

# EXHIBIT E

**NOTICE OF CLASS ACTION SETTLEMENT**

PLEASE READ THIS ENTIRE NOTICE CAREFULLY. A UNITED STATES FEDERAL COURT AUTHORIZED THIS NOTICE. IT IS NOT A LAWYER SOLICITATION, AND YOU ARE NOT BEING SUED. YOUR RIGHTS MAY BE AFFECTED BY THE PROCEEDINGS IN THIS ACTION. THIS NOTICE ADVISES YOU OF YOUR RIGHTS AND OPTIONS WITH RESPECT TO THIS ACTION.

If, during the period April 1, 2019 to December 31, 2023, you purchased through the PlayStation Store one or more video games for which a game-specific voucher (“GSV”) was available at retail prior to April 1, 2019, for which a total of at least 200 GSV redemptions were made prior to April 1, 2019, and for which the post-discount price increased by at least fifty cents from: (a) the period between January 1, 2017 and March 31, 2019; as compared to (b) the period between April 1, 2019 and December 31, 2023, a class action lawsuit and settlement may affect your rights.

A class action lawsuit is pending in the United States District Court for the Northern District of California, San Francisco Division (the “Court”). The lawsuit was filed against Defendant Sony Interactive Entertainment LLC (“Defendant” or “SIE”). The captioned case is *Caccuri, et al. v. Sony Interactive Entertainment LLC*, Civil Action No. 21-cv-03361-AMO (N.D. Cal.) (the “Action”). Plaintiff in the lawsuit, Adrian Cendejas, claims that Defendant violated federal antitrust and certain state laws. Plaintiff alleges that Defendant engaged in anticompetitive conduct designed to monopolize the PlayStation digital game market, thereby causing consumers to pay more than they otherwise would have paid for certain digital games on the PlayStation Store. Defendant denies any wrongdoing, and the Court has not decided that Defendant did anything wrong. This lawsuit does not claim that any PlayStation games are defective.

Plaintiff and Defendant have settled this Action for \$7,850,000 (the “Settlement Amount”). This notice (“Notice”) is to inform you that the Court has granted preliminary approval of settlement (the “Settlement”). This Notice provides potential class members (the “Settlement Class”) with notice of their rights and options regarding the Settlement, how to object to the Settlement, and how to exclude themselves from the Settlement.

There will be no claim form to complete because SIE will directly distribute the Settlement Amount, minus court approved attorneys’ fees, costs, expenses, and/or service awards, to the PlayStation Network (“PSN”) account wallets of members of the Settlement Class who have not timely and validly excluded themselves from the Settlement. Eligible Settlement Class Members with deactivated PSN accounts will be able to contact the case number (877) 777-9145, email [info@PSNDigitalGamesSettlement.com](mailto:info@PSNDigitalGamesSettlement.com), and/or mail to PSN Digital Game Settlement, P.O. Box 173046, Milwaukee, WI 53217 and provide qualifying purchase information as well as a current address in order to receive monies they may be entitled to under the Settlement. Such Settlement Class Members must provide this information on or before **August 27, 2026**. The Settlement Amount will be distributed according to the Plan of Allocation.

You can find more information about the Settlement Agreement below and on [www.PSNDigitalGamesSettlement.com](http://www.PSNDigitalGamesSettlement.com).

**THE SETTLEMENT CLASS'S AND YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT**

This Notice provides notice that the Court has granted preliminary approval of the Settlement on behalf of the proposed Settlement Class. The Settlement Class is defined below:

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

The proposed Settlement will provide for the payment of \$7,850,000 to resolve the Action, and related claims, against Defendant. The full text of the proposed Settlement Agreement dated as of November 14, 2024, the Revised Settlement Agreement dated as of December 4, 2024, and the Second Revised Settlement Agreement dated as of February 26, 2026 (“Settlement Agreement”) are available at [www.PSNDigitalGamesSettlement.com](http://www.PSNDigitalGamesSettlement.com).

The Court has scheduled a hearing (the “Fairness Hearing”) to decide whether to approve the Settlement Agreement, the plan for allocating the settlement funds to members of the Settlement Class, and the request for attorneys’ fees and reimbursement costs, expenses, as well as potential service awards for Agustin Caccuri, Adrian Cendejas, and Allen Neumark from the Settlement Amount or the Attorneys’ Fees. If the Revised Settlement Agreement 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 Martínez-Olguín of the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, California 94012.

This Notice incorporates by reference the definitions in the Second Revised Settlement Agreement. The Second Revised Settlement Agreement and the Court’s order granting preliminary approval of the Settlement are available on the website, [www.PSNDigitalGamesSettlement.com](http://www.PSNDigitalGamesSettlement.com). All capitalized terms used, but not defined, shall have the same meanings as in the Second Revised Settlement Agreement and the Court’s order granting preliminary approval of the Settlement (the “Preliminary Approval Order”).

| YOUR LEGAL RIGHTS AND OPTIONS REGARDING THIS CLASS ACTION |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>EXCLUDE YOURSELF FROM THE PROPOSED SETTLEMENT</b>      | If you wish to exclude yourself from the Settlement Class, you must submit a written request by <b>July 2, 2026</b> , as described in Question 8, below. If you exclude yourself, you will not be bound by any releases or future decisions, orders, or judgments 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 for the conduct alleged in this Action. |
| <b>OBJECT TO THE PROPOSED SETTLEMENT</b>                  | If you wish to object to all or any part of the Settlement, Interim Lead Counsel’s request for attorneys’ fees, reimbursement of costs, expenses, or service awards, you must submit a timely written objection according to the instructions in Question 11, below, by <b>July 2, 2026</b> .                                                                                                                                                                             |

**DO NOTHING**

You are automatically part of the Settlement Class if you fit the Settlement Class definition. By not excluding yourself, you will remain a member of the Settlement Class. You will receive the benefit of any future determinations in this case against the Defendant, and you will be bound by any releases or determinations concerning the Defendant on the issues. In other words, you will be bound by any rulings by the Court. This is your only opportunity to exclude yourself from the Settlement Class.

If you would like more information about the Action, you can review this Notice and send questions to the Notice and Settlement Administrator and/or Interim Lead Counsel. *See* Question 11.

**DO NOT CONTACT THE COURT, THE CLERK OF THE COURT, OR THE DEFENDANT IF YOU HAVE QUESTIONS REGARDING THIS NOTICE.**

**THESE RIGHTS AND OPTIONS AND THE DEADLINES TO EXERCISE THEM ARE EXPLAINED IN THIS NOTICE.**

**TABLE OF CONTENTS**

|                                                                                                                         |    |
|-------------------------------------------------------------------------------------------------------------------------|----|
| INFORMATION ABOUT THE LAWSUIT AND THE CERTIFIED CLASSES .....                                                           | 4  |
| 1. Why did I get this Notice?.....                                                                                      | 4  |
| 2. What is the lawsuit about?.....                                                                                      | 4  |
| 3. Why is this lawsuit a class action?.....                                                                             | 5  |
| 4. Why is there a Settlement with Defendant? .....                                                                      | 5  |
| 5. What does the Settlement with the Defendant provide? .....                                                           | 5  |
| DETERMINING IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS.....                                                            | 6  |
| 6. I am a Settlement Class Member who has purchased a qualifying PlayStation digital game during the Class Period. .... | 6  |
| YOUR OPTIONS AS A MEMBER OF THE SETTLEMENT CLASS.....                                                                   | 6  |
| 7. What are my options as a member of the Settlement Class? .....                                                       | 6  |
| 8. How do I exclude myself from the Settlement Class? .....                                                             | 6  |
| 9. What is the legal significance of excluding myself?.....                                                             | 7  |
| 10. If I don't exclude myself, can I sue later? .....                                                                   | 7  |
| 11. Can I object to the Settlement? .....                                                                               | 7  |
| IF YOU DO NOTHING .....                                                                                                 | 8  |
| 12. What happens if I do nothing at all? .....                                                                          | 8  |
| THE LAWYERS REPRESENTING YOU .....                                                                                      | 8  |
| 13. As a member of the Settlement Class, do I have a lawyer representing my interests in this Class Action? .....       | 8  |
| 14. How will the lawyers be compensated? Will the Class Representatives receive a service award? .....                  | 8  |
| 15. Should I get my own lawyer? .....                                                                                   | 9  |
| THE FAIRNESS HEARING .....                                                                                              | 9  |
| 16. When and where will the Court decide whether to approve the Settlement? .....                                       | 9  |
| 17. Must I attend the Fairness Hearing?.....                                                                            | 9  |
| 18. Can I attend the Fairness Hearing? .....                                                                            | 9  |
| GETTING MORE INFORMATION .....                                                                                          | 10 |
| 19. Where do I get more information regarding the Settlement Agreement? .....                                           | 10 |

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| <b>INFORMATION ABOUT THE LAWSUIT AND THE CERTIFIED CLASSES</b> |
|----------------------------------------------------------------|

**1. Why did I get this Notice?**

This Notice is given pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Northern District of California. It is not junk mail, an advertisement, or a solicitation from a lawyer. You have not been sued. The purpose of the Notice is to inform you of the proposed Settlement in this Action.

You are receiving this Notice because you may be a member of the Settlement Class. You may have purchased through the PlayStation Store one or more digital video games for which a 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 PSN.

**2. What is the lawsuit about?**

Plaintiff alleges that Defendant violated federal antitrust law and certain state laws. Plaintiff alleges that Defendant engaged in anticompetitive conduct designed to monopolize the PlayStation digital game market, thereby causing consumers to pay more than they otherwise would have paid for certain digital games on the PlayStation Store.

A copy of the Plaintiff's Second Consolidated Amended Class Action Complaint is available at [www.PSNDigitalGamesSettlement.com](http://www.PSNDigitalGamesSettlement.com).

Defendant denies that its alleged conduct violated any applicable laws or regulations and that Settlement Class Members are entitled to any relief. Defendant's answer to the Consolidated Amended Class Action Complaint is available at [www.PSNDigitalGamesSettlement.com](http://www.PSNDigitalGamesSettlement.com).

THE COURT HAS NOT DECIDED WHETHER DEFENDANT VIOLATED ANY LAWS. THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF PLAINTIFF'S CLAIMS AGAINST DEFENDANT OR THE DEFENSES ASSERTED BY DEFENDANT.

The class action is known as *Caccuri, et al. v. Sony Interactive Entertainment LLC*, Civil Action No. 21-cv-03361-AMO (N.D. Cal.). Judge Araceli Martínez-Olguín of the United States District Court for the Northern District of California is overseeing this class action.

### **3. Why is this lawsuit a class action?**

In a class action, one or more individuals called "Class Representatives" sue on behalf of others with similar claims. In this case, the Proposed Class Representative is Adrian Cendejas. The Class Representative and the persons on whose behalf he has sued together constitute the "Class."

The company that has been sued is called the "Defendant." In this case, the Defendant is Sony Interactive Entertainment LLC or "SIE." In a class action lawsuit, one court resolves the issues for everyone in the class, except for those class members who exclude themselves (*i.e.*, "opt out") from the class.

The case *does not* claim that PlayStation digital games are defective.

### **4. Why is there a Settlement with Defendant?**

The proposed Settlement occurred after lengthy, hard-fought litigation. At the time of the Settlement, the Defendant's motion to dismiss had been denied, and extensive document discovery was predominately complete, including third-party data from U.S. digital game retailers. The Settlement, if approved by the Court, ensures that Settlement Class Members will receive compensation for Defendant's alleged conduct. Interim Lead Counsel and the Class Representative believe that the terms of the Settlement, including the payment by Defendant of \$7,850,000 in exchange for a release of Plaintiff's and the Settlement Class Members' claims against Defendant are fair, reasonable, and adequate, and in the best interest of the Settlement Class.

### **5. What does the Settlement with the Defendant provide?**

Defendant SIE will pay \$7,850,000 after April 1, 2025, to settle the claims in the Action.

If the Settlement is approved by the Court and becomes final, Interim Lead Counsel will seek approval from the Court to obtain: (i) reasonable attorneys' fees for all class counsel of up to twenty-five percent of the Settlement Amount; (ii) reimbursement of reasonable costs and expenses incurred by class counsel in connection with the Action; and (iii) payment from the settlement fund or attorneys' fees in the aggregate of \$30,000 for service awards to Agustin Caccuri, Adrian Cendejas, and Allen Neumark in recognition of their efforts to date on behalf of the Settlement Class. The remainder of the Settlement Amount, after payment of the above expenses and payment of any administration expenses, will be divided among and distributed by SIE to Settlement Class Members' PSN account wallets, pursuant to the Plan of Allocation. Eligible Settlement Class Members with deactivated PSN accounts will be able to contact the case (877) 777-9145, email [info@PSNDigitalGamesSettlement.com](mailto:info@PSNDigitalGamesSettlement.com), and/or mail to PSN Digital Game Settlement, P.O. Box 173046, Milwaukee, WI 53217 and provide qualifying purchase information as well as a current address in order to receive monies they may be entitled to under the Settlement. The deadline to submit a request for a check is **August 27, 2026**.

Upon SIE's payment of the Settlement Amount, Plaintiff's and the Settlement Class Members' claims against Defendant will be dismissed with prejudice, and Defendant will be released by Plaintiff and Settlement Class Members from all claims based upon the factual allegations that were included in the Second Consolidated Amended Class Action Complaint or could have been raised in this Action. The full text of the release is included in the Settlement Agreement available at [www.PSNDigitalGamesSettlement.com](http://www.PSNDigitalGamesSettlement.com).

#### DETERMINING IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS

**6. I am a Settlement Class Member who has purchased a qualifying PlayStation digital game during the Class Period.**

You are a Settlement Class Member if between April 1, 2019, and December 31, 2023, you purchased through the PlayStation Store one or more video games for which a 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 list of the eligible games can be found at [www.PSNDigitalGamesSettlement.com](http://www.PSNDigitalGamesSettlement.com).

#### YOUR OPTIONS AS A MEMBER OF THE SETTLEMENT CLASS

**7. What are my options as a member of the Settlement Class?**

If you are a member of the Settlement Class, you can choose to do nothing, exclude yourself from the Settlement Class, or object to the Settlement.

**8. How do I exclude myself from the Settlement Class?**

If you wish to be excluded from the Settlement Class, you must file a written request for exclusion with the Court and submit to Plaintiff's Counsel by **July 2, 2026**. Your request for exclusion must include: (1) that you seek to exclude yourself from the Settlement Class; (2) your name, address, PSN account name, and the email address associated with your PSN account; (3) the name of this case (*Cendejas v. Sony Interactive Entertainment LLC*, Civil Action No. 21-cv-03361-AMO (N.D. Cal.)); (4) a statement, signed by you or an authorized representative, that you are a member of the Settlement Class and wish to be excluded from the Settlement Class; and (5) documentation sufficient to establish your purchase of a qualifying digital game from the PlayStation Store during the Class Period.

Exclusion requests must be filed with the Court and mailed to Plaintiff's Counsel as reflected below:

|                              |                                                                                                                                                  |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>THE COURT</b>             | Office of the Clerk of Court<br>U.S. District Court for the Northern District of California<br>450 Golden Gate Avenue<br>San Francisco, CA 94012 |
| <b>COUNSEL FOR THE CLASS</b> | Michael M. Buchman<br>Joseph Saveri Law Firm LLP<br>780 Third Avenue, Suite 1200<br>New York, NY 10017                                           |

A separate exclusion request must be submitted by each Settlement Class Member who wishes to be excluded from the Settlement Class. Any person included in the Settlement Class who does not timely submit a valid request for exclusion with all necessary information or documentation will be bound by the releases, decisions, judgments, and orders of the Court as well as the outcome of the case for the Settlement Class.

**9. What is the legal significance of excluding myself?**

If you exclude yourself from the Settlement Class, you will not be legally bound by the Settlement or the related releases, decisions, judgments, and orders of the Court. You may be able to sue the Defendant for the claims and factual allegations that were or could have been raised in this Action in the future within the relevant statute of limitations period(s).

**10. If I don't exclude myself, can I sue later?**

No. Unless you timely exclude yourself from the Settlement Class, you give up the right to separately sue the Defendant for the conduct alleged in this Action. You must timely exclude yourself from the Settlement to be able to bring your own, separate lawsuit(s) against the Defendant concerning or related to the conduct alleged in the Second Consolidated Amended Class Action Complaint, available at [www.PSNDigitalGamesSettlement.com](http://www.PSNDigitalGamesSettlement.com).

Remember, the exclusion deadline is **July 2, 2026**.

**11. Can I object to the Settlement?**

To object to the Settlement, you (or your lawyer if you have one) must timely file a written objection with the Court and timely postmark and send the objection to Counsel for the Class by U.S. Mail by **July 2, 2026**. Your written objection can include any supporting materials, papers, or briefs that you want the Court to consider. Your written objection must include:

- Your name, address, telephone number, PSN account name, and email address associated with your PSN account name;
- An explanation of your objection to the Settlement, including whether it applies only to you, to a subset of the Settlement Class, or to the entire Settlement Class;
- The case name and number: *Caccuri, et al. v. Sony Interactive Entertainment LLC*, Civil Action No. 21-cv-03361-AMO (N.D. Cal.);
- Documentation sufficient to establish your purchase of a digital qualifying game from the PlayStation Store during the Class Period;
- An identification of any other class action settlements in which you or your attorney has objected; and;
- Your signature.

You must timely file your objection with the Court and postmark and mail to your objection to Counsel for the Class no later than **July 2, 2026** (mailing addresses immediately below).

|                              |                                                                                                                                                  |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>THE COURT</b>             | Office of the Clerk of Court<br>U.S. District Court for the Northern District of California<br>450 Golden Gate Avenue<br>San Francisco, CA 94012 |
| <b>COUNSEL FOR THE CLASS</b> | Michael M. Buchman<br>Joseph Saveri Law Firm LLP<br>780 Third Avenue, Suite 1200<br>New York, NY 10017                                           |

### IF YOU DO NOTHING

#### 12. What happens if I do nothing at all?

If you do nothing, and you are a member of the Settlement Class, you will receive the benefits of any future determinations in the case against the Defendant and you will be bound by all respective releases and decisions, judgments, and orders of the Court in this Action concerning the Defendant on the issues.

This is your only opportunity to exclude yourself from the Settlement.

### THE LAWYERS REPRESENTING YOU

#### 13. As a member of the Settlement Class, do I have a lawyer representing my interests in this Class Action?

Yes. The Court has appointed lawyers to represent you and other members of the Settlement Class. The lawyer is called Interim Lead Counsel.

| <b>COUNSEL FOR THE SETTLEMENT CLASS</b>                                                                |
|--------------------------------------------------------------------------------------------------------|
| Michael M. Buchman<br>Joseph Saveri Law Firm LLP<br>780 Third Avenue, Suite 1200<br>New York, NY 10017 |

#### 14. How will the lawyers be compensated? Will the Class Representatives receive a service award?

If the Court approves the Settlement, Interim Lead Counsel may ask the Court for an award of attorneys' fees of up to twenty-five percent of the Settlement Amount, and reimbursement of costs and expenses incurred prior to final approval of the Settlement Agreement. Interim Lead Counsel may also ask for service awards for Agustin Caccuri, Adrian Cendejas, and Allen Neumark in the aggregate sum of \$30,000 to be paid from the Settlement Amount or the Attorneys' Fees for their efforts to date on behalf of the Settlement Class. If the Court grants Interim Lead Counsel's requests, the attorneys' fees, costs, and expense amounts would be deducted from the Settlement Amount while the service awards may be deducted from either the Settlement Amount or the Attorneys' Fee award. You will not have to pay these fees, costs, or expenses out of your own pocket. Any administrative expenses for the Settlement will also be paid out of the monies from the Settlement Amount.

**15. Should I get my own lawyer?**

You do not need to hire your own lawyer, but if you hire a lawyer to speak for you or appear in Court, your lawyer must file a Notice of Appearance in this Action. If you hire your own lawyer, it will be your sole responsibility to pay for that lawyer.

**THE FAIRNESS HEARING**
**16. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Fairness Hearing on **October 15, 2026**. Information concerning the Fairness Hearing will be posted at [www.PSNDigitalGamesSettlement.com](http://www.PSNDigitalGamesSettlement.com) when it becomes available. The Court may reschedule the Fairness Hearing without further written notice, so you should check [www.PSNDigitalGamesSettlement.com](http://www.PSNDigitalGamesSettlement.com), call (877) 777-9145, or write to PSN Digital Game Settlement, P.O. Box 173046, Milwaukee, WI 53217 if you want to find out if the Fairness Hearing has been rescheduled.

The purpose of the Fairness Hearing is to:

- Decide if the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class, and whether it should be approved, and if a final judgment should be entered;
- Consider any request by Interim Lead Counsel for an award of attorneys' fees, reimbursement of costs, expenses, and/or service awards;
- Consider all comments and objections; and
- Consider any other issues that the Court thinks are necessary.

**17. Must I attend the Fairness Hearing?**

No. Attendance is not required. Interim Lead Counsel is prepared to answer questions on your behalf. Settlement Class Members who filed and served written objections may (but do not have to) attend the Fairness Hearing themselves or through an attorney hired at their own expense.

**18. Can I attend the Fairness Hearing?**

Yes, anyone can attend the Fairness Hearing and observe. If you want to attend the Fairness Hearing and object to the Settlement, either by yourself or through an attorney hired at your own expense, you need to timely file an objection no later than **July 2, 2026**, and timely file a Notice of Intent to Appear with the Court no later than **July 2, 2026**, as well as timely mail the Notice of Intent to Appear to the mailing addresses of the Plaintiff's Counsel listed in Question 11 no later than **July 2, 2026**. The Notice of Intent to Appear must contain the following information:

- The name, address, and telephone number of the Settlement Class Member and, if applicable, the name, address, and telephone number of the Settlement Class Member's attorney (who must file a Notice of Appearance);
- The objection, consistent with the requirements identified in Question 11 above, including any supporting papers; and
- The name and address of any witnesses to be presented at the Fairness Hearing, together with a statement as to the matters on which they wish to testify and a summary of the proposed testimony.

**GETTING MORE INFORMATION**

**19. Where do I get more information regarding the Settlement Agreement?**

This Notice contains a brief summary of the relevant court papers. Complete copies of public pleadings, the Court's rulings, and other filings are available for review and copying at the Clerk's office. The address is U.S. District Court, Northern District of California, United States Courthouse, 450 Golden Gate Avenue, San Francisco, California 94102. Judge Araceli Martínez-Olguín of the United States District Court for the Northern District of California is overseeing the Action.

Information about the Action is also available on the case website at [www.PSNDigitalGamesSettlement.com](http://www.PSNDigitalGamesSettlement.com) or you can call the Notice and Settlement Administrator toll-free at (877) 777-9145.

***Do not contact the Court, Judge Martínez-Olguín, or Defendant regarding the Settlement.***

**For more information, call the Notice and Settlement Administrator at (877) 777-9145 or go to [www.PSNDigitalGamesSettlement.com](http://www.PSNDigitalGamesSettlement.com).**