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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

ZARA LEVENTHAL, individually and on behalf of all others similarly situated, Plaintiff, vs. STREAMLABS, LLC, Defendant.	Case Number: 3:22-cv-01330-LB **SUPPLEMENTAL LONG FORM NOTICE OF CLASS ACTION SETTLEMENT EXTENDING CLAIM DEADLINE**

Attention Consumers Who Used Streamlabs To Donate To Video Content Creators Through Online Platforms (such as YouTube) and Were Enrolled In Streamlabs' Monthly Automatically Renewing "Streamlabs Pro" Subscription During The Period March 3, 2018 to May 17, 2022

This notice may affect your rights. Please read it carefully.

A court authorized this notice. This is not a solicitation from a lawyer.

- This class action settlement resolved a lawsuit filed in the United States District Court for the Northern District of California on behalf of a nationwide class of consumers against Streamlabs, LLC ("Streamlabs" or "Defendant"), *Zara Leventhal, et al. v. Streamlabs, LLC*, Case No. 3:22-cv-01330-LB. Plaintiff Zara Leventhal ("Plaintiff") alleged in the lawsuit that Streamlabs violated two California consumer laws by deceiving consumers into signing up for a subscription product, Streamlabs Pro, that has an automatically renewing monthly fee. Streamlabs allows content creators to stream their videos on platforms (such as YouTube) and to collect donations from viewers through third-party payment processors (such as PayPal). Streamlabs Pro allows donors to add GIFs or other effects (such as hearts, stars, or confetti) to messages that accompany the viewers' donations. Plaintiff added a GIF and was automatically enrolled in Streamlabs Pro at a monthly fee of $5.99. Plaintiff alleged that the $5.99 per month fee was deceptive because it suggested that it was a one-time fee and did not disclose that the $5.99 monthly fee would renew automatically, in violation of California law.
- The lawsuit sought a court order to stop these practices and to refund monthly subscription fees. Streamlabs denies these claims, denies that it has engaged in any wrongdoing, and contends that its disclosures regarding its Streamlabs Pro subscription fairly described the nature of the subscription and the automatic renewal features of Streamlabs Pro. To avoid the costs and inherent uncertainty of litigation, however, and without admitting it engaged in any of the practices Plaintiff alleged, Streamlabs agreed to this settlement.
- In connection with this settlement, Settlement Class Members who file valid Proof of Claim forms (either electronically or by mail) will be entitled to a pro-rata share of the Net Settlement Fund

(i.e., $4,400,000, less Court awarded attorneys' fees, costs, and expenses and any award to the Plaintiff, as described in this notice).

- The lawyers who brought the lawsuit were awarded and paid from the Settlement Fund fees and expenses for investigating the facts, litigating the case, and negotiating the settlement (the "Fee and Expense Amount"). This Fee and Expense Amount included the fees and expenses incurred by Plaintiff's Counsel in connection with the prosecution and settlement of the lawsuit.
- The lawyers who brought the lawsuit additionally asked for an award for the plaintiff, Zara Leventhal ("Plaintiff"), who initially brought this lawsuit. This was requested as an Incentive Award, to compensate the Plaintiff for taking on the risks of pursuing this litigation, her active participation in the lawsuit, including attending the mediation session before the neutral mediator, John Bates, from JAMS. The Court granted the Incentive Award to the Plaintiff.
- **Your legal rights are affected whether you act or don't act. Read this notice carefully.**
- This notice summarizes the settlement which was previously approved by the Court. For the precise terms and conditions of the settlement, please see the settlement agreement available at www.StreamlabsClassActionSettlement.com, contact the Claim Administrator by emailing info@StreamlabsClassActionSettlement.com, calling 1-888-817-7075 or writing to Streamlabs Class Action Settlement, c/o Claim Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103; or access the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at https://ecf.cand.uscourts.gov, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, San Francisco Courthouse, 450 Golden Gate Ave., San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.. You may also contact class counsel at Wolf Popper LLP, 845 Third Avenue, New York, NY 10022, or by phone at 212-759-4600.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT

	DEADLINE
SUBMIT A CLAIM FORM	The only way to receive payment, i.e., pro-rated refunds for your Streamlabs Pro subscription. **EXPIRED ORIGINAL DEADLINE: March 31, 2025** **EXTENDED DEADLINE: MARCH 31, 2026**
EXCLUDE YOURSELF	Get out of the lawsuit and the settlement. This is the only option that allows you to ever bring or join another lawsuit against Streamlabs that raises the same legal claims released by this settlement. You will receive no payment. **EXPIRED DEADLINE: January 9, 2025**
OBJECT OR COMMENT	Write to the Court about why you do or don't like the settlement, the amount of requested attorneys' fees and expenses, or the payment to the Plaintiff. You may also submit a Claim Form if you object. **EXPIRED DEADLINE: January 9, 2025**
GO TO A HEARING	The hearing was held on **January 30, 2025 at 9:30 a.m.**, at which the Court approved the fairness of the settlement, the amount of attorneys' fees and expenses, and the payment to the Plaintiff.
DO NOTHING	You will receive no payment and have no right to sue later for the claims released by the settlement.

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of this case already approved the settlement.

Final Approval Hearing

On **January 30, 2025**, at **9:30 a.m.**, the Court held a hearing and determined (1) the proposed settlement is fair, reasonable, and adequate and was approved; (2) granted the application

for attorneys' fees, costs, and/or expenses brought by the Class Counsel; and (3) granted the application for a payment to the Plaintiff who brought the lawsuit.

Important Dates

March 31, 2025: Original Claim Submission Deadline-**This deadline has been extended to March 31, 2026**

January 9, 2025: Objection Deadline - EXPIRED

January 9, 2025: Exclusion Deadline - EXPIRED

January 30, 2025: Final Approval Hearing – ALREADY HELD AND THE COURT APPROVED THE SETTLEMENT

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1. What Is The Lawsuit About?

This lawsuit is a class action brought by plaintiff against Streamlabs for alleged violations of

two California consumer laws: the California Consumers Legal Remedies Act ("CLRA"), Cal. Civ. Code §§1750 *et seq.*, and the California Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code §§17200 *et seq.* (ECF 1).

This Action alleged, on behalf of a nationwide class, that Streamlabs deceived consumers into signing up for a subscription product, Streamlabs Pro, that has an automatically renewing monthly fee. Streamlabs allows content creators to stream their videos on platforms (such as YouTube) and to collect donations from viewers through third-party payment processors (such as PayPal). Streamlabs Pro allows donors to add GIFs or other effects (such as hearts, stars, or confetti) to messages that accompany the viewers' donations. Plaintiff added a GIF and was automatically enrolled in Streamlabs Pro at a monthly fee of $5.99. Plaintiff alleged that the $5.99 per month fee was deceptive because it suggested that it was a one-time fee and did not disclose that the $5.99 monthly fee would renew automatically, in violation of the CLRA and the UCL.

Streamlabs denies all of Plaintiff's allegations and charges of wrongdoing or liability against it arising out of any of the conduct, statements, acts, or omissions alleged in the lawsuit. Streamlabs also denies that any person has suffered damage or harm by reason of any alleged conduct, statement, act or omission on the part of Streamlabs.

For purposes of settlement only, the Court certified a Settlement Class. The Settlement Class consists of:

> All Persons in the United States who, during the period March 3, 2018 through May 17, 2022, were enrolled in a Streamlabs Pro automatic renewal subscription after adding a GIF or effect to their donation, and were then billed a monthly fee for the subscription (after their first charge for their initial GIF or effect).

The Settlement Class excludes: (1) all officers, directors, and employees of Streamlabs and members of their families; (2) all officers, directors, and employees of Logitech and members of their families; (3) the Mediator, and any member of his immediate family; (4) any government entity; (5) any Settlement Class Members who have received refunds of all the monies that they paid for their Streamlabs Pro subscriptions; (6) any Persons who timely opt out of the Settlement

Class; and (7) Honorable Laurel Beeler, and any member of her immediate family. The Settlement Class does not include Persons who paid only the initial fee for their GIF or effect.

If you are a member of the Settlement Class, you are bound by the settlement and judgment in this case unless you already requested to be excluded.

The Court has not determined whether Plaintiff or Streamlabs is correct. The Court denied Streamlabs' motion to dismiss. The parties were litigating the lawsuit and pursuant to the Court's pretrial order, participated in mediation in an attempt to resolve the lawsuit. The parties jointly selected a mediator from JAMS, John Bates ("Mediator"), prepared mediation statements for the mediator, and participated in a mediation session before the JAMS mediator on September 28, 2023. The mediation was unsuccessful and the Parties continued with their lawsuit.

The Mediator continued his efforts, however, and the Parties were able to reach a mediated resolution of the lawsuit, providing for a cash settlement for the class of $4.4 million, plus the costs of providing notice to the Settlement Class members and the costs of administration of the Settlement. The cost of this Supplemental Notice is being paid out of the Settlement Fund.

2. What Does Plaintiff Seek To Recover In The Lawsuit?

Plaintiff contended that as a result of Streamlabs' deceptive disclosures, she was unknowingly enrolled in a Streamlabs Pro subscription that renewed monthly, at a cost of $5.99 per month. Plaintiff seeks to recover those charges on behalf of a class of individuals who were enrolled in a Streamlabs' Pro subscription in the United States between March 3, 2018 to May 17, 2022. Plaintiff believes that, if she was successful at trial, she could win damages or restitution of up to the full amount of the payments for the Streamlabs' Pro subscriptions (after the initial payment.). Streamlabs denies that there is any legal entitlement to a refund or any other monetary relief.

As part of the lawsuit, Plaintiff also sought to have Streamlabs change its disclosures so that it was clear to consumers that they were signing up for a subscription that was automatically renewed monthly. Streamlabs denied that any changes were necessary.

3. Why Was The Case Settled?

Plaintiff's Counsel investigated the procedures and disclosures by Streamlabs, conducted document discovery, participated in pretrial conferences before the Court, and conducted a thorough examination of the relevant law.

Based on this investigation, Plaintiff's Counsel determined that there were significant risks of continuing the litigation. Although Defendant's motion to dismiss was denied by the Court, among the risks of continued litigation are the possibility that the court will decline to certify a class; that summary judgment will be entered against Plaintiff; and/or that Plaintiff would be unable to prove liability, damages, or entitlement to injunctive relief at trial on a classwide or individual basis. In particular, there might have been difficulties establishing that a reasonable consumer might find that the disclosures regarding the enrollment in and automatic renewal of a Streamlabs' Pro subscription might not be material. The Court might also have determined that common questions might not predominate over individual issues and thus it may be difficult to certify a class. Plaintiff might also have faced difficulties certifying a class on some or all claims for purchases outside of California.

Throughout this litigation, Plaintiff, through Plaintiff's Counsel, and Streamlabs, through Streamlabs' Counsel, discussed the possibility of settlement. On September 28, 2023, Plaintiff, Plaintiff's Counsel, Streamlabs, and Streamlabs' Counsel, participated in an all-day remote mediation conducted by a neutral mediator from JAMS, John Bates. While the all-day mediation session was initially unsuccessful and did not resolve the litigation, the Mediator continued his efforts. This settlement was reached following those additional efforts.

After taking into account the risks and costs of further litigation, Plaintiff and Plaintiff's Counsel believe that the terms and conditions of the Settlement are fair, reasonable, adequate, and equitable, and that the settlement is in the best interest of the Settlement Class Members.

4. What Is The Settlement?

As part of the settlement, Streamlabs agreed to pay the sum of $4,400,000 into a Settlement Fund. Streamlabs separately bore the costs and expenses of providing notice of the proposed Settlement and of administering the Settlement, and those costs and expenses did not reduce the amount of the Settlement Fund. The Settlement Fund, less any attorneys' fees, costs, and expenses,

and any award to the Plaintiff, all of which are determined by the Court, is the "Net Settlement Fund." The Settlement Fund was not reduced by the costs of notice to the Settlement Class or by the costs of administering the Settlement. The Net Settlement Fund will bear the costs of this Supplemental Notice and administration. The Net Settlement Fund will be divided among those members of the Class that file valid Proof of Claim forms up to a full refund per Valid Claim of any charges beyond the initial charge paid to Streamlabs for Streamlabs Pro.

Streamlabs also changed its disclosures on its website partly in response to Plaintiff's California Consumers Legal Remedies Act ("CLRA") Demand Letter and also in a good faith effort to ensure the pages meet CLRA standards as permitted by Civil Code § 1782(e).

5. What Can I Get In The Settlement?

If you file a valid claim, you will receive, via electronic payment, a pro-rata share of the Net Settlement Fund, based on the number of monthly payments you made during the period March 3, 2018 through May 17, 2022 ("Class Period") (other than the initial enrollment fee), less the amount of any refunds for any of those monthly payments you have already been sent, up to a full refund per valid claim of any charges beyond the initial charge paid to Streamlabs for Streamlabs Pro.

6. What If I Only Made One Payment Or If I Already Received A Refund Of Any Monthly Payments?

This case involves the monthly automatic renewal of a Streamlabs Pro subscription. If you intended to subscribe to a Streamlabs Pro subscription then you are not a member of the Class. The first payment was not a renewal and is therefore not included in the settlement and will not be refunded. Similarly, any payments for Streamlabs Pro subscriptions (or parts thereof) which have already been refunded are not included in the settlement. If you made additional monthly payments during the Class Period in any amount for a Streamlabs Pro subscription which were not refunded, those are included in the settlement.

7. How Do I Make A Claim?

To make a claim, you must fill out the Proof of Claim form available on the Settlement Website, www.StreamlabsClassactionSettlement.com. You can submit the Proof of Claim form online, or you can print it and mail it to the Claim Administrator at: Streamlabs Class Action

Settlement, c/o Claim Administrator, Attn: Claim Form, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. Claim Forms must be submitted online or mailed such that they are received by the extended deadline of **March 31, 2026**.

8. What Do Plaintiff And Her Lawyers Get?

Plaintiff's Counsel were compensated for their work on this case. Their Fees and Expenses amount was approved by the Court on January 30, 2025. Since their Fee Application to the Court, Plaintiff's Counsel have spent hundreds of hours in finalizing and administering the Settlement, for which they will not be compensated.

9. What Claims Are Released By The Settlement?

The settlement releases all claims by Settlement Class Members against Streamlabs and certain other persons that were or could have been asserted by Plaintiff in this case and that relate to the automatic enrollment in Streamlabs Pro and the automatic renewal of their monthly subscriptions to Streamlabs Pro as asserted in the Complaint. This release includes claims that may not yet be known or suspected. For further information, please see Section IX of the Settlement Agreement.

10. Can I Exclude Myself From The Settlement?

The deadline to exclude yourself from the Settlement Class if you wish to retain the right to sue Streamlabs separately for the claims released by the settlement **expired on January 9, 2025**.

11. How Do I Object To The Settlement?

The deadline to object to the Settlement **expired on January 9, 2025**.

12. When Will The Court Decide If The Settlement Is Approved?

The Court held a hearing on **January 30, 2025, at 9:30 a.m.,** and already approved the Settlement.

13. How Do I Get More Information?

You can inspect many of the court documents connected with this case on the Settlement Website. Other papers filed in this lawsuit are available by accessing the Court docket in this case at https://pacer.login.uscourts.gov/ (select "California Northern District Court" as your court and perform a case number query using case number 3:22-cv-01330-LB), or by visiting the office of the Clerk of the United States District Court for the Northern District of California, San Francisco

Courthouse, 450 Golden Gate Ave., San Francisco, CA 94102, from 9:00 a.m. to 4:00 p.m., Monday through Friday, excluding Court holidays.

You can also obtain additional information by contacting the Settlement Administrator at Streamlabs Class Action Settlement, c/o Claim Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, by email at info@StreamlabsClassActionSettlement.com, or by phone at 1-888-817-7075. You may also contact class counsel at Wolf Popper LLP, 845 Third Avenue, New York, NY 10022, or by phone at 212-759-4600.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. INSTEAD, CONTACT THE CLAIM ADMINISTRATOR.