsel adequately

[8] Prior to the amendment of Rule 23 in December 2018, the Ninth Circuit had enumerated a similar list of factors to consider in evaluating a proposed class settlement. *See Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004). In the notes accompanying the 2018 amendments to Rule 23, the Advisory Committee explained that the amendments were not designed "to displace any factor, but rather to focus the court and the lawyers on the core concerns of procedure and substance that should guide the decision whether to approve the proposal." Courts apply the framework of Rule 23 while "continuing to draw guidance from the Ninth Circuit's factors and relevant precedent." *Hefler v. Wells Fargo & Co.*, No. 16-cv-05479-JST, 2018 WL 6619983, at *4 (N.D. Cal. Dec. 17, 2018), *aff'd sub nom. Hefler v. Pekoc*, 802 F. App'x 285 (9th Cir. 2020).

represented the interests of the Proposed Settlement Class. ECF No. 224 at 10. The implementation of the notice program, and Class Counsel's other work to advance the Settlement (such as overseeing the notice process with A.B. Data), further confirm the Court's previous finding and support a finding that this element is satisfied.

2. Rule 23(e)(2)(B): The Settlement Was Negotiated at Arm's Length

The proposed Settlement is the product of non-collusive, arm's-length negotiations by experienced counsel with the assistance of a well-respected, experienced mediator, Mr. Christopher Hockett who was initially the Court-appointed Early Neutral Evaluator. *See, e.g., Nado v. John Muir Health*, No. 24-cv-01632-AMO, 2025 WL 1725001 (N.D. Cal. June 20, 2025) (quoting *Villegas v. J.P. Morgan Chase & Co.*, No. CV 09-00261 SBA EMC, 2012 WL 5878390, at *6 (N.D. Cal. Nov. 21, 2012)) (noting that "such use of a mediator 'tends to support the conclusion that the settlement process was not collusive.'"); *Toledo v. Delta Air Lines, Inc.,* No. 22-cv-00081-AMO, 2025 WL 2468943, at *1 (N.D. Cal. Aug. 27, 2025) ("The assistance of an experienced mediator in the settlement process further confirms that the Settlement is non-collusive."). Class Counsel acted in the best interests of the proposed Settlement Class, and there is no suggestion to the contrary.

Before agreeing on the terms of the proposed $7,850,000 Settlement, the parties engaged in extensive factual investigation, motion practice, and pretrial work, which included the production and review of over 100,000 documents obtained from SIE and non-party customers and related consultants. *See* ECF No. 219. The record was sufficiently developed to fully inform the parties and enable them to adequately evaluate the strengths and weaknesses of their respective positions and the risks to both sides if the case did not settle. *See Nat'l Rural Telecomm.'s Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 527 (C.D. Cal. 2004) (quoting 5 *Moore's Federal Practice,* § 23.85[2][e] (Matthew Bender 3d ed.)) ("A court is more likely to approve a settlement if most of the discovery is completed because it suggests that the parties arrived at a compromise based on a full understanding of the legal and factual issues surrounding the case."); *see also In re Apple iPhone/iPod Warranty Litig*., No. CV-10-01610, 2014 WL 12640497, at *3 (N.D. Cal. May 8, 2014) (finding the record sufficiently developed to warrant final approval where fact discovery had not yet closed).

3. Rule 23(e)(2)(C): The PSN Account Credits Provide Adequate Recovery to the Proposed Settlement Class

Under the Rule 23(e) analysis, "[t]he relief that the settlement is expected to provide to class members is a central concern." Fed. R. Civ. P. 23(e)(2)(C)–(D) advisory committee's note to 2018 amendment. "The Court therefore examines 'the amount offered in settlement.'" *Hefler*, 2018 WL 6619983, at *8 (quoting *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998)).

Defendant has agreed to pay $7,850,000, which, after attorneys' fees, costs, expenses and service award(s) if any, will be distributed to eligible PSN accounts as set forth in the Plan of Allocation. *See* ECF No. 219 at 23. The Settlement provides eligible Class members with compensation payable immediately without the need to submit claim forms, thereby avoiding the uncertainty and delay of trial and likely appeals of a successful verdict. The Settlement represents an approximately 26.5% recovery on the $29.6 million damages estimate. ECF No. 219 at 23; *see also* District Guidelines at Preliminary Approval § 1(3). This percentage is near the high end of typical recoveries in antitrust cases. *See Rodriguez v. W. Publ'g Corp*., 563 F.3d 948, 964–65 (9th Cir. 2009) (antitrust settlement for 30% of plaintiffs' estimated damages was "fair and reasonable no matter how you slice it"); *In re Cathode Ray Tube (CRT) Antitrust Litig*., No. C-07-5944 JST, 2016 WL 3648478, at *7 n.19 (N.D. Cal. July 7, 2016) (describing survey of 71 settled cartel cases where weighted mean settlement recovery was 19% of single damages); *In re High-Tech Emp. Antitrust Litig*., No. 11-cv-02509-LHK, 2015 WL 5159441, at *4 (N.D. Cal. Sept. 2, 2015) (approving total settlements that were 14% of the class damages estimate, and noting that "[d]istrict courts in the Ninth Circuit routinely approve settlements with much larger differences between the settlement amount and estimated damages."). As detailed below, the proposed Settlement provides more than adequate relief to the proposed Settlement Class, particularly when weighed against the risks of continued litigation.

a. The Risks of Continued Litigation

A favorable outcome at a trial in this matter was by no means assured. Class Plaintiff had yet to obtain certification of the Class, defeat summary judgment or overcome numerous substantive defenses at trial, and on appeal. SIE's motion to preliminarily deny class certification could have diminished not only the ability to recover, but could have resulted in no ability to proceed as a class at all. ECF No.

124. SIE, and the experts it would have offered at class certification, summary judgment, and trial, would have contested every theory of liability and measure of damages. SIE would also seek to enforce a class action waiver provision in the agreements with Class members. The proposed Settlement, on the other hand, assures a favorable outcome for the proposed Settlement Class. *See* ECF No. 219 at 19.

b. Method of Distribution of Settlement Funds

The process for distributing PSN account credits is straightforward and readily accessible to proposed Settlement Class members *without* the filing of a claim form or the need to search records to document their claims. It is essentially frictionless. The PSN account credits shall be distributed on a *pro rata* basis of Settlement Class members' eligible purchases, as described in the Plan of Allocation. ECF No. 219 at 23.

To the extent proposed Settlement Class members have distribution questions, A.B. Data has a toll-free number with interactive voice response technology and live operators, and the settlement website has an online FAQ to provide assistance with any questions. ECF No. 219-7, Pang Decl. Exs. C & D.[9] The method of distribution, therefore, poses no impediments and actually streamlines getting PSN account credits into the hands of eligible claimants without the submission of a claim form.

c. Attorneys' Fees and Expenses

The payment of attorneys' fees, costs, expenses and service awards is subject to approval of this Court based on findings that such amount is fair and reasonable. The parties have reached no agreement regarding the amounts of attorneys' fees, costs, expenses, and/or service awards. *See, e.g.*, *In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 569–70 (9th Cir. 2019) (*en banc*) (rejecting objection because counsel "did not reach an agreement with the automakers regarding the amount of attorney's fees to which they were entitled," which "[p]rovid[es] further assurance that the agreement was not the product of collusion"). There is no aspect of the payment of attorneys' fees, costs and expenses that raises any concern about the reasonableness, fairness, or adequacy of the Settlement. This is particularly true because, even if this Court grants Class Counsel's fee and expense reimbursement request in full, Class Counsel will receive fees and expenses within the default range of 25% routinely

[9] *PSN Digital Games Settlement*, https://psndigitalgamessettlement.com (last visited Sept. 1, 2026).

approved in this Circuit. *See*, *e.g.*, *Larsen v. Trader Joe's Co.,* No. 11-cv-05188-WHO, 2014 WL 3404531, at *9 (N.D. Cal. July 11, 2014). Class Counsel recovered approximately 26.5% of Class Plaintiff's damages estimate. "Far lesser results (with 20% recovery of damages or less) have justified *upward* departures from the 25% benchmark." *In re Nat'l Collegiate Athletic Ass'n Athletic Grant-in-Aid Cap Antitrust Litig.,* No. 4:14-md-2541-CW, 2017 WL 6040065, at *3 & n.14 (9th Cir. 2019), aff'd 768 F. App'x 651 (9th Cir. 2019) (emphasis added). Here, Class Counsel is not seeking an upward departure and is requesting well below its approximately $8.7m in lodestar.

d. Other Agreements

The Court is required to consider "any agreements required to be identified under Rule 23(e)(3)." *Hefler*, 2018 WL 6619983 at *7. No agreements have been made in connection with the proposed Settlement, the fee application or this Motion.

4. Rule 23(e)(2)(D): The Plan of Allocation is Reasonable and Treats Proposed Settlement Class Members Equitably Relative to Each Other

There is no claims process in this case. The method for distributing funds directly to eligible class members' PSN accounts is cost effective and eminently reasonable. Under the Plan of Allocation, distribution will be made on a *pro rata* basis. ECF No. 219 at 23. After an initial distribution, if there are residual funds, the remaining funds will be distributed to the *cy pres* candidate, Girls Who Code, subject to the Court's approval. *See* ECF No. 224 at 9.

5. The Class Settlement Satisfies the Remaining Ninth Circuit Approval Factors

In addition to the framework of Rule 23, as amended in 2018, courts in this District "continu[e] to draw guidance from the Ninth Circuit's factors and relevant precedent," as well as the District Guidelines regarding Final Approval, in evaluating a proposed class settlement. *Churchill,* 361 F.3d at 575 (courts should consider "(1) the strength of the plaintiffs' case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the risk of maintaining class action status throughout the trial; (4) the amount offered in settlement; (5) the extent of discovery completed and the stage of the proceedings; (6) the experience and views of counsel; (7) the presence of a governmental participant; and (8) the reaction of the class members to the proposed settlement").

Many of these factors and District Guidelines, such as the strength of Class Plaintiff's case, the risk and duration of further litigation, and the amount offered, overlap with the Rule 23(e)(2)(C) factors which are addressed above. The remainder favor final approval as described below.

a. Class Counsel Endorses the Settlement

In considering whether to grant final approval, courts afford significant weight to the opinions of experienced class counsel who are familiar with the litigation. *See In re Volkswagen "Clean Diesel" Mkt'g, Sales Pracs., and Prods. Liab. Litig.*, 2016 WL 6248426, at *14 (N.D. Cal. Oct. 25, 2016) ("Courts afford 'great weight to the recommendation of counsel, who are most closely acquainted with the facts of the underlying litigation.'") (quoting *Nat'l Rural Telecomm.'s Coop.*, 221 F.R.D. at 528). This is because "[p]arties represented by competent counsel are better positioned than courts to produce a settlement that fairly reflects each party's expected outcome in litigation." *In re Pac. Enters. Sec. Litig.*, 47 F.3d 373, 378 (9th Cir. 1995). Class Counsel is experienced in complex class action antitrust litigation and settlements. ECF No. 219 at 12. Based on this experience, Class Counsel firmly believes that the Settlement provides a positive outcome for eligible Settlement Class members and, in light of the uncertainties and risks in continued litigation, strongly recommends its approval.

b. Reaction of the Class

July 2, 2026 was the deadline to opt out or object to the Settlement. *See* ECF No. 224 at 12. Nine opt-out requests and three objections have been received. Declaration of Michael M. Buchman dated September 3, 2026 ("Buchman Decl.") Exs. 2–12. Although the three objectors generally object to the proposed Settlement and the payment of attorneys' fees, costs, expenses and service awards, no opposition to the Motion for Attorneys' Fees, Costs, Expenses, and Service Awards was filed. To date, A.B Data has sent 4,404,989 email notices (less 240,692 as undeliverable). There have only been three Class members that have objected and nine Class members who have opted out of the proposed Settlement. In this circuit, courts have approved settlements where the number of opt-outs and objections is minimal in relation to number of class members noticed. *See, e.g., Rodriguez,* 563 F.3d at 967 (approval of the settlement where there were 54 objectors out of the 376,301 class members who received notice.); *Churchill,* 361 F.3d at 577 (approval of the settlement where there was notice to

90,000 class members with 45 objectors and 500 opt-outs.). This low number of exclusions and objections demonstrates the Class supports the proposed Settlement.

6. The Court-Approved Notice Plan Satisfies Due Process and Adequately Provided Notice to Proposed Settlement Class Members

Rule 23 requires that prior to final approval, "[t]he court must direct notice in a reasonable manner to all class members who would be bound by the proposal." Fed. R. Civ. P. 23(e)(1)(B). For a class certified under Rule 23(b)(3), "the court must direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." Fed. R. Civ. P. 23(c)(2)(B). The Rule provides that "notice may be by one or more of the following: United States mail, electronic means, or other appropriate means." *Id*. A.B. Data has carried out a thorough notice campaign. A.B. Data provided individual e-mail notice to eligible Settlement Class members. Miller Decl. ¶ 4. A.B. Data sent over 4,404,989 email notices to eligible PSN accounts holders. *Id*. ¶ 5. In addition to direct notice, A.B. Data also carried out a robust publication notice campaign in online and print outlets. The program included banner advertising on selected industry-related websites, which were targeted to proposed Settlement Class members. ECF No. 224; Miller Decl. ¶¶ 6–7. The digital notices served at least 5 million impressions. Miller Decl. ¶ 6. Additionally, A.B. Data distributed a news release via PR Newswire's US1 Newsline to reach the news desks of approximately 10,000 newsrooms across the U.S for their potential use. *Id*. ¶ 8. A.B. Data also shared information about the Settlements to its followers on X. *Id*. ¶ 9. Both the direct email notice and the publication notice refer eligible and potential Settlement Class members to the Settlement website *Id*. ¶ 10. The settlement website is replete with information concerning this proposed Settlement. *Id*. The website also hosts copies of summary and Long Form Notices, lays out deadlines, provides relevant court documents, as well as frequently asked questions and contact information. *Id*.[10]

A.B. Data also established and continues to maintain a toll-free telephone number for potential proposed Settlement Class members to call and obtain information about the parties' settlement and/or seek assistance in the form of answers to frequently asked questions or speak to a live operator. Miller

[10] *Home*, PSN Digital Games Settlement, https://psndigitalgamessettlement.com/home/ (last visited Sept. 1, 2026).

Decl. ¶ 11.[11] The telephone hotline's automated attendant answers calls, and if a caller needs further help, they have an option to be transferred to a live operator during business hours. *Id*.

In short, the settlement notice represents the best notice practicable. The settlement notice is estimated to have reached over 70% of the proposed Settlement Class members. ECF No. 219-7, Pang Decl. ¶ 28; *see.also*, *Schneider v. Chipotle Mexican Grill, Inc.*, 336 F.R.D. 588, 596 (N.D. Cal. 2020) (approving a notice plan reaching at least 70.69% of class members); *Free Range Content, Inc. v. Google, LLC*, No. 14-cv-02329-BLF, 2019 WL 1299504, at *6 (N.D. Cal. Mar. 21, 2019) ("Notice plans estimated to reach a minimum of 70 percent are constitutional and comply with Rule 23.") (brackets and internal quotation marks omitted).

The notice documents are clear, concise, and directly apprise eligible Settlement Class members of all the information they need to know to opt out, object, or request a check if their account is inactive. Fed. R. Civ. P. 23(c)(2)(B). The notice plan is consistent with, and exceeds, other similar court-approved notice plans, the requirements of Federal Rule of Civil Procedure 23(c)(2)(B), and the Federal Judicial Center guidelines for adequate notice. ECF No. 219-7, Pang Decl. at 8 n.3.

The direct email notice plan, coupled with publication notice, constitutes the best practicable notice and complies with the requirements of due process.

B. The Court Should Certify A Final Settlement Class

In the Preliminary Approval Order, the Court preliminarily certified for purposes of effectuating the settlement the following Settlement Class:

> all persons in the United States who purchased through the PlayStation Store one or more video games for which a game specific voucher ("GSV") was available at retail prior to April 1, 2019, for which a total of at least 200 GSV redemptions were made prior to April 1, 2019, and for which the post-discount price increased by at least fifty cents from: (a) the period between January 1, 2017 and March 31, 2019; as compared to (b) the period between April 1, 2019 and December 31, 2023. The class period shall be April 1, 2019 to December 31, 2023.

See ECF No. 224 at 10–12.[12]

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[11] *See also Home*, PSN Digital Games Settlement, *supra* n.10.

[12] The persons to be excluded from the Class are: (a) defendant and its counsel, officers, directors, management, employees, parents, subsidiaries, and affiliates; and (b) the Court and its employees.

All the factors that supported the Court's prior conclusions remain true. Plaintiff respectfully submits that the proposed Settlement Class should be recertified in connection with Final Approval.

C. Costs of Administering the Settlements Are Reasonable

A.B. Data, the notice administrator, has submitted invoices for its expenses incurred totaling $162,586.83. Supp. Miller Decl. ¶ 4. A.B. Data will continue to incur expenses administering the PSN account credits. A.B. Data estimates that total notice and administration costs will not exceed $190,000. Supp. Miller Decl. ¶ 8. This amount is reasonable. *See Koller v. Med Foods, Inc.*, No. 3:14-cv-2400-RS, 2018 WL 9619436, at *5 (N.D. Cal. Aug. 29, 2018) (finding $432,700 for similar settlement administration reasonable); *see also District Guidelines* at Preliminary Approval § 2(2).

D. Response to Objections

In addition to the nine requests to opt out of this action, three objections were received from: (i) Mr. Troy Kenneth Scheffler; (ii) Mr. David Antunez; and (iii) Mr. Malachi Green. The objections are addressed in order below.

1. The Scheffler Objection

It appears that Mr. Scheffler has objected to at least seven class actions. Mr. Scheffler identified five in his Objection[13] and two counsel obtained from those cases.[14] All of these objections have been overruled and appeals have been denied. Courts have referred to Mr. Scheffler as a "serial objector[]." *In re Equifax Inc. Customer Data Security Breach Litig.*, No. 1:17-md-02800-TWT, 2020 WL 256132, at *41–42 (N.D. Ga. Mar. 17, 2020); *In re CenturyLink Sales Pracs. & Sec. Litig.*, No. 17-md-2832, 2020 WL 7133805 at *9 (D. Minn. Dec. 4, 2020). In *Equifax,* the court noted that Mr. Scheffler was paid $10,000 to withdraw his objection. *Equifax,* 2020 WL 256132, at *42; *see also* Order Approving Payment to Objector, *In re Experian Data Breach Litigation*, No. 8:15-cv-01592 (C.D. Cal. July 3,

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[13] *In re Experian Data Breach Litigation*, No. 8:15-cv-01592 (C.D. Cal. Apr. 3, 2019), Dkt. No. 307; *In re: Takata Airbag Products Liability Litigation,* No. 1:15-md-02599 (S.D. Fla. Jan. 17, 2018), Dkt. No. 2306; *In re CenturyLink Sales Practices & Securities Litigation*, No. 17-md-02795 (D. Minn. June 16, 2020), Dkt. No. 740; *Carter v. Forjas Taurus, S.A.*, No. 1:13-cv-24583 (S.D. Fla.); *In re MNGI Digestive Health, PA*, No. 27-cv-24-10788 (Minn. Dist. Ct. Sept. 17, 2025).

[14] *In re Equifax Inc. Customer Data Sec. Breach Litig.*, No. 1:17-MD-2800-TWT, (N.D. Ga. Nov. 25, 2019), Dkt. No. 884; *In re Plantronics Class Action Litigation*, 5:18-cv-05626 (N.D. Cal. Dec. 2, 2019), Dkt. No. 86.

2019), Dkt. No. 335. Similarly, in *In re CenturyLink*, the Court noted that Mr. Scheffler "demanded $20,000 to withdraw his objection, even though he purportedly cannot identify any uncompensated overcharge that he has suffered." 2020 WL 7133805, at *9. Here, Class Counsel has had no communication with Mr. Scheffler concerning the withdrawal of his objection for compensation since they believe the objection is not well based as set forth below.

Mr. Scheffler objects to the proposed Settlement with eight contentions: (i) the PSN account credits are "coupons" under 28 U.S.C. § 1712; (ii) the proposed Settlement provides an inadequate recovery relative to the claimed damages and comparable settlements; (iii) the attorneys' fees, costs, expenses and service awards consume a disproportionate share of the proposed Settlement amount; (iv) the proposed service awards to non-class members are improper; (v) the Settlement Class was narrowed in a manner that exacerbates representation problems and indicates that the threshold criteria were reverse engineered; (vi) the settlement provides no injunctive or behavioral relief; (vii) the release is broad compared to the consideration received; and (viii) the proposed Settlement compels continued transactional engagement with the alleged monopolist. Buchman Decl. Ex. 11 ("Scheffler Obj.").

(i) The PSN Account Credit is Not a Coupon

This Court previously requested and received briefing and authorities concerning whether the PSN account credits were "coupons." ECF Nos. 219, 224. Applying the *McKnight* factors,[15] the Court found in the Order Granting Preliminary Approval of Class Settlement that "the PSN account credits do not reflect a coupon settlement." ECF No. 224 at 6. When assessing whether settlement relief constituted a "coupon," the Court considered: (i) whether class members have to hand over more of their own money before they can take advantage of the relief; (ii) whether the relief is only valid for "select products or services"; and (iii) how much flexibility the relief provides, including whether it expires or is freely transferrable. In the Preliminary Approval Order, the Court found that the PSN account credits were not coupons. ECF No. 224 at 5. Under the first factor, the Court held "class members are not obligated to hand over more of their own money before they can take advantage of the relief" because there is "digital gaming content available for nominal amounts." ECF No. 224 at 6. With

[15] *See McKnight v. Hinojosa,* 54 F.4th 1069, 1075 (9th Cir. 2022) ("*McKnight*")*; In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 949–53 (9th Cir. 2015).

respect to the second factor, the Court found the PSN account credits were not limited to select products or purchases since they "can be freely used by the eligible Class member concerning any digital game or add-on content available for sale on the PlayStation Store. There are no product, price, timing, black-out dates or other restrictions." *Id*. With regard to the third factor, the Court found there was no expiration of the credits which "weighs against it being a coupon when considered with lack of transferability." *Id*.

Despite the Court's holding, Mr. Scheffler contends the first *McKnight* factor is not satisfied because the titles available for less than one dollar on the PlayStation Store are not equivalent to games at issue in the case. Scheffler Obj. at 4. *First*, the credits can be used for equivalent games. There is no restriction on which products may be purchased. Class members have the option. The reason information is presented about low-cost games is to inform the Court that it is possible to use their settlement PSN account credits to purchase PlayStation games and content without spending any further money. Mr. Scheffler cites no authority in support of his illogical position that the games available for under a dollar (which he need not purchase to use his settlement money) must be equivalent to the game(s) he purchased that were subject to the alleged anticompetitive misconduct. Mr. Scheffler disparagingly refers to World Explorer Challenge, Twins of Legacy, Elemental and Simple Dominoes as "budget shovelware" titles. *Id*. Just because he does not find these titles attractive does not mean that other Class members feel the same way. But he can use his funds for *any* games he wants. Mr. Scheffler should not be allowed to impose his subjective standards on other Class members. There are 10,000 games on the PlayStation Store. Members of the Class do shop and purchase, in the normal course, from the approximately: (i) 1,200 games available for sale for $1.99 or less; (ii) the approximately 504 games under $1.00; and (iii) the approximately 118 games for .91 cents or less. But, just like Mr. Scheffler, they can use their PSN account credits under this Settlement on *any* games at any price.

Mr. Scheffler also objects on the ground the second *McKnight* factor is not satisfied. He contends eligible PSN account holders can only utilize the credit on the PlayStation Store. Scheffler Obj. at 5. His objection is illogical. By purchasing a Sony PlayStation console, Mr. Scheffler agreed to be limited to the Sony PlayStation eco-system. Only Sony games can be played on a Sony PlayStation console. Sony games are *only available* at the Sony PlayStation Store. Mr. Scheffler's objection ignores the election he made to be limited to the Sony PlayStation eco-system when initially purchasing his Sony PlayStation console.

Mr. Scheffler also quibbles with Ninth Circuit law by claiming that the relief provided is the "paradigmatic structural feature of a coupon settlement." *Id*. He fails to appreciate that, consistent with *McKnight*, there are *no restrictions* on the use of the proposed PSN account credits and the credits can be applied to *any* product on the PlayStation Store. *McKnight* does not require that the credit be available outside the PlayStation eco-system. His objection is, therefore, baseless.

Mr. Scheffler also contends the third *McKnight* factor is "at best neutral" even though the PSN account credits never expire. He finds fault with the proposed relief because it is not a cash equivalent. But Mr. Scheffler fails to recognize that the relief in this case *is* cash *if* he, or other Class members, no longer possess an active PSN account and timely request a check.

Finally, Mr. Scheffler demands that the attorneys' fees, costs and expenses application be decided based upon "redemption rates." Scheffler Obj. at 6. But there is no claims process nor the issuance of a "coupon." Eligible Class members will *automatically receive* their respective *pro-rata* PSN account credits in their PSN accounts. The placement of the account credits into the eligible Class member's PSN accounts means the funds are theirs to use whenever they want, and there is *automatic* redemption. Thus, Mr. Scheffler's objection not only ignores the Court's prior ruling, but overlooks that the placement of account credits into the PSN accounts means virtually one hundred percent of the credits are essentially redeemed by SIE's payment of the settlement.

(ii) *The Settlement Provides Adequate Recovery*

Mr. Scheffler claims the proposed Settlement provides an inadequate recovery. Scheffler Obj. at 6. Mr. Scheffler contends the "average recovery is one to three orders of magnitude lower" than the *Electronic Arts* ($80.63 per class member), *Lenovo* ($45.00 minimum per class member), *Google* ($142.76 per class member) and *Trans Union* ($2,200 per class member settlements cited on pages 29–30 of the Preliminary Approval motion. *See* ECF No. 219 at 29–30. Mr. Scheffler overlooks the number and percentage of claim forms received in connection with each recovery. In *Electronic Arts* the claim forms received were 143,775 or 1.02 percent of the Class, in *Lenovo* the claim forms received were 101,600 or 12% of the Class, in *Google* the claim forms received were 41,971 or 5.25% of the

Class, and in *Trans Union* the claim forms received were 731 or 4.8%. ECF No. 219 at 29–30. Here, there is no claim form process. Virtually every eligible Class member will receive a PSN account credit (or a check if no active account exists and a check request is timely received). That is an outstanding result since virtually all eligible class members will receive a benefit under the proposed Settlement. In each case cited by Mr. Scheffler, less than 13% of the Class members submitted a claim form, which means the monetary recovery for each class member would have been substantially lower had virtually all Class members recovered in those cases, as they will here. His objection does not explain why those different cases with different claims should be viewed with equivalence to this antitrust case, which has its own unique challenges. His objection is predicated on the assumption that the single damages ($29.6m) would have been trebled after a successful trial. Comparing a pretrial settlement to a post-trial successful treble damages verdict is misguided. There is no certainty of any recovery, let alone 100 cents on the dollar, especially here where there were many risks on the horizon. For example, Mr. Scheffler ignores that the Ninth Circuit has rejected every single refusal-to-deal case since the Supreme Court's decision in *Verizon v. Trinko* in 2004, over twenty-two years ago. *Verizon Commc'ns Inc. v. L. Offs. of Curtis V. Trinko, LLP*, 540 U.S. 398 (2004). In sum, Mr. Scheffler's objection here overlooks the significant uphill battle Plaintiff and the Class faced in this case.

(iii) *The Fees, Costs and Service Award Are Not a Disproportionate Share of the Settlement Amount*

Mr. Scheffler asserts that, if this motion is approved, a disproportionate share of the proposed settlement amount will go to legal fees, costs/expenses, services awards and administration costs. Scheffler Obj. at 7. This position is contrary to Ninth Circuit practice. The fee application in this case demonstrates that Class Counsel is merely requesting the benchmark 25% fee when it has dedicated over $8m of time on this case. ECF No. 230 at 5. The 25% benchmark is the standard in this circuit. *See In re Anthem, Inc. Data Breach Litig.*, No. 15-md-02617-LHK, 2018 WL 3960068, at *5 (N.D. Cal. Aug. 17, 2018); *In re Lithium Ion Batteries Antitrust Litig.,* No. 13-md-02420-YGR, 2018 WL 3064391, at *1 (N.D. Cal. May 16, 2018). "In the Ninth Circuit, the benchmark for percentage of recovery awards is 25 percent of the total settlement award, which may be adjusted up or down." *Carlin v. DairyAmerica, Inc.,* 380 F. Supp. 3d 998, 1019 (E.D. Cal. 2019) (citing *Hanlon v. Chrysler*

Corp., 150 F.3d 1011, 1029 (9th Cir. 1998)). The benchmark is not disproportionate. The costs and expenses in this case have been very low. His assertion that these fees/costs are grossly disproportionate to the relief is baseless. His assertion that a "negative multiplier is not a virtue" ignores the extensive work Class Counsel has performed to achieve this settlement which arguably deserves compensation higher than the benchmark level of 25% requested here. Scheffler Obj. at 8. One could assert that there is an element of virtue in counsel receiving fees lower than what they incurred, or could request, to preserve a class recovery.

(iv) *The Proposed Service Awards to Two Former Class Members Are Appropriate*

Mr. Scheffler challenges the payment of service awards to Messrs. Caccuri and Neumark out of the attorneys' fees. Scheffler Obj. at 8–9. Mr. Scheffler possesses no standing to object to the payment of a service award paid from Class Counsel's fees. The issue of service awards is more fully briefed in the fee application motion. ECF No. 230 at 14–17. Mr. Scheffler cites *In re Bluetooth Headset Products Liab. Litig*., 654 F.3d 935, 947 (9th Cir. 2011), in support of his assertion that service awards to non-class members raise heightened concern. Scheffler Obj. at 9. But Messrs. Caccuri and Neumark *were* potential Class members through nearly all of this case and dedicated time and effort so that the Class could recover. Each played an integral role leading up to this Settlement and deserve financial recognition for their efforts.

Mr. Scheffler's suggestion that this Settlement is the result of collusion is fallacious. As Class Counsel briefed in the preliminary approval motion, there are no collusion "red flags" under *Bluetooth* especially where the Settlement was facilitated by a mediator who initially conducted the ENE under Court appointment. ECF No. 219 at 14. In the Preliminary Approval Order, the Court found there are no collusion "red flags" under *Bluetooth*. ECF No. 224 at 8–9.

(v) *The Settlement Class Was Not Narrowed in An Unreasonable Manner*

Mr. Scheffler also objects to the proposed Settlement on the ground the Class definition was redefined to provide meaningful compensation. Scheffler Obj. at 9–10.

In exchange for the Settlement Amount, Plaintiff and the proposed Settlement Class agree to release all claims against SIE that arise out of or relate to the alleged conduct in this litigation. The people who may have been encompassed in the original class definition and who are not included in the

Settlement Class definition are not providing releases and will maintain their ability to pursue their claims if they so desire. The reasons for the narrowing of the Settlement Class definition were explained in great detail in Plaintiffs' Motion for Preliminary Approval. ECF No. 207 at 26–28, 20–22. At the time of the proposed Settlement, it was Plaintiff's understanding from consultation with their undisclosed economic expert that there were, at best, small damages under the Class definition as pled. The primary differences between the Original Class and the Settlement Class are as follows: (1) the Settlement Class is limited to persons who purchased a video game through the PSN Store for which a GSV was once available at retail, whereas the Original Class included all persons who purchased any digital video game content through the PSN Store regardless of whether that content was ever purchasable via a GSV; (2) the Settlement Class requires that the purchased game had at least 200 GSV redemptions prior to April 1, 2019; and (3) the Settlement Class requires that the post-discount price of the purchased game increased by at least fifty cents between the pre-period (January 1, 2017 to March 31, 2019) and the class period (April 1, 2019 to December 31, 2023).

Plaintiff alleges that SIE's decision to discontinue the sale of GSVs eliminated retail competition for digital video game content and allowed SIE to sell such content on the PSN Store at supracompetitive prices. However, discovery revealed that a number of persons who purchased digital video games from the PSN Store were not harmed by SIE's decision to halt the sale of GSVs. The Original Class was overbroad for two reasons. *First*, discovery showed that many of the digital video games available on the PSN Store were never capable of being purchased via GSV at retail. Persons who did not purchase a digital video game on the PSN Store, or who purchased a digital video game that was never offered as a GSV, therefore, do not appear to have been harmed by SIE's decision to stop the sale of GSVs. The presence of uninjured class members can render a class definition overbroad. An overbroad class definition can and often is solved by refining the class definition. This is the approach Plaintiff has taken here. Had these persons remained in the Settlement Class, then they would have been required to release their claims without any entitlement to recovery because class members may not recover under a settlement unless they were legally harmed by the alleged conduct. *See In re Citric Acid Antitrust Litig.*, 145 F. Supp. 2d 1152, 1155–56 (N.D. Cal. 2001) (recognizing that "a class member should be legally harmed in order to recover, a principle in keeping with other courts"). Amending the Class definition was the appropriate way to resolve this concern while allowing non-class members to pursue their claim if they so desire without giving a release here.

Even for the digital video games that had been purchased via a GSV, Plaintiff learned that there is a significant number of digital games for which there were *de minimis* GSV redemptions. Many digital games were purchased almost exclusively on the PSN Store even though they could be purchased at retail. SIE's decision to halt the sale of GSVs thus would have had very little—if any—impact on the price of such games because there already was little retail competition. In recognition of this fact, Plaintiff agreed to a nominal GSV-redemption requirement to ensure the Class is limited to persons with colorable legal claims. The parties concluded that digital games with fewer than 200 GSV redemptions could not support a colorable legal claim because the PSN Store accounted for more than ninety-nine percent of total sales of these games before SIE decided to stop the sale of GSVs. *Second*, the Original Class was overbroad in that it included persons who only purchased digital games on the PSN Store whose post-discount price went down between the pre-period and the Class Period. Discovery showed that the average post-discount purchase price of PSN Store games decreased after April 1, 2019, which ran counter to Plaintiff's theory that PSN Store games would become more expensive once retail competition was eliminated. To the extent the average post-discount price increased at all, the change was minimal. To ensure the Class is limited only to persons who potentially paid a supracompetitive (i.e., higher) price for a digital game because of SIE's decision to stop the sale of GSVs, the parties agreed to impose a *de minimis* price-increase threshold of fifty cents. Fifty cents was selected as the threshold to reduce the potential that small price fluctuations between the pre-period and the class period—in other words, noisy data—would have a significant impact on the Settlement Class and the amount each class member would recover.

In addition to resolving concerns that the original class included persons who experienced no legal harm, the differences between the Original Class and the Settlement Class also ensure that Settlement Class members will obtain a more meaningful recovery. Indeed, not imposing these *de minimis* requirements would significantly increase the size of the Settlement Class and reduce the recovery for persons with colorable legal claims. Removing the GSV-redemption requirement would add more than two million class members and result in most class members receiving a credit of less than a dollar. Removing the price-increase threshold would have even more significant repercussions, adding approximately twenty million class members and reducing the average recovery to less than a quarter. Removing both requirements would further reduce class member recovery and result in a settlement class consisting mostly of persons who could not have been plausibly harmed by the decision to stop selling GSVs. Because the differences between the Settlement Class and the Original Class are tailored to ensure the Class encompasses the persons who may have been harmed by SIE's conduct and to provide a meaningful recovery for those persons, the changes to the Class definition are appropriate. ECF No. 217 at 20:9–22:24.

(vi) *There Was No Need for The Settlement to Provide Injunctive Relief*

Mr. Scheffler objects to the Settlement on the ground it provides no injunctive relief. Mr. Scheffler cites no authority in support of his position. He overlooks the discovery in this case which indicates that: (i) only a select number of SIE digital games were available at retail; and (ii) there were major retailers charging prices at or above manufacturer's suggested resale prices, which undercuts a claim that Sony was overcharging. While this reduced the perceived damages in the case, it further lends itself to SIE arguing it was not charging prices higher than competitors and/or monopolizing the market. This, coupled with SIE's potential argument at trial that its rationale for eliminating digital games sales from retail was to promote administrative efficiency, negates the basis for requesting injunctive relief. SIE may likely be able to demonstrate it had a legitimate business purpose for the removal of digital games from retail. If Mr. Scheffler feels strongly, he can still bring his own prospective injunctive relief action.

(vii) *The Release Is Not Unreasonably Broad*

Without citing any authority, Mr. Scheffler objects to the Settlement on the additional ground that the release is unreasonably broad to include released claims "whether known or unknown, foreseen or unforeseen, suspected or unsuspected," and "contingent or non-contingent." Scheffler Obj. at 11. He further objects that the release requires waiver of California Civil Code §1542. California Civil Code § 1542 waivers are commonplace in class action settlements and are "common and accepted in this District." *See Estorga v. Santa Clara Valley Transportation Auth.*, No. 16-cv-02668-BLF, 2020 WL 7319356 (N.D. Cal. Dec. 11, 2020); *In re Telescopes Antitrust Litig.,* No. 5:20-cv-03639-EJD, 2025

WL 1093248, at *9 (N.D. Cal. Apr. 11, 2025) ("Such waivers are uncontroversial in the class action context because, like all class settlements, the extent of any release is constrained by the identical factual predicate doctrine."). The Class Settlement releases are standard provisions. If Mr. Scheffler were truly concerned about the breadth of the release, he would have opted out of the Class to avoid the release instead of just filing this objection. His failure to exclude himself from the Settlement based on a purportedly overbroad release speaks volumes about this argument. The release on its face is limited to claims related to this case and expressly excludes other types of claims. It is narrow.

Finally, Mr. Scheffler objects because the proposed Settlement requires Class members to continue doing business with SIE. Scheffler Obj. at 11. He contends that PSN account holders will have their credits automatically placed into their accounts and will be forced to continue doing business with SIE. Mr. Scheffler overlooks that PSN accounts could be closed and requests for a check payment made by August 27, 2026. If Mr. Scheffler, and other eligible Class members, no longer wished to do business with SIE and preferred a cash payment they could have closed their PSN accounts and requested a check. Just like his argument concerning the release, this argument is makeweight. The fact that he has not closed his PSN account and requested a check confirms his initial decision when purchasing a PlayStation console to be locked into Sony's eco-systems and exclusively purchase Sony PlayStation games for use on a Sony PlayStation console. In closing, the settlement amount is not "heavily tilted toward attorneys' fees" in this case. Scheffler Obj. at 12. The majority of the compensation is provided to eligible Class members.

Accordingly, Class Plaintiff and Class Counsel respectfully submit that Mr. Scheffler's objection should be denied since the relief he requests would result in the Class receiving no benefit.

2. David Antunez Objection

Mr. Antunez has submitted an objection which does not comply with the requirements to submit an objection for the following reasons: (i) the objection is not signed;[16] (ii) the objection does not include documentation sufficient to establish his purchase of a qualifying digital game from the

[16] Notice of Class Action Settlement, "Can I Object to the Settlement?" ECF No. 219-7, Pang Decl. Ex. D at 11.

PlayStation Store during the Class Period;[17] and (iii) the objection does not identify whether or not he has objected to other class actions. Buchman Decl. Ex. 12 ("Antunez Obj."). For these reasons, his objection should be denied.

He objects to the proposed Settlement on the following grounds: (i) the proposed relief is insufficient to the alleged harm and scope of the affected consumers; (ii) "non-monetary relief structure" – the settlement should have involved monetary compensation; (iii) "disproportionate benefit structure – the distribution of settlement value appears to disproportionately benefit attorneys' fees relative to the comparative to the compensation available to Class members; (iv) fairness concerns – the settlement does not appear to fully account for the consumer harm alleged in the case. Antunez Obj. at 2.

(i) *The Proposed Relief Is Sufficient*

Plaintiff incorporates by reference Scheffler Objection Response (ii) above.

(ii) *The Settlement Does Involve Monetary Compensation*

The proposed Settlement provides PSN account credits to eligible Class members without the need to file a claim form. The PSN account credits are immediately available when placed in eligible PSN accounts, apply to all products available for sale in the Sony PlayStation Store, and never expire. Eligible Class members who wished to receive cash were entitled to receive a check if their PSN account was closed and they timely submitted a request for a check. Like Mr. Scheffler, Mr. Antunez did not close his account and has made no such request.

(iii) The Distribution of the Settlement Does Not Disproportionately Benefit Attorneys' Fees

Plaintiff incorporates by reference Scheffler Objection Response (iii) above.

3. The Malachi Green Objection

Mr. Green has opted out of the Class and filed an objection. Buchman Decl. Ex. 4 ("Green Obj."). He no longer possesses standing to object. *See Senne v. Kansas City Royals Baseball Corp.*, No. 14-cv-00608 JCS, 2023 WL 2699972 (N.D. Cal. Mar. 29, 2023), *aff'd sub nom. Senne v. Concepcion*,

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[17] *Id.*

No. 23-15632, 2023 WL 4824938 (9th Cir. June 28, 2023) (class member who opted out no longer had standing to object.).

Mr. Green's objection should also be rejected because he has not complied with the following requirements: (i) the objection does not identify whether or not he has objected to other class actions; and (ii) Mr. Green objects to the attorneys' fee request, reimbursement of costs and expenses or service awards, but Mr. Green does not provide "[a]n explanation of [his] objection." His objection should be rejected for failure to comply with paragraph 11 of the Long Form Notice. To the extent the Court considers this objection, Plaintiff respectfully refers the Court to information in the Scheffler Objection Response (iii) above.

IV. CONCLUSION

For the foregoing reasons, Class Plaintiff respectfully requests that the Court enter the proposed Order: (i) granting Final Approval of the proposed Settlement; (ii) recertifying the proposed Settlement Class for settlement purposes; and (iii) any additional relief the Court deems just and proper under the circumstances. Buchman Decl. Ex. 1.

Dated: September 3, 2026

Respectfully submitted,

By: <u>*/s/ Michael M. Buchman*</u>

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