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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

AGUSTIN CACCURI 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 ADRIAN
CENDEJAS' REPLY TO OBJECTOR
TROY SCHEFFLER'S RESPONSE TO
CLASS PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF PROPOSED
SETTLEMENT**

MOTION HEARING

Date: October 15, 2026

Time: 2:00 p.m.

Courtroom: 5, 2nd Floor, Oakland

Honorable Araceli Martínez-Olguín

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Class Plaintiff Adrian Cendejas respectfully submits this Response to Objector Troy Kenneth Scheffler's Administrative Motion for Leave to File Response To Motion For Final Approval After Deadline and Reply to Objector Troy Kenneth Scheffler's Response To Class Plaintiff's Motion For Final Approval of Proposed Settlement. ECF No. 241 ("Response"). Although Mr. Scheffler did not timely file his Response with the Court and timely postmark and send the Response to Counsel for the Class in accordance with the Long Form Notice, Section 11, Class Plaintiff does not object to the untimely filing. For the reasons set forth below, Class Plaintiff Adrian Cendejas submits that Mr. Scheffler's Objection should be denied in its entirety.

ARGUMENT

Mr. Troy Kenneth Scheffler ("Objector Scheffler" or "Mr. Scheffler") previously filed objections in seven other class action cases. All of his prior objections were overruled and appeals were denied.¹ In *In re Equifax Inc. Customer Data Sec. Breach Litig.*, No. 1:17-MD-2800-TWT, (N.D. Ga. Nov. 25, 2019), Dkt. No. 884, 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, 2019), Dkt. No. 335. Similarly, in *In re CenturyLink Sales Pracs. & Sec. Litig.*, No. CV 17-2832, 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 (D. Minn. Dec. 4, 2020). Mr. Scheffler objected to the proposed Settlement in this case on the ground it does not provide eligible Class members with a cash option. As previously explained in the Preliminary Approval and Final Approval papers, this proposed Settlement does allow eligible Class members with closed accounts the option of requesting a check in the mail. ECF Nos. 219 & 239. His objections here do not seek to enhance or improve the proposed Settlement. Rather, if approved, his objections would have the unfortunate result of sending this matter back into full scale litigation where there is significant

¹ *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*, No. 5:18-cv-05626 (N.D. Cal. Dec. 2, 2019), Dkt. No. 86.

1 risk the Class members receive no recovery at all. *See* Class Plaintiff’s Notice of Motion and
2 Motion For Final Approval of Proposed Settlement and Renewed Certification of Settlement
3 Class, ECF. No. 239 at 19-21. Consistent with at least two other class actions in which he filed
4 objections and was paid to withdraw his objections, Mr. Scheffler has positioned himself, yet
5 again, to potentially receive money to withdraw his objection, but with no discernable benefit to
6 the Class. He is using the objection for potential personal gain. He is, at best, delaying the Class
7 recovery, and at worst, potentially blowing up the proposed Settlement up altogether.

8 Class Counsel have had no communication with Mr. Scheffler concerning or relating to
9 the substance of his Objection or the potential to withdraw the Objection. Class Plaintiff intends
10 to vigorously oppose Mr. Scheffler’s Objection, as well as the Objections of Messrs. David
11 Antunez and Malachi Green. Despite requesting a copy of their respective Responses to the Final
12 Approval motion by email on September 18, 2026, no responsive litigation papers have been
13 received from Messrs. Antunez or Green. Class Plaintiff, therefore, responds *seriatim* to Mr.
14 Scheffler’s arguments. Plaintiff does not oppose his response for being late.

15 **I. The Fee Objection Is Before The Court**

16 Mr. Scheffler correctly asserts that he has timely filed an Objection a portion of which
17 challenges Class Plaintiff’s request for fees, costs, expenses and service awards. Mr. Scheffler is
18 correct that Class Plaintiff has acknowledged and addressed this portion of his Objection. ECF
19 No. 239 at 17:19–18:22. He, however, quibbles with the assertion in the Final Approval papers
20 that no formal opposition was filed to Class Plaintiff’s Motion For Attorneys’ Fees, Costs,
21 Expenses and Service Awards. *Id.* No formal opposition papers were filed in connection with
22 that specific motion. There is no material dispute here. Mr. Scheffler objected to the award of
23 fees, costs, expenses and service awards and Class Plaintiff has addressed those objections. *Id.*
24 Accordingly, Class Plaintiff turns to Mr. Scheffler’s other arguments in his Response.

25 **II. The Cash Option Is A Real Option**

26 In his initial Objection, Mr. Scheffler faulted the proposed Settlement for failing to
27 provide a cash component, thereby forcing eligible Class members to continue doing business
28

1 with SIE. The Class members in this case have already selected the Sony ecosystem as a
2 preferred gaming system. They are not being “forced” to continue doing business with SIE. To
3 the contrary, they had the option of receiving a check if they closed their PSN account and no
4 longer wished to do business with SIE. Here, the Class members have options. No class member
5 is being forced to do anything.

6 Mr. Scheffler reiterates this objection in his Response despite the fact that Class Plaintiff
7 pointed out in the Final Approval papers that the proposed Settlement contains a cash component
8 for eligible Class members who no longer possess an active PSN account and timely requested a
9 check by August 27, 2026. Mr. Scheffler objects to this aspect of the proposed Settlement
10 because by closing one’s PSN account one loses access to her/his library content and no longer
11 can play Sony games. But if the person no longer desires to do business with SIE, and be part of
12 the Sony PlayStation ecosystem, this is the pre-existing natural and logical consequence of *that*
13 *individual’s decision* which was part of the Terms of Service well before the commencement of
14 this case.

15 Mr. Scheffler and other eligible Class members bought into that understanding when
16 purchasing their PlayStation console which “locked” them into the Sony PlayStation ecosystem.
17 They were well aware that Sony PlayStation games purchased could not be used on other gaming
18 consoles and would be lost if they migrated away from the Sony PlayStation ecosystem. Mr.
19 Scheffler’s objection has no bearing on the proposed Settlement and is illogical.

20 Mr. Scheffler ignores the real choices that the proposed Settlement provides eligible
21 Class members to receive a tangible benefit. They will receive either a PSN account credit for
22 active accounts which can be used on the PlayStation Store as cash equivalent or a check if their
23 account is closed and they timely requested a check. Mr. Scheffler complains that he cannot
24 receive cash under the proposed Settlement, but he could have if he closed his PSN account. He
25 made his decision to keep his account open and receive a PSN account credit because he has not
26 opted-out of the proposed Settlement.

1 It is clear that Mr. Scheffler's objection is nothing more than an opportunistic effort to
 2 hold the Class recovery hostage in order to receive a cash benefit for himself higher than the
 3 amount to which he is entitled under the proposed Settlement. Accordingly, Mr. Scheffler's
 4 objection should be denied because he seeks to deprive eligible Class members of the Settlement
 5 benefit to use the PSN account credit to: (i) receive a free game; (ii) use the PSN account credit
 6 toward a product on the PlayStation Store; or (iii) receive a check for a cash benefit under the
 7 proposed Settlement if the eligible Class member's PSN account is closed.

8 **III. The Court Previously Held The Credits Are Not Coupons**

9 Mr. Scheffler's Objection relies upon *McKnight v. Hinjosa*, 54 F.4th 1069, 1075 (9th Cir.
 10 2022) to contend that the PSN account credits are "coupons." His Objection ignores this Court's
 11 prior ruling on this issue. The Court has already issued a ruling at the preliminary approval phase
 12 of this proceeding that the PSN account credits are not "coupons." ECF No. 224. In his
 13 Objection, he initially raised the following three arguments: (i) eligible Class members must
 14 hand over more of their money to receive a benefit under the proposed Settlement because the
 15 games offered under a dollar are worthless "budget shovelware" games; (ii) although the PSN
 16 account credit applied to all products in the Sony PlayStation Store with no restrictions, eligible
 17 Class members are limited to the use of the credit within the Sony PlayStation Store; and (iii) the
 18 coupon is not transferable. ECF No. 229. All of these issues were fully addressed in the
 19 Preliminary Approval Order as Mr. Scheffler concedes on page 4 of his Objection. *Id.* Mr.
 20 Scheffler is keenly aware of the decision, but offers no new facts or law to disturb that ruling.

21 In his Response and with regard to the first *McKnight* factor, Mr. Scheffler now retreats
 22 from his prior "budget shovelware" argument while continuing to argue the proposed Settlement
 23 *does not provide* a cash benefit. The proposed Settlement unquestionably *does* provide a cash
 24 benefit for eligible Class members with a closed PSN account. He also incorrectly continues to
 25 contend that Class members must pay money out of their pockets to derive a benefit under the
 26 proposed Settlement. That is untrue. There are a substantial number of games at prices from
 27 which eligible Class members may choose without spending money out of their pocket. As the
 28

1 Court found in the Preliminary Approval Order, eligible Class members *are not* forced to
2 continue doing business with SIE and need not outlay additional monies to benefit from the
3 proposed Settlement. ECF No. 224 at 5–6.

4 With regard to his Response and the second *McKnight* factor, Mr. Scheffler asserts that
5 the PSN account credit can only be used for purchases at the Sony PlayStation Store.

6 Mr. Scheffler fails to acknowledge that only Sony games can be played on Sony
7 PlayStation consoles and that those games are only available at the PlayStation Store today
8 because of a potential legitimate business justification by SIE. His objection, if granted, would
9 prevent eligible Class members from recovering any benefit from this case since the Class faces
10 the very real risk of obtaining no recovery at all if this case proceeds further. When viewed in
11 this light, it appears that Mr. Scheffler’s motivation is to force Class Counsel to compensate him
12 to withdraw his objection as he has accomplished in other cases.

13 Unlike in *In re Easysaver Rewards Litigation*, 906 F.3d 747 (9th Cir. 2018) (ECF No. 24
14 at 2, 4, 5), the Court there held the credits, which expired after a year and had blackout dates,
15 were “coupons” because “class members cannot use these credits *without purchasing* an item
16 from Defendants.” 906 F.3d at 757. That is not the case here where nothing needs to be
17 purchased. As explained above and at preliminary approval, the account credits are sufficient to
18 allow eligible Class members to use their PSN credit to obtain a game without paying any
19 additional money out of their pockets. For these reasons, Mr. Scheffler’s argument should be
20 rejected because *Easysaver* is distinguishable.

21 With respect to his Response and the third *McKnight* factor, Mr. Scheffler grumbles that
22 the credits never become cash as in *McKnight*. ECF No. 241 at 4. Mr. Scheffler’s comparison to
23 *McKnight* is misplaced. In *McKnight*, the credits turned into cash because they expired. Here, the
24 credits never expire and they can be used without an outlay of cash if the eligible Class member
25 so decides. Because the PSN credits never expire, the Court here found they were not “coupons.”
26 ECF No. 224. For all these reasons, the PSN account credits are not “coupons” as the Court
27 correctly found. *Id.*

IV. Because the PSN Account Credits Are Not Coupons There is No Redemption Issue

Mr. Scheffler asserts that the Court should defer the attorneys' fee award "until SIE reports the value of the credits actually redeemed." ECF NO. 241 at 5:25. He contends "CAFA prevents settling parties from valuing *coupons* at face value without accounting for their redemption rate." *Easysaver*, 906 F.3d 747, 756 (emphasis added). Mr. Scheffler stubbornly clings to his view that the PSN account credits are "coupons" and ignores the Court's holding in the Preliminary Approval decision that the PSN account credits are not coupons. ECF No. 224 at 6 ("In sum, the Court finds that the PSN account credits do not reflect a coupon settlement."). In *Easysaver*, the Court found CAFA requirements applied because it deemed the expiring credits in that case to be coupons. *Id.* at 758 ("For all these reasons, we conclude that the only logical conclusion under the correct legal rule is that these credits are coupons under CAFA."). Because the credit payments here do not expire and are not "coupons," CAFA does not apply and Mr. Scheffler's argument fails.

V. The Proposed Service Awards To Messrs. Caccuri and Neumark Out of The Attorneys' Fees Are Not The Class's Money

Mr. Scheffler essentially contends he has standing to object to the payment of a service award which is paid out of any attorneys' fees as awarded by the Court. He claims that a service award originated from Class money otherwise could have benefitted eligible Class members. ECF No. 241 at 6:4–16. Mr. Scheffler's argument is strained. Class Counsel made a fee application based upon the work they performed. They have not requested the fee awarded by the Court, if any, be enhanced to accommodate a service award to Messrs. Caccuri and Neumark. To the contrary, Class Counsel has requested a flat 25% Ninth Circuit benchmark fee. They are not seeking an award in excess of that amount. They are also not seeking to offset funds to compensate Messrs. Caccuri and Neumark for the significant work they performed to benefit the Class leading up to this settlement. Mr. Scheffler fails to appreciate that if his objection is granted it would simply allow the attorneys to keep the entire attorneys' fee as awarded. No monies would be returned to the Class. While he has the right to object to attorneys' fees, Mr.

Scheffler lacks standing to challenge the Court Ordered distribution of monies once awarded by the Court to Class Counsel. Thus, for these reasons Mr. Scheffler's argument that he possesses standing to challenge the proposed Service Awards once awarded by the Court to Class Counsel is incorrect.

VI. Injunctive Relief for Future Conduct and Excluded Claims are not Released

Mr. Scheffler's Response argument about injunctive relief is essentially a sub-argument of his original objection about the breadth of the release. The fact that the release is carefully tailored, narrow and expressly excludes an array of claims is addressed at pages 18 through 20 of the Final Approval papers. ECF No. 239.

It is hard to understand what Mr. Scheffler is now complaining about by singling out injunctive relief because: (i) he gives no examples of the type of injunctive relief he is contemplating; (ii) if he were truly contemplating injunctive relief about released claims then he should not release them; and (iii) by its nature, the injunctive relief he could seek is prospective and would only relate to future conduct. If defendant were to engage in actionable future conduct, Mr. Scheffler and other class members could bring the claims they think become activated.

If Mr. Scheffler wants to modify this Settlement to preserve the right to seek an injunction for past conduct that is being released, and for which the Class is being compensated, it is hard to imagine any settlement doing that. He cites no examples or authority.

Regardless, these Releases are appropriate and narrow. Aside from not preventing future claims (or injunctive relief) for future alleged misconduct, the proposed Settlement explicitly preserves Class members' rights in the present. Mr. Scheffler does not explain why the broad exclusion protecting his right to bring an action for injunctive relief is insufficient now, let alone in the future. The Releases at paragraph 16 a. expressly excludes the following:

Actions not related to this action or to the subject matter of this release arising in the ordinary course between: (a) any of the SIE or the Releasees, on the one hand, and (b) Plaintiff, Settlement Class members or Releasers, on the other, arising under the laws of negligence, product liability, strict liability, implied warranty, breach of contract, fraud, breach of express warranty, consumer protection, or personal injury will not be released.

ECF No. 219-4 at 47–48; *see* Settlement Agreement pp 9–10, Par. 16, Releases.

This portion of the Objection, along with the others, is symptomatic of the apparent true motivation to hold relief to the Class hostage in exchange for extracting special treatment to go away.

VII. The Class Notice and Hearing Location and Deadline To Appear

Mr. Scheffler contends that the Class members have not been correctly apprised of the hearing location and deadline to file the Notice of Intent to Appear at the Final Approval hearing. While the Long Form Notice incorrectly lists the hearing location as the San Francisco Courthouse, the Long Form Notice also advises Class members to check the www.PSNDigitalGamesSettlement.com website (“Website”) for updates concerning the Final Approval hearing. Long Form Notice para 16. As of September 22, 2026, the Website has been updated to inform all Class members that the hearing will be held at the Oakland Courthouse. <https://psndigitalgamessettlement.com/home/>. Mr. Scheffler also notes the deadline to file a Notice of Intent To Appear at the Fairness hearing was erroneously listed as July 2, 2026 in the Long Form Notice. The Summary or Short Form Notice sent to each eligible Class member by email contained the correct date of October 1, 2026. The Website has been updated to address these issues and advises anyone that wishes to appear at the October 15, 2026 Final Approval hearing that it will be held in the Oakland Courthouse and that Class Members should timely file a Notice of Intent to Appear on or before October 1, 2026. In addition, an update email has been sent to each person who submitted an opt-out request and objection advising them as follows:

[T]he Court has scheduled the Fairness Hearing in the above-referenced action for October 15, 2026, at 2:00 p.m., in Courtroom 5, 2nd Floor, 1301 Clay Street, Oakland, California. Any Settlement Class Member who wishes to appear at the Fairness Hearing, either personally or through their own attorney, must submit a Notice of Intent to Appear to be filed with the court no later than October 1, 2026 and mailed to Michael M. Buchman, Esq., Saveri Law Firm, 780 Third Avenue, Ste 1201, New York, New York 10022.

CONCLUSION

For the foregoing reasons, Mr. Scheffler’s Objections should be denied in their entirety.

1 Dated: September 24, 2026

Respectfully submitted,

2 By: /s/ Michael M. Buchman

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