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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

BRAYDEN STARK, JUDD OOSTYEN, ISAAC
BELENKIY, VALERIE BURTON, LAURA
GOODFIELD, and DENOVIAS MACK, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

PATREON, INC.,

Defendant.

Case No. 3:22-cv-03131-JCS

**ORDER GRANTING PLAINTIFFS’ MOTION
FOR PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND PROVIDING
FOR NOTICE**

Dkt. no. 176

1 This matter comes before the Court on Plaintiffs’ Motion for Preliminary Approval of Class
2 Action Settlement for consideration of whether the Court should grant preliminary approval of the
3 proposed Settlement Agreement¹ entered into by Plaintiffs Brayden Stark, Judd Oostyen, Isaac
4 Belenkiy, Valerie Burton, Laura Goodfield, and Denovias Mack, on behalf of themselves and the Class,
5 and Defendant Patreon, Inc. (collectively, the “Parties”).

6 The Court is familiar with the record and has read and considered Plaintiffs’ Motion, and all
7 supporting documents submitted therewith, including the Settlement Agreement and Declaration of
8 Simpluris Inc (“Simpluris Decl.”) describing the Parties’ proposed method of giving notice to Class
9 Members. The Court finds that there are sufficient grounds to preliminarily approve the Settlement under
10 Federal Rule of Civil Procedure 23, that the Court will likely be able to certify the Class for settlement
11 purposes only, and directs notice of the Settlement to be disseminated to the proposed Class.

12 Accordingly, it is **HEREBY ORDERED** that:

13 **Preliminary Approval of the Settlement**

14 1. The proposed Settlement Agreement is preliminarily approved as likely to be finally
15 approved under Federal Rule of Civil Procedure 23(e)(2) and as meriting notice to the Settlement Class
16 for its consideration. This determination is not a final finding that the Settlement is fair, reasonable, and
17 adequate, but it is a determination that good cause exists to disseminate notice to Class Members in
18 accordance with the Settlement Agreement and plan for notice described in the Simpluris Decl. and to
19 hold a hearing on final approval of the proposed Settlement.

- 20 2. Considering the factors set forth in Rule 23(e)(2), the Court preliminarily finds as follows:
- 21 a. Plaintiffs and Class Counsel have adequately represented the Class;
 - 22 b. The Class Settlement Agreement was negotiated at arm’s length with the assistance
23 of the Hon. Jeremy D. Fogel (Ret.), a former District Judge of the Northern District
24 of California and experienced private mediator;
 - 25 c. The monetary relief provided to the Settlement Class is adequate given the risks,
26 delay, and uncertainty of continued litigation and trial, the effectiveness of the

27
28 ¹ Unless otherwise specified, all capitalized terms used herein that are defined in the Settlement Agreement have the same meanings as set forth in that agreement.

1 proposed method of distributing relief to the class, the terms of the proposed award
2 of attorney's fees, and any agreement required to be identified under Rule 23(e)(3);
3 and

4 d. The Settlement Agreement and proposed method of distributing the relief treat all
5 Class Members equitably relative to each other.

6 **Certification of the Class**

7 3. The Court finds, upon preliminary evaluation and for purposes of the Settlement only, that
8 the Court will likely be able to certify the following proposed class pursuant to Federal Rule of Civil
9 Procedure 23:

10 All persons who, between April 1, 2016, to and through the Preliminary
11 Approval date, requested or obtained video content on the Patreon website
12 (patreon.com) while in the United States and at a time the person had a
Facebook account and also had a Patreon account.

13 Excluded from the Class are Defendant Patreon, Inc., its parents, subsidiaries, affiliates, officers,
14 directors, and employees; any entity in which Patreon has a controlling interest; and all judges assigned
15 to hear any aspect of this litigation, as well as their staff and immediate family members.

16 4. The Court preliminarily finds that:

- 17 a. Members of the Class are so numerous as to make joinder impracticable;
18 b. There are questions of law and fact common to the Class, and such questions
19 predominate over any questions affecting only individual Class Members for purposes
20 of the Settlement;
21 c. Plaintiffs' claims and the defenses thereto are typical of the claims of the Class
22 Members and the defenses thereto for purposes of the Settlement;
23 d. Plaintiffs and their counsel have, and will continue to, fairly and adequately protect
24 the interests of the Settlement Class Members in this action with respect to the
25 Settlement; and
26 e. A class action is superior to all other available methods for fairly and efficiently
27 resolving this action.
28

1 5. The Court further finds, for the reasons stated in the Motion, that Plaintiffs and Class
2 Counsel should be conditionally appointed to represent the Class.

3 6. This provisional certification of the Class shall be solely for settlement purposes, without
4 prejudice to the parties in the event the Settlement Agreement is not finally approved by this Court or
5 otherwise does not take effect. If the Settlement Agreement is not finally approved, this provisional
6 certification shall be vacated and shall have no effect.

7 **Manner and Form of Notice**

8 7. The Court approves, as to their form and content, the Notice, as modified per the Court's
9 instructions at the Preliminary Approval Hearing (ECF No. 188), and the Claim Form substantially in the
10 form of Exhibit 3 to the Settlement Agreement with the following modification: **counsel shall modify**
11 **the Notice to reflect that the final fairness hearing will be held entirely remotely by Zoom webinar,**
12 **id. 161 926 0804, password 050855. Counsel need not seek further approval of the Court of the**
13 **modified Notice.** The notice plan outlined in the Settlement Agreement and Simpluris Declaration,
14 which includes direct notice via email and a settlement website, will provide the best notice practicable
15 under the circumstances. The Notice and its manner of transmission is reasonably calculated, under the
16 circumstances, to apprise the Class of the pendency of the Action, the proposed Settlement and its effects
17 (including the Released Claims), the anticipated motion for attorneys' fees, costs, and expenses and for
18 service awards, and their rights, including to participate in, opt out of, or object to any aspect of the
19 proposed Settlement; constitute due, adequate and sufficient notice to the Class; and satisfy the
20 requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and all other applicable
21 law and rules. The date and time of the Final Fairness Hearing shall be included in the Notice before
22 dissemination.

23 8. The Court hereby appoints Simpluris Inc. to serve as the Claims Administrator to
24 supervise and administer the notice procedures, establish and operate a settlement website (the
25 "Settlement Website"), administer the claims processes, distribute cash payments according to the
26 processes and criteria set forth in the Settlement Agreement, and perform any other duties of the Claims
27 Administrator that are reasonably necessary or provided for in the Settlement Agreement.

1 9. All reasonable expenses incurred in identifying and notifying members of the Class, as
2 well as in administering the Settlement Fund, shall be paid from the Settlement Fund as set forth in the
3 Settlement Agreement. In the event the Settlement is not approved by the Court or otherwise fails to
4 become effective, Class Counsel shall not be obligated to repay amounts paid to, or that are billed by, the
5 Claims Administrator for Notice or administering the Settlement, as set forth in the Settlement
6 Agreement.

7 10. No later than 25 days after entry of this Order, the Claims Administrator will complete
8 distribution of the Notice, as modified per the Court’s instructions at the Preliminary Approval Hearing
9 (ECF No. 188), along with an electronic link to the Claim Form, via email to all members of the Class
10 for whom a valid email address is available. To the extent such transmission of email notice results in
11 “bounce-backs,” the Claims Administrator will make a second attempt to re-send the email notice to the
12 extent feasible.

13 11. Under the Settlement, all Class Members who wish to participate in the Settlement shall
14 complete and submit a Claim Form in accordance with the instructions contained therein. All Claim
15 Forms must be postmarked or submitted electronically within 100 days after entry of this Order as set
16 forth in the Settlement Agreement, which provides Class Members 75 days from the Notice Date to
17 submit a Claim.

18 12. The Claims Administrator shall also establish and maintain the Settlement Website and
19 post the Notice, the Settlement Agreement, the operative Complaint, and other relevant case documents,
20 as well as contact information for Class Counsel and the Claims Administrator.

21 13. All payments to the Claims Administrator shall be subject to prior Court approval. The
22 Court approves an advance payment of \$58,953.20 to the Claims Administrator as set forth in Section
23 2.2 of the Agreement. Plaintiffs may seek Court approval of (a) an additional interim payment of the
24 Claims Administrator’s fees and expenses at the time they move for final approval of the Agreement, and
25 (b) a final payment to the Claims Administrator in connection with their motion for an order approving
26 the distribution of residual funds to eligible Claimants under Section 3.11 of the Agreement.

27 14. Any distribution of residual funds shall be subject to prior Court approval.
28

1 15. The dates provided for herein may be extended by Order of the Court, for good cause
2 shown, without further notice to the Class.

3 **The Final Fairness Hearing**

4 16. The Court will hold a Final Fairness Hearing on **February 5, 2025 at 9:30 a.m. by Zoom**
5 **webinar, id. 161 926 0804, password 050855**, for the following purposes: (i) to finally determine
6 whether the Class satisfies the applicable requirements for certification under Federal Rules of Civil
7 Procedure 23(a) and 23(b)(3); (ii) to determine whether the Settlement should be approved as fair,
8 reasonable, and adequate and in the best interests of the Class; (iii) to consider Class Counsel's
9 application for an award of attorneys' fees, costs, and expenses and for service awards to the
10 representative Plaintiffs; and (iv) to consider any other matters that may properly be brought before the
11 Court in connection with the Settlement.

12 17. Class Counsel's application for an award of attorneys' fees, expenses, and costs and for
13 service awards will be considered separately from the fairness, reasonableness, and adequacy of the
14 Settlement. Any appeal from any order relating solely to Class Counsel's application for an award of
15 attorneys' fees, costs, and expenses, and/or to Class Counsel's application for service awards, or any
16 reversal or modification of any such order, shall not operate to terminate or cancel the Settlement or to
17 affect or delay the finality of a judgment approving the Settlement.

18 18. Papers in support of final approval of the Settlement and Class Counsel's application for
19 attorneys' fees, expenses and costs and for service awards shall be filed no later than 65 days after entry
20 of this Order. Any Reply in support of final approval of the Settlement or Class Counsel's application
21 for attorneys' fees, expenses and costs and for service awards shall be filed no later than 115 days after
22 entry of this Order.

23 **Objections and Appearances at the Final Fairness Hearing**

24 19. Any Class Member may appear at the Final Fairness Hearing and show cause why the
25 proposed Settlement should or should not be approved as fair, reasonable, and adequate; why judgment
26 should or should not be entered; or to comment on or oppose Class Counsel's application for attorneys'
27 fees, costs, and expenses or Class Counsel's application for service awards. No person or entity shall
28 be heard or entitled to contest the approval of the Settlement, or if approved, the judgment to be entered

1 approving the Settlement, or Class Counsel’s application for an award of attorneys’ fees, costs, and
2 expenses and for service awards, unless that person’s objection is received by the Clerk of the United
3 States District Court for the Northern District of California within 100 days after entry of this Order (the
4 “Objection Deadline”), which provides Class Members 75 days from the Notice Date to object.

5 20. To object, such Class Member must submit copies of: (a) a written statement identifying
6 such Person’s name, address, and signature, and, if represented by counsel, the name, and address of
7 counsel; (b) a written statement attesting that the Class Member had a Patreon account and a Facebook
8 account between April 1, 2016 through the Preliminary Approval date and requested or obtained video
9 content on the Patreon website during that time; (c) a written statement of the Class Member’s objection
10 and the reasons for such objection; (d) a written statement of whether the objection applies only to the
11 Class Member, to a specific subset of the Class, or to the entire Class; and (e) any documentation or
12 authorities in support of such objection. All written objections and supporting papers must clearly
13 identify the case name and number (*Stark v. Patreon*, No. 3:22-CV-03131-JCS (N.D. Cal.)). Objections
14 must be submitted to the Court either by filing electronically or in person at any location of the United
15 States District Court for the Northern District of California or by mailing it to the Clerk, United States
16 District Court for the Northern District of California, at the following address:

17 Northern District of California, San Francisco Division
18 United States District Court
19 450 Golden Gate Avenue, Box 36060
20 San Francisco, CA 94102-3489
Case No. 3:22-cv-03131-JCS

21 21. Any Class Member who does not make their objection in the time and manner provided
22 for herein shall be deemed to have waived such objection and shall forever be barred from making any
23 objection to the fairness, reasonableness, or adequacy of the proposed Settlement, and to Class Counsel’s
24 application for an award of attorneys’ fees, costs, and expenses and for service awards. By objecting,
25 or otherwise requesting to be heard at the Final Fairness Hearing, a person shall be deemed to have
26 submitted to the jurisdiction of the Court with respect to the objection or request to be heard and the
27 subject matter of the Settlement, including but not limited to enforcement of the terms of the Settlement.

28 22. Attendance at the Final Fairness Hearing by Class Members (other than Plaintiffs through

1 counsel) is not necessary. If an objector hires an attorney for the purpose of making an objection, the
2 attorney must file a notice of appearance with the Court and serve it on Class Counsel and Defendant’s
3 Counsel by the Objection Deadline.

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5 **Exclusion from the Class**

6 23. Any requests for exclusion are due no later than 100 days after entry of this Order
7 (“Exclusion Deadline”). Any person or entity who would otherwise be a member of the Class who
8 wishes to be excluded from the Class must notify the Claims Administrator in writing of that intent by
9 either (i) by U.S. mail postmarked no later than the Exclusion Deadline; or (ii) by submission of an opt-
10 out request on the Settlement Website no later than the Exclusion Deadline. Any person or entity who
11 is a member of the Class and who validly and timely requests exclusion from the Settlement shall not
12 be a Class Member; shall not be bound by the Settlement Agreement; shall not be eligible to apply for
13 or receive any benefit under the terms of the Settlement Agreement; and shall not be entitled to submit
14 an Objection to the Settlement.

15 24. Any member of the Class who does not notify the Claims Administrator of their intent to
16 be excluded from the Class in the manner stated herein shall be deemed to have waived his or her right
17 to be excluded from the Class. If the Court finally approves the Settlement, any such person or entity
18 shall forever be barred from requesting exclusion from the Class in this or any other proceeding, and
19 shall be bound by the Settlement and the judgment, including the releases provided for in the Settlement
20 Agreement, and the Final Order and Judgment.

21 **Termination of the Settlement**

22 25. If the Settlement fails to become effective in accordance with its terms, or if the Final
23 Order and Judgment is not entered or is reversed or vacated on appeal, this Order shall be null and void,
24 the Settlement Agreement shall be deemed terminated, and the Parties shall return to their positions
25 without any prejudice, as provided for in the Settlement Agreement.

26 **Limited Use of This Order**

27 26. The fact and terms of this Order or the Settlement, all negotiations, discussions, drafts and
28 proceedings in connection with this Order or the Settlement, and any act performed or document signed

1 in connection with this Order or the Settlement, shall not, in this or any other Court, administrative
 2 agency, arbitration forum, or other tribunal, constitute an admission, or evidence, or be deemed to create
 3 any inference (i) of any acts of wrongdoing or lack of wrongdoing, (ii) of any liability on the part of
 4 Defendant to Plaintiffs, the Class, or anyone else, (iii) of any deficiency of any claim or defense that has
 5 been or could have been asserted in this Action, (iv) of any damages or absence of damages suffered by
 6 Plaintiffs, the Class, or anyone else, or (v) that any benefits obtained by the Class under the Settlement
 7 represent the amount that could or would have been recovered from Defendant in this Action if it were
 8 not settled at this time. The fact and terms of this Order and the Settlement, and all negotiations,
 9 discussions, drafts, and proceedings associated with this Order and the Settlement, including the
 10 judgment and the release of the Released Claims provided for in the Settlement Agreement, shall not be
 11 offered or received in evidence or used for any other purpose in this or any other proceeding in any
 12 court, administrative agency, arbitration forum, or other tribunal, except as necessary to enforce the
 13 terms of this Order, the Final Order and Judgment, and/or the Settlement.

14 **Reservation of Jurisdiction**

15 27. The Court retains exclusive jurisdiction over the Action to consider all further matters
 16 arising out of or connected with the Settlement.

17 28. All discovery and pretrial and trial proceedings and deadlines are vacated until further
 18 notice from the Court, except for such actions as are necessary to implement the Settlement Agreement
 19 and this Order.

20 **Schedule and Deadlines**

21 29. The Court sets the following schedule for further Settlement-related proceedings:

Event	[Proposed] Deadline
Class Action Fairness Act notice to state and federal officials, under 28 U.S.C. § 1715	Within 10 days after filing of the motion for preliminary approval
Notice Date	No later than 25 days after entry of preliminary approval order
Plaintiffs to move for final approval of the settlement and submit declaration of Claims Administrator providing overview of notice	65 days after entry of preliminary approval order

Event	[Proposed] Deadline
process and specifying costs and expenses incurred to date	
Plaintiffs to move for attorneys' fees, expenses, and service awards	65 days after entry of preliminary approval order
Deadline to file a claim	100 days after entry of preliminary approval order
Deadline for the submission of objections and requests for exclusion	100 days after entry of preliminary approval order
Reply briefs in support of final approval and motion for attorneys' fees, expenses, and service awards and updated declaration of Claims Administrator	115 days after entry of preliminary approval order
Final Fairness Hearing	February 5, 2025 at 9:30 a.m. by Zoom webinar, id 161 926 0804, password 050855
Deadline for Claims Administrator to submit any final costs and expenses for Court approval and accounting of residual funds	No later than 280 days after entry of preliminary approval order
Deadline for Plaintiffs to submit proposal for distribution of residual funds	

IT IS SO ORDERED.

Dated: September 23, 2024



 JOSEPH C. SPERO
 United States Magistrate Judge