

EXHIBIT 11

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION
Civil Action No. 21-cv-03361-AMO**

AGUSTIN CACCURI, ADRIAN CENDEJAS,
and ALLEN NEUMARK, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

SONY INTERACTIVE ENTERTAINMENT LLC,

Defendant.

**OBJECTION OF TROY KENNETH SCHEFFLER TO PROPOSED CLASS
ACTION SETTLEMENT**

Pursuant to Question 11 of the Long-Form Notice of Class Action Settlement and Federal Rule of Civil Procedure 23(e)(5), the undersigned Settlement Class Member submits this written Objection to the proposed Settlement in Caccuri, et al. v. Sony Interactive Entertainment LLC, No. 21-cv-03361-AMO (N.D. Cal.) (the “Action”).

I. IDENTIFICATION OF OBJECTOR

Pursuant to the requirements of Question 11 of the Long-Form Notice, the Objector states:

Name: Troy Kenneth Scheffler

Address: 26359 Shandy Trl., Merrifield, MN 56465

Telephone: 763-225-7702

PSN Account Name: Troy S/Promanure

Email Associated with PSN Account: troyscheffler@gmail.com

FILED
JUN - 5 2026

CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

Proof of Qualifying Purchase: Attached hereto as Exhibit A is documentation sufficient to establish the Objector's purchase of one or more qualifying digital games from the PlayStation Store during the Class Period (April 1, 2019 through December 31, 2023), in the form of PSN transaction history / receipt screenshots.

Prior Objections: The Objector has previously objected in the following actions:

In Re Experian Data Breach Litigation - 8:2015cv01592

IN RE: Takata Airbag Products Liability Litigation - 1:2015md02599

In Re: CenturyLink Sales Practices and Securities Litigation - 0:2017md02795

Carter v. Forjas Taurus, S.A. et al - 1:2013cv24583

In re: MNGI Digestive Health, PA 27-CV-24-10788 (Minnesota)

Scope of Objection: This Objection applies to the entire Settlement Class and to the Settlement as a whole, including (i) the proposed Settlement Amount and method of distribution; (ii) the request by Interim Lead Counsel for attorneys' fees, costs, and expenses; and (iii) the requested service awards to Messrs. Agustin Caccuri, Adrian Cendejas, and Allen Neumark.

Intent to Appear: The Objector does not intend to appear at the Fairness Hearing scheduled for October 15, 2026. If this changes, the Objector will timely file and serve a separate Notice of Intent to Appear in accordance with Question 18 of the Long-Form Notice.

II. STANDING TO OBJECT

The Objector is a member of the Settlement Class as defined in the Second Revised Settlement Agreement (Dkt. No. 219-4). During the Class Period, the Objector purchased through the PlayStation Store one or more qualifying Sony digital video games for which a Game-Specific Voucher (“GSV”) was available at retail prior to April 1, 2019, and for which the post-discount price increased by at least fifty cents between the relevant pre- and post-April 1, 2019 periods. The Objector has not requested exclusion from the Settlement Class and therefore has standing to object under Rule 23(e)(5)(A).

III. SUMMARY OF OBJECTION

The proposed Settlement is not “fair, reasonable, and adequate” within the meaning of Federal Rule of Civil Procedure 23(e)(2). For the reasons set forth below, the Court should decline to grant final approval, or, in the alternative, should require material modifications including (1) recharacterizing the in-store credit relief as a “coupon” under 28 U.S.C. § 1712 with attendant constraints on attorneys’ fees; (2) reducing or restructuring the attorneys’ fee award so that class recovery bears a reasonable relationship to counsel’s compensation; (3) denying service awards to the two named plaintiffs who do not fit within the narrowed Settlement Class definition; and (4) narrowing the scope of the release to match the consideration paid.

IV. GROUNDS FOR OBJECTION

A. The PSN Store credits are coupons under 28 U.S.C. § 1712 and the Court’s preliminary finding to the contrary cannot be sustained at final approval.

The Settlement provides relief almost exclusively in the form of credits deposited into class members’ PlayStation Network (“PSN”) wallets, redeemable only at Sony’s own PlayStation Store. The Court’s Preliminary Approval Order found these credits were not “coupons” under *McKnight v. Hinojosa*, 54 F.4th 1069 (9th Cir. 2022). Respectfully, that determination is contrary to both the structure of the relief and the purpose of the Class Action Fairness Act.

The first McKnight factor asks whether class members must hand over more of their own money to take advantage of the relief. The Parties answered “no” by pointing to a handful of titles available for less than one dollar on the PlayStation Store — e.g., World Explorer Challenge, Twins of Legacy: Elemental, and Simple Dominoes. See Pls.’ Mot. for Prelim. Approval at 24 & n.11 (Dkt. No. 219). These are budget shovelware titles unrelated to the allegedly overcharged content at issue in the Complaint. The notion that a class member who was overcharged on Spider-Man, Call of Duty, or any of the approximately 103 Covered Games receives meaningful relief by being directed to purchase Simple Dominoes confuses face value with redemption value. For the games class members actually buy — and that constitute the very basis of the antitrust injury — the average \$1.14 credit will not cover the purchase, and class members will have to spend additional out-of-pocket

money at the very digital storefront the Complaint identifies as the alleged monopolized aftermarket.

The second McKnight factor asks whether the credit is valid only for “select products or services.” The PSN credit can be redeemed only at the PlayStation Store — i.e., only within the very digital market that the Second Consolidated Amended Class Action Complaint alleges Sony unlawfully monopolized by terminating third-party retail GSV sales in April 2019. See SCACAC ¶¶ 41–42 (Dkt. No. 190). Whether the credit is good for “any” PlayStation Store item or only some PlayStation Store items is beside the point: by definition, the credit is restricted to products from the defendant’s own retail channel — the channel the lawsuit identifies as the source of the overcharge. This is the paradigmatic structural feature of a coupon settlement: the remedy forces class members to continue transacting with the alleged monopolist. See *Figueroa v. Sharper Image Corp.*, 517 F. Supp. 2d 1292, 1302 (S.D. Fla. 2007) (identifying as a core coupon concern that such settlements “require class members to do future business with the defendant in order to receive compensation”).

The third McKnight factor — flexibility — is at best neutral. The credit is expressly non-transferable. Settlement Agr. ¶ 14. While the credit does not expire, non-transferability is itself a hallmark of coupon relief; a true cash equivalent would be assignable.

If the credit relief is properly classified as a coupon, CAFA imposes significant constraints. Under 28 U.S.C. § 1712(a), “the portion of any attorney’s fee award to class counsel that is attributable to the award of the coupons shall be based on the value to class members of the coupons that are redeemed.” Counsel seeks \$1,962,500 in fees calculated against the full \$7,850,000 face value of the Settlement Amount, with no accounting for redemption rates. Coupon redemption rates in consumer class actions routinely fall below five percent. See *Online DVD-Rental Antitrust Litig.*, 779 F.3d at 951 (collecting authority on low redemption rates). A fee tied to redeemed value, as § 1712(a) requires, would necessarily be a small fraction of what is currently being sought.

B. The Settlement provides grossly inadequate recovery relative to claimed damages and to comparable settlements.

Counsel’s own filings state that the average Class Member recovery under the Plan of Allocation is approximately \$1.14, with a range of \$0.91 to \$33.66 per eligible account. Pls.’ Mot. for Prelim. Approval at 23 (Dkt. No. 219). That is a de minimis result that fails Rule 23(e)(2)(C)’s adequacy inquiry. The comparable cases counsel itself cites yielded average per-class-member recoveries of \$80.63 (*Pecover v. Electronic Arts*), \$45 minimum per device (*Lenovo Adware*), \$142.76 (*Weeks v. Google LLC*), and \$2,200 (*Ramirez v. Trans Union LLC*). *Id.* at 37. The instant settlement’s average recovery is one to three orders of magnitude lower.

More fundamentally, the antitrust claims at issue carry mandatory treble damages under Section 4 of the Clayton Act, 15 U.S.C. § 15(a). Counsel concedes a single-damages ceiling of approximately \$29.6 million on the narrow Covered Games subset. Pls.’ Mot. at 23. Trebled, the exposure ceiling is approximately \$88.8 million. The \$7,850,000 settlement — from which roughly \$2.8 million in fees, costs, service awards, and administration expenses are deducted before any distribution — represents only about 5.7% of the trebled exposure as net relief to the class. Counsel’s representation that the settlement constitutes “approximately 25% single damages recovery” omits the trebling that Sherman Act plaintiffs would be entitled to recover at trial and that any fairness analysis must include.

C. The fee, cost, and service award structure consumes a disproportionate share of the Settlement Amount.

Of the \$7,850,000 Settlement Amount, the Parties propose to deduct, before any distribution to the Class:

1. Attorneys’ fees of \$1,962,500 (25% of the Settlement Amount, with the Settlement Agreement authorizing requests of up to 33⅓% — see Settlement Agr. ¶ 20);
2. Approximately \$670,000 in costs and expenses;
3. \$30,000 in service awards (\$10,000 each to three named plaintiffs); and
4. Approximately \$160,000 in administration costs.

The aggregate of these deductions is approximately \$2,822,500 — nearly 36% of the gross Settlement Amount before any class member receives a single dollar of credit. The disproportion is exacerbated by the fact that, as discussed in Section A above, the relief delivered to the Class is in the form of in-store credit whose actual cost to the Defendant is its lost gross margin, not face value. Counsel’s lodestar disclosure of approximately \$8.7 million against a \$1,962,500 fee request itself signals a case in which the attorney resources expended were grossly disproportionate to the relief obtainable. A negative multiplier is not a virtue; it is evidence that the litigation could never have delivered meaningful class recovery commensurate with the legal expense, and the Court should not approve a fee award that distorts that economic mismatch onto the Class.

D. The proposed service awards to two non-class members are improper.

Counsel acknowledges that two of the three named plaintiffs receiving \$10,000 service awards — Messrs. Caccuri and Neumark — do not satisfy the narrowed Settlement Class definition. Pls.’ Mot. at 34 & n.24. Counsel further acknowledges authority denying service awards to non-class members. See *Juarez v. Soc. Fin., Inc.*, No. 20-CV-03386-HSG, 2023 WL 3898988, at *9 (N.D. Cal. June 8, 2023); *In re Sonic Corp. Customer Data Sec. Breach Litig.*, 2019 WL 3773737, at *8–*9 (N.D. Ohio Aug. 12, 2019). The contingent fallback that counsel will, if

necessary, pay these awards from its own fees confirms that the awards cannot properly be charged to the Class fund.

Service awards to plaintiffs who are not class members raise heightened concerns under *In re Bluetooth Headset Products Liability Litigation*, 654 F.3d 935, 947 (9th Cir. 2011), because they sever the alignment between named representatives and absent class members at precisely the moment when alignment matters most. A named plaintiff who does not himself recover under the settlement he negotiated has no direct stake in maximizing class recovery and an undisguised incentive to accept counsel-favorable terms. The Court should deny service awards to Messrs. Caccuri and Neumark in their entirety, and should treat the structural defect of representation by non-class plaintiffs as a factor weighing against final approval of the Settlement as a whole.

E. The Settlement Class was narrowed in a manner that exacerbates representation problems and indicates that the threshold criteria were reverse-engineered.

By Counsel's own admission, the Settlement Class was narrowed from the originally pleaded class through the imposition of two thresholds: (1) a requirement that the relevant game had at least 200 GSV redemptions prior to April 1, 2019; and (2) a requirement that the post-discount price increased by at least fifty cents between the pre- and post-April 1, 2019 periods. Pls.' Mot. at 21–22. Counsel acknowledges

that without these thresholds, the class would include more than twenty million additional members and the average recovery would fall below twenty-five cents. *Id.* at 22.

Counsel frames this as ensuring a “meaningful recovery,” but it is equally accurate to describe the thresholds as having been calibrated to (a) move the average recovery above the threshold at which the credits could not plausibly be defended as anything other than coupons, and (b) reduce the size of the class so that the per-account credit could be characterized as a fair-value distribution. The 200-GSV-redemption criterion in particular is measured by reference to Sony’s own internal redemption metrics, which Sony controls.

F. The Settlement provides no injunctive or behavioral relief.

Paragraph 26 of the Settlement Agreement expressly states: “This Settlement Agreement does not include any provision for injunctive relief.” Settlement Agr. ¶ 26. The Complaint alleges that Sony unlawfully terminated third-party retail GSV sales on April 1, 2019, eliminating intra-brand competition for digital PlayStation games. SCACAC ¶¶ 40–45. Sony has continued that practice without interruption from April 2019 through the present, and the Settlement permits Sony to continue indefinitely. The Class receives no structural remedy for the conduct that gives rise to the lawsuit. In an antitrust action premised on alleged ongoing monopolization,

the complete absence of injunctive relief is a significant indicator that the bargained-for exchange is inadequate.

G. The Release is unreasonably broad relative to the consideration paid.

The release in Paragraph 16 of the Second Revised Settlement Agreement extinguishes any and all claims “arising out of or relating to any of the allegations, transactions, facts, matters, occurrences, representations, or omissions involved, set forth, or referred to in any complaint, pleading, or motion filed in this action at any time prior to October 10, 2024.” Settlement Agr. ¶ 16(a). It expressly extends to claims “whether known or unknown, foreseen or unforeseen, suspected or unsuspected,” and “contingent or non-contingent.” *Id.* The release further requires Class Members to waive the protections of California Civil Code § 1542. *Id.* ¶ 16(b).

A release of unknown, unsuspected, and contingent future claims — secured for an average \$1.14 credit redeemable only at the alleged monopolist’s own digital storefront — is not proportionate consideration. The release should at minimum be narrowed to the specific claims actually litigated and to claims arising out of the alleged conduct as it occurred during the defined Class Period, with the express preservation of all future and unknown claims.

H. The Settlement compels continued transactional engagement with the alleged monopolist.

Active PSN account holders will have their settlement credit automatically deposited into their PSN wallets. Long-Form Notice at 4. Use of the credit therefore requires not only continued ownership of a PSN account but ongoing transactional engagement with the alleged monopolist’s digital storefront. This is precisely the third concern recognized by district courts evaluating coupon settlements — that they “require class members to do future business with the defendant in order to receive compensation.” *Rael v. Children’s Place, Inc.*, 2021 WL 1226475, at *8 (S.D. Cal. Mar. 30, 2021). The Court’s preliminary determination that this concern is mitigated because most class members “have an ongoing consumer relationship with SIE given their use of the PlayStation platform” is circular: the existence of that ongoing relationship is itself a function of the conduct the Complaint alleges to be unlawful, namely, Sony’s elimination of alternative retail channels.

V. CONCLUSION AND REQUEST FOR RELIEF

More than a decade ago, in surveying the structural pathologies that infect class-action settlement practice, Judge Richard Posner observed for the Seventh Circuit that “[f]rom the selfish standpoint of class counsel and the defendant, therefore, the optimal settlement is one modest in overall amount but heavily tilted toward attorneys’ fees.” *Eubank v. Pella Corp.*, 753 F.3d 718, 720 (7th Cir. 2014). Posner went on to identify the precise mechanism: “The defendant cares only about

the size of the settlement, not how it is divided between attorneys' fees and compensation for the class." Id.

The proposed Settlement here is a textbook illustration of the dynamic Eubank warns against. The Settlement Amount is modest — \$7,850,000 against trebled antitrust exposure that Plaintiff's own filings concede has a ceiling of approximately \$88.8 million on the narrow Covered Games subset alone. Of that modest amount, roughly 36% is consumed by attorneys' fees, costs, expenses, service awards, and administration before a single class member receives any credit. The Settlement Agreement on its face authorizes counsel to request as much as 33⅓% in fees. Counsel logs an asserted lodestar of approximately \$8.7 million — a figure that exceeds the entire net relief actually distributable to the Class. The Defendant, for its part, retains the alleged monopoly going forward, escapes any injunctive obligation, and pays the class principally in store credit redeemable only at the very digital storefront the Complaint identifies as the locus of the antitrust injury. The average Class Member recovers \$1.14. This is the structural alignment Eubank cautioned district courts to scrutinize: a deal that serves counsel and defendant comfortably while leaving the Class with relief that is nominal in amount and effectively confined to the alleged monopolized aftermarket.

Rule 23(e)(2) charges this Court with a fiduciary obligation to absent class members. Where, as here, "almost every danger sign in a class action settlement that

our court and other courts have warned district judges to be on the lookout for [is] present,” *Eubank*, 753 F.3d at 728, the proper response is to decline final approval rather than to ratify the bargain the named plaintiffs and class counsel have already made for themselves.

For the reasons set forth above, the Objector respectfully requests that the Court:

1. Decline to grant final approval of the proposed Settlement;
2. In the alternative, classify the PSN Store credit relief as a coupon settlement under 28 U.S.C. § 1712 and require that any attorneys’ fee award attributable to the coupon relief be calculated based on the value of credits actually redeemed pursuant to § 1712(a);
3. Reduce the requested attorneys’ fees and costs to bring counsel’s compensation into a reasonable relationship with actual class benefit;
4. Deny service awards to Agustin Caccuri and Allen Neumark on the ground that they are not members of the Settlement Class;
5. Narrow the scope of the release in Paragraph 16 of the Second Revised Settlement Agreement to claims actually litigated and arising from the conduct alleged during the Class Period, and strike the waiver of unknown and contingent future claims;
6. Require the inclusion of meaningful prospective injunctive or behavioral relief addressing the conduct alleged in the Complaint; and
7. Grant such other and further relief as the Court deems just and proper.

Respectfully submitted,



26359 Shandy Trl.
Merrifield, MN 56465
763-225-7702
troyscheffler@gmail.com
Objector

05/26/2026

EXHIBIT A

Documentation of Qualifying Purchase from the PlayStation Store

Transaction History

Filter by Time Period

DATE	DESCRIPTION	TYPE	ACCOUNT	TRANSACTION ID	PAYMENT METHOD	DETAILS	AMOUNT
11/29/2020	God of War III Remastered, God of War	Product purchase	troyscheffler@gmail.com	235548960807	Charge VISA (****9083)	• God of War III Remastered • God of War	\$21.46
Subtotal							\$39.98
Tax							\$1.48
Discount							-\$20.00
Total (2 items)							\$21.46

Request Refund

View Policy

PSN network Search

PSN Class - File Explorer

syntheswave radio

Filing a class action obj

Latest | Official PlayStation

Objection to PSN Setu

sony long form notice



Troy Scheffler <troyscheffler@gmail.com>

PlayStation Network (PSN) Digital Games Settlement

1 message

Notice and Settlement Administrator <help@mg.abdataclassactionmail.com>

Mon, May 4, 2026 at 9:53 AM

Reply-To: info@psndigitalgamessettlement.com

To: troyscheffler@gmail.com

If, during the period April 1, 2019, to December 31, 2023, you purchased a Digital Game through the PlayStation Store that was previously available through a Game-Specific Voucher, you may be eligible to receive a payment from a class action lawsuit settlement.

This notice was authorized by a Judge of the United States District Court for the Northern District of California, San Francisco Division. It is not a lawyer solicitation. Please read this notice carefully and in its entirety.

Your rights may be affected by a proposed settlement in a class action lawsuit regarding the prices paid for digital games sold through the Sony PlayStation Store. The lawsuit was filed against Defendant Sony Interactive Entertainment LLC ("Defendant"). The captioned case is *Caccuri, et al. v. Sony Interactive Entertainment LLC*, Civil Action No. 21-cv-03361-AMO (N.D. Cal.) (the "Action"). The Action, which is pending in the United States District Court for the Northern District of California, San Francisco Division (the "Court"), alleges that Defendant violated federal antitrust law and certain state laws. Plaintiff alleges that Defendant unlawfully eliminated competition and monopolized the market for Sony digital games, causing consumers to pay more for certain digital games than they otherwise would have paid on the PlayStation Store. Defendant denies that it engaged in any wrongdoing or that any Plaintiff or putative class member was damaged by Defendant's conduct. The Court has not decided that Defendant did anything wrong.

The Court has preliminarily approved the proposed settlement between the Plaintiff and Defendant (the "Settlement"). The proposed Settlement will provide for the payment of \$7,850,000 (the "Settlement Amount") to resolve Plaintiff's and Settlement Class Members' claims against Defendant. The full text of the Settlement Agreement, which is dated as of November 14, 2024, the proposed Revised Settlement Agreement, which is dated as of December 4, 2024, and the Second Revised Settlement Agreement dated February 26, 2026, are available at www.PSNDigitalGamesSettlement.com.

The Court has scheduled a hearing to decide whether to approve: (i) the Settlement; (ii) the plan for allocating the Settlement Amount to Settlement Class Members; (iii) the request of Lead Counsel for payment of attorneys' fees, costs, and expenses out of the Settlement Amount; and (iv) the request of Lead Counsel for service awards to Messrs. Agustin Caccuri, Adrian Cendejas, and Allen Neumark out of the Settlement Fund or the Attorneys' fees (the "Fairness Hearing"). If the Settlement is approved, it will resolve all claims in the Action. The Fairness Hearing is scheduled for October 15, 2026, at 2:00 p.m., before Judge Araceli Martinez-Olguin of the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, California 94102.

Who Is Included in the Settlement Class?

You may be a member of the settlement class in this Action (the "Settlement Class"), and thus entitled to compensation pursuant to the Settlement, if you purchased through the PlayStation Store one or more Sony 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. 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 PlayStation Network.

A more detailed notice, including the list of games that satisfy the characteristics listed above, is available at www.PSNDigitalGamesSettlement.com.

Your Rights and Options

DO NOTHING: If you do not request exclusion from the Settlement Class by July 2, 2026, you are a member of the Settlement Class, and if you do nothing you will remain in the Settlement Class. You will be bound by any releases, judgments, and decisions of the Court in this Action, including rulings on the Settlement.

EXCLUDE YOURSELF FROM THE SETTLEMENT: If you wish to exclude yourself from the Settlement Class, you must submit a written request by July 2, 2026. If you exclude yourself, you will not be bound by any releases or future decisions, judgments, or

orders of the Court. You will also not be able to participate in any distribution of the Settlement Amount in this lawsuit. You will retain the right to sue Defendant based on the claims and factual allegations that were or could have been raised in this Action.

OBJECT TO THE SETTLEMENT: If you object to all or any part of the Settlement, the Plaintiff's request for attorneys' fees, or reimbursement of costs, expenses, or service awards to Messrs. Agustin Caccuri, Adrian Cendejas, and Allen Neumark, you must serve a written objection by July 2, 2026, and if you desire to speak in person at the Fairness Hearing, you must file a written letter of objection and/or a notice of intention to speak along with a summary statement with the Court and Lead Counsel by October 1, 2026.

Want More Information?

Go to www.PSNDigitalGamesSettlement.com, call (877) 777-9145, email info@PSNDigitalGamesSettlement.com, or write to PSN Digital Game Settlement, P.O. Box 173046, Milwaukee, WI 53217.

The deadlines contained in this notice may be amended by Court Order, so you should check www.PSNDigitalGamesSettlement.com for any updates. Please *do not* call the Court, the Clerk of the Court, or the Defendant for information about the Settlement.

If you'd like to unsubscribe [click here](#).

Troy Schmitt

26359 Shandy Trl
Merrifield, MN 56455

Troy Schuler

26359 Shandy Trl
Marrifield, MN 56465

Retail



94102

RDC 99

U.S. POSTAGE PAID

FCM LG ENV
MERRIFIELD, MN 56465
MAY 26, 2026

\$2.44

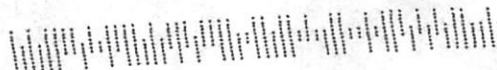
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JUN 05 2026

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NORTHERN DISTRICT OF CALIFORNIA

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United States District Court
Northern District of California
450 Golden Gate Ave.
San Francisco, CA 94102



UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

Civil Action No. 21-cv-03361-AMO

AGUSTIN CACCURI, ADRIAN CENDEJAS,
and ALLEN NEUMARK, individually and on
behalf of all others similarly situated.

Plaintiffs,

v.

SONY INTERACTIVE ENTERTAINMENT LLC,

Defendant.

FILED

JUN 05 2026

CLERK, U.S. DISTRICT COURT
NORTH DISTRICT OF CALIFORNIA

X

DECLARATION OF SERVICE

I, Troy Kenneth Scheffler, declare as follows:

1. I am over the age of eighteen years, am not a party to the above-captioned action other than as an objecting Settlement Class Member, and am competent to make this Affidavit. The facts stated herein are within my personal knowledge and are true and correct.
2. On May 26th, 2026, I caused a true and correct copy of the following document to be served:

Objection of Troy Kenneth Scheffler to Proposed Class Action Settlement, together with all exhibits attached thereto.
3. I served the foregoing document by depositing a true and correct copy thereof, enclosed in a sealed envelope with first-class postage fully prepaid, in the United States Mail at Merrifield, Minnesota, addressed to each of the following:

Office of the Clerk of Court
United States District Court

SCANNED

Northern District of California

450 Golden Gate Avenue

San Francisco, CA 94102

(Filing of Objection with the Court)

Michael M. Buchman, Esq.

Joseph Saveri Law Firm, LLP

780 Third Avenue, Suite 1200

New York, NY 10017

Counsel for the Class

4. Each envelope was deposited with the United States Postal Service on the date set forth above, on or before the July 2, 2026 deadline established by the Long-Form Notice of Class Action Settlement.

I declare under penalty of perjury under the laws of the United States of America, pursuant to 28 U.S.C. § 1746, that the foregoing is true and correct.

Executed on May 26th, 2026, at Merrifield, Minnesota.



Troy Kenneth Scheffler

26359 Shandy Trl.

Merrifield, MN 56465

763-225-7702

troyscheffler@gmail.com

Affiant