

**SUPREME COURT OF THE STATE OF NEW YORK, COUNTY OF NASSAU**  
*Ohebshalom v. Dapper Labs, Inc., Index No. 615987/2025*

**If you purchased or viewed a video from a Dapper Labs website, you may be entitled to a payment from a class action settlement.**

*A court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.*

- A settlement has been reached in a class action lawsuit claiming that Defendant, Dapper Labs, Inc., disclosed its online subscribers' personally identifiable information ("PII") to various third parties without consent, in violation of the Video Privacy Protection Act (the "VPPA"). Defendant denies that it violated any law but has agreed to the Settlement to avoid the uncertainties and expenses associated with continuing the case.
- You are included if you held an active account with a Dapper Labs website ([www.nflallday.com](http://www.nflallday.com), [www.disneypinnacle.com](http://www.disneypinnacle.com), [www.ufcstrike.com](http://www.ufcstrike.com), [www.nbatopshot.com](http://www.nbatopshot.com), and [www.laligagolazos.com](http://www.laligagolazos.com)) from June 15, 2020, through January 30, 2025.
- If approved by the Court, Defendant will establish a Gross Settlement Amount of \$5,000,000 to pay all valid claims submitted by the Settlement Class, together with notice and administration expenses, attorneys' fees and costs, and incentive awards. Under the terms of the Settlement, you may receive a Cash Payment of up to \$5. The Settlement also requires Defendant to suspend operation of the Facebook Pixel, the Google Pixel, the Microsoft Bing Pixel, the SnapChat Pixel, the Twitter Pixel, and the TikTok Pixel on any pages on its website where it would capture the title of a video purchased or viewed unless and until the VPPA is amended, repealed, or otherwise invalidated by judicial decision as applied to the use of website pixel technology or such video games generally, unless Defendant is otherwise in compliance with that law.
- Read this notice carefully. Your legal rights are affected whether you act or don't act.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>SUBMIT A CLAIM FORM BY APRIL 15, 2026</b>	The only way to receive a Cash Payment is to submit a Claim Form.
<b>EXCLUDE YOURSELF BY APRIL 15, 2026</b>	If you exclude yourself, you will receive no benefits, but you will retain any rights you currently have to sue Defendant about the claims in this case.
<b>OBJECT BY APRIL 15, 2026</b>	You may write to the Court explaining why you don't like the Settlement.
<b>GO TO THE HEARING ON APRIL 15, 2026</b>	You may ask to speak in Court about your opinion of the Settlement.
<b>DO NOTHING</b>	If you do nothing, you will not get a share of the Settlement benefits and will give up your rights to sue Defendant about the claims in this case.

Your rights and options—and the deadlines to exercise them—are explained in this Notice.

**BASIC INFORMATION**

**1. Why was this Notice issued?**

A Court authorized this Notice because you have a right to know about a proposed settlement of this class action lawsuit and about all of your options before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The Honorable Lisa A. Cairo, of the Supreme Court of the State of New York, County of Nassau, is overseeing this case. The case is called *Ohebshalom v. Dapper Labs, Inc.*, Index No. 615987/2025. The people who sued are called Plaintiffs. Defendant is Dapper Labs, Inc.

## 2. What is a class action?

In a class action, one or more people, called the class representatives (in this case, Daniel Ohebshalom, Matthew Kimoto, Thomas Fan, and Clinton Brown), sue on behalf of a group, or “class,” of people who have similar claims. In a class action, the court resolves the issues for all class members, except for those who exclude themselves from the class.

## 3. What is this lawsuit about?

This lawsuit claims that Defendant violated the Video Privacy Protection Act, 18 U.S.C. § 2710, *et seq.* (“VPPA”), by disclosing its online subscribers’ personally identifiable information (“PII”) to third parties without consent, in violation of the Video Privacy Protection Act (the “VPPA”). Defendant denies that it violated any law but has agreed to the Settlement to avoid the uncertainties and expenses associated with continuing the case.

## 4. Why is there a Settlement?

The Court has not decided whether Plaintiffs or Defendant should win this case. Instead, both sides agreed to a settlement. This way, they avoid the uncertainties and expenses associated with ongoing litigation, and Settlement Class Members will get compensation sooner rather than, if at all, after the completion of a trial.

### WHO’S INCLUDED IN THE SETTLEMENT

## 5. How do I know if I am in the Settlement Class?

The **Settlement Class** includes all individuals who held an active account on the NFL All Day ([www.nflallday.com](http://www.nflallday.com)), Disney Pinnacle ([www.disneypinnacle.com](http://www.disneypinnacle.com)), UFC Strike ([www.ufcstrike.com](http://www.ufcstrike.com)), NBA Top Shot ([www.nbatopshot.com](http://www.nbatopshot.com)), or La Liga Golazos ([www.laligagolazos.com](http://www.laligagolazos.com)) product websites during the Class Period.

Excluded from the Settlement Class shall be counsel to the Settling Parties, Hon. Wayne R. Andersen and their employees, legal representatives, heirs, successors, assigns, or any members of their immediate family; any government entity; Dapper Labs, Inc., any entity in which Dapper Labs, Inc., has a controlling interest, any Dapper Labs, Inc. subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, heirs, successors, or assigns, or any members of their immediate family; any persons who, as of the date of the Settlement Agreement, have provided notice to Dapper Labs, Inc., of claims relating to the Action; any persons who have released claims relating to the Action; and any persons who timely opt out of the Settlement Class.

### THE SETTLEMENT BENEFITS

## 6. What does the Settlement provide?

**Monetary Relief:** Defendant has created a Gross Settlement Amount totaling \$5,000,000. All payments to Settlement Class Members, the cost to administer the Settlement, the cost to inform people about the Settlement, attorneys’ fees, and awards to the Class Representatives will also come out of this amount (see Question 13).

**Prospective Changes:** In addition to this monetary relief, the Settlement also requires Defendant to suspend operation of the Meta Pixel, Google Pixel, Microsoft Bing Pixel, SnapChat Pixel, X Pixel, Reddit Pixel, and TikTok Pixel on any pages on its websites where it would capture the title of a video purchased or viewed, unless and until the VPPA is amended, repealed, or otherwise invalidated by judicial decision as applied to the use of website pixel technology or video games generally, unless Defendant is otherwise in compliance with that law.

A detailed description of the settlement benefits can be found in the Settlement Agreement on the Settlement Website, [DapperVPPAClassActionSettlement.com](http://DapperVPPAClassActionSettlement.com).

## 7. How much will my payment be?

If you are a member of the Settlement Class and would like to receive a Cash Payment of up to \$5, **you must submit a Claim Form.**

## 8. When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled for **April 15, 2026**. If the Court approves the Settlement, eligible Settlement Class Members whose claims were approved by the Settlement Administrator will receive their Cash Payment 45 days after the Settlement has been finally approved and/or any appeals process is complete. Cash Payments will be made in the form of a Zelle, PayPal, or Venmo, at your election.

### HOW TO GET BENEFITS

## 9. How do I get a payment?

If you are a Settlement Class Member and you want to get a Cash Payment, you **must** complete and submit a Claim Form by **April 15, 2026**. Claim Forms can be completed and submitted online at [DapperVPPAClassActionSettlement.com](http://DapperVPPAClassActionSettlement.com) or by printing and mailing a paper Claim Form, copies of which are available for download at [DapperVPPAClassActionSettlement.com](http://DapperVPPAClassActionSettlement.com).

We encourage you to submit your claim online. It is easier and more secure, and it is completely free.

### REMAINING IN THE SETTLEMENT

## 10. What am I giving up if I stay in the Settlement Class?

If the Settlement becomes final, you will give up your right to sue Defendant for the claims this Settlement resolves. The Settlement Agreement describes the specific claims you are giving up against Defendant. You will be “releasing” Defendant and certain of its affiliates described in Section 1.25 of the Settlement Agreement. Unless you exclude yourself (*see* Question 14), you are “releasing” the claims, regardless of whether you submit a Claim Form or not. The Settlement Agreement is available through the “Court Documents” link on the website.

The Settlement Agreement describes the Released Claims with specific descriptions (*see* Sections 1.24–1.26 and 3.1–3.2 of the Settlement Agreement), so read it carefully. If you have any questions, you can talk to the lawyers listed in Question 12 for free or you can, of course, talk to your own lawyer.

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

If you do nothing, you won’t get any benefits from this Settlement. Unless you exclude yourself, you won’t be able to start a lawsuit or be part of any other lawsuit against Defendant for the claims being resolved by this Settlement.

### THE LAWYERS REPRESENTING YOU

## 12. Do I have a lawyer in this case?

The Court has appointed Philip L. Fraietta and Stefan Bogdanovich of Bursor & Fisher, P.A., to be the attorneys representing the Settlement Class. They are called “Class Counsel.” They believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

### 13. How will Class Counsel be paid?

Class Counsel's attorneys' fees, costs, and expenses will be paid from the Gross Settlement Amount in an amount determined and awarded by the Court. Class Counsel will seek no more than one-third of the \$5,000,000 Gross Settlement Amount minus the Settlement Administration Expenses, but the Court may award less than this amount.

As approved by the Court, the Class Representatives will be paid Service Awards from the Gross Settlement Amount for helping to bring and settle the case. The Class Representatives will seek no more than \$5,000 each as Service Awards, but the Court may award less than this amount.

### EXCLUDING YOURSELF FROM THE SETTLEMENT

#### 14. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must mail or otherwise deliver a letter, or request for exclusion, stating that you want to be excluded from the settlement in *Ohebshalom v. Dapper Labs, Inc.* Your letter or request for exclusion must also include your name, your address, your signature, and the name and number of this case. You must file your request for exclusion with the Court by **April 15, 2026**, and mail or deliver your request for exclusion by **April 15, 2026**, to the following address:

Dapper VPPA Class Action Settlement  
P.O. Box 4380  
Portland, OR 97208-4380

#### 15. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims being resolved by this Settlement.

#### 16. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, do not submit a Claim Form to ask for benefits.

### OBJECTING TO THE SETTLEMENT

#### 17. How do I object to the Settlement?

If you're a Settlement Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file with the Court a letter or brief stating that you object to the Settlement in *Ohebshalom v. Dapper Labs, Inc.*, Index No. 615987/2025, identify all your reasons for your objections (including citations and supporting evidence), and attach any materials you rely on for your objections. Your letter or brief must also include your name; an explanation of the basis upon which you claim to be a Settlement Class Member, including information sufficient to identify your current Dapper website account or a screenshot showing that you were a Dapper accountholder during the Class Period; the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with your objection, and your signature. If you or an attorney assisting you with your objection have ever objected to any class action settlement where you or the objecting attorney has asked for or received payment in exchange for dismissal of the objection (or any related appeal) without modification to the Settlement, you must include a statement in your objection identifying each such case by full case caption. You must also mail or deliver a copy of your letter or brief to Class Counsel and Defendant's Counsel, listed below.

Class Counsel will file with the Court and post on the Settlement Website its request for attorneys' fees by April 1, 2026.

If you want to appear and speak at the Fairness Hearing to object to the Settlement, with or without a lawyer (explained below in answer to Question 21), you must say so in your letter or brief. You must file the objection with the Court no later than **April 15, 2026**.

Court	Class Counsel	Defendant's Counsel
The Hon. Lisa A. Cairo Supreme Court of the State of New York, County of Nassau 100 Supreme Court Drive Mineola, NY 11501	Philip L. Fraietta Burson & Fisher, P.A. 1330 Avenue of the Americas, 32 <sup>nd</sup> Floor New York, NY 10019	Aaron Charfoos Paul Hastings LLP 71 South Wacker Drive, Suite 4500 Chicago, IL 60606

## 18. What's the difference between objecting to and excluding myself from the Settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

## THE COURT'S FAIRNESS HEARING

### 19. When and where will the Court decide whether to approve the Settlement?

The Court will hold the Fairness Hearing on **April 15, 2026**, in Courtroom 4th Floor West, at the Supreme Court of the State of New York, County of Nassau, 100 Supreme Court Drive, Mineola, NY 11501. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider Class Counsel's request for attorneys' fees and expenses; and to consider the request for incentive awards to the Class Representatives. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check the Settlement Website, [DapperVPPAClassActionSettlement.com](http://DapperVPPAClassActionSettlement.com), or call Class Counsel at 1-646-837-7150. If, however, you timely object to the Settlement and advise the Court that you intend to appear and speak at the Fairness Hearing, you will receive notice of any change in the date of such Fairness Hearing.

### 20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to come at your own expense. If you send an objection or comment, you don't have to come to Court to talk about it. As long as you file and mail your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it's not required.

### 21. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include in your letter or brief objecting to the Settlement a statement saying that it is your "Notice of Intent to Appear in *Ohebshalom v. Dapper Labs, Inc.*, Index No. 615987/2025." It must include your name, address, telephone number, and signature, as well as the name and address of your lawyer, if one is appearing for you. Your objection and notice of intent to appear must be filed with the Court and postmarked no later than **April 15, 2026**.

## GETTING MORE INFORMATION

### 22. Where do I get more information?

This Notice summarizes the Settlement. There are more details in the Settlement Agreement. You can get a copy of the Settlement Agreement at [DapperVPPAClassActionSettlement.com](http://DapperVPPAClassActionSettlement.com), and you may find additional information elsewhere on the Settlement Website.

You may also write with questions to the following address:

Dapper VPPA Class Action Settlement  
P.O. Box 4380  
Portland, OR 97208-4380

You can call the Settlement Administrator at 1-888-887-2497 or Class Counsel at 1-646-837-7150, if you have any questions. Before contacting the Settlement Administrator or Class Counsel, however, please read this full Notice carefully.