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UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

CAT BROOKS and RASHEED SHABAZZ, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

THOMSON REUTERS CORPORATION,

Defendant.

Case No. 3:21-cv-01418-EMC-KAW

JOINT STATEMENT REGARDING POST-DISTRIBUTION ACCOUNTING

Judge: Hon. Edward M. Chen

Pursuant to Civil Local Rule 16-10(d) and the Northern District of California Class Action Settlement Guidelines,[1] the parties submit the following statement regarding post-distribution accounting.

A Declaration from Angeion Group, the Settlement Administrator in this case, setting out the information requested in the Northern District of California's post-distribution accounting guidelines[2] is attached to this statement as **Exhibit 1**. The parties submit this statement to provide additional information to the Court regarding the distribution of settlement funds.

Distribution of Settlement Funds

This Court granted Plaintiffs' Motion for Final Approval of Class Action Settlement, ECF No. 280, on February 21, 2025. Distribution of the Settlement to the class proceeded as follows. The Court-appointed Settlement Administrator, Angeion Group, mailed checks to class members who elected to receive physical checks on April 15, 2025, and sent out digital payments to class members who elected to receive digital payments on April 22, 2025. ECF No. 286 at 2.

A small percentage of class members elected to receive digital payments, but had issues receiving those payments (for example, they inputted old account numbers in their claim form). *Id.* Angeion worked with those class members to get an updated payment method selected by June 19, 2025. *Id.* Angeion sent out the "second chance" digital payments to class members who provided updated payment information and chose to receive digital payments through PayPal or Venmo on June 30, 2025. *Id.* On July 3, 2025, Angeion reissued "second chance" paper checks to class members who selected paper checks on their original claim forms, but had that check returned (such as for an invalid address) or did not cash the checks within the initial 30-day

[1] Available at https://cand.uscourts.gov/attorneys/attorney-practice-resources (last visited October 14, 2025).

[2] Available at https://cand.uscourts.gov/sites/default/files/wp-content/uploads/forms/civil-forms/CAND_Post_Settlement_Distribution_Form_2024-03-12.a.pdf (last visited October 14, 2025).

void period, and, upon follow-up from Angeion, the class member chose to receive a second paper check or did not select any new digital method for the second chance payment. *Id.*

Of those "second chance" class members, a small percentage experienced a second payment failure. Angeion issued those class members paper checks in early September, which were valid until early October. *See id.* Accordingly, Angeion has now completed distribution to class members pursuant to the Court-approved settlement distribution plan. The final distribution figures are further described in the attached post-distribution accounting declaration from Angeion. Shaffer Decl., ¶¶ 1-6. In sum, $19,407,606.24 was successfully claimed by class members. *Id.* at ¶ 5. That yields a 99.28% success rate for distribution of the net settlement amount.

While the distribution to class members was highly successful, $136,739.59 remains unclaimed in the settlement fund. *Id.* Based on Angeion's professional experience, additional distributions directly to class members are not feasible, given the low amount of the remainder relative to the 124,336 second-distribution claimants,[3] and the expense of additional distribution to those class members. *Id.* at ¶ 6. Pursuant to the settlement agreement, ECF No. 282 at Section X.1., the parties thus submit a proposed *cy pres* recipient for the $136,739.59 residual settlement fund.

The parties here propose that the $136,739.59 remainder be distributed to Consumer Reports as the *cy pres* recipient. Consumer Reports has submitted a letter to the parties regarding its suitability as a *cy pres* recipient, which is attached to this Joint Statement for the Court's consideration as **Exhibit 2**. Consumer Reports meets the standard as an appropriate "next best distribution" to direct distribution to class members here. *See Cy Pres* Letter from Consumer Reports [CR Letter], **Exhibit 2**; *In re VNGR Beverage, LLC Litig.*, No. 24-CV-03229-HSG, 2025 WL 1489714, at *6 (N.D. Cal. May 23, 2025) (discussing standard for approval of *cy pres* recipient for unclaimed remainder funds in a class action); *see also Dennis v. Kellogg Co.*, 697

[3] 125,241 total validated claimants, less the 905 claimants who have not yet cashed their checks. Shaffer Decl., ¶ 6.

F.3d 858, 865 (9th Cir. 2012) (same). In order to qualify as an appropriate *cy pres* recipient, there must be a "driving nexus between the plaintiff class and the *cy pres* beneficiaries." *Dennis*, 697 F.3d at 865.

Consumer Reports is a nonprofit organization with a long history of working to protect consumers in the marketplace. CR Letter. Consumer Reports' advocacy on behalf of consumers includes a robust practice of protecting consumer privacy. *Id.* Consumer Reports was an advocate supporting the passage of the California Consumer Privacy Act (CCPA), and actively works on behalf of consumers to monitor organizations' CCPA compliance. *Id.* Consumer Reports participates in FCC and FTC notice-and-comment rulemakings, and works to empower consumers through journalism, mobilization, and consumer-facing tools that assist consumers to exercise better control of their personal data in the marketplace. *Id.* For example, Consumer Reports developed *Permission Slip*, a free mobile application to enable users to assert their digital rights by sending hundreds of companies legally enforceable requests to stop selling or to delete their personal data. *Id.* And Consumer Reports coordinates Global Privacy Control, a browser application consumers in California can use to better control the collection and use of data about them as they browse the internet. *Id.*

Consumer Reports has been approved by courts as a *cy pres* recipient in several other class action lawsuits, including cases with related subject matter as this litigation. *Id.*; *see also In re Google LLC Street View*, 611 F.Supp.3d 872, 896 (N.D. Cal. Mar. 18, 2020) (approving settlement with *cy pres* distribution to Consumer Reports, among other organizations, in case regarding Google's alleged interception and storage of class member communications); *In re Google Inc. St. View Elec. Commc'ns Litig.*, 21 F.4th 1102, 1109, 1122 (9th Cir. 2021) (affirming settlement approval); *Cottle v. Plaid Inc.*, Case No. 4:20-cv-03056-DMR, ECF Nos. 153, 184 (N.D. Cal. July 20, 2022) (approving settlement with *cy pres* remainder to Consumer Reports in case regarding alleged corporate use and sale of consumer personal information without consumers' consent); *Cortes v. Nat'l Credit Adjusters, L.L.C.*, No. 216CV00823MCEEFB, 2022 WL 16725056, at *1 (E.D. Cal. Oct. 6, 2022) (affirming distribution of residual class settlement funds to Consumer Reports as appropriate recipient based on Consumer Reports work "to protect consumers against invasions of their privacy and peace"); *Thomas H. Krakauer v. Dish Network LLC*, Case No. 1:14-cv-00333-CCE-JEP, ECF No. 682 (M.D.N.C. Mar. 29, 2024) (Consumer Reports awarded remainder *cy pres* distributions in class settlement regarding consumer privacy violations).

Consumer Reports has confirmed its independence from the Court, the parties, or the attorneys who have litigated this case, and has no conflicts that might impede its approval as a *cy pres* recipient here. CR Letter. Because Consumer Reports qualifies as an appropriate "next best distribution" in this case regarding consumers' right to control their personal information, the parties request that the Court approve the settlement administrator to distribute the residual settlement funds ($136,739.59) to Consumer Reports.

Distributions to Class Members Who Selected Prepaid Virtual Payment Cards

Of the 125,241 total validated claims, 25,055 (20.01%) selected payment through a virtual prepaid card option. Shaffer Decl. at ¶ 5. When these class members selected their payment option, they were provided information about the details of the prepaid Mastercard, including the card terms and conditions. *Id.* at ¶ 22. Those class members received their digital prepaid card on April 22, 2025. ECF No. 286 at 2.

Shortly after these payments were distributed to class members, on April 24, 2025, a lawsuit was filed in the Eastern District of Pennsylvania, alleging that Angeion (along with other settlement administrators) steered class members to accept settlement funds through prepaid Mastercards because they had undisclosed agreements with the servicers of the prepaid Mastercards that resulted in the companies receiving undisclosed revenues when class members selected the prepaid card option. *Baker v. Angeion Group LLC*, No. 2:25-cv-02079, ECF No. 1 (E.D. Pa., Apr. 24, 2025). Angeion contests any allegations of wrongdoing. Class Counsel was unaware of any financial relationship between Angeion and the prepaid card servicer prior to the filing of this lawsuit.

In this case, class members were not steered towards prepaid cards as a default or sole option. In fact, there was no "default" payment option for class members, who were able to select freely between ACH payments, physical checks, PayPal, Venmo, Zelle, or the prepaid card option. *See* Shaffer Decl. at ¶ 5. Ultimately, 67.9% of class members selected Venmo, Zelle, or PayPal, 20.01% selected prepaid cards, and the remainder, 12.09%, selected ACH or physical check. *Id.*

According to Angeion, the prepaid Mastercard sent to Class Members in this litigation is serviced by Blackhawk Engagement Solutions. *Id.* at ¶10. Angeion has a contract with Blackhawk that sets forth general terms for engagements in which Angeion subcontracts with Blackhawk to provide a pre-paid digital payment card option. The revenue from Blackhawk received by Angeion does not result in any increased cost to the settlement account, does not depend on the extent to which class members in this case use or do not use their cards, and does not reduce the funds available to be distributed to Class Members in this case. *Id.* at ¶¶ 20-21. Angeion has not shared its agreements with Blackhawk either with Class Counsel or with counsel in other cases. *See Cabrera v. Google LLC*, No. 5:11-CV-01263-EJD, 2025 WL 2494429, at *4-5 (N.D. Cal. Aug. 29, 2025); *In re: Facebook, Inc. Consumer Privacy User Profile Litig.*, No. 3:18-md-02843-VC, ECF No. 1238 at 3 (N.D. Cal. Aug. 14, 2025). However, Angeion has shared these agreements with these courts *in camera*, and in both cases, the pre-paid cards were approved to remain in both settlements and Angeion remained settlement administrator. *Cabrera*, 2025 WL 2494429, at *4-5; *In re: Facebook, Inc. Consumer Privacy*, ECF No. 1241 (N.D. Cal. Aug. 27, 2025).

The parties have taken the following steps to provide this information again to class members who chose the prepaid card option. First, they updated the settlement website in this case to ensure that class members had access to this information as well. *See Cabrera*, 2025 WL 2494429, at *5 (granting final approval to class settlement with Angeion as administrator after *in camera* review of Angeion's contractual agreement with prepaid card servicer, but ordering a similar disclosure to be placed on the settlement website); Shaffer Decl. ¶ 22. Second, they updated the settlement website to include additional information about the fees that class members may be charged in connection with the prepaid Mastercard option in this litigation. Those fees, which were also disclosed to class members when they selected their payment option, include an inactivity fee (of $0.95 per month) that begins after 12 months without any transactions on the card. *See id.* at ¶¶ 14, 22. If class members do not want to use the prepaid card directly, they have the option to transfer the funds left on the card to their bank account and there are no fees for such transfers. *Id.* at ¶ 7. Accordingly, there is already a built-in mechanism for any class member who selected the prepaid card to redirect their payment to their bank account through no additional cost. *Id*. Inactivity service fees charged against the balance on a dormant pre-paid digital payment card will be restored and added back to the value of the card if Blackhawk determines through a periodic review of account activity that the Class Member re-engages through a use of value on the card following a service fee assessment, which is done automatically by Blackhawk. *Id.* at ¶¶ 7, 17. All of this information is available to class members on the settlement website as of October 7, and again was shared at the outset in the card terms and conditions provided to class members when they submitted their payment selection. *Id.* at ¶¶ 22.

No class members here have yet to incur inactivity fees, which would not begin to accrue until, at the earliest, April 2026. *See id.* at ¶ 7. At 11 months of inactivity (a month prior to the first inactivity fee), class members will receive an email from the card servicer reminding them that they have an unused balance on the prepaid card, and notifying them that if they do not begin to use the card, they will accrue inactivity fees. *Id.* Angeion does not have insight into the percentage of class members who have already used their prepaid cards, as once the card is successfully redeemed by the class member and the payment has been distributed out of the settlement fund, Angeion no longer has any view into how the class members use (or whether they use) the funds they received. *See id.* at ¶¶ 20-21. Contact information for Blackhawk, the card servicer, was also made available to class members when they selected their payment option, and was added to the settlement website in this case. *Id.* at ¶ 22.

At this stage, class members have successfully received 99.28% of the net settlement fund that this Court approved in its Final Approval Order. With a small remainder distribution to Consumer Reports, all funds will be successfully distributed consistent with the best interests of the class.

If the Court would like an employee from Angeion to attend the post-distribution accounting hearing to be held over Zoom on November 4, Angeion will be happy to attend. The parties ask that, should the Court seek to have an Angeion attendee at the status conference, it inform class counsel in the notice of the hearing or by email prior to the hearing.

DATED: October 28, 2025

GIBBS MURA LLP

Respectfully submitted,

/s/ *Andre M. Mura*

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DATED: October 28, 2025

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Thomson Reuters Corporation

[PROPOSED] ORDER

The parties' request for *cy pres* distribution of residual settlement funds is GRANTED. Consumer Reports, a nationwide non-profit organization with a robust history of consumer privacy advocacy in California, has a driving nexus to the privacy claims asserted on behalf of Californians in this action. *Dennis*, 697 F.3d at 865. Consumer Reports qualifies as the "next best recipient" for the small remainder of the settlement fund here, which cannot feasibly be distributed directly to class members. *See id.* Accordingly, the Court approves Consumer Reports as the *cy pres* recipient of the residual settlement funds. The Settlement Administrator is directed to distribute the residual settlement funds to Consumer Reports within 90 days of this Order.

DATED: ____________________

____
The Hon. Edward M. Chen
United States District Judge

ATTESTATION

Pursuant to Civil Local Rule 5-1(i)(3), I attest that concurrence in the filing of this document has been obtained from the other signatory.

/s/ Andre M. Mura

EXHIBIT 1

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UNITED STATES DISTRICT COURT
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v.

THOMSON REUTERS CORPORATION,

Defendants.

Case No. 3:21-cv-01418-EMC-KAW

DECLARATION OF JONATHAN P. SHAFFER WITH POST-DISTRIBUTION ACCOUNTING

I, Jonathan P. Shaffer, declare and state as follows:

1. I am a Senior Project Manager with Angeion Group ("Angeion"), located at 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. I am over 21 years of age and am not a party to this action and I have personal knowledge of the facts set forth herein.

2. Angeion submitted declarations leading up to Final Approval of the Settlement in this action, detailing the services Angeion provided in: mailing CAFA Notices, creating and implementing a media notice program (including digital banner ads, Social Media ads (Facebook, Instagram, YouTube), Legal Influencer videos (Instagram and TikTok), Paid Search, Sponsored Class Action Website Listing, and a press release), creating a website with an online claims portal, processing Claims and requests for exclusions, corresponding with Claimants, and communicating with the Parties' counsel regarding each of these steps; and the result of those services. (Dkt. Nos. 273-2 and 277).

3. On February 21, 2025, the Court granted final approval to the Settlement and ordered that a Post-Distribution Accounting be filed with the Court and posted on the Settlement Website within 21 days after the completion of the distribution of settlement funds (Dkt. No. 80).

4. On April 15, 2025, Angeion sent distribution payments to the claimants who submitted valid claims.

5. Pursuant to the United States District Court for the Northern District of California's Procedural Guidance for Class Action Settlements, Angeion Group, LLC submits the following Post Distribution Accounting Report:

SETTLEMENT DETAILS	
Total Settlement Fund	Gross Settlement Fund: $27,646,323.75[1]
Total Number of Class Members	up to 40,000,000

[1] $27,500,000 in initial funding plus $146,323.75 interest received.

NOTICE DETAILS	
Methods of Notice	Media Notice ▪ Banner Ads ▪ Social Media Ads ▪ Paid Search ▪ Legal Influencer videos ▪ Sponsored Class Action Website Listing ▪ Press Release
Total Number of Digital Banner Ad Impressions Served	51,555,443
Total Number of Social Media Ad Impressions Served	24,959,875

CLAIM FORM SUBMISSIONS, EXCLUSIONS AND OBJECTIONS	
Total Number of Claim Forms Submitted	752,034 Claim form Submissions ▪ 750,439 On-line submissions ▪ 1,595 Mail submissions
Total Number of Valid Claim Forms Submitted and Approved	125,241[2]
Percentage of Valid Claim Forms (relative to Class)	0.313%
Total Number of Opt-Outs Submitted	50
Percentage of Opt-Outs Submitted (relative to Class)	0.000001%
Total Number of Objections Submitted	0
Percentage of Objections Submitted	0.000%

[2] For more information regarding the significant volume of fraudulent claims, see the Declaration of Steve Weisbrot, ECF No. 273-2 (unredacted and filed under seal at ECF No. 272-3).

SETTLEMENT PAYMENT DETAILS	
Method(s) of Payment to Class Members	Physical Checks sent by the United States Postal Service ("USPS") first-class mail, postage prepaid; Venmo, Zelle and Virtual Prepaid Card.
Total Number of Cash Payments Issued to Class Members	125,241
Total Class Members distributed via ACH (% of Total)	4,434 (3.54%)
Total Class Members distributed via Checks (% of Total)	10,707 (8.55%)
Total Class Members distributed via PayPal (% of Total)	24,035 (19.19%)
Total Class Members distributed via Venmo (% of Total)	35,712 (28.51%)
Total Class Members distributed via Virtual Prepaid Cards (% of Total)	25,055 (20.01%)
Total Class Members distributed via Zelle (% of Total)	25,298 (20.20%)
Total Cash Amount Distributed to Class Members	19,548,867.69
Average Recovery Per Claimant	Each claimant received $156.09.
Median Recovery Per Claimant	Each claimant received $156.09.
Total Number of Payments Issued to Class Members and **Not** Cashed/Cleared	As of October 17, 2025, 905 checks have not been cashed.
Total Value of Payments **Not** Cashed/Cleared	As of October 17, 2025, checks worth a total of $141,261.45 have not been cashed.
Total Number of Payments Issued to Class Members that **have** Cashed/Cleared	As of October 17, 2025, 124,336 checks have cashed/cleared.

Total Value of Payments that **have** Cashed/Cleared	As of October 17, 2025, checks worth a total of $19,407,606.24 have cashed/cleared.
Smallest Payment Amount	$156.09
Largest Payment Amount	$156.09
Total Amount Remaining in Settlement Fund	$136,739.59
Total Administration Costs	$545,000.00
Attorneys' Fees	$6,875,000.00
Attorneys' Costs Excluding Expert Costs	$402,851.54
Expert Costs	$268,033.75
Attorneys' Fees as a Percentage of the Settlement Fund	25%
Total Attorneys' Fees and Costs	$7,545,885.29
Plaintiffs' counsel's final lodestar total	$5,559,647.50
Lodestar Multiplier	1.24

6. A second distribution to Authorized Claimants[3] is not economically feasible in my professional opinion. Angeion estimates the administrative cost to effectuate a second round of payments to the 124,336 Authorized Claimants would be approximately $49,167. After deducting anticipated administration costs, there would be approximately $87,572.59 remaining in the Settlement Fund that could be distributed to Authorized Claimants. The pro rata payment amount would be approximately $0.70 per Claimant, as reflected in the chart below. It has been Angeion's general experience that lower check amounts often result in a higher percentage of uncashed checks, as Class Members are less motivated to cash/negotiate a check for that lower amount. Furthermore,

[3] Authorized Claimants are Class Members who have successfully received their payment and excludes the 905 individuals who have not yet cashed their checks.

the costs associated with distributing the payments would surpass the actual value of the payment itself. In light of this, Angeion has recommended to the Parties that a second distribution is not economically feasible and recommends the remaining funds be distributed pro rata to Cy Pres Recipient(s), as contemplated in the Parties' settlement agreement and the Court's Final Approval Order.

Second Distribution Fund Calculation	
Total Amount Remaining in the Settlement Fund	$136,739.59
Approximate Administrative Costs to Effectuate a Second Distribution	$49,167
Approximate Total Remaining in the Settlement Fund for a Second Distribution	$87,572.59

Second Distribution Class Member Pro Rata Settlement Benefit	
124,336 @ $0.70	$87,035.20
Rounding Variance (Undistributed)	$537.39

7. The pre-paid digital payment card (virtual Prepaid Mastercard) product offered to Settlement Class Members in this case has many of the features of pre-paid digital payment cards offered outside the class action context, but also includes certain additional consumer-friendly features designed specifically for class action usage, including:

a) No activation or load fees;
b) The ability of the cardholder to transfer balances at any time and at no cost to the cardholder;
c) No inactivity fees to the cardholder until after 12 consecutive months of inactivity;
d) Proactive email reminder to cardholders at 11 months to encourage use; and,

e) Refund of inactivity fees if the cardholder re-engages through a use of value on the card following service fee assessment.

8. Angeion directs the distribution of funds from the Settlement Account to Class Members via digital payment options through enterprise-wide agreements with two vendors: Digital Disbursements[4] and Blackhawk.

9. Digital Disbursements is responsible for establishing and implementing the payment election feature on the Settlement Website that allows Class Members to select their preferred payment method from the menu of digital payment options. At the time of distribution, Digital Disbursements facilitates digital payments to Settlement Class Members through Venmo and Direct Deposit.

10. Blackhawk is the digital payment solutions vendor engaged to facilitate and manage pre-paid digital payment cards issued by the bank to Class Members.

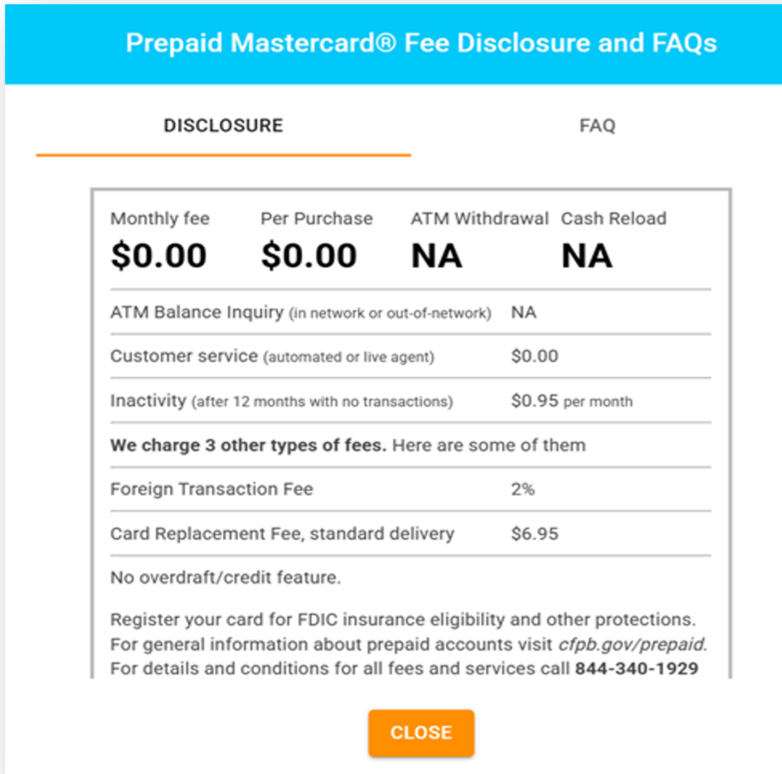
11. Upon receipt, Class Members can use their digital payment card to complete purchases wherever virtual Mastercard is accepted. Class Members also can choose to transfer the existing balance loaded to their digital payment card to another account at any time (via Zelle, ACH, Venmo, or PayPal) for no fee.

12. It is my further understanding that Class Members retain the full value of their balances at all times, apart from the potential imposition of certain fully disclosed fees and the state-law-required escheatment process described below.

13. The Settlement Website disclosed to Class Members that after a 12-month period of inactivity on a digital payment card, the digital payment card will incur inactivity service fees from the card issuer on any remaining balance until activity resumes.

14. The Settlement Website describes information relating to the prepaid Mastercard, including the following information concerning inactivity and other fees:

[4] https://www.digitaldisbursements.com/.



Prepaid Mastercard® Fee Disclosure and FAQs

DISCLOSURE FAQ

Monthly fee	Per Purchase	ATM Withdrawal	Cash Reload
$0.00	**$0.00**	**NA**	**NA**

ATM Balance Inquiry (in network or out-of-network)	NA
Customer service (automated or live agent)	$0.00
Inactivity (after 12 months with no transactions)	$0.95 per month
We charge 3 other types of fees. Here are some of them	
Foreign Transaction Fee	2%
Card Replacement Fee, standard delivery	$6.95

No overdraft/credit feature.

Register your card for FDIC insurance eligibility and other protections. For general information about prepaid accounts visit *cfpb.gov/prepaid.* For details and conditions for all fees and services call **844-340-1929**

CLOSE

15. Class Members who receive a digital payment card can avoid inactivity service fees simply by using the value of the card at least once every twelve months or by transferring all or part of the value of the card to another account via Zelle, ACH, Venmo, or PayPal.

16. A "Card Replacement Fee" only would be incurred by Class Members who choose to request a physical card as opposed to using the virtual card provided by email. A "Foreign Transaction Fee" only would be incurred by Class Members who choose to use the card for foreign transactions.

17. It is also my understanding that any inactivity service fees charged against the balance on a dormant pre-paid digital payment card will be restored and added back to the value of the card if Blackhawk determines, through a periodic review of account activity, that the Class Member re-engages through a use of value on the card following service fee assessment. This will be done automatically by Blackhawk. This feature, in addition to those noted above, makes the pre-paid digital card offered as a payment option to Class Members more consumer-friendly than other types of payment or gift cards available on the market.

18. In any case, no portion of any inactivity or other service fee applied to any Class Member's card is paid to Angeion.

19. In certain settlements, Angeion generates revenue in connection with class settlements in addition to amounts paid from the class settlement fund.

20. Angeion may receive revenue in connection with settlements apart from payments from the settlement itself, including with respect to settlements for which Blackhawk acts as Angeion's subcontractor as the issuer of pre-paid cards to Class Members. The revenue generated by Angeion from Blackhawk does not result in any increased cost to the settlement account, does not depend on the extent to which class members in this case use or do not use their cards, and does not reduce the funds available to be distributed to Class Members in this case.

21. The timing and/or extent to which Class Members who elect the digital payment card actually use the funds on the card has no impact on Angeion's compensation from Blackhawk. In other words, Angeion's remuneration from Blackhawk is in no way dependent on Class Members using the digital payment cards they receive as part of the Settlement. Angeion intends to work with the parties to ensure that as many Class Members as possible who have elected to digital payment cards use them.

22. On October 7, 2025, Angeion updated the Settlement Website (www.clearprivacysettlement.com) by adding a Frequently Asked Question (FAQ) regarding the virtual Prepaid Mastercard. Much of information in this FAQ was previously available on the claim submission page. The FAQ explains much of the above as a simplified version of the terms and conditions, and that Angeion and Blackhawk have a contract that sets forth general terms for engagements in which Angeion subcontracts with Blackhawk to provide a pre-paid digital payment card option. Finally, the FAQ provides contact information for cardholder support (offered by

Blackhawk) should Class Members have any additional questions. A representative copy of the website's FAQ is attached here to as Exhibit A.

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

Executed on October 28, 2025.

Jonathan P. Shaffer

Exhibit A

Brooks v. Thomson Reuters Corp.

Case No. 3:21-cv-01418

United States District Court for the Northern District of California

FAQs

Key Resources

20. Prepaid Mastercard**

**When you selected your payment option, you were given information about the details of the Prepaid Mastercard. For your convenience, we are updating the FAQs to also include this information.

Q1. What are the key terms of the Prepaid Mastercard Payment Selection?

A1.

DISCLOSURE			
Monthly fee	Per Purchase Fee	ATM Withdrawal	Cash Reload
$0.00	**$0.00**	**NA**	**NA**
ATM Balance Inquiry (in network or out-of-network)			NA
Customer service (automated or live agent)			$0.00
We charge 3 other types of fees:			
Inactivity (after 12 months with no transactions)			$0.95 per month
Foreign Transaction Fee			2%
Card Replacement Fee, standard delivery			$6.95
No overdraft/credit feature. Register your card for FDIC insurance eligibility and other protections. For general information about prepaid accounts visit cfpb.gov/prepaid. For details and conditions for all fees and services call 844-340-1929 (toll free in USA); 682-324-9995 (outside USA) or visit www.MyPrepaidCenter.com.			
Disbursements Prepaid Mastercard Virtual Card is issued by Pathward®, N.A., Member FDIC, pursuant to license by Mastercard International Incorporated. Card is serviced by Blackhawk Network.			
Mastercard and the circles design are registered trademarks of Mastercard International Incorporated. Card has no cash access and cannot be used for recurring payments. Can be used where Debit Mastercard is accepted for online, phone/mail orders, or in stores that accept mobile wallet. Valid for up to 12 months. Funds do not expire and may be available after the expiration date, inactivity fee may apply. Terms and conditions apply.			

Q: How do I activate my Virtual Prepaid Mastercard?

A: You can activate your Virtual Prepaid Mastercard by clicking on the link in your notification email.

Q: Can I transfer funds to my bank account?

A: Yes, You can transfer your remaining card balance to your bank account at no charge.

Q: Who runs the Prepaid Mastercard, and who do I contact if I have more questions about the card terms?

A: The Prepaid Mastercard is issued by Pathward® and serviced by Blackhawk Engagement Solutions. Angeion (the settlement administrator in this case) and Blackhawk have a contract that sets forth general terms for engagements in which Angeion subcontracts with Blackhawk to provide a pre-paid digital payment card option. Angeion receives income from Blackhawk when Blackhawk issues a pre-paid card to a Class Member. The income Angeion receives from Blackhawk will not diminish or otherwise impact any of the Settlement proceeds available for, or distributed to Class Members in this case.

If you have questions about the terms of your Prepaid Mastercard, you may reach Blackhawk's cardholder support at **1-844-340-1929**.

EXHIBIT 2

Consumer Reports

October 22, 2025

The Honorable Edward M. Chen
United States District Court for the Northern District of California
450 Golden Gate Avenue, San Francisco, CA 94102
RE: Brooks v. Thomson Reuters Corp., Case No. 3:21-cv-01418-EMC

Dear Judge Chen,

Consumer Reports (CR) is an independent, nonprofit, and nonpartisan organization dedicated to creating a fair and just marketplace for all. For nearly ninety years, we have empowered consumers by combining research and testing, investigative journalism, consumer education, and effective advocacy. From seatbelts to standards for toxin-free baby-food, many of the safeguards in the marketplace we take for granted are the result of CR's work.

CR's Capacity and Work on Privacy

CR is the largest and most trusted consumer organization in the nation with laboratories, journalists, and policy teams focused on many issues including data privacy, digital rights, and financial fairness. Our work in the privacy space—especially within California—has contributed to the advancement of consumer protections in the digital marketplace. CR has played a central role in the passage, implementation, and enforcement of the California Consumer Privacy Act (CCPA). Recently, we co-sponsored the California Location Privacy Act, legislation that would create commonsense protections around the collection and use of consumers' precise geolocation data, including banning the sale of it outright. We help California residents exercise their data rights through Permission Slip, our free app through which consumers can send hundreds of companies legally enforceable requests to stop selling or delete their data. We also coordinate Global Privacy Control, a browser signal, legally binding in California, that informs websites of a user's privacy preferences.

CR's Approach to Cy Près Awards

Consumer Reports strongly supports the principle that settlements in class action cases should, whenever feasible, provide direct compensation to affected consumers. When direct distribution is not possible, however, we accept cy-près awards as an appropriate mechanism to advance the interests of the class and consumers in the marketplace.

Since the early 1980s, CR has managed more than sixty-five cy-près awards. These funds have enabled us to educate, engage, and protect consumers in ways that complement the goals of the underlying litigation. Through careful stewardship, we ensure that every cy-près award we receive is used to deliver benefits aligned with the intent of the settlement and the interests of the affected class.

Representative Cases

CR has previously been designated as a cy-près recipient in several significant privacy and consumer protection cases, including:

- **Thomas H. Krakauer v. Dish Network LLC**, Case No. 1:14-cv-00333-CCE-JEP (U.S. Court of Appeals for the Fourth Circuit, 2019). The Honorable Catherine C. Eagles of the Middle District of North Carolina presided. The case resulted in a judgment exceeding $60 million under the Telephone Consumer Protection Act (TCPA). CR was approved as one of the cy-près recipients as part of a competitive process. Our work focuses on increasing privacy protections such that telemarketers do not have access to the data required to target consumers.
- **Google LLC Street View**, Case No. 3:10-md-02184 (N.D. Cal. Mar. 18, 2020). The Honorable Charles R. Breyer presided over a $13 million settlement concerning allegations of unauthorized data collection from Wi-Fi networks. Through a competitive process, CR received a cy-près award to support consumer research, public awareness, and advocacy on data collection and privacy practices.
- **James Cottle, et al. v. Plaid Inc.**, Case No. 20-cv-03056-DMR (N.D. Cal. July 20, 2022). The Honorable Donna M. Ryu approved a $58 million settlement arising from allegations that Plaid collected and used consumer financial data without consent. CR was named a cy-près recipient for its work on data privacy education and advocacy.

Other cy-près awards of the last five years include:

- **Johns v. Visa (CA)** — California Court of Appeal, First Appellate District (underlying JCCP 4335, San Francisco Superior Court).
- **Visa/Mastercard credit-debit card litigation** — U.S. District Court, Eastern District of New York (MDL 1720; Payment Card Interchange Fee & Merchant Discount Antitrust Litigation).
- **Pool Products Distribution Market Antitrust Litigation** — U.S. District Court, Eastern District of Louisiana (MDL 2328).
- **Robrinzine v. Big Lots Stores, Inc.** — U.S. District Court, Northern District of Illinois.
- **Mollicone v. Universal Handicraft, Inc.** — U.S. District Court, Southern District of Florida.
- **Ramos v. Hopele of Fort Lauderdale, LLC** — U.S. District Court, Southern District of Florida (Fort Lauderdale Division).

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- **Koller v. Deoleo USA, Inc.** — U.S. District Court, Northern District of California (No. 3:14-cv-02400-RS).
- **Cortes v. National Credit Adjusters, LLC** — U.S. District Court, Eastern District of California (No. 2:16-cv-00823-MCE-EFB).
- **Will Kaupelis et al. v. Harbor Freight Tools USA, Inc.** — U.S. District Court, Central District of California (No. 8:19-cv-01203).
- **Jane Loomis v. Slendertone Distribution, Inc.** — U.S. District Court, Southern District of California (No. 3:19-cv-00854).
- **Vanover v. Helio LLC** — Superior Court of California, County of Los Angeles (Case No. BC414842).
- **Richard Desio et al. v. InSinkErator et al.** — U.S. District Court, Eastern District of Washington (No. 2:15-cv-00346).
- **Bechtel and Thoennes v. Sole Fitness (Fitness Equipment Services, LLC d/b/a Sole Fitness)** — U.S. District Court, Southern District of Ohio, Western Division (No. 1:19-cv-00726).
- **Keurig (K-Cups) Settlement** — U.S. District Court, Northern District of California (Smith v. Keurig Green Mountain, Inc., No. 4:18-cv-06690-HSG).
- **Woodard et al. v. Labrada** — U.S. District Court, Central District of California (No. 5:16- cv-00189-JGB-SP).
- **Walker v. Nautilus, Inc.** — U.S. District Court, Southern District of Ohio, Eastern Division (No. 2:20-cv-3414; Judge Edmund A. Sargus, Jr.).

Through each of these awards, CR's has managed funds to support initiatives that protect consumer interests.

Conflicts of Interest

Consumer Reports has no significant relationships with any of the individuals associated with this case including plaintiffs, defendants, counsel, and judicial representatives.

Summary

We appreciate the Court's consideration of Consumer Reports as a cy-près recipient for residual funds from Brooks v. Thomson Reuters Corp., Case No. 3:21-cv-01418-EMC. We are committed to ensuring that these funds are used to achieve outcomes consistent with the objectives of the litigation—benefiting consumers and promoting fair and transparent market practices through consumer-facing tools that help Californians exercise their privacy rights; policy and regulatory work aimed at data brokers; and research, public education, and watchdog reporting on broker practices.

Respectfully submitted,

Lynn Melander Moore

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