

**UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
CALIFORNIA**

Balestrieri v. SportsEdTV, Inc., Case No. 3:25-cv-04046-SK

Our Records Indicate You Were a Subscriber to SportsEdTV at some point between May 9, 2023 and May 16, 2025.

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

- This notice is to inform you that a settlement has been reached in a class action lawsuit claiming that SportsEdTV, Inc. (“Defendant”) disclosed customers’ personally identifiable information (“PII”) to third parties, allegedly without consent in violation of the Video Privacy Protection Act (the “VPPA”) and California law. The VPPA defines PII to include information which identifies a person as having requested or obtained specific video materials or services from a video tape service provider. Defendant denies that it violated any law. The Court has not determined who is right. Rather, the parties have agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.
- Read this notice carefully. Your legal rights are affected whether you act or don’t act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY SEPTEMBER 10, 2026	This is the only way to receive a payment
EXCLUDE YOURSELF BY SEPTEMBER 25, 2026	You will receive no benefits, but you will retain any rights you currently have to sue the Defendants about the claims in this case.
OBJECT BY SEPTEMBER 25, 2026	Write to the Court explaining why you do not like the Settlement.
DO NOTHING	You won’t get Your share of the Settlement Fund and You will give up your rights to sue the Defendants and Released Parties 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 Sallie Kim of the U.S. District Court for the Northern District of California, is overseeing this case. The case is called *Balestrieri v. SportsEdTV, Inc.* The person who has sued is called the Plaintiff. The Defendant is SportsEdTV, Inc.

2. **What is a class action?**

In a class action, one or more people called the class representative (in this case, Nick Balestrieri) sue on behalf of a group or a “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”) and the California Invasion of Privacy Act (“CIPA”), Cal. Penal Code § 631 by disclosing personally identifiable information (“PII”) to third parties allegedly without consent. The VPPA defines PII to include information which identifies a person as having requested or watched specific video materials or services from a video tape service provider. The Defendant denies that it violated any law. The Court has not determined who is right. Rather, the Parties have agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

4. **Why is there a Settlement?**

The Court has not decided whether the Plaintiff or the Defendant should win this case. Instead, both sides agreed to a Settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation, and 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** is defined as:

Defendant’s 1,264 subscribers who reside in the United States whom Defendant has identified through its records as having watched videos on Defendant’s Website during the period of May 9, 2023 to May 16, 2025.

THE SETTLEMENT BENEFITS

6. **What does the Settlement provide?**

Monetary Relief: Defendant has agreed to create a Settlement Fund totaling \$500,000.00. Class Member payments, and the cost to administer the Settlement, the cost to inform people about the Settlement, attorney’s fees and costs and the Class Representative’s Incentive Award will also come out of this fund (*see* Question 13).

Prospective Changes: Defendant has deactivated the Facebook Pixel on Defendant’s Website so that specific information is not shared with Facebook and to otherwise cease sharing customer transaction data with third parties, if any, except as permitted by the VPPA and California law.

A detailed description of the settlement benefits can be found in the Settlement Agreement at www.SportsEdTVSettlement.com.

7. **How much will my payment be?**

If you are a member of the Settlement Class you may submit a Claim Form to receive a portion of the Settlement Fund. The amount of this payment will depend on how many of the Class Members file valid claims. Each Class Member who files a valid claim will receive a proportionate share of the Settlement Fund. Please note that California residents will receive twice the pro rata share due to the additional claim alleged under California law. The estimated cash payment amount will depend on the number of individuals who submit a valid claim. The final payment amount will be determined after the claims process is complete..

8. **When will I get my Cash Payment?**

The hearing to consider the fairness of the settlement is scheduled for **February 8, 2026**. Any changes to this date or time will be noted on the Court docket for this case and on this website. If the Court approves the settlement, eligible Class Members whose claims were approved by the Settlement Administrator will receive their cash payment approximately 15 days after the Settlement has been finally approved and the Settlement is final. The payment will be made in the form of a check, unless you elect to receive payment by Venmo, Zelle, or PayPal, and all checks will expire and become void 90 days after they are issued.

HOW TO GET BENEFITS

9. **How do I get a payment?**

If you are a Class Member and you want to get a payment, you **must** complete and submit a Claim Form by **September 10, 2026**. Claim Forms can be found and submitted by clicking at www.SportsEdTVSettlement.com, or by printing and mailing a paper Claim Form, copies of which are available for download at www.SportsEdTVSettlement.com.

We also encourage you to submit your claim on-line.

REMAINING IN THE SETTLEMENT

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

If the Settlement becomes final, you will give up your right to sue Defendant and the Released Parties for the claims this Settlement resolves. The Settlement Agreement describes the specific claims you are giving up against the Defendant and Released Parties. You will be “releasing” the Defendant and certain of their affiliates described in Section 1.26 of the Settlement Agreement. Unless you exclude yourself (*see* Question 14), you are “releasing” the claims whether you submit a claim 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, 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 at your own expense if you have questions about what this means.

11. What happens if I do nothing at all?

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

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in the case?

The Court has appointed Edward J. Wynne, Wynne Law Firm and James F. Clapp, Clapp Legal APC to be the attorneys representing the Settlement Class. These attorneys 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. Here is Class Counsels' contact information:

Edward J. Wynne
ewynne@wynnelawfirm.com
WYNNE LAW FIRM
80 E. Sir Francis Drake Blvd., Ste. 3G
Larkspur, CA 94939
Telephone: (415) 461-6400
Facsimile: (415) 461-3900

James F. Clapp
jclapp@clapplegal.com
CLAPP LEGAL APC
701 Palomar Airport Rd., Ste 300
Carlsbad, CA 92011
Telephone: (760) 209-6565
Facsimile: (760) 209-6565

13. How will the lawyers be paid?

Class Counsels' attorneys' fees, costs and expenses will be paid from the Settlement Fund in an amount determined and awarded by the Court. Class Counsel is entitled to seek no more than twenty-five percent of the Settlement Fund for their fees and up to \$10,000 for their expenses, subject to Court approval.

As approved by the Court, the Class Representative will be paid an Incentive Award from the Settlement Fund for helping to bring and settle the case. The Class Representative will seek no more than \$10,000 as an incentive award.

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 *Balestrieri v. SportsEdTV, Inc., Case No. 3:25-cv-04046-SK*, settlement. Your letter or request for exclusion must also include your name, your address, your signature, the name and number of this case, and a statement that you wish to be excluded. You must mail or deliver your exclusion request no later than **September 25, 2026** to:

SportsEdTV Privacy Settlement
P.O. Box 25226
Santa Ana, CA 92799

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

No. If you don't exclude yourself, you give up any right to sue the Defendant and Released Parties 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?

You may object to this Settlement. If you intend to object to this Settlement, you must present the objection in writing, which must be personally signed by you, and must include (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member, including an attestation under penalty of perjury; (3) all grounds for the objection, including citations to legal authority and evidence supporting the objection; (4) 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 (the "Objecting Attorneys"); and (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court). No other person may sign on behalf of the objector, including an objector's attorney. The objection must be filed in the U.S. District Court for the Northern District of California, Case No. 3:25-cv-04046-SK, no later than **September 25, 2026**.

18. What's the difference between objecting 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 Class. Excluding yourself from the Class is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a virtual Final Approval Hearing at 9:30 a.m. on **February 8, 2027**.

Zoom link: <https://cand-uscourts.zoomgov.com/j/1619779783?pwd=bjY0ZWxXT2JRbDRjd0JmZC9RMG5WUT09>

Webinar ID: 161 977 9783

Password: 395832

Any changes to this date or time will be noted on the Court docket for this case and on this website.

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 Class; to consider Class Counsel's request for attorneys' fees and expenses, and to consider the request for an incentive award to the Class Representative. 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 Court docket and www.SportsEdTVSettlement.com. If, however, you timely objected to the Settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the date of such Final Approval Hearing.

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

No. Class Counsel will answer any questions the Court may have. But, 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 discuss it. As long as you filed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but you do not have to.

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 *Balestrieri v. SportsEdTV, Inc.*, Case No. 3:25-cv-04046-SK." 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 no later than **September 25, 2026**. This requirement may be excused upon a showing of good cause.

GETTING MORE INFORMATION

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

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.SportsEdTVSettlement.com. You may also write with questions to SportsEdTV Privacy Settlement, **P.O. Box 25226, Santa Ana, CA 92799**. You can call the Settlement Administrator at 1-(833) 421-7326 or email or call

Class Counsel at the contact information provided in Question 12, if you have any questions. Before doing so, however, please read this full Notice carefully. You may also find additional information elsewhere on the case website.