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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 **DECLARATION MICHAEL M. BUCHMAN IN SUPPORT OF CLASS COUNSEL'S MOTION FOR AN AWARD OF ATTORNEY'S FEES, EXPENSES, AND SERVICE AWARDS** **<u>MOTION HEARING</u>** Date: October 15, 2026 Time: 2:00 pm, PST Courtroom: Courtroom 3, 3rd Floor Location: Oakland Courthouse Honorable Araceli Martínez-Olguín

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I, Michael M. Buchman, respectfully submit this Declaration and hereby declare as follows:

1. I, Michael M. Buchman, am a partner at the Saveri Law Firm LLP. I am admitted to the practice of law in the states of New York and Connecticut. I am admitted *pro hac vice* to practice in the Northern District of California for this matter. ECF No. 20. I am Court-appointed Lead Counsel in this matter. ECF No. 35. I make this Declaration based on my own personal knowledge. If called upon to testify, I could and would testify competently to the truth of the matters stated herein.

2. I respectfully submit this Declaration in support of Class Counsel's Motion for an Award of Attorneys' Fees, Expenses, and Service Awards. This Declaration: (i) describes the work performed from the commencement of this action to the settlement agreement signed by Sony Interactive Entertainment LLC ("SIE"); (ii) provides an overview of the time and expenses spent by Class Counsel litigating this action; (iii) succinctly summarizes the work performed by Lead Counsel to manage the administration of Class Counsel's work; and (iv) details the efforts undertaken by Class Plaintiffs that support the proposed Service Awards.

I. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

3. Under the terms of the Settlement Agreement in this case, SIE will pay $7,850,000.00 ("Settlement Amount") to resolve the Class claims. The payment will take the form of PlayStation Network ("PSN") account credits to eligible Class members' PSN accounts. Lead Counsel believes that this relief represents an excellent result for the Settlement Class, and that the terms of the Settlement are fair, reasonable, and adequate.

4. The Settlement Amount represents a significant recovery for the Settlement Class given the issues Plaintiffs faced if the litigation were to continue. With the benefit of discovery and the transactional data received from SIE and SIE retailers, it became evident that the estimated class-wide damages were approximately $29.6 million. The settlement represents approximately 26.5% of Class Plaintiffs' $29.6 million estimated single-damages. This recovery falls well within the range of reasonable class action settlements.

5. Given the risks posed in this litigation of receiving nothing, this recovery is an excellent result for the Class. While Class Counsel worked diligently and strategically to maximize Class

Plaintiffs' chances for success, proceeding further with this case was fraught with very challenging obstacles at class certification, *Daubert* and summary judgment.

6. There were a number of issues which made this case difficult and potentially problematic for Plaintiffs. *First*, the number of games sold at retail was much smaller than originally contemplated. The games in question were, therefore, a small subset of the digital games sold by SIE through the PlayStation Store. *Second*, the smaller set of games meant that the class size would be much smaller than initially contemplated. *Third*, retailers were selling a number of digital games at the same price as SIE or at higher prices, thereby making the universe of actionable games and *quantum* of damage even smaller. This would make it more difficult to prove that SIE engaged in the underlying conduct as alleged in the Consolidated Amended Class Action Complaint. *Fourth*, establishing and proving damages would be very challenging according to Plaintiffs' economic expert. *Fifth*, the class action waiver issue under SIE's contracts with customers remained outstanding under the Court's ruling on SIE's preemptive class certification motion. That issue created significant uncertainty about class size, let alone certification, going forward. *Sixth*, SIE repeatedly argued in court filings that the "only rationale or conceivable purpose" test under *FTC v. Qualcomm, Inc.*, 969 F.3d 974, 993 (9th Cir. 2020) would be applied to its decision to stop selling digital games at retail. This is a developing area of the law, the contours of which were argued throughout this proceeding, raised additional risk. The existence of these issues, individually and collectively, created considerable uncertainty about obtaining any relief for the Class and support the view that resolution of this action at this time is in the best interests of the Class.

II. WORK PERFORMED BY CLASS COUNSEL

7. In this case, Class Counsel navigated challenging terrain.

8. Defendant put up a strong fight at every opportunity and retained three of the most prestigious law firms in the United States to defend its interests, including Shearman & Sterling LLP, Paul Weiss, Rifkind, Wharton & Garrison LLP, and Wilmer Hale LLP. Here, Lead Counsel, with the invaluable assistance of Class Counsel, achieved this excellent result.

9. Lead Counsel briefed two motions to dismiss, an administrative discovery motion, and a preemptive motion to deny class certification based on arbitration and class action waiver provisions in

SIE's contracts. SIE claimed these provisions prevented this case from proceeding as a class action. Undeterred by Defendant's obstacles, Class Counsel marshalled and reviewed the documents produced by SIE, retained an economic expert and worked with the expert to analyze the strengths and weaknesses of this case. Class Counsel include some of the most respected plaintiffs' class action firms in the country. In light of the many challenges faced by Class Counsel, the more than 13,325.25 hours and $625,067.77 in expenses that they expended is a testament to the diligence and thorough work that led to this settlement.

A. Class Counsel's Pre-Suit Investigation and Initiation of the Litigation

10. On May 5, 2021, Lead Counsel commenced this action. ECF No. 1. The commencement of this action was not based on an investigation by government entities such as the Federal Trade Commission, Department of Justice, or Congress.

11. Following the filing of the first complaint, two similar actions were filed. in the Northern District of California. *Cendejas v. Sony Interactive Entertainment LLC et al*., No. 21-cv-03447, ECF No. 1 and *Neumark v. Sony Interactive Entertainment LLC et al.,* No. 21-cv-05031, ECF No. 1. The actions were initially assigned to Chief Judge Richard G. Seeborg and later reassigned to this Court. *See e.g.* ECF No. 16.

12. On December 3, 2021, Chief Judge Seeborg appointed Michael M. Buchman, who at the time was with Motley Rice LLC, as Interim Lead Counsel. ECF No. 35.

13. On December 20, 2021, Plaintiffs filed a Consolidated Class Action Complaint ("CCAC"). ECF No. 40.

B. Motions to Dismiss and Preemptive Motion to Deny Class Certification

14. On February 18, 2022, Defendant SIE moved to dismiss the CCAC on the grounds that Plaintiffs failed to allege: (i) monopoly power or a dangerous probability of achieving monopoly power in a properly-defined relevant antitrust market; (ii) anticompetitive conduct; (iii) anticompetitive effects or antitrust injury; and (iv) facts supporting a claim for unjust enrichment. ECF No. 45.

15. On June 23, 2022, the Court entertained argument on Defendant's motion to dismiss. ECF Nos. 54, 56.

16. On July 15, 2022, the Court issued an Opinion and Order granting, in part, Defendant's motion. ECF No. 60. The Court granted the motion to dismiss on the ground that Plaintiffs had not adequately alleged anticompetitive conduct under the Sherman Act. *Id*. The Court granted Plaintiffs leave to amend the complaint. *Id*.

17. On August 15, 2022, Plaintiffs filed a Consolidated Amended Class Action Complaint.

18. On August 22, 2022, Defendant filed a second motion to dismiss contending that Plaintiffs failed to plausibly allege that: (i) Sony refused to deal with third-party retailers; (ii) Sony's distribution of game-specific cards through third-party retailers was profitable; (iii) the only conceivable rationale for ending game specific cards was to forgo short-term profits in order to exclude competition; (iv) Sony still sells game-specific cards on the same terms to other similarly situated customers; and (iv) Sony and third-party retailers were competitors before the distribution arrangement. ECF No. 67.

19. On November 28, 2022, the Court indicated the motion would be decided without oral argument. ECF No. 79.

20. On February 7, 2023, the Court issued an Opinion and Order denying Defendant's second motion to dismiss holding that Plaintiffs had alleged sufficient facts to establish that Sony had engaged in anticompetitive conduct. ECF No. 80.

21. On November 16, 2023, Defendant SIE filed a motion to preemptively deny class certification. ECF No. 124.

22. On May 1, 2024, the Court entertained oral argument on Defendant SIE's motion to deny class certification. ECF No. 160.

23. On May 2, 2024, the Court issued a decision on an administrative discovery motion concerning the number of custodians and time period for discovery. ECF No. 161.

24. On May 24, 2024, the Court issued an opinion denying, in part, Defendant SIE's motion to deny class certification. ECF No. 167.

C. Discovery

25. On October 12, 2023, a Case Management Conference was held with the Court in which it was Ordered that the parties counsel submit: (i) a joint stipulation consolidating the cases; (ii) a status

report regarding the choice of mediator for the Neutral Evaluation session; and (iii) a certificate of interested parties by October 23, 2023. ECF No, 109. During the hearing, the Court set a class certification motion deadline of July 15, 2024, a close of fact discovery deadline of November 4, 2024, and a class certification hearing date of December 19, 2024. ECF No. 108. The parties were also under Order to complete an Early Neutral Evaluation session before the end of January 2024. ECF No. 121. On January 24, 2024, an Early Neutral Evaluation session was unsuccessfully held with Mr. Christopher Hockett. ECF No. 137.

26. On April 28, 2023, Plaintiffs served a first set of requests for the production of documents, consisting of approximately 35 requests.

27. SIE served objections and responses on May 30, 2023.

28. On January 30, 2024, after an extensive meet and confer process, SIE served amended objections and responses to Plaintiffs' first set of requests for production, reflecting certain compromises reached by the parties.

29. On February 6, 2024, Plaintiffs served a subpoena on third party The Value Engineers, Inc., a market research consulting firm retained by SIE.

30. On February 14, 2024, Plaintiffs served subpoenas on: (i) Amazon.com, Inc.; (ii) Best Buy Co., Inc.; (iii) GameStop Corp.; (iv) Target Corporation; and (v) Walmart Inc. The subpoenas requested the production of SIE digital game transactional data and other SIE related documents. These retailers sold GSVs prior to the SIE April 1, 2019 implementation of the decision to eliminate the sale of GSVs at retail.

31. SIE similarly served third-party subpoenas on the same retailers, as well as certain other third parties. The third parties produced their respective documents to Plaintiffs.

32. In total, SIE produced over 100,000 documents and voluminous transaction data which Plaintiffs reviewed prior to conducting settlement discussions. In addition, approximately 6,500 documents were produced from third parties: (i) Amazon.com, Inc.; (ii) Best Buy Co., Inc.; (iii) GameStop Corp.; (iv) Target Corporation; (v) Walmart Inc.; and (vi) The Value Engineers, Inc.

33. SIE served a first set of requests for the production of documents on Plaintiffs on December 6, 2023.

34. In total, Plaintiffs produced approximately 2,164 documents to SIE.

35. A review of the data produced by SIE and third-parties established that retailers were charging the manufacturer's suggested retail prices or prices higher than those being charged by SIE.

36. The data produced in the litigation indicates that certain consumers may have been injured concerning a small number of digital games sold prior to and after April 1, 2019.

37. But the indication from Plaintiffs' economic expert, with the benefit of SIE and third-party data productions, was that the damages and breadth of injury as the operative complaint stood, were significantly smaller than initially anticipated.

38. Plaintiffs' economic expert conveyed that proving economic injury and resulting damages would be most challenging.

39. Following the review of the documents and data produced in the litigation, Plaintiffs began preparing for depositions and working with their economic expert concerning class certification issues. Plaintiffs noticed thirteen Fed. R. Civ. P. 30(b)(1) depositions as well as a Fed. R. Civ. P. 30(b)(6) deposition of SIE.

40. Plaintiffs were fully prepared to take each scheduled deposition of SIE's current and former executives. Plaintiffs' counsel was also ready to defend the depositions of the three named Plaintiffs.

D. Settlement Negotiations

41. After the completion of discovery and having consulted with their respective economic experts, the parties reached the conclusion that it would be potentially fruitful to recommence settlement discussions with Mr. Hockett serving as the mediator given his command of the facts and issues.

42. The parties reached out to Mr. Hockett and retained him to mediate settlement discussions.

43. After a number of separate and joint mediation sessions over a three-week period, and with supervision and input from Mr. Hockett in numerous private calls, the parties reached the proposed

Settlement on September 15, 2024. *See* ECF No. 207(5) Declaration of Christopher B. Hockett dated August 6, 2025, ¶¶ 5–8.

44. The proposed Settlement was reached *after* the completion of discovery from SIE and third parties. The settlement in this case was achieved through arm's length negotiations with Mr. Hockett serving as the neutral intermediary, and after two motions to dismiss and a motion to preemptively deny class certification were briefed, argued, and resolved.

45. During discovery, the parties produced and reviewed over one hundred thousand documents and substantial amounts of SIE transaction and pricing data.

46. The parties similarly served and responded to requests for production and had a discovery dispute regarding the time frame of discovery and number of witnesses to be deposed resolved by the Court. ECF No. 154.

47. The parties were prepared to take depositions in the U.S., UK and Canada. Plaintiffs were well-versed in the strengths and weaknesses of the case and were well-positioned to assess and balance the risks and rewards of continuing to litigate the Claims in the Consolidated Amended Class Action Complaint.

48. Upon reaching resolution of the matter, the parties informed the Court that Class Plaintiffs had settled this case and executed a Term Sheet with SIE. The parties, thereafter, worked diligently to execute a formal Settlement Agreement, which the parties executed on November 14, 2024. ECF Nos. 219-4. The Settlement Agreement was revised on December 4, 2024 to amend the Class Definition. And the Settlement Agreement was revised a second time on February 26, 2026 to, *inter alia*, amend the names of counsel for SIE. *Id*. The material terms of the settlement provided for a release of all Class Plaintiffs' claims in exchange for $7,850,000 in PSN account credits to eligible Class members. Class Plaintiffs moved for preliminary approval on December 13, 2024. ECF No. 191.

49. The motion was denied without hearing on July 17, 2025. ECF No. 199.

50. The motion was refiled on August 18, 2025 subject to the direction of the Court. ECF No. 207. That motion was denied on January 30, 2026. ECF No. 211.

51. A renewed motion was filed on February 26, 2026. ECF No. 219.

52. The motion for preliminary approval was granted on April 8, 2026. ECF No. 224. The preliminary approval motion also a requested approval of a notice plan that Class Counsel designed with A.B. Data Ltd., as well as certification of a settlement class. *Id*. When granting the motion the Court appointed Michael M. Buchman as Lead Counsel and Mr. Adrian Cendejas as the Class Representative in the case. *Id*. at 11.

53. In the Preliminary Approval Order, the Court set a Final Approval Hearing for October 15, 2026. *Id*.

III. REVIEW OF TIME AND EXPENSES

54. Lead Counsel has received the time and expense reports for the firms that worked on this litigation. These firms are as follows: Motley Rice LLC, Saveri Law Firm, LLP; Westerman Law Corp.; Zimmerman Reed LLP; Israel David LLC, Millberg Coleman Bryson Phillips Grossman, PLLC; and Law Office of Steven Williams P.C. Lead Counsel has reviewed the time and expense reports for these firms and endeavored to eliminate excessive or duplicative time entries. The total hours spent by these firms appointed was 13,325.25, with a resulting lodestar of $7,289,347.80, based on the firms' historical rates.

The following chart reflects the hours and lodestar incurred by each firm that worked on this litigation on behalf of the Class.

Firm	Hours	Lodestar
Motley Rice LLC	8449.50	$4,421,820.00
Saveri Law Firm LLP	2908.45	$1,509,455.50
Zimmerman Reed LLP/Westerman Law Corp.	1,668.95	$1,111,580.50
Israel David LLP	56.60	$ 42,332.50
Millberg Coleman Bryson Phillips Grossman, PLLC	220.00	$176,971.80

Law Office of Steven Williams P.C.	21.75	$ 27,187.50
Totals	**13,325.25**	**$7,289,347.80**

55. Charts showing the amounts billed by the lawyers and staff from Motley Rice LLC (Exhibit A), Saveri Law Firm, LLP (Exhibit B), Westerman Law Corp. (Exhibit C), Zimmerman Reed LLP (Exhibit C), Israel David, LLC (Exhibit D), Millberg Coleman Bryson Phillips Grossman, PLLC (Exhibit E); and the Law Offices of Steven Law Williams P.C. (Exhibit F) are contained in these firm declarations. *See* Exhibits A–F. These firms assigned lawyers and staff to work on this matter whose skills and experience (and hourly rates) were appropriate for the work they performed. Document review lawyer rates were capped at $340.00 an hour in this case. Messrs. Buchman and Westerman oversaw high-level case management and strategic decisions, reviewed key pleadings, negotiated key litigations items with Defendant, and handled Class Plaintiffs' successful mediation efforts.

The Declarations also discuss each firm's work performed, their staffing, and provide information concerning the firm's respective hourly rates.

IV. LITIGATION EXPENSES

A. Individual Firm Expenses Paid

56. No litigation fund was established in this case. Individual firms paid their respective expenses. The individual firm expenses incurred by each Class Counsel firm are set forth below, with a total of $625,067.77. The breakdown of the expenses for each firm are included in the individual firm declarations. *See* Exhibits A–F.

Individual Firm Expenses Paid	Amount
Motley Rice LLC	$424,702.74
Saveri Law Firm LLP	$195,597.97
Zimmerman Reed LLP/Westerman Law Corp.	$3,630.96
Israel David LLP	0.00
Millberg Coleman Bryson Phillips Grossman, PLLC	$1,136.10
Law Office of Steven Williams P.C.	0.00
Total	**$625,067.77**

The expenses paid by Class Counsel are typical of expenses paid in complex antitrust cases and necessary for the successful prosecution of this matter on behalf of Class Plaintiffs. The largest categories of expenses include:

Expense Category	Amount
Expert	$373,930.82
Computer Research	$153,323.02
Document Hosting	$66,131.99
Mediation	$7,000

57. The largest category of expenses, by far, is comprised of expert costs. Class Plaintiffs retained one expert. No expert disclosure dates were triggered during the litigation and the experts were not formally disclosed.

58. The mediation services expense was for mediation services provided by Mr. Christopher Hockett. Mr. Hockett facilitated the resolution of this matter.

59. Document hosting relates to the Ricoh document review platform that Class Counsel used to review documents produced by defendants and third parties, as well as document productions from Class Plaintiffs.

V. SERVICE AWARDS

60. Messrs. Agustin Caccuri, Adrian Cendejas and Allen Neumark ably fulfilled their roles as class representatives. Defendants served requests for production, and Lead Counsel worked closely with each Class Representative, and their respective counsel, in order to provide full responses to Defendants' discovery demands. After the parties agreed to appropriate search terms, Messrs. Agustin Caccuri, Adrian Cendejas and Allen Neumark searched their electronically stored information and files for responsive materials and provided them to Lead Counsel, who reviewed and produced those materials. Lead Counsel worked with Messrs. Caccuri, Cendejas and Neumark on any follow-up issues. Messrs. Caccuri, Cendejas and Neumark also produced all the data reflecting their digital game purchases.

61. Messrs. Caccuri, Cendejas and Neumark have each submitted a declaration attesting to the work they performed in this case for the Court's consideration, attached hereto as Exhibits G, H, and I. *Staton v. Boeing Co.,* 327 F.3d 938, 977–78 (9th Cir. 2003), *In re Presidential Life Securities*, 857 F. Supp. 331, 337 (S.D.N.Y. 1994), *Pinto v. Princess Cruise Lines, Ltd.*, 513 F. Supp.2d 1334, 1344 (S.D. Fla. 2007).

62. Messrs. Caccuri, Cendejas and Neumark fully performed the tasks as requested by Lead and Class Counsel and they assisted in the material advancement of this litigation by, at all times, representing the bests interests of the Class. *See* Exhibits G, H, and I. Lead Counsel, therefore, respectfully requests that the Court give Messrs. Caccuri, Cendejas and Neumark's individual requests for a $10,000 Service Award all due consideration under these circumstances.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge. Executed this 17th day of June 2026 in New York, New York.

/s/ Michael M. Buchman
Michael M. Buchman