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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

WESTERN DIVISION

JANE DOE on behalf of herself and all others similarly situated,

Plaintiff,

v.

MINDGEEK USA INCORPORATED, MINDGEEK S.A.R.L., MG FREESITES, LTD (D/B/A PORNHUB), MG FREESITES II, LTD, MG CONTENT RT LIMITED, AND 9219-1568 QUEBEC, INC. (D/B/A MINDGEEK),

Defendants.

Case No. 8:21-cv-00338-WLH-ADS

Hon. Wesley L. Hsu

CLASS ACTION

PLAINTIFFS' NOTICE OF MOTION AND UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Date: November 4, 2026
Time: 1:30pm
Courtroom: 9B

NOTICE OF MOTION

TO THE COURT, ALL PARTIES, AND ALL COUNSEL OF RECORD:

PLEASE TAKE NOTICE THAT on November 4, 2026 at 1:30 p.m., or as soon as this matter may be heard, in Courtroom 9B of the United States District Court for the Central District of California, located at 350 West 1st Street, Los Angeles, California, Plaintiff Jane Doe, on behalf of herself and all others similarly situated, and plaintiff Jane Doe #1 from *Jane Doe #1 v. MG Freesites, Ltd, D/B/A "Pornhub", et al.*, Case No. 7:21-cv-00220-RDP (N.D. Ala.) (collectively, "Plaintiffs") will respectfully move this Court to: (i) grant preliminary approval of the proposed Settlement Agreement ("Settlement Agreement," "Stipulation of Settlement," "Settlement," or "Agreement"); (ii) appoint Gentle Turner & Benson, LLC as Settlement Administrator; (iii) establish procedures for giving notice to Class Members; (iv) approve forms of notice to Class Members; (v) mandate procedures and deadlines for objections; and (vi) set a date, time and place for a final approval hearing and a schedule leading up to the final approval hearing.

This Motion is based on the Notice of Motion, the accompanying Memorandum of Points and Authorities, the Declaration of Krysta Kauble Pachman and accompanying exhibits, the Declaration of Gregory Zarzaur and accompanying exhibits, the Declaration of Lauren Coffren, the Declaration of Randi Ellis and accompanying exhibits, the Declaration of Edgar C. Gentle, III, as Settlement Administrator, and accompanying exhibits, the pleadings, records, and other filings in the case, and other such matters and argument as the Court may consider at the hearing of this Motion.

TABLE OF DEFINED TERMS

Term	Definition
Actions	The Alabama Action and the California Action
Alabama Action	*Jane Doe #1 v. MG Freesites, Ltd, D/B/A "Pornhub", et al.*, Case No. 7:21-cv-00220-RDP (N.D. Ala.)
Alabama Class Counsel	Zarzaur Law Firm, Levin Papantonio, Clark Hill PLC, Prince Glover Hayes, National Center on Sexual Exploitation Law Center, and Laffey Bucci D'Andrea Reich & Ryan
Alabama Plaintiff	Plaintiff Jane Doe in the Alabama Action
California Action	*Jane Doe, et al. v. Mindgeek USA Inc., et al.*, Case No. 8:21-cv-00338-WLH-ADS (C.D. Cal.)
California Class Counsel	Susman Godfrey L.L.P.
California Plaintiff	Plaintiff Jane Doe in the California Action
C3P	Canadian Centre for Child Protection
Class Counsel	Alabama Class Counsel and California Class Counsel
Content	Any depiction of Sexually Explicit Conduct, including but not limited to a photograph, film, video, picture, audio recording, or computer-generated image, including all metadata, but does not include advertising materials or platforms. With respect to live stream and webcam functionality, this definition applies only to the extent such functionality is made available on a Website and compliance is technically feasible using then-available systems and tools.

CSAM or Child Sexual Abuse Material	Content that depicts anyone under 18 years of age engaging in Sexually Explicit Conduct
Defendants	MindGeek[1] USA Incorporated, MindGeek S.à.r.l., MG Freesites Ltd, MG Freesites II Ltd, 9219-1568 Quebec Inc., MG Content RT Ltd, MG CY Holdings LTD, and MG Billing LTD[2] individually, collectively, or in any combination, and their successors and assigns
Eligible Class Member	Class Members who the Settlement Administrator determines (1) were under 18 years old when they were depicted in Content; and (2) that the Content was viewable on any website owned or operated by Defendants at any time from February 12, 2011 through December 6, 2024
NCMEC	National Center for Missing & Exploited Children
Qualified Claimant	An Eligible Class Member who timely submits a claim form and is deemed eligible to receive an equal *per capita* settlement distribution amount from the Settlement Fund
Section 230	Section 230 of the Communications Decency Act of 1996
Sexually Explicit Conduct	Any actual or simulated sexual act, including but not limited to: sexual intercourse, including genital-genital, oral-genital, anal-genital, or oral-anal contact; bestiality; masturbation or any other stimulation of genitals or anus;

[1] Subsequent to the filing of the California Action and the Alabama Action, the various MindGeek entities were renamed "Aylo." For ease of reference all Defendants will be referred to using the names in effect when those actions were filed.

[2] Defendants in the Alabama Action and in the Settlement include all Defendants listed herein. When describing the California Action, Defendants means "MindGeek USA Incorporated, MindGeek S.à.r.l., MG Freesites Ltd, MG Freesites II Ltd, 9219-1568 Quebec Inc., and MG Content RT Ltd," individually, collectively, or in any combination, and their successors and assigns.

	sadistic or masochistic abuse; or lascivious exhibition of the breast(s), anus, genitals, or pubic area of any person

TABLE OF KEY DOCUMENTS

Document	Source
Settlement Agreement	Pachman Decl. Ex. B
Long-Form Notice	Gentle Decl. Ex. C
Plan of Allocation	Gentle Decl. Ex. D
Claim Forms & Settlement Overview	Gentle Decl. Ex. E

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION[3]

Behind the legal standards and docket entries in this motion are thousands of children whose sexual exploitation was recorded and uploaded to Defendants' pornography websites by third parties and distributed by Defendants across the world. Their videos and images were viewed over 684 million times on Pornhub.com and Defendants' other websites, some of the most visited websites on Earth. When Plaintiffs came forward, Defendants invoked Section 230—the shield that has shielded countless internet platforms for liability for user-generated content. Both courts rejected Defendants' Section 230 arguments at the summary judgment stage in the Alabama Action and at the pleading stage in the California Action.

Through more than five years of hard-fought litigation in two courts, Plaintiffs sought to hold Defendants accountable for the CSAM on their websites. With this Settlement, Plaintiffs have succeeded. The Settlement's $120 million non-reversionary fund and sweeping injunctive relief reflect the gravity of what Defendants are alleged to have done and the strength of the cases Plaintiffs built against them.

Plaintiffs now seek preliminary approval under Rule 23(b)(3) of an extraordinary Settlement that delivers:

- ***$120,000,000*** in a non-reversionary Settlement Fund, plus interest;
- ***Extensive injunctive relief*** to permanently improve Defendants' policies and practices to deter and reduce the uploading of CSAM to their websites, including mandatory government-ID verification for all persons depicted in content—to ensure that what happened to Plaintiffs and Class Members never happens to another child; and

[3] Unless otherwise noted, the capitalized terms used herein have the meanings set forth in the Settlement Agreement. *See* Declaration of Krysta Kauble Pachman ("Pachman Decl.") Ex. B.

- ***Closure*** for survivors by providing compensation for their public victimization on Defendants' websites.

This Settlement promises concrete, significant financial and injunctive relief without the delay, uncertainty, and risk of continued litigation, and ends these Actions without forcing Plaintiffs to relive their trauma in a public trial.

The results of this Settlement are the product of an unprecedented litigation effort fought on two fronts: Plaintiffs defeated two motions to dismiss across both Actions and a motion for reconsideration in the California Action; won class certification in two circuits; defeated two Rule 23(f) petitions; defeated a summary judgment motion in the Alabama Action; defeated a motion to decertify the class in the Alabama Action; negotiated a discovery protocol in the Alabama Action facilitating Defendants' transfer of CSAM or suspected CSAM to the Attorney General of Alabama; prosecuted an action in Ireland on behalf of the Alabama Plaintiff to identify and trace Defendants' and their affiliates' assets in the European Union; engaged in discovery including production and review of over half a million pages of documents and at least 47 fact and expert depositions; fully briefed the case through summary judgment in the California Action (which remained pending when the parties reached settlement); prepared and presented at least nine expert witnesses through pre-certification and expert disclosures; prepared pre-trial materials including exhibit lists, deposition designations, jury instructions, and witness lists; and engaged in nine in-person mediation sessions and eight rounds of mediation since 2022.

In short, this Settlement was hard-fought and delivers meaningful monetary relief and significantly enhances how Defendants do business to help prevent future harms to survivors. It should be preliminarily approved.[4]

[4] Defendants, which deny all allegations against them in both Actions, have agreed to the relief provided by the Settlement and assent to this Motion.

II. BACKGROUND

A. Factual Background

The two Actions arose out of Plaintiffs' allegations that Defendants knowingly received, distributed, contributed to, and financially benefitted from tens of thousands of pieces of CSAM on their network of the world's most popular pornography websites, including Pornhub.com, Youporn.com, and Redtube.com.

When the California Plaintiff was a minor, she had sex with her physically and psychologically abusive boyfriend, which she alleges he recorded without her consent. Dkt. 320 at 6.[5] Their relationship ended when he pushed her out of a moving car. *Id.* Years later, the California Plaintiff learned that he had uploaded sexually explicit videos of her as a minor as revenge porn to Defendants' websites, which users could freely view, download, and reupload. *Id.* at 6-7. Plaintiff alleges that Defendants reviewed her CSAM videos before distributing them to the public. *Id.* at 6.

The Alabama Plaintiff was a minor when she alleges she was drugged and raped by her abuser, who uploaded videos of her assaults to Pornhub along with other CSAM videos. 7:21-cv-00220, Dkt. 261 at 13-17. The Alabama Plaintiff alleges Defendants reviewed her CSAM before distributing and making it available for download after it was viewed thousands of times. *Id.*

The California and Alabama Plaintiffs each brought class-wide claims against Defendants for receipt and distribution of child pornography under 18 U.S.C. §§ 2252 and 2252A and knowingly benefiting from participation in a sex trafficking venture under the federal Trafficking Protection Reauthorization Act ("TVPRA") (18 U.S.C. § 1595(a)). Dkt. 107; 7:21-cv-00220, Dkt. 22. The California Plaintiff also brought class-wide claims under the California Trafficking Victims Protection Act

[5] Citations to docket entries in the California Action are identified as "Dkt. X." Citations to docket entries from the Alabama Action are identified as "7:21-cv-00220, Dkt. X."

(Cal. Civ. Code § 52.5) and the California Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 et seq.), as well as individual claims for distribution of private sexually explicit materials under California Civil Code § 1708.85 and intentional infliction of emotional distress. Dkt. 107.

B. Procedural History

For nearly five and a half years, Plaintiffs and Class Counsel zealously litigated on behalf of the Class in two separate Actions. Defendants vigorously defended in both forums and denied liability for all claims.

The Parties were preparing for trial before this Settlement was reached. Declaration of Gregory Zarzaur ("Zarzaur Decl.") ¶¶ 54-58; Pachman Decl. ¶¶ 25-26.

i. The California Action

The California Plaintiff filed her complaint on February 19, 2021. Dkt. 1. Defendants moved to dismiss and the Court denied in substantial part, including by rejecting Defendants' Section 230 arguments. Dkt. 66. Defendants then filed and lost a motion for reconsideration. Dkt. 88.

After discovery began, the California Action was stayed pending the California Plaintiff's trafficker's criminal prosecution. Dkt. 97. Following his conviction, and pursuant to the parties' joint motion, the stay was lifted on March 6, 2023. Dkt. 99. California Class Counsel immediately renewed discovery efforts and, in the middle of discovery, the California Plaintiff secured class certification on November 17, 2023. Dkt. 209. Following the class certification hearing, this Court certified the following classes:

- Class: All persons who were under the age of 18 when they appeared in a video or image that has been uploaded or otherwise made available for viewing on any website owned or operated by MindGeek from February 19, 2011, through the present.
- California Subclass: Members of the Class residing in California who

> were under the age of 18 when they appeared in a video or image that has been uploaded or otherwise made available for viewing on any website owned or operated by MindGeek from February 19, 2011, through the present.

Following class certification, Defendants filed a Rule 23(f) petition in the Ninth Circuit, which was denied. Order Denying MindGeek's Rule 23(f) Petition, *Doe v. MindGeek USA Incorporated*, No. 23-3909 (9th Cir. Jan. 18, 2024). This Court then approved the parties' stipulated notice plan and, in February 2024, the notice administrator disseminated Class notice via email, media outreach, press releases, a case-specific notice website, and NCMEC's network. Dkts. 225, 228, 259. The opt-out deadline was April 22, 2024. Pachman Decl. ¶ 16.

Fact discovery continued following class certification and ended on March 1, 2024, with several depositions occurring with the Court's permission through April 17, 2024. *Id.* ¶ 18. The California Plaintiff propounded over a hundred discovery requests and reviewed nearly a hundred thousand of Defendants' documents. *Id*. As a result, the California Plaintiff uncovered key documents on liability issues, including internal employee emails and messages, spreadsheets detailing tens of thousands of videos and photos that Defendants reported as apparent CSAM or suspected CSAM to NCMEC, and records of every content removal request or other report of potential CSAM Defendants received. *Id.*

The California parties took and defended 26 fact witness depositions, some of which extended over multiple days. *Id.* ¶ 19. The California Plaintiff won, in part, a motion to compel key discovery, including: (i) documents pertaining to private equity firm Ethical Capital Partners' ("ECP") acquisition of Defendants; (ii) the documents and deposition of Defendants' Chief Product Officer; (iii) the deposition of Defendants' Vice President of Trust and Safety; and (iv) depositions on thirteen additional Rule 30(b)(6) deposition topics. Dkt. 264.

The California Plaintiff also obtained valuable discovery through third-party

subpoenas, including to Defendants' payment processors, Defendants' public relations firm, and ECP. Pachman Decl. ¶ 21.

For her part, the California Plaintiff had to undergo invasive and extensive discovery, including by responding to nearly 100 discovery requests, authorizing the release to Defendants of hundreds of pages of her medical records directly from her medical providers, and producing nearly 2,000 pages of documents, including personal medical records, email, text, and social media messages, and police files about her abuser. *Id.* ¶ 22. She also sat for a full-day deposition covering the facts underlying her claims and the harm she suffered, and the considerable trauma and emotional distress she suffered and continues to suffer as a result. *Id.*

The California Plaintiff also invested significant resources into the expert discovery necessary to support the Class's claims. The California Plaintiff's experts prepared detailed reports for class certification and during merits expert discovery and sat for depositions during both phases. Pachman Decl. ¶¶ 23-24.

On April 19, 2024, Defendants filed two motions for summary judgment and the California Plaintiff filed a motion for partial summary judgment. Dkts. 282, 283, 293. The Court heard argument on July 19, 2024, and the motions remained pending when this Settlement was reached.

ii. The Alabama Action

The Alabama Plaintiff filed her complaint on February 11, 2021. 7:21-cv-00220, Dkt. 1. Defendants moved to dismiss and the Alabama Court denied Defendants' motion in substantial part, including by rejecting Defendants' Section 230 arguments. *Id.* Dkt. 42.

The Alabama Court granted the Alabama Plaintiff's motion for class certification on December 19, 2023. *Id.* Dkt. 147. The class certified by the Alabama Court includes: "All persons who were under the age of 18 when they appeared in a video or image that has been made available for viewing on any website owned or operated by Defendants anytime from February 12, 2011, through the present." *Id.*

Defendants' Rule 23(f) petition was denied in the Eleventh Circuit in February 2024. Order Denying MindGeek's Rule 23(f) Petition, *MG Freesites Ltd, et al. v. Jane Doe*, No. 24-90001 (11th Cir. Feb. 12, 2024). The Alabama Court then approved a notice plan that included banner notice on Defendants' websites. 7:21-cv-00220, Dkt. 199. Following implementation of notice, the Alabama opt-out period closed on December 6, 2024. Zarzaur Decl. ¶ 42. Meanwhile, the Alabama Plaintiff engaged in extensive discovery, obtained an order facilitating the transfer of apparent or suspected CSAM to the Attorney General of Alabama, prosecuted an action in Ireland on behalf of the Alabama Plaintiff to identify and trace the assets of Defendants and their affiliates in the European Union, and prosecuted a Letters Rogatory action in Canada. *Id.* ¶¶ 21-29, 38-39. Defendants filed a motion for summary judgment and the Alabama Plaintiff filed a motion for partial summary judgment. 7:21-cv-00220, Dkts. 221, 223. The Alabama Court denied the cross-motions on December 19, 2024, preserving all the Alabama Plaintiff's claims for trial. *Id.* Dkt. 261.

Defendants continued to challenge the Alabama case. In early January 2025, they filed a motion to decertify the class and a motion to certify for interlocutory appeal two questions regarding Section 230 immunity. *Id.* Dkts. 264, 266. Both motions were denied in May 2025. *Id.* Dkts. 285, 286. The Alabama Court then set a pretrial conference for July 1, 2025, *id.* Dkt. 294, and trial was anticipated to begin on September 2, 2025, *id.* Dkt. 300.

After the Alabama parties filed a joint pretrial memorandum, *id.* Dkt. 303, all Parties renewed settlement efforts across both Actions, *see* 7/15/2025 Minute Entry & Dkts. 307, 311, which culminated in this Settlement, *id.* Dkt. 312.

C. Settlement Negotiations

In total, the Parties participated in nine in-person mediation sessions and eight rounds of mediation since 2022.

The last rounds of mediation began on the eve of trial in the Alabama Action

and were overseen by The Honorable R. David Proctor of the United States District Court for the Northern District of Alabama and Randi Ellis, a private mediator. *See* Ellis Decl. ¶¶ 11-13. Following in-person mediation sessions on July 8–9, 2025, August 27, 2025, April 20–21, 2026, and May 11, 2026, as well as several virtual sessions, the Parties successfully negotiated the terms of a global settlement of both Actions. The Term Sheet was signed by all Parties on June 17, 2026, and the long-form Settlement Agreement was executed on July 17, 2026. *See* Pachman Decl. ¶ 6; *id.* Ex. B (the Settlement Agreement).[6]

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Class

The Settlement Agreement defines the "Class" as: (i) the class certified by the Order Granting Plaintiff's Motion for Class Certification at Dkt. 209 in the California Action,[7] and (ii) the class certified by the Memorandum of Opinion and Order Granting Plaintiff's Motion for Class Certification at Dkt. 148 in the Alabama Action, which collectively includes all persons who were under the age of eighteen when they appeared in a video or image that has been made available for viewing on any website owned or operated by the Defendants anytime from February 12, 2011 through December 6, 2024. SA § 1.11. The Class does not include individuals who timely exercised their right to be excluded from the class(es) as certified in the Alabama Action or California Action, other than the Plaintiffs in the two Actions. *Id.*[8]

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[6] Citations to sections in the Settlement Agreement are identified as "SA § X."

[7] Because all members of the California Subclass are coextensive with the Class, the Settlement Agreement does not define a separate California subclass.

[8] The Settlement Agreement does not allow another opt-out opportunity because there were already two separate opt-out periods after class certification in both the Alabama and California Actions. Additional opt-out opportunities at settlement are not required under Rule 23(e)(4), *see, e.g., Low v. Trump University, LLC*, 881 F.3d 1111, 1122 n. 6 (9th Cir. 2018) ("the Rule [23(e)(4)]'s language anticipates that parties can reach a settlement agreement that does not permit an additional opt-out opportunity"), especially where class members had proper notice of prior opportunities to opt out, *see Klein v. O'Neal, Inc.*, 705 F. Supp. 2d 632, 662-65 (N.D. Tex. Apr. 9, 2010); Fed. R. Civ. P. 23 advisory committee's note to 2003 amendment.

B. Monetary Relief

Under the Agreement, Defendants will pay $120,000,000 into a non-reversionary Settlement Fund in seven installments starting with (1) $25,000,000 paid on July 31, 2026, then (2) six annual installment payments of $15,833,333.33 on the first six anniversaries of June 17, 2026. *Id.* §§ 2.1-2.2.[9] All payments will be deposited into an interest-bearing escrow account administered by the Settlement Administrator. *Id.* § 2.4.

C. Injunctive Relief

The Agreement also provides for extensive injunctive relief set forth in Appendix A directed at deterring and reducing the uploading of CSAM on Defendants' websites. *See id.* Apx. A. Key provisions of Appendix A require Defendants to:

- Verify and Validate using government-issued identification that every person who uploads and/or is depicted in Content on Defendants' websites was 18 or older when the Content was created;
- Use extensive content moderation using technological tools and human moderation to review, detect, and remove suspected or actual CSAM from Defendants' websites;
- Conduct mandatory CSAM prevention training for all trust and safety employees;
- Expand procedures regarding content removal requests, withdrawal of consent requests, and content flagging;
- Implement enhanced mandatory policies and procedures addressing suspected or actual CSAM, including fingerprinting and reporting, deleting Content, and banning users who upload suspected or actual CSAM or Content that cannot be Verified;

[9] The last installment will be adjusted as necessary so the installments equal $120,000,000.

- Annually assess and monitor Defendants' CSAM safeguards and content moderation;
- Report on Defendants' websites semi-annually regarding policies, procedures, and actions taken by Defendants relating to suspected or actual CSAM; and
- Expand procedures directed at preventing non-consensual material from being available on Defendants' websites.

The Agreement also establishes a Monitoring Committee to meet at least annually for five years to assist in the enforcement and monitoring of Defendants' compliance with Appendix A. *Id.* § 3.3. Defendants also agreed to undergo external audits for five years. *Id.* § 3.2.

D. The Release

The Agreement provides that Plaintiffs and Class Members will release all Released Claims, as defined in the Agreement, against Defendants that were asserted in the Actions or arise out of the acts, facts, or omissions involved in the Actions. *Id.* § 4.1. The release does not cover claims arising from acts or conduct occurring after December 6, 2024, the last opt out deadline in the two Actions. *Id.* Claims against third-party platforms, Models, Content Partners, advertisers, sponsors, advertising networks, and non-fully Defendant entities are preserved. *Id.*

E. Notice and Administration

The Parties propose that Gentle Turner & Benson, LLC ("Gentle")—an experienced and reputable national class action administrator with experience handling sex abuse settlements and settlements involving sensitive claimant data—serve as Settlement Administrator to provide Class settlement notice,[10] process claims, manage the escrow account where Settlement Fund payments will be deposited, and handle all other services necessary to implement the Settlement. *Id.* §

[10] Gentle anticipates using Epiq Global to disseminate settlement notice to the class. Gentle Decl. ¶ 7.

1.56.

Settlement administration cost estimates are approximately 4–5% of the Settlement Fund, depending on the number of Qualified Claimants, paid from the Settlement Fund.[11] Declaration of Edgar C. Gentle, III ("Gentle Decl.") ¶ 5; *id.* Ex. B (budget); SA § 2.2(d), (e).[12] Gentle accepts responsibility and maintains insurance, Gentle Decl. ¶ 6, and uses multiple layers of protection for safely handling sensitive claimant information, *id.* ¶ 13 (providing further detail); Appendix 1 §§ A, C (same). Gentle also uses multiple fraud prevention practices, including contacting claimants for further documentation where appropriate. Gentle Decl. ¶ 14 (providing further detail about Gentle's fraud prevention measures); Appendix 1 § B (same).

The proposed notice plan includes: (1) email and/or mail notice to all mailing and email addresses on the Notice List, described below; (2) media outreach, press releases, and digital notice to selected newswires; (3) banner notice on Defendants' websites; (4) notice disseminated by NCMEC to its direct service providers, survivors, and law enforcement victim advocates network; (5) notice via a Settlement website; and (6) notice pursuant to the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715. SA § 5; Gentle Decl. ¶¶ 7-12; Declaration of Lauren Coffren ("Coffren Decl.") ¶¶ 9-10. The proposed notice clearly informs Class Members of their rights to object to the Settlement and/or submit a claim, how to do so, and of all deadlines.[13] *See* Gentle Decl. Ex. C (proposed notice).

The Notice List is comprised of: (1) Class Members identified through Defendants' internal records; and (2) non-Class Members who submitted a CSAM

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[11] *See, e.g.*, *In re Combustion, Inc.*, 968 F. Supp. 1116, 1131 (W.D. La. 1997) (finding settlement administration costs capped at 6% reasonable).

[12] The costs of the notice that was implemented following certification in both Actions are also paid from the Settlement Fund. SA § 2.2(d).

[13] The proposed notice plan aligns with the class certification notice processes in the California and Alabama Actions, which were approved by this Court and the Alabama Court and highly effective. *See* Dkt. 225 at 3-6; Dkt. 259; 7:21-cv-00220, Dkt. 199. The California Plaintiff and the Alabama Plaintiff explained why those processes were effective when seeking approval at the class certification stage, *see* Dkt. 211; 7:21-cv-00220, Dkt. 179, and those same reasons are applicable here.

content removal request or notified Defendants about CSAM on Defendants' websites and whose contact information has been obtained from Defendants' internal documents. SA § 1.40.

Additional details about the Settlement Administrator's procedures and the proposed notice plan are provided in Appendix 1 and in the Gentle Declaration.

To be eligible to receive a Settlement payment, Class Members must submit a claim. The proposed claim form was designed by Class Counsel in consultation with the Settlement Administrator and NCMEC to ensure that Class Members feel encouraged and safe giving enough detail for the Settlement Administrator to confirm their Class membership and eligibility. At the same time, the form is easy to complete and not so burdensome or invasive that it deters Class Members from coming forward. *See* Gentle Decl. Ex. E (proposed claim form and Settlement overview); *Id.* ¶¶ 12, 16.

F. Plan of Allocation

The objective of the proposed plan of allocation is to equitably distribute the Settlement Fund among Class Members *per capita—i.e.*, each Qualified Claimant receives an equal cash share of the Settlement Fund (less attorneys' fees, service awards, and Settlement Administration Expenses). *See* Gentle Decl. Ex. D (proposed plan of allocation); *id.* ¶¶ 16-17. To that end, the Settlement Administrator will review each Class Member's claim form along with any supporting documentation to determine whether he or she is a Qualified Claimant.

All information submitted with a claim form or shared with the Settlement Administrator by Class Members will be kept strictly confidential.

Payments will be distributed *per capita* based on the total number of Qualified Claimants and in separate installments as funds become available in the Settlement Fund and within 30 days after each of Defendants' installment payments. Once final approval is entered by the Court, unclaimed Settlement Funds will not revert to Defendants under any circumstances. If necessary, Class Counsel will apply to the

Court for a *cy pres* distribution of unclaimed funds to a CSAM prevention or remediation organization, reasonably acceptable to and independent from all Parties. SA § 2.11(d).

G. Attorneys' Fees, Expenses, and Awards

The Agreement provides that Class Counsel will move for reasonable attorneys' fees, reimbursement of expenses, and service awards for Class Representatives no later than 14 days before the objection deadline expires. *Id.* § 6.4. Class Counsel intends to request fees not exceeding one-third of the Settlement Fund, including a pro rata share of the interest, which will be justified with the Ninth Circuit factors before final approval.[14] *Id.* Class Counsel also intends to request service awards of up to $150,000 for each Class Representative, up to $5,000 for Jane Doe #2 who sought leave to join the California Action at Dkt. 89 and participated in initial discovery, and up to $5,000 for Jane Doe #2 who appeared in the original Complaint and the First Amended Complaint in the Alabama Action at Dkt. 1 and Dkt. 22 and participated in initial discovery. *Id*.

The Settlement is not conditioned on the Court's approval of any service awards, attorneys' fees, or expenses, nor does the Agreement contain a clear sailing provision under which Defendants agree not to oppose any such requests. Any court-awarded attorneys' fees, expenses, and service awards are paid from the Settlement Fund. *Id.* § 2.2(e).

IV. ARGUMENT

The Court should preliminarily approve the Settlement under Federal Rule of Civil Procedure 23.

A. The Court Should Certify the Settlement Class.

The Court should preliminarily certify the Settlement class for purposes of judgment under Rule 23(e)(1)(B) for the same reasons this Court and the Alabama

[14] Class Counsel's request for attorneys' fees will be filed jointly with this Court on behalf of California and Alabama Class Counsel.

Court previously certified the classes at class certification. *See* Dkt. 209; 7:21-cv-00220, Dkt. 147. The numerosity, commonality, typicality, and adequacy requirements of Rule 23(a) and the predominance and superiority requirements of Rule 23(b)(3) are still satisfied. Plaintiffs only propose two non-substantive changes to the class certified by this Court: (1) that the Settlement class period start on February 12, 2011, the Alabama Action's class start date (1 week earlier than the California Action's class start date); and (2) the Settlement class period end December 6, 2024. The certified classes in both Actions were defined temporally as continuing through "present," but the Parties agreed the Class definition should run through December 6, 2024, the last day of the final opt-out period in the Alabama Action. SA § 1.11. The Release likewise goes only to December 6, 2024. *Id.* § 4.1. Because these changes do not alter the reasoning underlying this Court's and the Alabama Court's prior orders granting class certification, this Court should preliminarily approve the Settlement class for the same reasons. *See Baten v. Michigan Logistics, Inc.*, 2022 WL 17481068, at *4 (C.D. Cal. Dec. 6, 2022) (approving a settlement class previously certified where the only change was an extension of the class period end-date); *Foster v. Adams & Assocs., Inc.*, 2021 WL 4924849, at *3 (N.D. Cal. Oct. 21, 2021) (approving a settlement class previously certified where the class end date changed).

B. The Proposed Settlement is Fair, Reasonable, and Adequate.

The Ninth Circuit maintains a "strong judicial policy that favors settlements, particularly where complex class action litigation is concerned." *In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 556 (9th Cir. 2019) (internal citation omitted). To decide whether to preliminarily approve a settlement, the Court must determine, on a preliminary basis, whether the proposed settlement is "fair, reasonable, and adequate" under Rule 23(e). *See* Fed. R. Civ. P. 23(e)(2). Courts conduct this analysis by applying the *Hanlon* factors and the Rule 23(e) criteria. *See In re California Pizza Kitchen Data Breach Litig.*, 129 F.4th 667, 674 (9th Cir. 2025).

Under Rule 23(e)(2), to determine whether a settlement is "fair, reasonable, and adequate," courts consider whether: (A) "the class representatives and class counsel have adequately represented the class"; (B) "the proposal was negotiated at arm's length"; (C) "the relief provided for the class is adequate"; and (D) "the proposal treats class members equitably relative to each other." Fed. R. Civ. P. 23(e)(2); *see also In re California Pizza Kitchen*, 129 F. 4th at 674. Under *Hanlon*, courts assess: "(1) the strength of plaintiffs' case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the risk of maintaining class action status throughout the trial; (4) the amount offered in settlement; (5) the extent of discovery completed, and the stage of the proceedings; (6) the experience and views of counsel; (7) the presence of a governmental participant; and (8) the reaction of the class members to the proposed settlement." *In re California Pizza Kitchen*, 129 F. 4th at 674 (citation omitted). The *Hanlon* factors are baked into the Rule 23(e)(2) analysis. *Id.*

The proposed Settlement satisfies Rule 23(e)(2).

i. Plaintiffs and Class Counsel Have Adequately Represented the Class

The Court first considers whether "the class representatives and class counsel have adequately represented the class." Fed. R. Civ. P. 23(e)(2)(A). The focus "is on the actual performance of counsel acting on behalf of the class." Fed. R. Civ. P. 23(e)(2) advisory committee's note to 2018 amendment. The Court may also consider "the nature and amount of discovery in this or other cases," which "may indicate whether counsel negotiating on behalf of the class had an adequate information base." *Id.*

As an initial matter, this Court already found at class certification that the California Plaintiff was an adequate Class Representative and that Susman Godfrey was adequate Class Counsel. Dkt. 209 at 11-12. In the Alabama Action, the court

found the Alabama Plaintiff to be an adequate Class Representative and Alabama Class Counsel to be adequate Class Counsel. 7:21-cv-00220, Dkt. 147 at 20-22.

Since then, Plaintiffs and Class Counsel have continued to zealously represent the Class in both Actions and in extensive mediation efforts leading to this Settlement. Plaintiffs' and Class Counsel's decision to settle these Actions was informed by thorough investigations of the relevant claims, full fact and expert discovery in both Actions, extensive motion practice, trial preparation, and extensive settlement negotiations.

This factor weighs in favor of preliminary approval.

ii. The Settlement Was Negotiated at Arm's Length

Rule 23(e)(2)(B) directs courts to consider whether "the proposal was negotiated at arm's length." This "'procedural' concern[]" requires courts to examine "the conduct of the litigation and of the negotiations leading up to the proposed settlement." Fed. R. Civ. P. 23(e)(2) advisory committee's note to 2018 amendment. Evidence of "a truly adversarial bargaining process" is "the presence of a neutral third party mediator." 4 William B. Rubenstein, *Newberg and Rubenstein on Class Actions* § 13:50 (6th ed. June 2025 update); *see also* Fed. R. Civ. P. 23(e)(2) advisory committee's note to 2018 amendment (neutral mediator involvement "may bear on whether [settlement negotiations] were conducted in a manner that would protect and further the class interests").

This Settlement was the product of a highly adversarial, arm's length bargaining process that arose after full fact and expert discovery and after the Parties fiercely litigated the key legal and factual issues in both Actions for over five years. By the time the Term Sheet was executed, the Parties thoroughly understood the merits of their claims and defenses and the risks all sides faced at trial and on appeals.

The proposed Settlement was also negotiated under the supervision of Judge Proctor and Randi Ellis and is the product of vigorous, heavily disputed negotiations, Ellis Decl. ¶ 8, and was reached only after the mediator conducted a confidential

evaluation of Defendants' financial condition, *id.* ¶ 12; Pachman Decl. ¶ 27.

This process bears all the hallmarks of an arm's-length negotiation. *See In re Lyft, Inc. Sec. Litig.*, 2022 WL 17740302, at *4 (N.D. Cal. Dec. 16, 2022) (granting preliminary approval where the parties settled "with the assistance of an experienced mediator after two-and-a-half years of litigation, extensive discovery and motion practice, and months of negotiations" and without any "signs of collusion" like reversions or clear-sailing agreements).

iii. The Relief Provided is Adequate

Rule 23(e)(2)(C) next directs the Court to evaluate whether "the relief provided for the class is adequate, taking into account (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of the proposed method of distributing relief, including the method of processing class-member claims; (iii) the terms of any proposed award of attorney's fees…; and (iv) any agreement required to be identified under Rule 23(e)(3)[.]"

Each factor weighs in favor of preliminary approval.

a) The Extraordinary Relief Provided to the Class

"The relief that the settlement is expected to provide to class members is a central concern." Fed. R. Civ. P. 23(e)(2) advisory committee's note to 2018 amendment. Here, the monetary and injunctive relief provided to the Class is extraordinary. And for this Class of survivors in particular, the added relief of finally resolving these Actions may be equally valuable.

As discussed, the Settlement secures a non-reversionary common fund of $120,000,000 and extensive injunctive relief that significantly enhances how Defendants operate the most popular pornography websites in the world.

The Settlement Fund amount falls well within the range of other comparable class action settlements in cases involving sex trafficking and/or sexual abuse. For example, the plaintiff victims of Jeffrey Epstein's sex trafficking have settled four separate class actions against defendant banks alleging violations of the TVPRA for

between $25 and $290 million.[15]

The injunctive relief achieved by the 16 single-spaced pages of Appendix A is exceptional on its face. But Appendix A's terms are even more extraordinary when compared to the policies in place before these Actions were filed, which did not include age verification for persons depicted in user-uploaded content. No. 7:21-cv-00220, Dkt. 261 at 4. The scope of the injunctive relief is particularly significant given that discovery revealed tens of thousands of potential CSAM videos and photos that were viewed on Defendants' websites millions of times before they were removed. *Id*. at 6-12.

Now, pursuant to Appendix A, Defendants are required to, among many other things: (i) verify and validate that every person who uploads or appears in Content on their websites was over 18 when the Content was created; (ii) implement enhanced mandatory Content moderation procedures to review, detect, and remove CSAM or suspected CSAM; and (iii) report and ban any user who uploads suspected or actual CSAM or Content that cannot be verified. *See* SA Apx. A.

The Settlement also offers Class Members finality and closure.

b) The Avoided Costs, Risks, and Delay of Trial and Appeal

"Another central concern [] relate[s] to the cost and risk involved in pursuing a litigated outcome." Fed. R. Civ. P. 23(e)(2) advisory committee's note to 2018 amendment.

As this Court recognized in its Order granting class certification, "any individual's efforts to litigate this case involve[s] reliving considerable trauma." Dkt. 209 at 21. That observation applies with particular force here. If approved, the Settlement will ensure that Plaintiffs and Class Members will never again have to

[15] *Doe v. Deutsche Bank*, No. 1:22-cv-10018-JSR, Dkt. 56 at 2, Dkt. 122 at 7 (S.D.N.Y.); *Doe v. Bank of America, N.A.*, No. 1:25-cv-08520-JSR (S.D.N.Y.), Dkt. 73 at 42, Dkt. 121-1 at 4, Dkt. 134 (S.D.N.Y.); *Doe v. JP Morgan Chase Bank, N.A.*, No. 1:22-cv-10019-JSR, Dkt. 66 at 2-3, Dkt. 284 at 7-8 (S.D.N.Y.); *Ward v. Indyke, et al.*, No. 1:24-cv-01204-AS, Dkt. 415 at 1, 4, Dkt. 419 (S.D.N.Y.).

publicly "relive the unconscionable acts they experienced as *children*," *id.* (emphasis in original), and can finally focus on healing and trying to move forward.

The Settlement is especially significant when considered against the risks of pursing these Actions in further litigation. In the California Action, the Court had not ruled on Defendants' two pending summary judgment motions, which could have eliminated some or all of Plaintiff's claims before trial.

In the Alabama Action, there was no guarantee that any victory achieved at trial would survive subsequent motions or appeals, or that Plaintiffs could have secured or defended any significant monetary relief or the vast injunctive relief achieved in Appendix A. There is also no guarantee that Plaintiffs would have been able to collect any larger judgment from Defendants. The confidential evaluation of Defendants' financial resources during mediation informed the Parties' assessment of the risks associated with collectability of any potential judgment. *See* Pachman Decl. ¶ 27.

And as discussed, the personal risks (including of potentially having their identities exposed at trial) and the inevitable trauma that Plaintiffs would have experienced in a public, adversarial trial cannot be overstated. This Settlement obviates those risks and offers Plaintiffs and Class Member survivors the closure and privacy that even a resounding trial victory could not.

c) The Effectiveness of the Proposed Method of Distributing Relief

"A claims processing method should deter or defeat unjustified claims, but the court should be alert to whether the claims process is unduly demanding." *In re ConAgra Foods, Inc.*, 2022 WL 17243625, at *8 (C.D. Cal. Nov. 14, 2022) (quoting Fed. R. Civ. P. 23 advisory committee's note to 2018 amendment). The proposed claims process here aims to strike that balance while placing appropriate emphasis on the specific concerns of the Class Members.

To that end, Class Counsel worked in consultation with NCMEC to ensure that the claim form is accessible and sensitive to Class Members' unique needs and

experiences. *See* Gentle Decl. Ex. E (claim form). It is designed to be easy enough to understand and complete without an attorney and aims to collect enough information to fairly evaluate and limit the possibility of unjustified claims, while giving Class Members control over what information to provide and in how much detail so the claims process itself does not deter eligible Class Members. *Id.* ¶¶ 12, 16.

d) The Terms of Any Proposed Award of Attorneys' Fees

As discussed, Class Counsel intends to request attorneys' fees not exceeding one-third of the Settlement Fund, reimbursement of litigation expenses and costs, and service awards. SA § 6.4. The attorneys' fees request will be justified by Ninth Circuit caselaw.

The Settlement Agreement is not conditioned on the Court ordering fees, expenses, or service awards, and does not contain any "clear sailing agreement." *Cf. In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 947-48 (9th Cir. 2011) (finding signs of collusion where defendants agreed not to object to attorneys' fees up to a certain amount).

Any requested service awards will be justified by the Class Representatives' extensive efforts over the past five years and will reflect their enormous risks and sacrifices in bringing these Actions, disclosing their identities to Defendants, subjecting themselves to invasive and traumatic discovery and depositions, and risking having their identities publicized at trials.[16] *See, e.g.*, *In re College Athlete NIL Litig.*, 803 F.Supp.3d 959, 993 (N.D. Cal. 2025) (approving $125,000 service awards to three class representatives, $10,000 for two, and $5,000 for one as reasonable where they helped Class Counsel prosecute the case, respond to discovery, sat for depositions, undertook financial and reputational risks in bringing

[16] The smaller service awards Class Counsel plans to seek for the prior Jane Does are likewise intended to reflect their initial involvement in the Actions and their willingness to disclose their identities to Defendants and subject themselves to discovery. *See generally Van Vranken v. Atlantic Richfield Co.*, 901 F. Supp. 294, 299 (N.D. Cal. 1995) (analysis considers "risk to the class representative in commencing suit").

the action, and achieved favorable results in the settlement); *In re High-Tech Emp. Antitrust Litig.*, 2015 WL 5158730, at *17-18 (N.D. Cal. Sep. 2, 2015) (authorizing $120,000 and $80,000 service awards where class representatives spent significant time and effort litigating the case for four years and risked serious workplace retaliation by serving as named plaintiffs).

e) No Agreement Required to be Identified under Fed. R. Civ. P. 23(e)(3)

The Parties have no agreements "made in connection with the proposal" to disclose other than the Settlement Agreement itself. *See* Fed. R. Civ. P. 23(e)(3); Fed. R. Civ. P. 23(e)(2)(C)(iv).

iv. The Proposed Settlement Treats Class Members Equitably

The last Rule 23(e)(2) factor considers whether "the proposal treats class members equitably relative to each other." Fed. R. Civ. P. 23(e)(2)(D). "Matters of concern could include whether the apportionment of relief among class members takes appropriate account of differences among their claims, and whether the scope of the release may affect class members in different ways that bear on the apportionment of relief." Fed. R. Civ. P. 23(e)(2) advisory committee's note to 2018 amendment.

The proposed plan of allocation for monetary relief satisfies this factor. *See* Gentle Decl. Ex. D (proposed plan of allocation). As discussed above, Eligible Class Members who timely submit claims get equal *per capita* payments from the Settlement Fund. Gentle Decl. ¶¶ 16-18. This allows Class Members to recover without extensively relitigating their trauma and aligns with the statutory liquidated damages available for Plaintiffs' claims under 18 U.S.C. § 2255(a). The Release does not treat any Class Members differently or bear on the apportionment of relief. *See* SA § 4.1.

The Settlement's injunctive relief applies equally to every Class Member, including Opt-Outs. *See In re Google LLC Street View Elec. Commc'ns Litig.*, 611

F. Supp. 3d 872, 895 (N.D. Cal. 2020) (noting each class member benefitted equally from the injunctive relief).

This factor supports preliminary approval.

C. The Court Should Direct Notice to the Class.

Once the Court concludes a proposed Settlement is likely to be approved, Rule 23(e)(1)(B) instructs the Court to "direct notice in a reasonable manner to all class members who would be bound by the proposal."

Plaintiffs' proposed notice plan comports with Rule 23. The comprehensive plan for disseminating notice—including direct email and/or mail notice, digital notice via press releases and media outreach, banner notices on Defendants' websites, notice disseminated by NCMEC to its direct service providers, survivors, and law enforcement networks, and any other networks or contacts NCMEC and/or C3P deem appropriate, and notice on a case-specific website—constitutes the best notice practicable under the circumstances. *See, e.g.*, *Spann v. J.C. Penney Corp.*, 211 F. Supp. 3d 1244, 1255 (C.D. Cal. 2016) (approving notice plan involving email and mail notice, digital publication, and a press release); *In re Facebook Biometric Info. Privacy Litig.*, 522 F. Supp. 3d 617, 624-25 (N.D. Cal. 2021) (approving notice plan including email notice, notice on defendant Facebook's website, newspaper publication, a settlement website, and an internet ad campaign); 21-cv-00220, Dkt. 199 (the Alabama Court's ruling approving the same notice plan); Dkt. 225 (this Court's prior ruling approving a similar notice plan).

The proposed long-form notice also complies with Rule 23. *See* Gentle Decl. Ex. C. It was vetted by an experienced and well-qualified Settlement Administrator and includes all information necessary for Class Members to make informed decisions about whether to object or submit claims and how and when to do so. *Id.* ¶¶ 7-11.

D. The Court Should Set Deadlines and Schedule a Final Approval Hearing.

In connection with preliminary approval, the Court must also set a Final Approval Hearing date and deadlines for notice, objecting to the Settlement, and filing papers in support of the Settlement. Plaintiffs propose the following schedule:

EVENT	PROPOSED DEADLINE
CAFA Notice Pursuant to 28 U.S.C. § 1715(b)	Within 10 days of filing Motion for Preliminary Approval
Establishment of Settlement Website	Within 14 days of entry of Preliminary Approval Order
Notice Date	Within 14 days of entry of Preliminary Approval Order
Motion for Attorneys' Fees, Costs, Expenses, and Service Awards	No later than 14 days before the Objection Deadline
Objection Deadline	45 days after Notice Date
Claims Submission Deadline	120 days after Notice Date
Final Approval Motion and Response to Any Objections	21 days before Final Approval Hearing
Deadline to Submit Notices of Appearance at the Final Approval Hearing	18 days before Final Approval Hearing
Final Approval Hearing	At least 96 days of entry of Preliminary Approval Order

V. CONCLUSION

Plaintiffs respectfully request that the Court grant preliminary approval of the Settlement, appoint Gentle Turner & Benson, LLC as Settlement Administrator, approve the proposed notice plan, and enter the proposed schedule.

Dated: August 14, 2026

Respectfully submitted,

By: */s/ Krysta Kauble Pachman*
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CERTIFICATE OF COMPLIANCE

The undersigned, counsel of record for Plaintiff, certifies that this brief contains 6,473 words, which complies with the word limit of L.R. 11-6.1.

Dated: August 14, 2026

/s/ Krysta Kauble Pachman
Krysta Kauble Pachman

CERTIFICATE OF SERVICE

I hereby certify that on August 14, 2026, I electronically filed the foregoing document with the clerk of the Court and served counsel of record via the CM/ECF system and email.

/s/ Krysta Kauble Pachman
Krysta Kauble Pachman

APPENDIX 1

Pursuant to Sections L(2)-(4) of the Court's Amended Standing Order for Newly Assigned Civil Cases, *see* Dkt. 427, Plaintiffs submit the following additional details regarding Settlement administration and notice:

A. Settlement Administrator's Procedures for Securely Handling Class Member Data

The proposed Settlement Administrator—Gentle Turner & Benson, LLC ("Gentle")—has extensive experience administering over $6 billion in settlements over the past 25 years, including in cases involving sensitive claimant information and subject matter. Gentle Decl. at 1; *Id.* Ex. A.

The Declaration of Edgar C. Gentle, III, details the robust layers of protection in place to safeguard sensitive and confidential claimant information. Gentle Decl. ¶ 14. Specifically:

- Gentle will only collect information from claimants that is necessary to administer the Settlement;
- Gentle will limit access so that employees can view only the information needed for their specific duties in administering the Settlement;
- Gentle employs multi-factor authentication for administrator and employee access to systems containing claimant information;
- Gentle employees are screened and required to sign the Protective Orders from both the California Action and the Alabama Action;
- Gentle uses encrypted portals or secure file transfer rather than ordinary email to transmit sensitive documents;
- Gentle requires subcontractors and cloud providers to meet comparable security standards through written agreements;
- Gentle only retains claimant information for as long as necessary for legal, tax, and contractual obligations, then securely destroys it;

- Gentle maintains procedures for detecting, investigating, containing, and notifying affected parties of data breaches where required by law, and regularly conducts vulnerability scans, penetration testing, and employee cybersecurity training; and
- Gentle maintains insurance coverage for data breaches.

Id. ¶ 14. In addition, Gentle employs full-time IT staff to protect the confidential Settlement database. *Id.* ¶ 6.

B. Fraud Prevention in Settlement Fund

The Claim Form was designed by Class Counsel in consultation with Gentle and NCMEC to ensure that claimants are required to submit enough information for Gentle to determine whether they are Qualified Claimants who are eligible to recover from the Settlement Fund. *Id.* ¶¶ 12, 16; *Id.* Ex. E (Claim Form).

Gentle also uses the following fraud detection practices (as well as others that remain confidential to prevent persons from attempting to circumvent these measures):

- Confirming claimant names, addresses, date of birth, Social Security or tax identification numbers, and other identifying information;
- Using software to detect when multiple claims are submitted by the same individual or from the same address, telephone number, email, IP address, or bank account, or in short intervals, and detecting suspicious email addresses, origination sites, payment request methods, and other badges of possible fraud;
- Reviewing Claim Forms and supporting documents for signs of alteration, inconsistencies, or forgery;
- Comparing information submitted in Claim Forms with Defendants' records, records provided by Class Counsel, or other objective data as applicable;

- Analyzing unusual Claim Form submission patterns, such as large numbers of claims originating from the same location, identical supporting documents, or unusually high claimed losses;
- Investigating claims identified by automated systems before making eligibility decisions;
- Contacting claimants whose submissions are incomplete or raise questions, and giving them an opportunity to provide further documentation; and
- Performing random or targeted audits of approved claims to ensure compliance with the Settlement's eligibility requirements.

Id. ¶ 15. In addition, all Claim Forms will be signed by the Class Member or Class Member's representative under penalty of perjury. *Id.* ¶ 16.

The Settlement Agreement gives the Settlement Administrator sufficient authority and time to implement such procedures. The Settlement Agreement establishes that the Settlement Administrator will distribute Settlement Payments from the Settlement Fund in accordance with the terms of the plan of allocation. SA § 2.8. In turn, the plan of allocation gives the Settlement Administrator the authority to contact claimants for more information if the Settlement Administrator has concerns as to the accuracy or validity of any information included in the Claim Form or supporting documentation. The Settlement Administrator's determinations regarding eligibility are final after giving the claimant one opportunity to appeal. *See* Gentle Decl. Ex. D (proposed Plan of Allocation). The timing set forth in the plan of allocation was approved by the Settlement Administrator and gives the Settlement Administrator sufficient time to assess claims and implement the fraud prevention measures outlined above. *Id.* ¶ 16.

C. Settlement Administrator's Acceptance of Responsibility & Maintenance of Insurance

Gentle accepts responsibilities expected in administering the Settlement and maintains errors and omissions insurance and data breach insurance to help mitigate Settlement administration risks. *Id.* ¶ 6.

D. Anticipated Settlement Administration Costs

Settlement Administration Expenses will be paid directly from the Settlement Fund. SA § 1.55. As defined in the Settlement Agreement, Settlement Administration Expenses means all Class Notice and administrative fees, costs, and expenses incurred in administering the Settlement, including those fees incurred by the Settlement Administrator, as well as all fees, costs, and expenses incurred in issuing Class Notice and notice following class certification in each Action. *Id.* As detailed in the Gentle Declaration ¶ 5, the Settlement Administration Expenses are estimated to be between 4-5% of the Settlement Fund, depending on the number of Qualified Claimants who are deemed eligible to receive payments under the Settlement. *See also* Gentle Decl. Ex. B (detailed budget). This estimate encompasses both prospective settlement notice costs and already-incurred class certification notice expenses. *Id.* Ex. B. On the low end, if 3,000 Class Members submit claims, and 2,000 are deemed Qualified Claimants, Gentle estimates that Settlement Administration Expenses will total $4.7 million, which is 3.8% of the Settlement Fund. Gentle Decl. ¶ 5. On the high end, if 6,000 Class Members submit claims, and 4,000 are deemed Qualified Claimants, Gentle estimates that Settlement Administration Expenses will total $6.1 million, which is 4.9% of the Settlement Fund. *Id*. In Gentle's experience, this estimate is reasonable in relation to the value of the Settlement. *Id*.

E. Notice Distribution Plan

The proposed notice plan includes all the combined methods of notice that were already approved by this Court and the Alabama Court for disseminating class certification notice, and involves: (1) email and/or mail notice to all mailing and email addresses on the Notice List; (2) media outreach, press releases, and digital

notice to selected newswires; (3) banner notice on Defendants' websites; (4) notice disseminated by NCMEC to its direct service providers, survivors, and law enforcement victim advocates network; (5) notice via a Settlement website; and (6) notice pursuant to the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715. SA § 5; Gentle Decl. ¶¶ 7-12; Coffren Decl. ¶¶ 9-10. The proposed notice plan aligns with the notice plans previously developed and effectively implemented by two different experienced settlement administrators—JND Legal Administration LLC ("JND") in this Action and Epiq Class Action and Claims Solutions, Inc. ("Epiq") in the Alabama Action—for notice following class certification in both Actions, Dkts. 225, 259; 7:21-cv-00220, Dkt. 199, and is in Class Counsel's and the Settlement Administrator's view the best notice practicable under the circumstances and consistent with Federal Rule of Civil Procedure 23. Gentle Decl. ¶ 11.

Although Gentle will serve as Settlement Administrator, Epiq will handle notice dissemination after the Preliminary Approval Date, as Epiq previously performed that function for class certification in the Alabama Action and is already well-equipped to do so quickly and in substantially the same manner. *Id.* ¶¶ 7, 9, 11.

The Settlement Administrator will also establish and update the Class Website within 14 days after the Preliminary Approval Date which will include key information and documents including the Settlement Notice, pleadings and important case documents including the Settlement Agreement, the Preliminary Approval Order, the Order Setting Final Approval Hearing, and the Claim Forms, as well as answers to frequently asked questions and contact information for Class Counsel and the Settlement Administrator. *Id.* ¶ 12; SA § 5.5. Class Members will also be able to submit Claim Forms electronically via the Settlement Website. Gentle Decl. ¶ 12.

Qualified Claimants will be able to receive distributions via physical checks, ACH direct deposits, Venmo, and Zelle, Gentle Decl. ¶ 17, and the Claim Forms will be available in multiple languages, including at least English and Spanish, *id.* ¶ 12; *id.* Ex. E (Claim Form).

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(*See additional counsel on signature page)*

Attorneys for Plaintiff

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

WESTERN DIVISION

JANE DOE on behalf of herself and all others similarly situated,

Plaintiff,

v.

MINDGEEK USA INCORPORATED, MINDGEEK S.A.R.L., MG FREESITES, LTD (D/B/A PORNHUB), MG FREESITES II, LTD, MG CONTENT RT LIMITED, AND 9219-1568 QUEBEC, INC. (D/B/A MINDGEEK),

Defendants.

Case No. 8:21-cv-00338-WLH-ADS

Hon. Wesley L. Hsu

CLASS ACTION

DECLARATION OF KRYSTA K. PACHMAN IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

DECLARATION OF KRYSTA K. PACHMAN

I, Krysta K. Pachman, declare as follows:

1. I am an attorney admitted to the bar of California. I am over eighteen years of age and have personal knowledge of the facts set forth in this declaration and could and would testify competently to them. I submit this declaration in support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement.

2. I am a partner in the law firm of Susman Godfrey L.L.P. ("Susman Godfrey"), attorneys of record for Plaintiff Jane Doe in the above-captioned matter along with Steve Cohen of Pollock Cohen LLP. I am also Court-appointed Class Counsel. I have no knowledge of the existence of any conflicting interest between my firm and any of its attorneys and Pollock Cohen LLP, on the one hand, and Plaintiff or any other Class Member, on the other.

3. Susman Godfrey has significant experience with class actions and settlements thereof. Susman Godfrey has been appointed Class Counsel in numerous class actions. I have personally spent my career successfully representing classes in complex cases, securing a $100 million settlement in *In re Pattern Energy Group Sec. Litig.*, Case No. 20-cv-275 (D. Del.); a settlement valued at over $100 million in *Ferrick, et al. v. Spotify USA*, No. 1:16-cv-08412 (S.D.N.Y.); a $40 million settlement in *Timber Hill v. Pershing Square Capital Management L.P.*, et al., No. 2:17-cv-04776 (C.D. Cal.); and a $37.5 million settlement in *Schulein, et al. v. Petroleum Development Corp.*, et al., No. 8:11-cv-01891 (C.D. Cal.), among others. A copy of the firm profile and the profiles of myself and my colleagues from Susman Godfrey are attached hereto as **Exhibit A**.

4. I was among the principal negotiators of the proposed class action settlement (the "Settlement Agreement") with Defendants and Plaintiff's counsel in *Jane Doe #1 v. MG Freesites, Ltd, D/B/A "Pornhub", et al.*, Case No. 7:21-cv-

00220-RDP (N.D. Ala.) (the "Alabama Action") (collectively, the "Parties"). A true and correct copy of the Settlement Agreement is attached as **Exhibit B**.[1]

5. This Settlement with Defendants is fair, adequate, and reasonable. The named Plaintiff in the above-captioned action (the "California Action") similarly supports this Settlement and believes it to be fair, adequate, and reasonable.

6. The Settlement Agreement is the result of nine in-person mediation sessions and eight rounds of mediation since 2022 across both Actions. The Parties successfully negotiated the terms of a global settlement of both the California Action and the Alabama Action following in-person mediation sessions on July 8-9, 2025, August 27, 2025, April 20-21, 2026, and May 11, 2026, as well as several virtual sessions, all of which were overseen by Randi Ellis, a private mediator, and the last two of which were overseen by the Honorable R. David Proctor of the United States District Court for the Northern District of Alabama. After the last mediation session on May 11, 2026, the Parties continued to negotiate with the assistance of the mediator until the Term Sheet was signed by all Settling Parties on June 17, 2026. The Parties then prepared and negotiated a draft Settlement Agreement formalizing the Term Sheet, which was executed on July 17, 2026.

7. Before the most recent rounds of mediation sessions began in July 2025, the Parties exchanged settlement offers and engaged in other mediations led by the Honorable Jay C. Gandhi (ret.) from JAMS ADR in May 2024 and the Honorable Edward A. Infante from JAMS ADR in July 2023. The Parties had sharply different views about virtually all issues, including class certification, merits, damages, and what could be argued to the jury.

8. Class Counsel was very well informed of all material facts before reaching the proposed Settlement. Both Actions had long advanced past class certification, fact discovery, and expert discovery, and through summary judgment;

[1] Unless otherwise noted, the capitalized terms used herein shall have the meanings set forth in the Settlement Agreement.

full expert reports had been completed and trial preparation had begun. Throughout the case, Class Counsel took steps to ensure that we had all the necessary information to advocate for a fair, adequate, and reasonable Settlement that serves the best interests of the Class. The Settlement negotiations were hard-fought and non-collusive. It is my unequivocal opinion that the Settlement is fair, adequate, and reasonable, and reflects a tremendous result for the Class, particularly given the risks faced on summary judgment in the California Action and at trial.

9. The California Action was originally filed over five years ago on February 19, 2021. Plaintiff brought class-wide claims under 18 U.S.C. § 2252A, the federal Trafficking Protection Reauthorization Act ("TVPRA") (18 U.S.C. § 1595(a)), the California Trafficking Victims Protection Act (Cal. Civ. Code § 52.5), and the California Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 et seq.), as well as individual claims for distribution of private sexually explicit materials under California Civil Code § 1708.85 and intentional infliction of emotional distress ("IIED").

10. Defendants filed a motion to dismiss and the Court denied the motion in substantial part, including by rejecting, at the pleading stage, Defendants' arguments that they were protected by Section 230 of the Communications Decency Act of 1996 ("Section 230"). Dkt. 66. Defendants then filed and lost a motion for reconsideration. Dkt. 88.

11. Plaintiff Jane Doe #2 sought leave to join the California Action at Dkt. 89 and engaged in initial discovery, including disclosing her identity to Defendants. The Court did not grant Plaintiff Jane Doe #2's motion.

12. After discovery began, this case was stayed pending the criminal prosecution of Plaintiff's trafficker. Dkt. 97. Following his conviction, the stay was lifted on March 3, 2023. Dkt. 99.

13. Plaintiff immediately renewed her discovery efforts and, in the middle of fact discovery, Plaintiff moved for and secured class certification on November

17, 2023. Dkt. 209. Plaintiff's motion for class certification comprised 6,844 pages of briefing and exhibits. Defendants' opposition spanned 555 pages of briefing and exhibits, including 103 pages of declarations from three experts, and Plaintiff's reply totaled 93 pages of briefing and exhibits. In total, the Parties submitted 7,492 pages of class certification briefing and exhibits. This Court certified the following classes:

- Class: All persons who were under the age of 18 when they appeared in a video or image that has been uploaded or otherwise made available for viewing on any website owned or operated by Defendants from February 19, 2011, through the present.
- California Subclass: Members of the Class residing in California who were under the age of 18 when they appeared in a video or image that has been uploaded or otherwise made available for viewing on any website owned or operated by Defendants from February 19, 2011, through the present.

14. Following class certification, Defendants filed a Rule 23(f) petition in the Ninth Circuit, which Plaintiff opposed and Defendants lost. *See* Order Denying MindGeek's Rule 23(f) Petition, *Doe v. MindGeek USA Incorporated*, No. 23-3909 (9th Cir. Jan. 18, 2024).

15. The Court then approved Plaintiff's proposed notice plan in substantial part and appointed JND Legal Administration LLC ("JND") as the Notice Administrator. Dkts. 225, 228. As described below, the notice plan included direct notice and an extensive, targeted media outreach and digital notice campaign, bolstered by the participation of the National Center for Missing & Exploited Children ("NCMEC") in distributing class notice to its survivor and law enforcement networks. Dkt. 259.

16. Class certification and opt-out notice proceeded as follows. Class Counsel provided JND with lists of email addresses of known Class Members and third parties who submitted content removal requests on Defendants' websites on

February 2, 2024. In February 2024, JND sent notice via electronic email to the individuals on that email address list. JND also launched its media outreach and supplemental digital notice efforts, publishing digital ads through search engines, social media, audio streaming service providers, and news digital platforms, and launched a press release to select newswires. JND also established a case-specific notice website, www.MindGeekClassActionLitigation.com, to provide additional information to potential class members. In addition, NCMEC disseminated class notice to its direct service providers network, law enforcement victim advocates, and survivor network. The opt-out deadline was April 22, 2024. By the end of the opt-out period, JND's records indicated that more than 100,000 unique visitors had visited the notice website. *See* Dkt. 259.

17. It is my opinion that JND adequately discharged its duties in its role as the Notice Administrator.

18. Fact discovery closed on March 1, 2024, although several fact witness depositions occurred after the discovery cutoff with the Court's permission through April 17, 2024. Plaintiff propounded 86 requests for production, 12 interrogatories, and 14 requests for admission on Defendants, and in response Defendants produced nearly 100,000 documents totaling 578,613 pages. Plaintiff uncovered key documents on liability issues, including spreadsheets detailing the tens of thousands of videos and photos that Defendants reported as CSAM or suspected CSAM to NCMEC and records of every content removal request or other report of potential CSAM on Defendants' websites.

19. Plaintiff took and defended 26 fact depositions, some of which took place over two days.

20. Plaintiff also won a hotly contested motion to compel key discovery, including: (i) documents pertaining to Ethical Capital Partners' ("ECP") acquisition of Defendants; (ii) the custodial file and deposition of Defendants' Chief Product

Officer; (iii) the deposition of Defendants' Vice President of Trust and Safety; and (iv) depositions on thirteen Rule 30(b)(6) deposition topics. Dkt. 264.

21. Plaintiff also issued subpoenas to relevant third parties, including of Defendants' payment processors Mastercard, Visa, PayPal, Inc., Western Union Financial Services, Inc., Convera USA, LLC, Defendants' public relations firm 5W Public Relations, and ECP, the private equity firm that acquired Defendants. Plaintiffs obtained 18,059 pages of valuable documents from these subpoenas.

22. Plaintiff Jane Doe had to undergo invasive and extensive discovery, including by responding to 61 requests for production and 23 interrogatories. Plaintiff produced nearly 2,000 pages of documents including hundreds of pages of her personal medical records, as well as her email, text, and social media messages, and police files and reports about her abuser, and authorized the release of hundreds of pages of her medical records to Defendants directly from her multiple providers. Plaintiff also sat for a full-day deposition covering the facts underlying her claims and the harm she suffered, and the considerable trauma and emotional distress she suffered and continues to suffer as a result. Plaintiff also endured enormous stress and fear resulting from Defendants' efforts to serve a discovery subpoena on Plaintiff's trafficker. Plaintiff secured a Pre-Trial Protective Order as to the Identity of Plaintiff Jane Doe that severely limited Defendants' ability to take discovery from Plaintiff's trafficker absent court approval. Dkt. 81. Defendants did not thereafter seek to take such discovery, but during pretrial preparations, Defendants listed Plaintiff's trafficker on their trial witness list served on Plaintiff in July 2024.

23. Plaintiff also invested significant resources into the expert discovery necessary to support the Class's claims. During class certification, Plaintiff engaged two experts who prepared declarations spanning 498 pages, including exhibits. Plaintiff defended two expert depositions during class certification and defeated Defendants' two *Daubert* motions to exclude Plaintiff's experts' testimony, which totaled 192 pages of briefing.

24. During merits expert discovery, Plaintiff engaged three experts, who produced three opening expert reports and two rebuttal reports. Defendants produced three opening expert reports and one rebuttal expert report. All three of Plaintiff's experts were deposed. Collectively, the Parties' expert reports totaled 1,326 pages including exhibits.

25. On April 19, 2024, Defendants filed two separate summary judgment motions in this Action: (i) a motion for summary judgment on all of Plaintiff's certified class and individual claims; and (ii) a motion for summary judgment on procedural grounds on behalf of four Defendant entities. Dkts. 282, 283. Plaintiff also filed a partial motion for summary judgment on her Section 2252A claim. Dkt. 293. Plaintiff's affirmative motion totaled 22,607 pages of briefing and exhibits. In total, the Parties submitted 56,682 pages of summary judgment briefing and exhibits to this Court. The Court heard argument on July 19, 2024. The Parties' respective motions for summary judgment remained pending when this Settlement was reached.

26. After submitting summary judgment briefing, the Parties began preparation for trial that was scheduled to begin September 3, 2024. Dkt. 355. In July 2024, the Parties exchanged an exhibit list containing over 1,422 exhibits, deposition designations for 40 depositions, expert witness designations, witness lists, and proposed stipulated facts, and met and conferred on numerous occasions about the trial plan, motions in limine, and pretrial exchanges. Plaintiff prepared general and special jury instructions and was finalizing them for exchange with Defendants when the Court took the trial date and pretrial deadlines off calendar on July 9, 2024 pending the July 19, 2024 hearing on the Parties' cross-motions for summary judgment. Dkt. 361. The Court did not reschedule the trial date after the motions for summary judgment were taken under submission.

27. As discussed above, the Parties renewed mediation discussions through in-person sessions on July 8-9, 2025, August 27, 2025, April 20-21, 2026, and May 11, 2026, as well as several virtual sessions, which were all overseen by Randi Ellis,

a private mediator, while the last two sessions in April and May 2026 were also overseen by the Honorable R. David Proctor of the United States District Court for the Northern District of Alabama. The mediation included a confidential evaluation of Defendants' financial condition, which informed the Parties' assessment of the range of recoverable damages and the risks associated with collectability of any potential judgment.

28. The specific terms and conditions of the Settlement are set forth in the Settlement Agreement, which is attached as **Exhibit B**. The principal terms of the Settlement are as follows:

- Defendants will pay $120,000,000 into a common fund in exchange for a release of all class members' claims against Defendants that were asserted in the Actions or that may have been asserted and that arose out of the same acts or omissions involved in the Actions through December 6, 2024 (the date of the last opt out period in the Alabama Action);
- The "Class" for purposes of the Settlement consists of all persons who were under the age of eighteen when they appeared in a video or image that has been made available for viewing on any website owned or operated by the Defendants anytime from February 12, 2011 through December 6, 2024;
- Defendants agreed to make an initial payment of $25,000,000 to the Settlement Fund within thirty days of the Term Sheet becoming effective, then will pay the remainder of the $120,000,000 in six annual installments;
- Costs of notice, settlement administration, and any court-awarded attorneys' fees, expenses, and incentive awards, are to be paid from the Settlement Fund;
- Upon the Settlement Effective Date, Plaintiffs and the Class release all claims against Defendants that were asserted in the Actions or arise out of the acts, facts, or omissions involved in the Actions. The release does not cover claims arising from acts or conduct occurring after December 6, 2024. Claims against third-party platforms, Models or Content Partners (as those terms are defined in the Settlement Agreement), and non-fully Defendant entities are fully preserved;
- Defendants committed to extensive injunctive relief as set forth in Appendix A (described in more detail below);

- A three-person Monitoring Committee will be established to meet at least annually for a period of five years to assist in the enforcement and monitoring of Defendants' compliance with the injunctive relief set forth in Appendix A to the Settlement Agreement; and
- Defendants agreed to undergo external audits over a period of five years pertaining to satisfying the obligations described in Appendix A and as otherwise agreed by the Parties.

29. The Settlement Agreement also provides for extensive injunctive relief set forth in Appendix A to the Settlement Agreement, which is directed at deterring and reducing the uploading of CSAM on Defendants' websites. Key provisions in Appendix A specify that Defendants will do the following:

- Verify and Validate using government-issued identification that every person who uploads and/or is depicted in Content on Defendants' websites was 18 years of age or older when the Content was created;
- Enhance, implement, and conduct extensive Content moderation procedures and policies that use both automated technological tools and human moderation aimed at reviewing, detecting, and removing suspected or actual CSAM from Defendants' websites;
- Conduct mandatory CSAM prevention training for all trust and safety employees;
- Implement expanded procedures regarding content removal requests, withdrawal of consent requests, and content flagging from law enforcement, trusted flaggers, and registered users;
- Enhance mandatory policies and procedures addressing instances of suspected or actual CSAM on Defendants' websites, including but not limited to fingerprinting and timely reporting content, deleting Content, and banning users who uploaded suspected or actual CSAM or Content that cannot be Verified as defined in the Settlement Agreement;
- Conduct annual assessments and monitoring of Defendants' CSAM safeguards and content moderation practices and procedures;
- Provide semi-annual public reporting on Defendants' websites regarding policies, procedures, and actions taken by Defendants relating to suspected or actual CSAM on Defendants' websites; and
- Expand procedures directed at preventing non-consensual material from being available on Defendants' websites.

30. The cash portion of the Settlement is, in Class Counsel's view, exceptional. For Defendants' alleged violation of 18 U.S.C. § 2252A, Class Members would be entitled to statutory liquidated damages of $150,000 per Class Member in lieu of proving actual damages. *See* 18 U.S.C. § 2255(a). Under California Civil Code § 52.5 (the "California TVPA"), each Class Member could be awarded up to three times his or her actual damages, or $10,000, whichever is greater.

31. In Class Counsel's judgment and experience, this Settlement is an outstanding recovery, particularly given the complexities of this Action the risk of trial, and the inherent uncertainties of litigation. The Settlement Fund amount of $120,000,000 is a guaranteed result for the Class that will result in meaningful monetary recovery for every eligible Class Member. The non-monetary benefits to the Class under the policy and practice changes secured by Class Counsel and memorialized in Appendix A to the Settlement are also exceptional and will provide meaningful protections for all minors on Defendants' websites. The Settlement also gives the Class Member survivors finality. It provides concrete relief without the delay, uncertainty, and risks of continued litigation, and without forcing the California Plaintiff to undergo even more trauma by facing the risks of exposure and the re-victimization that would be inevitable if she were to testify in a public, adversarial trial. The same is true of the Alabama Plaintiff, as detailed in the declaration of Gregory Zarzaur.

32. As stated in the Settlement Agreement, Class Counsel will file a motion seeking reimbursement of their costs, fees, and for service awards for the Class Representatives, which Plaintiff proposes to be heard at the same time as the final approval hearing. Class Counsel has committed to only seeking a maximum of 1/3 of the $120 million Settlement Fund in fees, and this is reflected in the proposed notice. Class Counsel will not receive any funds until the Court has granted their fee request. Class Counsel also intends to request service awards of up to $150,000 for each Class Representative, up to $5,000 for Jane Doe #2 who sought leave to join the

California Action at Dkt. 89 and engaged in initial discovery which included the disclosure of her identity to Defendants, and up to $5,000 for Jane Doe #2 who appeared in the original Complaint and the First Amended Complaint in the Alabama Action at Dkt. 1 and Dkt. 22 and engaged in initial discovery.

33. The Parties propose that Gentle Turner & Benson, LLC—an experienced and reputable national class action administrator with particularly valuable experience in administering settlements involving sensitive claims—serve as Settlement Administrator to initiate settlement notice using third-party vendor Epiq, process claims, manage the escrow account where the Settlement Fund payments will be deposited, and handle all other services necessary to implement the Settlement. The resumes of the proposed Settlement Administration professionals at Gentle Turner & Benson, LLC's are attached to the declaration of Edgar C. Gentle, III. Settlement administration costs—including those already incurred by the class notice administrators and to be incurred by Gentle Turner & Benson—will be paid directly from the Settlement Fund.

34. Class Counsel recommends the proposed plan of allocation described in the notice and attached in full as Exhibit D to the Declaration of Edgar C. Gentle, III. This plan was developed in conjunction with NCMEC and the proposed Settlement Administrator, and with input from Defendants. This distribution plan treats all Class Members equitably because it distributes settlement proceeds among Class Members *per capita* based on the number of Qualified Claimants who timely submit claims.

35. To that end, the proposed plan of allocation establishes that the Settlement Administrator will review each Class Member's claim form along with any supporting documentation they choose to include to determine whether he or she is eligible.

36. A Class Member becomes a "Qualified Claimant" and therefore eligible to receive an equal *per capita* Settlement distribution amount (the "Allocated Amount") from the Settlement Fund if the following occurs: the Settlement

Administrator determines a Class Member is eligible based on documents and information demonstrating that (1) the Class Member was under the age of 18 at the time a Sexually Explicit video/image was made of the Class Member; (2) the Sexually Explicit video/image of the Class Member was located on any MindGeek Website[2] at any time between February 12, 2011, through December 6, 2024; and (3) the Class Member timely submits a claim form and questionnaire ("Claim Form") providing the Class Member's identifying information, and, if the Class Member is a non-United States citizen, the Class Member also signs a Release. All Claim Forms shall be signed by the Class Member or the Class Member's legal representative under penalty of perjury.

37. For the avoidance of doubt, should the Settlement Administrator have concerns as to the accuracy or validity of information included in the Class Member's Claim Form or documentation and information submitted to support the Class Member's eligibility, the Settlement Administrator shall promptly notify the Class Member of those concerns so as to afford the Class Member or his or her representative an adequate opportunity to respond to any such concerns within a reasonable time period set by the Settlement Administrator. Should the Settlement Administrator then find that the Class Member's allegations lack credibility and/or validity, the Settlement Administrator shall take that finding into consideration in making a determination whether the Class Member is a Qualified Claimant. After a Claimant receives the Settlement Administrator's initial determination, the Claimant will have an opportunity to appeal the initial determination to the Settlement Administrator. After a Claimant receives the Settlement Administrator's appeal determination, the Settlement Administrator's determination on whether a Class

[2] "MindGeek Websites" has the same meaning as the term "Websites" in the Settlement Agreement and includes, but is not limited to: Pornhub.com, Pornhubpremium.com, Redtube.com, Redtubepremium.com, YouPorn.com, YouPornpremium.com, Tube8.com, Mofosex.com, ExtremeTube.com, Spankwire.com, Keezmovies.com, Thumbzilla.com, and XTube.com.

Member has met eligibility requirements, has timely submitted a valid claim form and is a Qualified Claimant shall be final and non-appealable.

38. Every Qualified Claimant will be awarded an Allocated Amount that is equal to the Qualified Claimant's *per capita* share of the net amount distributable from the Settlement Fund based on the total number of Qualified Claimants.

39. The proposed plan of allocation provides that all information submitted along with a Claim Form or shared with the Settlement Administrator by Class Members will be kept strictly confidential. Class Members will have the option to request a meeting with the Settlement Administrator (by telephone, video, or in person, at the Class Member's election) if requested.

40. Once the Settlement Administrator has determined the Allocated Amounts for each Qualified Claimant, the Qualified Claimant's Allocated Amount will be distributed by the Settlement Administrator in *per capita* shares as funds become available in the Settlement Fund within 90 days after the Settlement Effective Date and within 30 days after each of Defendants' Installment Payments are made to the Settlement Fund. Unclaimed funds will be periodically redistributed to Class Members who received funds in prior rounds, to the extent feasible and practical. If further redistributions are no longer economically or administratively feasible, Class Counsel will apply to the Court to distribute remaining unclaimed Settlement Funds *cy pres* to an appropriate non-profit or charitable organization. Under no circumstances will any unclaimed Settlement Funds revert to Defendants.

41. The Release is also equitable, as it treats all Class Members the same and does not affect apportionment of damages.

42. In sum, it is my strong opinion that the proposal is fair, adequate, and reasonable, especially in light of Class Counsel's detailed assessments of the strengths and weaknesses of the claims asserted, the applicable damages, and the likelihood of recovery.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on August 14, 2026, in Los Angeles, CA.

Krysta Kauble Pachman

Krysta Kauble Pachman

Pachman Exhibit A

SUSMAN GODFREY

The Susman Godfrey Difference

For more than four decades, Susman Godfrey has focused its nationally recognized practice on one thing: high-stakes commercial litigation and trials. With offices in Houston, Los Angeles, New York, and Seattle, the firm is widely recognized as one of the nation's premier trial boutiques, known for trying complex, business-critical disputes in courtrooms across the United States. Susman Godfrey's track record of landmark victories, elite trial talent, and sustained excellence has earned repeated recognition as the country's leading litigation boutique, including being named *American Lawyer's* "Litigation Boutique of the Year" multiple times, inclusion on the *National Law Journal's* "America's Elite Trial Lawyers" list, and recognition by *Benchmark Litigation* as National Trial Firm of the Year. Vault has also ranked Susman Godfrey the #1 Litigation Boutique in America for sixteen consecutive years.

The Will to Win

Susman Godfrey is a trial firm first. We prepare every case with a singular focus on winning at trial, not prolonging litigation. Our reputation as one of the nation's premier trial firms means opponents know we are prepared to take cases all the way to verdict—a reality that often drives favorable resolutions.

Clients frequently turn to Susman Godfrey in the highest-stakes matters, including on the eve of trial, when the outcome depends on proven courtroom advocates with a record of delivering results before judges, juries, and arbitrators nationwide.

Our interests are aligned with those of our clients. We regularly handle matters on a contingency-fee basis, sharing both the risk and the reward. Every contingent-fee case is evaluated firmwide, and every lawyer at Susman Godfrey has a stake in the outcome. That model has helped define our culture for decades: total commitment, shared accountability, and an unwavering focus on winning.

Unique Perspective

Susman Godfrey represents both plaintiffs and defendants. We thrive on variety, flexibility, and creativity. Clients appreciate the insights that our broad experience brings. Our dual perspective informs not just our trial tactics, but also our approach to settlement negotiations and mediation presentations. We are successful in court because we understand our opponent's case as well as our own.

An Uncommon Structure

As a business, we are lean, mean and un-leveraged. To counter the structural bloat of our opponents, who often have three associates for each partner, we rely on creativity and efficiency.

Our experience has taught us what is important at trial and what can be safely ignored. We limit document discovery and depositions to the essential. For depositions and case-related events we send one attorney to handle the matter. After four decades of trials, we know what is critical—and what is a waste of time.

Unparalleled Talent

Susman Godfrey prides itself on a talent pool as deep as any firm in the country. Clerking for a judge in the federal court system is the best training for a young trial attorney, 100% of our Associates and over 95% of our Partners served in these highly sought-after clerkships after law school. Ten of our trial lawyers have clerked at the highest level—for Justices of the United States Supreme Court.

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Class Action Appointments & Lead Counsel

- ***Bartz et al. v. Anthropic PBC.*** Secured landmark settlement requiring Anthropic to pay $1.5 billion to rightsholders whose books were downloaded by Anthropic from the notorious pirated databases "Library Genesis" ("LibGen") and "Pirate Library Mirror" ("PiLiMi") – and who otherwise qualify as members of the "LibGen & PiLiMi Pirated Books Class" previously certified by US District Judge William Alsup. Anthropic will pay approximately $3,000 per class work.
- ***Rodriguez et al. v. Google LLC et al.*** Won a $425 million jury verdict for a class of millions of Plaintiffs who alleged that Google collects users' Internet and application activity even when users turn Google's "Web & App Activity" button off.
- ***Moehrl, et al., v. National Association of Realtor, et al.*** Achieved a groundbreaking $418 million joint settlement on behalf of a nationwide class of home sellers with the National Association of Realtors (NAR) that will resolve claims in four antitrust class actions against NAR.
- ***In re National Football League's "Sunday Ticket" Antitrust Litigation*.** As Court-appointed co-lead counsel to plaintiffs, obtained a victory after 3 weeks of trial with a jury finding the NFL engaged in a conspiracy and violated the antitrust laws through its Sunday Ticket offering. The jury awarded $4.7 billion damages, which the trial court vacated on a post-trial motion, while leaving untouched the jury's determination that the NFL violated two different provisions of the Sherman Act. Proceedings in the matter are ongoing.
- ***In re Automotive Parts Antitrust Litigation***. Secured, to date, over $1.2 billion in settlements to date as Court-appointed co-lead counsel for a class of end payor plaintiffs in this complex series of antitrust cases brought against dozens of automobile suppliers who engaged in price-fixing and bid-rigging in the multi-billion-dollar automotive parts industry.
- ***In re Libor-based Financial Instruments Antitrust Litigation.*** Secured, to date, $780 million in settlements for plaintiffs who allege several banks were involved in setting LIBOR and manipulating it to their advantage as Court-appointed co-lead class counsel.
- ***In re Animators Antitrust Litigation***. As Court-appoiinted co-lead counsel, secured more than $168 million in settlements for a class of animation industry employees in this antitrust action against the largest animation companies, including Disney, Pixar, Lucas Films, DreamWorks, and Sony, based on restrictions on their ability to compete against one another for talent.
- ***In re Korean Air Lines Antitrust Litigation***. As Court-appointed co-lead counse, secured $86 million in settlements in this antitrust litigation involving more than 70 class action cases brought on behalf of airline passengers who alleged that between 2000 and 2007, Korean Air Lines and Asiana Airlines conspired to fix the price of air travel between the United States and the Republic of Korea.
- ***In re Dental Supplies Antitrust Litigation***. Appointed co-lead counsel for the plaintiffs in a nationwide antitrust class action against the largest distributors of dental supplies and equipment. Plaintiffs alleged that the defendants had illegally agreed not to compete on prices for products sold to dental offices and laboratories. In 2018, a settlement was reached for $80 million.

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- ***In re NYC Bus Tour Antitrust Litigation.*** As Court-appointed lead counsel, secured a $19 million cash settlement for customers of two New York City tour bus companies, Coach USA Inc. and City Sights LLC, and their joint venture, Twin America LLC.
- ***In re Telescopes.*** Serving as interim co-lead counsel representing a putative class of indirect purchasers of amateur telescopes impacted by a conspiracy to fix prices and allocate markets for telescopes sold to consumers in the United States. A $32 million settlement was reached with one of the defendants and litigation is ongoing against the other named defendants.
- ***In re Vitamin C Antitrust Litigation.*** As lead counsel, secured a $54.1 million jury verdict in an antitrust price-fixing class action brought on behalf of direct purchasers of vitamin C against two Chinese vitamin C manufacturers in the first-ever case in which mainland Chinese companies were successfully sued under US antitrust law. The verdict was tripled as required by law and, after adjusting for $32.5 million in settlements with other defendants, a final judgment of $147 million was entered against the defendants. This antitrust price-fixing class action was later reviewed by the United States Supreme Court, which issued a unanimous 9-0 decision in favor of the plaintiffs.
- ***Behrehnd et al. v. Comcast***. Represented a class of 800,000 Comcast cable subscribers who alleged that between 2003 and 2008, Comcast and other cable companies entered into subscriber swaps and acquisitions that deterred over-builder competition and enabled Comcast to raise prices to supra-competitive levels, in violation of sections 1 and 2 of the Sherman Act. The parties settled for $50 million after remand of the case from the Supreme Court.
- ***Google AdWords Class Action.*** Obtained a $20 million settlement for a class against Google for breach of contract, unfair competition, and false advertising relating to Google's AdWords billing practices and related disclosures.
- ***White v. NCAA***. Served as co-lead counsel in an antitrust class action alleging that the NCAA violated the federal antitrust laws by restricting amounts of athletic based financial aid. The NCAA settled and paid, in addition to fees and expenses, $218 million for use by current student-athletes to cover the costs of attending college and paid $10 million to cover educational and professional development expenses for former student-athletes.

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SUSMAN GODFREY



Krysta Kauble Pachman

Partner

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Overview

Krysta Pachman has secured over $1.5 billion in trial verdicts and case settlements. She represents plaintiffs and defendants in high-stakes, complex commercial litigation, including class actions, patent cases, trademark & copyright matters, and other disputes. Ms. Pachman has scored massive trial wins, favorable settlements, and arbitration victories for her clients, who range from small businesses and individuals to Fortune 500 companies.

LANDMARK LITIGATION

Pachman secured an arbitration award in a judgment valued at over $1.03 billion after a AAA arbitration in New York City involving contract and Lanham Act claims on behalf of Everly Health. Serving as co-lead counsel, Pachman led her team to achieve the largest Lanham Act win in U.S. history: the arbitrator awarded Everly Health over $987 million. The defendant then moved to vacate the arbitration award, arguing that the award should be vacated because it is "over three times the largest Lanham Act award in history." In 2025, the court confirmed the arbitration award in a judgment valued at over $1.03 billion. Ms. Pachman's cross-examinations at the arbitration are available here.

Just a few months earlier, Ms. Pachman obtained another one of the biggest trial wins in the country, a $330 million Final Award for her client after completing a full arbitration hearing.

Ms. Pachman is now serving as co-lead counsel to the People of the State of California against online crypto-based sweepstakes casino, Stake.us, its owners, and Kick Streaming in a "historic" and "landmark" lawsuit regarding allegations that the named defendants have been operating or aiding an illegal gambling enterprise in California. Read more.

CLASS ACTION LEADERSHIP

Ms. Pachman has obtained hundreds of millions of dollars and impactful injunctive relief for plaintiffs in class action settlements thanks to her strategic focus, tireless work ethic, and ability to synthesize huge volumes of information into succinct, comprehensive facts and arguments.

Ms. Pachman previously secured a $100 million deal to resolve all claims in a class action relating to Pattern Energy's $6.1 billion sale to the Canada Pension Plan Investment Board, which is one of the largest Section 14(a) settlements in history. The complaint alleged that Pattern Energy omitted key details relating to the valuation of the company in the proxy statement and failed to disclose conflicts of interest to the detriment of shareholders. Read more.

In addition, Pachman secured class certification on behalf of victims of sex trafficking in a class action against MindGeek, the parent company of Pornhub (now Aylo). The complaint alleges that MindGeek unlawfully has received and distributed child pornography under Section 2255 and financially benefitted from sex trafficking under Section 1595.

In the landmark copyright action, *Ferrick, et al. v. Spotify USA,* Ms. Pachman was an integral part of a trial team that secured a settlement valued at more than $100 million dollars, including a $43.45 million cash settlement fund and an agreement to pay future royalties to settle a class-action lawsuit with Spotify brought on behalf of music copyright owners. This case made national news, receiving press from *Billboard, Forbes, and Reuters*.

Ms. Pachman was also part of a team that secured a $40 million settlement for a class of derivatives traders in *Timber Hill v. Pershing Square Capital Management, L.P., et al*. Timber Hill alleged Defendants violated federal securities laws through their illicit insider trading and front-running scheme that damaged Timber Hill and other investors by artificially deflating the value of options and equity forwards traded by Timber Hill and Class Members. This is the largest ever stand-alone options settlement and the largest ever Section 20A options settlement.

RECOGNITION AND BACKGROUND

For these wins and more, Ms. Pachman has been recognized by the nation's leading legal publications. She has been named a Lawyer on the Fast Track by *The Recorder* as part of its 2026 California Legal Awards. Ms. Pachman has also been named among *National Law Journal's* Elite Women of the Plaintiffs' Bar (2025), part of the nation's Top 250 Woman Lawyers by *Benchmark Litigation* (2023, 2024, 2025), and was included on its 40 and Under Hot List four years in a row (2021-2023). *Law360* has called her a Class Action Rising Star (2023) and *Lawdragon* recognized her on both their 500X

list – a compilation of the "next generation of leading lawyers" (2023, 2024, 2025) and among its top 500 Leading Litigators (2023 – 2026).

Ms. Pachman is also recognized as a Top Woman Lawyer in California by *The Daily Journal* (ALM, 2022) and a Rising Star of the Plaintiffs Bar by *National Law Journal's* Elite Trial Lawyers (ALM, 2021). *The Recorder* named her a California Trailblazer in (ALM, 2020), and *Best Lawyers* called her "One to Watch, Commercial Litigation" (Woodward White, Inc., 2021-2026).

Prior to joining Susman Godfrey, Ms. Pachman served as a Law Clerk to the Honorable Philip S. Gutierrez in the U.S. District Court for the Central District of California.

Notable Representations

Arbitration

- **Everly Health Litigation (AAA Arbitration)** Served as co-lead counsel to Everly Health, in a AAA arbitration in New York. After extensive discovery and depositions, at trial, Ms. Pachman handled four direct examinations and five cross examinations, including the Lanham Act expert. After the hearing, the arbitrator awarded Everly more than $987 million – widely acknowledged to be one of the largest trial wins that year. The defendant then moved to vacate the arbitration award in the District of Delaware, arguing that the award should be vacated because it is "over three times the largest Lanham Act award in history." The Court later confirmed the arbitration award in a judgment valued at over $1.03 billion.
- **Confidential Energy Industry Arbitration.** Obtained one of the biggest trial wins in the country – a $330 million Final Award – for one of the largest independent power producers in the country after completing a full arbitration hearing. In a turbo-charged case that went to trial less than six months after filing the complaint, Ms. Pachman took an active role in trial, taking numerous witnesses, including the respondent's CEO.
- **Kansas City Power & Light (KCPL)** Played a key role in this confidential arbitration on behalf of KCPL, delivering the opening statement, putting up her client's expert, crossing the other side's expert, and handling all depositions and pre-and post-hearing briefing. The panel unanimously ruled in KCPL's favor, awarding full damages. After the arbitration, KCPL's Director said, ***"Krysta absorbed a lot of technical information, digested it, and helped the team understand the challenges with our case. [She] developed and recommended strategies and stood [her] ground when the other side and their expert tried to bully [her]. Krysta's professionalism and skill was essential to the outcome we received from the panel."***

Intellectual Property

- ***Ferrick et al. v. Spotify USA* (S.D.N.Y.)**. Secured both a $43.45 million cash fund and an agreement to pay future royalties to settle a copyright class-action lawsuit with Spotify brought on behalf of music copyright owners. This ground-breaking case gained national media attention, receiving press from *Billboard*, *Forbes*, and *Reuters*. Read more.
- ***ZiiLabs v. Apple and Samsung* (E.D. Tex.)** Represented ZiiLabs, a subsidiary of the Singapore-based media company Creative Technologies, Ltd. Ziilabs brought claims for patent infringement of its patents related to graphics processing technology developed originally by 3DLabs. Pachman took and defended key depositions in this matter, prepared and argued key motions in *limine*, defeated summary judgment and successfully opposed Daubert motions. The case settled on the eve of trial after Apple had taken a license.
- ***Sentius v. Microsoft* (N.D. Cal.)** Represented Sentius against Microsoft in a patent infringement suit involving automated database technology. Pachman handled the Daubert motions in this matter. The case settled on highly favorable terms within 24 hours of the court issuing orders on those motions.
- ***Westmoor v. Ganga* (C.D. Cal.)** Represented Westmoor in this copyright and trademark infringement suit. Ms. Pachman briefed cross-motions for summary judgment in this case, which settled on favorable terms shortly after motion for summary judgment briefing

Privacy

- ***Jane Doe v. MindGeek USA Incorporated et al*. (C.D. Cal.)** Filed a class action against PornHub parent company, MindGeek, alleging MindGeek has violated federal sex trafficking and child pornography laws by knowingly profiting from thousands of pornographic videos featuring persons under the age of 18. Ms. Pachman obtained class certification of a class of tens of thousands of victims who were depicted in CSAM on MindGeek's websites. Read more.
- ***In re Accellion Data Breach Litigation* (N.D. Cal.)** Appointed as co-lead counsel to a nationwide class of individuals suing Accellion, Inc., after their personal information was exposed in one of the largest data breaches during the last several years. Pachman's team has defeated the defendant's motion to dismiss and the litigation is ongoing.
- ***In Re Blackbaud, Inc., Customer Data Security Breach Litigation* (D.S.C.)** Appointed co-lead counsel in this multi-district litigation, which relates to a massive data breach. Blackbaud, a cloud computing provider, maintains consumer data on behalf of thousands of non-profit corporations, hospitals, and educational institutions. Read more.

Securities

- ***In re Pattern Energy Group Inc. Stockholders Litigation*** **(D. Del.)** Secured a $100 million deal on behalf of plaintiffs in a class action relating to Pattern Energy's $6.1 billion sale to the Canada Pension Plan Investment Board. The complaint alleged that Pattern Energy omitted key details relating to the valuation of the company in the proxy statement and failed to disclose conflicts of interest to the detriment of shareholders.
- ***Timber Hill v. Pershing Square Capital Management, L.P., et al.*** **(C.D. Cal.)** Secured a $40 million settlement for a class of derivatives traders in Timber Hill v. Pershing Square Capital Management, L.P., et al. Timber Hill alleged Defendants violated federal securities laws through their illicit insider trading and front-running scheme that damaged Timber Hill and other investors by artificially deflating the value of options and equity forwards traded by Timber Hill and Class Members. This is the largest ever stand-alone options settlement and the largest ever Section 20A options settlement.
- ***Pino v. Grant Cardone & Cardone Capital*** **(C.D. Cal.)** Prevailed at the Ninth Circuit on defendants' motion to dismiss on behalf of a class of investor plaintiffs who invested in real estate syndication business, Cardone Capital. This is the first case to analyze whether social media posts, considered "test the waters" communications under federal securities laws, can give rise to Section 12 liability for purposes of a Regulation A+ offering.
- ***Schulein, et al. v. Petroleum Development Corp., et al.*** **(C.D. Cal)** Represented plaintiffs in this class action litigation on behalf of more than 7,000 limited partners who invested in 12 oil and gas limited partnerships. Plaintiffs alleged the defendants made false and misleading statements and omitted material information regarding the value of the assets held by the partnerships in proxy statements used to solicit votes in favor of mergers that caused the investors to be cashed out of their investments. On the eve of trial, the case settled for $37.5 million, with the class receiving approximately $24 million. Read more.

Antitrust

- ***Lithium-Ion Batteries Antitrust Litigation*** **(N.D. Cal.)** Defended more than twenty depositions in this nationwide antitrust class action brought against the world's largest manufacturers of lithium-ion batteries, which power virtually every laptop computer, cell phone, smartphone, digital music player (e.g., iPods), tablet device (e.g., iPads), digital camera and camcorder, and cordless power tool used today. The suit alleges that the defendants engaged in a long-running conspiracy over more than a decade to unlawfully fix, raise and stabilize prices of lithium ion batteries.
- ***In re Qualcomm Antitrust Litigation*** **(N.D. Cal.)** Serve as counsel for one of the largest-ever certified consumer classes, which encompasses

nearly all U.S. cellular phone purchasers, all of whom have been impacted by Qualcomm's anti-competitive conduct.

Other Complex Commercial Litigation

- ***The People of the State of California, Plaintiff, vs. Sweepstakes Ltd. D/B/A Stake.Us, et. al.*** **(Superior Court of the State of California, City of Los Angeles)** Represent of the People of the State of California against online crypto-based sweepstakes casino, Stake.us, its owners, Kick Streaming in a "historic," "landmark," and "revolutionary" lawsuit regarding allegations that the named defendants have been operating or aiding an illegal gambling enterprise in California. Read more.
- ***North American COI*** **(S.D. Iowa)** Secured a settlement on the eve of trial for benefits totaling $61.3 million, including $59 million in monetary payments to class members (before fees and expenses), in an insurance breach of contract class action on behalf of a class of policy holders against North American Life and Health Insurance Company.
- ***General Motors LLC Ignition Switch Litigation*** **(SD.N.Y.)** Represented plaintiffs in this massive class action against General Motors, hundreds of suits were consolidated into a federal multidistrict litigation in New York over an ignition switch defect in GM vehicles, which causes the engine to switch off during use and disable the car's air bags. Pachman worked with a team of Susman Godfrey lawyers on the sixth personal injury bellwether case, which settled favorably on eve of trial. This case received substantial press from outlets such as *The Wall Street Journal*.
- ***Taylor v. Shippers Transport Express*** **(C.D. Cal.)** Served as counsel to Shippers Transport Express and SSA Marine in a misclassification case. Susman Godfrey was retained to assist with trial preparation, and the case settled on favorable terms just before trial.

Honors & Distinctions

- Lawyer on the Fast Track, California Legal Awards, *The Recorder* (2026, ALM)
- Elite Women of the Plaintiffs' Bar, *National Law Journal's* Elite Trial Lawyers (2025)
- *Lawdragon* 500 Leading Lawyer (2024, 2025)
- *Lawdragon* 500 Leading Litigator (2023, 2024, 2025, 2026)
- Litigation Star, Benchmark Litigation (2025)
- Top 250 Women in Litigation, Benchmark Litigation (2023, 2024 Euromoney)
- 40 and Under Hot List, Benchmark Litigation (2020, 2021, 2022, 2023, 2024 Euromoney)
- Lawdragon 500X – The Next Generation of Leading Lawyers (2023)

- Class Action Litigation Rising Star, Law360 (2023)
- Rising Star of the Plaintiff's Bar, *National Law Journal* (2023, ALM)
- Top Woman Lawyer, *Daily Journal* (2022, Daily Journal Corp.)
- Future Star, Benchmark Litigation (2022, 2023 Euromoney)
- *Lawdragon* 500 Leading Plaintiff Financial Lawyers (2021, 2022, 2023, 2024, 2025, 2026)
- One to Watch, Commercial Litigation *Best Lawyers* (2021, 2022, 2023, 2024, 2025, 2026 Woodward White, Inc.)
- Top 40 Under 40, *Daily Journal* (2021, Daily Journal Corp.)
- Rising Star of the Plaintiffs Bar, *National Law Journal's* Elite Trial Lawyers (2021, 2023 ALM)
- California Trailblazer, *The Recorder* (2020, ALM)
- Recommended Lawyer, Dispute Resolution: General Commercial Disputes, The Legal 500, (2019, Legal 500)
- Next Generation Woman Leader in Tech Law, *The Recorder* (2018, ALM)
- Southern California Rising Star, *Super Lawyers* (2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025; Thomson Reuters)
- UCLA Law Review, Chief Comments Editor, Vol. 58

Clerkships

Honorable Philip S. Gutierrez, United States District Court for the Central District of California

Education

UCLA School of Law (J.D.)

Northwestern University (B.A., Political Science and Communication Studies, magna cum laude)

Admissions

Bar Admissions

- California
- Kansas

SUSMAN GODFREY



Davida Brook

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Overview

"Davida Brook is one of the best lawyers there is. A steadfast advisor, a brilliant legal mind, and she fights like hell to win."
John Poulos, CEO of Dominion Voting Systems

"Davida Brook is one of strongest litigators I have ever worked with. She is deeply creative, a true client partner and is deeply invested in building relationships.'"
Chambers

"Davida has great litigation instincts, she's great at understanding when to push or not. She is also always there to listen to concerns."
Chambers

"Intelligent, articulate, and always well prepared. There isn't anyone I'd rather have representing me at trial."
Steven Lamar, Beats by Dre concept creator & Founder, ROAM Audio

"Davida is tremendous on her feet."
Chambers

"Davida has amazing commercial knowledge."
Chambers

"Davida is the rare litigator who is as formidable on a complex legal brief as she is in front of a jury or a camera. She sees three moves ahead, keeps her composure when the stakes are highest, and makes you feel like the most important client she has."

Ann Fandozzi, former CEO of Ritchie Brothers, current CEO of Convergint

Ms. Brook addresses a crowd of reporters at the Dominion v. Fox settlement announcement

When a case will be decided as much in the court of public opinion as in the court of law, companies and individuals turn to Davida Brook. Litigating cases that shape industries and define the boundaries of modern media, the first amendment, and intellectual property law, she is trusted by major corporations and high-profile individuals at moments of extraordinary legal, business, and reputational consequence. She is known for counselling her clients through those bet-the-company moments, wherever they may arise.

In 2026, Chambers and Partners ranked Ms. Brook Band 1 in California for Litigation, and *Forbes* named her to its list of America's Top Lawyers and its inaugural list of America's Top Women Lawyers. These recognitions place her among the most highly regarded trial lawyers in the country.

INTELLECTUAL PROPERTY & ARTIFICIAL INTELLIGENCE

Ms. Brook has rapidly built one of the most active AI and content-rights dockets in the country, representing the creators and publishers whose work underpins the raw material of the AI economy. She is co-lead counsel to *The New York Times* in its landmark copyright suit against Microsoft and OpenAI – the first case brought by a major newspaper publisher against the developers of a large language model. A year into that dispute, the Southern District of New York tapped her to serve as Liaison Counsel for all News Plaintiffs in the consolidated multidistrict litigation, *In re OpenAI, Inc. Copyright Infringement Litigation*, which now encompasses claims by more than a dozen publishers and rights holders.

Making waves in this groundbreaking litigation, Ms. Brook's team defeated OpenAI and Microsoft's motions to dismiss various claims, negotiated first-of-their-kind protocols for inspecting petabyte-scale AI training data, and secured court orders requiring the production of everything from Sam Altman's DMs to more than 100 million ChatGPT output logs. Ms. Brook has also led the push to compel deposition testimony from the Defendants' most senior executives including OpenAI CEO Sam Altman and President Greg Brockman, as well as Microsoft CEO Satya Nadella and CFO Kevin Scott.

Ms. Brook's work in this area also includes representing: Encyclopedia Britannica & Merriam-Webster in copyright and trademark claims against Perplexity AI, alleging that the company's "answer engine" copies the publishers' content and diverts the traffic they depend on; Nielsen's Gracenote

in a copyright suit alleging that OpenAI copied not only its entertainment metadata but the relational framework that makes the data valuable; and Penske Media Corporation, publisher of *Rolling Stone, Variety, Billboard, The Hollywood Reporter*, and *Deadline*, in a novel antitrust action alleging that Google abuses its search monopoly to force publishers to surrender their content for AI Overviews as the price of appearing in search results (the first time a major U.S. publisher has taken Google to court over AI search).

DEFAMATION & MEDIA

Since 2020, Ms. Brook has served as co-lead counsel to Dominion Voting Systems in its defamation suits against the media outlets and individuals who falsely claimed Dominion's machines rigged the 2020 presidential election – now the most consequential body of defamation litigation in modern U.S. history.

Watch Ms. Brook interviewed onCBS Mornings.

In 2023, just moments before a jury was set to hear opening arguments in Delaware Superior Court, Ms. Brook and her team secured a $787.5 million settlement from Fox News – the largest publicly known defamation settlement involving a media company in U.S. history. The result was covered as a defining moment for modern media law by *The New York Times* **("the latest extraordinary twist in a case … full of remarkable disclosures"**), *The Washington Post* (**"one of the most highly anticipated media trials in decades"**), and *The Wall Street Journal* (**"the case was set to test the contours of modern media law"**), Ms. Brook was named a Law.com Litigator of the Week for the landmark result.

Ms. Brook and her team went on to secure a $67 million settlement from Newsmax after defeating Newsmax's motion for summary judgment and obtaining rulings that more than two dozen of its broadcasts about Dominion were false. Ms. Brook and her team also secured confidential settlements with One America News Network, Sidney Powell, Rudy Giuliani, and Mike Linell/MyPillow, resolving claims that had each sought more than $1 billion in damages. These resolutions were made possible by earlier wins along the litigation path, including defeating every motion to dismiss filed by the defendants including Fox News, Fox Corp, Newsmax, OANN, Powell, Giuliani, Lindell, MyPillow, and Patrick Byrne. Ms. Brook continues to lead the case against Patrick Byrne toward trial. The Dominion cases represent the rare instance in which civil litigation has imposed real, large-scale accountability for the deliberate spread of falsehoods.

Ms. Brook has handled other high-profile defamation matters for well-known clients, including securing a $203 million award for billionaire hedge-fund founder Louis Bacon. Ms. Brook owes her start in this area to having had the privilege of defending survivors who spoke out in the MeToo movement only to be met with expensive and silencing defamation lawsuits

CLASS ACTIONS & SURVIVOR ADVOCACY

In *Doe v. MindGeek USA Inc.*, Ms. Brook is one of two lead partners representing a certified class of survivors against MindGeek (now Aylo) – parent of Pornhub and the largest online pornography company in the world – for hosting, distributing, and monetizing images of class members as minors in violation of federal sex-trafficking and child sexual abuse material laws. The case has produced two precedent-setting rulings: a 2021 order denying MindGeek's motion to dismiss on Section 230 grounds (an extraordinary outcome under a statute that has long shielded internet platforms) and a 2023 order certifying an international class covering tens of thousands of victims, believed to be the first class certification of its kind against an internet platform.

OTHER COMMERCIAL & ENTERTAINMENT DISPUTES

Ms. Brook previously represented Sony Pictures in its breach-of-contract battle with CBS over the distribution of *Jeopardy!* and *Wheel of Fortune*, among the most valuable franchises in television. The court denied CBS's bid for a preliminary injunction and found Sony likely to prevail. The pivotal ruling reshaped control of the shows' distribution.

Ms. Brook also led an arbitration before three retired federal judges which resulted in a $59.6 million award for client, Ann Fandozzi, the former chief executive of RB Global (Ritchie Bros.), after the company failed to honor its compensation commitments to her – among the largest executive-compensation arbitration awards of its kind

PUBLIC SERVICE, PRO BONO & DEDICATION TO THE COMMUNITY

Ms. Brook is part of the Susman Godfrey team representing the American Bar Association in its lawsuit challenging the presidential administration's policy of issuing executive orders targeting law firms for the clients they represent. Ms. Brook is likewise part of the Susman Godfrey team representing 35 retired federal judges who took objection with the Trump Administration's $1.8 billion "anti-weaponization fund"—filing a brief that resulted in the Court overseeing that case to reopen it for further scrutiny.

Working pro bono, Ms. Brook successfully represented then-Arizona Secretary of State Katie Hobbs and Wisconsin Governor Tony Evers, among others, in litigation seeking to block the counting of lawfully cast votes in the 2020 election. In one such suit, Ms. Brook and her team successfully defended Governor Evers from a lawsuit brought by President Trump, securing dismissal following a bench trial.

In addition to her robust docket of cases, Ms. Brook actively participates in a range of legal and philanthropic organizations in Los Angeles and nationwide. Among them, she serves on the board of both the Federal Bar Association and The Willows Community School. During her time at Stanford Law School, Ms. Brook co-founded Building a Better Legal Profession, a national organization

that promotes diversity within the legal profession by compiling and publishing data on law firms' commitment to the retention and promotion of women and minority attorneys to full equity partner.

Notable Representations

Defamation

- ***US Dominion Inc. et al. v. Fox News Network LLC.*** Serving as co-lead counsel, secured a historic $787.5 million settlement to resolve client, Dominion Voting System's, defamation lawsuit against Fox news Network. Ms. Brook is prosecuting similar defamation claims on behalf of Dominion against Rudy Giuliani, Sidney Powell, Mike Lindell/MYPillow, Patrick Byrne, One America News Network (OAN) and Newsmax TV.
- ***Bacon v. Nygard et al., Nygard Int'l Partnership v. Feralio et al., McKinney v. Bacon et al., Moore v. Bacon.*** Representing billionaire hedge fund founder, Louis Bacon, in a series of disputes involving billionaire fashion tycoon, Peter Nygard. Ms. Brook helped secured a $203 million settlement to resolve one of the high profile cases against Nygard. These cases, which span the country, involve legal issues at the heart of many entertainment-related disputes, including defamation claims and anti-SLAPP motions. Read more here.
- ***Rosette Pambakian v. Gregory Blatt et al.*** Serving as counsel to former Tinder CEO, Greg Blatt, regarding allegations that a former Tinder marketing executive was unlawfully fired after she was sexually harassed. Mr. Blatt counter-sued for defamation, which was challenged via an anti-SLAPP motion. Ms. Brook secured a ruling that Mr. Blatt could move forward with his defamation claims.
- **Various #metoo Related Suits.** Served as counsel in several #metoo related lawsuits, all of which settled out of court or before trial.

Intellectual Property

- ***New York Times Co. v. Microsoft Corp. et al.*** Serving as co-lead counsel to the New York Times in a landmark copyright infringement matter against Microsoft and OpenAI over allegations that the defendants illegally used millions of its articles to train ChatGPT. Read more.
- ***Jibe Audio LLC et al. v. Pentagram Design Inc. et al.*** Obtained a $25 million verdict for Steve Lamar after a three-week trial in LA Superior Court on his claims he was owed royalties from music moguls Dr. Dre and Jimmy Iovine on the sale of Beats Electronics headphones. Ms. Brook played an instrumental role at trial; one of her most significant contributions was a multi-day direct examination of leadoff witness, Steve Lamar. She also paved the way for the jury trial to happen after a key appellate argument in which she convinced the California Court of Appeal to reverse a summary judgment order against her client. Ms. Brook and

her team were also awarded another $9 million in attorney's fees, plus an ongoing royalty on the Studio 3 headphone that is still in production.

- ***Vaporstream Inc. v. Snap Inc.*** Represented Vaporstream Inc. in a lawsuit against Snapchat parent company Snap Inc. for patent infringement on a number of patents related to methods to reduce the traceability of electronic messages. Ms. Brook was instrumental in fending off Snapchat's attempts to dismiss the case and shepherding it towards trial. The case was resolved just before trial.
- ***Cortex MCP, Inc. v. Visa, Inc.*** Patent infringement matter against Visa, Inc., by which Cortex, alleges that Visa is infringing upon Cortex's patents related to tokenization technology.

Class Actions

- ***Jane Doe v. MindGeek USA Incorporated et al***. Filed a class action against PornHub parent company, MindGeek, alleging MindGeek has violated federal sex trafficking and child pornography laws by knowingly posting, enabling the posting of and profiting from thousands of pornographic videos featuring persons under the age of 18. Ms. Brook overcame Section 230 at motion to dismiss, and certified an international class of at least tens of thousands of victims.
- ***Johnson, et al., v. Zillow; Rachel Kremer v. Zillow; Jennifer Young v. Zillow; Ashley Boehler and James Friedrich v. Zillow.***Represented Zillow in various employment matters, including a class action claiming unpaid overtime. Ms. Brook coordinated the defense of the company in response to various disputes brought by nearly a dozen former employees in federal court. Ms. Brook managed all stages of the litigation and secured several key victories for Zillow. Read more here.
- ***Schulein, et al. v. Petroleum Development Corp., et al.*** Represented a class of more than 7,000 limited partners who invested in 12 oil and gas limited partnerships. Plaintiffs alleged the defendants made false and misleading statements and omitted material information regarding the value of the assets held by the partnerships in proxy statements used to solicit votes in favor of mergers that caused the investors to be cashed out of their investments. On the eve of trial, the case was settled for $37.5 million, with the class receiving approximately $24 million.

Election Litigation

- ***Tyler Bowyer et. al. v. Doug Ducey, et al.*** and ***Trump v. The Wisconsin Elections Commission, et al***.Working pro bono, Ms. Brook successfully represented Arizona Secretary of State Katie Hobbs and Wisconsin Governor Tony Evers in litigation brought to try and prevent the counting of every vote cast in the 2020 presidential election. The two cases brought by a team of lawyers led by Sydney Powell (one in AZ and

one in WI) were dismissed after Ms. Brook and her team filed a motion to dismiss.

- ***William Feehan And Derrick Van Orden v. Wisconsin Elections Commission.*** Defended the Wisconsin Elections Commission in case brought by former president Donald Trump in Wisconsin against Governor Evers. Ms Brook took the matter to a one-day bench trial during which she defended the Governor against Mr. Trump's claims of voter fraud. After hearing the evidence and argument, the judge rejected the case on the merits and dismissed it. The dismissal followed earlier attempts by Mr. Trump to have cases heard as original actions in the WI Supreme Court, all of which were rejected.

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Honors & Distinctions

- Leading Lawyer, Litigation: Mainly Plaintiffs, Chambers USA (2026)
- Named Among the Nation's Top 200 Women Lawyers, *Forbes* (2026)
- Los Angeles Elite – Commercial Disputes, Legal 500 (2026)
- Named Among America's Top 250 Lawyers 2025, *Forbes* (2025)
- *Lawdragon* 500 Leading Litigator (2023, 2024, 2025, 2026)
- *Lawdragon* 500 Leading Lawyer (2024, 2025)
- Titan of the Plaintiff's Bar, *Law360* (2024)
- Elite Women of the Plaintiffs Bar, *National Law Journal* Elite Trial Lawyers (2024, ALM)
- Named Among the Nation's Top 200 Lawyers, *Forbes* (2024)
- Top 100 AI and Legal Tech Advisor, *Lawdragon* (2024)
- *Lawdragon* Leading Plaintiff Financial Lawyer (2020, 2021, 2022, 2023, 2024, 2025, 2026)
- Finalist – Attorney of the Year, *The Recorder* (2023, ALM)
- Top 250 Women in Litigation, Benchmark Litigation (2023, 2024 Euromoney)
- Media & Entertainment Litigation MVP, *Law360* (2023)
- Top 100 Lawyer, *Daily Journal* (2023, 2022, Daily Journal Corp.)
- Top Plaintiffs Lawyer, *Daily Journal* (2023, Daily Journal Corp.)
- Top Woman Lawyer, *Daily Journal* (2023, 2021, 2017, Daily Journal Corp)
- Litigator of the Week, Law.com (2023, ALM)
- Future Star, Benchmark Litigation (2022, 2023 Euromoney)
- Rising Star, General Commercial Disputes, The Legal 500 (2019)

SUSMAN GODFREY

- Next Generation Woman Leader in Tech Law, *The Recorder* (2018, ALM)
- Top 40 Lawyers Under 40 in California, *Daily Journal* (2018, Daily Journal Corp.)
- Rising Star, *Super Lawyers* Southern California (Thomson Reuters, 2016-2024)
- Stanford Law and Policy Review, Member and Editor
- Stanford Public Interest Fellow
- Phi Beta Kappa Society

Clerkships

Honorable Raymond C. Fisher, United States Court of Appeals for the Ninth Circuit

Education

Stanford Law School (J.D.)

Columbia University (B.A., magna cum laude)

Admissions

Bar Admissions

- California

Court Admissions

- U.S. District Court for the Central District of California
- U.S. District Court for the Northern District of California
- U.S. District Court for the Eastern District of California
- U.S. District Court for the Southern District of California
- U.S. District Court for the Eastern District of Texas
- U.S. Court of Appeals for the Second Circuit
- U.S. Court of Appeals for the Seventh Circuit
- U.S. Court of Appeals for the Ninth Circuit

Leadership & Professional Memberships

- Board of Directors, Building a Better Legal Profession

SUSMAN GODFREY



Halley Josephs

Partner

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Overview

Halley Josephs is a leading trial lawyer who represents plaintiffs and defendants in complex business disputes and other high-stakes cases across the United States. She counsels clients through every stage of litigation and arbitration—from the evaluation of potential claims and development of case strategy through trial—and has tried multiple cases to verdict in the past several years. Her experience spans a wide range of practice areas, including antitrust, contract disputes, consumer protection, employment, intellectual property, False Claims Act, and class action litigation.

In recognition of her accomplishments, Halley has been named one of the Top Women Lawyers in California and a California Lawyer Attorney of the Year by *The Daily Journal*, a Next Generation Leading Lawyer by *Lawdragon*, and a Rising Star of the Plaintiffs' Bar by *National Law Journal*'s Elite Trial Lawyers.

LITIGATION HIGHLIGHTS

Halley currently represents Penske Media Corporation – owner of iconic media brands including *Variety*, *Rolling Stone*, *Billboard* and *The Hollywood Reporter* – and educational publisher Chegg in antitrust lawsuits asserting that Google has unlawfully maintained and exploited its monopoly in search to appropriate publisher content for its AI products.

Halley also serves as Interim Co-Lead Class Counsel in the *In re MultiPlan Health Insurance Provider Litigation* MDL (N.D. Ill.), a significant antitrust class action on behalf of healthcare providers alleging that major health insurers colluded with pricing intermediary MultiPlan to unlawfully suppress payments for out-of-network healthcare services. Halley and her team defeated defendants' motion to dismiss in 2025, and the case is now in discovery. Read more.

In recent years, Halley has helped secure over $400 million in recoveries for her clients, including millions in settlements for universal life insurance policyholders in breach-of-contract class actions against some of the nation's

leading insurers, such as AXA and North American. Halley is currently litigating putative class actions against other insurers as well, including John Hancock, Midland, Wilton Re, Talcott, and Sun Life.

Earlier in her career, Halley defended Uber Technologies in the "Tech Trial of the Century," in which Waymo claimed more than $2 billion in damages for alleged trade secret theft. The Susman Godfrey team was brought on by Uber only months before the jury trial, achieving a key victory by successfully arguing for the exclusion of Waymo's expert damages opinions. The case settled during the first week of trial. *Benchmark Litigation* awarded Halley and the Susman Godfrey team National Impact Case of the Year for their work on this matter. Read more.

PRO BONO & COMMUNITY INVOLVEMENT

Halley is active in the Los Angeles legal community; she currently serves on the board of the Association of Business Trial Lawyers.

Halley also maintains an active pro bono practice. She has argued and won multiple appeals for pro bono clients before the Ninth Circuit involving Takings Clause challenges to COVID-19 eviction ordinances in Los Angeles and San Diego. The *Daily Journal* profiled Halley and her colleagues for their work in this area and named her a California Lawyer Attorney of the Year in 2023. Halley also received a Pro Bono Award from Neighborhood Legal Services of Los Angeles County in recognition of this work. Read more in the *San Francisco Chronicle* and *Law360*.

BACKGROUND

Halley joined Susman Godfrey after clerking for Judge Patty Shwartz of the U.S. Court of Appeals for the Third Circuit and Judge Anita B. Brody of the U.S. District Court for the Eastern District of Pennsylvania. She earned her J.D. from Yale Law School and her B.A. with distinction and Phi Beta Kappa from the University of Virginia.

Notable Representations

Antitrust

- ***Penske Media Corp. et al. v. Google LLC*** *and* ***Chegg, Inc. v. Google LLC*** **(D.D.C.)**: Representing leading media and educational publishing companies in cases asserting that Google has unlawfully maintained and exploited its monopoly in general search services to appropriate educational publisher content supplied for search indexing to operate AI generated search result overviews and other non-search features.
- ***In re MultiPlan Health Insurance Provider Litigation MDL*** **(N.D. Ill.)**: Appointed Interim Co-Lead Class Counsel in antitrust class action on behalf of healthcare providers alleging that major health insurers colluded

with pricing intermediary MultiPlan to unlawfully suppress payments for out-of-network healthcare services.

Business Disputes

- ***INTO USF LP, et al. v. USF Financing Corp., et al.* (Florida State Court)**: Representing an international education organization in a breach-of-contract case against the University of South Florida for improperly terminating the parties' long-term agreements to recruit and educate international students at the university. In 2025, Halley argued and defeated the university's primary *Daubert* motion seeking to exclude her client's damages expert from testifying at trial.
- **Confidential Restaurant Industry Arbitration**: Represented an LA-based restaurant industry client in a dispute with a major delivery platform over contractual pricing and exclusivity rights. The dispute was resolved in her client's favor after a week-long arbitration, where Halley examined five witnesses and presented closing arguments.
- ***Capitol Hill Group v. DCA Capitol Hill LTAC, LLC, et al.* (D.C. Superior Court)**: Represented Capitol Hill Group, a family-owned commercial real estate company, in a contract dispute. Following a week-long bench trial, Halley and her team secured a complete victory on CHG's contract claims plus an award of attorneys' fees and expenses, defeating an $18 million counterclaim and recovering $5.8 million for CHG.
- **Confidential Sports Arbitration**: Achieved a landmark win for a major sports agency in a confidential arbitration concerning the departure of agents to a competing agency.
- ***Vertical Aviation v. Government of Trinidad and Tobago* (S.D.N.Y.)**: Represented an international aviation financing and leasing company in breach-of-contract actions to recover more than $40 million in damages from various lessees. Halley led mediations which resulted in confidential settlements on favorable terms.
- ***Waymo LLC v. Uber Technologies, Inc.* (N.D. Cal.)**: Defended Uber Technologies in the "Tech Trial of the Century," in which Waymo claimed more than $2 billion in damages for alleged trade secret theft. The Susman Godfrey team was brought on by Uber only months before the jury trial, achieving a key victory by successfully arguing for the exclusion of Waymo's expert damages opinions. The case settled during the first week of trial.

Class Actions & False Claims Act

- ***Jane Doe v. MindGeek USA Inc. et al.* (C.D. Cal.)**: Secured class certification on behalf of survivors of child pornography against Pornhub parent company, MindGeek, alleging MindGeek has violated federal sex trafficking and child pornography laws by knowingly posting, enabling the

posting of and profiting from thousands of pornographic videos and images featuring persons under the age of 18.

- ***In re AXA COI Litigation* (S.D.N.Y.)**: Secured a $307.5 million settlement for a certified class of plaintiffs who challenged AXA's increases to cost-of-insurance charges for certain flexible-premium life insurance policies covering elderly insureds.
- ***PHT Holding II LLC v. North American Company for Life and Health Insurance* (S.D. Iowa)**: Secured a $59 million settlement for a certified class of plaintiffs who challenged North American's failure to decrease cost-of-insurance charges for certain flexible-premium life insurance policies.
- **False Claims Act - Medicare & Medicaid Overcharges By Walgreens and USA Drug (N.D. Okla.)**: Secured a $16 million settlement on behalf of a *qui tam* whistleblower in a False Claims Act case alleging that Walgreens, Stephen L. LaFrance Holdings, Inc., and several companies that were part of USA Drug, a regional pharmacy chain, knowingly overbilled Medicare Part D, Medicaid and other government health programs millions of dollars by unlawfully charging more for generic drugs than the customary prices paid by individuals without prescription drug insurance.

Honors & Distinctions

- Los Angeles Elite – Commercial Disputes, Legal 500 (2026)
- Lawdragon 500 X – The Next Generation (*Lawdragon*, 2023, 2024, 2025, 2026)
- Top Woman Lawyer, *Daily Journal* (Daily Journal Corp, 2023)
- California Lawyer Attorney of the Year, *Daily Journal* (Daily Journal Corp, 2023)
- Rising Star, *Super Lawyers* Southern California (Thomson Reuters, 2023, 2024, 2025)
- Rising Star of the Plaintiffs Bar, *National Law Journal*'s Elite Trial Lawyers (ALM, 2022)
- Recipient of National Impact Case of the Year Award by Benchmark Litigation (2019)
- Yale Law School Coker Fellow, Torts, Professor Douglas Kysar
- Teaching Assistant to the Honorable Stefan R. Underhill (D. Conn.), Complex Civil Litigation, Yale Law School
- Articles Editor, *Yale Journal on Regulation*
- Raven Society, University of Virginia

Clerkships

Honorable Patty Shwartz, United States Court of Appeals for the Third Circuit

Honorable Anita B. Brody, United States District Court for the Eastern District of Pennsylvania

Education

Yale Law School (J.D., 2014)

The University of Virginia (B.A., with distinction, 2011)

- Phi Beta Kappa

Admissions

Bar Admissions

- California
- New York

Court Admissions

- U.S. Court of Appeals for the Second Circuit
- U.S. Court of Appeals for the Third Circuit
- U.S. Court of Appeals for the Ninth Circuit
- U.S. District Court for the Central District of California
- U.S. District Court for the Northern District of California
- U.S. District Court for the Eastern District of New York
- U.S. District Court for the Southern District of New York

SUSMAN GODFREY



Emily Cronin

Associate

Los Angeles
(310) 789-3100
ECronin@susmangodfrey.com

Overview

Emily Cronin represents plaintiffs and defendants in high-stakes, complex civil litigation covering a wide array of practice areas. She has handled cases involving copyright and patent infringement, federal sex trafficking and child pornography, false claims, defamation, contract disputes, fraud, and environmental law, and secured victories for her clients in federal, state, and Delaware Chancery court and in arbitrations. No matter the subject area, Emily confidently tackles complicated issues and translates them into winning arguments for her clients.

HIGH STAKES LITIGATION

Emily secured a defense victory after a three-day trial in the Delaware Chancery Court arising from a private equity firm's auction of a short line railroad. The Court rejected the plaintiff's breach of contract and good faith and fair dealing claims against Emily's client, the railroad, found breach by a different private equity defendant represented by another firm, and rejected the plaintiff's $55 million damages model as speculative.

Emily currently represents *The New York Times* in its groundbreaking copyright infringement lawsuit against OpenAI and Microsoft over allegations that the companies illegally used millions of *Times* articles to train their generative AI models, including ChatGPT. The landmark complaint marked the first time a newspaper publisher sued the developers of a large language model alleging that the model unlawfully trained on the newspaper's copyrighted content and that responses to user queries are unlawfully reproducing the newspaper's content. In April 2025, the case was consolidated into an MDL in the Southern District of New York and the Susman Godfrey team was appointed to serve as liaison to the newspaper plaintiffs. Read more in the *Wall Street Journal*.

Emily also represents a class of plaintiffs in a class action against Pornhub's parent company, MindGeek, over allegations that MindGeek violated federal sex trafficking and child pornography laws by knowingly posting, enabling the

posting of, and profiting from tens of thousands of pornographic videos and images featuring persons under the age of 18. The team has thus far overcome Section 230 at motion to dismiss and certified an international class of at least tens of thousands of victims.

Emily previously represented a group of relators in their California False Claims Act suit against a large international construction contractor and secured a favorable settlement for her clients. In her first and second years of practice, Emily argued and won summary judgment and discovery motions and took and defended dozens of key depositions, including of both side's damages experts.

In a patent infringement suit, Emily and her team represented the plaintiff who accused pornography provider MindGeek of video streaming activity that infringed a patent portfolio developed at USC's Shoah Foundation to catalog videos of Holocaust survivors. As a first-year associate, Emily argued and won discovery motions, defended depositions, managed a team of source code experts, and helped secure her client's favorable settlement.

Emily was also part of the team from Susman Godfrey that filed a $1.6 billion dollar defamation lawsuit against Fox News Media on behalf of Dominion Voting Systems.

BACKGROUND

Emily clerked for the Honorable R. Gary Klausner in the Central District of California and the Honorable Jacqueline Nguyen on the Ninth Circuit Court of Appeal.

Emily earned her law degree from USC Gould School of Law, where she worked as the Executive Notes Editor of the Southern California Law Review, was awarded the Arthur Manella Award for the second-highest GPA in her 1L and 2L class years, and was inducted into the Order of the Coif. Before law school, Emily taught middle school math with Teach for America in Detroit and worked as a children's advocate in a domestic violence shelter in Colorado Springs. She graduated from Colorado College with a major in Middle Eastern Studies and studied Arabic in Amman, Jordan

Honors & Distinctions

- Executive Notes Editor, *Southern California Law Review*
- Order of the Coif
- USC Gould School of Law, 2016 & 2017 Arthur Manella Award
- USC Gould School of Law, 2018 Edward and Eleanor Shattuck Award

Clerkships

Honorable R. Gary Klausner, United States District Court for the Central District of California

Honorable Jacqueline Nguyen, United States Court of Appeals for the Ninth Circuit

Education

The University of Southern California Gould School of Law (J.D.)

The Colorado College (B.A.)

Admissions

Bar Admissions

- California

Leadership & Professional Memberships

- Los Angeles County Bar Association
- Federal Bar Association

SUSMAN GODFREY



Rohit Nath

Partner

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Overview

Rohit Nath leads groundbreaking litigation across the United States. For plaintiffs, he has recovered over $500 million, taking on the world's largest technology companies, insurers, international wireless carriers, and more. On the defense side, Nath has represented Fortune 500 companies in cases with billions at stake. Nath has been named Intellectual Property Attorney of the Year in 2026 (*The Recorder*) a California Lawyer of the Year (*Daily Journal*), a Rising Star of the Plaintiffs Bar (*NLJ*), a Sports and Entertainment Litigation Trailblazer (*NLJ*), and a Top Intellectual Property Lawyer (*Daily Journal*).

Most recently, Nath has been at the forefront of artificial intelligence litigation. This includes *Bartz v. Anthropic*, where he co-led a Susman Godfrey team that secured a court-approved $1.5 billion settlement, which is the largest reported copyright settlement in history.

LANDMARK AI LITIGATION

In a historic copyright infringement action, Nath co-led a team from Susman Godfrey to secure a court-approved $1.5 billion settlement for rightsholders whose books were downloaded by Anthropic from pirated databases. The settlement is the largest reported settlement in copyright history. Nath and his co-lead counsel were named Litigators of the Week by Law.com for this precedent-setting result. Nath argued successfully in opposition to Anthropic's summary judgment motion on fair use, which paved the way for the settlement. Read more in the *New York Times*, *Bloomberg*, and Law.com.

Nath is also leading litigation related to copyright infringement and artificial intelligence in *In re OpenAI Inc. Copyright Infringement Litigation*, where he represents a group of prominent writers—including the John Grisham, David Baldacci, Jonathan Franzen, and Pulitzer Prize winners Stacy Schiff and Kai

Bird—against OpenAI and Microsoft. Nath was recently also named co-lead counsel in an AI copyright case against Apple.

In *Doe v. Mindgeek*, Nath represents a certified class of minors against the world's largest online pornography company. The case alleges that Mindgeek promoted and profited from the distribution of child pornography on its websites. In July 2024, Nath argued summary judgment on cutting edge issues of Section 230.

WINS FOR INSURANCE POLICYHOLDERS

Nath helped secure a $307.5 million deal against AXA for victims of an life insurance rate increase targeting elderly insureds. The settlement came after nearly seven years of litigation, and after plaintiffs succeeded on class certification and defeated summary judgment.

In *37 Besen Parkway LLC v. John Hancock Life Insurance Co,* Nath helped secure a settlement of $91.25 million (before fees and expenses) for a certified class of insurance policy owners against John Hancock Life Insurance Company. In the final approval order, Judge Paul Gardephe described the settlement as a "**quite extraordinary . . . result achieved on behalf of the class**." You can read more about the case here (subscription required).

DEFENSE-SIDE LITIGATION

On the defense side, Nath has represented some of the largest companies in their biggest disputes. In 2021, Nath represented Match Group in a nearly four week jury trial over a multi-billion dispute related to the founding of the popular dating app Tinder. In 2025, Nath represented Chevron U.S.A. in a property dispute in Kern County, where Nath argued and won key motions on the eve of trial.

PRO BONO

Nath previously received a Public Counsel Pro Bono award for his work defending the COVID-19 mortarium in the City of Los Angeles and other moratoria across the state. In *Apartment Association of Greater Los Angeles.v. City of Los Angeles*, Nath helped secure the first federal appellate decision upholding a COVID-19 eviction moratorium in the country.

The *Daily Journal* profiled Nath and his colleagues for their work in this area and named them a California Lawyer Attorney of the Year in 2023 for their critical work. Read more in the San Francisco Chronicle and Law360 (subscription required).

BACKGROUND

Nath joined Susman Godfrey after working as a trial attorney at the U.S. Department of Justice and as a law clerk for Judge Alex Kozinski (Ret.) on the U.S. Court of Appeals for the Ninth Circuit. He graduated with high honors

from The University of Chicago Law School, where he served as editor-in-chief of *The University of Chicago Law Review*.

Before law school, he taught eighth-grade math in Oklahoma as a Teach for America corps member. Nath is a longtime board member of the South Asian Bar Association of Southern California and served as co-president during the 2021-2022 term. He is also a member of the Executive Committee of the Litigation Section of the Los Angeles County Bar Association.

Notable Representations

Insurance

- ***In re AXA Equitable Life Insurance Company COI Litigation*** **(S.D.N.Y)** Secured a $307.5 million deal for a putative class of plaintiffs who challenged AXA's 2016 hike of cost on insurance rates on hundreds of elderly insureds, claiming AXA unfairly increased the cost of insurance for certain flexible-premium universal life insurance policies.
- ***Helen Hanks v. Voya Retirement Insurance and Annuity Company*** **(S.D.N.Y.)** Secured settlement worth $118 million, before fees and expenses, including a cash fund of over $92 million and an agreement by Voya not to impose a higher rate scale for 5 years, on behalf of a certified class of 46,000+ policyholders over allegations that Voya improperly raised cost-of-insurance charges.
- ***37 Bensen Parkway v. John Hancock Life Insurance Company*** **(S.D.N.Y)** Secured a $91.25 million settlement all-cash, non-reversionary settlement (before fees and expenses) for insurance policy owners against John Hancock Life Insurance Company. The Honorable Paul Gardephe described the settlement as a "**quite extraordinary . . . result achieved on behalf of the class."**

Breach of Contract

- ***State of California, et al., On The Go Wireless, LLC, v. Cellco Partnership, et al.*** Served as trial counsel representing the largest political subdivisions in the largest state in the nation—including the University of California system, the California State University System, and the County of Los Angeles, to name a few—in this groundbreaking suit against Verizon, AT&T, and Sprint for over-billing the government. Nath helped secure settlements with all defendants collectively valued at $175 million, which have been paid to hundreds of California and Nevada government entities. These record-setting settlements are the largest of their kind in California.
- ***Rui Zhi Ventures, Ltd. v. Lighting Science Group Corporation*** **(C.D. Cal. and JAMS Arbitration)** Represented Lighting Science Group Corporation in a fee dispute with its former patent broker. After

successfully compelling arbitration, the parties reached a confidential settlement on the eve of the plenary arbitration hearing.

- ***Bernstein, et al. v. Cengage Learning, Inc.*** **(S.D.N.Y.)** Represented authors of higher education textbooks for failure to pay royalties owed on their contracts when those texts were offered on the company's online platforms. Secured a non-reversionary settlement of $21 million approved by the court for past damages.

Intellectual Property

- ***Bartz et al. v. Anthropic PBC*** **(N.D. Cal)** Secured a court-approved $1.5 billion settlement in a "historic" deal for rightsholders whose books were downloaded by Anthropic from the pirated databases "Library Genesis" and "Pirate Library Mirror." This settlement is the largest publicly reported recovery in the history of U.S. copyright litigation. When preliminarily approving the settlement, Judge Alsup said, **"We have some of the best lawyers in America in the courtroom right now."** Read more in *Bloomberg* and Law.com.
- ***In Re OpenAI Inc. Copyright Infringement Litigation*** **(S.D.N.Y.)** Represents a putative classes of book authors bringing copyright infringement claims against OpenAI and Microsoft. Class plaintiffs are best-selling authors who allege their books were illegally pirated and used to develop OpenAI and Microsoft's Large Language Models, including the models used in ChatGPT.
- ***Flo & Eddie Inc. v. Pandora*** **(C.D. Cal.)** Served as co-lead counsel representing Flo & Eddie (the founding members of 70's music group, The Turtles) in a putative class action alleging infringement of the public performance right in sound recordings, copying, and misappropriation. This case followed the similar, *Flo & Eddie v. Sirius XM*, in which Susman Godfrey secured a settlement for the class valued at up to $73 million. The Court granted final approval of that settlement in 2017.
- ***Personalized Media Communications, LLC Cases*** **(E.D. Tex.)** Represented Personalized Media Communications (PMC) in a series of patent infringement cases against Vizio, Samsung, and Funai. Nath played a key role in these cases, which included taking and defending key depositions and briefing claim construction motions. PMC reached favorable, confidential settlements with each defendant.

Honors & Distinctions

- Intellectual Property Attorney of the Year, California Legal Awards, *The Recorder* (2026, ALM)
- Top Intellectual Property Lawyer, *The Daily Journal* (2025, 2026)
- *Lawdragon* 500 Plaintiff Financial Lawyer (2026)

- *Lawdragon* 500X – The Next Generation of Leading Lawyers (2023, 2024, 2025, 2026)
- Litigator of the Week, Law.com (2025)
- "They've Got Next: The 40 Under 40" *Bloomberg Law* (Bloomberg, 2023)
- California Lawyer Attorney of the Year, *Daily Journal* (2023)
- Rising Stars of the Plaintiffs Bar, *National Law Journal's* Elite Trial Lawyers (2022, ALM)
- Public Counsel Pro Bono Award (2020)
- Named a Sports and Entertainment Litigation Trailblazer by *National Law Journal* (2020, ALM)
- Rising Star, Southern California (2020, 2021, 2022, 2023, 2024, 2025 Thomson Reuters)
- Editor-in-Chief, *The University of Chicago Law Review*
- Order of the Coif
- Kirkland & Ellis Scholar: Awarded to top 5 percent of the 1L class
- 2011 Teacher of Today Award
- Wake Forest University Debate Team

Clerkships

Honorable Alex Kozinski, United States Court of Appeals for the Ninth Circuit

Education

The University of Chicago Law School (J.D., with High Honors, Order of the Coif, 2014)

- Editor-in-Chief, *The University of Chicago Law Review*

Wake Forest University (B.A., magna cum laude, 2009)

SUSMAN GODFREY



Nick Spear

Partner

Los Angeles
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Overview

Nick Spear litigates high-stakes and high-profile matters across the United States, representing both plaintiffs and defendants and regularly facing-off against industry titans. Spear has tried cases in federal trial and appellate courts, state courts, and arbitrations across a variety of legal areas including intellectual property, securities, antitrust, entertainment, breach of contract, insurance, oil and gas, bankruptcy, real property, personal injury, false claims, and employment. Spear's cases have been covered by the *Los Angeles Times*, the *Wall Street Journal*, the *Hollywood Reporter*, and numerous industry publications.

Spear's successes have garnered significant recognition. He was named a Rising Star – Insurance by *Law360* in 2026. *Lawdragon* has included him on its 500 X – The Next Generation list in 2023, 2024, and 2025 and Southern California Super Lawyers has named him a Rising Star (Thomson Reuters) from 2021–2025. In addition, Spear has been recognized as a Lawyer on the Fast Track by *The Recorder*, a Rising Star of the Plaintiffs Bar by *National Law Journal's* Elite Trial Lawyers, and a Litigation Trailblazer by *National Law Journal* (ALM). Due to his active pro bono practice, Spear was also named a California Lawyer Attorney of the Year by *The Daily Journal* in 2023 for his work on behalf of a tenants' rights organization.

LANDMARK LITIGATION

Spear is at the forefront of protecting policyholders from improper insurance charges by the nation's largest insurers and has secured nearly $300 million to date in recoveries after taking on insurance companies such as Voya, North American, Genworth, Phoenix, Midland, Wilton Re, and John Hancock. For example, in *PHT Holding II LLC v. North American Company for Life and Health Insurance* (S.D. Iowa), Spear secured a settlement valued at $59 million (before fees and expenses) in a certified class action lawsuit alleging

that North American overcharged policy holders for their universal life insurance. Likewise, in *Helen Hanks v. Voya Retirement Insurance and Annuity Co.* (S.D.N.Y.), Spear secured a deal valued at over $118 million (before fees and expenses), which included a $92.5 million non-reversionary cash settlement fund, for thousands of insurance policy owners against Voya Retirement Insurance and Annuity Company over allegations that Voya improperly raised policyholders' cost-of-insurance charges. In *37 Besen Parkway LLC v. John Hancock Life Insurance Co.* (S.D.N.Y.), Spear helped secure a $91.25 million all-cash, non-reversionary settlement for insurance policy owners against John Hancock Life Insurance Co over allegations that Hancock breached the life insurance contracts of the class (before fees and expenses). Read more here (subscription required). Spear also successfully briefed and argued on behalf of the appellee in *TVPX Ars, Inc. v. Genworth Life and Annuity Insurance Co.* in the United States Court of Appeals for the Eleventh Circuit. That argument is available here.

In *Sony Pictures Television, et al. v. CBS Studios Inc.*, (L.A. Super. Ct.), Spear represented Sony in a lawsuit over CBS's distribution of the iconic game shows *Jeopardy!* and *Wheel of Fortune*. Spear took a central role in the case, deposing key CBS executives and helping draft Sony's successful opposition to CBS's motion for a preliminary injunction and Sony's Respondents' Brief in the Second Appellate District Court of Appeal. Sony and CBS ultimately settled the dispute. Read more in the *Wall Street Journal*, *The Hollywood Reporter*, and *Variety*.

In *State of California v. Cellco Partnership* (Sac. Super. Ct.), Spear served as co-lead counsel to some of the largest government entities in California—including the University of California system, the California State University System, and the County of Los Angeles—in a ground-breaking California False Claims Act lawsuit against several major wireless carriers. The carriers were alleged to have fraudulently overbilled their government customers for wireless services by failing to provide contractually required "lowest cost available" service. Spear played a key role in the matter, leading efforts to pursue the offensive case against AT&T. In total, the four telecommunications giants—AT&T, Verizon, Sprint, and T-Mobile—agreed pay $175 million to the government plaintiffs in California and Nevada, including over $50 million from AT&T alone (net settlement after fees and expenses not yet determined). These record-setting settlements are among the largest of their kind in California. Read more in the *Los Angeles Times'* coverage.

Spear tries cases at the cutting edges of law, technology, and science. In *Jane Doe v. MindGeek USA Inc.* (C.D. Cal.), Spear represents a certified class of plaintiffs bringing sex trafficking and child pornography claims against one of the world's largest pornography companies. Spear is also active in digital assets and cryptocurrency litigation, representing a certified class bringing unregistered securities claims in *In re Ripple Labs* (N.D. Cal.) and being appointed counsel for the Lead Plaintiffs in *Houghton v. Leshner, et al.* (N.D. Cal.) and *Samuels v. Lido Dao, et al.* (N.D. Cal.), both putative unregistered

securities class actions. Spear also represents a major research university in trade secret litigation relating to protein degradation.

In addition, Spear is experienced in oil and gas litigation. He collected $490 million for Apache Corporation from four of the world's largest insurance companies related to decommissioning offshore oil facilities. Spear and his team defeated the insurance companies' temporary injunction application after a three-day evidentiary hearing and obtained multiple favorable rulings in the Southern District of Texas Bankruptcy Court. The insurance companies ultimately settled for 98.3% of damages sought. Spear also defended Mewbourne Oil Company in a personal injury lawsuit. The parties settled on the eve of trial after Spear and his team secured critical pretrial rulings.

PRO BONO & COMMUNITY LEADERSHIP

Spear maintains an robust pro bono practice. He represents a tenant advocacy group helping defend the constitutionality of eviction protections for renters enacted by the City of Oakland and Alameda County in the wake of the COVID-19 pandemic. The *Daily Journal* profiled Spear and his colleagues for their work in this area and named them a California Lawyer Attorney of the Year in 2023 for their critical work. Read more in the *San Francisco Chronicle* and *Law360* (subscription required).

Spear is also actively involved in his legal community. He currently serves on the Board of Trustees of the Los Angeles County Bar Association (LACBA). He was previously the President of LACBA's Barristers/Young Attorneys section, representing the interests of thousands of early-career attorneys across Los Angeles County. Spear also serves on the Board of the Western Center on Law & Poverty, where he has helped raise thousands of dollars to support Western Center's mission to protect California's most vulnerable citizens. Spear is also actively involved in the Judge Paul R. Michel Intellectual Property American Inn of Court.

Spear has spent nearly two decades as a counselor for the American Legion California Boys & Girls State program, one of the nation's premier governmental education programs for high school students, and currently serves as one of the program's Legal and Elections counselors. Spear also sits on the Board of Directors of the California Boys & Girls State Foundation.

BACKGROUND

Before joining Susman Godfrey, Spear served as law clerk to the Honorable Andrew D. Hurwitz of the United States Court of Appeals for the Ninth Circuit and to the Honorable Philip S. Gutierrez of United States District Court for the Central District of California.

Spear earned his JD from University of Chicago Law School, where he graduated order of the coif and with high honors, and his Bachelor of Arts degree from UCLA, where he graduated *cum laude* and Phi Beta Kappa.

Honors & Distinctions

- Rising Star – Insurance, *Law360* (2026)
- Lawdragon 500X – The Next Generation of Leading Lawyers (2023, 2024, 2025, 2026)
- Southern California Rising Star, Super Lawyers (2021, 2022, 2023, 2024, 2025 Thomson Reuters)
- Lawyer on the Fast Track, *The Recorder* (2024, ALM)
- California Lawyer Attorney of the Year, *Daily Journal* (2023)
- Recommended Lawyer, Energy Litigation: Oil & Gas, The Legal 500 (2022, Legalease)
- Litigation Trailblazer, *National Law Journal's* Elite Trial Lawyers (2021, ALM)
- Rising Star of the Plaintiffs Bar, *National Law Journal's* Elite Trial Lawyers (2021, ALM)
- Comments Editor, *The University of Chicago Law Review*
- Order of the Coif, University of Chicago Law School
- Kirkland & Ellis Scholar, University of Chicago Law School
- The Ann Watson Barber Outstanding Service Award, University of Chicago Law School
- The Thomas R. Mulroy Prize for Excellence in Appellate Advocacy and Oral Argument, University of Chicago Law School
- Phi Beta Kappa, UCLA

Clerkships

Honorable Andrew D. Hurwitz, United States Court of Appeals for the Ninth Circuit

Honorable Philip S. Gutierrez, United States District Court for the Central District of California

Education

The University of Chicago Law School (J.D., with High Honors, 2014)

- Order of the Coif

The University of California, Los Angeles (A.B., Political Science, cum laude, 2009)

SUSMAN GODFREY

- College Honors, Phi Beta Kappa

Admissions

Bar Admissions

- California

Court Admissions

- United States Supreme Court
- U.S. Court of Appeals for the Ninth Circuit
- U.S. Court of Appeals for the Eleventh Circuit
- U.S. District Court for the Central District of California
- U.S. District Court for the Eastern District of California
- U.S. District Court for the Northern District of California
- U.S. District Court for the Southern District of California
- U.S. District Court for the Southern District of Texas

Leadership & Professional Memberships

- American Bar Association
- American Bar Foundation, Fellow
- Association of Business Trial Lawyers
- California Lawyers Association
- Federal Bar Association
- Judge Paul R. Michel Intellectual Property American Inn of Court
- Los Angeles County Bar Association, Board of Trustees

Pachman
Exhibit B

REDACTED VERSION OF DOCUMENT PROPOSED TO BE FILED UNDER SEAL

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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

WESTERN DIVISION

JANE DOE on behalf of herself and all others similarly situated, Plaintiff, v. MINDGEEK USA INCORPORATED, MINDGEEK S.A.R.L., MG FREESITES, LTD (D/B/A PORNHUB), MG FREESITES II, LTD, MG CONTENT RT LIMITED, AND 9219-1568 QUEBEC, INC. (D/B/A MINDGEEK), Defendants.	Case No. 8:21-cv-00338-WLH-ADS *Hon. Wesley L. Hsu* **CLASS ACTION** **STIPULATION OF SETTLEMENT**

STIPULATION OF SETTLEMENT

This Stipulation of Settlement is made and entered into on this 17 day of July 2026 by and among Plaintiff Jane Doe in *Jane Doe v. MindGeek USA Inc., et al.*, Case No. 8:21-cv-00338-WLH-ADS (C.D. Cal.) and Plaintiff Jane Doe #1 in *Jane Doe #1 v. MG Freesites, Ltd, D/B/A "Pornhub," et al.*, Case No. 7:21-cv-00220-RDP (N.D. Ala.) (collectively, **"Plaintiffs"**), individually and on behalf of a Class, as defined below, and Defendants MindGeek USA Incorporated, MindGeek S.à r.l., MG Freesites Ltd, MG Freesites II Ltd, 9219-1568 Quebec Inc., MG Content RT Ltd, MG CY Holdings Ltd, and MG Billing Limited (**"Defendants"**) (together with Plaintiffs, the **"Parties"**).

WHEREAS, Plaintiffs are prosecuting the above-captioned class action cases against Defendants in *Jane Doe v. MindGeek USA Inc., et al.*, Case No. 8:21-cv-00338-WLH-ADS (C.D. Cal.) in the United States District Court for the Central District of California, and in *Jane Doe #1 v. MG Freesites, Ltd, D/B/A "Pornhub," et al.*, Case No. 7:21-cv-00220-RDP (N.D. Ala.) in the United States District Court for the Northern District of Alabama;

WHEREAS, on June 17, 2026, the Parties executed a binding Confidential Term Sheet memorializing the essential terms of the settlement agreed to by the Parties:

NOW, THEREFORE, in consideration of the covenants, agreements, and Releases set forth herein and for other good and valuable consideration, it is agreed by and among the undersigned that the Actions be settled, compromised, and dismissed on the merits with prejudice as to the Releasees, subject to the approval of the District Court, on the following terms and conditions:

1. DEFINITIONS

As used herein, in addition to any definitions set forth elsewhere in this Agreement, the following terms shall have the meanings set forth below:

1.1 **"Action"** means, individually the Alabama Action or the California Action, and **"Actions"** means collectively the Alabama Action and the California Action.

1.2 **"Agreement**" or "**Stipulation of Settlement**" means this Stipulation of Settlement, including all exhibits, appendices, schedules, and attachments hereto, as amended, modified, or supplemented in accordance with its terms.

1.3 **"Alabama Action"** means the civil action entitled *Jane Doe #1 v. MG Freesites, Ltd, d/b/a "Pornhub," et al.*, Case No. 7:21-cv-00220-RDP (N.D. Ala.).

1.4 **"Audit Scope"** means the auditor's scope of work, work plan, procedures, access protocols, and form of report, as described in Section 3.2.

1.5 **"Banning"** or **"Ban"** or **"Banned"** means permanently blocking Models or Content Partners who upload or attempt to upload CSAM or NCM, including all legal names and email addresses related to the Model or Content Partner.

1.6 **"Business Day"** means any day other than a Saturday, Sunday, or day on which commercial banks in New York, New York are authorized or required by law to close.

1.7 **"California Action"** means the civil action entitled *Jane Doe v. MindGeek USA Inc., et al.*, Case No. 8:21-cv-00338-WLH-ADS (C.D. Cal.).

1.8 **"Child Sexual Abuse Material or CSAM"** means a piece of Content that depicts anyone under 18 years of age engaging in Sexually Explicit Conduct.

1.9 **"Claim Form"** means the document Class Members submit to request payment pursuant to this Agreement in the form approved by the Court in the Preliminary Approval Order.

1.10 **"Claims Deadline"** means the deadline established by the District Court for Class Members to submit Claim Forms.

1.11 **"Class"** means (i) the class certified by the Order Granting Plaintiff's Motion for Class Certification at Dkt. 209 in the California Action, and (ii) the class certified by the Memorandum of Opinion and Order Granting Plaintiff's Motion for Class Certification at Dkt. 148 in the Alabama Action, which collectively includes all persons who were under the age of eighteen when they appeared in a video or image that has been made available for viewing on any website owned or operated by the Defendants anytime from February 12, 2011 through December 6, 2024. The Class does not include individuals who have already timely exercised their right to be excluded from the class(es) as certified in the Alabama Action or California Action.

1.12 **"Class Counsel"** means Plaintiffs' counsel of record in the Alabama Action and the California Action for the Settling Parties.

1.13 **"Class Member"** means any person who is included in the Class.

1.14 **"Class Member Minors"** means all Class Members who are under the age of eighteen (18) at the time of the Final Approval Hearing.

1.15 **"Class Notice"** or **"Notice"** means the notice of the Settlement approved by the Court to be sent by the Settlement Administrator, as described in Section 5. Class Counsel will prepare the Class Notice, to be mutually approved by the Parties, and submit it for the District Court's approval.

1.16 **"Class Representatives"** means Plaintiff Jane Doe in the California Action and Plaintiff Jane Doe #1 in the Alabama Action, individually and as representatives of the Class, and any of their assigns, successors-in-interest, representatives, or beneficiaries.

1.17 **"Class Website"** means the website(s) maintained by the Settlement Administrator concerning the Actions.

1.18 **"Communication"** means chats or messages on the Websites.

1.19 **"Content"** means any depiction of Sexually Explicit Conduct, including but not limited to a photograph, film, video, picture, audio recording, or

computer-generated image, including all metadata, but does not include advertising materials or platforms. With respect to live stream and webcam functionality, this definition applies only to the extent such functionality is made available on a Website and compliance is technically feasible using then-available systems and tools.

1.20 **"Content Partner"** means any third-party entity (including its agents, employees, and affiliates) that uploads Content to a Website and has certified, in writing or electronically, that the entity: 1) is duly organized, validly existing and in good standing as a corporation or other entity under the laws and regulations of the entity's jurisdiction of incorporation, organization, or chartering; 2) is subject to United States federal criminal recordkeeping requirements for visual depictions of actual and simulated Sexually Explicit Conduct; and 3) owns its own website or otherwise distributes Content off of the Websites.

1.21 **"Counsel"** means counsel of record in the Alabama Action and the California Action for the Settling Parties.

1.22 **"Defendants"** means all the defendants named in each of the complaints, as amended, filed in the Actions. Defendants means all of the Defendants, individually, collectively, or in any combination, and their successors and assigns.

1.23 **"Delete"** means to remove Content and Communication such that it is not maintained in retrievable form and cannot be retrieved through physical or technical means, except to the extent retention is required or reasonably necessary for legal holds, law-enforcement preservation requests, or regulatory or legal obligations.

1.24 **"Depicted Person"** means any individual depicted in Content.

1.25 **"District Court"** or **"Court"** means the United States District Court for the Central District of California.

1.26 **"Escrow Account"** means the interest-bearing escrow account where the Settlement Fund shall be held pending disbursement.

1.27 **"Existing Monitorships"** means Defendants' current monitoring obligations under (1) the Stipulated Order for Permanent Injunction, Monetary Judgment, and Other Relief (United States District Court for the District of Utah, Case 2:25-cv-00752, Document 6) and (2) Deferred Prosecution Agreement (United States District Court for the Eastern District of New York).

1.28 **"Event of Default"** means Defendants' material breach of any payment obligation under this Agreement, as described in Section 7.8.

1.29 **"Final Approval Date"** means the date on which the District Court enters its Order and Judgment finally approving the Settlement and dismissing the California Action with prejudice.

1.30 **"Final Approval Hearing"** means the hearing held by the Court to consider evidence and argument for the purpose of determining whether to finally approve the Settlement.

1.31 **"Guardian Ad Litem"** means any attorney who may be appointed by the District Court to represent the interests of Class Member Minors pursuant to Section 2.10.

1.32 **"Initial Payment Amount"** means Defendants' initial payment to the Settlement Fund in the amount of US$25,000,000.00, as described in Section 2.2(a).

1.33 **"Installment Payment"** means each of the six (6) annual payments to the Settlement Fund in the amount of US$15,833,333.33, subject to any adjustment to the sixth such payment as described in Section 2.2(b).

1.34 **"Irish Proceeding"** means the civil claim instituted in the High Court of Ireland by Plaintiff Jane Doe #1 in the Alabama Action captioned *Jane Doe v. MG Freesites Limited, et al.*, Record No. H.P.2023.5880 (Ireland H. Ct.).

1.35 **"Law Enforcement Request"** means any request by state, federal, or local law enforcement agencies to remove, preserve, produce, or disclose Content available on a Website because it is actual or suspected CSAM and/or NCM,

including any subpoena, warrant, preservation request, emergency disclosure request, or other legal process.

1.36 **"Matching"** means using human comparison or facial recognition technology to compare images or video (e.g. selfie) of the Model and Depicted Person to the photo on the government issued identification.

1.37 **"Model"** means any third-party individual or entity that uploads Content to a Website that is not a Content Partner.

1.38 **"Monitoring Committee"** means a group of individuals or entities to oversee compliance with the injunctive relief dictated by the Agreement and oversee certain disputes related to decisions about Content Moderation, Verification and/or Validation, as set forth in greater detail in Section 3.3 below.

1.39 **"Non-Consensual Material"** or **"NCM"** means Content depicting an individual who did not (i) consent to the Sexually Explicit Conduct; (ii) consent to the Content being created; or (iii) consent to the Content being distributed or uploaded.

1.40 **"Notice List"** means: (1) the list of any individual Class Members, along with their physical mailing addresses and/or email addresses, who can be identified through Defendants' internal records; and (2) the list of non-Class Members, along with their physical mailing addresses and/or email addresses, who submitted a CSAM content removal request to Defendants or otherwise notified Defendants about CSAM on the Websites and whose contact information has been obtained from Defendants' internal documents. Class Counsel will provide the Class Notice to the National Center for Missing and Exploited Children ("**NCMEC**"), as well as the Canadian Centre for Child Protection ("**C3P**") to disseminate to NCMEC's direct service providers network, law enforcement victim advocates, NCMEC's survivor network, and any other networks or contacts NCMEC and/or C3P deem appropriate.

1.41 **"Objection"** means a written objection to the Settlement submitted by a Class Member in accordance with Section 5.10.

1.42 **"Objection Deadline"** means a date established by the Court in the Preliminary Approval Order for Class Members to submit Objections to the Court.

1.43 **"Outstanding Balance"** means the unpaid portion of the scheduled payment(s) that triggered an Event of Default, plus any scheduled payments that have since become due, as described in Section 7.8.

1.44 "**Parties**" means Plaintiffs and Defendants, collectively, and "Party" means any one of them.

1.45 **"Plaintiffs"** means, collectively, (a) Jane Doe #1, on behalf of herself and the other members of the Class in the Alabama Action, and (b) Jane Doe, on behalf of herself and the other members of the Class in the California Action.

1.46 **"Preliminary Approval Date"** means the date on which the District Court enters the Preliminary Approval Order.

1.47 **"Preliminary Approval Order"** means an order granting preliminary approval of the proposed Settlement and directing that notice of that Settlement be provided to the Class.

1.48 **"QSF"** means the Qualified Settlement Fund described in Section 2.3 and Section 2.4.

1.49 **"Registered Users"** means a user who creates an account with a username and valid email address and can interact textually with the Websites, but is unable to upload Content.

1.50 **"Released Claims"** means the claims released by the Releasing Parties against the Releasees, as described in Section 4.1.

1.51 **"Releasees"** means the persons and entities released by the Releasing Parties, as described in Section 4.1.

1.52 **"Releasing Parties"** means Plaintiffs and the Class, as described in Section 4.1.

1.53 **"Service Award"** means the amount of any award approved by the Court to be paid from the Settlement Fund to the Class Representatives to compensate the Class Representatives for efforts undertaken by them on behalf of the Class and for risks undertaken in bringing the Actions. For the avoidance of doubt, the amount of any Service Award shall be in addition to any settlement relief the Class Representatives may be eligible to receive as Class Members.

1.54 **"Settlement"** means the settlement set forth in this Agreement.

1.55 **"Settlement Administration Expenses"** means all Class Notice and administrative fees, costs, or expenses incurred in administering the Settlement, including those fees incurred by the Settlement Administrator. Settlement Administration Expenses also means all fees, costs, and expenses incurred in issuing Class Notice as well as notice following class certification in each Action, including those amounts incurred by JND Legal Administration LLC (the notice administrator in the California Action), and Epiq Class Action and Claims Solutions, Inc. (the notice administrator in the Alabama Action). Settlement Administration Expenses shall be paid from the Settlement Fund.

1.56 **"Settlement Administrator"** means a settlement administration firm mutually approved by the Settling Parties, subject to District Court approval, that will be responsible for: (a) administration of the Settlement Fund through the QSF; (b) disseminating Class Notice and Class Action Fairness Act ("**CAFA**") notice pursuant to 28 U.S.C. § 1715, when and as ordered by the District Court or otherwise required by law; and (c) administration of the Notices and the claims process, as further detailed below. The Settlement Administrator and Class Counsel may engage a notice administration firm to assist with Class Notice, subject to District Court approval.

1.57 **"Settlement Effective Date"** means the first Business Day after both of the following have occurred: (a) entry of a final order of the District Court approving the Settlement substantially in the form proposed in the Stipulation of Settlement;

and (b) the expiration of all rights for reconsideration of or appeal from such final settlement approval order.

1.58 **"Settlement Fund"** means a cash fund consisting of the Settlement Fund Amount paid by or on behalf of Defendants into the Escrow Account pursuant to Section 2.

1.59 **"Settlement Fund Amount"** means aggregate cash payments in an amount totaling US$120,000,000.

1.60 **"Settling Parties"** means Plaintiffs and Defendants, collectively, and each of the Defendants or the Plaintiffs, individually.

1.61 **"Settlement Payment"** means payment from the Settlement Fund to each Class Member who timely submits a valid Claim Form and as determined by the Settlement Administrator pursuant to the terms of the plan of allocation.

1.62 **"Sexually Explicit Conduct"** means any actual or simulated sexual act, including but not limited to:

a. sexual intercourse, including genital-genital, oral-genital, anal-genital, or oral-anal contact;

b. bestiality;

c. masturbation or any other stimulation of genitals or anus;

d. sadistic or masochistic abuse; or

e. lascivious exhibition of the breast(s), anus, genitals, or pubic area of any person.

1.63 **"Suspend"** or **"Suspension"** means to remove Content such that it is no longer published or otherwise made available on a Website and to cease all monetization of the Content.

1.64 **"Term Sheet"** means the term sheet executed and entered by the Parties on June 17, 2026.

1.65 **"Term Sheet Effective Date"** means the date the Term Sheet became effective, which was June 17, 2026.

1.66 **"Validation"** or **"Valid"** or **"Validate"** means that every individual who appears in the Content is a Verified Depicted Person.

1.67 **"Verification"** or **"Verify"** or **"Verified"** means the process of (a) authentication of government issued identification and Matching the Model to that government issued identification upon account creation; and (b) authentication of government issued identification and Matching the Depicted Person to that government issued identification and the Content when a Depicted Person appears in Content.

1.68 **"Websites"** means any website, mobile application, or online service owned by Defendants or over which Defendants exercise editorial control that allows third parties to upload Content or that republishes the same Content.

1.69 The terms "he or she" and "his or her" include "it" or "its," where applicable. Defined terms expressed in the singular also include the plural form of such term, and vice versa, where applicable.

1.70 All references herein to sections and paragraphs refer to sections and paragraphs of this Agreement, unless otherwise expressly stated in the reference. Section and paragraph headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "including," "include," and "includes" mean "including without limitation." Unless expressly stated as Business Days, all references to "days" mean calendar days. In the event of any conflict between the body of this Agreement and any exhibit, appendix, schedule, notice, form, or other attachment, the body of this Agreement shall control, except to the extent such exhibit, appendix, schedule, notice, form, or other attachment expressly imposes a more specific obligation and expressly states that it controls. No obligation, audit right, monitoring right, disclosure duty, access right, reporting requirement, or other right or duty shall be implied from this Agreement, any exhibit, appendix, schedule, notice, form, or other attachment, or any order approving the Settlement, except to the extent expressly set forth therein.

2. SETTLEMENT RELIEF: MONETARY RELIEF

In consideration of the Releases and relief provided herein, Defendants agree to make available the following monetary relief:

2.1 **Settlement Fund Amount**: US $120,000,000.00, which shall be paid by or on behalf of Defendants into the Escrow Account at such times and in such amounts as are specified below (amounts deposited into the Escrow Account to constitute the "**Settlement Fund**"). Except as otherwise set forth below, the Settlement Fund Amount shall constitute the entirety of the cash consideration to be paid by Defendants in settlement of the Actions (other than its internal costs to perform the injunctive relief set forth below).

2.2 **Settlement Fund Structure and Allocation:** Defendants shall fund the Settlement Fund in seven (7) installments, as follows:

a. Defendants shall make an initial payment to the Settlement Fund in the amount of US$25,000,000.00 (the "**Initial Payment Amount**") by July 31, 2026. A grace period of five (5) additional Business Days shall apply solely to address unforeseen banking issues or technical obstructions to timely transmission or receipt of payment, provided Defendants have used reasonable efforts to timely transmit the Initial Payment Amount.

b. Defendants will make six (6) further annual payments to the Settlement Fund, each in the amount of US$15,833,333.33 (each, an "**Installment Payment**") on each of the first six (6) anniversaries of June 17, 2026; provided that the sixth Installment Payment shall be adjusted as necessary to account for any rounding so that the Initial Payment Amount and all Installment Payments equal US$120,000,000 in the aggregate.

c. If any payment date under this Agreement falls on a day that is not a Business Day, such payment shall be due on the next Business Day, and such extension shall not constitute or contribute to an Event of Default or result in the accrual of default interest.

d. All costs of notice and settlement administration, and any amounts that the District Court awards for attorneys' fees, expenses, or Service Awards shall be payable from the Settlement Fund.

e. The Settlement Fund shall be used to pay: (i) all Settlement Administration Expenses; (ii) any Service Awards; (iii) any amounts the District Court awards for attorneys' fees and expenses; and (iv) all payments to Class Members to compensate the Class for past and present harm, in accordance with a plan of allocation that addresses the allocation of Settlement Funds to Class Members.

2.3 **Qualified Settlement Fund**: The Settling Parties agree that the Settlement Fund, plus any interest accrued thereon, shall be held in the Escrow Account, which is intended to be a Qualified Settlement Fund ("**QSF**") within the meaning of Treasury Regulation §1.468B-1. The Settlement Administrator shall take such actions as are necessary to ensure that the Settlement Fund satisfies this requirement.

2.4 The Escrow Account shall be established by Class Counsel at a depository institution insured by the Federal Deposit Insurance Corporation. The Settlement Administrator shall be the "administrator" of the QSF within the meaning of Treasury Regulation §1.468B-2(k)(3) and shall take such actions as are necessary to ensure that the Settlement Fund satisfies this requirement. The Settlement Administrator shall also be responsible for causing the filing of all tax returns required to be filed by or with respect to the QSF and complying with any applicable information reporting or tax withholding requirements with respect to the QSF. All taxes on income or interest generated by the Settlement Fund shall be paid out of the Settlement Fund. The funds deposited in the Settlement Fund Account shall be invested in instruments, accounts, or funds backed by the full faith and credit of the United States Government or fully insured by the United States Government or any agency thereof. Such permissible investments include investments in a United States

Treasury Fund or bank account that is either: (a) fully insured by the FDIC; or (b) secured by instruments backed by the full faith and credit of the United States Government. The costs of establishing and maintaining the Escrow Account shall be paid from the Settlement Fund.

2.5 **Not a Claims-Made Settlement**: The Parties agree that this is not a claims-made Settlement; if the Settlement becomes effective, there will be no reversion of Settlement Fund to Defendants or any other persons or entities who or which funded the Settlement Fund.

2.6 **Distribution of the Settlement Fund**: The Settlement Fund shall be distributed to the Class Members pursuant to a plan of allocation proposed by Plaintiffs and approved by the Court, or such other plan of allocation as approved by the Court. Plaintiffs will consider in good faith Defendants' input into the proposed plan of allocation.

2.7 **Method of Allocation**: To receive a Settlement Payment, each Class Member entitled to such a payment must file a Claim Form by the Claims Deadline. Each Class Member with an approved claim shall be entitled to a Settlement Payment allocated in accordance with the plan of allocation.

2.8 **Disbursement of Cash Payments from Settlement Fund**: The Settlement Administrator shall distribute Settlement Payments from the Settlement Fund to Class Members in accordance with the terms of the plan of allocation.

2.9 **Method of Settlement Payments to Class Members**: Class Members will have the option of having their Settlement Payments transmitted to them through Zelle, ACH direct deposit, Venmo, or check via U.S. mail, first-class postage prepaid. Class Members who do not choose a payment method on the Claim Form will be sent checks via First Class mail by the Settlement Administrator.

2.10 **Guardian Ad Litem:** The Court may, in the exercise of its discretion under Fed. R. Civ. P. 17(c), appoint a Guardian Ad Litem to represent the interests of Class Member Minors in connection with evaluation of the fairness of the

Settlement. If so appointed, the Guardian Ad Litem shall be authorized to review the terms of the Settlement and make a recommendation to the Court on or before the Objection Deadline regarding the fairness and adequacy of the Settlement as it relates to a Class Member Minors. The Parties shall have no obligation to amend or modify the Settlement to address any objection or proposed modifications to the Settlement submitted by the Guardian Ad Litem. The Court also may, in its discretion under Rule 17(c), appoint or authorize any appointed Guardian Ad Litem to assist Class Member Minors with the completion and submission of their Claim Forms and evaluation of the fairness and adequacy of any allocation of Settlement Funds to those class members. The reasonable fees and costs of any Guardian Ad Litem appointed under this Section 2.10 shall be treated as Settlement Administration Expenses.

2.11 **Unclaimed Settlement Payments:**

a. Each cash payment issued to a Class Member by check will state on the face of the check that it will become null and void unless cashed within ninety (90) calendar days after the date of issuance. If a check is not cashed within ninety (90) calendar days after the date of issuance, the Settlement Administrator will follow up with other forms of notice and will also determine, with the assistance of Class Counsel as appropriate, if any other contact information is available to encourage the Class Member to cash the check, receive a new one, or receive their Settlement Payments through another payment method.

b. In the event that an electronic deposit to a Class Member is unable to be processed, the Settlement Administrator shall attempt to contact the Class Member within thirty (30) calendar days to correct the problem. The Settlement Administrator will follow up with other forms of notice and will also determine, with the assistance of Class Counsel as appropriate, if any other contact information is available to encourage the Class Member to receive their Settlement Payments through another payment method.

c. In each instance of an uncashed check or an unsuccessful electronic deposit attempt, the Settlement Administrator will send at least one additional check or attempt one additional electronic deposit approximately 120 days after the original date of issuance. The Settlement Administrator will continue to follow up to encourage the affected Class Member to cash the check or correct the electronic deposit problem.

d. In accordance with the plan of allocation, the Settlement Administrator and Class Counsel shall periodically consider the economic and administrative feasibility of re-distributing unclaimed Settlement Payments. In the event that further redistributions are no longer economically or administratively feasible, Class Counsel will apply to the Court for a *cy pres* award to be made to one or more nationally recognized non-profit organizations, reasonably acceptable to and independent from all Parties, that engage in or conduct efforts to remediate or prevent the creation and dissemination of CSAM. The Parties and their respective counsel shall not be responsible for any claims, damages, liabilities, losses, suits, or actions arising out of, or relating to the distributions made by the Settlement Administrator or decisions made by Settlement Administrator.

3. SETTLEMENT RELIEF: INJUNCTIVE RELIEF

In consideration of the Releases and relief provided herein, Defendants agree to make available the following injunctive relief:

3.1 **Content Moderation:** Defendants agree to establish and implement, and thereafter maintain beginning on the Settlement Effective Date, the comprehensive procedures set forth in Appendix A to this Agreement, that are designed to deter and reduce the risk of the uploading of CSAM to their Websites and the publication or dissemination of CSAM or NCM on their Websites; provided that any obligation under Appendix A that expressly provides for a later implementation deadline or phased implementation schedule shall be implemented in accordance with

such express deadline or schedule. Defendants shall act in good faith to comply with Appendix A and shall not seek to circumvent this Agreement.

3.2 **Audit:** Defendants agree to participate in external audits over a period of five years beginning on the Final Approval Date pertaining to whether they have satisfied the obligations described in Appendix A or otherwise required by this Agreement, subject to any express phased implementation deadline or schedule set forth in Appendix A. The sequence and timing of such audits shall be as follows:

a. An initial audit to be completed within one year of Final Approval Date; and

b. Two further audits, each to be completed within two years of the preceding audit.

The auditor shall be one or more qualified, objective, independent third-party professionals who use procedures and standards generally accepted in the profession. Defendants shall select the auditor(s) who shall be approved by Plaintiffs' Counsel, which approval shall not be unreasonably withheld, conditioned, or delayed. The auditor may be any person or entity appointed to fulfill Defendants' current monitoring obligations under (1) the Stipulated Order for Permanent Injunction, Monetary Judgment, and Other Relief (United States District Court for the District of Utah, Case 2:25-cv-00752, Document 6) and (2) Deferred Prosecution Agreement (United States District Court for the Eastern District of New York) (together, the **"Existing Monitorships"**). The auditor's scope of work, work plan, procedures, access protocols, and form of report (the **"Audit Scope"**) shall be limited to procedures sufficient to evaluate Defendants' compliance with Appendix A. The Audit Scope shall be subject to approval by Defendants and the Monitoring Committee, such approval not to be unreasonably withheld, conditioned, or delayed. To the extent that the Audit Scope is coextensive with the scope of the Existing Monitorships, the auditor may rely on data, documents, or interviews and other information provided by Defendants in connection with Existing Monitorships or, if

the auditor has performed the Existing Monitorships, its own work for the Existing Monitorships, and shall only perform such additional processes, procedures, and protocols as are necessary to ensure compliance with Appendix A. Any audit shall be subject to reasonable confidentiality, privilege, data-minimization, security, and trade secret protections.

3.3 **Monitoring**: Within thirty (30) days of entry of the Preliminary Approval Order (or as soon thereafter as the District Court is able to do so), the District Court shall appoint a three-person Monitoring Committee who will meet annually, for a period of five years beginning on the Settlement Effective Date, to assist in the enforcement of and compliance with Appendix A. Any member of the Monitoring Committee has the right to request an additional meeting each year if he or she feels circumstances warrant it. The Monitoring Committee members will be as follows: (1) Randi S. Ellis as Monitor, who will be compensated by Defendants at a reasonable rate/fee mutually agreeable to Monitor and Defendants; (2) one unpaid member nominated by Defendants, who may be an employee, officer, director, consultant, or representative of Defendants or any Defendant affiliate; and (3) one unpaid member nominated by Plaintiffs. The Monitoring Committee's role shall be limited to reviewing Defendants' good-faith implementation of the specific injunctive relief obligations set forth in Appendix A. Any information, documents, data, or materials provided to or obtained by the Monitoring Committee in the course of its duties shall be used solely for the purposes of (a) assessing Defendants' compliance with the specific obligations set forth in Appendix A, and (b) communicating with the District Court regarding any identified non-compliance with such obligations. The Monitoring Committee shall not review, supervise, approve, audit, or direct Defendants' business operations, product decisions, personnel matters, legal strategy, law-enforcement response decisions, trust-and-safety policies unrelated to Appendix A, or individual Content Moderation decisions, except to the extent reasonably necessary to assess compliance with an express obligation in Appendix A. The Monitoring Committee

shall not contact Defendants' employees, other than a Defendants-nominated member solely in his or her capacity as Defendants' designee on the Monitoring Committee, without Defendants' Counsel present or copied, and without Defendants' Counsel's prior consent. Any interviews, communications, reports, or information shall be subject to appropriate confidentiality, privilege, data-minimization, security, and trade secret protections. If any dispute arises concerning the Monitoring Committee's authority, access, requests, or recommendations, the Settling Parties shall meet and confer in good faith before seeking resolution from the District Court.

4. RELEASES AND WAIVERS

4.1 **The Release:** Upon the Settlement Effective Date, Plaintiffs and the Class (the **"Releasing Parties"**) shall release as against Defendants, and all their respective or individual, direct and indirect, past, present and future parents, holding companies, subsidiaries, corporate affiliates (any entity that directly or indirectly controls, is controlled by, or is under common control with another entity), divisions, joint ventures, predecessors, successors, reorganized successors, spin-offs, assigns, and each of their respective past, present and future principals, directors, officers, managers, shareholders, members, partners, employees, representatives, agents, attorneys, insurers, and reinsurers and all of their respective heirs, executors, administrators, predecessors, successors, assigns, and persons acting through, under or in concert with them, individually, jointly, and severally (the **"Releasees"**), any and all claims, whether past or present, mature or not yet mature, known or unknown, suspected or unsuspected, contingent or noncontingent, whether based on federal, state, or local law, statute, ordinance, regulation, code, contract, common law, or any other source, that Plaintiffs or any other member of the Class (a) asserted in the Actions, or (b) may ever have that arise out of or are based upon the acts, facts, statements, or omissions involved, set forth or referred to in the Actions (the **"Released Claims"**). For the avoidance of doubt, nothing in this Release shall be construed as a release, waiver, or discharge of any claims, rights, demands, or causes

of action arising out of or relating to any acts, omissions, events, or conduct occurring after the last opt out deadline in the Actions, which was December 6, 2024. This Release applies solely to claims arising from acts, omissions, events, or conduct that occurred on or prior to December 6, 2024, and the Parties expressly reserve all rights with respect to any matters involving post December 6, 2024 conduct. For clarity, all claims of any Class Member against third-party platforms, Models, Content Partners, advertisers, sponsors, advertising networks, and any other non-Defendant persons or entities are fully preserved unless such persons or entities are named Defendants or are wholly owned subsidiaries of a named Defendant. Upon the Settlement Effective Date, Defendants, their affiliates, officers, directors, and employees shall release Plaintiffs, all other members of the Class, and their Counsel from any claims related to the institution, prosecution, and settlement of these Actions. Each Class Member, regardless of whether that member submitted a timely claim or receives any payment from the Settlement Fund, shall be bound by this release. Any Class Members who are not United States citizens who receive any payment from the Settlement Fund pursuant to this Settlement shall also provide a separate signed release as against Defendants coextensive with the Class release set forth above.

4.2 **Waivers**: In addition, Class Members expressly waive, to the fullest extent permitted by law: (i) the provisions, rights, and benefits conferred by Section 1542 of the California Civil Code; and (ii) any law of any foreign state, state of the United States, federal law, or principle of common law which is similar, comparable, or equivalent to Section 1542 of the California Civil Code. Section 1542 of the California Civil Code provides:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

5. NOTICE TO CLASS MEMBERS

5.1 **Email and Mail Notice:** Subject to the requirements of any orders entered by the District Court, no later than 14 calendar days after the Preliminary Approval Date, the Settlement Administrator shall commence notice by mailing a Class Notice by first-class mail to the mailing addresses on the Notice List and/or emailing a Class Notice to the email addresses on the Notice List. The Parties agree and understand that if more time is needed to prepare the Notice List and mail Class Notice, they will agree on another date for delivering the Class Notice, unless otherwise ordered by the Court.

5.2 The mailing or emailing of a Class Notice to any person or entity that is not in the Class shall not render such person or entity a part of the Class or otherwise entitle such person to participate in this Settlement.

5.3 Within 5 Business Days after the Preliminary Approval Date, Class Counsel will deliver the Notice List to the Settlement Administrator. The Parties agree and understand that if more time is needed to prepare the Notice List, they will agree on another date for delivering the Notice List to the Settlement Administrator, unless otherwise ordered by the Court. Defendants agree to provide all other data in Defendants' possession that is reasonably necessary for the Settlement Administrator to effectuate the distribution of Class Notice and payments to Class Members.

5.4 The Settlement Administrator will run an update of the last known mailing addresses through the National Change of Address database before initially mailing the Class Notice. If a Class Notice is returned to the Settlement Administrator as undeliverable, the Settlement Administrator will endeavor to: (i) re-mail any Class Notice so returned with a forwarding address; and (ii) make reasonable efforts to attempt to find an address for any returned Class Notice that does not include a forwarding address. The Settlement Administrator will endeavor to re-mail the Class Notice to every person in the Notice List for which it obtains an updated address.

5.5 **Class Website:** The Settlement Administrator will maintain and update a Class Website to provide relevant information regarding the Settlement to Class Members. The Settlement Administrator shall activate the Class Website no later than 14 calendar days after the Preliminary Approval Date .

5.6 **Digital Notice:** Subject to the requirements of any orders entered by the District Court, no later than 14 calendar days after the Preliminary Approval Date, the Settlement Administrator shall commence media outreach and digital efforts and publish a press release to selected newswires as described in the California Action at Dkt. 259 and the Alabama Action at Dkt. 179 (but only to the extent approved by the Court in the Alabama Action in Dkt. 199).

5.7 **Banner Notice on Defendants' Websites**: Subject to the requirements of any orders entered by the District Court, no later than 14 calendar days after the Preliminary Approval Date, Defendants will post the banner notice on Defendants' websites as described in the Alabama Action at Dkt. 208 and the exhibits thereto. Posting of banner notices under this Section 5.7 will terminate on the day after the Claim Deadline.

5.8 **NCMEC Notice:** Subject to the requirements of any orders entered by the District Court, no later than 5 Business Days after the Preliminary Approval Date, Class Counsel will provide the Class Notice to NCMEC as well as C3P to disseminate to NCMEC's direct service providers network, law enforcement victim advocates, NCMEC's survivor network, and any other networks or contacts NCMEC and/or C3P deem appropriate.

5.9 **CAFA Notice:** Pursuant to 28 U.S.C. § 1715, not later than ten (10) calendar days after this Agreement is filed with the Court, Defendants, through the Settlement Administrator, shall cause notice of the proposed Settlement and all materials required by 28 U.S.C. § 1715 to be served upon the appropriate Federal official and the appropriate State official of each State in which a Class Member resides, and any other government official required under Section 1715. The

Settlement Administrator shall provide all Counsel with confirmation of service promptly after service is completed and shall serve any supplemental CAFA notice reasonably required by law or order of the District Court.

5.10 **Right to Object:** Any Class Member can object to the Settlement. Any Class Member who intends to object to this Settlement must present the objection in writing, which must be personally signed by the objector and must include: (1) the Class Member's full name, telephone number, current address, and email address, if any; (2) a URL or video/image title, or some other form of documentation to indicate that the Class Member is a member of the Class (i.e., a copy of a content removal request relating to content depicting the Class Member, or any other communication to Defendants or a third-party regarding such content appearing on Defendants' Websites); (3) a written statement of all grounds for the objection accompanied by any legal support for the objection (if any); (4) copies of all documents or writings that the Class Member desires the Court to consider; (5) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection; (6) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel, who must file an appearance or seek pro hac vice admission in accordance with the Local Rules); and (7) the signature of the Class Member or his/her counsel (the preceding items described in this sentence are collectively the "**Objection**"). All written Objections must be filed with the District Court no later than the Objection Deadline with a complete copy sent to the Settlement Administrator by mail or email also by the Objection Deadline. To the extent that the objection contains or attaches confidential documents or personally identifying information, the objector may seek leave from the District Court to file those documents under seal and/or with any personal information redacted or using a pseudonym in the publicly filed version of the objection, subject to the District Court's discretion. Unless otherwise ordered by

the District Court, any Class Member who fails to timely file a written objection with the District Court in accordance with the terms of this Paragraph shall not be permitted to object to this Settlement at the Final Approval Hearing, shall be foreclosed from seeking any review of this Settlement or Final Judgment by appeal or other means, and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Actions or any other action or proceeding. The Class Notice shall advise Class Members of their right to object and the manner required to do so.

6. PRELIMINARY AND FINAL APPROVAL OF THIS AGREEMENT AND DISMISSAL OF CLAIMS

6.1 **Court Approval:** The Settling Parties, through their Counsel, agree to use their best efforts to pursue the completion, approval, and implementation of this Agreement by:

a. Completing and filing a motion to obtain an order granting preliminary approval of the Settlement and directing notice to the Class within ten (10) Business Days of the execution of the Stipulation of Settlement;

b. Working with the Settlement Administrator to promptly disseminate Class notice and CAFA notice pursuant to 28 U.S.C. § 1715, when and as ordered by the District Court or otherwise required by law, subject to the Settling Parties' mutual approval of the notice plan, notice forms, Notice List methodology, data-transfer protocols, Settlement Administrator budget, and any supplemental notice; and

c. Completing and submitting papers seeking final approval of the Settlement.

6.2 **Preliminary Approval:** Plaintiffs will file a motion seeking preliminary approval of the Settlement in the District Court no later than ten (10) Business Days of the execution of this Agreement.

6.3 To the extent the District Court finds that the Settlement does not meet the standard for preliminary approval, the Settling Parties will negotiate in good faith to modify the Settlement directly or with the assistance of the District Court or a mediator, as approved by the District Court, and endeavor to resolve the issue(s) to the satisfaction of the District Court.

6.4 Class Counsel agrees to file a motion for approval of Plaintiffs' Service Awards and Class Counsel's Fees and Expenses no later than 14 days before the Objection Deadline expires. Class Counsel intends to move for District Court approval of attorneys' fees of up to one-third (1/3) of the Settlement Fund, and reimbursement of all costs and expenses incurred by Class Counsel, and for Service Awards of up to US$150,000 for each Class Representative, up to US$5,000 for Jane Doe #2 who sought leave to join the California Action at Dkt. 89 and participated in initial discovery, and up to US$5,000 for Jane Doe #2 who appeared in the original Complaint and the First Amended Complaint in the Alabama Action at Dkt. 1 and Dkt. 22 and participated in initial discovery.

6.5 **Final Approval:** Class Counsel further agrees to file a Motion for Final Approval of the Settlement. The Motion for Final Approval of the Settlement will include a proposed Order and Judgment in a form agreed to by the Settling Parties. The Order and Judgment proposed by Class Counsel shall, among other things: (i) approve the Settlement as fair, reasonable, and adequate and in the best interest of the Class; (ii) deem the notice provided to the Class reasonable and consistent with the legal requirements; (iii) provide for the retention of the District Court's jurisdiction over the Parties to implement and enforce the terms of the Order and Judgment; and (iv) dismiss the California Action with prejudice and deem the Releasing Parties to have released all Released Claims against Releasees.

6.6 **Cooperation and Best Judgment:** The Parties agree to cooperate in preparing any and all papers necessary to define, pursue, and effectuate the Settlement. Within 5 Business Days of the District Court's Final Approval of the

Settlement in the California Action, the Settling Parties agree to use their best efforts to secure a final judgment and order of dismissal with prejudice in the Alabama Action and to effectuate the dismissal, discontinuance, release, or other final resolution of the Irish Proceeding in a manner consistent with the Agreement and the releases provided therein.

7. OTHER PROVISIONS

7.1 **Termination**: If the Settlement is not approved by the District Court, the Agreement shall be a nullity, and none of its terms shall be effective or enforceable, and the Settlement Fund, including any accrued interest, less any taxes, notice related expenses, and reasonable administrative costs paid and/or incurred, shall be returned to the persons or entities paying the same within thirty (30) Business Days of termination. Additionally, the Settling Parties shall revert to their litigation positions in both the California Action and the Alabama Action immediately prior to the execution of the Term Sheet on June 17, 2026, and the fact and terms of the Settlement shall not be admissible in any trial or other proceeding, shall not be deemed an admission of liability or wrongdoing by any party, and shall not be used against any party for any purpose.

7.2 **Rule 11 Compliance:** Undersigned Counsel hereby certify and represent that each has complied fully with the requirements of Rule 11 of the Federal Rules of Civil Procedure and that the proposed final judgment shall contain a statement reflecting such compliance. Nothing in this certification shall be construed as an admission of liability or wrongdoing by either Plaintiffs or Defendants.

7.3 **Execution of Agreement:** Counsel executing this Agreement represent, warrant, and irrevocably covenant that they have full power, authority, and express written consent from their respective clients to execute this Agreement and bind such clients to its terms. Counsel may sign on behalf of the respective Parties by affixing electronic signatures in the format specified for federal court ECF filings.

7.4 **Binding Agreement**: This Agreement constitutes a binding and enforceable agreement between the Settling Parties that sets forth all material terms and obligations of the Parties hereto, subject to the conditions set forth herein. The Settling Parties' obligations, including to cooperate in preparing and submitting final settlement documentation, seek stays and tolling of litigation deadlines, pursue preliminary and final District Court approval, maintain the confidentiality of this Agreement prior to the filing of this Agreement with Plaintiffs' motion for preliminary approval, and comply with the dispute-resolution, no-admission, governing-law, jurisdiction, and execution provisions of this Agreement shall be binding on June 17, 2026. All payment obligations, releases, dismissal obligations, audit obligations, monitoring obligations, injunctive relief obligations, and other settlement obligations that require District Court approval are expressly contingent upon final District Court approval and shall have no force or effect unless and until such approval is obtained.

7.5 **Solvency Warranty:** Each Defendant will warrant and represent as to itself only, based on its knowledge after reasonable inquiry, that it is not "insolvent" within the meaning of 11 U.S.C. § 101(32), the Bankruptcy and Insolvency Act (Canada), the Companies' Creditors Arrangement Act (Canada), the Companies Law, Cap. 113 (Cyprus), the Luxembourg Law of 7 August 2023 on Business Preservation and Modernisation of Bankruptcy Law, or any other applicable insolvency, bankruptcy, or similar law of any jurisdiction in which such Defendant is organized, domiciled, or conducts material operations, as of the time the Stipulation of Settlement is executed. In the event of a final order of a court of competent jurisdiction (whether in the United States, Canada, Cyprus, Luxembourg, or any other jurisdiction), not subject to any further proceedings, determining the transfer of the Settlement Fund, or any portion thereof, by or on behalf of any Defendant to be a preference, voidable transfer, fraudulent transfer or similar transaction under Title 11 of the United States Code (Bankruptcy), the Bankruptcy

and Insolvency Act (Canada), the Companies' Creditors Arrangement Act (Canada), or any other applicable federal, state, provincial, or foreign insolvency, bankruptcy, or fraudulent transfer law, and any portion thereof is required to be refunded and such amount is not promptly deposited in the Escrow Account by others, Plaintiffs may elect to accelerate the unsatisfied payment obligations set forth in Section 2 which shall then become immediately due and payable by Defendants.

7.6 **Bankruptcy**: If within 91 days of Settlement Effective Date or of any payment made thereunder, Defendants or a third party commences any case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors, whether under the laws of the United States, Canada (including under the Bankruptcy and Insolvency Act or the Companies' Creditors Arrangement Act), Cyprus, Luxembourg, or any other jurisdiction in which any Defendant is organized, domiciled, or conducts material operations: (a) seeking to have any order for relief of any Defendant's debts, or seeking to adjudicate any Defendant as bankrupt or insolvent; or (b) seeking appointment of a receiver, trustee, custodian, monitor, interim receiver, liquidator, examiner, or other similar official for any Defendant, or for all or any substantial part of any Defendant's assets, Defendants agree as follows: Defendants shall not argue or otherwise take the position in any such case, proceeding, or action (whether commenced in the United States or any foreign jurisdiction) that: (i) Defendants' obligations under the Stipulation of Settlement may be avoided under 11 U.S.C. § 547, Section 95 or 96 of the Bankruptcy and Insolvency Act (Canada), or any analogous provision of foreign law; (ii) Defendants were insolvent at the time the Stipulation of Settlement was entered into, or became insolvent as a result of the payment made to the Class; or (iii) the mutual promises, covenants, and obligations set forth in the Stipulation of Settlement do not constitute a contemporaneous exchange for new value given to Defendants or reasonably equivalent value under applicable law. If Defendants' obligations under the Stipulation of Settlement are avoided for any reason, including,

but not limited to, through the exercise of a trustee's, monitor's or liquidator's avoidance powers under the United States Bankruptcy Code, the Bankruptcy and Insolvency Act (Canada), or any other applicable insolvency law, Plaintiffs may elect to accelerate the unsatisfied payment obligations set forth in Section 2 which shall then become immediately due and payable by Defendants.

7.7 **Most Favored Creditor:** If, at any time from June 17, 2026 until the payment in full of the Settlement Fund, any Defendant sells equity, including debt convertible into equity, in cash to third party investors in an equity, including debt convertible into equity that contains terms and provisions that are more favorable than the terms and provisions contained in this Agreement, Defendants shall, at the request of Plaintiffs, enter into amendments to the Agreement with Plaintiffs to provide for the same more favorable terms and provisions.

7.8 **Event of Default**: In the event that Defendants have materially breached any payment obligation under this Agreement (**"Event of Default"**), Plaintiffs shall provide written notice to Defendants of the alleged default. Upon receipt of the notice, Defendants shall have five (5) Business Days to cure the alleged default. If the alleged default is cured within the five (5) Business Days, it shall be deemed resolved and no further action shall be taken. If Defendants fail to cure the alleged default within five (5) Business Days, the unpaid portion of the scheduled payment(s) that triggered the default, plus any scheduled payments that have since become due (the **"Outstanding Balance"**) shall become immediately due and payable by Defendants, plus default interest on the Outstanding Balance run at a rate of nine percent (9%) per annum from the date of the Event of Default, based upon an actual/365 counting convention, and Plaintiffs shall have the right, in accordance with applicable law, to take any other action to obtain remedies for the breach of this Agreement, including without limitation for declaratory relief, injunctive relief, preliminary relief, damages, costs, and/or specific performance.

7.9 **No Admission of Liability**: Each of the Settling Parties expressly denies having engaged in any wrongful conduct toward any other Party and acknowledges that no Party has made any concession or admission of liability regarding any claims in the Actions. The Settling Parties agree that, whether or not the Settlement Effective Date occurs, nothing in this Agreement or any related documents, communications, negotiations, proceedings, or any action taken to negotiate, seek approval of, implement, or carry out this Agreement is intended nor shall be construed as any such concession or admission of liability, wrongdoing, fault, violation of law, or actionable conduct, including but not limited to any concession or admission concerning Defendants' entitlement to the immunities set forth in 47 U.S.C. § 230 or whether Defendants' alleged conduct constitutes "participation in" sex trafficking or renders them "perpetrators of" a sex trafficking venture under 18 U.S.C. § 1595 as a matter of law. The Settling Parties further agree that the Term Sheet and this Agreement shall be inadmissible in any judicial, administrative, or other proceeding or action, whether civil, criminal, regulatory or otherwise, except as necessary to enforce its terms and that the Term Sheet and this Agreement have no precedential value and shall not be used for any purpose, including as evidence or admission, with respect to any other claims that are currently pending or may in the future be brought against Defendants or their affiliated entities.

7.10 **Confidentiality and Public Statements:** Except as necessary to seek preliminary or final approval of the Settlement, provide notice to the Class, comply with CAFA or other notice obligations, comply with legal process, court order, regulatory request, or applicable law, or satisfy tax, accounting, audit, financing, insurance, corporate governance, or securities-related reporting or disclosure obligations, the Settling Parties and their Counsel shall keep the existence, terms, negotiations, and communications concerning this Agreement and the Settlement confidential until the Settlement papers are filed with the District Court or otherwise disclosed with the Settling Parties' written agreement. Any permitted disclosure

shall be limited to the information reasonably necessary for the permitted purpose and, where practicable, shall be made subject to reasonable confidentiality protections.

7.11 **Governing Law**: This Agreement, and any disputes arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, without regard to its choice of law or conflict of law principles.

7.12 **Jurisdiction**: Any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the District Court, and the Settling Parties shall not challenge the jurisdiction of such court in any such action or proceeding. The District Court shall retain exclusive and continuing jurisdiction over this Action, the Parties, and all matters relating to the Settlement, including but not limited to the administration, interpretation, effectuation, and enforcement of this Agreement and the Final Order and Judgment. Without limiting the generality of the foregoing, the District Court shall retain jurisdiction to enforce the terms of this Agreement, including Defendants' obligation to make timely payments or to pay the full Settlement Fund Amount as set forth herein, and to enter such further orders as may be necessary or appropriate to effectuate and implement the terms and conditions of this Agreement. In the event of any dispute arising out of or relating to this Agreement, including any dispute regarding Defendants' payment obligations, the Parties shall submit such dispute exclusively to the District Court for resolution. The District Court shall have full authority to compel compliance with all terms of this Agreement, to impose sanctions or other remedies for noncompliance, and to enter such orders as may be necessary to protect the rights of the settlement Class Members and to ensure that the purposes of this Agreement are fully realized.

7.13 **Finality and Binding Effect**: This Agreement constitutes the final, complete, and binding agreement among the Settling Parties with respect to the subject matter hereof. This Agreement supersedes all prior and contemporaneous

negotiations, representations, warranties, commitments, offers, proposals, communications, and understandings, whether written or oral, among the Settling Parties or their Counsel relating to the Settlement, including, without limitation, the Term Sheet. If any provision of this Agreement conflicts with any provision of the Term Sheet, this Agreement shall control. For the avoidance of doubt, upon the Settlement Effective Date, the Term Sheet shall have no independent force or effect except to the extent expressly incorporated into or referenced in this Agreement. No amendment, modification, supplement, or waiver of any provision of this Agreement shall be valid or enforceable unless set forth in a written instrument signed by Counsel for all Settling Parties. The failure of any Settling Party to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. Each of the Settling Parties acknowledges and agrees that (a) it has read and understands this Agreement in its entirety; (b) it has been represented by, and has had the opportunity to consult with, counsel of its own choosing in connection with the negotiation, execution, and delivery of this Agreement; (c) it has not relied upon any representation, warranty, or undertaking of any other Settling Party or any other person or entity that is not expressly set forth in this Agreement; and (d) it is executing this Agreement voluntarily, knowingly, and without duress or undue influence. This Agreement shall be binding upon, and shall inure to the benefit of, the Settling Parties and their respective successors, assigns, heirs, executors, administrators, and legal representatives.

7.14 **Stay of Proceedings**: If so advised or required by the court in either Action or the Irish Proceeding, the Settling Parties will agree to file any motion or submission necessary to stay all proceedings and toll all litigation deadlines in the Actions and the Irish Proceeding until the District Court rules on final approval of the Settlement. Nothing in this provision shall prevent any party from seeking emergency relief from a court presiding over any of the Actions or proceedings to be stayed pursuant to this Section 7.14 if it deems such relief necessary to protect its

rights and interests; provided that any non-moving party shall be entitled to oppose any such request for emergency relief.

7.15 **Resolution of Disputes**: Any disputes arising from this Agreement, including any unresolved disputes concerning language to be included in the settlement documentation, will be resolved by the District Court or, if unavailable, a mediator mutually agreed upon in writing by the Settling Parties, who shall have authority to make binding determinations consistent with the terms of this Agreement and applicable law, provided that such determinations do not materially alter the fundamental rights and obligations of the Parties as set forth in this Agreement.

7.16 **No Presumption Against Drafter**: This Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm's-length negotiations among the Settling Parties. Whereas all Parties have contributed substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.

7.17 **Further Assurances**: Each Settling Party shall take commercially reasonable steps reasonably necessary to effectuate, implement, and carry out the express terms of this Agreement and any order finally approving the Settlement, and shall not take any voluntary action intended to frustrate the implementation of the Settlement. Nothing in this Section shall expand any Settling Party's obligations beyond the express terms of this Agreement or any applicable order of the District Court, waive any right, defense, privilege, or protection, or require any Settling Party to agree to any modification of the Settlement.

7.18 **Severability**: If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law; provided, however, that no provision shall be severed, modified, or enforced in a manner that materially impairs the release of claims, payment structure, no-admission protections, dismissal obligations, injunctive relief, or other material benefit of the bargain reflected in this Agreement.

7.19 **Notices**: Where this Settlement Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel. Notice may be sent by email and, absent notice to the sender that the email was not or could not be delivered to the addressed recipient, shall be deemed sent on the date and time sent from the sender's email account. In the event of an undeliverable Notice email the Parties shall make reasonable efforts to cooperate to effect delivery of Notice hereunder.

IT IS HEREBY AGREED by the undersigned, on behalf of their respective clients.

Counsel for Plaintiff Jane Doe #1, on behalf of herself and the other members of the Class in the Alabama Action,

Date: 7/17/2026

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Date: July 17, 2026

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EXHIBITS

Exhibit A: Appendix A

CONFIDENTIAL

APPENDIX A

I. UPLOADING.

A. Defendants must establish and implement, and thereafter maintain, comprehensive procedures ("**CSAM and NCM Prevention Program**") that are designed to deter and reduce the risk of the uploading of CSAM to their Websites and the publication or dissemination of CSAM or NCM on Defendants' Websites. Defendants must, at a minimum:

1. Document in writing the content, implementation, and maintenance of the CSAM and NCM Prevention Program;

2. Design, implement, maintain, and document safeguards based on the likelihood that CSAM or NCM could be published, disseminated, or otherwise made available by Defendants on their Websites. Such safeguards must include policies, practices, procedures, and technical measures designed to ensure Content uploaded by a Model or Content Partner may not be published or otherwise made available to third parties unless Defendants follow the processes laid out in Sections I(B) and I(C), below.

B. At a minimum, Defendants must include the following processes and procedures for Model Accounts:

1. **Model Verification:** Verify that the Model is eighteen (18) years of age or older.

2. **Multi-Factor Authentication:** Defendants must require each Model to register for multi-factor authentication when opening an account.

3. **Notice to Model:** For each piece of Content uploaded by a Model, provide a notice to the Model at the time of uploading. The notice will inform the Model that Defendants will review Content prior to its publication and that Defendants will report actual or suspected CSAM or NCM to the National Center for Missing and Exploited Children or to relevant law enforcement.

4. **Affirmation of No CSAM and NCM:** For each piece of Content uploaded by a Model, the Model will be required to affirm that the Content does not contain CSAM or NCM.

5. **Depicted Person Verification**: Prior to publication, Defendants will Verify:

a. That every Depicted Person was eighteen (18) years of age or older at the time such Content was uploaded. If the Defendants determine that a Depicted Person was under eighteen (18) years of age when the Content was created, the Content will be rejected, Deleted, and fingerprinted, and will proceed through the Disposition Process identified below in Section VI; the Model shall be Banned and any other Content uploaded by the same

Model and depicting the same Depicted Person shall be audited for compliance;

b. That every Depicted Person consented to the (i) Sexually Explicit Conduct; (ii) Content being created; and (iii) Content being distributed, provided that this requirement is not required for a Depicted Person who has previously met this requirement for other Content uploaded by the same Model; and

c. That every Depicted Person is Validated upon each upload.

d. If the Depicted Person's face is not visible in the Content, Defendants will use additional means, which may include reviewing other Content or images featuring the face of the Depicted Person, or other records, to Validate the Depicted Person.

6. [redacted]

C. At a minimum, Defendants must include the following processes and procedures for Content Partners:

1. **Know your Customer ("KYC") Onboarding Process**:

a. Collection of account information:

i. Account holder's name and company details;

ii. Company principal's information; and

iii. Principal's contact email and government-issued ID.

b. Collect documentation based on application type:

i. Individual applicants: Government-issued photo ID and proof of domain ownership.

ii. Company applicants: Certificate of incorporation, company register extract, declaration of directors/UBOs, certificate of good standing, government ID from company's principal, and proof of domain ownership.

c. Content review:

i. Request access to and undertake reasonable review of Content Partner's available Content, whether free or paid;

ii. Review Verification documents for a random sample of Content of the Content Partner selected by the Defendants; and

iii. Subject all uploaded Content to moderation as described in Provision II.A.

d. If the Company discovers that principals of company applicants appear on sex offender lists or have been convicted of sexual crimes or serious violent crimes (such as murder or kidnapping), the Content Partner will be Banned and all Content uploaded by that Content Partner will be removed.

2. **Content Partner audits**: At least once every twelve (12) months, require that Content Partners produce the documents establishing consent, Verification, and Validation of each Depicted Person for a random sample of the Content Partner's Content. Defendants will Suspend all Content for which Content Partner fails to provide the requested documentation within thirty (30) days. Such Content may not be republished or otherwise made available to Websites by Defendants unless the Content Partner provides the requested documentation. If, as part of an audit, a Content Partner fails to provide requested documentation for any one piece of Content within forty-five (45) days, Defendants must initiate a subsequent audit for a new sample of previously unaudited Content. Failure to comply with subsequent audits will result in removal of Content Partner account, Suspension of all Content Partner Content, and Deletion of all Content Partner Content.

D. For any advertisements supplied by advertiser Websites, Defendants shall ensure that any photograph, film, video, picture, audio recording, or computer-generated image, including all metadata, depicting Sexually Explicit Conduct contained therein meets all Verification and Validation requirements and subject it to moderation as described in Provision II.A.

II. CONTENT MODERATION.

A. **Automated Review of Content:** Utilizing available tools and technologies to review Content to determine whether it is actual or suspected CSAM or NCM prior to its publication or otherwise making it available to any Website, including, but not limited to:

1. Comparing Content, via internal or external tools, to Content previously identified and/or fingerprinted or otherwise marked by the tools as actual or suspected CSAM or NCM. Where such tool is a verified third party hash list (such lists to be determined in good-faith consultation with the Monitoring Committee, with Defendants retaining final decision-making authority subject to commercially reasonable and legally permissible implementation), if such a comparison indicates that a piece of Content matches previously identified or reported actual or suspected CSAM or NCM or is likely to be CSAM or NCM, Defendants shall not publish it or otherwise make it available on any Website. For all other tools, if Defendants'

review determines that the Content is not or is not likely to be actual or suspected CSAM or NCM, Defendants may publish the Content, provided that the Content meets all other moderation, Verification, and Validation requirements.

2. To the extent Defendants use Moderators to review Content:

    a. At least one Moderator must exclusively watch and listen to each piece of Content in its entirety, and where the Content is uploaded by a Model, Validate each Depicted Person;

    b. Moderators must review the language spoken or heard in all Content. The Moderator reviewing a particular piece of Content must be either fluent in the primary languages spoken in such Content or must review a transcription of the Content that has been translated into a language in which the Moderator is fluent;

    c. A Moderator's salary, bonus, or any other financial compensation may not be based solely or substantially on the amount or quantity of Content that the Moderator reviews during any given time period.

B. **Technology:**

1. Defendants agree to periodically assess and evaluate their use of technology tools to monitor for, detect, and remove CSAM and NCM from their Websites, including any such technology proposed or suggested by the Monitoring Committee.

C. **Training:**

1. Mandatory CSAM Prevention training for trust and safety employees that addresses the following:

    a. The current and emerging risks and harms associated with the publication and dissemination of CSAM and NCM;

    b. The safeguards implemented by Defendants related to CSAM and NCM prevention;

    c. How Content is flagged, fingerprinted, and removed;

    d. How users are Banned; and

    e. How and when Content is reported and who it should be reported to.

2. This training must be provided upon hire and on at least an annual basis thereafter to all moderators and employees with responsibilities related to Content and CSAM and NCM prevention.

D. **Moderation Policies:**

1. Policies, practices, procedures, and technical measures designed to ensure the consistent and thorough review of Content to determine whether it is actual or suspected CSAM or NCM, both before that Content is published on any Website and upon Defendants' receipt of any report or complaint that the Content may be CSAM or NCM.

III. CONTENT REMOVAL REQUESTS.

A. Policies, practices, procedures, and technical measures regarding Content Removal Requests, including, but not limited to:

1. Implementing a process by which an individual, without requiring an account with a Website, can submit a Content Removal Request. The process will include:

   a. A link or button on the home page for each Website as well as each webpage displaying Content for an individual to submit a Content Removal Request; and

   b. An easy-to-use Content Removal Request form that includes a link to an explanation of Defendants' review process;

   c. Upon receipt of a Content Removal Request with an email address for which the Defendants have Verified that the submitter has access to:

      i. Immediate Suspension of all Content identified in the Content Removal Request that provides a valid URL for the Content;

      ii. The Suspension, within seventy-two (72) hours of all Content identified in the Content Removal Request by title or other information that permits Defendants to identify Content through a search of Defendants' Websites and internal systems; and

      iii. If after twenty-four (24) hours Defendants are unable to locate the Content, Defendants will use the contact information provided to contact the individual who submitted the Content Removal Request with the request to obtain additional information to assist Defendants in locating the Content;

   d. Upon receipt of a Content Removal Request without an email address or without an email address that Defendants have Verified that the submitter has access to, the Suspension within five (5) days, of all Content identified in the Content Removal Request by URL, title, or other information that permits Defendants to identify Content through a search of Defendants' Websites and internal systems;

   e. Processes and technical measures that readily inform the submitter of the status of each Content Removal Request; and

f. Content Removal Request Content may not be republished or otherwise made available to any individual by Defendants unless Defendants confirm that the Content meets the safeguards required under sub-Provision Section I.B.5 and that the Content is not suspected CSAM or NCM, and, where the Depicted Person submitting the claim has been Verified and Validated if the Depicted Person has withdrawn their removal request. For Content Removal Requests that include an email address Defendants have Verified that the submitter has access to, Defendants must notify the submitter when any Content associated with the submitter's Content Removal Request is republished or otherwise made available to any individual by Defendants.

IV. WITHDRAWAL OF CONSENT.

A. Policies, practices, procedures, and technical measures regarding Withdrawal of Consent, including, but not limited to:

1. Implementing a process by which an individual, or an individual's representative that has provided sufficient proof of representation, without being required to have an account with a Website, can submit a request that Defendants remove one or more pieces of Content or all Model Content that has been Verified to include the individual, from Website(s) based on the Withdrawal of Consent (a "Withdrawal of Consent Request"). The process must include:

a. A link or button on the home page for each Website as well as each webpage displaying Content or as a standalone option in the Content Removal Request process pursuant to Provision III for an individual, or an individual's representative, to submit a Withdrawal of Consent Request, as well as a link to an explanation of the process by which Defendants review each Withdrawal of Consent Request;

b. Upon receipt of a Withdrawal of Consent Request with an email address that Defendants have Verified the submitter has access to:

i. The immediate Suspension of all Content identified in a Withdrawal of Consent Request by a valid URL;

ii. The Suspension, within seventy-two (72) hours of all other instances of the same Content uploaded by a Model requested in a Withdrawal of Consent Request by a valid URL from all Websites;

iii. If after twenty-four (24) hours Defendants are unable to locate the Content, Defendants will use the information available to contact the individual who submitted the Withdrawal of Consent Request with the request to obtain additional information to assist Defendants in locating the Content;

iv. The Suspension, if requested, within seven (7) days of all Content uploaded by a Model that has been Verified to include the individual (collectively, "Withdrawal of Consent") from all Websites; and

v. Processes and technical measures that readily inform the submitter of the status of each Withdrawal of Consent Request submitted pursuant to this sub-provision.

c. Upon receipt of a Withdrawal of Consent Request without an email address that Defendants have Verified the submitter has access to, the Suspension:

i. Within five (5) days, of all Content uploaded by a Model identified in the Withdrawal of Consent Request by URL, title, or other information that permits Defendants to identify Content through a search of Defendants' Websites and internal systems; and

ii. Within ten (10) days, all other instances of the same identified Content uploaded by a Model from all Websites.

d. Any Content Suspended pursuant to a Withdrawal of Consent Request may only be republished or otherwise made available by Defendants if the Depicted Person withdrawing Consent is Verified and Validated and has withdrawn the Withdrawal of Consent Request, or if:

i. The Withdrawal of Consent Request was submitted by an individual who lacked or is unable to provide sufficient proof of representation of an individual appearing in the Content uploaded by a Model:

1. Defendants confirm that the Content meets the safeguards required under its policies and procedures; and

2. The Content is not suspected CSAM or NCM.

e. For Withdrawal of Consent Requests that include an email address that Defendants have Verified the submitter has access to, Defendants must notify the submitter when any Content associated with the submitter's Withdrawal of Consent Request is republished or otherwise made available to any individual by Defendants.

2. Any Content uploaded by a Model and Suspended pursuant to Withdrawal of Consent Requests determined to have been submitted either by the individual appearing in the Content, or by a submitter with sufficient proof of representation of such individual ("Withdrawal of Consent Content"), will be subject to the following requirements:

a. Within twenty-four (24) hours of such determination, Defendants must Suspend from all Websites all other instances of the same Content, or portions of the same Content that Defendants are able to identify through

the content identification tools and technologies utilized by Defendants in the ordinary course of business; and

b. Within three (3) days of such determination, Defendants must:

i. Fingerprint or otherwise mark the Content, including all other instances of the same Content, or portions of the same Content that Defendants are able to identify through the content identification tools and technologies utilized by Defendants in the ordinary course of business, as Withdrawal of Consent Content to facilitate efforts to prevent it from being republished or otherwise made available to an individual;

ii. Delete any webpage where any instances of the same Content, or portions of the same Content that Defendants are able to identify through the content identification tools and technologies utilized by Defendants in the ordinary course of business, was hosted. However, any webpage, including all metadata, upon which the Content was hosted, that Defendants are otherwise required to Delete pursuant to this sub-provision may be retained or disclosed to the extent requested by a government agency in a formal preservation letter that identifies the specific data to be preserved or required by compulsory process, a request from law enforcement, a litigation hold, or otherwise required by law, regulation, or court order; and

iii. Request that Google, Bing, and Yahoo! de-index the Website webpage(s) upon which the Content was hosted. For search engines for which the Defendants must manually request such de-indexing, the deadline is seven (7) days after determination of the Content to be Withdrawal of Consent. To the extent that the Monitoring Committee identifies additional search engines that may need to be included in this process, the Defendants will confer in good faith to ascertain the feasibility and necessity of adding such sites to this provision, with Defendants retaining final decision-making authority unless this Appendix A expressly provides otherwise.

V. FLAGGING CONTENT.

A. **Law Enforcement:** Policies, practices, procedures, and technical measures regarding requests by law enforcement agencies to remove Content.

1. Implementing a process by which any law enforcement agency can request that Defendants remove Content available on a Website suspected as CSAM or NCM ("Law Enforcement Request"). The process will include:

a. A link or button on the home page for each Website so that any law enforcement agency can request the removal of Content because it is suspected as CSAM or NCM;

b. Upon receipt of a Law Enforcement Request with a validated law enforcement email address:

i. Immediate Suspension of Content identified in the Law Enforcement Request that provides a valid URL for the Content;

ii. The Suspension, within seven (7) days, of all other instances of the same Content identified by a valid URL from all Websites;

iii. The Suspension:

1. Within seventy-two (72) hours, of all Content identified in the Law Enforcement Request by means other than a valid URL, such as a title or other information that permits Defendants to identify Content through a search of Defendants' Websites and internal systems;

2. Within seven (7) days, of all other instances of the same Content identified in the Law Enforcement Request by means other than a valid URL, such as a title or other information sufficient to identity the Content, from all Websites;

c. Processes and technical measures that readily inform a law enforcement agency of the status of each Law Enforcement Request it has submitted;

d. The Content subject to a Law Enforcement Request may not be republished or otherwise made available to any consumers by Defendants until:

i. Law enforcement that submitted the Law Enforcement Request informs Defendants that the Content is not CSAM or NCM; or

ii. Defendants confirm the Content meets the safeguards required under its policies and procedures, and Defendants' review determines that it is not suspected CSAM or NCM, and wait forty-eight (48) hours after notifying law enforcement that submitted the Law Enforcement Request that the Content will be republished or otherwise made available.

iii. If after twenty-four (24) hours Defendants are unable to locate the Content, Defendants will use reasonable efforts to contact the law enforcement agency who submitted the Law Enforcement Request with a request to obtain additional information to assist Defendants in locating the Content.

B. **Registered User Flags.**

1. Policies, practices, procedures, and technical measures so that a registered user of a Website can flag or otherwise report to Defendants for review Content, comments, or direct messages between a user, Content Partner and/or Model and users on a Website, to the extent available, because the Content, comment or direct

message (a) contains actual or suspected CSAM or NCM; (b) promotes, encourages, or solicits the creation, publication, or dissemination of CSAM or NCM; or (c) encourages, promotes, solicits, or engages in child abuse or non-consensual sexual activities. The process will include:

a. A link or button in proximity to each user comment and direct message between users so that a registered user may flag or otherwise report the comment or direct message for review by Defendants, as well as a link to an explanation of the process by which Defendants review each flag or report;

b. Defendants' review of any flagged or otherwise reported user comment or direct message within three (3) days of such flagging or reporting to determine whether it (i) promotes, encourages, or solicits the creation, publication, or dissemination of CSAM or NCM, or (ii) encourages, promotes, solicits, or engages in child abuse or non-consensual sexual activities;

c. The immediate removal of any user comment or direct message Defendants determine (i) promotes, encourages, or solicits the creation, publication, or dissemination of CSAM or NCM, or (ii) encourages, promotes, solicits, or engages in child abuse or non-consensual sexual activities; and

d. The Banning, within three (3) days, of any registered user that Defendants determine has posted a comment or sent a direct message (i) promoting, encouraging, or soliciting the creation, publication, or dissemination of CSAM or NCM, or (ii) encouraging, promoting, soliciting, or engaging in child abuse or non-consensual sexual activities. In Banning such a registered user, Defendants must Ban all accounts of that user on all Websites and implement measures to facilitate efforts to prevent the user from creating an account for uploading Content to any Website.

C. **Trusted Flaggers.**

1. Upon receipt of a Trusted Flagger Report ("TFR") with an email address that Defendants have confirmed that the submitter has access to, the:

a. Immediate Suspension of all Content identified in the TFR that provides a valid URL for the Content;

b. The Suspension, within twenty-four (24) hours, of all Content identified in the TFR;

c. If after twenty-four (24) hours Defendants have not identified the Content, Defendants must attempt to connect with the Trusted Flagger who submitted the TFR to obtain additional information to assist in locating the Content;

d. Processes and technical measures that readily inform the Trusted Flagger of the status of each TFR; and

e. Preventing Content identified by the TFR from being republished or otherwise made available to Websites unless Defendants confirm that the Content has been Verified and Validated.

VI. DISPOSITION OF ACTUAL OR SUSPECTED CSAM OR NCM.

A. Policies, practices, procedures, and technical measures to address any instance in which Defendants have Suspended actual or suspected CSAM or NCM on the Websites, including, but not limited to:

1. For instances of such actual or suspected CSAM or NCM identified outside the processes pursuant to its policies and procedures Suspending such Content, as well as all other instances of the same Content, or portions of the same Content that Defendants are able to identify through the content identification tools and technologies utilized by Defendants in the ordinary course of business, from all Websites within twenty-four (24) hours of Defendants' review determining that it is actual or suspected CSAM or NCM;

2. Within three (3) days of determination of such Content to be actual or suspected CSAM or NCM:

a. Fingerprinting or otherwise marking the Content, including all other instances of the same Content, as actual or suspected CSAM or NCM to facilitate efforts to prevent it from being republished or otherwise made available to an individual;

b. Deleting any Website webpages on which any instances of the same Content, or portions of the same Content that Defendants are able to identify through the content identification tools and technologies utilized by Defendants in the ordinary course of business, was hosted. However, any Website webpage upon which the Content was hosted that Defendants are otherwise required to Delete pursuant to this sub-provision may be retained or disclosed to the extent requested by a government agency in a formal preservation letter that identifies the specific data to be preserved or required by compulsory process, a request from law enforcement, a litigation hold, or otherwise required by law, regulation, or court order; and

c. Request that Google, Bing, and Yahoo! de-index the Website webpage(s) upon which the Content was hosted. For search engines for which the Defendants must manually request such de-indexing, the deadline is seven (7) days after determination of the Content to be actual or suspected CSAM or NCM. To the extent that the Monitoring Committee identifies additional search engines that may need to be included in this process, the Defendants will confer in good faith to ascertain the feasibility and necessity of adding

such sites to this provision, with Defendants retaining final decision-making authority unless this Appendix A expressly provides otherwise;

3. For Content uploaded by a Model determined to be such actual or suspected CSAM or NCM within seven (7) days, Defendants must:

    a. Suspend all Content on all Websites uploaded by the Model who uploaded the CSAM or NCM Content; and

    b. Ban all accounts of that Model from all Websites, and implement measures to facilitate efforts to prevent the Model from creating an account for uploading Content to any Website.

4. Within seven (7) days of determination of actual or suspected CSAM or NCM Content, upon request of any non-consenting individuals featured in such Content, assigning a case manager responsible for responding to information requests or other inquiries from the individual relating to such Content;

5. For instances of such actual or suspected CSAM or NCM identified outside the processes, pursuant to its policies and procedures, Suspending such Content, as well as all other instances of the same Content, or portions of the same Content that Defendants are able to identify through the Content identification tools and technologies utilized by Defendants in the ordinary course of business, from all Websites within twenty-four (24) hours of Defendants' review determining that it is actual or suspected CSAM or NCM; and

6. Defendants and the Monitoring Committee will confer in good faith to ascertain the feasibility and necessity for rerunning specific automated tools against Content on a periodic basis, with Defendants retaining final decision-making authority unless this Appendix A expressly provides otherwise.

VII. RESTRICTIONS ON TERMS.

A. Policies, practices, procedures, and technical measures to prevent searching for or tagging or titling Content with terms Defendants have determined suggest the Content is CSAM or NCM, including but not limited to:

1. Displaying a message whenever a person searches for Content using such terms:

    a. Stating that the person may be attempting to access Content that is CSAM or NCM, which may be illegal; and

    b. Where available, and provided to Defendants by relevant or applicable organizations, contact information for organizations that provide help to persons who have sought CSAM or NCM.

2. Preventing the use of restricted terms in metadata in freeform text fields on the Websites, such as comments, tags and titles, Communications, and searches to any Websites, subject to restrictions under applicable laws.

VIII. REPORTING ACTUAL OR SUSPECTED CSAM.

A. Policies, practices, procedures, and technical measures designed to ensure Defendants report any actual or suspected CSAM uploaded to, or identified on, a Website to the National Center for Missing and Exploited Children within seventy-two (72) hours of Defendants' determination that the Content is actual or suspected CSAM.

IX. PERIODIC ASSESSMENT AND MONITORING OF SAFEGUARDS.

A. **At least once every twelve (12) months:**

1. Assess the sufficiency of any safeguards in place to address the internal and external risks that could result in the publication of CSAM or NCM on a Website, and modify the CSAM and NCM Prevention Program based on the results; and

2. Monitor the effectiveness of the safeguards and modify the CSAM and NCM Prevention Program based on the results.

B. **Ongoing evaluation of adequacy of practices and procedures.**

1. Evaluate and adjust the CSAM and NCM Prevention Program in light of any material changes to:

a. Defendants' operations or business arrangements;

b. New or more efficient technological or operational methods to control for CSAM or NCM;

c. Any other circumstances that Defendants know or have reason to know may have a material impact on the effectiveness of the CSAM and NCM Prevention Program or any of its individual safeguards; and

d. At a minimum, Defendants must evaluate the CSAM and NCM Prevention Program at least once every twelve (12) months and modify the CSAM and NCM Prevention Program based on the results, as necessary.

C. **Semi-Annual Reporting:** Within ninety (90) days of June 30 and December 31 of each calendar year, publish a hyperlink on the home page of each Website to a report detailing Defendants' implementation and enforcement of policies, practices, procedures, and technical measures to prevent the publication and dissemination of CSAM and NCM ("CSAM and NCM Prevention Transparency Report"). Each CSAM and NCM Prevention Transparency Report must include the following information for the six (6) months preceding the end of the applicable reporting period (i.e., June 30, December 31):

1. A description of all business units or teams (e.g., compliance, Moderators) involved in Defendants' CSAM and NCM prevention efforts;

2. A description of each policy, practice, process, procedure, tool, and technical measure employed by Defendants designed to ensure that the Websites are not used for the publication or dissemination of CSAM or NCM, including but not limited to:

    a. A description of each policy, practice, process, procedure, tool, and technical measure employed by Defendants to Verify the identity, age, and consent of each person depicted participating in the Sexually Explicit Conduct in Content on the Websites;

    b. A description of what constitutes CSAM and NCM;

    c. A description of each policy, practice, procedure, tool, and technical measure employed by Defendants to detect, identify, remove, and/or report CSAM and NCM;

    d. A graphical representation of the process by which Defendants review Content for the presence of CSAM and NCM;

    e. A description of the review process where a Moderator does not speak the language spoken or presented in Content;

    f. A description of Defendants' processes for responding to CSAM and NCM on the Website, including but not limited to those concerning persons and entities attempting to upload CSAM or NCM to a Website or otherwise using a Website to disseminate CSAM or NCM;

    g. A description of each process by which individuals, organizations, and law enforcement agencies may report or flag actual or suspected CSAM and NCM on the Websites to Defendants, as well as the policies, practices, and procedures governing Defendants' response to any such report or flag;

    h. A description of all processes by which, and categories of circumstances under which, Defendants report CSAM and NCM to an external organization or agency;

    i. A description of Defendants' membership in any industry organizations, partnerships, or other collaborations related to the detection, identification, removal, and/or prevention of CSAM or NCM, or related to child safety; and

    j. An explanation of any material updates or changes to Defendants' policies, practices, procedures, or technical measures insofar as they relate to preventing the upload of, or to the detection, identification, and/or removal of CSAM or NCM.

3. Detailed metrics on the results of Defendants' efforts designed to ensure that the Websites are not used for the publication or dissemination of CSAM and/or NCM, including both narrative explanation and numerical data displayed in charts and/or graphs on the following metrics:

    a. The number of photos and videos uploaded to the Websites;

    b. The number of photos and videos published or otherwise made available to an individual on the Websites;

    c. The number of unique Withdrawal of Consent Requests received in connection with the Websites;

    d. The number of unique Content Removal Requests, flags, and Law Enforcement Requests received in connection with actual or suspected CSAM or NCM on the Websites;

    e. The number of actual or suspected CSAM and NCM photos and videos uploaded to, but not published or otherwise made available to individuals on the Websites, including a breakdown of how such Content was identified as actual or suspected CSAM or NCM (e.g., moderation, tool, technology);

    f. The number of actual or suspected CSAM and NCM photos and videos removed from the Websites, including a breakdown of how such Content was identified as actual or suspected CSAM or NCM (e.g., moderation, technology, Content Removal Request, flag, Law Enforcement Request), the average number of days such Content was available on the Websites, and the average number of views such Content received before it was removed;

    g. The number of accounts identified as attempting to upload, publish, or disseminate actual or suspected CSAM and/or NCM in connection with the Websites, as well as a breakdown of what actions were taken with respect to these accounts in response;

    h. The number of accounts Suspended, Banned, or otherwise actioned in connection with the attempted upload, publication, or dissemination of actual or suspected CSAM and/or NCM in connection with the Websites, as well as how many of these accounts were reinstated and the reasons for any such reinstatements;

    i. The number of reports of actual or suspected CSAM and NCM made to outside organizations that seek to prevent CSAM or NCM (e.g., the National Center for Missing and Exploited Children);

    j. The number of videos that were not initially published due to the inability to validate that any Depicted Person(s) were verified as the face(s) of the

Depicted Person(s) were not visible, and were only published after alternative procedures were performed to Validate the Depicted Person(s);

k. The number of videos that were not published due to the inability to Validate that all Depicted Person(s) were Verified, where reasonable additional means as identified in Section I.B.5.d above were unavailable; and

l. The number of Content Removal Requests that were closed without further action on the reported content, account, or information because they were determined to be unverifiable, inaccurate, abusive, or a false report.

X. MISCELLANEOUS

A. Capitalized terms used in this Appendix A shall have the meaning set forth in the Term Sheet to which this Appendix is attached.

B. In the event that any provision of this Appendix A conflicts with any obligation imposed under any law, statute, regulation, judicial decision, or administrative determination applicable to or binding on any Defendant, whether now existing or subsequently enacted, adopted, or announced (collectively, a "Controlling Legal Requirement"), Defendants' conduct shall be governed by and conform to the applicable Controlling Legal Requirement. For clarity, nothing in this Appendix A prohibits any Defendant from preserving, retaining, reviewing, producing, or disclosing Content, account information, records, metadata, communications, or other information in response to a preservation request, subpoena, warrant, court order, regulatory request, law enforcement request, litigation hold, discovery obligation, or other compulsory process, or as otherwise required or permitted by applicable law. The invalidity of any provision of this Appendix A by reason of any Controlling Legal Requirement shall not limit the validity or enforceability of any other provision of Appendix A that is not governed by that Controlling Legal Requirement.

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

JANE DOE on behalf of herself and all others similarly situated,

Plaintiff,

v.

MINDGEEK USA INCORPORATED, MINDGEEK S.A.R.L., MG FREESITES, LTD (D/B/A PORNHUB), MG FREESITES II, LTD, MG CONTENT RT LIMITED, AND 9219-1568 QUEBEC, INC. (D/B/A MINDGEEK),

Defendants.

Case No. 8:21-cv-00338-WLH-ADS

Hon. Wesley L. Hsu

CLASS ACTION

DECLARATION OF GREGORY ZARZAUR IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

DECLARATION OF GREGORY ZARZAUR

I, Gregory Zarzaur, declare as follows:

1. I am an attorney admitted to the bars of Alabama and Mississippi. I am over eighteen years of age and have personal knowledge of the facts set forth in this declaration and could and would testify competently to them. I submit this declaration in support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement.

2. I am the founding member of the law firm Zarzaur Law LLC, attorneys of record for Plaintiff Jane Doe #1 in *Jane Doe #1 v. MG Freesites, Ltd, D/B/A "Pornhub", et al.*, Case No. 7:21-cv-00220-RDP (N.D. Ala.) (the "Alabama Action") and Court-appointed Class Counsel in the Alabama Action along with Josh Hayes of Prince Glover Hayes, Kimberly Adams of Levin Papantonio, Guy D'Andrea of Laffey Bucci D'Andrea Reich & Ryan, Mark Schoeller, Kevin Kent, and Vanessa Huber of Clark Hill PLC, and Danielle Pinter and Christen Price of the National Center on Sexual Exploitation Law Center ("Alabama Class Counsel"). I have no knowledge of the existence of any conflicting interest between Alabama Class Counsel and any of its attorneys on the one hand, and Plaintiff or any other Class Member, on the other.

3. Alabama Class Counsel consist of a robust team of lawyers and law firms who have experience in claims involving sex trafficking, sexual abuse, child sexual exploitation, and child pornography. The team also has extensive experience in complex litigation in federal court, including mass and class actions. Alabama Class Counsel are innovators and among the leaders in seeking justice for survivors of sex trafficking and sexual exploitation across the country. A copy of the profiles for members of the Alabama Class Counsel is attached hereto as **Exhibit 1**.

4. I was among the principal negotiators of the proposed class action settlement (the "Settlement Agreement") with Defendants and Plaintiff's counsel in

Jane Doe, et al. v. Mindgeek USA Inc., et al., Case No. 8:21-cv-00338-WLH-ADS (C.D. Cal.) (the "California Action") (collectively, the "Parties").[1]

5. This settlement with Defendants is fair, adequate, and reasonable. The named Plaintiff in the Alabama Action similarly supports this Settlement and believes it to be fair, adequate, and reasonable.

6. The Settlement Agreement is the result of nine in-person mediation days, one zoom mediation session, and eight rounds of mediation since 2022. The Parties successfully negotiated the terms of a global settlement of both the California Action and the Alabama Action following in-person mediation sessions on July 8-9, 2025, August 27, 2025, April 20-21, 2026, and May 11, 2026, with Randi Ellis, a private mediator. After the last mediation session with Ms. Ellis on May 11, 2026, which, like the April 2026 mediation sessions, was also overseen by the Honorable R. David Proctor of the United States District Court for the Northern District of Alabama, the Parties continued to negotiate with the assistance of the mediator until the Term Sheet was signed by all Settling Parties (as defined in the Settlement Agreement) on June 17, 2026. The Parties prepared and negotiated a Settlement Agreement formalizing the Term Sheet, which was executed on July 17, 2026.

7. Before the most recent rounds of mediation sessions began in July 2025, the Parties exchanged settlement offers and engaged in other mediations led by the Honorable Jay C. Gandhi (ret.) from JAMS ADR in May 2024 and, for the Alabama Action, by Randi Ellis in the Fall of 2022 and May of 2023. The Parties had sharply different views about many issues, including class certification, merits, damages, and what could be argued to the jury.

8. Alabama Class Counsel was very well informed of all material facts before reaching the proposed Settlement. Both Actions had long advanced past class certification, fact discovery, and expert discovery; full expert reports had been

[1] Unless otherwise noted, the capitalized terms used herein shall have the meanings set forth in the Settlement Agreement.

completed and trial preparation had begun. Throughout the cases, Alabama Class Counsel took steps to ensure that we had all the necessary information to advocate for a fair, adequate, and reasonable Settlement that serves the best interests of the Class. The Settlement negotiations were hard-fought and non-collusive. It is my unequivocal opinion that the Settlement is fair, adequate, and reasonable, and reflects a tremendous result for the Class, particularly given the risks faced on summary judgment in the California Action, and at trial and on appeal in both Actions.

9. The Alabama Action was originally filed over five years ago on February 11, 2021. Dkt. 1.[2] Plaintiff, along with Jane Doe #2, brought class-wide claims under 18 U.S.C. §§ 2252 and 2252A and the federal Trafficking Victims Protection Reauthorization Act ("TVPRA") (18 U.S.C. §§ 1591 and 1595).

10. The Alabama Action began with an extensive pre-suit investigation that included in-depth research on the Defendants' websites and business model. Alabama Class Counsel spent well over 100 hours learning about Pornhub and other MindGeek websites including the websites' terms of service, advertising, and revenue streams.

11. Alabama Class Counsel, working with expert consultants, performed technical research to build, strengthen, and later amend the complaint that resulted in the operative amended complaint. This included examination of the websites' operations, perceived changes in policy and process, contract terms with "Models" (now referred to as uploaders) and the Canadian Parliament's inquiry into allegations regarding content on Defendants' websites. Alabama Class Counsel along with their consultants conducted a data export analysis on publicly available files in connection with Defendants' removal of millions of videos from their websites. The team continued its review of information related to Defendants' processes including

[2] Unless otherwise noted, docket entry citations refer to docket entries in the Alabama Action, *Jane Doe #1 v. MG Freesites, Ltd, D/B/A "Pornhub", et al.*, Case No. 7:21-cv-00220-RDP (N.D. Ala.).

information related to onboarding new users and evolving terms of service. Further, the team performed further analysis of the website, including how content was uploaded and categorized, downloaded or otherwise disseminated to visitors or users of the Defendants' websites. Alabama Class Counsel also analyzed extensive corporate reorganization and rights transfers, trademark transfers, ownership and responsibility shifts.

12. This research and documentation were instrumental to successes at the pleading and discovery stages and instrumental in crafting discovery requests and providing the Plaintiffs with a strong basis to press for certain discovery that was opposed or objected to by the Defendants.

13. The Pornhub website and other MindGeek websites were modified as this litigation progressed. The pre-suit research and documentation of the Pornhub website conducted in pursuit of the Alabama Action helped to ensure that some of the historical processes and conduct on the MindGeek websites at issue in the litigation were preserved.

14. Defendants filed a motion to dismiss, Plaintiffs opposed, and the Court denied the motion in full. The Court rejected, at the pleading stage, Defendants' arguments that they were protected by Section 230 of the Communications Decency Act of 1996 ("Section 230"). Dkt. 42; *Doe #1 v. MG Freesites, LTD*, 676 F. Supp. 3d 1136, 1150-1163, 1169-1171 (N.D. Ala. 2022). The Court also found Plaintiffs had stated a plausible claim under the TVPRA. *MG Freesites, LTD*, 676 F. Supp. 3d at 1163-1167. Further, the Court found that the Plaintiffs plausibly alleged that Defendants knowingly received, possessed, and distributed child pornography in violation of 18 U.S.C. §§ 2252 and 2252A. *Id.* at 1167-1171. Finally, the Court found it had personal jurisdiction over Jane Doe #2's claims. *Id.* at 1172-1175.

15. Shortly after answering, Defendants moved to stay the case pursuant to 18 U.S.C.§ 1595(b)(1), arguing the civil case should be stayed while Plaintiff Jane Doe #1's trafficker was being criminally prosecuted, Dkt. 48, and Plaintiffs opposed,

Dkt. 52. A month later, the criminal action was fully adjudicated and Defendants withdrew their motion. Dkt. 54.

16. In the Spring of 2022, Plaintiffs and Defendants attempted to negotiate a 1) protective order; 2) a preservation order; and 3) a protocol for discovery of suspected or actual CSAM. After conferring, the parties were unable to come to a resolution and sought Court intervention. Dkt. 58 & 59. The Court held a full-day hearing on May 31, 2022 in which it assisted with negotiations. 5/31/22 Minute Entry. Following this, the parties submitted their proposals and the Court entered an order regarding Preservation of Documents, Electronically Stored Information, and Tangible Things, Dkt. 62, a Protective Order, Dkt. 61, and a Stipulation and Order on Discovery of Electronically Stored Information, Dkt. 60.

17. On June 6, 2022 and again in May of 2023, Plaintiff issued a subpoena for documents to the National Center for Missing and Exploited Children (NCMEC). NCMEC produced 652,944 documents in response to this subpoena on August 12, 2022.

18. Between April 19, 2022 and April 22, 2022, Plaintiff issued subpoenas to TrafficJunky, the advertising entity for Defendants; and Amazon Web Services and Google Cloud, both believed to be Defendants' storage and cloud computing platforms. Lengthy objections made by these three non-parties required extensive meet and confer efforts.

19. The Court stayed the Alabama Action on September 7, 2022 pending mediation of the case. Dkt. 64. After that mediation was unsuccessful, the Court entered a Revised Schedule Order on January 10, 2023. Dkts. 65, 66. Plaintiffs immediately renewed their discovery efforts.

20. Defendants notified Plaintiffs of their intent to subpoena the third-party production studios who were alleged to be involved in Jane Doe #2's trafficking. Plaintiffs moved for a protective order, or in the alternative to quash Defendants' subpoenas. Dkts. 67, 69. For personal reasons, Jane Doe #2 ultimately decided to

request her case be dismissed without prejudice and the parties agreed to this stipulation. Dkt. 73. The Court dismissed Plaintiff Jane Doe #2's claim without prejudice. Dkt. 74.

21. Beginning in January 2023, Plaintiff Jane Doe #1 shared with Defendants a proposed discovery protocol for handling suspected or actual child sexual abuse material (CSAM) to be submitted for the Court's approval. Defendants questioned whether there was an avenue to conduct civil discovery regarding CSAM. The Court ordered the parties to attend a discovery hearing on May 24, 2023 to discuss this issue. Minute Entry 04/05/23. Plaintiff and Defendants each filed a pre-hearing memorandum outlining their positions. Dkts. 83, 85. The parties attended a full-day hearing along with third-party representatives from the Alabama Attorney General's Office and NCMEC. Minute Entry 05/24/23. Plaintiff and Defendants each filed a post-hearing memorandum outlining their positions regarding a discovery protocol for the handling of suspected or actual CSAM. Dkts. 87, 88, 91. On August 17, 2023, the Court entered an order creating a discovery protocol. Dkt. 92. This protocol gave the Court's authorization for the Alabama Attorney General's Office to request from NCMEC reports of suspected or actual CSAM or apparent CSAM that Defendants had made to NCMEC responsive to Plaintiff's discovery requests and authorized the Alabama Attorney General's Office to hold such items for the purposes of this lawsuit. *Id.* at 18. The Court also ordered Defendants to produce all suspected CSAM responsive to Plaintiff's discovery requests to the Alabama Attorney General's Office. *Id.* at 19.

22. In 2023, Plaintiff initiated an action against several of the Defendants in the Alabama Action and their corporate affiliates in Ireland in order to protect her and the Class's interests in the financial solvency and status of Aylo and its corporate family. *Jane Doe v. MG Freesites, Ltd, MG Freesites II Ltd, Mindgeek S.A.R.L, AYLO Premium Limited, MG Social Limited, Mindgeek USA Incorporated, MG CY Holdings Limited, AYLO Billing Limited, Mirmay Limited, Nutaku Publishing*

Limited, Appatomic Limited, Liquidum Limited, Record No. H.P.2023.005880 (IEHC) (hereinafter "the Irish Action"). The Defendants in the Irish Action include five Irish companies, five Cypriot companies, one Luxembourgian company, and one U.S. company. By taking advantage of proceedings and forms of relief that are available in Ireland and the European Union that may not be readily available in U.S. courts prior to the entry of a judgment, the Irish Action complemented and worked parallel to the Alabama Action to advocate for and protect the interests of Plaintiff and the Class to obtain the full relief to which they are entitled in the Alabama Action.

23. On December 1, 2023, Plaintiff filed a Plenary Summons in the Irish High Court in Dublin, Ireland against Aylo and its affiliates for breach of constitutional rights, seeking, among other things, an accounting and tracing of profits derived from activities relating to the videos on the MindGeek/Aylo websites of Plaintiff and other Class Members in the Alabama Action, disclosure of assets and liabilities, as well as interlocutory and protective orders to secure compliance with statutory and legal obligations under Irish and European law.

24. On May 21, 2024, solicitors for Aylo and its affiliates entered a conditional appearance in the Irish Action.

25. On May 23, 2025, Plaintiff issued a Notice of Motion in the Irish Action seeking disclosure orders against the Irish-registered entities named as Defendants in the Irish Action. The reliefs sought in that Motion included orders requiring disclosure of assets and liabilities, disclosure of bank accounts worldwide in which these Irish entities have an interest, and the filing of outstanding annual returns and financial statements with the Irish Companies Registration Office.

26. Plaintiff's foregoing Motion for interlocutory relief was stayed in July 2025 when Aylo and its affiliates moved to dismiss the Irish Action on jurisdictional and forum non conveniens grounds. According to Plaintiff's Irish counsel, Aylo's Motion in the Irish Action involved more legal work than most full High Court trials would entail, including a protracted exchange of extensive affidavits, exhibits,

independent expert legal opinions from the United States and comprehensive legal submissions. The hearing on Aylo's jurisdictional Motion was scheduled for hearing before the High Court on June 3, 2026 but the hearing was continued until October 2026 when the parties in the Alabama Action informed their respective counsel in Ireland that they were making progress toward potentially settling the class actions in the United States.

27. Unlike in the United States, lawyers in Ireland cannot be compensated for their work based on a contingent fee agreement. As a result, the fees and expenses of Plaintiff's lawyers in Ireland are a cost that Plaintiff incurred in supporting and fully litigating, and protecting the interests of the Class, in the Alabama Action.

28. Jarlath Ryan (senior counsel), Jim O'Callaghan (senior counsel), Sam Saarsteiner (barrister at law), and Robert O'Reilly (barrister at law) represented Plaintiff in the Irish Action.

29. In the Alabama Action, Plaintiff propounded 25 requests for production, 29 interrogatories, and 21 requests for admission on Defendants, and in response Defendants produced more than 9,865 files, excluding emails, chats and other native files, documents totaling around 618,047 pages, and 13 GB of native files. Defendants separately produced images, texts and/or videos of actual and suspected CSAM to the Alabama Attorney General's office. These documents were produced through a secure access-protected micro-site accessible to the Alabama Attorney General, a process that was initiated, coordinated, and shepherded by Alabama Class Counsel and the Court Order in the Alabama Action. Plaintiff took and defended sixteen fact depositions. Through discovery from Defendants, Plaintiff uncovered key documents and facts on liability issues that are referenced in detail by the Court in the Order denying the Defendants' Motions for Summary Judgment. Dkt. 261.

30. Plaintiff Jane Doe #2 participated in written discovery prior to her withdrawal from the case, including by responding to 28 requests for production and

18 interrogatories. Plaintiff Jane Doe #2 engaged in the process of gathering her responsive documents as well.

31. In pursuing this case, Plaintiff Jane Doe #1 had to undergo invasive and extensive discovery, including responding to 40 requests for admission, 40 requests for production and 40 interrogatories. Plaintiff produced around 2,577 pages of documents that included personal medical records, email, text, and other messages, and police files and/or reports. Plaintiff also sat for a full-day deposition during which she was examined about subjects including past physical abuse and neglect in childhood, history of sexual assault, self-harm, mental health, and her sexual history.

32. Alabama Class Counsel also invested significant resources into the expert discovery necessary to support the Class's claims. During class certification, Plaintiff engaged an expert, Mr. Timothy Weaver, who prepared a declaration spanning 21 pages, not including exhibits. Plaintiff defended Mr. Timothy Weaver's expert deposition during class certification and defeated Defendants' *Daubert* motion to exclude Plaintiff's expert's testimony. Dkt. 147 at 51.

33. During merits expert discovery, Plaintiff engaged six experts, who produced six opening expert reports and six rebuttal reports, totaling 371 pages. Defendants produced four opening expert reports and three rebuttal expert reports, totaling 162 pages. Collectively, the parties' expert reports totaled 533 pages including exhibits. Plaintiff's experts spent over 1,100 hours conducting their essential work in this case.

34. In the middle of fact discovery, Plaintiff moved for and secured class certification on December 19, 2023. Dkts. 147, 148. Plaintiff's motion for class certification comprised 3,941 pages of briefing and exhibits. Dkts. 94, 95. Defendants' opposition spanned 535 pages of briefing and exhibits, including 120 pages of declarations from three experts, Dkt. 102, and Plaintiff's reply totaled 184 pages of briefing and exhibits, Dkt. 129. In total, the parties submitted 4,660 pages of class certification briefing and exhibits. The court certified the following class:

"All persons who were under the age of 18 when they appeared in a video or image that has been made available for viewing on any website owned or operated by Defendants anytime from February 12, 2011, through the present." Dkt. 147.

35. Following class certification, Defendants filed a Rule 23(f) petition in the Eleventh Circuit, which Plaintiff opposed and Defendants lost. *See* Order Denying MindGeek's Rule 23(f) Petition, *MG Freesites Ltd, et al. v. Jane Doe*, No. 24-90001 (11th Cir. Feb. 12, 2024).

36. Shortly before the Eleventh Circuit denied Defendants' Rule 23(f) petition, on February 4, 2024, Defendants moved to transfer venue to the U.S. District Court for the Central District of California. Dkt. 160. Plaintiff responded in opposition, Dkt. 171, and Defendants replied in support of their motion, Dkt. 174. The Court denied Defendants' motion on March 9, 2024. Dkt. 180.

37. While Defendants were attempting appeal and to get the venue changed, Alabama Class Counsel was working vigilantly on obtaining remaining discovery items and getting the class notice approved.

38. In January and February of 2024, Alabama Class Counsel moved for issuance of letters rogatory to the Quebec Superior Court seeking information from five former employees and executives of Defendants who reside in Canada through the production of documents and depositions. Dkts. 150, 151, 152, 153, 155, 163, 164, 167, 168. After the Court granted Plaintiff's motions, Dkts. 156-157, 169-170, Plaintiff served the letters rogatory on the witnesses and began a lengthy (three years-long) process to attempt to gain documents and deposition testimony. This process included hiring Canadian counsel who attended hearings in a Canadian court on Plaintiff's behalf. Alabama Class Counsel was required to gather information regarding all of the evidence received from Defendants and answer questions brought forth from the Canadian witnesses' counsel. It also included the taking of a deposition of Alabama Class Counsel, Guy D'Andrea, Esq., in May of 2024 regarding the nature of the evidence sought. Plaintiff and the respondents agreed to a continuance *sine die*

of the Plaintiff's Application, and Plaintiff's hearing date scheduled for February 2-3, 2026 was postponed indefinitely.

39. On March 5, 2024, Plaintiff moved to compel Defendants to provide documents in response to certain requests for production. Dkts. 175, 176, 177, 181. On March 29, 2024, Defendants moved to compel Plaintiff's discovery responses to several interrogatories, requests for admission, and requests for production. Dkts. 187, 188, 190, 192. The Court ordered the parties to attempt to resolve the discovery issues and set a hearing on the Motion for Thursday, April 4, 2024. Dkts. 185, 191. After conferring at length with Defendants, it was determined that the parties could not reach agreement on several remaining issues, and Plaintiff filed her opposition to Defendants' motion to compel on April 24, 2024. Dkt 202. That same day, Defendants filed their opposition to Plaintiff's motion to compel. Dkt. 203. The Court held a hearing on April 24, 2024, in which it required the parties to continue discovery negotiations.

40. On March 6, 2024, Plaintiff moved to approve class notice. Dkt. 179. Defendants opposed Plaintiff's class notice plan. Dkt. 189.

41. On April 10, 2024, the Court approved Plaintiff's proposed notice plan in substantial part and appointed Epiq Class Action and Claims Solutions, Inc. ("Epiq") as Notice Administrator. Dkts.199, 208, 209. As described below, the notice plan included direct notice and an extensive, targeted media outreach and digital notice campaign, bolstered by the participation of NCMEC in distributing class notice to its survivor and law enforcement networks. It also included banner notices on Defendants' websites.

42. Class certification and opt-out notice proceeded as follows. Alabama Class Counsel provided Epiq with the background information, including the operative Complaint and the Order on the Motion to Dismiss in January 2024. On September 25, 2024, Epiq sent notice via electronic email to the individuals with emails and as identified by Defendants as potential CSAM victims or persons with

knowledge of potential CSAM victims. Epiq also launched its media outreach and supplemental digital notice efforts, publishing digital ads through search engines, social media, audio streaming service providers, and news digital platforms, and launched a press release to select newswires. Epiq also established a case-specific notice website, www.victimimagelawsuit.com, to provide additional information to potential class members. Epiq mailed out 37 third-party notice packets and notified 1,300 third-party organizations. In addition, NCMEC disseminated class notice to its direct service providers network, law enforcement victim advocates, and NCMEC's survivor network. The Canadian Centre for Child Protection (C3P) also disseminated class notice to its direct service providers' network. The opt-out deadline was December 6, 2024. Epiq's records, as of May 6, 2026, indicated that the notice website had a total of 54,388 unique sessions.

43. It is my opinion that Epiq adequately discharged its duties in its role as the Notice Administrator.

44. Fact discovery closed on March 19, 2024, Dkts. 66, 147, although several fact witness depositions occurred after the discovery cutoff with the Court's permission, Dkt. 183, 184.

45. Plaintiff renewed her motion to compel in part on July 8, 2024. Dkt. 210. The Court held a telephone conference on the motion on July 17, 2024. Minute Entry 07/17/24.

46. Due to a change in Defendants' counsel over the summer of 2024, the parties requested through informal communications with the Court and the Court consented to an extension of the dispositive motion deadline to September 6, 2024. Under the governing Revised Scheduling Order, Dkt. 66, the jury trial was set for "[f]ive months after the dispositive motion deadline . . . ." So, the jury trial was set for February 6, 2025. Dkt. 66.

47. On September 6, 2024, Defendants filed a motion for summary judgment on all of Plaintiff's claims. Dkt. 221. Plaintiff also filed a partial motion

for summary judgment on her 18 U.S.C. §§ 2252 and 2252A claims for receipt and distribution of child pornography. Dkt. 223. Plaintiff's affirmative motion totaled 4,796 pages of briefing and exhibits. In total, the parties submitted 13,706 pages of summary judgment briefing and exhibits.

48. On December 19, 2024, the Court denied both cross-motions for summary judgment. Dkt. 261.

49. On January 15, 2025, the Alabama Action was reassigned to the Honorable Judge R. David Proctor as the Honorable Judge L. Scott Coogler was retiring. Dkt. 263.

50. In early January 2025, Defendants filed a motion to decertify the class and a motion to certify for interlocutory appeal the Court's summary judgment ruling regarding two questions on Section 230 immunity. Dkts. 264-265, 266-267. Plaintiffs responded in opposition to both motions. Dkts. 269, 270. Defendants replied in support of their motions. Dkts. 273, 274.

51. On February 7, 2025, the Alabama parties filed a Joint Request for Status Conference to discuss setting the case for trial. Dkt. 271. The Court set a status conference on February 24, 2025 and directed the parties to confer and submit a Proposed Amended Scheduling Order on February 20, 2025 along with a joint report summarizing the case, its status, and any similar pending litigation. Dkt. 272. During the February 24, 2025 telephone conference, the Court directed the Plaintiff to file a brief on the proposed trial schedule and structure and what Plaintiff would establish at trial by March 10, 2025, and Defendants were directed to file a response by March 24, 2025. Dkt. 276. Plaintiff filed her brief, Dkt. 277, and Defendants filed their response, Dkt. 278. Defendants also requested oral argument on these issues. Dkt. 283. The Court granted this request, Dkt. 284.

52. Both Defendants' motion to decertify the class and motion to certify for interlocutory appeal were denied in May 2025. Dkts. 285, 286.

53. The Court set a pretrial conference for July 1, 2025, Dkt. 294, with trial anticipated to begin on September 2, 2025, Dkt. 293.

54. The parties in the Alabama Action began preparation for trial that was initially expected to begin as early as July 2024. The trial date was moved to begin February 6, 2025, *see supra* ¶ 46; and then moved again to September 2, 2025. Dkt. 293.

55. Defendants moved to continue the pretrial conference and trial on June 20, 2025. Dkt. 299. On June 23, 2025, the Court granted the motion in part and moved the pretrial conference and trial plan status conference to July 15, 2025. Dkt. 300. The Court ordered the parties to confer and submit a joint proposed Pretrial Order and file a joint report detailing a trial management plan by July 8, 2025. Dkt. 300. On July 7, 2025, Plaintiff responded in opposition to Defendants' motion to continue trial arguing that Plaintiff had been fighting for justice for over four years and delaying trial would only continue to deny Plaintiff justice. Dkt. 302. Defendants filed a reply in support of their motion to continue the trial on July 14, 2025. Dkt. 304.

56. In accordance with the Court's June 23, 2025 Order, the Alabama parties conferred and filed a Joint Trial Management Plan on July 8, 2025. Dkt. 303. The Alabama parties also submitted a confidential proposed pretrial order that same day.

57. The Court held a pretrial conference on July 15, 2025 during which the Honorable R. David Proctor vacated the trial date and directed the parties to resume mediation discussions. 7/15/2025 Minute Entry.

58. After the pretrial conference on July 15, 2025, all Parties renewed settlement efforts across both Actions, 7/15/2025 Minute Entry & Dkts. 307, 311, which culminated in this Settlement, Dkt. 312.

59. As discussed above, the Parties renewed mediation discussions through in-person sessions on August 27, 2025, April 20-21, 2026, and May 11, 2026, as well as several virtual sessions.

60. The cash portion of the Settlement is, in Alabama Class Counsel's view, exceptional. For Defendants' alleged violation of 18 U.S.C. § 2252A, each eligible Class Member would be entitled to statutory liquidated damages of $150,000 per Class Member in lieu of proving actual damages. *See* 18 U.S.C. § 2255(a).

61. In Alabama Class Counsel's judgment and experience, this Settlement is an outstanding recovery, particularly given the complexities of this Action, the risk of Section 230 foreclosing the litigation at trial or on appeal, and of trial, and the inherent uncertainties of litigation. The Settlement Fund amount of $120,000,000 is a guaranteed result for the Class that will result in meaningful monetary recovery for every Class Member. The non-monetary benefits to the Class under the policy and practice improvements and developments secured by Alabama Class Counsel and California Class Counsel (together "Class Counsel") and memorialized in Appendix A to the Settlement are also exceptional and will enhance how Defendants operate their websites. The Settlement also gives the Class Member survivors finality. It provides concrete relief without the delay, uncertainty, and risks of continued litigation, and without forcing the Alabama Plaintiff or the California Plaintiff to undergo even more trauma by facing the risks of exposure and the re-victimization that would be inevitable if they were to testify in a public, adversarial trial.

62. The specific terms and conditions of the Settlement are set forth in the Settlement Agreement, which is attached as **Exhibit B** to the Declaration of Krysta K. Pachman. The principal terms of the Settlement are as follows:

- Defendants will pay $120,000,000 into a common fund in exchange for a release of all class members' claims against Defendants that were asserted in the Actions, or that may have been asserted and that arose out of the same acts or omissions involved in the Actions through December 6, 2024 (the date of the last

opt-out period in the Alabama Action);

- The "class" consists of all persons who were under the age of eighteen when they appeared in a video or image that has been made available for viewing on any website owned or operated by the Defendants anytime from February 12, 2011, through December 6, 2024;
- Defendants agreed to make an initial payment of $25,000,000 to the Settlement Fund within thirty days of the Term Sheet becoming effective, then will pay the remainder of the $120,000,000 in six annual installments;
- Costs of notice, settlement administration, and any court-awarded attorneys' fees, expenses, and incentive awards, are to be paid from the Settlement Fund;
- Upon the Settlement Effective Date, Plaintiffs and the Class release all claims against Defendants that were asserted in the Actions or arise out of the acts, facts, or omissions involved in the Actions. The release does not cover claims arising from acts or conduct occurring after December 6, 2024. Claims against third-party platforms, Models or Content Partners (as those terms are defined in the Settlement Agreement), and non-fully Defendant entities are fully preserved;
- Defendants committed to extensive injunctive relief as set forth in Appendix A (described in more detail below);
- A three-person Monitoring Committee will be established to meet at least annually for a period of five years to assist in the enforcement and monitoring of Defendants' compliance with the injunctive relief set forth in Appendix A to the Settlement Agreement; and
- Defendants agreed to undergo external audits over a period of five years pertaining to satisfying the oblications described in Appendix A and as otherwise agreed by the Parties.

63. The Settlement Agreement also provides for extensive injunctive relief as set forth in Appendix A to the Settlement Agreement, which is directed at deterring

and reducing the uploading of CSAM on Defendants' websites. Key provisions in Appendix A specify that Defendants will do the following:

- Verify and Validate, using government-issued identification that every person who uploads and/or is depicted in Content on Defendants' websites was 18 years of age or older when the content was created;
- Enhance, implement, and conduct extensive content moderation procedures and policies that use both automated technological tools and human moderation aimed at reviewing, detecting, and removing suspected or actual CSAM from Defendants' websites;
- Conduct mandatory CSAM prevention training for all trust and safety employees;
- Implement expanded procedures regarding content removal requests, withdrawal of consent requests, and content flagging from law enforcement, trusted flaggers, and registered users;
- Enhance mandatory policies and procedures addressing instances of suspected or actual CSAM on Defendants' websites, including but not limited to fingerprinting and timely reporting content, deleting content, and banning users who uploaded suspected or actual CSAM or content that cannot be Verified as defined in the Settlement Agreement;
- Conduct annual assessments and monitoring of Defendants' CSAM safeguards and content moderation practices and procedures;
- Provide semi-annual public reporting on Defendants' websites regarding policies, procedures, and actions taken by Defendants relating to suspected or actual CSAM on Defendants' websites; and
- Expand procedures directed at preventing non-consensual material ("NCM") from being available on Defendants' websites.

64. As stated in the Settlement Agreement, Class Counsel will file a motion seeking reimbursement of their costs, fees, and for service awards for the Class

Representatives, which the Alabama Plaintiff also proposes to be heard at the same time as the final approval hearing. Class Counsel has committed to seeking a maximum of 1/3 of the $120 million Settlement Fund in fees, and this is reflected in the proposed notices. Class Counsel will not receive any funds until the Court has granted their fee request. Class Counsel also intends to request service awards of up to $150,000 for each Class Representative, up to $5,000 for the Jane Doe #2s in both the Alabama and California Actions.

65. The Parties propose that Gentle Turner & Benson, LLC—an experienced and reputable national class action administrator with particularly valuable experience in administering settlements involving sexual abuse claims—serve as Settlement Administrator to provide settlement notice, process claims, manage the escrow account where the Settlement Fund payments will be deposited, and handle all other services necessary to implement the Settlement. Settlement administration costs—including those incurred by the class notice administrators and to be incurred by Gentle Turner & Benson—will be paid directly from the Settlement Fund.

66. Alabama Class Counsel recommends the proposed plan of allocation described in the notice and attached in full as **Exhibit D** to the Declaration of Edgar C. Gentle, III. This plan was developed in conjunction with NCMEC and the proposed Settlement Administrator, and with input from Defendants. This distribution plan treats all Class Members equitably because it distributes settlement proceeds among Class Members per capita.

67. The Release is also equitable, as it treats all Class Members the same and does not affect apportionment of damages.

68. In sum, it is my strong opinion that the proposal is fair, adequate, and reasonable, especially in light of Alabama Class Counsel's detailed assessments of the strengths and weaknesses of the claims asserted, the applicable damages, and the likelihood of recovery.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on August 14, 2026, in Birmingham, Alabama.



Gregory Zarzaur

1. **EXHIBIT** 1 - Profiles of Alabama Class Counsel

Zarzaur
Exhibit 1

EXHIBIT 1

GREGORY ZARZAUR

Gregory Zarzaur is the founding member and lead trial lawyer at Zarzaur Law, LLC in Birmingham, Alabama. He has practiced law for over 25 years and has devoted more than a decade to representing crime victims - including survivors of human trafficking and sexual abuse - in civil litigation. He is a member of the National Crime Victim Bar Association.

Mr. Zarzaur is believed to be one of the first attorneys in the country to invoke a human trafficking civil remedy statute to bring suit on behalf of a sex trafficking survivor against a national hotel brand. In representing survivors, he has pursued claims under both the federal Trafficking Victims Protection Reauthorization Act (18 U.S.C. § 1595) and Alabama's Human Trafficking Act (Ala. Code § 13A-6-157). He is also among the few attorneys to have defeated a motion to dismiss filed by the website Backpage.com, which for years had invoked Section 230 of the Communications Decency Act to avoid liability for its role in facilitating sex trafficking.

Mr. Zarzaur's practice includes complex and class action litigation. He previously served as counsel for the Alabama Disabilities Advocacy Program (ADAP), an institutional plaintiff, in the class action *Braggs v. Dunn*, 367 F. Supp. 3d 1340 (M.D. Ala. 2019), in which the court found systemic constitutional

violations in the Alabama Department of Corrections' provision of prisoner mental health care. In addition to representing sex trafficking survivors, Mr. Zarzaur has also filed civil claims involving alleged TVPRA labor trafficking violations, and he obtained an Alabama Supreme Court ruling compelling high-ranking church officials to testify in a child sexual abuse case.

Mr. Zarzaur has been selected for inclusion in Alabama/Mid-South Super Lawyers every year since 2014 and is rated AV® Preeminent™ by Martindale-Hubbell®, its highest possible rating in both legal ability and ethical standards. He has been licensed to practice in Alabama since 2000 and Mississippi since 2001, and is in good standing in both bars. He is admitted to practice before the U.S. District Courts for the Northern, Middle, and Southern Districts of Alabama and the Northern and Southern Districts of Mississippi, as well as the U.S. Court of Appeals for the Fifth Circuit. He earned his B.A. degree from the University of Notre Dame and his J.D. from the University of Alabama School of Law.

JOSHUA HAYES

Joshua Hayes is a partner at Prince Glover Hayes in Tuscaloosa, Alabama where he represents individuals, businesses, and governmental entities in complex civil litigation. He has twice been appointed by Attorney General Steve Marshall to serve as a Deputy Attorney General, helping lead litigation on behalf of the State of Alabama involving the opioid crisis and, more recently, Alabama's consumer protection action against TikTok. He has volunteered through the Alabama State Bar's Volunteer Lawyers Program since the beginning of his legal career and has represented pro bono clients in matters ranging from Protection from Abuse proceedings to other civil cases involving individuals in crisis.

Josh is a past president of the Alabama Association for Justice, serves on the Alabama State Bar's Board of Bar Commissioners, the Alabama Law Foundation Board of Directors, and the Legal Services Alabama Board of Directors. He served as co-chair of the State Bar's Justice for All Task Force, and has served on the Alabama Supreme Court's Committee on the Alabama Rules of Civil Procedure since 2014. He currently serves as Chair of the Board of Directors of the United Way of West Alabama.

Josh is rated AV® Preeminent™ by Martindale-Hubbell®, the highest possible rating in legal ability and ethical standards. He is admitted to practice in the United States District Courts of Alabama, as well as the United States Court of

Appeals for the Eleventh Circuit. Josh graduated from the University of Alabama and received his J.D. from Thomas Goode Jones School of Law at Faulkner University.

KIMBERLY ADAMS

Since 2019, Mrs. Adams has made it her passion to pursue justice for survivors of human trafficking. She works hand in hand with national anti-trafficking organizations and survivor-advocates to support her clients and frequently speaks publicly to raise awareness about trafficking.

Mrs. Adams joined the Levin, Papantonio, Proctor, Buchanan, O'Brien, Barr & Mougey law firm in 2005. She has successfully litigated trafficking cases throughout the country against national hotel brands, tech giants, and other businesses who have benefitted from victims. Mrs. Adams has written several articles and amicus briefs in the Ninth Circuit and the United States Supreme Court in support of survivors and advocating against Section 230 immunity for technology companies. In addition to her case load and work with survivors, Mrs. Adams has served as Levin, Papantonio's general counsel, vice president, standing management team member, executive team member, and managed the firm's marketing efforts as well as the firm's intake operations.

Mrs. Adams has been AV® Rated by Martindale-Hubbell®, which is the highest rating achievable by attorneys. Additionally, Mrs. Adams has been selected for inclusion into the Bar Register of Preeminent Women Lawyers since 2013. She is past President of the National Trial Lawyers: Top 40 under 40 and National Women Trial Lawyers Association and a current member of the National Trial

Lawyers Top 100. She is a frequent speaker at national conferences involving all aspects of mass tort litigation and women's rights. Over her career, she handled single-event cases involving catastrophic injuries due to faulty products, car crashes, wrongful death, and admiralty/maritime cases. Mrs. Adams has also litigated complex product cases involving defective heart devices, anti-depressants leading to birth defects, defective UTVs, Zyprexa, Rezulin, Asbestos, and FenPhen, and was the firm's lead attorney in an antibiotic drug litigation resulting in a large settlement for her clients.

She is currently licensed to practice law before all Florida courts, including the Northern, Middle, and Southern Districts of Florida, and is admitted in many federal districts around the country.

Founded in 1955, Levin Papantonio (LP) is a 50-lawyer firm based in Pensacola, Florida. While maintaining a traditional local practice as it has for 70 years, the firm now enjoys a national reputation as a leader in mass tort and class action litigation.

LP attorneys have been appointed as lead counsel or as PEC/PSC members in more than 75 MDLs ranging from pharmaceutical/medical device litigation to environmental and securities cases. The firm is recognized for its ability to successfully resolve large MDLs.

LP also is known for the depth of its trial bench, which has won more than $2.5 billion in jury verdicts, including more than 150 jury verdicts exceeding $1 million. LP attorneys routinely serve as bellwether trial counsel in multidistrict litigation.

As a leader in the mass tort/class action space, LP hosts a semi-annual seminar (Mass Torts Made Perfect) that attracts more than 1,000 lawyers and judges to each event.

Despite LP's national practice, the firm remains committed to its local community. To date, LP attorneys and employees have donated more than $35 million and thousands of volunteer hours to charity. LP lawyers conduct a semi-annual "People's Law School" to educate local citizens regarding their civil and criminal rights.

Sample of LP Attorneys' Awards & Accomplishments

- Leadership Appointments in 75+ MDLs
- Appointed Class Counsel in 15 Class Actions 2013–2024
- Best Law Firms – U.S. News & World Report
- Best Lawyers in America
- National Law Journal – America's Elite Trial Lawyers & Hall of Fame
- President, National Trial Lawyers

- President, Florida Justice Association
- AAJ Board of Governors
- Public Justice Ass'n – Trial Lawyer of the Year Finalist
- Inner Circle of Advocates
- The Summit Council – Top Civil Justice Attorneys in the U.S.
- Florida Trend Legal Elite

Sample Verdicts

- $150 million – defective drug
- $480 million – airplane crash
- $43 million – fraud
- $380 million – environmental pollution
- $30 million – tobacco wrongful death
- $31 million – medical malpractice
- $43 million – defective drug
- $18 million – train derailment
- $21 million – age discrimination

GUY D'ANDREA

Guy D'Andrea is a tenacious and compassionate advocate for victims and survivors of abuse and assault. As a seasoned former prosecutor and now civil trial lawyer, Guy is fiercely dedicated to representing those who have suffered sexual and physical assaults/abuse in institutional settings. With a wealth of experience under his belt, Guy has successfully litigated around 100 jury trials and hundreds of bench trials, making him the champion you need in your corner.

Guy is unwavering in his pursuit of justice against religious organizations that have enabled child abuse for decades, if not longer. His noteworthy cases include litigation against the Catholic Church, Southern Baptist Church, Seventh-day Adventists, Evangelical Lutheran Churches of America, and various cults, among others. He is relentless in holding these institutions accountable for their actions, ensuring that the voices of the victims are heard.

Guy D'Andrea is a leading advocate in the fight against boarding school abuse, bringing justice to countless victims who have suffered at the hands of trusted educators and caretakers. He is relentless in his pursuit of accountability for institutions that have failed in their duty to protect their students from harm. He has successfully obtained over 125 million dollars for boarding school abuse survivors.

Guy also takes on cases involving bullying and hazing among children, recognizing the profound impact that these harmful behaviors can have on young

lives, especially when the bullying leads to the unimaginable horror of a child taking their own life. He is devoted to fighting for the rights of those who have been victimized by their peers or by negligent institutions that failed to prevent these malicious acts.

Within the medical profession, Guy has fearlessly confronted cases of abuse involving both children and adults at the hands of doctors, nurses and others trusted with people's well-being. He is dedicated to holding healthcare providers accountable when they have crossed ethical and professional boundaries, taking advantage of their patients' trust and vulnerability. Guy understands the devastating impact of medical abuse on victims and their families, and he works tirelessly to ensure that they receive the justice and support they need to heal.

Before joining Laffey, Bucci, D'Andrea, Reich and Ryan LLP, Guy served as an Assistant District Attorney in the Philadelphia District Attorney's Office. During his time in the Homicide Unit, he prosecuted high-profile cases, including the infamous "Philadelphia Craigslist killer" and murderers who targeted transgender women.

As an adjunct professor at Drexel University Thomas R. Kline School of Law, Guy combines his passion for education and technology by teaching advanced trial advocacy courses with an emphasis on courtroom technology. He also instructs a deposition course focused on leveraging technology to its full

potential. Guy's expertise in these areas equips his students with the cutting-edge skills they need to excel in today's legal landscape.

Guy D'Andrea is licensed to practice law in Pennsylvania and New York State Courts, as well as several federal jurisdictions.

Guy earned his law degree from Widener University School of Law and his bachelor's degree from Loyola University Maryland. His impressive academic background, combined with his extensive professional experience, makes him a formidable ally for clients in need of a tenacious and empathetic advocate.

DANIELLE PINTER

Dani Pinter serves as Chief Legal Officer and Director of the National Center on Sexual Exploitation ("NCOSE") Law Center. In this role, Dani advances NCOSE's advocacy strategy and oversees NCOSE's litigation department, appellate advocacy, and public policy work. As part of this work, Dani represents survivors of sexual abuse and exploitation in both federal and state civil litigation across the country. Dani has litigated against a variety of alleged sex trafficking facilitators and profiteers, including social media websites like Twitter, and the three largest pornography purveyors in the world, Pornhub, XVideos, and XHamster. Dani also represents victims of alleged international sex traffickers Andrew and Tristan Tate; defending these victims from lawsuits by the Tate Brothers, as well as bringing affirmative claims on their behalf.

While in law school, Dani interned with the Florida Attorney General's Office of Statewide Prosecution and the American Center for Law and Justice. Dani also engaged in anti-trafficking work as part of Regent University's Center for Global Justice.

Dani received her juris doctor from Regent University School of Law in 2015. Dani was awarded the William Wilberforce Scholarship from Regent University for her academic excellence and dedication to human rights. Dani is

admitted to the Florida State Bar, the United States Northern District of Florida, and the United States Court of Appeals for the Ninth Circuit.

CHRISTEN PRICE

Christen Price serves as Senior Legal Counsel for the National Center on Sexual Exploitation's Law Center, where she represents survivors who have been harmed by corporate enablers of sexual exploitation. In her role at NCOSE, Ms. Price works to influence courts and legislatures toward protecting human dignity and equality on behalf of sexual exploitation survivors, through legislative advocacy and litigation, particularly with respect to sex trafficking and child sexual abuse.

Ms. Price has litigated against a variety of alleged sex trafficking facilitators and profiteers, including major hotel chains like Wyndham, social media websites including Twitter, and the three largest pornography purveyors in the world, Pornhub, XVideos, and XHamster. Ms. Price is lead counsel in a Thirteenth Amendment case against Nevada government entities for allegedly providing legal cover for and benefiting from sex trafficking, and defeated a motion to dismiss that case against Sapphire Las Vegas, one of the world's largest strip clubs. Ms. Price has also consulted on national and state legislation relating to protections for sexual exploitation survivors.

Prior to joining NCOSE in 2020, Ms. Price litigated Section 1983 and First Amendment cases against government actors, and was also an associate at Wiley Rein LLP, where she worked in a variety of practice areas, including employment

law, international trade, white collar defense, government contracts, general litigation, and pro bono work on behalf of sex trafficking survivors.

While in law school, Ms. Price engaged in anti-trafficking and child protection work for the Department of Justice's Child Exploitation and Obscenity Section and the Office of Overseas Prosecutorial Development, Assistance, and Training, and was a Law Fellow with Shared Hope International, where she analyzed state law protections across the United States for domestic minor sex trafficking victims.

Ms. Price received her Juris Doctor and a certificate in transnational legal studies at Georgetown University Law Center in 2012, and is admitted to the bar in New York and the District of Columbia.

KEVIN KENT

Kevin Kent is a Member of the law firm Clark Hill PLC and is Member in Charge of US-Ireland Strategic Initiative and a Director of Clark Hill Public Strategies. Kevin prides himself on deftly guiding his clients through complex commercial litigation, disputes, and regulatory actions while also working closely with them to identify and minimize future risk exposure. Clients seeking Kevin's counsel vary from a broad spectrum of industries, including water and public infrastructure, real estate development, life sciences, financial services, casino gaming, and government.

Kevin works to best position clients for unavoidable litigation while zealously representing them through the duration of the matter. He also focuses on advising clients on risk management and identifying proactive steps to avoid litigation in high legal exposure industries. He represents companies in matters involving civil fraud, director and officer liability, and government civil enforcement actions and related internal investigations; court-appointed receivers in federal enforcement matters; and C-Suite executives in contract disputes. Much of Kevin's recent risk management work involves advising private companies and government entities on privatization proposals, federal and state funding, and other risks inherent in the interaction between public entities and the private sector.

Kevin serves as a mediator in complex commercial disputes, assisting parties to resolve their differences or narrow them prior to or during litigation.

Kevin is licensed to practice in Pennsylvania and New Jersey, and is also licensed as a solicitor in Ireland, England, and Wales. He serves as the Chair of Clark Hill's Transatlantic Practice and as the liaison between the firm's United States offices and its Dublin office. He serves on the Board of the Irish American Business Chamber and Network, which promotes the development of economic relationships between the United States, Ireland, and Northern Ireland.

Kevin is rated AV Preeminent® by Martindale-Hubbell®, the highest possible rating in both legal ability and ethical standards. He has been an Irish America 100 Honoree (2016-2022) and Irish America Business Honoree (2016-2019) and was named among The Best Lawyers in America® for Commercial Litigation (2016-2026). He has been a Pennsylvania Super Lawyer since 2008, listed among the top 100 Philadelphia Super Lawyers® since 2019, and ranked as a Tier 2 "USA Philadelphia Elite – Commercial Disputes" by Legal 500 (2025-2026). Kevin is admitted to practice in the United States District Courts for the Eastern District of Pennsylvania and District of New Jersey, the United States Court of Appeals for the Third, Ninth, Eleventh, and Federal Circuits, and the United States Supreme Court. Kevin graduated *cum laude* from Boston College and received his J.D. from Vanderbilt Law School.

MARK SCHOELLER

Mark Schoeller has experience in a broad range of complex commercial litigation and business matters, including contract disputes; unfair trade practices; antitrust claims and compliance; joint ventures and mergers; shareholder, dissenters' rights, and securities claims; director and officer liability; consumer fraud; franchising and business opportunity issues; restrictive covenants; intellectual property; insurance claims and coverage; False Claims Act and *qui tam* actions; and class actions. He has practiced at all levels of state and federal courts, as well as in administrative matters, private arbitrations, and government investigations.

Mark is rated AV Preeminent® by Martindale-Hubbell®, the highest possible rating in both legal ability and ethical standards, and has been named among The Best Lawyers in America® for Commercial Litigation (2025-2026). Mark is licensed to practice in Pennsylvania, New Jersey, and Maryland, and is admitted to practice in the United States District Courts for the Eastern District of Pennsylvania, Middle District of Pennsylvania, and District of New Jersey, as well as the United States Court of Appeals for the Third, Fourth, Ninth, Eleventh, and Federal Circuits. Mark graduated *cum laude* from Colgate University and received his J.D. *cum laude* from the University of Pennsylvania Law School.

VANESSA HUBER

Vanessa Huber litigates various complex commercial and business matters, including federal equity receiverships, professional liability, and class actions. She has significant experience in the analysis and interpretation of statutory issues at both the state and federal court level. Vanessa began her legal career as a law clerk for the United States District Court for the Eastern District of Pennsylvania, where she researched and drafted judicial opinions and orders deciding motions to dismiss, summary judgment, judgment on the pleadings, sanctions, restitution, and other administrative matters. In practice, Vanessa employs her judicial clerkship experience and acute attention to detail to navigate all stages of litigation in a swift and efficient manner.

Vanessa has been listed as a Pennsylvania Rising Star (2023-2026) and has been named among Best Lawyers in America®: Ones to Watch for Commercial Litigation and White-Collar Criminal Defense (2024-2026). Vanessa is licensed to practice in Pennsylvania, and is admitted to practice in the United States District Court for the Eastern District of Pennsylvania and the United States Court of Appeals for the Third, Ninth, and Eleventh Circuits. Vanessa graduated from the University of Delaware and received her J.D. from Villanova University School of Law.

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

WESTERN DIVISION

JANE DOE, on behalf of herself and all others similarly situated,

Plaintiff,

v.

MINDGEEK USA INCORPORATED, et al.,

Defendants.

Case No. 8:21-cv-00338-WLH-ADS

Hon. Wesley L. Hsu

DECLARATION OF EDGAR C. GENTLE, III, AS SETTLEMENT ADMINISTRATOR

I, Edgar C. Gentle, III, make the following Declaration in support of Plaintiffs' Motion for Preliminary Approval:

I am sui juris, competent to testify, and have personal knowledge of the facts herein.

My resume is in **Exhibit A**. I am the founding partner of the law firm of Gentle, Turner, & Benson, LLC, and the Parties seek to appoint me as the Settlement Administrator in this case. I have extensive experience acting as a mediator, Special Master and Settlement Administrator in Multi-District Litigations and over 150 settlements, and have helped create and administer over $6 billion in settlements during the past 25 years.[1]

I am making this Declaration in support of Plaintiffs' Motion for Preliminary

[1] For example, I served as Special Master and Escrow Agent for the Global Breast Implant Settlement (MDL 926), which involved settling over $1.1 billion in claims. Also, I mediated the $2.7 billion Subscriber/Blue Cross Settlement and the $2.8 billion Provider/Blue Cross Settlement in MDL 2406.

Approval of the Settlement. In my opinion, the Settlement is fair and reasonable.

1. On July 17, 2026, a Stipulation of Settlement (the "Settlement") was made and entered by and among Plaintiffs and Defendants (collectively, "the Parties") to resolve and compromise claims advanced on behalf of plaintiff classes certified in *Jane Doe v. MindGeek USA Inc., et al.*, Case No. 8:21-cv-00338-WLH (ADS), that is pending in the United States District Court for the Central District of California (the "California Action"), and *Jane Doe #1 v. MG Freesites, Ltd, D/B/A "Pornhub," et al.*, Case No. 7:21-cv-00220-RDP, that is pending in the United States District Court for the Northern District of Alabama (the "Alabama Action").

2. This proposed Settlement Agreement ("the Settlement") is intended to resolve all litigation against Defendants concerning, relating to, or arising from the claims advanced in the California Action and the Alabama Action on behalf of the settlement class (the "Class") certified under the Settlement.

3. As I understand it, the Parties have been litigating this matter for more than five years. The Settlement that has been reached is a result of arms-length negotiations, and is fair and reasonable. The proposed Settlement creates a Settlement Fund of $120,000,000, to be deposited in an interest-bearing account, along with injunctive relief. I believe that this Settlement and the Settlement amount represent a significant beneficial result for the Class. I believe that Class Counsel negotiated the best deal for the Class that could reasonably have been obtained. This Settlement represents meaningful monetary relief along with very important injunctive relief designed to deter and reduce the risks of future harms.

4. The Parties have proposed that my law firm serve as the Settlement Administrator. The Parties have detailed the process by which Class settlement notice will be disseminated and by which we will process claims and manage the escrow account where the Settlement Fund payments will be deposited, and we will perform all other services necessary to implement the Settlement.

5. The Settlement Administration Expenses will be paid directly from the Settlement Fund, and we propose, as is standard in these matters, a fee of approximately 4-5% of the Settlement Fund, depending upon the number of claimants who are eligible to receive payments under the Settlement ("Qualified Claimants"). We have budgeted on the high and low end to account for now unknown but possible variation in the number of Qualified Claimants. If there are 3,000 applicants, with 2,000 Qualified Claimants, we expect our Settlement Administration Expenses to total $4.7M, or 3.8% of the anticipated funding. If there are 6,000 applicants, with 4,000 Qualified Claimants, we expect our Settlement Administration fees and expenses to total $6.1M, or 4.9% of the anticipated funding. We have included detailed back-up substantiating this quote in **Exhibit B**. If claims exceed 6,000 applicants, our fee would be capped at 5% of the Settlement Fund. Based on our experience, this fee range is reasonable in relation to the value of the Settlement and is typical in such Settlements. Based on our analysis, we estimate that if there are 2,000 Qualified Claimants, the per Claimant net award (after fees and expenses) will be approximately $35,700, and it is estimated to be approximately $17,500 with 4,000 Qualified Claimants. *See* Exhibit B.

6. As the Settlement Administrator, we accept the responsibilities expected in administering this Settlement. We maintain errors and omissions insurance and data breach insurance to help mitigate settlement administration risk. We also have a full-time IT staff to protect this case's confidential Settlement database.

7. Notice to the Class – The Settlement provides that the Settlement Administrator shall, no later than 14 calendar days after the Preliminary Approval Date, begin notice by mailing and/or emailing a Class Notice to Class Members on the Notice List. Pursuant to the Settlement, the Parties may agree on another date for such delivery of the Class Notice. The Settlement Administrator shall receive the Notice List within five (5) business days after the Preliminary Approval Date. We anticipate using Epiq Global ("Epiq") to disseminate settlement notice to the class.

Epiq handled class certification notice in the Alabama Action and is already well equipped to disseminate notice through similar channels as it did at the class certification stage. A copy of the draft long-form notice is attached as **Exhibit C**, which will be issued if approved by the Court in substantially this form. We will timely provide the Class Action Fairness Act Notice, pursuant to 28 U.S.C. § 1715, no later than ten (10) calendar days after the Motion for Preliminary Approval is filed with a copy of the Settlement Agreement.

8. The Notice List is comprised of (1) potential Class Members who have been identified through Defendants' internal records; and (2) potential Class Members who submitted a Child Sexual Abuse Material ("CSAM") content removal request or otherwise notified Defendants about CSAM on Defendants' websites.

9. The Settlement also provides that the Settlement Administrator shall, no later than 14 calendar days after the Preliminary Approval Date, commence media outreach and digital efforts and publish a press release to selected newswires as described in the California Action at Dkt. 259 and the Alabama Action at Dkt. 179 (but only to the extent approved by the Court in the Alabama Action in Dkt. 199). We anticipate using Epiq Global ("Epiq") to commence media outreach and digital notice efforts to the class. Epiq effectively handled media outreach and digital notice efforts following class certification in the Alabama Action and is best positioned to disseminate notice in the same manner and on a faster timeline following the Preliminary Approval Date.

10. Finally, the Settlement provides for additional notice in the form of (1) a banner notice on Defendants' websites, no later than 14 calendar days after the Preliminary Approval Date, and (2) notice provided by Class Counsel to the National Center for Missing and Exploited Children ("NCMEC") as well as the Canadian Centre for Child Protection ("C3P") to disseminate to NCMEC's direct service providers network, law enforcement victim advocates, NCMEC's survivor network,

and any other networks or contacts NCMEC or C3P deem appropriate, no later than 5 business days after the Preliminary Approval Date.

11. I have carefully reviewed the proposed Notice Plan and determined that the proposed Notice includes all the necessary information for Class Members to make informed decisions about whether to object or submit claims and how and when to do so. Furthermore, I believe that, given the complexity of this case and the potential size of the Class, this proposed Notice plan meets the requirements of *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306 (1950) and Rule 23 of the Federal Rules of Civil Procedure, in providing the best due process Notice that is reasonably practicable. Epiq has designed and implemented over 700 Legal Notice Plans, including over 75 MDLs, since 2000.

12. Settlement Website - Pursuant to Section 5.5 of the Settlement Agreement, the Settlement Administrator will maintain and update a Class Website, for public accessibility, within 14 calendar days after the Preliminary Approval Date, with the following resources available: the Settlement Notice, Pleadings and Important Documents including, the Settlement Agreement and Exhibits, Preliminary Approval Order, Order Setting Final Approval Hearing, and the Claim Form, as well as answers to frequently asked questions, and contact information for Class Counsel and the Settlement Administrator. My team worked with Class Counsel and NCMEC to help prepare the Claim Form and settlement overview materials that are being submitted to the Court for preliminary approval and were designed to only collect the information required for our team to determine whether a potential Class Member is a Qualified Claimant and reduce the risk of re-traumatization or deterring potential Class Members from filing a Claim Form, to the extent possible. Potential Class Members will have the option to submit a Claim Form and supporting documents electronically using the Settlement Website. We are also working with Class Counsel and NCMEC to prepare a list of frequently asked

questions and answers that will be available on the Settlement Website. The Claim Form will be available in at least English and Spanish.

13. My team has experience administering settlements involving sensitive subject matter, including the MDL 926 Breast Implant Settlement, the MDL 2734 Abilify Settlement, and confidential hotel chain trafficking settlements. My team is also receiving training from NCMEC regarding assisting survivors of sexual trauma before the claims administration process in this case begins.

14. Settlement Administrator Protection of Sensitive Claimant Data Procedures - This Settlement is highly confidential. To that end, we, as the Settlement Administrator, use multiple layers of protection of sensitive claimant information (such as name, Social Security numbers, medical records, tax information, banking information, and other personally identifiable information ("PII")), by using the following procedures:

a. Data minimization: The Settlement Administrator shall collect only the information necessary to administer the Settlement.

b. The Settlement Administrator shall limit access so that employees can view only the information needed for their specific duties. Multi-factor authentication is used for administrator and employee access to systems containing claimant information.

c. Employees of the Settlement Administrator are screened and required to sign Court-approved Confidentiality Agreements, thereby subjecting such employees to the jurisdiction of the Court.

d. When transmitting documents, the Settlement Administrator uses encrypted portals or secure file transfer rather than ordinary email for sensitive documents.

e. The Settlement Administrator requires subcontractors and cloud providers to meet comparable security standards through written agreements.

f. The Settlement Administrator retains claimant information for only as long as necessary for legal, tax, and contractual obligations, then securely destroys it.

g. The Settlement Administrator maintains procedures for detecting, investigating, containing, and notifying affected parties of data breaches where required by law. Moreover, vulnerability scans, penetration testing, and employee cybersecurity training shall be conducted regularly.

h. The Settlement Administrator maintains insurance coverage for data breaches.

15. Settlement Administrator Fraudulent Claim Detection Procedures – Claims submissions often include fraudulent claims. In the past 25 years, our office has become well versed in settlement fraud detection, and continues to consistently update our fraud detection practices as new fraud detection methods have become available. As Settlement Administrator in a number of cases, our office utilizes the following fraud detection practices (and others that are kept confidential to decrease the risk of potential fraudsters creating methods to get around our fraud detection practices):

a. Confirming names, addresses, date of birth, Social Security or tax identification numbers, and other identifying information.

b. Using software to identify multiple claims submitted by the same individual or from the same address, telephone number, email, IP address, or bank account, or in short intervals, and detecting suspicious email addresses, origination sites, payment request methods and other badges of possible fraud.

c. Reviewing the record and supporting documents for signs of alteration, inconsistencies, or forgery.

d. Comparing claims with Defendants' records, records provided by Class Counsel, or other objective data.

e. Analyzing unusual submission patterns, such as large numbers of claims originating from the same location, identical supporting documents, or unusually high claimed losses.

f. Investigating claims identified by automated systems as potentially fraudulent before making eligibility decisions.

g. Contacting claimants whose submissions are incomplete or raise questions, and giving them an opportunity to provide further documentation.

h. Performing random or targeted audits of approved claims to ensure compliance with the Settlement's requirements.

16. The Parties' proposed plan of allocation is attached **Exhibit D.** We will review each Class Member's Claim Form, along with any supporting documentation, to determine whether he or she is an Eligible Class Member that is a Qualified Claimant. We will determine whether a Class Member is eligible based on documents and information demonstrating that (1) the Class Member was under the age of 18 at the time a Sexually Explicit video/image was made of the Class Member; and (2) that the Sexually Explicit video/image of the Class Member was located on any MindGeek Website[2] at any time between February 12, 2011, through December 6, 2024 ("Eligible Class Member"). To become a "Qualified Claimant," the Eligible Class Member must also timely submit a Claim Form providing the Class Member's identifying information, and, if the Class Member is a non-United States citizen, by also signing a Release. All Claim Forms shall be signed by the Class Member or the Class Member's legal representative under penalty of perjury. A copy of the Parties' proposed Claim Form for US citizens, Settlement Overview document, and Claim Form for non-US citizens (which is substantially the same as the Claim Form for US

[2] "MindGeek Websites" has the same meaning as the term "Websites" in the Settlement Agreement and includes, but is not limited to: Pornhub.com, Pornhubpremium.com, Redtube.com, Redtubepremium.com, YouPorn.com, YouPornpremium.com, Tube8.com, Mofosex.com, ExtremeTube.com, Spankwire.com, Keezmovies.com, Thumbzilla.com, and XTube.com.

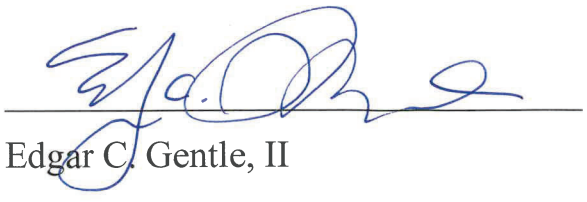
Citizens except that it also contains a Release for non-US citizens to sign, as required by the Settlement Agreement) are attached as **Exhibit E.** The plan of allocation allows us sufficient time to review the Claim Forms and supporting document submittals listed in this paragraph, complete the fraud prevention measures listed in paragraph 15, and determine the total number of Qualified Claimants.

17. Once we have determined the total number of Qualified Claimants, we will distribute payments on a *per capita* basis based on the total number of Qualified Claimants. The award payments will not be for any specific personal injury. In my opinion, given the number of Qualified Claimants and complexity of this case, the class settlement nature of the case resolution, and the disparate amount of documentation among Claimants, many of whom have sustained grave injury, this proposed equal apportionment is the fairest, best and most economical way to administer this Settlement Fund and its payments. Our office will work with the Huntington Bank to ensure several methods of payments will be available to Qualified Claimants, including physical checks, ACH direct deposits, Venmo, and Zelle.

18. Unclaimed Settlement Funds will not revert to Defendants. If necessary, Class Counsel will apply to the Court for a *cy pres* distribution of remaining unclaimed funds to one or more nationally recognized non-profit organizations, reasonably acceptable to and independent from all Parties, that engage in or conduct efforts to remediate or prevent the creation and dissemination of CSAM.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on August 14, 2026 in Shelby County, Alabama.



Edgar C. Gentle, II

EXHIBIT A

egentle@gtandslaw.com

EDGAR C. GENTLE, III



About Me

Ed Gentle is the Founding Partner of Gentle Turner & Benson, LLC. He has five college degrees, three in law. He has practiced law for over 40 years, specializing in the creation and administration of mass cases. Mr. Gentle is currently Special Master in the Blue Cross Antitrust Litigation, and the Trustee in the Purdue Opioid personal injury settlement.

Additionally, Mr. Gentle, is an Adjunct Professor of complex litigation at Samford University's Cumberland School of Law, and is Alabama's longest serving Bar Examiner.

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30+ YEARS OF MASS TORTS EXPERIENCE

State and Federal Courts and Parties have engaged Mr. Gentle to assist in over 150 mass tort cases including:

CASES	
Purdue Bankruptcy (2021) - **Trustee/ Claims Administrator**	Jefferson County, Alabama Occupation Tax Refund (2009) - **Claims Administrator**
RiteAid Bankruptcy (2024) - **Trustee/ Claims Administrator**	Mallinckrodt Bankruptcy (2022) - **Trustee/ Claims Administrator**
General Unsecured Creditors Trust, TPC Bankruptcy (2022-23) - **Settlement Administrator**	Endo Bankruptcy (2022) - **Trustee/Claims Administrator**
Total Body Multi-District Litigation (2010-13) - **Settlement Administrator**	Zinc Smelter Class Action Settlement (2011) - **Claims Administrator**
AmeriGas, West Virginia statewide Class Settlement (2012) - **Claims Administrator**	Tolbert PCB Global Settlement (2003) - **Settlement Administrator**
BlueCross MDL (2012-Present) - **Special Master**	Pfizer Chantix Aggregate Settlements (2013-14) - **Settlement Administrator**
Global Breast Implant MDL (1992-2014) - **Special Master & Escrow Agent**	Dodge, Oklahoma Circuit Court Class Settlement (2013) - **Claims Administrator**
Abilify MDL (2018) - **Damages Special Master**	Stryker Hip MDL (2014) - **Special Master**
GE Factory Fire Class (2017) - **Settlement Administrator**	Storz Morcellator (2017) - **Escrow Agent**

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KEY QUALIFICATIONS

Ed Gentle was born in Birmingham, Alabama, February 17, 1953. He graduated summa cum laude in 1975 from Auburn University where he was a Danforth Scholar and earned a Bachelor of Science degree. In 1977 he received a Master of Science (summa cum laude) from the University of Miami as a Maytag Fellow.

He was a Rhodes Scholar (Auburn's second and Miami's first) at Oxford University, where he earned a B.A. degree with honors in Jurisprudence in 1979 and a M.A. degree in 1980. He then attended the University of Alabama School of Law as a Hugo Black Scholar. He earned his J.D. and was admitted to the Alabama State Bar in 1981.

Mr. Gentle has comprehensive experience in serving as Mediator, Special Master, Settlement Trustee, and Claims Administrator in Mass Tort Litigation, and providing grid design, claims administration and financial and business advice to Courts, Settling Parties, and Mass Tort Settlements. Approximately 90% of his professional time is devoted to this practice. He has helped create and administer over $4.5 Billion in Settlements during the past 30 years. He has also provided expert affidavit, deposition and hearing testimony on the fairness of Mass Tort Settlements.

From 1992 to 2014, Mr. Gentle served as Special Master and Escrow Agent for the MDL 926 Global Breast Implant Settlement, paying $1.2 Billion in claims for 300,000 claimants. From 2001 until 2003, he was Interim Financial Advisor for the Settlement Facility - Dow Corning Trust (the Dow Corning Breast Implant Settlement) overseeing the investment of over $1 Billion and providing tax and accounting support for the Settlement, during part of Dow Corning's Chapter 11 Bankruptcy.

Commencing in December 2003, Mr. Gentle was appointed as the Settlement Administrator in the $300 Million Anniston, Alabama Tolbert PCB Settlement with Monsanto and Solutia in connection with the administration of a Global Settlement before the Federal District Court for the Northern District of Alabama applicable to 18,000 claimants with respect to PCB contamination of property and PCB personal injury claims. In administering the $300 Million settlement, Mr. Gentle designed the claimant payment program for property damage and personal injury, collected criteria for payments to each of the 18,000 claimants, ranked the claimants for payment amounts, satisfied private and government liens, and remitted payments to each of the claimants. The Settlement also provided primary medical and dental care and prescriptions to claimants, with this portion of the settlement being completed in 2016.

One of Mr. Gentle's specialties is serving as Settlement Administrator for Community Tort Settlements, such as a C-8 groundwater contamination case in Camden, New Jersey (with water filtration and damages 2004-2008), Warehouse Fire Settlements in Conyers, Georgia (2012) and Louisville, Kentucky (personal injury and property claims), Zinc Smelter Settlements in Spelter, West Virginia (medical monitoring and property remediation 2011-2017) and Blackwell, Oklahoma (property remediation 2013-2019), a coal

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slurry groundwater contamination Settlement in Mingo County, West Virginia (medical monitoring 2013), and two train wrecks in Kentucky (2010 and 2017), one in Alabama and one in West Virginia (personal injury and property claims 2017-2019).

In November, 2009, Mr. Gentle was appointed Claims Administrator in the Jefferson County, Alabama, Occupation Tax Refund Class Settlement before the Honorable David Rains, in the Circuit Court of Jefferson County. On May 14, 2010, the Supreme Court of Alabama upheld the $37 Million Judgment. The Parties entered into a Class Settlement, which was approved by the Court, and tax refunds were issued to over 300,000 claimants. The case was completed in 2014.

In June 2010, Mr. Gentle was appointed Special Master and Settlement Administrator in the Total Body Multi-district Litigation, MDL 1985. The claimed toxigen was a selenium overdose in a health maintenance drink, with claimed damages being hair loss and damage to bodily organs. Working closely with the Court, Mr. Gentle facilitated the aggregate settlement of all cases, in August 2010. Mr. Gentle and his staff determined the value of each of the settled cases, which was consented to by all Plaintiffs, and Mr. Gentle administered the Settlement, satisfied private and government liens, and paid all claimants, which was completed in 2013.

In the Fall of 2011, after his successful mediation of a Settlement, Mr. Gentle was appointed Claim Administrator for the 1,000 family Perrine v. DuPont Zinc Smelter Class Action Settlement in Spelter, West Virginia, involving a $40 million remediation program for soil and houses with respect to cadmium, arsenic, zinc and lead, and a 30 year medical monitoring program. The remediation program was completed in 2017, and the medical monitoring program will be completed in 2041.

In 2012, Mr. Gentle was appointed Claims Administrator of the Swiger v. AmeriGas, West Virginia statewide Class Settlement, involving monetary awards and remediation for approximately 12,000 claimants and with respect to propane gas lines.

Mr. Gentle is Special Master in the national MDL Blue Cross Antitrust Litigation, MDL 2406, with putative provider and subscriber classes, before the Honorable R. David Proctor, having been appointed in 2012. The case has 3 groups of litigants: the Policy Subscribers, the Medical Providers and the 37 Blue Cross companies. There are over 100 million potential plaintiffs. Among his duties are mediating a Settlement of the subscribers/Blue Cross litigation, and auditing subscriber and provider common benefit attorney time and expenses. Mr. Gentle mediated a Settlement between the Subscribers and the Blues from 2017 to 2020, resulting in the filing of a proposed $2.67B Settlement, approved by the Court in September 2022.

Mr. Gentle is now co-mediating a possible settlement between the Blue Cross companies and the Medical Providers in the same MDL.

From 2012 to 2014, Mr. Gentle, as Special Master, facilitated the creation and administration of a 93 claimant settlement with an undisclosed manufacturer and hospital concerning CT-Scan radiation exposure, with claimed damages being hair loss and cognitive deficiencies.

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In 2013 and 2014, Mr. Gentle administered four separate Pfizer Chantix Aggregate Settlements, designing the payment matrix, handling claimant appeals, resolving liens, and paying claimants.

In 2013, Mr. Gentle was appointed Claims Administrator for the Coffey v. Phelps Dodge Oklahoma Circuit Court Class Settlement in Blackwell, Oklahoma with respect to a zinc smelter and involving a $34 million remediation project for 1,000 households with respect to cadmium, arsenic, zinc and lead. The program was completed in 2019.

In 2014, Mr. Gentle was appointed Claims Administrator for the Mingo County, West Virginia medical monitoring program, lasting 30 years and involving 750 claimants exposed to coal slurry well contamination. The program will be completed in 2044.

In 2014, Mr. Gentle was appointed Plaintiff Lien Administrator for the Hydroxycut Mass Settlement.

In November 2014, Mr. Gentle was appointed one of three Special Masters in the Stryker Hip MDL, MDL 2441, handling settlement appeals and opt-out mediations. In October 2020, he was appointed as the only Special Master in an extension of this settlement program. He mediates Settlements of Stryker opt-outs, and decides appeals in the Stryker Settlement. The case involves approximately 3,000 claimants.

In 2015, 2016, and 2017, Mr. Gentle was hired by Defendant, Smith & Nephew, and Plaintiffs' Counsel to facilitate three Memphis, Tennessee aggregate settlements involving artificial hips and to resolve related plaintiff liens.

In May 2016, Mr. Gentle was appointed Claims Administrator by the Escambia County, Florida, Circuit Court in Allen v. A.E. New, the Pensacola jail fire and explosion case, to facilitate the class settlement of the 667 claimant case. The Settlement was approved in 2018.

In October 2016, Mr. Gentle was appointed Special Master by the Fulton County, Georgia Circuit Court in Smart v. Brenntag, to carry out the administration of a chemical spill class settlement.

In February 2017, Mr. Gentle was appointed Settlement Administrator of an industrial plant contamination settlement in Bowling Green, Kentucky involving personal injury and property damages plaintiffs and Federal Mogul, with the Aggregate Settlement being approved by the Court in August 2018.

In September 2017, Mr. Gentle was appointed Claims Administrator for a GE factory fire class settlement in Louisville, Kentucky.

In October 2017, Mr. Gentle was appointed Special Master by the West Virginia Federal District Court for the Southern District of West Virginia to administer the Mt. Carbon 400 claimant aggregate train derailment settlement with Sperry (personal injury and property damage). Subsequently, in March 2018, Mr. Gentle was appointed Special Master to administer the portion of the Settlement applicable to CSX.

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In October 2017, Mr. Gentle was appointed Escrow Agent for the Common Benefit Fund in the Storz Morcellator Litigation in the Superior Court of California, of Los Angeles County.

In December 2017, Mr. Gentle was appointed Special Master by the Circuit Court of Duval County, Florida to administer a plastic surgery medical malpractice aggregate settlement with 260 female claimants.

In February 2018, Mr. Gentle was appointed Cy Pres Special Master for the Winston Jefferson County ad valorem tax class settlement case.

In June 2018 Mr. Gentle began to assist lead counsel in the Abilify MDL 2734, to design a claimant payment grid and to facilitate a potential settlement of the case, and in February 2019 he was appointed Extraordinary Damages Award Special Master for the resulting aggregate settlement. The opt-out rate was less than 1%.

In September 2018, Mr. Gentle was appointed Special Master of a personal injury aggregate settlement involving a train derailment in Maryville, Tennessee with CSX and Union Tank as defendants.

In December 2018, Mr. Gentle was appointed Claims Administrator for the U.S. Pipe North Birmingham lead contamination Aggregate Settlement.

In May 2019, Mr. Gentle was appointed Settlement Special Master for a mercury contamination aggregate settlement in Florence, Alabama involving 97 plaintiffs.

In August 2019, Mr. Gentle was appointed by the Court to administer the aggregate settlement of a bus accident lawsuit in the Calhoun County, Alabama Circuit Court and involving 2 deaths and 44 personal injury claimants.

In November 2019 to November 2020, Mr. Gentle has been appointed Special Master to create grids and to administer three separate aggregate settlements for Bard IVC Filter claimants for six Plaintiffs' law firms.

In the Fall of 2020, Mr. Gentle was appointed Claims Administrator of the 4,000 Claimant Pradaxa Settlement.

In the Fall of 2021, Mr. Gentle was appointed Trustee and Claims Administrator of the $700-750M 100,000 claimant Purdue Opioid Bankruptcy Personal Injury Settlement, now on appeal, with an anticipated Effective Date in 2024.

In the Spring of 2022, Mr. Gentle was appointed Trustee and Claims Administrator of the Personal Injury Claimant Mallinckrodt Opioid Bankruptcy Settlement, with an Effective Date of June 2022.

Commencing in 2022, Mr. Gentle is the Administrator for 3 Medical Monitoring Programs that share a clinic in Vermont: Sullivan et al. v. Saint-Gobain Performance Plastics Corporation ("Bennington"); Burdick et al. v. Tonoga, Inc. ("Petersburgh"); and Baker et al. v. Saint-Gobain Performance Plastics Corp. et al. ("Hoosick Falls").

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New engagements in the second half of 2022 and 2023 include claims administration of the TPC Explosion Settlement in Port Neches, Texas and the Arkema Explosion Settlement in Crosby, Texas, Aggregate Settlements involving Smith & Nephew Hips, Roundup, and a pesticide, Special Master for Opioid Settlement receipts by a State for its counties and cities, and Personal Injury Trustee for the MNK Opioid Settlement and the Endo Opioid Settlement.

2024 and 2025 settlement engagements including food contamination class action settlement, a PFOA drinking water class action settlement, and the Rite Aid Opioid Personal Injury Trust.

Mr. Gentle is an Adjunct Professor at Cumberland Law School, teaching Complex Litigation since 2020. He is also Alabama's longest serving Bar Examiner, serving from 1990 to present, and serving as Chair Person for eight years.

EDUCATION

Class Rank	School
4	J.D., University of Alabama School of Law 1981 (Hugo Black Scholarship)
Middle	M.A., Jurisprudence, Oxford University 1980 (Rhodes Scholarship)
Middle	B.A., Honours Jurisprudence, Oxford University 1979 (Rhodes Scholarship)
1	M.S., Summa Cum Laude, University of Miami 1977 (Maytag Fellowship [washing machines])
1	B.S., Summa Cum Laude, Auburn University 1975 (Danforth Scholarship [Purina])

POSITIONS HELD

June 1992 - Present	**Gentle Turner & Benson, LLC** Managing Partner Birmingham, Alabama
September 1991 - June 1992	**Miller, Hamilton, Snider & Odom** Partner Manager of Birmingham, Alabama Office
January 1987 - September 1991	**Schoel, Ogle, Benton, Gentle & Centeno** Partner Birmingham, Alabama

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December 1985 - January 1987	**Law Offices of James L. North** Associate Birmingham, Alabama
June 1983 - December 1985	**AT&T** Senior Staff Attorney Atlanta, Georgia
May 1981 - June 1983	**North, Haskell, Slaughter, Young & Lewis** Associate Birmingham, Alabama

Articles & Publications

Medical Monitoring Tort Remedy Basic Level: Landing the Plane (4-22-24)

Medical Monitoring Tort Remedy Advance Level: The Nuts and Bolts of Building and Administering the Program (6-11-24)

The Medical Monitoring Tort Remedy: Its Nationwide Status, Rationale, and Practical Application (A Possible Dynamic Tort Remedy for Long-Term Tort Maladies) (Journal of Emerging Issues in Litigation and Fastcase Magazine - Spring 2023)

Existential Threat From Mass Cases by Ed Gentle (ACAN 3-11-23)

Pitfalls and Cures by Ed Gentle (MTMP 4-5-2022)

The Rise of Aggregate Settlements and MDLs: Happy Together, by Edgar C. Gentle, III, Esq. (Class Action Monthly - June 2021)

7Habits for Running the Plaintiffs' MDL or Mass Tort Case Like a Business: A Special Master's Perspective The Role of Special Masters in Mass Litigation and Settlement (12-09-16)

Aggregate Settlements, MDL Attorney Battles and the Use of Special Masters: Happy Together - Cumberland Law School Seminar (December 2014)

Administration of the 2003 Tolbert PCB Settlement in Anniston, Alabama: An Attempted Collaborative and Holistic Remedy (Alabama Law Review - Spring 2009)

Professional Organizations

American Bar Association

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Alabama Bar Association

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EXHIBIT B

CONFIDENTIAL
MINDGEEK

August 13, 2026

CLAIMANT PAYMENT GRID

	Based on Estimated 2,000 Qualifying Claimants	Based on Estimated 4,000 Qualifying Claimants
Projected Fund Balance for Claimant Payments	$71,479,910.41	$70,051,122.91
Estimated Per Claimant Award	$35,739.96	$17,512.78

CONFIDENTIAL
MINDGEEK LIFETIME BUDGET

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August 10, 2026

Settlement Administration Ten Year Budget
MindGeek Settlement

(3,000 Applicants/2,000 Qualifiying Claimants)

Description	Amount	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Total Settlement Fund	**$120,000,000.00**	**$25,000,000.00**	**$15,833,333.34**	**$15,833,333.34**	**$15,833,333.33**	**$15,833,333.33**	**$15,833,333.33**	**$15,833,333.33**	**$0.00**	**$0.00**	**$0.00**
Settlement Administration Expenses											
Class Action Notice (Epiq)[1]	$250,800.00	$250,800.00									
Class Action Notice (JND)[1]	$472,862.16	$472,862.16									
Class Settlement Notice (Epiq)	$164,732.00	$164,732.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Settlement Administrator Fees and Expenses (Budget Attached)	$4,545,975.00	$1,711,920.00	$462,945.00	$413,070.00	$394,695.00	$396,795.00	$345,870.00	$327,180.00	$147,000.00	$147,000.00	$199,500.00
TOTAL	**$5,434,369.16**	**$2,600,314.16**	**$462,945.00**	**$413,070.00**	**$394,695.00**	**$396,795.00**	**$345,870.00**	**$327,180.00**	**$147,000.00**	**$147,000.00**	**$199,500.00**
Other Costs/Expenses											
Service Awards for Class Reps (2)	$300,000.00	$62,500.00	$39,583.34	$39,583.34	$39,583.33	$39,583.33	$39,583.33	$39,583.33	$0.00	$0.00	$0.00
Service Award for Jane Doe #2 (California)	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Service Award for Jane Doe #2 (Alabama)	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Class Counsel Fee	$40,000,000.00	$8,333,333.33	$5,277,777.78	$5,277,777.78	$5,277,777.78	$5,277,777.78	$5,277,777.78	$5,277,777.77	$0.00	$0.00	$0.00
Class Counsel Expenses	$2,775,720.43	$2,775,720.43	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL	**$43,085,720.43**	**$11,181,553.76**	**$5,317,361.12**	**$5,317,361.12**	**$5,317,361.11**	**$5,317,361.11**	**$5,317,361.11**	**$5,317,361.10**	**$0.00**	**$0.00**	**$0.00**
Fund Balance for Claimant Payments	**$71,479,910.41**	**$11,218,132.08**	**$10,053,027.22**	**$10,102,902.22**	**$10,121,277.22**	**$10,119,177.22**	**$10,170,102.22**	**$10,188,792.23**	**($147,000.00)**	**($147,000.00)**	**($199,500.00)**
Per Claimant Award for 2,000 Claimants[2]	**$35,739.96**	**$7,445.82**	**$4,715.69**	**$4,715.69**	**$4,715.69**	**$4,715.69**	**$4,715.69**	**$4,715.69**	**$0.00**	**$0.00**	**$0.00**

[1] Treated as Settlement Administration Expenses per the Settlement Agreement.

[2] Some claimant payments may occur in Years 8-10 for minor claimants not reaching the age of majority until then.

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CONFIDENTIAL
MINDGEEK LIFETIME BUDGET
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July 29, 2026

Settlement Administration Ten Year Budget
MindGeek Settlement

SUMMARY:

% of the anticipated funding.

lement Administration Ten Year Budget is based upon the following experience and assumptions: (i) budgeting experience in other Settlements, with llion in other Settlements that the Fund Administrator has administered over a 30 year period; (ii) estimated 3,000 applicants submitting claims, with mants; (iii) a ten year administration period - seven years during the period that the Qualified Settlement Fund will receive installment payments, with a l three years for any minors not having reached the age of majority; and (iv) may require the issuance of Federal Forms 1099-MISC to claimants should alify as non-taxable to the claimants. Total anticipated funding is $120,000,000, with the Settlement Administration budget (including contingency oximately 3.79% of the funding amount. The administration budget payments will be allocated over the 10 year life of the Qualified Settlement Fund. ninistrator is not bound to the budget line items individually, but only to the overall budget administration cost per year.

Task	Description	Assumption (Hours or Units)[1]	Estimated	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
	Implementing Claims Review, Distribution and Quality Assurance and Processing Protocols, Managing Teams, Working with Counsel and Performing Post Distribution/Closing Tasks	3,000 Hours	$300.00	$150,000.00	$150,000.00	$100,000.00	$100,000.00	$100,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000
tabase Management	Coordinate to Obtain Claim data and Documents and Familiarization with data	50 Hours	$250.00	$12,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0
	Maintenance and Hosting	750 Hours	$200.00	$ 114,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.
	Claim Form Design and Data Population, Publish Settlement Notice and Claim Forms, Mailing, Review Exclusion/Objection Requests to Settlement Agreement & Review, and Validate Claims	3,000 Applicants	$275.00	$ 825,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$0.00	$0.00	$0
ess	Design and Implement Deficiency Process	250 Hours	$200.00	$ 50,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$0.00	$0.00	$0
	Process, Review and Validate Deficiency Responses	450 Hours	$200.00	$ 90,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$0.00	$0.00	$0
f Claim Status	Finalize the Calculation of Benefits	500 Hours	$200.00	$ 100,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$0.00	$0.00	$0

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	Provide Notices regarding Computation of Claim Payment	2,000 Notices	$2.00	$ 4,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$0.00	$0.00	$0
		1,350 Hours	$100.00	$ 17,500.00	$ 17,500.00	$ 17,500.00	$ 17,500.00	$ 17,000.00	$ 16,500.00	$ 16,500.00	$ 5,000.00	$ 5,000.00	$ 5,000.
		3 Years	$20,000/year	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ -	$ -	$ -	$ -	$0.00	$0.00	$0
nents		6,700 Hours	$150.00	$ 135,000.00	$ 135,000.00	$ 135,000.00	$ 135,000.00	$ 135,000.00	$ 135,000.00	$ 120,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.
l Claimant Payments		730 Hours	$120.00	$ 10,400.00	$ 10,400.00	$ 10,400.00	$ 10,400.00	$ 10,400.00	$ 10,400.00	$ 10,100.00	$ 5,000.00	$ 5,000.00	$ 5,000.
rs		4,660 Hours	$150.00	$ 90,000.00	$ 90,000.00	$ 90,000.00	$ 90,000.00	$ 90,000.00	$ 90,000.00	$ 85,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.
	Domain Charges			$ 2,000.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.
ords				$ 10,000.00	$ 12,500.00	$ 15,000.00	$ 17,500.00	$ 20,000.00	$ 22,500.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.
				$1,630,400.00	$440,900.00	$393,400.00	$375,900.00	$377,900.00	$329,400.00	$311,600.00	$140,000.00	$140,000.00	$190,000
rve				$ 81,520.00	$ 22,045.00	$ 19,670.00	$ 18,795.00	$ 18,895.00	$ 16,470.00	$ 15,580.00	$ 7,000.00	$ 7,000.00	$ 9,500.
				$ 1,711,920.00	$ 462,945.00	$ 413,070.00	$ 394,695.00	$ 396,795.00	$ 345,870.00	$ 327,180.00	$ 147,000.00	$ 147,000.00	$ 199,500.

es of the Settlement Administrator are calculated based on the hourly rates of partners ($500/hr), associates ($350/hr), clerks, accountants, paralegals and claims reviewers ($120/hr), and administrative assistants ($100/hr).

Case 8:21-cv-00338-WLH-ADS Document 434-9 Filed 08/14/26 Page 5 of 13 Page ID #:99448

CONFIDENTIAL
MINDGEEK LIFETIME BUDGET

Edgar C. Gentle, III
GENTLE TURNER & BENSON, LLC
www.gtandslaw.com
501 Riverchase Parkway East, Suite 100
Hoover, Alabama 35244
Phone: 205-716-3000
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E-mail: EGentle@gtandslaw.com

August 10, 2026

Settlement Administration Ten Year Budget
MindGeek Settlement

(6,000 Applicants/4,000 Qualifiying Claimants)

Description	Amount	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Total Settlement Fund	**$120,000,000.00**	**$25,000,000.00**	**$15,833,333.34**	**$15,833,333.34**	**$15,833,333.33**	**$15,833,333.33**	**$15,833,333.33**	**$15,833,333.33**	**$0.00**	**$0.00**	**$0.00**
Settlement Administration Expenses											
Class Action Notice (Epiq)[1]	$250,800.00	$250,800.00									
Class Action Notice (JND)[1]	$472,862.16	$472,862.16									
Class Settlement Notice (Epiq)	$164,732.00	$164,732.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Settlement Administrator Fees and Expenses (Budget Attached)	$5,974,762.50	$2,612,032.50	$543,795.00	$492,870.00	$474,495.00	$477,015.00	$426,615.00	$407,190.00	$162,750.00	$162,750.00	$215,250.00
TOTAL	**$6,863,156.66**	**$3,500,426.66**	**$543,795.00**	**$492,870.00**	**$474,495.00**	**$477,015.00**	**$426,615.00**	**$407,190.00**	**$162,750.00**	**$162,750.00**	**$215,250.00**
Other Costs/Expenses											
Service Awards for Class Reps (2)	$300,000.00	$62,500.00	$39,583.34	$39,583.34	$39,583.33	$39,583.33	$39,583.33	$39,583.33	$0.00	$0.00	$0.00
Service Award for Jane Doe #2 (California)	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Service Award for Jane Doe #2 (Alabama)	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Class Counsel Fee	$40,000,000.00	$8,333,333.33	$5,277,777.78	$5,277,777.78	$5,277,777.78	$5,277,777.78	$5,277,777.78	$5,277,777.77	$0.00	$0.00	$0.00
Class Counsel Expenses	$2,775,720.43	$2,775,720.43	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL	**$43,085,720.43**	**$11,181,553.76**	**$5,317,361.12**	**$5,317,361.12**	**$5,317,361.11**	**$5,317,361.11**	**$5,317,361.11**	**$5,317,361.10**	**$0.00**	**$0.00**	**$0.00**
Fund Balance for Claimant Payments	**$70,051,122.91**	**$10,318,019.58**	**$9,972,177.22**	**$10,023,102.22**	**$10,041,477.22**	**$10,038,957.22**	**$10,089,357.22**	**$10,108,782.23**	**($162,750.00)**	**($162,750.00)**	**($215,250.00)**
Per Claimant Award for 4,000 Claimants[2]	**$17,512.78**	**$3,648.50**	**$2,310.71**	**$2,310.71**	**$2,310.71**	**$2,310.71**	**$2,310.71**	**$2,310.71**	**$0.00**	**$0.00**	**$0.00**

[1] Treated as Settlement Administration Expenses per the Settlement Agreement.

[2] Some claimant payments may occur in Years 8-10 for minor claimants not reaching the age of majority until then.

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CONFIDENTIAL
MINDGEEK LIFETIME BUDGET
Edgar C. Gentle, III
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501 Riverchase Parkway East, Suite 100
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Phone: 205-716-3000
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E-mail: EGentle@gtandslaw.com
July 29, 2026

Settlement Administration Ten Year Budget
MindGeek Settlement

SUMMARY:

% of the anticipated funding.

lement Administration Ten Year Budget is based upon the following experience and assumptions: (i) budgeting experience in other Settlements, with llion in other Settlements that the Fund Administrator has administered over a 30 year period; (ii) estimated 6,000 applicants submitting claims, with mants; (iii) a ten year administration period - seven years during the period that the Qualified Settlement Fund will receive installment payments, with a l three years for any minors not having reached the age of majority; and (iv) may require the issuance of Federal Forms 1099-MISC to claimants should alify as non-taxable to the claimants. Total anticipated funding is $120,000,000, with the Settlement Administration budget (including contingency oximately 4.97% of the funding amount. The administration budget payments will be allocated over the 10 year life of the Qualified Settlement Fund. ninistrator is not bound to the budget line items individually, but only to the overall budget administration cost per year.

Task	Description	Assumption (Hours or Units)[1]	Estimated	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
	Implementing Claims Review, Distribution and Quality Assurance and Processing Protocols, Managing Teams, Working with Counsel and Performing Post Distribution/Closing Tasks	3,000 Hours	$300.00	$150,000.00	$150,000.00	$100,000.00	$100,000.00	$100,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000
tabase Management	Coordinate to Obtain Claim data and Documents and Familiarization with data	75 Hours	$250.00	$18,750.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0
	Maintenance and Hosting	750 Hours	$200.00	$ 114,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.
	Claim Form Design and Data Population, Publish Settlement Notice and Claim Forms, Mailing, Review Exclusion/Objection Requests to Settlement Agreement & Review, and Validate Claims	6,000 Applicants	$250.00	$ 1,500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$0.00	$0.00	$0
ess	Design and Implement Deficiency Process	375 Hours	$200.00	$ 75,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$0.00	$0.00	$0
	Process, Review and Validate Deficiency Responses	800 Hours	$200.00	$ 160,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$0.00	$0.00	$0
f Claim Status	Finalize the Calculation of Benefits	500 Hours	$200.00	$ 100,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$0.00	$0.00	$0

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	Provide Notices regarding Computation of Claim Payment	4,000 Notices	$2.00	$ 8,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$0.00	$0.00	$0
		1,400 Hours	$100.00	$ 18,000.00	$ 18,000.00	$ 18,000.00	$ 18,000.00	$ 18,000.00	$ 18,000.00	$ 17,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.
		3 Years	$20,000/year	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ -	$ -	$ -	$ -	$0.00	$0.00	$0
nents		9,300 Hours	$150.00	$ 190,000.00	$ 190,000.00	$ 190,000.00	$ 190,000.00	$ 190,000.00	$ 190,000.00	$ 170,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.
l Claimant Payments		1,400 Hours	$120.00	$ 21,900.00	$ 21,900.00	$ 21,900.00	$ 21,900.00	$ 21,800.00	$ 21,800.00	$ 21,800.00	$ 5,000.00	$ 5,000.00	$ 5,000.
rs		4,660 Hours	$150.00	$ 90,000.00	$ 90,000.00	$ 89,000.00	$ 89,000.00	$ 89,000.00	$ 89,000.00	$ 89,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.
	Domain Charges			$ 2,000.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.
ords				$ 20,000.00	$ 22,500.00	$ 25,000.00	$ 27,500.00	$ 30,000.00	$ 32,500.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.
				$2,487,650.00	$517,900.00	$469,400.00	$451,900.00	$454,300.00	$406,300.00	$387,800.00	$155,000.00	$155,000.00	$105,000
rve				$ 124,382.50	$ 25,895.00	$ 23,470.00	$ 22,595.00	$ 22,715.00	$ 20,315.00	$ 19,390.00	$ 7,750.00	$ 7,750.00	$ 10,250.
				$ 2,612,032.50	$ 543,795.00	$ 492,870.00	$ 474,495.00	$ 477,015.00	$ 426,615.00	$ 407,190.00	$ 162,750.00	$ 162,750.00	$ 215,250.

es of the Settlement Administrator are calculated based on the hourly rates of partners ($500/hr), associates ($350/hr), clerks, accountants, paralegals and claims reviewers ($120/hr), and administrative assistants ($100/hr).

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MindGeek Global Settlement

Notice Only

Project Requirements and Estimated Volumes

Total Email Notice Population from Class Cert Data	1,728
Percentage of Undeliverable email	1%
Media/Publication Notice	Yes
Notice to State and Local Organizations	Yes
Case Duration for Notice Only (Months)	3
CAFA	Optional

All Other Administrative Services Being Handled by Edgar C. Gentle, III

Summary Estimate

		Total Amount
Data Standardization & Class Notice	$	148,187
Expert Notice Opinion Declaration and Notice Drafting	$	4,980
Project Management	$	11,520
Postage & Expenses	$	44
Total Estimate	$	164,732

Detailed Estimate

MindGeek Global Settlement

Activity	Unit	Rate	Volume	Amount
Data Standardization & Class Notice				
Publication Media Program	See Attached	$ 144,390	1	$ 144,390
Import and Standardize Data*	Flat Fee	$ 500	1	$ 500
Data Analyst	Per Hour	$ 165	12	$ 1,980
Email Notice Setup and Formatting	One-Time Fee	$ 500	2	$ 1,000
Email Notice	Per Email	$ 0.05	1,728	$ 86
Record Undeliverable Email	Per Piece	$ 0.025	17	Waived
Email Notice to Local/National Organizations	Per Email	$ 0.05	$ 3,000	$ 150
Print/Mail Notice to National Organizations	Printed as Lot	$ 1.35	$ 60	$ 81
*Data provided must meet Epiq data standards. Epiq can standardize data at additional cost of $165/hr.				**$ 148,187**
Expert Notice Opinion Declaration and Notice Drafting				
Executive Management and Testimony	Per Hour	$ 495	4	$ 1,980
Legal Notice Director	Per Hour	$ 300	10	$ 3,000
				$ 4,980
Project Management				
Project Manager	Per Hour	$ 175	30	$ 5,250
Project Coordinator	Per Hour	$ 110	45	$ 4,950
Data Analyst and Reporting	Per Hour	$ 165	8	$ 1,320
				$ 11,520

Total Estimated Administration Fee **$ 164,687**

Postage & Expenses				
Post Office Box - Dedicated	Per 6 Months	$ 800	0.5	Waived
Postage* - Notice	Blended Total			$ 44
*Discounted rates as applicable				**$ 44**

Total Estimated Costs **$44**

Total Estimate **$ 164,732**

Estimate does not include sales tax or bank fees where applicable. Applicable sales tax and bank fees to be paid by the Settlement Fund.

MindGeek Global Settlement

Activity	Unit		Rate	Volume		Amount
Optional: CAFA Notice						
Implementation and Materials	Flat Fee	$	5,000	1	$	5,000
Estimated Postage - USPS Certified Mail	Per Piece	$	9	56	$	504
Estimated Delivery - UPS (US AG)	Per Piece	$	46	1	$	46
					$	**5,550**

Standard Rates

Clerical and Data Entry	$	55
Contact Center (Dedicated)	$	60
Contact Center (Shared Per Minute)	$	1.25
Claims Analyst/Check & Mailing Coordinators	$	70
Correspondence	$	70
Claims Specialist/Account Reconciliation	$	90
Project Coordinator/Senior Claims Specialist & Analyst	$	110
Contact Center Supervisor/Graphic Designer	$	120
Project Specialist/Contract Attorney/Assoc Project Mgr	$	135
Data Analyst and Reporting/Legal Notice Specialist	$	165
Project Manager	$	175
Disbursement/Contact Center Manager	$	185
Sr. Project Manager/Software Engineer	$	195
Notice Manager	$	210
Solutions Architect/Assoc Director	$	260
Client Services Manager/Project Director	$	275
Vice President/Client Services Director/Notice Director	$	300
Sr. Solutions Architect	$	395
Executive Management and Testimony	$	495
Photocopy or Image	$	0.13
Box Storage (Per Box/Per Month)	$	12
Long Distance, Per Minute		As Used

Estimate Valid Until: 10/18/2026

6 weeks	12,500,000	Parents of children 6 - 17	English & Other Languages TBD	728x90 300x600
6 weeks	5,000,000	Parents of children aged 6 - 17 and Google Affinity for block software, internet safety products and/or in-market for mobile phone monitoring, text messaging spy apps and/or cell phone surveillance	English & Other Languages TBD	728x90 300x600
6 weeks	25,000,000	Adults 18 - 34	English & Other Languages TBD	New Right H
6 weeks	14,000,000	Parents of children 9 - 17	English & Other Languages TBD	New Right H
6 weeks	25,000,000	Adults 18 - 34	English & Other Languages TBD	Nev
6 weeks	10,000,000	Teens 13 - 17	English & Other Languages TBD	Nev
6 weeks	10,000,000	Adults 18 - 34	English & Other Languages TBD	Vid
6 weeks	10,000,000	Teens 13 - 17	English & Other Languages TBD	Vid
6 weeks	5,000,000	Teens 13 - 17	English & Other Languages TBD	Vid
6 weeks	5,000,000	Adults 18 - 34	English & Other Languages TBD	Reddit
6 weeks	5,000,000	Adults 18 - 34	English & Other Languages TBD	X Fe
6 weeks	5,000,000	Adults 18 - 34 and post engagement targeting for monitoring software, text message monitoring, internet safety, cell phone spying and/or data privacy	English & Other Languages TBD	X Fe
6 weeks	20,000,000	Adults 18 - 34	English & Other Languages TBD	30 Secon
6 weeks	15,000,000	Teens 13 - 17	English & Other Languages TBD	30 Secon
pressions:	***234,000,000***			***On***

, Yahoo! & Bing)

swire's Premier Global Newsline with distribution in U.S., Canada, Latin America, Pan Europe, Pan Asia, Arabic Middle East, Isr
e (Simplified and Traditional), Czech, French, German, Hebrew, Indonesian, Japanese, Korean, Malay, Polish, Portuguese, Russ
naximum)

pproximately 60 national organizations that support victims of sexual abuse or exploitation. Additional email notice to approx
ons. Examples of organizations to include are Adult Survivors of Child Abuse (ASCA), The Rape, Abuse & Incest National Netwo

Additional Notice Elements (Audio)

Duration	Language	Ad
6 weeks	English & Other Languages TBD	:30 secon
6 weeks	English & Other Languages TBD	:30 secon

EPIQ CLASS ACTION & CLAIMS SOLUTIONS, INC.
TERMS AND CONDITIONS

All services to be provided by Epiq Class Action and Claims Solutions, Inc. and/or its affiliate Hilsoft Notifications (collectively "Epiq"), including services provided to Client as set forth in the attached Proposal, are subject to the following terms and conditions:

1. SERVICES. Epiq agrees to provide Client the services, none of which constitutes legal advice, necessary to perform the tasks specified in the attached proposal and estimated pricing attached hereto (the "Services").

2. PAYMENT FOR SERVICES AND EXPENSES. Client agrees to pay Epiq those fees specified in the attached proposal and estimated pricing attached hereto. Client shall make such payment with monies from a fund to be set up in connection with the settlement ("the Fund"). Client acknowledges that such fees are estimates based upon information provided to Epiq by Client and that Epiq makes no representation that such fees shall equal the actual and final fees charged to Client. Premium rates apply for Services provided after normal business hours and on weekends and holidays. Epiq reserves the right to reasonably increase its fees annually. Epiq shall invoice Client at least monthly. Client shall pay Epiq within thirty (30) days of its receipt of each such invoice, through wire transfer or other payment method approved in advance by Epiq. Disputes with respect to invoiced amounts shall be deemed waived if not raised in writing within such thirty-day period. Epiq may require Client to, and upon such request Client shall, prepay or provide an advance deposit for postage, paper, mailing costs, media placements data files and other costs before a project begins. Subject to the foregoing, out-of-pocket expenses (including travel charges) will be billed as incurred and reimbursed by Client. All activity charges on a distribution account will be treated as out-of-pocket expenses. If needed, out of pocket media production expenses such as translation, press release and production shall be billed allowing a five percent (5%) commission. Media placements may be billed separately pursuant to a Media Authorization document and/or invoice. Additional overtime expenses for work in excess of eight hours per day or forty hours per week will be billed at hourly overtime rates for such services. Undisputed amounts that remain unpaid following their due date shall be subject to an interest charge of 12% per year. The acceptance by Epiq of any partial payment shall not constitute a waiver of Epiq's right to pursue the collection of any remaining balance. Notwithstanding the foregoing, in the event the Fund is not approved by the Court, is not created, or the Fund does not have adequate monies to cover the payment of Services, the Client shall be responsible for all fees incurred under this Agreement.

3. UNUSUAL MEASURES. If the Client requires measures that are unusual and beyond normal business practice, the cost of such measures, if provided by Epiq, shall be charged to the Client. Said charges may be required in advance if Epiq deems it appropriate.

4. TERM AND TERMINATION. Either party may terminate this Agreement (a) upon 90 days prior written notice to the other party or (b) upon written notice to the other party in the event of any material breach of this Agreement if the party receiving such notice (i) fails to cure such breach within thirty (30) days after notice by the non-breaching party or (ii) in the case of any breach which requires more than thirty (30) days to cure, fails to commence and continue good faith efforts to cure such breach, provided that such cure shall be effected no less than ninety (90) days following such notice. In the event of any termination as specified herein, obligations which by their nature survive termination including but not limited to obligations to pay for services rendered, limitations of liability and warranty, rights to intellectual property and proprietary information, and similar items shall all survive termination of any nature.

5. INDEPENDENT CONTRACTORS; SERVICES; APPROVALS. Each party, its officers, agents and employees are at all times independent contractors to the other party. The Services are being delivered on an "as-is" basis and Epiq hereby makes no representation or warranty and disclaims all other express or implied conditions, representations and warranties including any implied warranties or conditions of merchantability, suitability, or fitness for a particular purpose. Client agrees that Client has complied with all applicable regulations and laws required by Client in order to allow Epiq to perform the Services.

6. DATA PROTECTION MEASURES. In connection with any specific legal compliance requirements that may be required in connection with the Services, Client must provide Epiq with reasonable advance written notice of such requirements and information regarding the data types and classifications regarding the data provided by or on behalf of the Client to Epiq. Any breach of this Section 6 shall be considered a material breach of the Agreement.

7. TAXES. All fees charged by Epiq are exclusive of taxes and similar fees now in force or enacted in the future imposed on the Services. Client will be responsible for and direct pay any applicable taxes imposed on the Services by appropriate governmental authority(s) except for taxes based upon Epiq's net income, gross revenue or employment obligations.

8. INDEMNIFICATION. Client shall indemnify, defend and hold harmless Epiq, its affiliates owners, members, managers, consultants, directors, officer, employees, and agents ("Agents") against any Losses incurred by them arising out of or related to (a) any gross negligence or willful misconduct by Client, or any misrepresentations made by such persons to Epiq or third parties in connection with this Agreement, (b) any breach of the terms of this Agreement by Client, (c) the handling of any payment by Epiq in connection with Client's instructions,; (d) any breach of Section 6 hereto; and (e) any instruction or information provided to Epiq by Client in connection with the Services.

9. CONFIDENTIALITY. Each of Epiq and Client agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the Services; provided however that if either party reasonably believes that it is required to produce any such information by order of any court, any governmental agency or other regulatory body, it may upon not less than five (5) business days' written notice to the other party, release the required information. The parties understand that the intellectual property included in the software utilized or developed by Epiq during this course of this Agreement shall be the exclusive property of Epiq. The term "intellectual property" or "IP" shall include without limitation inventions (whether or not patentable), concepts, ideas, processes, programs, trade secrets and know-how. Client shall not: (a) modify, adapt, translate or create derivative works of the Epiq's IP; (b) lease, rent, loan, distribute, assign, sublicense, convey or otherwise transfer or encumber Epiq's IP; (c) translate, copy, reverse engineer, re-engineer, decompile, reverse compile, or disassemble Epiq's IP; or (d) use Epiq's IP or any part thereof, for the benefit of any other person or entity.

10. LIMITATION ON DAMAGES. Under no circumstances will Epiq or its Agents be liable to the Client for any special, consequential, punitive, general, indirect or incidental damages arising out of relating to this Agreement or the performance of Services hereunder. In no event shall Epiq's or its Agents' total liability to the Client for any claims, losses, costs, fines, settlements, penalties or damages, including court costs and attorney's fees (collectively, "Losses"), arising out of or related to this Agreement or the performance of Services hereunder, exceed the total amount paid by the Client to Epiq for the portion of the particular services which gave rise to the Losses.

11. FORCE MAJEURE. If performance by Epiq of any of its obligations hereunder is prevented by reason of any act of God, strike, lock-out or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war conditions, or by reason of any other matter beyond Epiq's reasonable control ("Force Majeure Event"), then such performance shall be excused and this Agreement shall, at Epiq's option, be deemed suspended during the continuation of such event and for a reasonable time thereafter.

12. GOVERNING LAW; ARBITRATION. This Agreement shall be construed and controlled by the laws of the State of Oregon. The parties agree that any controversy or claim arising out of or relating to this Agreement shall be settled by mandatory, final and binding arbitration before the American Arbitration Association in New York, New York.

13. GENERAL. If Epiq or any of its employees are deposed or required to testify, or produce documents or records, Client will be liable for all fees and expenses of Epiq related to such deposition, testimony or production. Epiq maintains banking relationships with financial institutions, whereby those institutions may provide financial products and related services required in connection with the Services. Epiq may receive compensation from such institutions in connection with those relationships. This Agreement and the rights and obligations of each party shall bind and inure to the benefit of their respective successors and assigns. This Agreement represents the entire agreement between the parties and supersedes any existing agreement entered into by the parties relating to the subject matter hereof and may be modified only by a writing signed by the parties hereto. Any waiver under this Agreement shall not constitute a waiver of any other right hereunder. All notices required to be served hereunder shall be in writing, postage prepaid, address to the party to whom service is to be given, as provided herein, and shall be served upon the other party either personally or by registered or certified mail to the address below such party's signature.

EXHIBIT C

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

A United States federal court authorized this Notice. This is not a solicitation from a lawyer.

MINDGEEK CLASS ACTION SETTLEMENT

This class action settlement (the "Settlement") was established to compensate individuals who can demonstrate that they were under 18 years old when they were depicted in a video or image involving Sexually Explicit Conduct,[1] *i.e.*, Child Sex Abuse Material ("CSAM") that was made available for viewing on one or more of the MindGeek Websites, at any time from February 12, 2011 through December 6, 2024 ("Qualified Claimants"). MindGeek Websites participating in the Settlement include, but are not limited to:[2]

Pornhub.com, Pornhubpremium.com, Redtube.com, Redtubepremium.com, YouPorn.com, YouPornpremium.com, Tube8.com, Mofosex.com, ExtremeTube.com, Spankwire.com, Keezmovies.com, Thumbzilla.com, and XTube.com

- The Settlement has been reached in two class action lawsuits: *Jane Doe v. MindGeek USA Inc., et al.,* Case No. 8:21-cv-00338-WLH (ADS), that is pending in the United States District Court for the Central District of California (the "California Action"), and *Jane Doe #1 v. MG Freesites, Ltd, D/B/A "Pornhub", et al.*, Case No. 7:21-cv-00220-RDP, that is pending in the United States District Court for the Northern District of Alabama (the "Alabama Action"). Judge Wesley L. Hsu of the United States District Court for the Central District of California (the "District Court") is presiding over the proposed Settlement for both lawsuits.
- Plaintiffs claim that MindGeek USA Incorporated, MindGeek S.à r.l., MG Freesites, LTD, d/b/a Pornhub, MG Freesites II, LTD, MG Content RT Limited, 9219-1568 Quebec, Inc. d/b/a MindGeek, MG CY Holdings Ltd, and MG Billing Limited (collectively, "Defendants") benefitted from child sex trafficking involving child sexual abuse material ("CSAM") on the MindGeek Websites. Defendants deny Plaintiffs' allegations and, by agreeing to enter into this Settlement, do not concede, agree to, accept, or admit any

[1] "Sexually Explicit Conduct" means any actual or simulated sexual act, including but not limited to: sexual intercourse, including genital-genital, oral-genital, anal-genital, or oral-anal contact; bestiality; masturbation or any other stimulation of genitals or anus; sadistic or masochistic abuse; or lascivious exhibition of the breast(s), anus, genitals, or pubic area of any person.

[2] All capitalized terms not otherwise defined have the meanings listed in the Stipulation of Settlement (or "Settlement Agreement") dated July 17, 2026, which is available on the Class Website ([TK]) or by contacting the Settlement Administrator, as more fully explained in the Notice. To the extent that there is any conflict between the definitions of capitalized terms in this Claim Form and the Settlement Agreement, the definition in the Settlement Agreement controls.

of the claims made against them. Copies of the Complaints and Answers by the Defendants can be found at [TK Settlement Administrator website].

- The United States District Court for the Central District of California and the United States District Court for the Northern District of Alabama (the "Courts") have allowed the two lawsuits to be class actions on behalf of a Class as detailed below.

  Class Definition: All persons who were under the age of 18 when they appeared in a video or image that has been made available for viewing on any website owned or operated by MindGeek, including but not limited to Pornhub.com, Pornhubpremium.com, Redtube.com, Redtubepremium.com, YouPorn.com, YouPornpremium.com, Tube8.com, Mofosex.com, ExtremeTube.com, Spankwire.com, Keezmovies.com, Thumbzilla.com, and XTube.com, from February 12, 2011, through December 6, 2024.

- The Courts have not decided who is right or wrong. If the District Court approves the Settlement, Qualified Claimants may receive payment from a cash Settlement Fund. To become a Qualified Claimant and participate in the Settlement Fund, a Class Member must first establish eligibility by showing, as described in more detail below: (1) that they were under the age of 18 when a video/image of them involving Sexually Explicit Conduct was created; and (2) that the video/image was available for viewing on one of MindGeek's Websites. Eligibility depends on the Class Member's age when the video or image was created, not on their age when it was later made available for viewing on a MindGeek Website; a Class Member may become a Qualified Claimant even if they were no longer a minor when the video or image was made available for viewing on a MindGeek Website.
- Defendants have agreed to a Settlement Fund of $120,000,000 and extensive injunctive relief designed to deter and reduce the risk of CSAM being uploaded to or made available on Defendants' Websites.
- ***Please read this Notice carefully.***

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT		DEADLINE
Do Nothing	By doing nothing, you will lose the possibility of getting money from the Settlement. But you will be bound by the terms of the Settlement.	N/A
Establish Eligibility and Submit a Claim Form	If you want to be awarded funds from the Settlement, you must submit documentation or information supporting that you were under 18 at the time a sexually explicit video or image of you was made and that the video or image was made available for viewing on a MindGeek Website. You must also complete and timely submit a Claim Form by [TK DATE & TIME]. If you are a non-United States citizen, you must also sign a Release. NOTE: Videos and/or Images should NOT be submitted in support of your claim for eligibility. If the Settlement Administrator determines you are a Qualified Claimant, you will be eligible to receive Settlement money if the Court grants final approval of the Settlement. You will also give up your right to sue Defendants separately about the same legal claims in these lawsuits that are resolved by this Settlement.	Submitted to the Settlement Administrator by [TK]
Object	Tell the Court what you do not like about the Settlement. The purpose of an objection to the Settlement is for a Class Member to persuade the Court not to approve the proposed Settlement. A successful objection to the Settlement may mean that the objector and other members of the Class are not bound by the Settlement and no cash payment will be provided to any Qualified Claimant. The process required for objecting is outlined below in this document. If you file an objection and you fail to also timely establish your eligibility and submit a signed Claim Form, your right to pursue an award from the Settlement Fund will be extinguished should the objection be unsuccessful.	Filed and served in the District Court by [TK]

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice. These deadlines may be moved, cancelled, or otherwise modified, so please check [TK Settlement Administrator website] regularly for updates and further details.
- The District Court overseeing the settlement process still has to decide whether to approve the Settlement. Payments will be made over time to Qualified Claimants, if the District Court approves the Settlement and after any appeals are resolved. Please be patient.

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BASIC INFORMATION

1. What is this Notice about?

You have a right to know about a proposed Settlement and your rights and options before the Court decides whether to approve the Settlement.

A proposed Settlement has been reached in two class action lawsuits: Jane Doe v. MindGeek USA Inc., et al., Case No. 8:21-00338-WLH (ADS), that is pending in the United States District Court for the Central District of California (the "California Action") and Jane Doe #1 v. MG Freesites, Ltd, D/B/A "Pornhub", et al., Case No. 7:21-cv-00220-RDP, that is pending in the United States District Court for the Northern District of Alabama (the "Alabama Action").

The Honorable Judge Wesley L. Hsu of the United States District Court for the Central District of California (the "District Court") is presiding over the proposed Settlement.

In June 2026, the Parties reached a preliminary agreement, which was subsequently memorialized in a Stipulation of Settlement dated July 17, 2026.

2. What are these lawsuits about?

The lawsuits claim that Defendants knew or should have known that they systematically benefited from the possession and distribution of child sex abuse material ("CSAM") on their pornography websites, including but not limited to **Pornhub.com, Pornhubpremium.com, Redtube.com, Redtubepremium.com, YouPorn.com, YouPornpremium.com, Tube8.com, Mofosex.com, ExtremeTube.com, Spankwire.com, Keezmovies.com, Thumbzilla.com, and XTube.com**. Defendants deny these allegations.

In a class action lawsuit, a court appoints one or more people or entities to be the "plaintiff" to sue on behalf of other people who have similar claims. If the court allows the lawsuit to proceed as a class action, the court appoints the plaintiff as the "class representative." The people together are a "class" or "class members." The plaintiff—and all the class members like them—are called the plaintiffs. The companies and people they sued are called the defendants. One court resolves the issues for everyone in the class—except for those people who choose to exclude themselves from the class. In these lawsuits, the Courts appointed Jane Doe in California and Jane Doe in Alabama as Plaintiffs and class representatives in the California Action and Alabama Action, respectively.

3. Why are these lawsuits class actions?

The Courts decided that these lawsuits could proceed as class actions and move towards a trial because they met the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts. Specifically, the Courts found that:

- There are numerous Class Members whose interests are affected by each lawsuit;
- There are legal questions and facts that are common to the members of the Class;
- Plaintiffs' claims are typical of the claims of the rest of the Class;
- Plaintiffs and the lawyers representing the Class will fairly and adequately represent the Class interests;
- The common legal questions and facts are more important than questions that affect only individuals;

- The Class is ascertainable because they are defined by identifiable objective criteria; and
- A class action will be more efficient than having many individual lawsuits.

More information about why the Court has allowed these lawsuits to be class actions is in the Court's Orders Granting Motions for Class Certification, which are available at [TK Settlement Administrator website].

4. Why is there a Settlement?

Defendants deny any and all liability or wrongdoing of any sort. The Courts have not decided in favor of Plaintiffs or Defendants. With the assistance of an experienced, neutral mediator and Judge R. David Proctor of the United States District Court of the Northern District of Alabama, the parties were able to reach a compromise of both lawsuits that was subsequently memorialized in the Settlement Agreement. Doing so avoids the risks, costs, and delays of further litigation for both sides. Plaintiffs and Class Counsel think the Settlement is in the best interests of the Class and is fair, reasonable, and adequate.

THE CLAIMS IN THE LAWSUITS

5. What do the lawsuits complain about?

The lawsuits claim that Defendants benefitted from child sex trafficking involving CSAM; and have known about, and been investigated for CSAM on their websites. Plaintiffs allege that Defendants, despite actual knowledge that their websites were being used to upload, create and share CSAM, did not take adequate steps to prevent CSAM, motivated at least in part by financial considerations.

Defendants are a group of privately held companies that own or operate Pornhub.com, Pornhubpremium.com, Redtube.com, Redtubepremium.com, YouPorn.com, YouPornpremium.com, Tube8.com, Mofosex.com, ExtremeTube.com, Spankwire.com, Keezmovies.com, Thumbzilla.com, and XTube.com, among other websites. Their flagship video sharing platform is Pornhub. Created in 2007, Pornhub is a leading free, ad-supported, adult content hosting and streaming website, offering visitors the ability to view content uploaded by verified users, models, and third-party adult entertainment companies.

6. How do Defendants answer?

Defendants deny that they did anything wrong and will defend themselves at trial if the Settlement is not approved. Prior to the Settlement, Defendants filed motions for summary judgment in the California Action that have yet to be decided. If the Settlement is not approved, Defendants would seek a decision on those motions. Defendants' Answers to the Complaints are available at [TK Settlement Administrator website].

7. Have the Courts decided who is right?

The Courts have not decided whether Plaintiffs or Defendants are correct. By establishing the Class and issuing this Notice, the Courts are not suggesting that Plaintiffs will win or lose this case. If the Settlement is not approved, Plaintiffs must prove their claims at trial.

WHO IS IN THE SETTLEMENT CLASS

8. Am I part of the Settlement Class?

The Settlement Class is defined as:

> All persons who were under the age of 18 when they appeared in a video or image that has been made available for viewing on any website owned or operated by the Defendants anytime from **February 12, 2011** through **December 6, 2024**.

9. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are individuals that previously opted out during the prior notice rounds in either the California Action or the Alabama Action in 2024. This Settlement does not include or create a new period by which to opt out.

10. What if I am still not sure if I am included?

If you are still not sure whether you are included in the Settlement Class, you can get free help at [TK Settlement Administrator website] at the phone numbers or addresses listed in Questions 12 or 22.

WHAT SETTLEMENT CLASS MEMBERS GET

11. What does the Settlement provide?

If the Court approves the Settlement, a Settlement Fund of $120,000,000.00 will be established for Class Members who meet eligibility requirements and become Qualified Claimants as decided by the Settlement Administrator. The Settlement Fund will be reduced by costs paid to administer the Settlement Fund or vendors required to issue Class Notice regarding the Settlement Fund as well as any Court-awarded attorneys' fees and expenses and payments to the Class Representatives (see Question 17 below). Subject to a plan of allocation proposed by Plaintiffs and approved by the Court, the Settlement Administrator will distribute the remaining amounts to Qualified Claimants equally (*per capita*) pursuant to the number of Qualified Claimants. The Qualified Claimant's share of the Settlement will be paid in up to seven (7) separate distributions over time. No portion of the Settlement Fund will be returned to Defendants.

Defendants have also agreed to establish and implement, and thereafter maintain, comprehensive procedures set forth in the Settlement Agreement that are designed to deter and reduce the uploading or dissemination of CSAM on their Websites.

More details are in a document called the Settlement Agreement, which is available at [TK Settlement Administrator website].

If you are a Class Member, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or the Released Parties about any claims, whether known or unknown, that were asserted in the Actions or that arise out of or are based on the facts, statements, or omissions involved, set forth, or referred to in the Actions, to the extent that such claims arise from conduct occurring on or before December 6, 2024. It also means that all the decisions by the Courts will bind you. The Released Claims and the Released Parties are defined in the Settlement Agreement. They describe the legal claims that are extinguished through the approval of this Settlement. Please refer to Section 4.1 of the Stipulation of Settlement, which can be found on the Settlement

Administrator's website [TK Settlement Administrator website].

HOW TO GET A CASH PAYMENT

12. How can I get a cash payment?

In order to get a cash payment, you must establish that you meet the eligibility requirements and fill out and submit a Claim Form by [TK DATE] at [TK TIME]. A copy of the Claim Form and all instructions are available at [TK Website]. If you do not submit a Claim Form and documents / information supporting eligibility by the deadline or otherwise do not meet eligibility requirements to become a Qualified Claimant, you will not be eligible for a payment from the Settlement Fund. If you need or want any assistance filling out the Claim Form, the Settlement Administrator is available to assist you at no additional charge to you. The Settlement Administrator will keep your conversation(s) and all information you provide confidential. You may contact the Settlement Administrator at [TK PHONE] or [TK EMAIL].

If the Qualified Claimant is a minor at the time the cash payment amount is determined, the Settlement Administrator will send notice of such cash payment amount to the Minor Claimant's legal representative (*i.e.*, Guardian ad Litem, Legal Guardian, or counsel) (if known). Any cash payment owed to a Minor Claimant that is ready for payment while the Minor Claimant is still a minor under applicable law will be paid into an interest-bearing subfund of the Settlement Fund (the "Minor Claimants Account"). The Minor Claimant's Account will be held for the sole benefit of the Minor Claimant and invested in instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or any agency thereof until the Minor Claimant becomes an adult under applicable law (the "Adult Distribution Date"). On the Adult Distribution Date, the amount then held in the Minor Claimant's Account, including any interest earned, will be paid directly to the Qualified Claimant (the Minor Claimant who has become an adult under applicable law). Funds held in the Minor Claimant's Account for a Minor Claimant may be released before the Adult Distribution Date only (a) pursuant to an order of a U.S. court of general jurisdiction in the Minor Claimant's state of residence or (b) by Judge Wesley Hsu of the United States District Court for the Central District of California (the "District Court").

13. When will I get my payment?

If you timely submit a Claim Form and the Settlement Administrator deems you a Qualified Claimant, payments will be distributed to Settlement Class Members in up to seven (7) separate payments over time beginning after the District Court grants "final approval" of the Settlement and after all appeals are resolved. If the District Court approves the Settlement, there may be appeals. It is always uncertain whether these appeals can be resolved and resolving them can take time. Please be patient.

IF YOU DO NOTHING

14. What happens if I do nothing at all?

If you are a Class Member who has not previously opted out of the Class, and you do nothing and do not submit the information necessary to become a Qualified Claimant, you will still be bound by the Settlement, you will give up your right to sue or continue to sue Defendants for the claims in these lawsuits, and you will not receive any money.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

Yes. The District Court in the California Action has appointed the following lawyers as "Class Counsel":

Davida P. Brook
Krysta Kauble Pachman
Halley W. Josephs
Emily Cronin
SUSMAN GODFREY L.L.P.
1900 Avenue of the Stars, Suite 1400
Los Angeles, California 90067
Telephone: (310) 789-3100
Facsimile: (310) 789-3150
dbrook@susmangodfrey.com
kpachman@susmangodfrey.com
hjosephs@susmangodfrey.com
ecronin@susmangodfrey.com

The District Court in the Alabama Action has appointed the following lawyers as "Class Counsel":

Gregory Zarzaur
The Zarzaur Law Firm
2332 Second Avenue North
Birmingham, Alabama 35203
gregory@zarzaur.com

Joshua Hayes
Prince Glover Hayes
701 Rice Mine Road, N.
Tuscaloosa, AL 35406
205-345-1234
Josh@princelaw.net

Kimberly Adams
Levin Papantonio Rafferty
316 S. Baylen Street, Suite 600
Pensacola, FL 32502
850-435-7056
jointhefight@levinlaw.com

16. Should I get my own lawyer?

If you are a Class Member you do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you can hire your own lawyer at your own expense. For example, you can ask them to appear in Court for you if you want someone other than Class Counsel to speak for you.

17. How will Class Counsel be paid?

The District Court will determine how much Class Counsel will be paid for fees and expenses. Class Counsel will file a motion seeking an award for attorneys' fees not to exceed 33 1/3% of the Settlement Fund, including any interest earned on the attorneys' fee portion of the Settlement Fund (i.e., $40,000,000.00 plus interest). In addition to seeking an award for attorneys' fees, Class Counsel will seek reimbursement for expenses incurred or to be incurred in connection with the Settlement, as well as a Service Award of up to $150,000 for each Class Representative for their service as the representatives on behalf of the Class, to be paid from the Settlement Fund, as well as up to $5,000 for Jane Doe #2 (California) who sought leave to join the California Action at Dkt. 89 and participated in initial discovery, and up to $5,000 for Jane Doe #2 (Alabama) who appeared in the original Complaint and the First Amended Complaint in the Alabama Action at Dkt. 1 and Dkt. 22 and participated in initial discovery. You will not be responsible for direct payment of any of these fees, expenses, or awards, but payment will reduce the amount of the Settlement Fund available for Qualified Claimants.

OBJECTING TO THE SETTLEMENT

18. How can I tell the Court if I do not like the Settlement?

Any Settlement Class Member may object to the fairness, reasonableness, or adequacy of the proposed Settlement. Settlement Class Members who wish to object to any term of the Settlement must do so, in writing, by filing a written objection with the United States District Court for the Central District of California in the case *Jane Doe v. MindGeek USA Inc., et al.,* Case No. 8: 21-00338-WLH (ADS), and serving copies on Class Counsel and Counsel for Defendants. The written objection must include:

- Your full name, telephone number, current address, and email address, if any;
- A URL or video/image title, or some other form of documentation to indicate that you are a member of the Class (which may but does not have to include, for example, a copy of a content removal request relating to content depicting you on one of Defendants' websites, or any other communication to Defendants or a third party regarding such content appearing on Defendants' websites); Any objection not submitted with sufficient information to establish that the objector is a Class Member will not be considered by the Court;
- A written statement of all grounds for the objection accompanied by any legal support for the objection (if any);
- Whether your objection applies only to you as the objector, to a specific subset of the Class or to the entire Class;
- Copies of all documents or writings that you desire the District Court to consider. NOTE: Videos / Images shall NOT be submitted under any circumstances;
- The name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with the preparation or submission of your objection or who may profit from the pursuit of the objection;

- A statement indicating whether you intend to appear at the Fairness Hearing (either personally or through counsel, who must file an appearance or seek pro hac vice admission in accordance with the Local Rules); and
- Your signature or the signature of your counsel.

PLEASE DO NOT SUBMIT ANY IMAGES OR VIDEOS.

To the extent that your objection contains or attaches confidential documents or personally identifying information, you may seek leave from the District Court to file those documents under seal and/or with any personal information redacted or using a pseudonym in the publicly filed version of the objection, subject to the District Court's discretion.

If you intend to appear at the Fairness Hearing through counsel, the written objection must also state the identity of all attorneys representing you who will appear at the Fairness Hearing. Your objection, along with any supporting material you wish to submit, must be filed with the Office of the Court, with a copy sent to the Settlement Administrator by mail or email, by [TK DATE] at the following addresses:

The Clerk of Court

Judge Hsu's Chambers Copy Box

350 W. 1st Street, Los Angeles, CA 90012

MindGeek Class Action Settlement Administrator

P.O. Box 361930

Hoover, Alabama 35236-1930

THE COURT'S FAIRNESS HEARING

19. When and where will the District Court decide whether to approve the Settlement?

The District Court will hold a Fairness Hearing on **[TK DATE]** at **[TK TIME]** at the United States District Court for the Central District of California, Felicitas and Gonzalo Mendez United States Courthouse, 350 W 1st Street, Courtroom 9B, 9th Floor, Los Angeles, CA 90012. At the Fairness Hearing, the District Court will consider whether the Settlement is fair, reasonable, adequate, and in the best interest of the Class. The District Court will also consider how much to pay and reimburse Class Counsel and any Service Award cash payment to the Class Representatives, Jane Doe #2 (Alabama), and Jane Doe #2 (California). If there are objections, the Court will consider them at this time. We do not know how long these decisions will take.

20. Do I have to come to the hearing?

No. But you or your own lawyer may attend at your expense. If you submit an objection, you do not have to come to Court to talk about it. As long as you have properly filed a timely objection pursuant to Section 18 above,, the District Court will consider it.

21. May I speak at the hearing?

Yes. If you have properly filed a timely objection pursuant to the objection procedures described above, you may ask the District Court for permission to speak at the Fairness Hearing. To do so, you must send or file a letter with the District Court stating that it is your "Notice of Intent to Appear." Your request must state your name, address, email address, and telephone number, as well as the name, address, email address, and telephone number of the person that will appear on your behalf. Your request must be filed with the Clerk of the Court and served on Class Counsel and Defendants' Counsel no later than [TK DATE]. See Question 18 for addresses.

GETTING MORE INFORMATION

22. How do I get more information?

This Notice contains a summary of the proposed Settlement. You can get additional information by visiting [TK Settlement Administrator website] or writing the Administrator at:

MindGeek Class Action Settlement Administrator

P.O. Box 361930

Hoover, Alabama 35236-1930

You can also call Class Counsel at 1-310-789-3100, or write them at:

Davida P. Brook
Krysta Kauble Pachman
Halley W. Josephs
Susman Godfrey LLP
1900 Avenue of the Stars, Suite 1400
Los Angeles, CA 90067

Gregory Zarzaur
The ZarZaur Law Firm
2332 Second Avenue North
Birmingham, Alabama 35203
gregory@zarzaur.com

Joshua Hayes
Prince Glover Hayes
701 Rice Mine Road, N.
Tuscaloosa, AL 35406
205-345-1234
Josh@princelaw.net

Kimberly Adams

Levin Papantonio Rafferty
316 S. Baylen Street, Suite 600
Pensacola, FL 32502
850-435-7056
jointhefight@levinlaw.com

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE

Questions? Visit [TK - Administrator website] or call toll-free [TK - Administrator phone]

EXHIBIT D

Plan of Allocation

1. The objective of the Plan of Allocation is to distribute the Settlement Fund (less awarded attorney fees, service awards, and expenses, including administration expenses) *per capita* among Qualified Claimants, as described below, due to the claims alleged in the Actions and pursuant to the terms of the Settlement Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Settlement Agreement. In the event of any conflict between this Plan of Allocation and the Settlement Agreement, the Settlement Agreement shall control.

2. Individuals who submit a claim or have claims submitted on their behalf ("Claimants") become "Qualified Claimants" and therefore eligible to receive an equal *per capita* settlement distribution amount (the "Allocated Amount") from the Settlement Fund, if the following occurs:

a. The Claimant timely submits a Claim Form providing the Claimant's identifying information and supporting documentation (if any). All Claim Forms shall be signed by the Claimant or the Claimant's legal representative under penalty of perjury. Non-United States citizens shall also be required to sign a Release, which will be attached to the Claim Form for Non-United States citizens.

b. The Settlement Administrator determines, based on documents and information provided, that (1) the Claimant was under the age of 18 at the time they were depicted in a video or image involving Sexually Explicit Conduct; and (2) the Content of the Claimant was available for viewing on any MindGeek Website[1] at any time between February 12, 2011 through December 6, 2024.

3. **Settlement Administrator's Determination:** For the avoidance of doubt, should the Settlement Administrator have concerns as to the accuracy or validity of information included in the Claimant's Claim Form or documentation and information submitted to support the Claimant's eligibility, the Settlement Administrator shall promptly notify the Claimant of those concerns so as to afford the Claimant or their representative an adequate opportunity to respond to any such concerns within a reasonable time period set by the Settlement Administrator. Should the Settlement Administrator then find that the Claimant's allegations lack credibility and/or validity, the Settlement Administrator shall take that finding into consideration in making a determination whether the Claimant is a Qualified Claimant. After a Claimant receives the Settlement Administrator's initial determination, the Claimant will have an opportunity to appeal the initial determination to the Settlement Administrator. After a Claimant receives the Settlement Administrator's appeal determination, the Settlement Administrator's determination on whether a

[1] "MindGeek Websites" has the same meaning as the term "Websites" in the Settlement Agreement and includes, but is not limited to: Pornhub.com, Pornhubpremium.com, Redtube.com, Redtubepremium.com, YouPorn.com, YouPornpremium.com, Tube8.com, Mofosex.com, ExtremeTube.com, Spankwire.com, Keezmovies.com, Thumbzilla.com, and XTube.com.

Claimant has met eligibility requirements, has timely submitted a valid Claim Form, and is a "Qualified Claimant" shall be final and non-appealable.

4. Every Qualified Claimant will be awarded an Allocated Amount that is equal to the Qualified Claimant's *per capita* share of the net amount distributable from the Settlement Fund based on the total number of Qualified Claimants.

5. **Timing:** The Settlement Administrator shall provide in writing to Class Counsel in a manner that ensures confidentiality: (1) the names and number of Qualified Claimants on the same date, within 90 days after entry of the Final Approval Order or at such time as agreed upon by the Parties, and (2) the Allocated Amounts for all Qualified Claimants on the same date, within 90 days after entry of the Final Approval Order or at such time as agreed upon by the Parties. Once the Settlement Administrator has determined the Allocated Amounts for each Qualified Claimant, the Qualified Claimant's Allocated Amount will be distributed by the Settlement Administrator in the appropriate shares as funds become available within 90 days after the Settlement Effective Date and within 30 days after each of Defendants' Installment Payments are made to the Settlement Fund. Qualified Minor Claimant Allocated Amounts will be held in an interest-bearing account and not be distributed to such Qualified Minor Claimants until they reach the age of majority and in accordance with the laws of the Minor Claimant's place of residence. Funds held for Qualified Minor Claimants may only be released prior to reaching the age of majority pursuant to (a) an order of a U.S. court of general jurisdiction in the Qualified Minor Claimant's state of residence, or (b) an order entered by the U.S. District Court for the Central District of California.

6. The Settlement Administrator and Class Counsel shall periodically consider redistributing unclaimed Settlement Payments to Qualified Claimants who received funds in prior round(s), to the extent feasible and practical in light of the costs of administering such subsequent payments, unless the amounts involved are too small to make individual distributions economically viable or other specific reasons exist that would make such further distributions impossible or unfair. Following a redistribution, the Settlement Administrator and Class Counsel will determine whether additional redistributions of unclaimed funds to Qualified Claimants who received funds in prior round(s) are feasible and practical in light of the aforementioned considerations. In the event that further redistributions are no longer economically or administratively feasible, Class Counsel will apply to the Court for a *cy pres* award to be made to one or more nationally recognized non-profit organizations, reasonably acceptable to and independent from all Parties, that engage in or conduct efforts to remediate or prevent the creation and dissemination of CSAM.

7. All costs associated with the disposition of residual funds – whether through additional distributions to Qualified Claimants who received their Settlement Payments and/or through an alternative plan approved by the District Court – shall be borne solely by the Settlement Fund.

8. The plan of allocation may be modified upon further order of the District Court. Any updates to the plan of allocation will be published on the Class Website.

EXHIBIT E

MINDGEEK CLASS ACTION SETTLEMENT
SETTLEMENT OVERVIEW

JANE DOE #1 V. MG FREESITES, LTD, d/b/a "PORNHUB," et al.
C.A. No. 7:21-cv-00220-RDP (N.D. Al.)

JANE DOE V. MINDGEEK USA INC., et al.
C.A. No. 8:21-CV-00338-WLH-ADS (C.D. Cal.)

IMPORTANT DEADLINES AND GENERAL INFORMATION

This class action settlement (the "Settlement") was established to compensate individuals who can demonstrate that they were under 18 years old when they were depicted in a video or image involving Sexually Explicit Conduct,[1] *i.e.*, Child Sex Abuse Material ("CSAM") that was made available for viewing on one or more of the MindGeek Websites,[2] at any time from February 12, 2011 through December 6, 2024 ("Qualified Claimants"). MindGeek Websites include but are not limited to:

Pornhub.com, Pornhubpremium.com, Redtube.com, Redtubepremium.com, YouPorn.com, YouPornpremium.com, Tube8.com, Mofosex.com, ExtremeTube.com, Spankwire.com, Keezmovies.com, Thumbzilla.com, and XTube.com

To participate in the Settlement based on your claim in the actions entitled *Jane Doe #1 v. MG Freesites, LTD, d/b/a "PORNHUB,", et al.*, Case No. 7:21-cv-00220-RDP (N.D. Al.) (the "Alabama Action") and *Jane Doe v. MindGeek USA Inc., et al.*, Case No. 8:21-cv-00338-WLH-ADS (C.D. Cal.) (the "California Action"; when referenced together with the Alabama Action, the "Litigations"), and receive compensation from the Settlement Fund, you must be a Qualified Claimant. To be a Qualified Claimant you must submit a valid Claim Form by the set deadline and establish, based on documents and information provided, you are an Eligible Claimant by providing proof (1) that you were under the age of 18 when a video and/or image of you depicting Sexually Explicit Conduct was created, and (2) that the video or image was available for viewing on a MindGeek Website at any time from February 12, 2011 through December 6, 2024. If the Settlement Administrator confirms your eligibility and validates your Claim Form, you will become a Qualified Claimant and are eligible to receive compensation from the Settlement Fund.

You may still submit a Claim Form and become a Qualified Claimant even if you did not speak with an attorney, or you never reported that you were depicted in a video or image involving Sexually Explicit Conduct when you were under the age of 18 to the MindGeek Websites, law enforcement, the National Center for Missing & Exploited Children, or other agency or non-profit organization.

[1] "Sexually Explicit Conduct" means any actual or simulated sexual act, including but not limited to: sexual intercourse, including genital-genital, oral-genital, anal-genital, or oral-anal contact; bestiality; masturbation or any other stimulation of genitals or anus; sadistic or masochistic abuse; or lascivious exhibition of the breast(s), anus, genitals, or pubic area of any person.

[2] All capitalized terms not otherwise defined have the meanings listed in the Stipulation of Settlement (or "Settlement Agreement") dated July 17, 2026, which is available on the Class Website (TK) or by contacting the Settlement Administrator, as more fully explained in the Notice. To the extent that there is any conflict between the definitions of capitalized terms in this Claim Form and the Settlement Agreement, the definition in the Settlement Agreement controls.

You must mail or upload online your completed and signed Claim Form by no later than 11:59 pm EDT on TK DATE. If you fail to timely submit the Claim Form, your claim will be rejected, and you will not receive any compensation from the Settlement Fund created in connection with the Settlement.

United States Citizens and non-United States Citizens may file a Claim Form in this Settlement, but will need to submit different versions of the Claim Form. Under the terms of the Settlement Agreement, non-United States Citizens are required to submit a signed release. Other than the release, which is included in the Claim Form for Non-United States Citizens, the two Claim Forms are identical. Please be sure you submit the correct Claim Form based on your citizenship status.

You may submit your Claim Form in your preferred language. The Settlement Administrator has English and Spanish language versions of the Claim Form and the Release for non-United States Citizens. The "Claim Form for United States Citizens" and the "Claim Form for Non-United States Citizens" can be found by visiting the Class Website [TK Insert Settlement Administrator website]. Los formularios de reclamación en español se pueden encontrar visitando el sitio web de la Clase: [TK Insert Settlement Administrator website].

If you need or want any assistance on determining your eligibility, how to fill out the Claim Form, what proof you need to submit to establish your eligibility, how to request or locate proof of your eligibility, etc., the Settlement Administrator's team is available to help you. Call the Settlement Administrator's team at TK or email at TK. The Settlement Administrator's team has been trained in assisting survivors of sexual trauma and is well versed in the general nature of this matter. The Settlement Administrator's team will keep your conversation(s) and all information you provide confidential. In addition, answers to Frequently Asked Questions ("FAQs") can be found on the Class Website at [TK Insert Settlement Administrator website].

You may but are not required to have an attorney or advocate help you fill out a Claim Form.

You will be legally bound by all orders and judgments entered in the Litigations, including the releases provided in the Orders or Judgments, **WHETHER OR NOT YOU SUBMIT A CLAIM FORM.** This means that in exchange for being an eligible Class Member that may be entitled to compensation in this Settlement, you will not be able to sue, continue to sue, or be part of any other lawsuits against the Defendants and Releasees as defined in Section 4.1 of the Settlement Agreement that involve CSAM videos or images made available for viewing on any MindGeek Websites at any time from February 12, 2011 through December 6, 2024.[3]

NOTE: **PLEASE DO NOT SUBMIT ANY CSAM IMAGES OR VIDEOS IN SUPPORT OF YOUR CLAIM**. CSAM is an image or video that depicts anyone under 18 years old engaging in Sexually Explicit Conduct.

This Settlement is not an admission of liability, wrongdoing, fault, or violation of law by any of the Defendants. The Defendants deny all allegations of wrongdoing.

[3] "Defendants" means all the defendants named in each of the complaints, as amended, filed in the Alabama Action and the California Action, including MindGeek USA Incorporated, MindGeek S.A.R.L., MG Freesites, LTD, d/b/a Pornhub, MG Freesites II, LTD, MG Content RT Limited, 9219-1568 Quebec, Inc. d/b/a MindGeek, MG CY Holdings LTD, and MG Billing LTD, and their successors and assigns.

Please take the time to carefully review this Settlement Overview.

SETTLEMENT OVERVIEW

This Settlement Overview includes the below sections to assist you with filing your Claim Form. The Frequently Asked Questions (the "FAQs") provide additional details you may find helpful. The FAQs can be found on the Class Website.

I. **Submitting a Claim Form**– Instructions for how to submit a Claim Form.

II. **Settlement Eligibility** – Criteria to help you determine if you are eligible to participate in the Settlement and the supporting documents or information the Settlement Administrator will need to determine if you are a Qualified Claimant.

III. **Compensation** – An explanation of the compensation available under the Settlement and how the payment amounts will be determined.

IV. **Settlement Fund Allocations** – Additional details explaining how the Settlement Fund will be allocated between Qualified Claimants.

Please see the Class Website at [TK] for additional information.

I. SUBMITTING A CLAIM FORM

These instructions are meant to provide you with details on how to submit the Claim Form. You may decide whether or not to submit a Claim Form. **If you do not submit a Claim Form, you will receive no compensation related to the Settlement. Whether or not you submit a Claim Form, you will release all claims related to the Litigations.** This means that in exchange for being an eligible Class Member that may be entitled to compensation in this Settlement, you will not be able to sue, continue to sue, or be part of any other lawsuits against the Defendants and Releasees, as defined in the Settlement Agreement, that involve CSAM images or videos made available for viewing on the MindGeek Websites at any time from February 12, 2011 through December 6, 2024.

To participate in the Settlement based on your claim in the Litigations, you must:

1. **Complete the Claim Form and Sign Under Oath and Penalty of Perjury:** You (or the person legally authorized to represent you, for example the person who holds your effective power of attorney) must individually sign the Claim Form under oath and under penalty of perjury. If you are represented by an attorney, your attorney must sign too. A wet signature (*i.e.*, written in ink) is not required. Electronic signatures will be accepted. If you sign electronically using a platform such as Adobe Sign or DocuSign, you must include the platform's identity verification record, certificate of completion, or audit trail

with your submission. The Settlement Administrator may request additional information to verify your identity.

2. **Establish that You Meet the Eligibility Requirements:** You must submit documentation or information establishing you meet the eligibility requirements identified in the "Settlement Eligibility" section.
3. **Submit the Claim Form by the Deadline:** You must timely submit your Claim Form to the Settlement Administrator, using one of the methods listed below by no later than 11:59 pm EDT on TK DATE.

YOU MUST SUBMIT YOUR COMPLETED CLAIM FORM, RELEASE IF YOU ARE A NON-UNITED STATES CITIZEN, AND ANY OTHER DOCUMENTS, TO THE SETTLEMENT ADMINISTRATOR, USING ONE OF THE FOLLOWING METHODS:

The Class Website:	[TK]
By Email Attachment:	[TK]
By Mail:	MindGeek Class Action Settlement Administrator P.O. Box 361930 Hoover, Alabama 35236-1930

You can submit your Claim Form electronically via the Class Website or by Email. Please note that no electronic files will be considered to have been properly submitted unless the Settlement Administrator sends you a written acknowledgement of receipt and acceptance of electronically submitted data by email. The Settlement Administrator will send an acknowledgement of receipt within 15 business days of each submission.

If you need or want any assistance on determining your eligibility, how to fill out the Claim Form, what proof you need to submit to establish your eligibility, how to request or locate proof of your eligibility, etc., the Settlement Administrator is available to help you. Call the Settlement Administrator's team at TK or email at TK. The Settlement Administrator's team has been trained in assisting survivors of sexual trauma and is well versed in the general nature of this matter. The Settlement Administrator's team will keep your conversation(s) and all information you provide confidential, and absent court order, will not share it with any persons, other than Class Counsel, without your written approval. "Class Counsel" is the Plaintiffs' counsel in the Alabama Action and the California Action. In addition, answers to Frequently Asked Questions ("FAQs") can be found on the Class Website.

II. SETTLEMENT ELIGIBILITY

You must submit a Claim Form signed under penalty of perjury and establish your eligibility for the Settlement Administrator to determine whether you are a Qualified Claimant. If you are a non-United States Citizen, you must also submit the release that is included in the Non-United States Citizen Claim Form.

You may still submit a Claim Form and become a Qualified Claimant even if you did not speak with an attorney, or you never reported that you were depicted in a video or image involving Sexually Explicit Conduct when you were under the age of 18 to the MindGeek Websites, law enforcement, the National Center for Missing & Exploited Children, or other agency or non-profit organization.

A. QUALIFIED CLAIMANTS

In order to be a Qualified Claimant, you must submit a Claim Form and provide proof establishing you are eligible to participate in the Settlement because you are a Class Member. To establish eligibility, you must show that:

1) **You were under 18 years old when you were depicted in a video or image involving Sexually Explicit Conduct, i.e., Child Sex Abuse Material ("CSAM").** CSAM is an image or video that depicts anyone under 18 years old engaging in Sexually Explicit Conduct. "Sexually Explicit Conduct" means any actual or simulated sexual act, including but not limited to: sexual intercourse, including genital-genital, oral-genital, anal-genital, or oral-anal contact; bestiality; masturbation or any other stimulation of genitals or anus; sadistic or masochistic abuse; or lascivious exhibition of the breast(s), anus, genitals, or pubic area of any person. You do not have to have been a minor when the video or image was viewable on any of the MindGeek Websites. In other words, you may be eligible if you were a minor *at the time you were depicted* in the video or image, even if it was first made available for viewing on the MindGeek Websites when you were over 18.

2) **Your video or image involving Sexually Explicit Conduct was available for viewing on one or more of the MindGeek Websites, at any time from February 12, 2011 through December 6, 2024**. MindGeek Websites include but are not limited to:

   Pornhub.com, Pornhubpremium.com, Redtube.com, Redtubepremium.com, YouPorn.com, YouPornpremium.com, Tube8.com, Mofosex.com, ExtremeTube.com, Spankwire.com, Keezmovies.com, Thumbzilla.com, and XTube.com.

A list of the kinds of supporting documents or information that you may provide to the Settlement Administrator to demonstrate your eligibility can be found in the next section. If you believe you have proof that is not listed below that can demonstrate (1) you were under 18 years old when you were depicted in a video or image involving Sexually Explicit Conduct ("CSAM"), and (2) your video or image was available for viewing on one or more of the MindGeek Websites, at any time from February 12, 2011 through December 6, 2024, please reach out to the Settlement Administrator via email or phone. **DO NOT attempt to submit images or videos, as they will not be accepted by the Settlement Administrator**. Please contact the Settlement Administrator directly if you have questions about submitting documents or information.

Any correspondence, supporting documents, and information you provide will be kept confidential, and absent court order, will only be used to determine whether you are a Qualified Claimant, and will not be used to initiate or support a criminal case against you related to the dissemination of CSAM.

B. SUPPORTING DOCUMENTS AND/OR INFORMATION

The Settlement Administrator will use the supporting documents or information you provide to confirm your eligibility and validate your Claim Form. The primary method to confirm eligibility will be to use data and information discovered in the case, which may include the following: the name of the person who uploaded the CSAM video or image, the username/account holder associated with the CSAM video or image, the title of the CSAM video or image, and the URL associated with the CSAM video or image. This data is not the only way the Settlement Administrator can confirm you are a Qualified Claimant. Please review the List of Supporting Documents or Information below, and the FAQs, for other methods the Settlement Administrator can use to confirm you are a Qualified Claimant.

Any correspondence, supporting documents, and information you provide will be kept confidential, and absent court order, will only be used to determine whether you are a Qualified Claimant, and will not be used to initiate or support a criminal case against you related to the dissemination of CSAM.

If you do not have any supporting documentation or the Settlement Administrator determines additional information or corrections would be helpful, the Settlement Administrator may reach out to you to request additional information.

After you submit the Claim Form along with any supporting documentation, the Settlement Administrator will determine whether you are a Qualified Claimant. If you have questions about the types of supporting documentation or information you should provide, please review the FAQs found on the Class Website. In addition, the Settlement Administrator's team is available to assist and can be contacted at [TK].

Please note that the "MindGeek Websites" include but are not limited to:

> Pornhub.com, Pornhubpremium.com, Redtube.com, Redtubepremium.com, YouPorn.com, YouPornpremium.com, Tube8.com, Mofosex.com, ExtremeTube.com, Spankwire.com, Keezmovies.com, Thumbzilla.com, and XTube.com.

LIST OF SUPPORTING DOCUMENTS OR INFORMATION YOU MAY SUBMIT TO DEMONSTRATE YOU ARE A QUALIFIED CLAIMANT

IF YOU ARE SUBMITTING DOCUMENTS, ONLY SUBMIT COPIES OF THE DOCUMENTS. DO NOT SUBMIT ORIGINALS.

Supporting documents or information will be kept confidential, and absent court order, will only be used to determine whether you are a Qualified Claimant, and will not be used to initiate or support a criminal case related to the dissemination of CSAM. Supporting documents or information you provide are not being

provided to the government and are not subject to the Freedom of Information Act (FOIA) or any other state or federal law requiring disclosure of governmental records.

PLEASE DO NOT SUBMIT ANY CSAM IMAGES OR VIDEOS IN SUPPORT OF YOUR CLAIM.

The supporting documents or information listed below are examples of documents that may help establish your eligibility. The Settlement Administrator recognizes that each Qualified Claimant will have different supporting documents. You are not required to submit every document on this list.

Supporting documents or information you may choose to provide to demonstrate your eligibility may include but are not limited to:

1. Government issued identification; birth certificate; or passport that can be used to confirm you were under the age of 18 when you were depicted in a video or image involving Sexually Explicit Conduct ("CSAM");

2. Takedown requests: made before August 14, 2026, the date that the Parties filed a Motion for Preliminary Approval. A "takedown request" is a request, or a report, submitted to Defendants, or another entity, to have your CSAM image/video removed from a MindGeek Website;

3. Title of the CSAM video or image viewable on a MindGeek Website, or any details you can recall about the title, which will be validated by the Settlement Administrator through data produced by the Defendants;

4. One or more of the following: Name of the person who uploaded the video or image, or username or account holder associated with the CSAM video or image. It is not required that the person was named in a criminal case or otherwise held accountable for the exploitation. This information will be kept confidential, and absent court order, will only be used to determine whether you are a Qualified Claimant;

5. Uniform Resource Locator (URL) or website link associated with the CSAM video or image posted on a MindGeek Website, which will be validated by the Settlement Administrator through data produced by the Defendants. Please do not submit any CSAM images or videos;

6. Law enforcement records regarding the CSAM video or image, including but not limited to records of a report you (or someone else on your behalf) made to law enforcement about the video or image or law enforcement communications with Defendants regarding the CSAM video or image posted on a MindGeek Website;

7. Certified records or statements from a service provider (the person, organization, or company you communicated to about your experience regarding the CSAM video or image posted on a MindGeek Website) before August 14, 2026, the date that the Parties filed a Motion for Preliminary Approval. A "certified record" is a copy of a record that is signed, stamped, or otherwise certified by the service provider that created the original record, and is verified as authentic (for example, on the service provider's letterhead, bearing an official stamp or seal, or accompanied by a signed certification). Examples of service providers include: law enforcement, therapists or medical professionals, advocates, and survivor support service providers; or

8. Case number generated from a report made before August 14, 2026, the date that the Parties filed a Motion for Preliminary Approval to the National Center for Missing & Exploited Children (NCMEC), such as the CyberTipline, or any communications you or someone else on your behalf had with NCMEC about the CSAM video or image.

III. COMPENSATION

All Qualified Claimants are eligible to receive compensation. Subject to a plan of allocation approved by the Court, the Settlement Funds available for Qualified Claimant payments will be divided equally between all Qualified Claimants (*i.e.,* per capita) based on the number of Qualified Claimants.

The amount of the Settlement Payment is based on the number of Qualified Claimants. As a result, the payment amount cannot be calculated until all Claim Forms are submitted and the number of Qualified Claimants is determined by the Settlement Administrator. At this time, Class Counsel is anticipating there will be approximately 2,000 Qualified Claimants. If there are 2,000 Qualified Claimants, we preliminarily estimate that you may receive an amount of $35,700 each, and if there are 4,000 Qualified Claimants, you may receive an amount of $17,500 each. The amounts depend on the number of Qualified Claimants and that the Defendants make all the installment payments. The amounts may be paid to you in installments too. The amount you ultimately receive may increase or decrease based on your per capita share of the Settlement Fund. Class Counsel intends to apply for attorneys' fees of up to one-third (1/3) of the Settlement Fund, reimbursement of costs and expenses, and service awards of up to US$150,000 for each Class Representative and up to US$5,000 for each of the Jane Doe #2 claimants, all of which are subject to Court approval and will be deducted from the Settlement Fund before distribution to Qualified Claimants.

A Qualified Claimant will have no other remedies with respect to any claim against the Settlement Fund and will not be eligible to receive any further distribution on account of their claim.

Additional details regarding the allocation of Settlement Funds can be found in the "Settlement Fund Allocations" section.

IV. SETTLEMENT FUND ALLOCATIONS

Currently, the Court has not entered a Final Approval Order for this Settlement. If the Court approves the Settlement, a Settlement Fund of $120,000,000.00 will be established for Qualified Claimants. The Settlement Fund will be reduced by costs paid to administer the Settlement Fund or to vendors required to complete Class Notice, as well as any Court-awarded attorneys' fees and expenses and service awards to the Class Representatives as well as Jane Doe # 2 (California Action) and Jane Doe # 2 (Alabama Action). The Defendants will fund this Settlement in seven (7) installments. The Initial Payment Amount of US$25,000,000 was transmitted on July 31, 2026. The remaining six (6) installments of US$15,833,333.33 each will be transmitted annually on each anniversary of June 17, 2026, with the last installment being on or around June 17, 2032.

As a result, the Settlement Payments will be paid in installments. This means you will receive approximately 6 payments, one payment per year beginning in 2027 until 2032.

Subject to a plan of allocation approved by the Court, for all Qualified Claimants, the Settlement Administrator will divide the Settlement Funds available, after the deduction of costs paid to administer the Settlement

Fund or vendors required to complete Class Notice, as well as any Court-awarded attorneys' fees and expenses and service awards to the Class Representatives as well as Jane Doe # 2 (California Action) and Jane Doe # 2 (Alabama Action), equally between the Qualified (*i.e.*, per capita).

Settlement Administrator's Determination: You do not have to speak with the Settlement Administrator or its staff in order to qualify. The Settlement Administrator will review the supporting documents or information you provide, to determine whether you are a Qualified Claimant. If the Settlement Administrator has concerns as to the accuracy of a Class Member's Claim Form answers, or any other information or documents submitted, the Settlement Administrator will promptly notify the Class Member of those concerns to give the Class Member, or their representative, an adequate opportunity to respond to any such concerns within a reasonable time period set by the Settlement Administrator. Should the Settlement Administrator find that the Class Member's supporting documents or information provided lack credibility, the Settlement Administrator will take that finding into consideration in making any award and, if appropriate, may deny the Class Member any allocation of the Settlement Fund. After you receive the Settlement Administrator's initial determination you will have an opportunity to appeal the initial determination to the Settlement Administrator. After you receive the Settlement Administrator's appeal determination, the Settlement Administrator's determination will be final and non-appealable.

Timing of Payments: Timing of payments will depend on the number of Claim Forms submitted. Class members will have until [TK DATE] to submit a Claim Form. Due to the time it will take to review submitted Claim Forms and confirm eligibility, we anticipate initial payments will not be processed until after the second installment made by Defendants which will be on or around June 17, 2027. Within a reasonable time after the deadline to submit Claim Forms has passed, the Settlement Administrator will send Class Members their eligibility determinations, and Class Members will have [TK] days to appeal the Settlement Administrator's determination. Instructions on how to submit an appeal will be included in the Settlement Administrator's determination correspondence. Updates regarding appeals and Settlement Payments will be posted to the Class Website as additional information becomes available.

MINDGEEK CLASS ACTION SETTLEMENT
CLAIM FORM
FOR UNITED STATES CITIZENS

JANE DOE #1 V. MG FREESITES, LTD, d/b/a "PORNHUB," et al.
C.A. No. 7:21-cv-00220-RDP (N.D. Al.)

JANE DOE V. MINDGEEK USA INC., et al.
C.A. No. 8:21-cv-00338-WLH-ADS (C.D. Cal.)

CLAIM FORM INSTRUCTIONS

****You MUST establish that you are eligible and timely submit a signed Claim Form in order to qualify for any compensation pursuant to this Settlement.****

Please Type or Print – Use Blue or Black Ink Only (Do Not Use a Pencil)

A wet signature (i.e., written in ink directly on this form) is not required. Electronic signatures will be accepted. If you sign electronically using a platform such as Adobe Sign or DocuSign, you must include the platform's identity verification record, certificate of completion, or audit trail with your submission. The Settlement Administrator may request additional information to verify your identity.

You may but are not required to have an attorney or advocate help you fill out this Claim Form.

Are you completing this form on behalf of a Class Member? Executors, administrators, guardians, conservators, trustees, and attorneys or others acting in a representative capacity on behalf of a Class Member must complete and sign the applicable Settlement Forms on behalf of persons represented by them and submit evidence of their current authority to act on behalf of that Class Member, including stating their titles or capacities.

ALL INFORMATION PROVIDED IN THIS FORM WILL BE KEPT STRICTLY CONFIDENTIAL

By submitting a Claim Form, Class Member, individually or through their representative, represents that they appeared in an image or video involving Sexually Explicit Conduct[1] depicting the Class Member when they were under the age of eighteen and the image or video was made available for viewing on websites owned or operated by Defendants ("MindGeek Websites") at any time from February 12, 2011 through December 6, 2024. MindGeek Websites include but are not limited to:

Pornhub.com, Pornhubpremium.com, Redtube.com, Redtubepremium.com, YouPorn.com, YouPornpremium.com, Tube8.com, Mofosex.com, ExtremeTube.com, Spankwire.com, Keezmovies.com, Thumbzilla.com, and XTube.com

[1] "Sexually Explicit Conduct" means any actual or simulated sexual act, including but not limited to: sexual intercourse, including genital-genital, oral-genital, anal-genital, or oral-anal contact; bestiality; masturbation or any other stimulation of genitals or anus; sadistic or masochistic abuse; or lascivious exhibition of the breast(s), anus, genitals, or pubic area of any person.

NOTE: **PLEASE DO NOT SUBMIT ANY IMAGES OR VIDEOS CONTAINING CHILD SEX ABUSE MATERIAL (CSAM) IN SUPPORT OF YOUR CLAIM**. CSAM is an image or video that depicts anyone under 18 years old engaging in Sexually Explicit Conduct.

YOU MUST SUBMIT YOUR COMPLETED CLAIM FORM, AND ANY OTHER DOCUMENTS, TO THE SETTLEMENT ADMINISTRATOR, USING ONE OF THE FOLLOWING METHODS:

The Class Website: [TK]

By Email Attachment: [TK]

By Mail: MindGeek Class Action Settlement Administrator
P.O. Box 361930
Hoover, Alabama 35236-1930

You can submit your Claim Form electronically via the Class Website or by Email. Please note that no electronic files will be considered to have been properly submitted unless the Settlement Administrator sends you a written acknowledgement of receipt and acceptance of electronically submitted data by email. The Settlement Administrator will send an acknowledgement of receipt within 15 business days of each submission.

A. CLASS MEMBER IDENTIFICATION

Claimant Name: _____
Enter name exactly as you would like it to appear on a payment

Taxpayer Identification No.: _____
Social Security Number, Taxpayer ID, or Foreign ID Number (if residing abroad)

Date of Birth: _____
Format = Month/Day/Year

Telephone No. (including area code):

Daytime: _____ **Evening:** _____

Email Address: _____

Street Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Foreign Province: _____

Foreign Postal Code: _____

Foreign Country: _____

B. AUTHORIZED PERSONAL REPRESENTATIVE INFORMATION

If you are an attorney submitting this Claim Form on behalf of a Class Member client, or if you are otherwise submitting this Claim Form on behalf of a minor, an incapacitated individual, or an estate as a personal representative, you must complete this section.

Attorney or Representative's First and Last Name: _____
(First Name) (Last Name)

Relationship to Class Member: _____

Class Member is (check whichever applies, if any):

☐ A Minor ☐ Incapacitated ☐ Deceased

If the Class Member is a minor (a person under the age of eighteen), incapacitated, or deceased, please provide the below documentation establishing your authority to submit this Claim Form on their behalf:

- **If the Class Member is a minor** – Please provide a copy of the Class Member's birth certificate identifying you as the parent or guardian, or similar documentation showing your authority to file on their behalf. If you are not identified on the birth certificate, please provide a power of attorney or court order naming you as guardian.
- **If the Class Member is incapacitated** – Please provide a power of attorney or court order naming you as conservator or guardian.
- **If the Class Member is deceased** – Please provide the following documentation establishing you are the representative for the deceased Class Member's estate:
  - Death certificate of the deceased individual; and
  - Documents showing that you are the individual authorized to submit a petition on behalf of an eligible deceased Class Member. Acceptable documentation for estates may include a copy of the will or a Court Order/Letters Testamentary naming you as a personal representative, administrator, executor or executrix, or the sole beneficiary.

C. COMMUNICATION PREFERENCES

How would you prefer we communicate with you? (check all that apply)

☐ Mail ☐ Email ☐ Phone

If the Settlement Administrator needs to call you, do they have permission to call and leave a voicemail? (check your response) By marking "Yes" below, and signing this form, you are providing prior express written consent to receive calls about this Settlement from the Settlement Administrator (Gentle, Turner, & Benson, LLC) at the telephone number(s) you submit in this form. You confirm that you are the user of any telephone number submitted in this form.

☐ Yes ☐ No

D. PROOF OF CLAIM ELIGIBILITY

To the best of your ability, please answer all of the following questions, and if needed, provide any supporting documents. Supporting documents can be submitted via the Class Website, email, or mail.

1. Did you appear in an image or video involving Sexually Explicit Conduct that was taken or recorded when you were under the age of eighteen that has been made available for viewing on any website owned or operated by Defendants ("MindGeek Websites") anytime from **February 12, 2011** through **December 6, 2024**? Please note that this also includes images or videos involving Sexually Explicit Conduct that were taken or recorded when you were under eighteen but that were made available for viewing on any of the MindGeek Websites when you were over eighteen.

☐ Yes ☐ No

* If you select No, you are not a Qualified Claimant.

2. To the best of your ability, please identify each MindGeek Website in which you appeared in a CSAM images(s) or video(s), which is an image or video involving Sexually Explicit Conduct that was taken or recorded when you were under the age of eighteen. (check all that apply)

- ☐ Pornhub.com
- ☐ Pornhubpremium.com
- ☐ Redtube.com
- ☐ Redtubepremium.com
- ☐ YouPorn.com
- ☐ YouPornpremium.com
- ☐ Tube8.com
- ☐ Mofosex.com
- ☐ ExtremeTube.com
- ☐ Spankwire.com
- ☐ Keezmovies.com
- ☐ Thumbzilla.com
- ☐ XTube.com

*If you do not make a selection, you are not a Qualified Claimant.

3. To the best of your ability, please provide (1) the approximate dates (month/year) on which you appeared in an image or video involving Sexually Explicit Conduct, (2) the MindGeek Website the image or video was posted on, and (3) your age(s) at the time each image(s) or video(s) were taken.

If you wish to identify more than three images or videos, please submit information regarding that additional content in a separate document and attach it to your Claim Form submission.

PLEASE NOTE: Eligibility can be determined by the Settlement Administrator based on one or more images or videos. An eligibility determination based on multiple images or videos will not increase a Qualified Claimant's award amount.

Image or Video 1:

Date Posted: _____
MindGeek Website: _____
Date Taken or Recorded: _____
Age when Taken/Recorded: _____

Image or Video 2:

Date Posted: _____
MindGeek Website: _____
Date Taken or Recorded: _____
Age when Taken/Recorded: _____

Image or Video 3:

Date Posted: _____
MindGeek Website: _____
Date Taken or Recorded: _____
Age when Taken/Recorded: _____

4. To the best of your ability, please provide any additional details you can about the image(s) or video(s) that you identified in Question 3 above involving Sexually Explicit Conduct that was taken or recorded when you were under the age of eighteen and posted on the MindGeek Website(s). Details may include, for example, the URL(s) of the image or video or title(s) or username(s) of anyone who uploaded the content. PLEASE DO NOT SUBMIT ANY CSAM IMAGES OR VIDEOS. **This information will be kept confidential, and absent court order, will only be used to determine your eligibility and will not be used to initiate or support a criminal case related to the dissemination of CSAM.**

   If you wish to identify more than three images or videos, please submit information regarding that additional content in a separate document and attach it to your Claim Form submission.

   PLEASE NOTE: Eligibility can be determined by the Settlement Administrator based on one or more images or videos. An eligibility determination based on multiple images or videos will not increase a Qualified Claimant's award amount.

   Image or Video 1:

   Name of Person Who Uploaded: _____
   Username Associated with Upload: _____
   Title: _____
   URL: _____

Other Details: _____

_____

_____

Image or Video 2:

Name of Person Who Uploaded: _____

Username Associated with Upload: _____

Title: _____

URL: _____

Other Details: _____

_____

_____

Image or Video 3:

Name of Person Who Uploaded: _____

Username Associated with Upload: _____

Title: _____

URL: _____

Other Details: _____

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_____

5. Did you or anyone else submit a takedown request to Defendants, or another entity? A "takedown request" is a request, or a report, submitted to Defendants, or another entity, reporting that you were under the age of eighteen when you appeared in an image or video involving Sexually Explicit Conduct that was made available for viewing on any of the MindGeek Websites, or requesting that the image or video be removed from a MindGeek Website. Please note that a "yes" response to this question is not a requirement or a prerequisite to being deemed a Qualified Claimant nor does it guarantee that you will become a Qualified Claimant – we simply wish to provide several ways you can provide proof of your potential eligibility.

☐ Yes ☐ No

If yes, please provide a copy of the request, if available, or details of your takedown request, including, for example, who the takedown request was submitted to, the date it was submitted, etc. PLEASE DO NOT SUBMIT ANY CSAM IMAGES OR VIDEOS.

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6. Did you or anyone else submit a report to law enforcement reporting that you were under the age of eighteen when you appeared in an image or video involving Sexually Explicit Conduct that was made available for viewing on any of the MindGeek Websites? Please note that a "yes" response to this question is not a requirement or a prerequisite to being deemed a Qualified Claimant nor does it guarantee that you will become a Qualified Claimant – we simply wish to provide several ways you can provide proof of your potential eligibility.

☐ Yes ☐ No

If yes, please provide a copy of any report, if available, or details of your law enforcement report, including, for example, the law enforcement agency it was submitted to, the date it was submitted, etc. PLEASE DO NOT SUBMIT ANY CSAM IMAGES OR VIDEOS.

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7. Did you or anyone else submit a report, or communicate to, the National Center for Missing & Exploited Children (NCMEC), such as the CyberTipline, that you were under the age of eighteen when you appeared in a video or image involving Sexually Explicit Conduct that was made available for viewing on any of the MindGeek Websites? Please note that a "yes" response to this question is not a requirement or a prerequisite to being deemed a Qualified Claimant nor does it guarantee that you will become a Qualified Claimant – we simply wish to provide several ways you can provide proof of your potential eligibility.

☐ Yes ☐ No

If yes, please provide a copy of your report or communication to NCMEC, if available, or details of your report or communication to NCMEC, including, for example, the case number generated from a report, the date of the report/communication, the method of communication, etc. PLEASE DO NOT SUBMIT ANY CSAM IMAGES OR VIDEOS.

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8. Did you or anyone else submit a report, or communicate to, a non-profit or another agency, other than NCMEC, that you were under the age of eighteen when you appeared in an image or video involving Sexually Explicit Conduct that was made available for viewing on any of the MindGeek Websites? Please note that a "yes" response to this question is not a requirement or a prerequisite to being deemed a Qualified Claimant – we simply wish to provide several ways you can provide proof of your potential eligibility.

☐ Yes ☐ No

If yes, please provide a copy of the report or communication, if available, or details of your report or communication, including, for example, the name of the non-profit or other agency, the date of the report/communication, the method of communication, etc. PLEASE DO NOT SUBMIT ANY CSAM IMAGES OR VIDEOS.

_____

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9. Did you or anyone else submit a report, or communicate to, a service provider or third party not included in the above questions, that you were under the age of eighteen when you appeared in an image or video involving Sexually Explicit Conduct that was made available for viewing on any of the MindGeek Websites? Examples of service providers or third parties include therapists or medical professionals, and survivor organization. Please note that a "yes" response to this question is not a requirement or a prerequisite to being deemed a Qualified Claimant nor does it guarantee that you will become a Qualified Claimant – we simply wish to provide several ways you can provide proof of your potential eligibility.

☐ Yes ☐ No

If yes, please provide a copy of the report or communication, if available or details of your report or communication, including, for example, the name of the service provider or other agency, the date of the report/communication, the method of communication, etc. PLEASE DO NOT SUBMIT ANY CSAM IMAGES OR VIDEOS.

_____

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_____

E. SUBMISSION TO JURISDICTION OF COURT AND DECLARATION

On behalf of myself and each of my heirs, agents, executors, trustees, administrators, predecessors, successors and assigns, I submit this Claim Form under the terms of the Stipulation of Settlement (the "Settlement Agreement") described in the Notice. I further acknowledge that I am bound by and subject to the terms of any judgment that may be entered in the Actions in the Northern District of Alabama and the Central District of California.

1. I hereby warrant and represent that I have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

2. I hereby warrant and represent that I have included the information requested about my experiences which occurred during the Class Period.

3. I hereby warrant and represent that I appeared in an image or video involving Sexually Explicit Conduct that depicted me when I was under the age of eighteen that has been made available for viewing on one or more MindGeek Websites anytime from February 12, 2011 through December 6, 2024.

4. I declare under penalty of perjury under the laws of the United States of America that all of the foregoing information supplied on this Claim Form by the undersigned is true and correct.

Executed this ___ day of _____, _____ in _____, _____.
(month) (year) (city) (state/country)

_____
(Sign Your Name or Apply Your Electronic Signature Here)

F. ATTORNEY ATTESTATION

If the Claimant is represented by an attorney, this section must be completed and signed by the attorney:

As the attorney for the Claimant in this Claim Form, I attest and declare under penalty of perjury that the filing of this Claim Form is not frivolous, and the information provided in support of this Claim Form is true and correct to the best of my knowledge and belief.

_____
Printed Name

_____
Signature

ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.

THANK YOU FOR YOUR PATIENCE.

G. REMINDER CHECKLIST

1. Type or print using only blue or black ink on the Claim Form. Do not use red pen or highlighter.

2. Submit the Claim Form and attach copies of supporting documentation, if available. You can submit hardcopies via mail, attachments via email, or you can upload online at [TK Settlement Administrator website].

3. Do not send original documents.

4. **Keep a copy of your Claim Form and all supporting documentation for your records.**

5. The Settlement Administrator will acknowledge receipt of your Claim Form by mail or e-mail within 15 business days. Your claim is not deemed submitted until you receive an acknowledgement notice. If you do not receive an acknowledgement notice within 15 business days of submitting your Claim Form, please email the Settlement Administrator at TK or call them at TK.

6. If you move, please send your new address to:
[TK]

DEADLINES REMINDER

You (or counsel, on your behalf) **must mail, email or upload online your completed and signed Claim Form by no later than 11:59PM EDT on TK DATE**. If, after submitting your Claim Form, you determine administrative corrections to your submission are needed, please contact the Settlement Administrator via e-mail at TK, or via mail at TK. The Settlement Administrator will consider such administrative corrections for a 30-day grace period following the submission deadline and may otherwise seek additional information as necessary to evaluate your submission.

MINDGEEK CLASS ACTION SETTLEMENT
CLAIM FORM
FOR NON-UNITED STATES CITIZENS

JANE DOE #1 V. MG FREESITES, LTD, d/b/a "PORNHUB," et al.
C.A. No. 7:21-cv-00220-RDP (N.D. Al.)

JANE DOE V. MINDGEEK USA INC., et al.
C.A. No. 8:21-cv-00338-WLH-ADS (C.D. Cal.)

CLAIM FORM INSTRUCTIONS

****You MUST establish that you are eligible and timely submit a signed Claim Form in order to qualify for any compensation pursuant to this Settlement.**

As a non-United States citizen, the terms of the Settlement require that, in addition to the Claim Form, you review and sign the non-United States citizen release found in Section G of this Claim Form.**

Please Type or Print – Use Blue or Black Ink Only (Do Not Use a Pencil)

A wet signature (i.e., written in ink directly on this form) is not required. Electronic signatures will be accepted. If you sign electronically using a platform such as Adobe Sign or DocuSign, you must include the platform's identity verification record, certificate of completion, or audit trail with your submission. The Settlement Administrator may request additional information to verify your identity.

You may but are not required to have an attorney or advocate help you fill out this Claim Form.

Are you completing this form on behalf of a Class Member? Executors, administrators, guardians, conservators, trustees, and attorneys or others acting in a representative capacity on behalf of a Class Member must complete and sign the applicable Settlement Forms on behalf of persons represented by them and submit evidence of their current authority to act on behalf of that Class Member, including stating their titles or capacities.

ALL INFORMATION PROVIDED IN THIS FORM WILL BE KEPT STRICTLY CONFIDENTIAL

By submitting a Claim Form, Class Member, individually or through their representative, represents that they appeared in an image or video involving Sexually Explicit Conduct[1] depicting the Class Member when they were under the age of eighteen and the image or video was made available for viewing on websites owned or operated by Defendants ("MindGeek Websites") at any time from February 12, 2011 through December 6, 2024. MindGeek Websites include but are not limited to:

Pornhub.com, Pornhubpremium.com, Redtube.com, Redtubepremium.com, YouPorn.com, YouPornpremium.com, Tube8.com, Mofosex.com, ExtremeTube.com, Spankwire.com, Keezmovies.com, Thumbzilla.com, and XTube.com

[1] "Sexually Explicit Conduct" means any actual or simulated sexual act, including but not limited to: sexual intercourse, including genital-genital, oral-genital, anal-genital, or oral-anal contact; bestiality; masturbation or any other stimulation of genitals or anus; sadistic or masochistic abuse; or lascivious exhibition of the breast(s), anus, genitals, or pubic area of any person.

NOTE: **PLEASE DO NOT SUBMIT ANY IMAGES OR VIDEOS CONTAINING CHILD SEX ABUSE MATERIAL (CSAM) IN SUPPORT OF YOUR CLAIM**. CSAM is an image or video that depicts anyone under 18 years old engaging in Sexually Explicit Conduct.

YOU MUST SUBMIT YOUR COMPLETED CLAIM FORM, AND ANY OTHER DOCUMENTS, TO THE SETTLEMENT ADMINISTRATOR, USING ONE OF THE FOLLOWING METHODS:

The Class Website: [TK]

By Email Attachment: [TK]

By Mail: MindGeek Class Action Settlement Administrator
P.O. Box 361930
Hoover, Alabama 35236-1930

You can submit your Claim Form electronically via the Class Website or by Email. Please note that no electronic files will be considered to have been properly submitted unless the Settlement Administrator sends you a written acknowledgement of receipt and acceptance of electronically submitted data by email. The Settlement Administrator will send an acknowledgement of receipt within 15 business days of each submission.

A. CLASS MEMBER IDENTIFICATION

Claimant Name: _____
Enter name exactly as you would like it to appear on a payment

Taxpayer Identification No.: _____
Social Security Number, Taxpayer ID, or Foreign ID Number (if residing abroad)

Date of Birth: _____
Format = Month/Day/Year

Telephone No. (including area code):

Daytime: _____ **Evening:** _____

Email Address: _____

Street Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Foreign Province: _____

Foreign Postal Code: _____

Foreign Country: _____

B. AUTHORIZED PERSONAL REPRESENTATIVE INFORMATION

If you are an attorney submitting this Claim Form on behalf of a Class Member client, or if you are otherwise submitting this Claim Form on behalf of a minor, an incapacitated individual, or an estate as a personal representative, you must complete this section.

Attorney or Representative's First and Last Name: _____
(First Name) (Last Name)

Relationship to Class Member: _____

Class Member is (check whichever applies, if any):

☐ A Minor ☐ Incapacitated ☐ Deceased

If the Class Member is a minor (a person under the age of eighteen), incapacitated, or deceased, please provide the below documentation establishing your authority to submit this Claim Form on their behalf:

- **If the Class Member is a minor** – Please provide a copy of the Class Member's birth certificate identifying you as the parent or guardian, or similar documentation showing your authority to file on their behalf. If you are not identified on the birth certificate, please provide a power of attorney or court order naming you as guardian.
- **If the Class Member is incapacitated** – Please provide a power of attorney or court order naming you as conservator or guardian.
- **If the Class Member is deceased** – Please provide the following documentation establishing you are the representative for the deceased Class Member's estate:
  - Death certificate of the deceased individual; and
  - Documents showing that you are the individual authorized to submit a petition on behalf of an eligible deceased Class Member. Acceptable documentation for estates may include a copy of the will or a Court Order/Letters Testamentary naming you as a personal representative, administrator, executor or executrix, or the sole beneficiary.

C. COMMUNICATION PREFERENCES

How would you prefer we communicate with you? (check all that apply)

☐ Mail ☐ Email ☐ Phone

If the Settlement Administrator needs to call you, do they have permission to call and leave a voicemail? (check your response) By marking "Yes" below, and signing this form, you are providing prior express written consent to receive calls about this Settlement from the Settlement Administrator (Gentle, Turner, & Benson, LLC) at the telephone number(s) you submit in this form. You confirm that you are the user of any telephone number submitted in this form.

☐ Yes ☐ No

D. PROOF OF CLAIM ELIGIBILITY

To the best of your ability, please answer all of the following questions, and if needed, provide any supporting documents. Supporting documents can be submitted via the Class Website, email, or mail.

1. Did you appear in an image or video involving Sexually Explicit Conduct that was taken or recorded when you were under the age of eighteen that has been made available for viewing on any website owned or operated by Defendants ("MindGeek Websites") anytime from **February 12, 2011** through **December 6, 2024**? Please note that this also includes images or videos involving Sexually Explicit Conduct that were taken or recorded when you were under eighteen but that were made available for viewing on any of the MindGeek Websites when you were over eighteen.

   ☐ Yes ☐ No

   * If you select No, you are not a Qualified Claimant.

2. To the best of your ability, please identify each MindGeek Website in which you appeared in a CSAM images(s) or video(s), which is an image or video involving Sexually Explicit Conduct that was taken or recorded when you were under the age of eighteen. (check all that apply)

   ☐ Pornhub.com
   ☐ Pornhubpremium.com
   ☐ Redtube.com
   ☐ Redtubepremium.com
   ☐ YouPorn.com
   ☐ YouPornpremium.com
   ☐ Tube8.com
   ☐ Mofosex.com
   ☐ ExtremeTube.com
   ☐ Spankwire.com
   ☐ Keezmovies.com
   ☐ Thumbzilla.com
   ☐ XTube.com

*If you do not make a selection, you are not a Qualified Claimant.

3. To the best of your ability, please provide (1) the approximate dates (month/year) on which you appeared in an image or video involving Sexually Explicit Conduct, (2) the MindGeek Website the image or video was posted on, and (3) your age(s) at the time each image(s) or video(s) were taken.

If you wish to identify more than three images or videos, please submit information regarding that additional content in a separate document and attach it to your Claim Form submission.

PLEASE NOTE: Eligibility can be determined by the Settlement Administrator based on one or more images or videos. An eligibility determination based on multiple images or videos will not increase a Qualified Claimant's award amount.

Image or Video 1:

Date Posted: _____
MindGeek Website: _____
Date Taken or Recorded: _____
Age when Taken/Recorded: _____

Image or Video 2:

Date Posted: _____
MindGeek Website: _____
Date Taken or Recorded: _____
Age when Taken/Recorded: _____

Image or Video 3:

Date Posted: _____
MindGeek Website: _____
Date Taken or Recorded: _____
Age when Taken/Recorded: _____

4. To the best of your ability, please provide any additional details you can about the image(s) or video(s) that you identified in Question 3 above involving Sexually Explicit Conduct that was taken or recorded when you were under the age of eighteen and posted on the MindGeek Website(s). Details may include, for example, the URL(s) of the image or video or title(s) or username(s) of anyone who uploaded the content. PLEASE DO NOT SUBMIT ANY CSAM IMAGES OR VIDEOS. **This information will be kept confidential, and absent court order, will only be used to determine your eligibility and will not be used to initiate or support a criminal case related to the dissemination of CSAM.**

   If you wish to identify more than three images or videos, please submit information regarding that additional content in a separate document and attach it to your Claim Form submission.

   PLEASE NOTE: Eligibility can be determined by the Settlement Administrator based on one or more images or videos. An eligibility determination based on multiple images or videos will not increase a Qualified Claimant's award amount.

   Image or Video 1:

   Name of Person Who Uploaded: _____
   Username Associated with Upload: _____
   Title: _____
   URL: _____

Other Details: _____

_____

_____

Image or Video 2:

Name of Person Who Uploaded: _____

Username Associated with Upload: _____

Title: _____

URL: _____

Other Details: _____

_____

_____

Image or Video 3:

Name of Person Who Uploaded: _____

Username Associated with Upload: _____

Title: _____

URL: _____

Other Details: _____

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5. Did you or anyone else submit a takedown request to Defendants, or another entity? A "takedown request" is a request, or a report, submitted to Defendants, or another entity, reporting that you were under the age of eighteen when you appeared in an image or video involving Sexually Explicit Conduct that was made available for viewing on any of the MindGeek Websites, or requesting that the image or video be removed from a MindGeek Website. Please note that a "yes" response to this question is not a requirement or a prerequisite to being deemed a Qualified Claimant nor does it guarantee that you will become a Qualified Claimant – we simply wish to provide several ways you can provide proof of your potential eligibility.

☐ Yes ☐ No

If yes, please provide a copy of the request, if available, or details of your takedown request, including, for example, who the takedown request was submitted to, the date it was submitted, etc. PLEASE DO NOT SUBMIT ANY CSAM IMAGES OR VIDEOS.

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6. Did you or anyone else submit a report to law enforcement reporting that you were under the age of eighteen when you appeared in an image or video involving Sexually Explicit Conduct that was made available for viewing on any of the MindGeek Websites? Please note that a "yes" response to this question is not a requirement or a prerequisite to being deemed a Qualified Claimant nor does it guarantee that you will become a Qualified Claimant – we simply wish to provide several ways you can provide proof of your potential eligibility.

☐ Yes ☐ No

If yes, please provide a copy of any report, if available, or details of your law enforcement report, including, for example, the law enforcement agency it was submitted to, the date it was submitted, etc. PLEASE DO NOT SUBMIT ANY CSAM IMAGES OR VIDEOS.

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7. Did you or anyone else submit a report, or communicate to, the National Center for Missing & Exploited Children (NCMEC), such as the CyberTipline, that you were under the age of eighteen when you appeared in a video or image involving Sexually Explicit Conduct that was made available for viewing on any of the MindGeek Websites? Please note that a "yes" response to this question is not a requirement or a prerequisite to being deemed a Qualified Claimant nor does it guarantee that you will become a Qualified Claimant – we simply wish to provide several ways you can provide proof of your potential eligibility.

☐ Yes ☐ No

If yes, please provide a copy of your report or communication to NCMEC, if available, or details of your report or communication to NCMEC, including, for example, the case number generated from a report, the date of the report/communication, the method of communication, etc. PLEASE DO NOT SUBMIT ANY CSAM IMAGES OR VIDEOS.

_____

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8. Did you or anyone else submit a report, or communicate to, a non-profit or another agency, other than NCMEC, that you were under the age of eighteen when you appeared in an image or video involving Sexually Explicit Conduct that was made available for viewing on any of the MindGeek Websites? Please note that a "yes" response to this question is not a requirement or a prerequisite to being deemed a Qualified Claimant – we simply wish to provide several ways you can provide proof of your potential eligibility.

☐ Yes ☐ No

If yes, please provide a copy of the report or communication, if available, or details of your report or communication, including, for example, the name of the non-profit or other agency, the date of the report/communication, the method of communication, etc. PLEASE DO NOT SUBMIT ANY CSAM IMAGES OR VIDEOS.

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9. Did you or anyone else submit a report, or communicate to, a service provider or third party not included in the above questions, that you were under the age of eighteen when you appeared in an image or video involving Sexually Explicit Conduct that was made available for viewing on any of the MindGeek Websites? Examples of service providers or third parties include therapists or medical professionals, and survivor organization. Please note that a "yes" response to this question is not a requirement or a prerequisite to being deemed a Qualified Claimant nor does it guarantee that you will become a Qualified Claimant – we simply wish to provide several ways you can provide proof of your potential eligibility.

☐ Yes ☐ No

If yes, please provide a copy of the report or communication, if available or details of your report or communication, including, for example, the name of the service provider or other agency, the date of the report/communication, the method of communication, etc. PLEASE DO NOT SUBMIT ANY CSAM IMAGES OR VIDEOS.

_____

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E. SUBMISSION TO JURISDICTION OF COURT AND DECLARATION

On behalf of myself and each of my heirs, agents, executors, trustees, administrators, predecessors, successors and assigns, I submit this Claim Form under the terms of the Stipulation of Settlement (the "Settlement Agreement") described in the Notice. I further acknowledge that I am bound by and subject to the terms of any judgment that may be entered in the Actions in the Northern District of Alabama and the Central District of California.

1. I hereby warrant and represent that I have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

2. I hereby warrant and represent that I have included the information requested about my experiences which occurred during the Class Period.

3. I hereby warrant and represent that I appeared in an image or video involving Sexually Explicit Conduct that depicted me when I was under the age of eighteen that has been made available for viewing on one or more MindGeek Websites anytime from February 12, 2011 through December 6, 2024.

4. I declare under penalty of perjury under the laws of the United States of America that all of the foregoing information supplied on this Claim Form by the undersigned is true and correct.

Executed this ___ day of _____, _____ in _____, _____.
(month) (year) (city) (state/country)

_____
(Sign Your Name or Apply Your Electronic Signature Here)

F. ATTORNEY ATTESTATION

If the Claimant is represented by an attorney, this section must be completed and signed by the attorney:

As the attorney for the Claimant in this Claim Form, I attest and declare under penalty of perjury that the filing of this Claim Form is not frivolous, and the information provided in support of this Claim Form is true and correct to the best of my knowledge and belief.

_____
Printed Name

_____
Signature

G. NON-UNITED STATES CITIZEN RELEASE

As a non-United States citizen, the terms of the Settlement require you review and sign the below release.

1. Upon the Settlement Effective Date, I acknowledge full and complete satisfaction of, and fully, finally, and forever settle, release, and discharge from the Released Claims all "Releasees," as set forth fully in § 4.1 of the Stipulation of Settlement.

2. "Releasees" means Defendants and all their respective or individual, direct and indirect, past, present and future parents, holding companies, subsidiaries, corporate affiliates (any entity that directly or indirectly controls, is controlled by, or is under common control with another entity), divisions, joint ventures, predecessors, successors, reorganized successors, spin-offs, assigns, and each of their respective past, present and future principals, directors, officers, managers, shareholders, members, partners, employees, representatives, agents, attorneys, insurers, and reinsurers and all of their respective heirs, executors, administrators, predecessors, successors, assigns, and persons acting through, under or in concert with them, individually, jointly, and severally.

3. "Releasing Parties" means Plaintiffs and the Class. Releasing Parties does not include any Person who would otherwise be a Class Member but who properly excluded themselves by filing a valid and timely Opt-Out Form.

4. Upon the Settlement Effective Date, Plaintiffs and the Class (the **"Releasing Parties"**) shall release as against Defendants, and all their respective or individual, direct and indirect, past, present and future parents, holding companies, subsidiaries, corporate affiliates (any entity that directly or indirectly controls, is controlled by, or is under common control with another entity), divisions, joint ventures, predecessors, successors, reorganized successors, spin-offs, assigns, and each of their respective past, present and future principals, directors, officers, managers, shareholders, members, partners, employees, representatives, agents, attorneys, insurers, and reinsurers and all of their respective heirs, executors, administrators, predecessors, successors, assigns, and persons acting through, under or in concert with them, individually, jointly, and severally (the **"Releasees"**), any and all claims, whether past or present, mature or not yet mature, known or unknown, suspected or unsuspected, contingent or noncontingent, whether based on federal, state, or local law, statute, ordinance, regulation, code, contract, common law, or any other source, that Plaintiffs or any other member of the Class (a) asserted in the Actions, or (b) may ever have that arise out of or are based upon the acts, facts, statements, or omissions involved, set forth or referred to in the Actions (the **"Released Claims"**). For the avoidance of doubt, nothing in this Release shall be construed as a release, waiver, or discharge of any claims, rights, demands, or causes of action arising out of or relating to any acts, omissions, events, or conduct occurring after the last opt out deadline, which was December 6, 2024. This Release applies solely to claims arising from acts, omissions, events, or conduct that occurred on or prior to December 6, 2024, and the Parties expressly reserve all rights with respect to any matters arising from post-December 6, 2024 conduct. For clarity, all such claims against third-party platforms, Models, Content Partners, advertisers, sponsors, advertising networks, and any other non-Defendant persons or entities are fully preserved unless such persons or entities are named Defendants or are wholly owned subsidiaries of a named Defendant. Upon the Settlement Effective Date, Defendants, their affiliates, officers, directors, and employees shall release Plaintiffs, all other members of the Class, and their Counsel from any claims related to the institution, prosecution, and settlement of these Actions. Each

member of the settlement Class, except those who opt out, regardless of whether that member submitted a timely claim or receives any payment from the Settlement Fund, shall be bound by this release.

5. In addition, Class Members expressly waive, to the fullest extent permitted by law: (i) the provisions, rights, and benefits conferred by Section 1542 of the California Civil Code; and (ii) any law of any foreign state, state of the United States, federal law, or principle of common law which is similar, comparable, or equivalent to Section 1542 of the California Civil Code. Section 1542 of the California Civil Code provides:

   A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

6. I hereby warrant and represent that I have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part of portion thereof.

7. I hereby warrant and represent that I have included the information requested about my experiences which occurred during the Class Period.

8. I declare under penalty of perjury under the laws of the United States of America that all of the foregoing information supplied on this Release by the undersigned is true and correct.

Executed this ___ day of _____, _____ in _____, _____.
(month) (year) (city) (state/country)

_____
(Sign Your Name or Apply Your Electronic Signature Here)

ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.

THANK YOU FOR YOUR PATIENCE.

H. REMINDER CHECKLIST

1. Type or print using only blue or black ink on the Claim Form. Do not use red pen or highlighter.

2. Submit the Claim Form and attach copies of supporting documentation, if available. You can submit hardcopies via mail, attachments via email, or you can upload online at [TK Settlement Administrator website].

3. Do not send original documents.

4. **Keep a copy of your Claim Form and all supporting documentation for your records.**

5. The Settlement Administrator will acknowledge receipt of your Claim Form by mail or e-mail within 15 business days. Your claim is not deemed submitted until you receive an acknowledgement notice. If you do not receive an acknowledgement notice within 15 business days of submitting your Claim Form, please email the Settlement Administrator at TK or call them at TK.

6. If you move, please send your new address to:

[TK]

DEADLINES REMINDER

You (or counsel, on your behalf) **must mail, email or upload online your completed and signed Claim Form by no later than 11:59PM EDT on TK DATE**. If, after submitting your Claim Form, you determine administrative corrections to your submission are needed, please contact the Settlement Administrator via e-mail at TK, or via mail at TK. The Settlement Administrator will consider such administrative corrections for a 30-day grace period following the submission deadline and may otherwise seek additional information as necessary to evaluate your submission.

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

WESTERN DIVISION

JANE DOE on behalf of herself and all others similarly situated,

Plaintiff,

v.

MINDGEEK USA INCORPORATED, MINDGEEK S.A.R.L., MG FREESITES, LTD (D/B/A PORNHUB), MG FREESITES II, LTD, MG CONTENT RT LIMITED, AND 9219-1568 QUEBEC, INC. (D/B/A MINDGEEK),

Defendants.

Case No. 8:21-cv-00338-WLH-ADS

Hon. Wesley L. Hsu

CLASS ACTION

DECLARATION OF RANDI S. ELLIS IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

DECLARATION OF RANDI S. ELLIS

I, Randi S. Ellis, declare as follows:

1. I am over eighteen years of age and have personal knowledge of the facts set forth in this declaration and could and would testify competently to them. I submit this declaration in support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement.

2. I am filing this declaration in my capacity as mediator in the above-captioned action (the "California Action") as well as in *Jane Doe #1 v. MG Freesites, Ltd, D/B/A "Pornhub", et al.*, Case No. 7:21-cv-00220-RDP (N.D. Ala.) (the "Alabama Action") (collectively, the "Actions").

3. I currently serve as a mediator and settlement consulting attorney with Randi S. Ellis, LLC. I am an attorney admitted to the bars of Louisiana and Texas who specializes in assisting parties in resolving complex civil disputes.

4. I have been appointed by federal and state courts as a Special Master, Settlement Master, Mediator, or Neutral to facilitate settlements and then oversee settlements through the distribution of proceeds until final dismissal. When the courts are not involved in the selection, I have been selected by agreement of all participants.

5. Early in my career, I clerked for the Honorable Christine Noland of the U.S. District Court for the Middle District of Louisiana and for the Honorable William Morvant of the Nineteenth Judicial District Court of Louisiana. I also served as an attorney for the Louisiana Legislature Civil Law Committee. I worked in private practice for over 12 years before opening my own firm in 2016.

6. I earned my Bachelor's Degree in Arts & Sciences in 1994 and obtained my law degree from Louisiana State University in 1997. I also attended the Harvard Law School Program on Negotiation.

7. I have successfully mediated numerous complex cases, attached hereto in my curriculum vitae.

8. The mediation process in connection with the California Action and the Alabama Action was hard fought on all sides. The Settlement is the product of protracted arm's-length negotiations among Plaintiffs and Defendants (collectively, the "Parties").

9. I was initially selected by the parties in the Alabama Action in the Fall of 2022 for an in-person mediation that took place on September 20, 2022, and those discussions with the Alabama parties continued until December of 2022. I resumed mediation discussions with the Alabama parties in May of 2023 and held a mediation by Zoom on May 17, 2023.

10. The parties in the California Action joined the mediation discussions at the end of 2024. I held multiple telephonic and videoconference sessions in the last few months of 2024 with the Parties in both the California and Alabama Actions. The Parties exchanged offers in December 2024.

11. I oversaw in-person mediation sessions between the Parties on July 8-9, 2025, and August 27, 2025. The Honorable R. David Proctor of the United States District Court for the Northern District of Alabama and I oversaw in-person mediation sessions between the Parties on April 20-21, 2026, and May 11, 2026, as well as several other sessions that were held by videoconferences, teleconferences, emails, and written submissions by the Parties.

12. Between July 2025 and May 2026, at the direction of Judge Proctor, I continued to facilitate the communication and analysis of information provided by Defendants to allow the Plaintiffs to evaluate their settlement options. This included information concerning Defendants' financial condition and information relevant to potential injunctive relief. I also facilitated communications concerning non-financial settlement terms that were being negotiated during that interval.

13. After the most recent in-person mediation session on May 11, 2026, the Parties continued to negotiate with my assistance until the Term Sheet was signed by

all Parties on June 17, 2026. The Parties prepared and negotiated a Stipulation of Settlement formalizing the Term Sheet, which was executed on July 17, 2026.

14. During and before the mediation sessions, I reviewed pleadings and exhibits filed in the California and Alabama cases, discovery from the California and Alabama cases, case law pertaining to these cases, financial and economic information submitted in connection with the mediation, and numerous other materials provided by the Parties.

15. While I am bound by confidentiality regarding the content of the Parties' discussions and negotiations, I can say that the arguments and positions asserted by Plaintiffs and Defendants during each mediation session were the product of detailed analysis and hard work, that they involved consideration of complex issues, and that, while professional, these discussions were highly adversarial. Nothing in this declaration is intended to waive any applicable mediation privilege or confidentiality protections.

16. Under my supervision, the Parties spent a significant amount of time negotiating the form and timing of any settlement, including both the monetary terms and the injunctive relief that was eventually agreed upon in the form of Appendix A to the Stipulation of Settlement. The Parties also engaged in vigorous, heavily disputed negotiations over the scope of any release. These discussions were highly contested, with each side vigorously advocating for its respective position.

17. As a culmination of these negotiations, the Parties were able to reach a non-reversionary monetary settlement of $120,000,000 paid into a settlement fund in installment payments. Defendants further agreed to extensive injunctive relief as set forth in Appendix A.

18. With the understanding that every aspect of the final approval of this Settlement is committed to the sound discretion of the trial court, after presiding over the mediation process concerning these Actions, it is my professional opinion that the Settlement is fair and reasonable and is the product of vigorous and independent

advocacy and of arm's-length negotiations conducted in good faith by the Parties. It is my professional opinion that this Settlement represents an excellent result for the Class.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on August 13, 2026, in Houston, Texas.

Randi S. Ellis

Randi S. Ellis

Randi S. Ellis
Randi S. Ellis, LLC
5757 Indian Circle
Houston, Texas 77057
randi@randiellis.com **(225) 803-1413**

Randi holds both a bachelor's degree in arts and sciences (1994) and a law degree (1997) from Louisiana State University. She completed the Harvard Law School Program on Negotiation. Before going into private practice, Randi clerked for the Honorable Christine Noland of the U.S. District Court for the Middle District of Louisiana and for the Honorable William Morvant of the Nineteenth Judicial District Court of Louisiana. She also served as an attorney for the Louisiana Legislature Civil Law Committee. Randi worked in private practice for over 12 years before opening her own firm in 2016.

Arbiter, Future Claims Representative, Mediation, Special Master and Trustee

- Appointed by many Courts and selected by the parties to serve as Special Master, Settlement Master, Arbitrator, Neutral, Facilitator, Guardian ad Litem, and Mediator in Multidistrict Litigation, federal, and state cases throughout the United States

- Appointed Future Claims Representative for *In re: LTL Management LLC*, Case Nos.: 21-30589 and 23-12825, *In re: Red River Talc LLC*, Case No. 24-90505, and *In re: Kidde-Fenwal, Inc.*, Case No. 23-10638

- Appointed Trustee for the trusts created for the MDL Contingency Fee Fund and Common Benefit Fund for *In re: National Prescription Opiate Litigation, MDL No. 3004* (N.D. Oh. J.P.M.L)

- Served as Special Master in matters involving:

    - Allocating settlement funds to class and mass action claimants (including development and implementation of methodology)
    - Report and Recommendations to the Court on various assignments
    - Final and non-appealable rulings on matters agreed to by the parties
    - Case management from the beginning of the matter through the end or single issue for resolution
    - Pretrial discovery, including resolution of privilege issues
    - Reviewing reasonableness of attorneys' fees and expenses (including resolution of Common Benefit Fund issues)
    - Pharmaceutical drugs and devices, personal injury, physical, mental, or sexual abuse, and property damage class and mass actions

- Appointed to serve as attorney chair for medical malpractice cases by plaintiffs and defendants (presided over more than 250 cases)

Professional Licenses

Admitted to Bar: Louisiana, 1997; Texas, 2021

Harvard Law School Program on Negotiation

Randi S. Ellis's Future Claims Representative, Special Master, Mediation, and Settlement Allocation Assignments

Future Claims Representative

- *In re: Red River Talc LLC*, Case No. 24-90505, United States Bankruptcy Court, Southern District of Texas, Houston Division, Court-Appointed to serve as Future Talc Claims Representative to represent the interests of, appear and act on behalf of, and be a fiduciary to Future Talc Claimants to protect their rights and interests

- *In re: Kidde-Fenwal, Inc.*, Case No. 23-10638, United States Bankruptcy Court, District of Delaware, Court-Appointed and agreed to by all parties to serve as Future Talc Claims Representative to represent the interests of, appear and act on behalf of, and be a fiduciary to future tort claimants

- *In re: LTL Management LLC*, Case Nos.: 21-30589 and 23-12825, United States Bankruptcy Court, District of New Jersey. Court-Appointed and agreed to by all parties to serve as Future Talc Claims Representative to represent the interests of, appear and act on behalf of, and be a fiduciary to Future Talc Claimants to protect their rights and interests

Multidistrict Litigation

- *In re: Recalled Abbott Infant Formula Products Liability Litigation,* MDL no. 3037 (N.D. Ill. J.P.M.L.) Court-Appointed Settlement Master for mediation and allocation concerning products liability claims alleging injuries related to ingestion of contaminated infant formula

- *In re: Acetaminophen - ASD-ADHD Products Liability Litigation*, MDL no. 3043 (S.D. NY) Court-Appointed Special Master to oversee census data and collection of claims information concerning products liability claims alleging ASD and ADHD as to children born after mother ingested acetaminophen during pregnancy

- *In re: Paraquat Products Liability Litigation*, MDL No. 3004 (S.D. Ill J.P.M.L.) Court-Appointed Special Master to establish discovery protocols and schedule, maintain a database for claims in the MDL and state courts, propose methodology for selection of trial cases, and establish a framework for submission of common benefit time and expenses pertaining to litigation concerning injuries caused by exposure to the herbicide paraquat

- *In re: 3M Combat Arms Earplug Products Liability Litigation*, MDL no. 2885 (N.D. Fl. J.P.M.L.) Court-Appointed Special Master for mediating settlement concerning the use of Combat Arms Version 2 earplugs

- *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Oh. J.P.M.L.) Court-Appointed arbiter to a Fee Panel to oversee a process for allocation and distribution of the MDL Contingency Fee Fund and the Common Benefit Fund consistent with the terms of the Settlement Agreements between certain parties for fees and expenses incurred in furtherance of the opioid litigation, and serve as Trustee to the Trust created for this Fund

- *In re: Roundup Products Liability Litigation*, MDL No. 2741 (N.D. Ca. J.P.M.L.) Special Master selected by the parties for allocation concerning products liability claims alleging Non-Hodgkin Lymphoma after exposure to glyphosate-based herbicides

- *In re: Testosterone Replacement Therapy Litigation*, MDL No. 2545 (N.D. Ill. J.P.M.L.) Court-Appointed Settlement Master for mediation and allocation concerning products liability claims alleging arterial cardiovascular injuries or injuries related to blood clots in the veins as a result of taking prescription testosterone replacement therapy drugs

- *In re: Cook Medical, Inc., IVC Filters Marketing, Sales Practices and Products Liability Litigation*, MDL No. 2570 (S.D. Id. J.P.M.L.) Special Master selected by the parties for allocation concerning products liability claims alleging injuries after IVC filter was placed in the inferior vena cava to catch blood clots

- I*n re: Sorin 3T Heater-Cooler System Products Liability Litigation*, MDL 2816 (M.D. Pa. J.P.M.L.) Court-Appointed Settlement Master for allocation of personal injury claims alleging serious infections and deaths following invasive surgeries

- *In re: Pradaxa (Dabigatran Etexilate) Products Liability Litigation,* MDL No. 2385 (S.D. Ill. J.P.M.L.) Court-Appointed Special Master for mediation and allocation; allocated $650 million settlement fund to claimants alleging injuries related to anticoagulant pharmaceutical use; mediated and allocated MDL Common Benefit Fees and Expenses; Mediator and allocated state court settlements for CT and CA

- *In re: Coloplast Corp. Pelvic Support Systems Products Liability Litigation (Vaginal Mesh)*, MDL No. 2387 (S.D. W.Va. J.P.M.L.) Mediator concerning products liability claims arising out of vaginal mesh use; Court-Appointed Special Master to allocate aggregate settlement funds for claims against American Medical Services, Boston Scientific, CR Bard, Covidien, Ethicon, and Mentor

- *In re: DePuy Orthopaedics Inc. ASR Hip Implant Products Liability Litigation*, MDL 2197 (N.D. Oh. J.P.M.L.) Special Master selected by the parties for allocation concerning products liability claims alleging injuries after being implanted with ASR hip device

- *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010*, MDL No. 2179 (E.D. La. J.P.M.L.) Court-Appointed Mediator for personal injury claims; appointed Court-Designated Neutral for resolution of various matters; developed

methodology for allocating $2.3 billion settlement fund to thousands of Gulf of Mexico seafood harvesters who alleged economic damage as a result of the BP oil rig disaster

- *In re: Yasmin and Yaz (Drosporenone) Marketing, Sales Practices and Products Litigation*, MDL No. 2100 (S.D. Ill. J.P.M.L.) Court-Appointed Mediator and Special Master concerning products liability claims arising out of contraceptive use

- *In re: Chinese-Manufactured Drywall Products Liability Litigation*, MDL No. 2047 (E.D. La. J.P.M.L.) Court-Appointed Mediator; secured commitments from more than 600 defendants to global settlement; assisted Special Master with allocation responsibilities for $1.1 billion in settlement for case in which homeowners alleged defendants were responsible for installation of defective drywall

- *In re FEMA Trailer Formaldehyde Products Liability Litigation*, MDL No. 1873 (E.D. La. J.P.M.L.) Deputy Special Master in federal Multidistrict Litigation case to allocate multiple settlement funds to several thousand claimants who alleged chemical exposure while occupying temporary housing after Hurricane Katrina

- *In re Denture Products Liability Litigation*, MDL No. 2051 (S.D. Fla. J.P.M.L.) selected by group of settling products liability plaintiffs to allocate aggregate settlement fund

Other Federal Court Litigation

- *In re: Aearo Technologies LLC, et al.*, Case No. 22-02890 (S.D. In.) Court-Appointed Mediator for the Chapter 11 proceedings related to use of Combat Arms Version 2 earplugs and use of 3M respirators

- *In re: Essure Birth Control Devise Products Liability Litigation*, E.D. Pa. and Ca. state court, Special Master selected by the parties for allocation concerning side effects of coils causing women to experience complications after implantation the birth control device

- *Mass Depakote Litigation*, 12-cv-52, etc. (S.D. Ill.) Court-Appointed Mediator and Special Master for settlement and allocation of claims alleging birth defects arising out of pharmaceutical use

- *Hale, et al. v. State Farm Mutual Automobile Insurance Company, et al*., 3:12-cv-660 (S.D. Ill.) Court-Appointed Mediator in class action alleging violations of the Racketeer Influenced Corrupt Organizations Act ("RICO") and deprivation of an impartial forum

- *Suchanek, et al. v. Strum Foods, Inc. et al*., 3:11-cv-565 (S.D. Ill.) Court-Appointed Mediator to resolve and allocate attorney fee dispute in class action settlement alleging

consumer fraud and unjust enrichment

- *Medtronic Infuse Litigation* (multiple jurisdictions) Mediator for products liability claims arising out of bone graft product use; as well as Court-Appointed Special Master for allocation of aggregate settlement fund

- *McClurg et al v. Mallinckrodt, Inc. et al.*, 4:12-cv-00361 (E.D. Mo.) Court-Appointed Mediator and Special Master for settlement and allocation for consolidated actions seeking damages for injuries allegedly sustained as a result of multiple decades of exposure to hazardous, toxic, and radioactive substances

- *In re: Just For Men® Mass Tort Litigation*, 3:16-cv-00638 (S.D. Ill.) Court-Appointed Mediator Facilitator and Special Master for settlement and allocation for mass action involving claimants alleging adverse reactions and personal injuries suffered from product use

- *St. Jude Medical Spinal Cord Stimulator Products* (multiple jurisdictions) Mediator and Allocation Neutral for claims arising out of the use of spinal cord stimulator systems

- *In re: Swift Energy Company, et al.,* 13-05552 (E.D. La.) Mediator and Settlement Administrator for claims alleging property damage from oil release to oyster leases

- *Avandia Deceptive Marketing Litigation* (multiple jurisdictions) Mediator for products liability claims by certain attorneys general arising out of allegations of deceptive marketing of diabetes pharmaceutical

- *Ian Pollard, et al. v. Remington Arms Co., et al*., 4:13-00086 (W.D. Mo.) Mediator for products liability claims arising out of gun use

- *Jeff Simmons, et al. v. Sabine River Authority of Louisiana, et al*., 2:11-cv-00588 (W.D. La.) Special Master for allocation of class settlement funds to claimants who alleged that they had suffered flood damages due to the opening of a nearby dam

- *John Burford, et al. v. Cargill, Inc*., 05-0283 (W.D. La.) assisted Special Master to disburse nationwide class settlement funds to thousands of farmers in 47 states who used allegedly defective dairy feed product

State Court Litigation

- *Risperdal and Invega Product Liability Cases* (Pa. and Ca.) Mediator and Special Master for settlement and allocation of actions pending in state courts alleging personal injury arising out of pharmaceutical use

- *Paul Thompson, et al. v. Williams Companies, Inc*. and *Bailey, et al v. Williams Olefins, LLC, et al*., 72,701 (La. 18th J.D.C.) Mediator and Court Appointed Special Master for settlement and allocations for claims arising out of personal injuries from plant explosion

- *Noretta Thomas, et al. v. A. Wilbert & Sons, L.L.C., et al*., 55,127 (La. 18th J.D.C.) Special Master for allocation of class settlement funds to several thousands of residents of and visitors to trailer park in settlement with trailer park owner for ground water contamination claims; Court-Appointed Special Master to allocate attorneys' fees; Court-Appointed Special Master to allocate class settlement funds to several thousand landowners in settlement with chemical plant owner for chemical pollution claims

- *Toussaint Battley, Sr., et al. v. Pointe Coupee Parish Police Jury, et al.,* 41,792 (La. 18th J.D.C.) Special Master for allocation of class settlement funds to property owners damaged by flood

- *Carey C. Abbott, et al v. Waste Management, Inc., et al.,* 87,182 (La. 21st J.D.C.) Special Master for allocation of settlement funds to residents affected by environmental contamination

- *Mark S. Creech, et al. v. Acadian Ambulance Service, Inc.*, 61,236 (La. 18th J.D.C.) Court-Appointed Special Master for allocation of settlement funds to insurance policyholders in class action requesting payment reimbursement

- *Keisha Desselle, et al. v. Acadian Ambulance Service, Inc.*, 2010-5885 (La. 12th J.D.C.) Court-Appointed Special Master for allocation of settlement funds to insurance policyholders in class action requesting payment reimbursement

- *Rita H. Holzenthal, et al. v. Sewerage & Water Board of New Orleans*, 2001-16969 (La. C.D.C.) assisted Special Master to allocate settlement to persons allegedly affected by New Orleans Sewerage and Water Board project

- *Kristen M. Rhodes v. BG Estate Servs., Inc*., et al., 2001-18355 (La. C.D.C.) assisted Special Master to allocate class settlement funds to persons allegedly affected by mold exposure

- *Arthur Schexnayder, Jr., et al. v. Entergy Louisiana, Inc., et al*., 28,907 (La. 23rd J.D.C.) assisted Special Master to allocate of class settlement funds to property owners in more than 20 parishes against utility company for alleged trespass claims

- *Ivan Guidry, et al. v. City of Denham Springs*, 28,907 (La. 21st J.D.C.) assisted Court-Appointed Arbitrator to allocate settlement funds among claimants who were allegedly affected by wastewater contamination

- *In re Honeywell, July 20, 2003, Chlorine Release*, 511,626 (La. 19th J.D.C.) assisted Special Master to allocate class settlement funds to several thousand persons allegedly affected by two separate releases from chemical plant; assisted Special Master to allocate attorneys' fees

Mass Litigation for Abuse and Harm

- *Jane Doe#1 & Jane Doe #2 v. MG Freesites, Ltd., et al.* Case No.: 7:21-cv-00220 (N.D.A.L.) Mediator for class action arising out of claims related to child pornography
.
- *Uvalde* served as Special Master for allocations related to Robb Elementary School mass shooting wherein 19 children and 2 teachers suffered death, and many others suffered significant personal bodily injuries, physical impairment, and great physical and mental harm

- *Kurn Hattin Homes for Children* served as Special Master for settlement allocations for claims related to allegation of physical, emotional, and sexual abuse

- *Jane Doe No. 1, et al. v. The Johns Hopkins Health System Corporation, d/b/a The Johns Hopkins Hospital, et al.*, 24-C-13-00141 (Md. Baltimore City Cir. Ct.) Mediator for claims arising out of physician misconduct

Additional case information and references are available.

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

WESTERN DIVISION

JANE DOE on behalf of herself and all others similarly situated,

Plaintiff,

v.

MINDGEEK USA INCORPORATED, MINDGEEK S.A.R.L., MG FREESITES, LTD (D/B/A PORNHUB), MG FREESITES II, LTD, MG CONTENT RT LIMITED, AND 9219-1568 QUEBEC, INC. (D/B/A MINDGEEK),

Defendants.

Case No. 8:21-cv-00338-WLH-ADS

Hon. Wesley L. Hsu

CLASS ACTION

DECLARATION OF LAUREN COFFREN

DECLARATION OF LAUREN COFFREN

I, Lauren Coffren, declare as follows:

1. I am currently employed as Executive Director of the Exploited Children Division ("ECD") at The National Center for Missing and Exploited Children ("NCMEC") and have been employed by NCMEC since June 2006. As Executive Director, I am responsible for providing strategic and operational leadership for several NCMEC programs, including: the CyberTipline, the centralized reporting mechanism for online child sexual exploitation, the Child Victim Identification Program ("CVIP"), and the Notice Tracking Program. I also am responsible for the operations of NCMEC's multi-faceted response to reports submitted to the CyberTipline by members of the public, including reports relating to the exploitation of children.

2. NCMEC is a private, nonprofit corporation established in 1984 and incorporated under the laws of the District of Columbia. NCMEC's mission is to help find missing children, reduce child sexual exploitation, and prevent child victimization. NCMEC serves as the national clearinghouse for families, victims, private industry, law enforcement, and other professionals on information and programs related to missing and sexually exploited children and child sex trafficking issues. NCMEC employs over 500 individuals and works with hundreds of volunteers to facilitate outreach and prevention messaging and community child safety events nationwide.

3. NCMEC created the ECD in January 1997 and began operating the CyberTipline on March 9, 1998, as part of its private, nonprofit mission to serve as the national resource center and clearinghouse concerning online child sexual exploitation issues. The CyberTipline was created to receive reports regarding the online enticement of children for sexual acts, including sextortion, child sexual molestation, child pornography, extraterritorial child sexual abuse and exploitation, child sex trafficking, unsolicited obscene material sent to a child, misleading domain

names, misleading words or digital images on the Internet. Members of the public, including families and victims, and electronic service providers can submit reports to NCMEC's CyberTipline.

4. NCMEC connects survivors of child sexual exploitation with a range of free services depending on their specific needs. Most survivors victimized by child sexual exploitation and their families connect with NCMEC through the CyberTipline, which enables them to speak directly with an ECD analyst handling their case. Analysts may assist with online content removal, warm handoffs of reports to law enforcement, crisis coordination with external support agencies, and connecting survivors to legal and mental health referrals.

5. NCMEC recommends a four-part approach for children and/or their families experiencing exploitation: (a) report the incident through an in-app or on-platform reporting mechanism where the incident is occurring; (b) report the incident directly to law enforcement (this may include federal, state, or local law enforcement and/or a school resource officer); (c) report the incident to NCMEC's CyberTipline either by calling NCMEC's toll-free, 24/7 Call Center at 1-800-THE-LOST or online at https://report.cybertip.org/; and (d) if the child has access on their phone to the nude or sexual image(s), consider submitting hash values of the image(s) to NCMEC's Take It Down program at https://takeitdown.ncmec.org/.

6. NCMEC staff will ensure that all information submitted in a CyberTipline report is made available to the appropriate law enforcement agency/agencies, often on a prioritized or escalated basis. If an offender is working across different online platforms to entice and sextort a child, NCMEC is uniquely positioned to consolidate this information and make it available to law enforcement.

7. If nude or sexual images depicting the child are publicly available on an online platform, NCMEC staff also will notify the online platform and will continue sending notifications and monitoring for removal of the images. NCMEC is designated as a "trusted flagger" by many online platforms, which prioritizes

NCMEC's requests and often expedites removal of images or videos NCMEC is reporting. In 2025, NCMEC sent 4,620 notices in its "trusted flagger" capacity to online platforms, and 4,483 (97%) of these notices resulted in removal of the reported content.

8. NCMEC also operates the Take It Down program (https://www.missingkids.org/gethelpnow/isyourexplicitcontentoutthere#takeitdown) and provides specific instructions to help a child or their family submit a unique digital fingerprint or hash value of a nude or sexual image in which the child is depicted and that is on the child's phone to the Take It Down program. NCMEC consolidates hash values submitted through the Take It Down website and makes them available to online platforms that have voluntarily decided to use the list of these hashes to detect, remove, and report these images if they are posted on their systems.

9. NCMEC provides a wide range of resources, services, and information to children victimized by child sexual exploitation and their families. As part of these resources, services, and information, NCMEC may provide information relating to policy and legal developments and opportunities for survivors and their families to learn more about ongoing court cases, including cases in which a survivor may be eligible to serve as a party or claimant in some capacity. NCMEC may share this information in several ways, including through communications with the following NCMEC networks:

a) NCMEC's Direct Service Provider Network: NCMEC has developed a national network of service providers who offer specialized resources relating to the children and families we serve, including child-serving professionals focused on offering survivors of child sex exploitation a variety of services including but not limited to: case management, therapists, legal advocacy, and mentors. Due to the range of services they offer, these direct service providers work with families of victimized children and adults who were exploited as children. Direct Service

Providers can be a powerful network to help make survivors aware of various legal opportunities and can provide support and assistance as they navigate the process.

b) Law Enforcement Victim Advocates: NCMEC supports efforts of local, state, and federal law enforcement on missing and exploited child cases. Both the Federal Bureau of Investigation and Department of Homeland Security have embedded victim assistance specialists who provide resources and support to victims of crimes, including sexual exploitation. Victim advocates have unique knowledge and awareness of victims of crime within their jurisdiction. Many state and local law enforcement agencies also work with federal victim assistance specialists to support victims in their cases.

c) NCMEC's Survivor Network: NCMEC has a national network of survivor leaders and advocates who support our work by providing consultation, technical assistance, and training on a variety of different programs of work. The survivors who are part of NCMEC's network have extensive knowledge and connections among their own networks of individuals with lived experience.

d) NCMEC's Attorney Network: NCMEC works closely with a network of attorneys who represent children victimized by sexual exploitation in various matters, including civil and criminal restitution, compensation processes, removal of online images, and other legal issues.

e) NCMEC Website and Social Media: NCMEC posts information relating to issues relevant to survivors, including restitution and compensation opportunities, on its website and social media accounts.

10. NCMEC is amenable to working with counsel for the certified class to provide notice of the resolution of these legal actions and the opportunities for compensation through NCMEC's networks designed to reach survivors.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on August 13, 2026, in Alexandria, Virginia.

Lauren Schuette Coffren

LAUREN COFFREN

Rachel Fielkow

Remote Notary Public

Notarized online using audio-video communication technology

