

## **NOTICE OF CLASS ACTION SETTLEMENT**

### **TO: Subscribers of Epoch Times for the Period of July 26, 2020, through January 22, 2024, Who Obtained a Video on Epoch Times’s Website While Being a Facebook Account Holder**

A class action settlement (the “Settlement”) has been reached in the action styled *Lawrence Czarnionka v. The Epoch Times Association, Inc.*, Case No.: 1:22-cv-06348-AKH (the “Action”), pending in the Southern District of New York. The operative complaint in the Action alleges that Epoch Times violated the Video Privacy Protection Act, 18 U.S.C. § 2710 (the “VPPA”) by purportedly disclosing subscriber personally identifiable information to Meta Platforms, Inc. (“Meta,” f/k/a Facebook Inc.) without consent via the Meta Tracking Pixel (the “Pixel”), a business advertising and analytical tool offered by Meta. Epoch Times denies all allegations in the Complaint, including but not limited to, how it manages subscriber information.

The Settlement resolves the claims in the Action, and provides the following remedial and injunctive relief to Settlement Class Members:

**Remedial Measures:** After this Action was filed, and as a result of this Action, Epoch Times has removed all Pixels embedded in any webpage on an Epoch Times website accessible in the United States that includes video content and a URL that identifies the specific video requested or obtained from that website webpage. Epoch Times has implemented and completed a process to ensure Epoch Times does not possess “personally identifiable information” (as that term is defined in the VPPA) of Settlement Class Members generated by the Pixel. If Epoch Times discovers on its internal data system in the future “personally identifiable information” of Settlement Class Members generated by the Pixel, it shall promptly destroy said information and notify Settlement Class Counsel within seven (7) days of such discovery.

**Injunctive Relief:** Epoch Times agrees that: (i) Epoch Times shall not resume operation of the Pixel on any webpage of its websites accessible in the United States that include video content and a URL that identifies the specific video requested or obtained from that website webpage, and (ii) Epoch Times may seek relief from this injunction upon amendment or repeal of the VPPA or upon implementation of a VPPA-compliant consumer consent form.

Plaintiff may seek from the Court an injunction to enforce the above terms of this Agreement.

You are not required to take any action. This Notice further explains the Action, the Settlement, and how you may object to any portion of the Settlement, including Class Counsel’s request for attorneys’ fees and expenses and/or the request for a Service Award for the Class Representative, if you want.

**What has happened in the Action so far?** On July 26, 2022, Plaintiff filed a putative class action complaint against Epoch Times alleging violations of the VPPA. On October 4, 2022, Epoch Times moved to dismiss the class action complaint under Rule 12(b)(6) arguing that the complaint failed to state a claim upon which relief could be granted. After briefing was completed, the Court denied Defendant’s motion to dismiss in its entirety. Thereafter, the Parties engaged in significant first-party and third-party discovery. Following this discovery, the Parties agreed to mediate the dispute based, in relevant part, on discussions that identified aspects of Defendant’s financial condition and inability to withstand a classwide monetary judgment. Based on these discussions and in preparation for mediation, the Parties exchanged both formal and informal discovery regarding the merits of the case, class certification, Defendant’s inability to use insurance coverage for the Action, and Defendant’s ability to fund a class action settlement. On July 6, 2023, the Parties attended an all-day mediation before a neutral mediator. On that day, the Parties were able to reach an agreement in principle, and then negotiated a comprehensive set of settlement documents, including a settlement agreement.

Epoch Times has provided Plaintiff’s counsel with documents concerning its financial condition and inability to fund a class action settlement under Federal Rule of Civil Procedure 23(b)(3). In addition, Epoch Times has responded to a number of questions posed by Plaintiff’s counsel’s financial analyst regarding its financial condition and ability or lack thereof to fund a class action settlement. Epoch Times has warranted that these

representations with respect to its financial condition, including the documents and information provided to Plaintiff's counsel, are a good-faith representation of its current financial state.

**Summary of the Settlement.** The Settlement defines the "Settlement Class" as:

All individuals residing in the United States who were Facebook account holders and subscribers to Defendant's digital services during the Class Period and who requested or obtained any videos on any Epoch Times website while an active Facebook account holder during the Class Period.

The "Class Period" is defined as "the period from July 26, 2020, to and through January 22, 2024." Pursuant to the Settlement, Epoch Times has agreed to the remedial and injunctive relief set forth above. The Settlement does not affect Settlement Class Members' claims for damages or other monetary relief.

On January 22, 2024, the Court entered a Preliminary Approval Order, which preliminarily approved the terms of the Settlement, conditionally certified an injunctive relief class under Rule 23(b)(2), appointed Plaintiff as the Class Representative for the Settlement Class, and appointed the following attorneys as Class Counsel: Michael W. Sobol and Douglas I. Cuthbertson, Lief Cabraser Heimann & Bernstein LLP; Hank Bates and Lee Lowther, Carney Bates & Pulliam PLLC; Gary M. Klinger, Milberg Coleman Bryson Phillips Grossman, PLLC. The Court's Preliminary Approval Order can be viewed here under the Documents tab.

Importantly, the Court's Preliminary Approval Order does not make a determination of any wrongdoing by Epoch Times, which denies the allegations in the Action and Plaintiff's claims, including for damages and certifiability of a Settlement Class. The Parties agreed to settle the Action to avoid the costs, risks and disruption of continued litigation, and in light of Epoch Times inability to fund a class settlement under Rule 23(b)(2). Epoch Times maintains its denial of all allegations in the Complaint.

The precise terms and conditions of the Settlement are provided in the Settlement Agreement which can be viewed here under the Documents tab, or can be obtained by contacting Class Counsel (see below section, "Contacting Class Counsel"), by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://pacer.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Southern District of New York, Daniel Patrick Moynihan U.S. Courthouse, 500 Pearl Street, New York, New York 10007, between 8:30 a.m. and 5:00 p.m., Monday through Friday, excluding Court holidays.

**Your rights.** If approved by the Court, the Settlement will affect your right to seek certain injunctive or non-monetary equitable relief against Epoch Times. The Settlement will not affect your right, if any, to seek damages or other monetary relief from Epoch Times.

**No Opt Outs.** Because Settlement Class Members do not release claims for monetary damages and because Epoch Times is only agreeing to remedial and injunctive relief (i.e., business practice changes), Settlement Class Members cannot opt out of the Settlement. This means that all Settlement Class Members will be bound by the Settlement, if the Court approves it.

**Release.** If the Settlement is approved, Settlement Class Members will be deemed to have released Epoch Times from and for any and all *non-monetary* claims, liability, right, demand, suit, matter, obligation, action, or causes of action, of every kind and description, that you have or could have presented or asserted against Epoch Times arising out of or reasonably relating to the operative factual predicate alleged in or otherwise described by Plaintiff's complaint in the Action.

You will not be deemed to have released any claims for monetary relief. The specific release provision of the Settlement Agreement is provided here.

**RELEASE.**

Upon the Effective Date, and in consideration of the promises and covenants in this Settlement Agreement, each Settlement Class Member, including Plaintiff, shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, relinquished, waived, and discharged all Released Claims.

With respect to any and all Released Claims, upon the Effective Date, Plaintiff and the Settlement Class Members intend to and shall be deemed to have, to the fullest extent permitted by law, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States which is similar, comparable, or equivalent to California Civil Code § 1542, which 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.

Settlement Class Members, including Plaintiff, may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Released Claims, but the Settlement Class Members, including Plaintiff, expressly shall have, and each shall be deemed to have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims.

**Do I have a lawyer in this case?**

The Court has appointed three attorneys to represent the Settlement Class as Class Counsel:

**Lieff Cabraser Heimann & Bernstein LLP**

c/o Michael W. Sobol and Douglas I. Cuthbertson  
250 Hudson Street, 8<sup>th</sup> Floor  
New York, NY 10013-1413

**Carney Bates & Pulliam PLLC**

c/o Hank Bates and Lee Lowther  
519 W 7th Street  
Little Rock, AR 72201

**Milberg Coleman Bryson Phillips Grossman, PLLC**

c/o Gary M. Klinger  
800 S. Gay Street, Suite 1100  
Knoxville, Tennessee 37929

**Do I have to pay for Class Counsel?**

Class Counsel will be paid by applying to the Court for an award of reasonable attorneys' fees and expenses. If you want to be represented by your own lawyer, you may hire one at your own expense.

**Class Counsel's Application for Attorneys' Fees, Costs, and a Service Award.** The Settlement provides that Class Counsel may apply to the Court for an award of reasonable attorneys' fees and expenses, not to exceed \$730,000. The Settlement further provides that Class Counsel may also request a Service Award for Class Representative in an amount not to exceed \$2,500 in recognition for his contribution to the Action and business

practice changes. The motion for fees, expenses and Service Award will be available on the Settlement website after it is filed with the Court.

The Parties agreed to the remedial measures and injunctive relief that comprise the core benefit of the Settlement before negotiating the maximum amounts of attorneys' fees and expenses Class Counsel could seek from Epoch

Times subject to Court approval. The Parties further agreed they will accept and not appeal the Court's award of attorneys' fees and expenses.

Any requests for attorneys' fees, costs and Service Awards made to the Court will be subject to the Court's determination at final approval. Those requests are and will be available for review on the Settlement website at [www.EpochTimesVPPASettlement.com](http://www.EpochTimesVPPASettlement.com).

**Your Right to Object.** As a Settlement Class Member, you have the right to object to the Settlement if you don't like any part of it, including Class Counsel's request for attorney's fees and expenses and/or the request for a Service Award for the Class Representative. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement, though it may modify the amount of attorneys' fees and expenses requested. To be valid, your objection must be in writing, made only to the Court, and must be filed or postmarked by April 22, 2024. If you file a timely written objection, you may, but are not required to, appear at the Final Approval hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must: (a) clearly identify the case name and number: *Czarnionka v. The Epoch Times Association, Inc.*, Case No.: 1:22-cv-06348-AKH, (b) include the basis for the objection, and (c) be filed or postmarked on or before April 22, 2024. If you do not submit a timely written objection, or if you do not request participation in the Final Approval hearing, you will not be able to participate in the Final Approval hearing.

**The Final Approval Hearing.** The Court will hold a Final Approval hearing on May 28, 2024, at the United States District Court for the Southern District of New York, Daniel Patrick Moynihan U.S. Courthouse, 500 Pearl Street, New York, New York 10007 before the Honorable Alvin Hellerstein. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may also decide Class Counsel's application for attorneys' fees and expenses and a Service Award for the Class Representative. The Court may change the date or time of the Final Approval hearing without further notice, so please check the Settlement website for any changes.

**Contacting Class Counsel.** Class Counsel may be contacted as follows:

Douglas I. Cuthbertson  
Email: [epochtimesVPPAsettlement@lchb.com](mailto:epochtimesVPPAsettlement@lchb.com)  
LIEFF CABRASER HEIMANN & BERNSTEIN  
LLP  
250 Hudson Street, 8th Floor  
New York, NY 10013

Hank Bates  
Email: [info@cbplaw.com](mailto:info@cbplaw.com)  
CARNEY BATES & PULLIAM, PLLC  
519 W. 7th Street  
Little Rock, Arkansas 72201

**How do I get more information?** This notice contains only a summary of the Action, proceedings to date, and the Settlement. Complete copies of public pleadings, Court rulings and other filings are available for review and copying at the office of the Clerk of the Court for the United States District Court for the Southern District of New York, Daniel Patrick Moynihan U.S. Courthouse, 500 Pearl Street, New York, New York 10007, between 8:30 a.m. and 5:00 p.m., Monday through Friday, excluding Court holidays. Additional information is also available on the Settlement website, under the Documents tab, or by contacting Class Counsel at the address provided above.

**PLEASE DO NOT CONTACT THE COURT, THE CLERK'S OFFICE, DEFENDANT, OR DEFENDANT'S COUNSEL TO ASK QUESTIONS ABOUT THE ACTION OR THIS NOTICE. THEY CANNOT ANSWER ANY QUESTIONS OR DISCUSS THE ACTION.**