

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

ADRIAN CENDEJAS, on behalf of himself
and all others similarly situated,

Plaintiffs,

v.

SONY INTERACTIVE ENTERTAINMENT
LLC,

Defendant.

Case No. 3:21-cv-03361-AMO

**[PROPOSED] ORDER PRELIMINARILY APPROVING SETTLEMENT
AND PROVIDING FOR NOTICE OF SETTLEMENT**

This Court, having reviewed and considered the Second Revised Settlement Agreement (“Revised Settlement Agreement”) executed on behalf of Plaintiff Adrian Cendejas and Sony Interactive Entertainment LLC (“SIE” or “Defendant”) and the Proposed Class Plaintiff’s Notice of Unopposed Motion and Unopposed Motion for Preliminary Approval of Proposed Settlement, Approval of the Form and Manner of Notice to the Settlement Class and To Schedule a Fairness Hearing and for Certification of a Settlement Class, ORDERS:

1. The proposed Settlement¹ is preliminarily approved, subject to further consideration at the Fairness Hearing described below.

2. The Fairness Hearing shall be held before this Court on [TBD] [at the Court’s convenience at least 177 days after entry of this Order] before the Honorable Araceli Martínez-Olguín of the United States District Court, Northern District of California, San Francisco Division, located in Courtroom 10, 19th Floor at 450 Golden Gate Avenue, San Francisco, California to determine: (i) whether the terms and conditions provided for by the proposed Settlement are fair, reasonable, and

¹ Unless otherwise defined herein, capitalized terms referencing the proposed Second Revised Settlement Agreement shall have the meanings ascribed to those terms in the proposed Second Revised Settlement Agreement.

adequate to the Settlement Class and should be finally approved by the Court; (ii) whether the Final Judgment and Order of Dismissal, which, *inter alia*, dismisses the above-captioned action (the “Action”) in its entirety with prejudice, subject to the continuing jurisdiction of the Court, and contains releases, should be entered; (iii) whether the proposed Plan of Allocation should be approved; and (iv) the amount of reasonable attorneys’ fees, costs, and expenses that should be awarded to Interim Lead Counsel and the amount of a service award for Messrs. Agustin Caccuri, Adrian Cendejas and Alan Neumark.

Preliminary Approval of the Proposed Settlement

3. The Court finds that the proposed Settlement includes a proposed Settlement Amount totaling \$7,850,000.00 from SIE (the “Settlement Amount”) in exchange for, *inter alia*, dismissal of the litigation between the Plaintiff and Defendant with prejudice and release and discharge of the Released Claims, as set forth in the Second Revised Settlement Agreement. The Court further finds that the Settlement was reached after years of hard-fought litigation, through arm’s-length negotiations. Under these circumstances, the proposed Settlement falls within the range of approvable settlements. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate within the meaning of Federal Rule of Civil Procedure 23, in the best interests of the proposed Settlement Class. The proposed Settlement is, therefore, hereby preliminarily approved, subject to further consideration at the Fairness Hearing.

Class Certification

4. Pursuant to Federal Rule of Civil Procedure 23, the Court preliminarily certifies, for the purposes of effectuating the settlement only, a Settlement Class consisting of: all persons in the United States who purchased through the PlayStation Store one or more video games for which a game-specific voucher (“GSV”)² was available at retail prior to April 1, 2019, for which a total of at

² A GSV is a physical voucher or an electronic code purchased from a non-SIE retailer that enables a PlayStation user to download a specific game from the PSN.

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.

5. With respect to the Settlement Class, this Court preliminarily finds, for purposes of effectuating this Settlement only that: (i) the members of the Settlement Class are so numerous that joinder of all Settlement Class Members in the Action is impracticable; (ii) there are questions of law and fact common to the Settlement Class which predominate over any individual questions; (iii) the claims of the Plaintiff Adrian Cendejas in the Action are typical of the claims of the Settlement Class; (iv) Plaintiff Adrian Cendejas and Interim Lead Counsel have fairly and adequately represented and protected the interests of all members of the Settlement Class; and (v) predominance is satisfied and a class action is superior to other available methods for the fair and efficient adjudication of the controversy, considering: (a) the interests of the members of the Settlement Class in individually controlling the prosecution of the separate actions; (b) the extent and nature of any litigation concerning the controversy already commenced by members of the Settlement Class; (c) the desirability or undesirability of continuing the litigation of these claims; and (d) the difficulties likely to be encountered in the management of the class action.

6. For the purposes of Settlement only, the Court hereby preliminarily certifies Adrian Cendejas as Class Representative and Michael M. Buchman of the Joseph Saveri Law Firm LLP as Lead Counsel.

Approval of the Notice Plan

7. The Court approves, as to form and content, the proposed notice plan (“Notice Plan”) and exhibits attached to the Declaration of Elaine Pang dated February 26, 2026 (“Pang Declaration” or “Pang Decl.”), and finds that the direct notification through the email addresses associated with

Settlement Class members' PlayStation accounts, in conjunction with publication of the Summary Notice in a major publication substantially in the manner and form set forth in the Pang Declaration, meet the requirements of Federal Rule of Civil Procedure 23 and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all entitled to notice.

8. The Court further reserves the right to enter a Final Judgment and Order of Dismissal that approves the Settlement and dismisses the Action on the merits and with prejudice regardless of whether the Court has approved the Plan of Allocation or awarded attorneys' fees, costs, expenses or service awards to Messrs. Agustin Caccuri, Adrian Cendejas and/or Alan Neumark.

9. The Court appoints A.B. Data, Ltd. as Notice Administrator and Settlement Administrator ("Administrator") to supervise and administer the notice procedure as well as to provide assistance in connection with the distribution of the settlement monies as more fully set forth below:

- (a) Not later than 21 days after entry of this Order (the "Notice Date"), Interim Lead Counsel shall cause a link to the Notice, substantially in the forms annexed as Exhibits C and D to the Pang Declaration and hosted on a website maintained by the Administrator, to be emailed to all members of the proposed Settlement Class using the email addresses associated with their PlayStation accounts.
- (b) Not later than [TBD] [**21 days after the issuance of this Order**], Interim Lead Counsel shall cause the Summary Notice to be published once in a nationally distributed magazine and newswire, and not later than [TBD] [**21 days after the issuance of this Order**], Interim Lead Counsel shall place a copy of the Second Consolidated Amended Class Action Complaint And Demand For Jury Trial, or any later version thereof, and the Settlement Agreement and the Second Revised Settlement Agreement on the website, www.PSNDigitalGamesSettlement.com, which is maintained by the Settlement Administrator.

- (c) Not later than [TBD] [70 days after the issuance of this Order], the Notice Administrator and Interim Lead Counsel shall cause to be served on Defendant's counsel and filed with the Court proof, by affidavit or declaration, of compliance with the notice requirements of this Order, including details concerning the implementation of the Notice Plan, how many Notices were sent.

9. All members of the proposed Settlement Class who do not timely opt out, as established by the deadline below, shall: (a) be deemed to have waived his or her right to be excluded from the Settlement Class; (b) be bound by all determinations and judgments in the Action concerning the Settlement and all determination, orders, and judgments in the Action, whether favorable or unfavorable to the Settlement Class, including, but not limited to, the Releases provided for in the Second Revised Settlement Agreement; and (c) be barred from commencing, maintaining, or prosecuting any of the Released Claims against any of the Releasees, as more fully described in the Second Revised Settlement Agreement.

10. Qualified members of the proposed Settlement Class shall automatically receive a distribution unless they timely opt-out of the proposed Settlement Class. Unless the Court orders otherwise, the deadline to opt-out of the proposed Settlement is 85 days after entry of this Order. The opt-out notification must be filed with the Court and postmarked and mailed to Class Counsel [TBD] [85 days after entry of this Order]. Any member of the proposed Settlement Class that does not timely submit a notification of a desire to opt-out of the proposed Settlement within the time provided shall participate in the distribution of the proceeds of the Settlement monies unless otherwise ordered by the Court.

11. Each opt out notification must: (i) contain a statement that the person seeking to exclude herself/himself/itself from the Settlement Class wishes to do so; (ii) state the name, address, PlayStation account name, and email address associated with the PlayStation account of the person

requesting to opt out; (iii) identify the name of this Action (*Cendejas v. Sony Interactive Entertainment LLC*, Case No. 3:21-cv-03361-AMO (N.D. Cal.)); (iv) be signed by the person requesting to opt out or an authorized representative; and (v) contain documentation sufficient to establish that the person seeking to exclude herself/himself/itself from the Settlement Class purchased a qualifying digital game from the PlayStation Store during the Class Period. Upon receiving any request to opt out, the Interim Lead Counsel shall notify the Administrator and counsel for Defendant of such request(s) and provide them with copies of such request(s) and the documentation accompanying them by electronic mail. A request for exclusion shall not be effective unless it provides all of the required information and is received within the time period set forth above, or is otherwise accepted by the Court.

12. Members of the proposed Settlement Class who do not timely request to opt out may enter an appearance in the Action, at their own expense, individually or through counsel of their choice. Members of the proposed Settlement Class who do not enter an appearance will be represented by Interim Lead Counsel.

13. Members of the proposed Settlement Class who do not timely request to opt out may appear and show cause if they have any reason why: (i) the proposed Settlement should or should not be approved as fair, reasonable, and adequate; (ii) a judgment should or should not be entered thereon; (iii) the Plan of Allocation should or should not be approved; (iv) attorneys' fees, costs and expenses should or should not be awarded; or (v) a service award should or should not be granted to Messrs. Agustin Caccuri, Adrian Cendejas, and/or Allen Neumark; provided, however, that no member of the proposed Settlement Class or any other person shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, or, if approved, the Final Judgment and Order of Dismissal, or the order approving the Plan of Allocation, or the attorneys' fees, costs and expenses to be awarded to Interim Lead Counsel and/or service awards for Messrs. Agustin Caccuri, Adrian Cendejas, and/or Allen Neumark, unless that Person has mailed or delivered said objections, papers,

and briefs to the Clerk of the United States District Court for the Northern District of California, so that they are filed on or before [TBD] [85 days after entry of this Order], and mailed or delivered copies of any such papers to Michael M. Buchman of the Joseph Saveri Law Firm LLP, 780 Third Avenue, Suite 1200, New York, NY 10022 such that they are postmarked on or before the same date. To object, members of the proposed Settlement Class must send a letter stating that they object to the Settlement in *Cendejas v. Sony Interactive Entertainment LLC*, Case No. 3:21-cv-03361-AMO (N.D. Cal.). They must include: (i) their name, address, telephone number, signature, PlayStation account name, and the email address associated with their PlayStation account name; (ii) documents showing that they purchased a qualifying digital game on the PlayStation Store between April 1, 2019 and December 31, 2023; and (iii) a statement providing the specific reasons for the objection, including a detailed statement of the specific legal and factual bases for the objection and whether the objection applies only to the objector, to a specific subset of the proposed Settlement Class, or to the entire proposed Settlement Class. In addition, the objector must identify any other class action settlement(s) in which they and/or their attorney has objected. Objectors who wish to present evidence and/or witnesses at the Final Approval Hearing in support of their objection must include in their written objection the identity of any witnesses they may call to testify and any exhibits they intend to introduce into evidence at the hearing. Any objector who does not make her/his/it's objection in the manner provided herein shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement as set forth in the Revised Settlement Agreement, to the Plan of Allocation, or to the award of attorneys' fees, costs and expenses to Interim Lead Counsel or any Service Award, unless otherwise ordered by the Court.

14. No Releasees or Released Parties shall have any responsibility for or liability with respect to the Plan of Allocation or any application for attorneys' fees, reimbursement of costs, expenses, or service awards and such matters will be considered separately from the fairness,

reasonableness, and adequacy of the Settlement.

15. At or after the Fairness Hearing, the Court will determine whether the Plan of Allocation and the application for attorneys' fees, reimbursement of expenses, and service awards shall be approved.

16. All reasonable costs, and expenses incurred in identifying and notifying members of the proposed Settlement Class, as well as administering the Settlement Amount, shall be paid by SIE out of the Settlement Amount as set forth in the proposed Second Revised Settlement Agreement. In the event the Settlement is not approved by the Court, or otherwise fails to become effective, neither Plaintiff nor the proposed Settlement Class, or Interim Lead Counsel/Lead Counsel shall have any obligation to repay any amount actually and properly disbursed for disseminating the notice to the proposed Settlement Class and related notice administration costs/expenses.

17. All proceedings in this Action are hereby stayed until further order of this Court, except as may be necessary to implement the Settlement or comply with the terms of the Second Revised Settlement Agreement. Pending final determination of whether the Settlement should be approved, the Court bars and enjoins Plaintiff and all members of the Settlement Class from, either directly, representatively, or in any other capacity, commencing or prosecuting any and all of the Released Claims against each, any, or all Releasees in any action or proceeding in any court or tribunal.

18. Neither this Order, the Second Revised Settlement Agreement, or any of their terms or provisions, or the Notice Plan (including the forms of Notice there), or the Plan of Allocation, or any act performed or document executed pursuant to or in furtherance of them, or any of the negotiations or proceedings connected with them, including the parties' meditation, term sheet, and subsequent Settlement, the communications and/or discussions leading to the execution of the term sheet and Revised Settlement Agreement or Second Revised Settlement Agreement, and/or approval of the Settlement (including any arguments proffered in connection therewith), shall be construed as an

admission or concession by any party of the truth of any of the allegations in the Action, or of any liability, fault, or wrongdoing of any kind and shall not be offered, construed as, or deemed to be evidence of, or any presumption, admission, or concession that, Plaintiff or any members of the proposed Settlement Class have suffered any damages, harm, or loss; that there is any truth to the allegations of Plaintiff or any member of the Settlement Class or that any claim that has been or could have been asserted in this Action is valid, or that any defense that has been or could have been asserted in this Action or in any other litigation is in any way deficient, or that there is any liability, negligence, fault, or wrongdoing of any kind of any of the Releasees. The foregoing applies to any civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Second Revised Settlement Agreement.

19. In the event that the Settlement does not become final, this Order shall be vacated and rendered null and void to the extent provided by and in accordance with the terms of the Second Revised Settlement Agreement. In such event, all orders entered, and releases delivered in connection herewith shall also be null and void to the extent provided by and in accordance with the Second Revised Settlement Agreement, and the parties will revert to their positions as of the date and time immediately prior to the execution of the Second Revised Settlement Agreement without prejudice to their claims or defenses in the Action.

Schedule

20. The Court reserves the right to continue the Fairness Hearing without further notice to the proposed Settlement Class other than by ECF and posting on the website, www.PSNDigitalGamesSettlement.com and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the parties, if appropriate, without further notice to the proposed Settlement Class other than by ECF.

21. Pending the Fairness Hearing, all members of the proposed Settlement Class are enjoined from initiating or prosecuting any actions or claims against any Releasees or Released Parties that are within the scope of the releases provided for by the Second Revised Settlement Agreement.

22. The following schedule of dates shall govern the resolution of the Settlement:

Event	Days After Preliminary Approval Order
Notice Period Commences	____, 2026 [or 21 days after entry of Preliminary Approval Order]
Notice Period Concludes	____, 2026 [or 56 days after entry of Preliminary Approval Order]
Motion for Fees/Expenses/Service Awards	____, 2026 [or 70 days after entry of Preliminary Approval Order]
Notice Administrator Declaration of Completion of Notice	____, 2026 [or 70 days after entry of Preliminary Approval Order]
Deadline to Opt-Out or Object	____, 2026 [or 85 days after entry of Preliminary Approval Order]
Deadline to submit Request For Check	____, 2026 [or 141 days after entry of Preliminary Approval Order]
Motion For Final Approval	____, 2026 [or 148 days after entry of Preliminary Approval Order]
Responses to Motion For Final Approval	____, 2026 [or 162 days after entry of Preliminary Approval Order]
Reply Motion for Final Approval	____, 2026 [or 169 days after entry of Preliminary Approval Order]
Deadline To File Intention to Appear at Final Approval Hearing	____, 2026 [or 176 days after entry of Preliminary Approval Order]
Deadline to File With The Court Notice of Objections and Opt-Outs Received	____, 2026 [or 176 days after entry of Preliminary Approval Order]
Final Approval Hearing	TBD [at the Court's convenience at least 177 days after entry of Preliminary Approval Order]

IT IS SO ORDERED:

DATED: _____

The Honorable Araceli Martínez-Olguín
United States District Court Judge
Northern District of California