

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF WISCONSIN**

KEEFE JOHN, TODD KNUTH, and NORM  
WALKER, *on behalf of themselves and all  
others similarly situated,*

Plaintiffs,

v.

DELTA DEFENSE, LLC and UNITED  
STATES CONCEALED CARRY  
ASSOCIATION, INC.,

Defendants.

Case No. 23-CV-1253

**SETTLEMENT AGREEMENT AND RELEASE**

**TABLE OF CONTENTS**

	<b>Page(s)</b>
PREAMBLE .....	3
RECITALS .....	3
AGREEMENT .....	5
1. DEFINITIONS.....	5
2. SETTLEMENT CONSIDERATION (BENEFITS AND RELEASE OF CLAIMS).....	11
3. DISTRIBUTION PLAN .....	13
4. CLASS NOTIFICATION PROCEDURES.....	16
5. CLAIMS SUBMISSION AND VALIDATION PROCESS .....	18
6. OBJECTIONS AND REQUESTS FOR EXCLUSION .....	20
7. COURT APPROVAL PROCEDURES.....	23
8. CONTINGENCIES; TERMINATION.....	24
9. ADDITIONAL PROVISIONS, REPRESENTATIONS AND WARRANTIES .....	26

**EXHIBITS**

[PROPOSED] PRELIMINARY APPROVAL ORDER .....	EXHIBIT 1
LONG-FORM NOTICE .....	EXHIBIT 2
SHORT-FORM NOTICE .....	EXHIBIT 3
POSTCARD NOTICE AND CLAIM FORM .....	EXHIBIT 4
ELECTRONIC CLAIM FORM .....	EXHIBIT 5
OPT-OUT FORM .....	EXHIBIT 6
[PROPOSED] FINAL APPROVAL ORDER.....	EXHIBIT 7

## PREAMBLE

It is hereby stipulated and agreed by and among the undersigned Parties (defined below), subject to the approval of the Court, that the settlement of this Action (defined below) shall be effectuated pursuant to the terms and conditions set forth in this Settlement Agreement and Release (the “Agreement” or “Settlement Agreement”).

## RECITALS

The following recitals are incorporated by reference and are considered part of the Settlement Agreement:

A. On September 21, 2023, plaintiff Keefe John (“Plaintiff John”) filed a putative class action complaint (the “Complaint”) in the United States District Court for the Eastern District of Wisconsin, against Delta Defense, LLC (“Delta”) and United States Concealed Carry Association, Inc. (“USCCA,” and together with Delta, “Defendants”)—*John, et al. v. Delta Defense, LLC, et al.*, No. 23-CV-1253 (E.D. Wis.) (the “Action”). The Complaint alleged that the Defendants operate the websites [www.usconcealedcarry.com](http://www.usconcealedcarry.com) and [academy.usconcealedcarry.com](http://academy.usconcealedcarry.com) and violated the Video Privacy Protection Act, 18 U.S.C. § 2710, *et seq.* (the “VPPA”) by, among other things, using third-party website technology including a pixel developed by Meta Platforms, Inc., and/or its affiliates and subsidiaries, called the Meta Pixel (“Third-Party Technologies”) to collect and share with third parties, such as Facebook and Meta Platforms, Inc., the viewing information of subscribers without obtaining consent.

B. On February 15, 2024, Plaintiff John filed a First Amended Complaint (the “FAC”) that added Plaintiff Jorge Hutchings (“Plaintiff Hutchings”). The FAC alleged that Defendants violated the VPPA by, among other things, using Third-Party Technologies including the Meta

Pixel to collect and share with third parties, such as Facebook and Meta Platforms, Inc., the viewing information of subscribers without obtaining consent.

C. On May 7, 2025, Plaintiffs John and Hutchings filed a Second Amended Complaint (the “SAC”) that added Plaintiffs Todd Knuth (“Plaintiff Knuth”) and Norm Walker (“Plaintiff Walker”) (Plaintiffs John, Knuth, and Walker collectively, “Plaintiffs,” and Plaintiffs, together with Defendants, the “Parties”). The SAC alleged that Defendants violated the VPPA by, among other things, using Third-Party Technologies including the Meta Pixel to collect and share with third parties, such as Facebook and Meta Platforms, Inc., the viewing information of subscribers without obtaining consent.

D. On June 5, 2025, Plaintiffs filed a Suggestion of Plaintiff Jorge Hutchings’ Death upon the Record under Rule 25(a)(1).

E. On October 10, 2025, Plaintiffs filed a Stipulation of Dismissal of Plaintiff Jorge Hutchings. The Court dismissed Jorge Hutchings as a Plaintiff with prejudice on October 14, 2025.

F. Defendants deny Plaintiffs’ allegations and maintain that they complied with the VPPA and all applicable laws. The Parties are entering into this Agreement to avoid the risk and expense of further litigation, to resolve all disputes that have arisen between them, and to settle any and all claims that do or may exist in the past, present, or future.

G. This Settlement Agreement is the result of good faith, arm’s-length settlement negotiations that took place only after the Parties engaged in discovery. The Parties have exchanged information through formal discovery and informal discovery in preparation for mediation, have participated in mediation under the guidance of mediator Judge Mary Anne Mason (Ret.) from JAMS, and have had a full and fair opportunity to evaluate the strengths and weaknesses of their respective positions.

H. The Parties understand, acknowledge, and agree that the execution of this Settlement Agreement constitutes the settlement and compromise of disputed claims. This Settlement Agreement is inadmissible as evidence against any of the Parties except to enforce the terms of the Settlement Agreement and is not an admission of wrongdoing or liability on the part of any Party to this Settlement Agreement. The Parties desire and intend to effect a full, complete, and final settlement and resolution of all existing disputes and claims as set forth herein.

I. The Parties hereby stipulate and agree that, in consideration of the agreements, promises, and covenants set forth in this Settlement Agreement, and subject to approval of the Court, the Action shall be fully and finally settled and the Action dismissed with prejudice under the following terms and conditions.

## **AGREEMENT**

### **1. DEFINITIONS**

In addition to the definitions included above and in the Distribution Plan (Section 3) of the Agreement, the following shall be defined terms for purposes of this Settlement Agreement. Some of the definitions in this section use terms that are defined later in the section. All defined terms are in bold-face font and listed in alphabetical order:

**1.1 Agreement or Settlement Agreement.** This document, including all exhibits.

**1.2 Authorized Claimant.** A Claimant who submits a timely and valid Claim Form according to the terms of this Settlement Agreement and does not validly request exclusion from the Settlement Class.

**1.3 Claim.** A request by a Settlement Class Member for payment pursuant to this Agreement.

**1.4 Claimant.** A Settlement Class Member who has submitted a Claim Form with the claims process described in Section 5.

**1.5 Claim Form.** The document Settlement Class Members submit to request payment pursuant to this Agreement. The Claim Forms submitted to the Court for approval must be substantially similar to the form of those attached as Exhibits 4-5.

**1.6 Class List.** The database provided, subject to approval from Defendants, to the Settlement Administrator for the purpose of administering the settlement.

**1.7 Class Period.** From September 21, 2020 through June 2, 2025.

**1.8 Court.** United States District Court, Eastern District of Wisconsin.

**1.9 Cy Pres Recipient.** An agreed upon charitable organization unaffiliated with the Parties pursuant to this Agreement.

**1.10 Distribution Plan.** The plan, set forth in Section 3, for distributing the Settlement Fund.

**1.11 Defendants' Counsel.** Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.

**1.12 Effective Date.** The first date after which the following events and conditions have occurred: (a) the Court has entered a Final Judgment; and (b) the Final Judgment has become final in that the time for appeal or writ has expired or, if any appeal and/or petition for review is taken and the settlement is affirmed, the time period during which further petition for hearing, appeal, or writ of certiorari can be taken has expired. If the Final Judgment is set aside, materially modified, or overturned by the trial court or on appeal, and is not fully reinstated on further appeal, this Agreement will be terminated and cancelled and the Parties will be returned to their positions *status quo ante* with respect to the Action as if this Agreement had not been entered into.

**1.13 Fees, Costs, and Expenses Award.** The amount of attorneys' fees and reimbursement of costs and expenses awarded to Settlement Class Counsel by the Court from the Settlement Fund.

**1.14 Fairness Hearing or Final Approval Hearing.** The hearing held by the Court to consider evidence and argument for the purpose of determining whether to enter the Final Approval Order and Final Judgment, and evaluating the Fees, Costs and Expenses Award and request for a Service Award to Plaintiffs.

**1.15 Final Approval Order.** The order finally certifying the Settlement Class, and approving the settlement as fair, reasonable, and adequate, substantially similar to the form attached as Exhibit 7.

**1.16 Individual Allocated Payment Amount.** Defined by mathematical formula in the Distribution Plan. The checks sent to Authorized Claimants shall be in that Authorized Claimant's Individual Allocated Payment Amount.

**1.17 Initial Payments.** The sum of the following amounts: Service Awards, any Fees, Costs, and Expenses Award, and any fees and costs of the Settlement Administrator due to be paid from the Settlement Fund pursuant to Section 2.1.

**1.18 Long-Form Notice.** The long-form version of the notice of the settlement that is to be provided on the Settlement Website. The Long-Form Notice submitted to the Court for approval must be substantially similar to the form attached as Exhibit 2.

**1.19 Opt-Out Form.** The document Settlement Class Members submit to request to be excluded from this Agreement. The Opt-Out Form submitted to the Court for approval must be substantially similar to the form attached as Exhibit 6.

**1.20 Net Settlement Fund.** The Settlement Fund, reduced by the Initial Payments.

**1.21 Postcard Notice.** The summary notice of the settlement that is mailed to Settlement Class Members pursuant to Section 4, providing the URL of the Settlement Website and contact

information for the Settlement Administrator. The Postcard Notice submitted to the Court for approval must be substantially similar to the form attached as Exhibit 4.

**1.22 Preliminary Approval Order.** The Order of Preliminary Approval of Settlement to be entered by the Court substantially similar to the form attached as Exhibit 1.

**1.23 Released Claims.** Any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys' fees of any nature whatsoever, whether based on any federal law, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, as of the date of the Preliminary Approval Order, that arise out of or relate in any way to the Released Parties' websites, including [www.usconcealedcarry.com](http://www.usconcealedcarry.com), [academy.usconcealedcarry.com](http://academy.usconcealedcarry.com), and [www.deltadefense.com](http://www.deltadefense.com), the use of Third-Party Technologies (such as Meta pixel and Google Analytics), and that arise out of or are related to the Action. This release expressly includes, but is not limited to, all claims under the Video Privacy Protection Act, 18 U.S.C. § 2710, *et seq.* or any corollary state law. The Released Claims include any and all claims that were brought or could have been brought in the Action.

**1.24 Released Parties.** Delta Defense, LLC and United States Concealed Carry Association, Inc., and each of their respective past, present, and future parents, subsidiaries, affiliated companies and corporations, and each of their respective past, present, and future directors, officers, members, managers, employees, general partners, limited partners, principals, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors,

successors, divisions, joint ventures, assigns, or related entities, and those working on behalf of each of them, and each of their respective executors, successors, assigns, and legal representatives.

**1.25 Releasing Parties.** Plaintiffs and all other Settlement Class Members, and their respective assigns, heirs, executors, administrators, successors, and agents, and all those who claim through them or who assert claims (or could assert claims) on their behalf.

**1.26 Response Deadline.** The date by which a Settlement Class Member must submit a Claim Form, object to this Agreement, or submit a request for exclusion to the Settlement Administrator. The Response Deadline shall be one hundred and five (105) days after entry of the Preliminary Approval Order.

**1.27 Service Award.** One-time payment to Plaintiffs as set forth in Section 2.1.3.

**1.28 Settlement Administrator.** Subject to Court approval, RG2 Claims Administration LLC.

**1.29 Settlement Class or Class.** All persons in the United States who had an account (free or paid) with a Defendant and visited a page on a Defendant's website housing a video behind a paywall or subscription wall between September 21, 2020 to June 2, 2025. Excluded from the Settlement Class are the following individuals and/or entities: (i) Defendants and their parents, subsidiaries, officers and directors, and any entity in which Defendants have a controlling interest; (ii) all persons who submit a timely and valid request for exclusion from the Settlement Class; and (iii) the Judge assigned to this Action as well as their immediate family and staff.

**1.30 Settlement Class Counsel.** Almeida Law Group LLC and Hansen Reynolds LLC.

**1.31 Settlement Class Member(s) or Class Member(s).** All persons or entities who fall within the Settlement Class.

**1.32 Settlement Fund.** Defendants agree to pay one million four hundred and fifty thousand dollars (\$1,450,000.00) to create a non-reversionary, capped Settlement Fund. The Settlement Fund shall represent the maximum payment to be paid by Defendants and will be used to pay all approved claims, costs of administration, and permitted fees, costs and/or service awards. In no event will Defendants be required to pay more than the capped Settlement Fund.

**1.33 Settlement Website.** A website created and maintained by the Settlement Administrator for the purpose of providing the Settlement Class with notice of the proposed settlement. This website will allow Settlement Class Members to submit Claims and opt-out of the Agreement.

**1.34 Short Form Notice.** The summary notice of the settlement that is emailed to Settlement Class Members pursuant to Section 4, providing the URL of the Settlement Website and contact information for the Settlement Administrator. The Short Form Notice submitted to the Court for approval must be substantially similar to the form attached as Exhibit 3.

**1.35 Unknown Claims.** Claims that the Releasing Parties do not know or suspect to exist in their favor at the time of their granting a release, which if known by them might have affected their settlement of the Action. With respect to any and all Released Claims against any and all Released Parties, the Parties stipulate and agree that each Releasing Party shall have expressly waived the provisions, rights, and benefits of Cal. Civ. Code § 1542 or any federal, state, or foreign law, rule, regulation, or common-law doctrine that is similar, comparable, equivalent, or identical to, or that has the effect in whole or part of, Section 1542 of the California Civil Code, 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.” Each of the Releasing Parties shall be deemed to have acknowledged, and by operation of the Final Judgment acknowledges, that they are aware that they may hereafter discover facts other than or different from those that they know or believe to be true with respect to the subject matter of the Released Claims, but it is their intention to, and each of them shall be deemed upon the Effective Date to have, waived and fully, finally, and forever settled and released any and all Released Claims, whether known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

## **2. SETTLEMENT CONSIDERATION (BENEFITS AND RELEASE OF CLAIMS)**

### **2.1 Settlement Fund.**

**2.1.1 Payment of the Settlement Fund.** On or before fourteen (14) calendar days after entry of the Preliminary Approval Order, Defendants shall pay the amount estimated by the Settlement Administrator to cover the cost of providing notice to the Settlement Class and administering the Claims process. On or before twenty-one (21) calendar days after the Effective Date, Defendants shall provide the remainder of the Settlement Fund to the Settlement Administrator that was not already provided to the Settlement Administrator pursuant to the preceding sentence. Defendants shall not have the obligation to segregate the funds comprising the Settlement Fund from their other assets, and if Defendants retain and/or exercise authority or control over the funds comprising the Settlement Fund after entry of the Preliminary Approval Order, they shall do so in conformity with their obligations under this Agreement, applicable state and federal law, and Court order(s).

**2.1.2 Settlement Class Member Benefits.** Settlement Class Members shall be eligible to receive monetary benefits from the Net Settlement Fund in accordance with the Distribution Plan.

**2.1.3 Service Award.** Plaintiffs may apply to the Court for an award of \$2,000.00 each. Any Service Award awarded by the Court shall be paid by the Settlement Administrator from the Settlement Fund. The finality or effectiveness of the settlement will not be dependent on the Court awarding any Plaintiff any particular amount on their Service Award.

**2.1.4 Settlement Class Counsel's Fees, Costs, and Expenses.** Settlement Class Counsel may make a reasonable request for fees, costs, and expenses to the Court, not to exceed one-third of the common fund. Defendants reserve the right to respond to such fee request as they deem appropriate. Any attorneys' fees, costs, and expenses awarded by the Court shall be paid by the Settlement Administrator from the Settlement Fund. The finality or effectiveness of the settlement will not be dependent on the Court awarding Settlement Class Counsel any particular amount on their Fees, Costs, and Expenses Award.

**2.1.5 Settlement Administrator and Notice and Administrative Costs.** Notice and Administrative Costs shall be paid from the Settlement Fund. In no event shall Defendants be responsible for more than the total amount of the settlement (\$1,450,000.00).

## **2.2 Releases.**

**2.2.1 Release of Settlement Class Claims.** The Parties intend that this Agreement will fully and finally dispose of the Action and any and all Released Claims against the Released Parties. As of the Effective Date, each Releasing Party will be deemed to have completely released and forever discharged the Released Parties, and each of them, from and for any and all Released Claims.

### **3. DISTRIBUTION PLAN**

**3.1 Initial Payments.** Except as otherwise provided, on or before thirty (30) calendar days after the Effective Date, the Settlement Administrator shall deduct all Initial Payments from the Settlement Fund and deliver them to the appropriate individuals or entities entitled to them, in accordance with the terms of the Agreement and the Court's Final Approval Order and Final Judgment.

**3.1.1 Additional Instructions Regarding Service Awards.** Plaintiffs shall provide the Settlement Administrator their relevant Form W-9 and instructions for payment. The Settlement Administrator shall have no obligation to forward to Plaintiffs the Service Awards until it receives the Form W-9 and payment instructions.

**3.1.2 Additional Instructions Regarding Fees, Costs, and Expenses Award.** Settlement Class Counsel shall provide the Settlement Administrator the relevant Form W-9 and any instructions for payment. The Settlement Administrator shall have no obligation to pay forward the Fees, Costs, and Expenses Award until it receives the Form W-9 (or Form W-9s, if applicable) and payment instructions.

**3.1.3 Additional Instructions for Individual Allocated Payment Amounts.** Settlement Class Members will be asked to provide either a taxpayer identification or a social security number if they are receiving \$600.00 or more in an Individual Allocated Payment Amount due to Internal Revenue Service reporting requirements. The Settlement Administrator will issue a written notice to Settlement Class Members who will receive a payment of \$600.00 or more as Individual Allocated Payment Amounts, once the allocation of Individual Allocated Payment Amounts is determined following Final Approval. If no taxpayer identification or social security number is timely provided, payment of the Individual Allocated Payment Amount may be subject to backup withholding as required by Internal Revenue Service regulations.

**3.2 Authorized Claimant Settlement Award Calculations.** The awards to Authorized Claimants shall be calculated and apportioned as follows:

**3.2.1** A Settlement Class Member is eligible to claim a pro rata share of the Net Settlement Fund provided they become an Authorized Claimant by submitting a timely and valid Claim Form.

**3.2.2** The Settlement Administrator shall calculate the total number of Authorized Claimants. The Net Settlement Fund shall be divided by the Total Number of Authorized Claimants. The resulting figure is the “Individual Allocated Payment Amount” (i.e., the pro rata share to which the Authorized Claimant is entitled).

**3.3 Distribution of Authorized Claimant Awards.** The Claim Form shall allow Settlement Class Members to elect between receiving an award by check or electronically (including by PayPal and any other electronic payment format recommended by the Settlement Administrator and agreed upon by the Parties). For those Authorized Claimants who requested an award by check, their Individual Allocated Payment Amounts shall be mailed as a check by the Settlement Administrator within forty-five (45) calendar days following the Effective Date. To those Authorized Claimants who requested the award to be transmitted by electronic means, a transfer reflecting their Individual Allocated Payment Amounts shall be transmitted to the Authorized Claimant forty-five (45) calendar days after the Effective Date.

**3.4 Address Verification / Returned Checks.** Prior to mailing checks under this settlement, the Settlement Administrator shall attempt to update the last known addresses of Authorized Claimants through the National Change of Address database. No skip-tracing shall be done as to any checks that are returned by the postal service with no forwarding address.

Authorized Claimants' checks returned with a forwarding address shall be re-mailed to the forwarding address provided within seven (7) calendar days.

**3.5 Uncashed Settlement Checks.** Any checks issued under this settlement shall be negotiable for ninety (90) calendar days. Individual checks that have not been negotiated within ninety (90) calendar days after issuance, if any, shall be void, and the underlying funds shall be paid by the Settlement Administrator to the Cy Pres Recipient.

**3.6 Failed Electronic Transmission of Funds.** Settlement Class Members who elect that their Individual Allocated Payment Amount be transmitted to themselves via electronic means, but fail to provide sufficient or correct information to permit such transfer, shall, after a reasonable attempt to resolve any such payment issues, relinquish their right to payment pursuant to the Agreement. Funds that were unable to be transferred to the Authorized Claimants electronically shall be paid by the Settlement Administrator to the Cy Pres Recipient.

**3.7 Second Eligible Payment.** Prior to the Cy Pres payment, Settlement Class Members who received an eligible payment pursuant to the Agreement will receive a second pro rata payment to the extent that the Settlement Administrator advises such a payment is economically feasible (e.g., more than \$5.00 per Settlement Class Member) (the "Second Eligible Payment").

**3.8 Cy Pres Distribution.** Any remaining funds will be paid to the Cy Pres Recipient under this Agreement within thirty (30) days following the Second Eligible Payment or in lieu of the Second Eligible Payment if such a payment is not economically feasible.

**3.9 No Claims Related to Distribution Calculations.** No person or entity shall have any claim against Defendants, Defendants' counsel, Plaintiffs, the Settlement Class Members,

Settlement Class Counsel, or any Settlement Administrator based on distributions and payments made in accordance with this Agreement.

#### **4. CLASS NOTIFICATION PROCEDURES**

**4.1 CAFA Notice.** Within ten (10) calendar days after this Agreement is filed with the Court, Defendants, through the Settlement Administrator, shall serve upon relevant government officials notice of the proposed settlement in accordance with 28 U.S.C. § 1715. The Settlement Administrator shall thereafter complete a declaration attesting to the completion of notice pursuant to 28 U.S.C. § 1715 such that it can be filed with the Court in advance of the hearing on Plaintiffs' motion for entry of the Final Approval Order.

**4.2 Class List.** Unless otherwise ordered by the Court, within fourteen (14) calendar days after entry of the Preliminary Approval Order, Defendants shall provide the Settlement Administrator with the Class List.

**4.3 Settlement Website.** Unless otherwise ordered by the Court, within thirty (30) calendar days after entry of the Preliminary Approval Order, the Settlement Administrator will activate the Settlement Website. The Settlement Website shall be designed and constructed to accept Electronic Claim Form and Opt-Out Form submission. To help protect against fraudulent submissions, the Settlement Administrator may use CAPTCHA for each electronic form submission. Additionally, the Settlement Administrator shall post on the Settlement Website: (a) the operative Complaint, (b) the Agreement, (c) the Preliminary Approval Order, (d) the Long-Form Notice, (e) a downloadable (i.e., PDF) Claim Form, and (f) within three (3) Court days after it is filed, Settlement Class Counsel's motion for Fees, Costs, and Expenses Award. The Settlement Website will be active until the last date Authorized Claimants have to negotiate any checks sent pursuant to Section 3.

#### **4.4 Notice to Class Members.**

**4.4.1 Notice.** Notice shall be provided to Settlement Class Members via email to the extent such addresses are possessed by Defendants and shall consist of the Short Form Notice substantially similar to the form of Exhibit 3 with a link to the Long Form Notice substantially similar to form of Exhibit 2. The Settlement Administrator shall have discretion to format this Short Form Notice and Long Form Notice for email in a reasonable manner to minimize administrative costs. Notice shall be sent via email to each Settlement Class Member for whom Defendants have email addresses. In the event that Defendants do not have email addresses for Settlement Class Members, the Settlement Administrator shall send Postcard Notice substantially similar to the form of Exhibit 4 to those Settlement Class Members. If the Postcard Notice is returned because the address is no longer valid, the Settlement Administrator shall perform a standard skip trace in an effort to attempt to ascertain the current address of the particular Class Member; if the address is ascertained, the Settlement Administrator will re-send the Postcard Notice. Unless otherwise ordered by the Court, notice by email and postcard shall occur on or before forty five (45) calendar days after entry of the Preliminary Approval Order. The Settlement Administrator may provide notice by publication in addition to direct notice if it is deemed appropriate by the Settlement Administrator in consultations with the Parties.

**4.5 Inquiries from Settlement Class Members.** The Settlement Administrator will establish an email account and P.O. Box to which Settlement Class Members may submit questions regarding the settlement. The Settlement Administrator will monitor the email account and P.O. Box and respond promptly to inquiries received from Settlement Class Members. Additionally, no later than thirty (30) calendar days after entry of the Preliminary Approval Order, the Settlement Administrator shall establish a toll-free telephone number that Settlement Class Members can call

and listen to a set of Frequently Asked Questions and corresponding answers or obtain the unique identifier assigned by the Settlement Administrator to each Settlement Class Member. To the extent necessary, the Settlement Administrator shall confer with Settlement Class Counsel and Defendants' Counsel on the response to Settlement Class Members.

## **5. CLAIMS SUBMISSION AND VALIDATION PROCESS**

**5.1 Claim Process for Settlement Class Members.** To be eligible to receive a pro rata settlement benefit under this Agreement, subject to the Claims review process, Settlement Class Members must accurately and timely complete and submit a Claim Form and deliver that form to the Settlement Administrator. Only one Claim Form may be submitted per Settlement Class Member.

**5.2 Claim Form Submission Deadline.** Claim Forms must be submitted by the Response Deadline. If submitted electronically (through the Settlement Website or by email), Claim Forms must be received on or before the Response Deadline by 11:59 p.m. PST. If submitted by postal mail, the date of the postmark on the envelope containing the Claim Form shall be the exclusive means used to determine whether the Claim Form has been timely submitted. In the event a postmark is illegible, the date of mailing shall be deemed to be three (3) days prior to the date that the Settlement Administrator received a copy of the Claim Form.

### **5.3 Claims Review Process.**

**5.3.1 Review of Claims.** The Settlement Administrator shall review all submitted Claim Forms within a reasonable time for completeness, validity, accuracy, and timeliness, and may contact any Claimant to request additional information and documentation to determine the validity of any Claim. In addition, the Settlement Administrator may verify that: (1) the information set forth in a submitted Claim Form is accurate; and (2) the Claimant is a Settlement Class Member. To be considered an "Authorized Claimant," a Claimant must submit a valid,

complete, and timely Claim Form. Claim Forms that do not meet the submission requirements shall be rejected. The Class List provided to the Settlement Administrator will be entitled to a rebuttable presumption of accuracy.

**5.3.2 Deficient Claims.** Prior to rejection of a Claim Form, the Settlement Administrator shall communicate with the Claimant in an effort to remedy curable deficiencies in the Claim Form submitted, except in instances where (i) the Claim is untimely, or (ii) the Claimant does not appear on the Class List.

**5.3.3 Manner of Communicating Deficiency.** If the Claim Form at issue was submitted electronically, the Class Member shall be notified by email to the original email address used. If the Claim Form at issue was submitted by mail, the Class Member shall be notified by the email address on the Claim Form, unless the Class Member did not provide one, in which case mail to the original postal address shall be used.

**5.4 Settlement Administrator Interim Reports.** Beginning one week after the deadline to provide notices under Section 4, the Settlement Administrator shall provide weekly reports to Defendants' Counsel and Settlement Class Counsel concerning the Claim Forms received during the prior week. The report shall also identify the number of valid requests for exclusions received and transmit the exclusions (*see* Section 6.2, *infra*) and transmit any received objections (*see* Section 6.1, *infra*) to Defendants' Counsel and Settlement Class Counsel.

**5.5 Claims Accounting.** No later than seven (7) calendar days before the filing date for Plaintiffs' motion in support of the Final Approval Order and Final Judgment, the Settlement Administrator will serve upon Settlement Class Counsel and Defendants' Counsel a report indicating, among other things, the number of timely and valid Claim Forms that were submitted.

## **6. OBJECTIONS AND REQUESTS FOR EXCLUSION**

**6.1 Objections.** Any Settlement Class Member who has not submitted a timely written request for exclusion and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement Agreement, the Fees, Costs, and Expenses Award, or the Service Awards must comply with the following requirements. Objections may be submitted to the Settlement Administrator by email, or to either the Settlement Administrator or the Court by postal mail.

**6.1.1 Content of Objections.** All objections and supporting papers must be in writing and must: (a) clearly identify the case name and number; (b) include the full name and the unique identification number for the Settlement Class Member assigned by the Settlement Administrator; (c) include the address, telephone number, and email address of the objecting Settlement Class Member; (d) provide a detailed explanation stating the specific reasons for the objection, including any legal and factual support and any evidence in support of the objection; and (e) include the full name, address, telephone number, and email address of the objector's counsel, the state bar(s) to which counsel is admitted, and any objections filed in the last two years (if the objector is represented by counsel). The objection will not be valid if it only objects to the lawsuit's appropriateness or merits.

**6.1.2 Deadline for Objections.** Objections must be submitted by the Response Deadline. If submitted by email, objections must be received on before the Response Deadline by 11:59 p.m. PST. If submitted by postal mail, objections must be postmarked by the Response Deadline. The date of the postmark on the envelope containing the written statement objecting to the Settlement shall be the exclusive means used to determine whether an objection has been timely submitted. In the event a postmark is illegible, the date of mailing shall be deemed to be three (3) days prior to the date that the Settlement Administrator received a copy of the objection.

**6.1.3 Failure to Object.** Settlement Class Members who fail to submit timely written objections in the manner specified above shall be deemed to have waived any objections and shall be forever barred from making any objection to the Agreement and the proposed settlement by appearing at the Final Approval Hearing, appeal, collateral attack, or otherwise.

**6.1.4 Attendance at Final Approval Hearing.** Any Class Member who timely submits a written objection has the option to appear and request to be heard at the Final Approval Hearing, either in person or through personal counsel. However, Settlement Class Members (with or without their attorneys) intending to make an appearance at the Final Approval Hearing must include on a timely and valid objection a statement substantially similar to a “Notice of Intention to Appear.” Only Settlement Class Members who submit timely objections including Notices of Intention to Appear may speak at the Final Approval Hearing.

**6.2 Requests for Exclusion.** This Settlement Agreement will not bind Settlement Class Members who timely and validly request to be excluded (also known as opting out) of the settlement. Individual requests for exclusion may be submitted to the Settlement Administrator electronically (through the Settlement Website) or by postal mail. No mass opt-outs are allowed.

**6.2.1 Contents of a Request for Exclusion.** All requests for exclusion must be in writing and must: (a) clearly identify the case name and number; (b) include the full name and the unique identification number for the Settlement Class Member assigned by the Settlement Administrator; (c) include the address, telephone number, and email address of the Settlement Class Member seeking exclusion; (d) contain a statement that the requestor does not wish to participate in the settlement; and (e) be signed personally by the Settlement Class Member. The Settlement Website shall contain a copy of an Opt-Out Form, substantially similar to the form

attached as Exhibit 6, that Settlement Class Members may (but are not required to) use to request exclusion from the settlement.

**6.2.2 Deadline to Request Exclusion.** To be excluded from the settlement, the request for exclusion must be submitted by the Response Deadline. If submitted electronically (through the Settlement Website), the request for exclusion must be received no later than 11:59 p.m. PST on or before the Response Deadline. If submitted by postal mail, the request for exclusion must be date-and-time-stamped, or postmarked, no later than the Response Deadline. In the event a postmark is illegible, the date of mailing shall be deemed to be three (3) days prior to the date that the Settlement Administrator received a copy of the request for exclusion.

**6.2.3 Effect of Requesting Exclusion.** Any person or entity who falls within the definition of the Settlement Class and who validly and timely requests exclusion from the Settlement Class shall not be a Settlement Class Member; shall not be bound by the Settlement Agreement; shall not be bound by any judgment entered in the Action; shall not be eligible to make a Claim for any benefit under the terms of the Settlement Agreement; and shall not be entitled to submit an objection to the settlement. However, if a Settlement Class Member submits a Claim Form and request for exclusion, the request for exclusion shall be invalid and the Settlement Class Member shall remain a member of the Settlement Class.

**6.2.4 Exclusion List.** No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator shall provide Settlement Class Counsel and Defendants' Counsel with a list of all persons and entities who have timely and validly excluded themselves from the settlement.

## **7. COURT APPROVAL PROCEDURES**

### **7.1 Provisional Class Certification and Preliminary Approval Order.**

**7.1.1 Settlement Class.** For settlement purposes only, the Parties agree that Plaintiffs will move for certification of the Settlement Class pursuant to Fed. R. Civ. P. 23(b)(3) as part of their motion for preliminary approval. Defendants agree not to contest certification of the Settlement Class but specifically dispute that a class would otherwise be manageable in this action and deny that a litigation class properly could be certified on the claims asserted in the Action. However, solely for purposes of avoiding the expense and inconvenience of further litigation, Defendants do not oppose and hereby agree to certification of the Settlement Class for settlement purposes only, pursuant to Fed. R. Civ. P. 23(b)(3).

**7.1.2 Preliminary Settlement Approval.** Contemporaneously with their motion for provisional certification of the Settlement Class, Plaintiffs shall move the Court for a Preliminary Approval Order substantially similar to the form attached as Exhibit 1 and setting the Final Approval Hearing at least one hundred and fifty (150) calendar days after entry of the Preliminary Approval Order.

**7.1.3 Defendants' Brief.** Defendants shall be permitted, but not required, to file their own brief or statement of non-opposition in support of the Preliminary Approval Order.

### **7.2 Final Approval Hearing and Final Judgment.**

**7.2.1 Settlement Class Counsel's Motion for Fees, Costs, and Expenses Award and Service Award.** At least fourteen (14) calendar days before the Response Deadline, Settlement Class Counsel shall file with the Court: (a) their motion in support of a Fees, Costs, and Expenses Award; and (b) any applications by Plaintiffs for Service Awards.

**7.2.2 Declarations In Support of Final Approval.** No later than twenty-one (21) calendar days before the Final Approval Hearing, the Settlement Administrator will provide to

Settlement Class Counsel a sworn declaration verifying that notice was provided to Class Members. In addition, the Settlement Administrator's declaration shall include information regarding the number of persons who have requested exclusion from the Settlement Class and any objections sent to the Settlement Administrator.

**7.2.3 Motion for Final Settlement Approval.** At least fourteen (14) calendar days before the Final Approval Hearing, Plaintiffs will request that the Court enter the Final Approval Order substantially similar to the form attached as Exhibit 7.

**7.2.4 Defendants' Brief.** Defendants shall be permitted, but not required, to file their own brief or statement of non-opposition in support of the Final Approval Order and Final Judgment.

**7.3 Modifications Suggested by the Court.** If the Court suggests any modifications to the Agreement or conditions entry of the Preliminary Approval Order, Final Approval Order, or Final Judgment on modifications to the Agreement, the Parties shall, work in good faith and consistent with the Agreement, endeavor to cure any such deficiencies identified by the Court.

## **8. CONTINGENCIES; TERMINATION**

**8.1 Decertification of the Settlement Class if Settlement not Approved.** If the Court does not enter the Final Judgment without material modification, or if the Final Judgment is reversed in whole or in part on appeal, or if the Effective Date does not occur, certification of the Settlement Class will be vacated, and the Parties will be returned to their positions *status quo ante* with respect to the Action as if this Agreement had not been entered into. In the event that Final Judgment or the Effective Date is not achieved, (a) any Court orders preliminarily or finally approving the certification of any class contemplated by the Agreement and any other orders entered pursuant to the Agreement shall be null, void, and vacated and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support of or in opposition

to a class certification motion; and (b) this Agreement will become null and void, and the fact of this Agreement, that Defendants did not oppose the certification of any class under the Agreement, or that the Court approved the certification of a Settlement Class, shall not be used or cited thereafter by any person or entity, including but not limited to in any contested proceeding relating to the certification of any class or relating to enforcement of arbitration agreements and class-action waivers. Additionally, this Agreement, any negotiations or proceedings related to it, the implementation of it, and any papers submitted in support of the motions for approval of it cannot be construed as, or deemed to be, evidence of any admission or concession by any of the Parties regarding liability, damages, or the appropriateness of class treatment, and are not to be offered or received in evidence in any action or proceeding for any purpose whatsoever.

**8.2 Contingencies.** This Agreement shall be deemed terminated and cancelled, and shall have no further force and effect whatsoever, if: (a) there is no Effective Date; (b) the Court fails to enter a Preliminary Approval Order substantially similar to the form attached as Exhibit 1; (c) the Court fails to enter Final Approval Order substantially similar to the form of those attached as Exhibit 7. In addition, Defendants shall have the option to withdraw from and terminate this Agreement in its entirety in the event that ten percent or more of the Settlement Class Members submit timely and valid requests to Opt-Out by the exclusion deadline.

**8.3 Effect of Termination.** In the event that this Agreement is voided, terminated, or cancelled, or fails to become effective for any reason whatsoever, then the Parties shall be deemed to have reverted to their respective statuses as of the date and time immediately prior to the execution of this Agreement, and they shall proceed in all respects as if this Agreement, its exhibits, and any related agreements or orders had never been executed or entered. Without limiting the foregoing of the other agreements between the Parties in this Agreement, but rather

for the sake of clarity, the Parties expressly agree that this Agreement, the settlement and mediation discussions leading to this Agreement, any materials shared in connection with mediation, settlement discussions and this Agreement, and any proceeding related to this Agreement shall not be construed as a waiver by Defendants of any claim, defense, or argument.

## **9. ADDITIONAL PROVISIONS, REPRESENTATIONS, AND WARRANTIES**

**9.1 Entire Agreement.** This Agreement contains the entire agreement between the Parties and supersedes all prior understandings, agreements, or writings regarding the subject matter of this Agreement.

**9.2 No Admissions of Liability.** This Agreement does not constitute, is not intended to constitute, and will not under any circumstances be deemed to constitute, an admission of wrongdoing or liability by any Party, such wrongdoing and liability being expressly denied and no final adjudication having been made. The Parties have entered into the Agreement solely as a compromise of all claims for the purpose of concluding the disputes between them, and the Agreement may not be used by any third party against any Party. Pursuant to Federal Rule of Evidence 408, and any similar state rule, the entering into and carrying out of the Agreement, and any negotiations or proceedings related to it, shall not be construed as, or deemed evidence of, an admission or concession by any of the Parties or a waiver of any applicable statute of limitations, and shall not be offered or received into evidence in any action or proceeding against any Party in any court, administrative agency, or other tribunal for any purpose whatsoever.

**9.3 Bar to Future Suits.** Upon entry of the Final Judgment, Plaintiffs, and other Settlement Class Members shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the

Final Judgment. It is further agreed that the settlement may be pleaded as a complete defense to any action instituted that is inconsistent with this Agreement.

**9.4 Agreement Binding on Successors in Interest.** This Agreement shall be binding on and inure to the benefit of the respective heirs, successors, and assigns of the Parties.

**9.5 Best Efforts.** Plaintiffs and Defendants agree that the terms of the Agreement reflect a good-faith settlement of disputed claims. They consider the settlement effected by this Agreement to be fair and reasonable and will use their best efforts to seek preliminary approval and, if granted, final approval of the Agreement by the Court, including in responding to any objectors, intervenors, or other persons or entities seeking to preclude entry of the Final Judgment and, if the settlement is granted final approval, to effectuate the settlement's terms. They each represent and warrant that they have not, nor will they (a) attempt to void this Agreement in any way, or (b) solicit, encourage, or assist in any fashion any effort by any person (natural or legal) to object to the settlement under this Agreement.

**9.6 Additional Duties of the Settlement Administrator.** In addition to its duties identified above, the Settlement Administrator shall comply with all tax reporting obligations such as issuing any necessary United States Internal Revenue Service 1099 Forms, including but not limited to obtaining any necessary information from Settlement Class Counsel, Plaintiffs, and Authorized Claimants for tax reporting purposes. The Settlement Administrator shall ensure that the information that it receives from the Parties and Settlement Class Members is secured and managed in such a way as to protect the security and confidentiality of the information from third parties. The Settlement Administrator shall also perform any other duties necessary to administer the settlement and/or to which the Parties otherwise agree in writing.

**9.7 Taxes.** Any person or entity that receives a distribution from the Settlement Fund shall be solely responsible for any taxes or tax-related expenses owed or incurred by that person or entity by reason of that distribution. Such taxes and tax-related expenses shall not be paid from the Settlement Fund. In no event shall Defendants or any of the other Released Parties have any responsibility or liability for taxes or tax-related expenses arising in connection with the payment or distribution of the Settlement Fund to Plaintiffs, Settlement Class Members, Settlement Class Counsel, or any other person or entity.

**9.8 Amendment or Modification.** This Agreement may be amended or modified only by a written instrument signed by all Parties or their successors in interest or their duly authorized representatives.

**9.9 Headings and Formatting of Definitions.** The various headings used in this Agreement are solely for the convenience of the Parties and shall not be used to interpret this Settlement Agreement. Similarly, bolding and italicizing of definitional words and phrases is solely for the Parties' convenience and may not be used to interpret this Settlement Agreement. The headings and the formatting of the text in the definitions do not define, limit, extend, or describe the Parties' intent or the scope of this Settlement Agreement.

**9.10 Notices.** Any communication, verification, or notice sent by any Party in connection with this Agreement shall be sent by email and overnight mail as follows:

**To Plaintiffs:**

David Almeida  
Almeida Law Group LLC  
849 W Webster Ave  
Chicago, IL 60614  
Telephone: (708) 529-5418  
Email: david@almeidalawgroup.com

**To Defendants:**

Esteban Morales  
Mintz, Levin, Cohn, Ferris, Glovsky and  
Popeo, P.C  
2049 Century Park E #300  
Los Angeles, CA 90067  
Telephone: (310) 226-7841  
Email: Emorales@mintz.com

**9.11 Time Periods.** The time periods and dates described in this Agreement with respect to the giving of notices and hearings are subject to Court approval and modification by the Court or by written stipulation of Settlement Class Counsel and Defendants' Counsel.

**9.12 Governing Law.** This Agreement is intended to and shall be governed by the laws of the State of Wisconsin without regard to its choice of law principles.

**9.13 No Construction Against Drafter.** This Agreement shall be deemed to have been drafted by the Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement.

**9.14 Execution Date.** This Settlement Agreement shall be deemed executed upon the last date of execution by all of the undersigned.

**9.15 Execution in Counterparts.** This Agreement shall become effective upon its execution by all of the Parties. The signatories may execute this Agreement in counterparts. Each counterpart shall be deemed to be an original, and execution of counterparts shall have the same force and effect as if all signatories had signed the same instrument.

**9.16 Signatures.** Each person executing this Agreement warrants that such person has the full authority to do so. Signatures sent in pdf format by email will constitute sufficient execution of this Agreement.

**9.17 Continuing Jurisdiction.** The Court shall retain jurisdiction to enforce this Agreement's terms and the Final Judgment.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereby accept and agree to the Agreement, as reflected by their signatures below.

Dated: 11 / 06 / 2025

  
\_\_\_\_\_  
Keefe John

Dated: 11 / 05 / 2025

*Todd M Knuth uccl-308*  
\_\_\_\_\_  
Todd Knuth

Dated: 11 / 06 / 2025

*Norman Walker*  
\_\_\_\_\_  
Norm Walker

Dated: \_\_\_\_\_

\_\_\_\_\_  
Delta Defense, LLC

Dated: \_\_\_\_\_

\_\_\_\_\_  
United States Concealed Carry  
Association, Inc.

IN WITNESS WHEREOF, the Parties hereby accept and agree to the Agreement, as reflected by their signatures below.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Keefe John

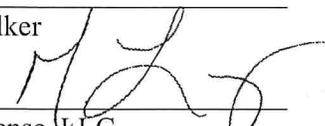
Dated: \_\_\_\_\_

\_\_\_\_\_  
Todd Knuth

Dated: \_\_\_\_\_

\_\_\_\_\_  
Norm Walker

Dated: 11-5-25

  
\_\_\_\_\_  
Delta Defense, LLC

Dated: 11/5/25

  
\_\_\_\_\_  
United States Concealed Carry Association, Inc.

**EXHIBIT 1**  
**[PROPOSED] PRELIMINARY APPROVAL ORDER**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF WISCONSIN**

KEEFE JOHN, TODD KNUTH, and NORM  
WALKER, *on behalf of themselves and all  
others similarly situated,*

Plaintiffs,

v.

DELTA DEFENSE, LLC and UNITED  
STATES CONCEALED CARRY  
ASSOCIATION, INC.,

Defendants.

Case No. 23-CV-1253

**[PROPOSED] PRELIMINARY APPROVAL ORDER**

This Court has reviewed the motion for preliminary approval of class settlement filed in this Action, including the Settlement Agreement and Release (“Settlement Agreement”).<sup>1</sup> Based on this review and the findings below, the Court finds good cause to grant the motion.

1. The Court hereby preliminarily approves the Settlement Agreement, and the terms and conditions of settlement set forth therein, subject to further consideration at the Final Approval Hearing.

2. The Court has conducted a preliminary assessment of the fairness, reasonableness, and adequacy of the Agreement and hereby finds that the settlement falls within the range of reasonableness meriting possible final approval. The Court therefore preliminarily approves the proposed settlement as set forth in the Settlement Agreement.

---

<sup>1</sup> Capitalized terms in this Order, unless otherwise defined, have the same definitions as those terms in the Settlement Agreement.

3. For settlement purposes only, the Class is so numerous that joinder of all Class Members is impracticable.

4. For settlement purposes only, Plaintiffs' claims are typical of the Settlement Class's claims.

5. For settlement purposes only, there are questions of law and fact common to the Settlement Class which predominate over any questions affecting only individual Settlement Class Members.

6. For settlement purposes only, class certification is superior to other available methods for the fair and efficient adjudication of the controversy.

7. The Long-Form Notice, Short-Form Notice, Postcard Notice, Electronic Claim Form, and Opt-Out Form (all attached to the Settlement Agreement), and their manner of transmission, comply with Rule 23 and due process because the notices and forms are reasonably calculated to adequately apprise class members of (i) the pending lawsuit, (ii) the proposed settlement, and (iii) their rights, including the right to either participate in the settlement, exclude themselves from the settlement, or object to the settlement.

**IT IS ORDERED THAT:**

8. **Settlement Approval.** The Settlement Agreement, including the Long-Form Notice, Short-Form Notice, Postcard Notice, Electronic Claim Form, and Opt-Out Form attached to the Settlement Agreement as Exhibits 2-6 are preliminarily approved.

9. **Provisional Certification.** The Settlement Class is provisionally certified as a class of all persons in the United States who had an account (free or paid) with a Defendant and visited a page on a Defendant's website housing a video behind a paywall or subscription wall between September 21, 2020 to June 2, 2025. Excluded from the Settlement Class are the following

individuals and/or entities: (i) Defendants and their parents, subsidiaries, officers and directors, and any entity in which Defendants have a controlling interest; (ii) all persons who submit a timely and valid request for exclusion from the Settlement Class; and (iii) the Judge assigned to this Action as well as their immediate family and staff.

10. **Appointment of the Settlement Administrator and the Provision of Class Notice.** RG2 Claims Administration LLC is appointed as the Settlement Administrator. The Settlement Administrator will notify Class Members of the settlement in the manner specified under Section 4 of the Settlement Agreement.

11. **Claim for a Settlement Award.** Class Members who want to receive an award under the Settlement Agreement must accurately complete and deliver a Claim Form to the Settlement Administrator no later than one hundred and five (105) calendar days after the entry of this Order.

12. **Objection to Settlement.** Any Class Member who has not submitted a timely written exclusion request pursuant to paragraph 13 below and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement Agreement, the Fees, Costs, and Expenses Award, or the Service Award must deliver written objections to the Settlement Administrator (by postal mail or email) or the Court no later than one hundred and five (105) calendar days after the entry of this Order. Written objections must: (a) clearly identify the case name and number; (b) include the full name and the unique identification number for the Settlement Class Member assigned by the Settlement Administrator; (c) include the address, telephone number, and email address of the objecting Settlement Class Member; (d) provide a detailed explanation stating the specific reasons for the objection, including any legal and factual support and any evidence in support of the objection; and (e) include the full name, address, telephone number, and email address of the

objector's counsel, the state bar(s) to which counsel is admitted, and any objections filed in the last two years (if the objector is represented by counsel). Any Class Member who timely submits a written objection, as described in this paragraph, has the option to appear at the Final Approval Hearing, either in person or through personal counsel, to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed settlement, the Service Award, or to the Fees, Costs, and Expenses Award. However, Settlement Class Members (with or without their attorneys) intending to make an appearance at the Final Approval Hearing must include on a timely and valid objection a statement substantially similar to "Notice of Intention to Appear." Only Settlement Class Members who submit timely objections including Notices of Intention to Appear may speak at the Final Approval Hearing. The objection will not be valid if it only objects to the lawsuit's appropriateness or merits.

13. **Failure to Object to Settlement.** Settlement Class Members who fail to object to the Settlement Agreement in the manner specified above will: (1) be deemed to have waived their right to object to the Settlement Agreement; (2) be foreclosed from objecting (whether by a subsequent objection, intervention, appeal, or any other process) to the Settlement Agreement; and (3) not be entitled to speak at the Final Approval Hearing.

14. **Requesting Exclusion.** Settlement Class Members may elect not to be part of the Class and not to be bound by this Settlement Agreement. Individual requests for exclusion may be submitted to the Settlement Administrator electronically (through the Settlement Website) or by postal mail. No mass opt-outs are allowed. All requests for exclusion must be in writing and must: (a) clearly identify the case name and number; (b) include the full name and the unique identification number for the Settlement Class Member assigned by the Settlement Administrator; (c) include the address, telephone number, and email address of the Settlement Class Member

seeking exclusion; (d) contain a statement that the requestor does not wish to participate in the settlement; and (e) be signed personally by the Settlement Class Member. A request for exclusion must be submitted no later than one hundred and five (105) calendar days after entry of this Order.

15. **Conditional Appointment of Class Representative and Class Counsel.** Plaintiffs are conditionally certified as the class representatives to implement the Parties' settlement in accordance with the Settlement Agreement. Almeida Law Group LLC and Hansen Reynolds LLC are conditionally appointed as Settlement Class Counsel. Plaintiffs and Settlement Class Counsel must fairly and adequately protect the Settlement Class's interests.

16. **Stay of Other Proceedings.** The Court hereby orders that any actions or proceedings in any court in the United States involving any Released Claims asserted by any Releasing Parties, except any matters necessary to implement, advance, or further the approval of the Settlement Agreement are stayed pending the Final Approval Hearing and issuance of any Final Order and Judgment.

17. **Termination.** If the Settlement Agreement terminates for any reason, the following will occur: (a) class certification will be automatically vacated; (b) Plaintiffs and Settlement Class Counsel will stop functioning as the class representatives and class counsel, respectively, except to the extent previously appointed by the Court; and (c) this Action will revert to its previous status in all respects as it existed immediately before the Parties executed the Settlement Agreement, other than as to payments made to, or owed for work already incurred by, the Settlement Administrator. Neither the settlement nor this Order will waive or otherwise impact the Parties' rights or arguments.

18. **No Admissions.** Nothing in this Order is, or may be construed as, an admission or concession on any point of fact or law by or against any Party.

19. **Stay of Dates and Deadlines.** All discovery and pretrial proceedings and deadlines are stayed and suspended until further notice from the Court, except for such actions as are necessary to implement the Settlement Agreement and this Order.

20. **Modifications.** Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the settlement which are not materially inconsistent with either this Order or the terms of the Agreement. The Parties may further modify the Settlement Agreement prior to the Final Approval Hearing so long as such modifications do not materially change the terms of the settlement provided therein. The Court may approve the Settlement Agreement with such modifications as may be agreed to by the Parties, if appropriate, without further notice to Settlement Class Members.

21. **Final Approval Hearing.** On \_\_\_\_\_ (month) \_\_\_\_ (day), \_\_\_\_\_ (year) , at \_\_\_\_\_, this Court will hold a Fairness Hearing to determine whether the Settlement Agreement should be finally approved as fair, reasonable, and adequate. Plaintiffs' motion in support of the Final Judgment shall be filed on or before fourteen (14) calendar days before the Final Approval Hearing. Any brief Defendants may choose to file shall be filed on or before seven (7) calendar days before the Final Approval Hearing. This Court may order the Fairness Hearing to be postponed, adjourned, or continued. If that occurs, the updated hearing date shall be posted on the Settlement Website, but other than the website posting, the Parties will not be required to provide any additional notice to Settlement Class Members.

22. **Summary Timeline.** The Agreement and this Order provide for the following timeline dates and deadlines related to the provision of notice and the Final Approval Hearing:

Last day to provide the Settlement Administrator the Class List	On or before 14 days after entry of this Order
---	--

Last day for the Settlement Administrator to publish the Settlement Website and begin operating a toll-free telephone line, email address, and P.O. Box to accept inquiries from Settlement Class Members	On or before 30 days after entry of this Order
Settlement Administrator provides Notice to Settlement Class Members	On or before 45 days after entry of this Order
Last day for Settlement Class Counsel to file motion in support of Fees, Costs, and Expenses Award and apply for Service Awards	On or before 91 days after entry of this Order
Last day for Settlement Class Members to submit Claim Forms, object, or request exclusion from the Settlement Class	On or before 105 days after entry of this Order
Last day for Settlement Class Counsel to file motion in support of Final Approval	On or before 14 days before Final Approval Hearing
Last day for Defendants to file optional brief in support of Settlement	On or before 7 days before Final Approval Hearing

SO ORDERED this \_\_\_ day of \_\_\_\_\_, 2025.

---

THE HONORABLE LYNN ADELMAN  
UNITED STATES DISTRICT COURT

**EXHIBIT 2**  
**LONG-FORM NOTICE**

**THIS IS A NOTICE OF A SETTLEMENT OF A CLASS ACTION LAWSUIT.**

**THIS IS NOT A NOTICE OF A LAWSUIT AGAINST YOU.**

**YOUR LEGAL RIGHTS ARE AFFECTED EVEN IF YOU DO NOTHING.**

**TO: All persons in the United States who had an account (free or paid) with a Defendant and visited a page on a Defendant’s website housing a video behind a paywall or subscription wall between September 21, 2020 to June 2, 2025.**

**PLEASE READ THIS NOTICE CAREFULLY.**

*A FEDERAL COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.*

- A settlement (“Settlement”) has been proposed in the class action lawsuit referenced above, *John, et al. v. Delta Defense, LLC, et al.*, No. 23-cv-1253, pending in the United States District Court for the Eastern District of Wisconsin (“Action”). You may be a class member in the proposed Settlement and may be entitled to participate in the proposed Settlement.
- The United States District Court for the Eastern District of Wisconsin has ordered the issuance of this notice in this Action. Delta Defense, LLC (“Delta”) and United States Concealed Carry Association, Inc. (“USCCA,” and together with Delta, the “Defendants”) deny they did anything wrong and have defended themselves throughout the lawsuit. The Court has not decided who is right. Both sides have agreed to settle the dispute to avoid burdensome and costly litigation.
- If the Court gives final approval to the Settlement, the Defendants will create a fund of \$1,450,000.00. If you submit a valid Claim Form, you may be eligible to obtain a share from this fund on a pro rata basis. The value of a Settlement Class Member’s individual award will depend upon the number of Settlement Class Members who file valid Claim Forms.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>		
<b>SUBMIT A CLAIM FORM</b>	This is the only way to get an award under the Settlement. Visit the Settlement website located at <a href="http://www.[xxxx].com">www.[xxxx].com</a> to obtain a Claim Form.	Deadline: [Month] [Day], [Year]
<b>EXCLUDE YOURSELF</b>	If you exclude yourself from the Settlement, you will not receive an award under the Settlement. Excluding yourself is the only option that allows you to bring or maintain your own lawsuit regarding the allegations in the Action ever again.	Deadline: [Month] [Day], [Year]

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>OBJECT</b>	You may write to the Court about why you object to the Settlement and think it shouldn't be approved. Submitting an objection does not exclude you from the Settlement.	Deadline: [Month] [Day], [Year]
<b>GO TO THE "FAIRNESS HEARING"</b>	<p>The Court will hold a "Fairness Hearing" to consider the Settlement, the request for attorneys' fees and costs of the lawyers who brought the Action, and the Representative Plaintiffs' requests for service awards for bringing the Action.</p> <p>You may, but are not required to, speak at the Fairness Hearing about any objection you submitted to the Settlement. If you intend to speak at the Fairness Hearing, you must also submit a "Notice of Intention to Appear" to the Court and the parties' attorneys, indicating your intent to do so.</p>	<p>Hearing Date: [Month] [Day], [Year]</p> <p>Time: [XX:XX] [am/pm]</p>
<b>DO NOTHING</b>	You will not receive a Settlement award under the Settlement. You will also give up your right to object to the Settlement, and you will not be able to be part of any other lawsuit about the legal claims in this case.	N/A

- These rights and options—and the deadlines to exercise them—are explained in more detail below.
- The Court in charge of this Action has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The relief provided to Settlement Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. *Please be patient.*

**WHAT THIS NOTICE CONTAINS**

BACKGROUND INFORMATION ..... ##

1. Why did I get this notice?
2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a Settlement?

5.	How do I know if I am part of the Settlement?	
6.	I'm still not sure if I am included.	
	THE PROPOSED SETTLEMENT .....	##
7.	What relief does the Settlement provide to the Class Members?	
	HOW TO REQUEST AN AWARD UNDER THE SETTLEMENT – SUBMITTING A CLAIM FORM .....	##
8.	How can I get a Settlement award?	
9.	When will I get a Settlement award?	
	THE LAWYERS IN THIS CASE AND THE PLAINTIFF.....	##
10.	Do I have a lawyer in this case?	
11.	How will the lawyers be paid?	
12.	Will the Plaintiffs receive any compensation for their efforts in bringing this Action?	
	DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS .....	##
13.	What am I giving up to obtain relief under the Settlement?	
	HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT .....	##
14.	How do I exclude myself from the Settlement?	
	HOW TO OBJECT TO THE SETTLEMENT .....	##
15.	How do I tell the Court that I disagree with the Settlement?	
16.	What is the difference between excluding myself and objecting to the Settlement?	
	FAIRNESS HEARING.....	##
17.	What is the Fairness Hearing?	
18.	When and where is the Fairness Hearing?	
19.	May I speak at the hearing?	
	ADDITIONAL INFORMATION.....	##
20.	How do I get more information?	
21.	What if my address or other information has changed or changes after I submit a Claim Form?	

## BACKGROUND INFORMATION

### 1. Why did I get this notice?

You received this Notice because a Settlement has been reached in this Action and you may be a class member. If you are a member of the Settlement Class, you may be eligible for the relief detailed below.

This Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement (which defines certain capitalized terms used in this Notice), see Section 20 below.

### 2. What is this lawsuit about?

Plaintiffs Keefe John, Todd Knuth, and Norm Walker (the “Plaintiffs”) filed a lawsuit against the Defendants on behalf of themselves and all others similarly situated. The lawsuit alleges that Defendants violated the Video Privacy Protection Act, 18 U.S.C. § 2710, *et seq.* by, among other things, using third-party website technology (including the Meta Pixel) to collect and share with third parties, the viewing information of subscribers without obtaining consent.

The Defendants deny each and every one of the allegations of unlawful conduct, any wrongdoing, and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. The Defendants further deny that any Class Member is entitled to any relief and, other than for settlement purposes, that this Action is appropriate for certification as a class action.

**The issuance of this Notice is not an expression of the Court’s opinion on the merits or the lack of merits of the Plaintiffs’ claims in the Action.**

For information about how to learn about what has happened in the Action to date, please see Section 20 below.

### 3. Why is this a class action?

In a class action lawsuit, one or more people sue on behalf of other people who allegedly have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Settlement Class Members. The companies sued in this case are called the Defendants.

### 4. Why is there a Settlement?

To avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, the Parties reached a Settlement that resolves all claims brought on behalf of the Settlement Class. If finally approved by the Court, the Settlement Agreement requires Defendants to provide compensation to certain Settlement Class Members who submit valid and timely Claim Forms. The Settlement is not an admission of wrongdoing by Defendants. Defendants deny that they have done anything wrong or illegal and admit no liability. The Court has **not** decided that the Plaintiffs or Defendants should win this Action. Instead, both sides agreed to a Settlement.

The Court overseeing this Action must give final approval to the Settlement Agreement before it can become effective. The Court has preliminarily approved the Settlement Agreement so that Settlement Class Members may be given notice and the opportunity to exclude themselves from the Settlement Class or to voice their support for or opposition to final approval of the Settlement Agreement. If the Court does not finally approve the Settlement Agreement, or if it is terminated by the Parties, then the Settlement Agreement will be void, and the litigation will proceed as if there had been no Settlement.

## 5. How do I know if I am part of the Settlement?

The Court has decided that everyone who fits this description is a Class Member for purposes of the proposed Settlement: All persons in the United States who had an account (free or paid) with a Defendant and visited a page on a Defendant's website housing a video behind a paywall or subscription wall between September 21, 2020 to June 2, 2025.

## 6. I'm still not sure if I am included.

If you are still not sure whether you are included in the Settlement Class, you can write or call the Settlement Administrator for free help. The Settlement Administrator's contact information is below.

*Delta VPPA Settlement*  
c/o \_\_\_\_\_  
[Address]  
[City] [State], [Zip Code ]  
1-8XX-XXX-XXXX  
Email: [xxxx]@[xxxx].com

## THE PROPOSED SETTLEMENT

## 7. What relief does the Settlement provide to the Class Members?

The Defendants have created a Settlement Fund of \$1,450,000.00 which will be used to pay the Claims of Settlement Class Members, Settlement Class Counsel's Fees, Costs, and Expenses Award (see Section 11 below), Plaintiffs' Service Awards (see Section 12 below), and compensation for the Settlement Administrator for providing notice to the Settlement Class and administering the Settlement.

If you are a Settlement Class Member, you are eligible to receive a pro rata share of the Settlement Fund by timely and validly submitting a Claim Form.

## HOW TO REQUEST AN AWARD UNDER THE SETTLEMENT – SUBMITTING A CLAIM FORM

## 8. How can I get a Settlement Award?

To qualify for a Settlement award, you must send in a Claim Form. A Claim Form is available by clicking [HERE](#) or on the Internet at the Settlement Website [www.\[xxxx\].com](http://www.[xxxx].com). The Claim Form may be submitted electronically or by postal mail [insert info about PO Box].

Read the instructions carefully, fill out the form, and postmark it by [Month] [Day], [Year] or submit it online on or before 11:59 p.m. (Pacific) on [Month] [Day], [Year].

**9. When will I get a Settlement award?**

As described in Sections 17 and 18, the Court will hold a hearing on [Month] [Day], [Year] at [time] to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It's always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. You can check on the progress of the case on the website dedicated to the Settlement at [www.\[xxxx\].com](http://www.[xxxx].com). *Please be patient.*

**THE LAWYERS IN THIS CASE AND THE PLAINTIFF**

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

The Court has ordered that the law firms Almeida Law Group LLC and Hansen Reynolds LLC ("Settlement Class Counsel") will represent the interests of all Settlement Class Members. You will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

**11. How will the lawyers be paid?**

Settlement Class Counsel will petition the Court to receive a Fees, Costs, and Expenses Award up to one third of the common fund, \$483,333.33. The Court will make the final decision as to the amount to be paid to the attorneys for their fees and costs. You will not be required to separately pay any attorneys' fees or costs.

**12. Will the Plaintiffs receive any compensation for their efforts in bringing this Action?**

The Plaintiffs will request a Service Award of up to \$2,000.00 each (up to \$6,000.00 total) for their services as class representatives and their efforts in bringing the Action. The Court will make the final decision as to the amount to be paid.

**DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS**

**13. What am I giving up to obtain relief under the Settlement?**

If the Court approves the proposed Settlement, you will be releasing your claims against the Defendants and the other entities allegedly involved in the conduct at issue unless you have excluded yourself from the Settlement. This generally means that you will not be able to file or pursue a lawsuit against the Defendants or be part of any other lawsuit against the Defendants asserting claims that were or could have been asserted in the Action. The Settlement Agreement, available on the Internet at the website [www.\[xxxx\].com](http://www.[xxxx].com) contains the full terms of the release.

**14. How do I exclude myself from the Settlement?**

You may exclude yourself from the Class and the Settlement. You can submit a request for exclusion to the Settlement Administrator electronically (through the Settlement Website) or by

postal mail. If you want to be excluded, you must either complete the Opt-Out Form available on the Settlement Website located at [www.\[xxxx\].com](http://www.[xxxx].com), or write the Settlement Administrator stating: **(a)** the name and case number of the action – “*John, et al. v. Delta Defense, LLC, et al.*, E.D. Wis. Case No. 23-cv-1253”; **(b)** the full name and the unique identification number for the Settlement Class Member assigned by the Settlement Administrator; **(c)** the address, telephone number, and email address of the Settlement Class Member seeking exclusion; **(d)** that the requestor does not wish to participate in the Settlement; and **(e)** be signed personally by you. If you are not using the Opt-Out Form on the Settlement Website, the request for exclusion must be sent to the Settlement Administrator at:

*Delta VPPA Settlement*  
c/o \_\_\_\_\_  
[Address]  
[City] [State], [Zip Code]  
[www.\[xxxx\].com](http://www.[xxxx].com)

Your request for exclusion must be submitted electronically or be postmarked no later than [Month] [Day], [Year] at 11:59 pm (Pacific). If you submit your request for exclusion by postal mail, you are responsible for your postage.

If you validly and timely request exclusion from the Settlement Class, you will be excluded from the Settlement Class, you will not be bound by the Settlement Agreement or the judgment entered in the Action, you will not be eligible to make a Claim for any benefit under the terms of the Settlement Agreement, you will not be entitled to submit an objection to the Settlement, and you will not be precluded from prosecuting any timely, individual claim against the Defendants based on the conduct complained of in the Action.

## 15. How do I tell the Court that I disagree with the Settlement?

At the date, time, and location stated in Section 18 below, the Court will hold a Fairness Hearing to determine if the Settlement is fair, reasonable, and adequate, and to also consider the attorneys who initiated the Action’s request for a Fees, Costs, and Expenses Award, and Service Awards to the Plaintiffs.

If you wish to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, you must write to the Court and must: **(a)** clearly identify the case name and number – “*John, et al. v. Delta Defense, LLC, et al.*, E.D. Wis. Case No. 23-cv-1253”; **(b)** include the full name and the unique identification number for the Settlement Class Member assigned by the Settlement Administrator; **(c)** include the address, telephone number, and email address of the objecting Settlement Class Member; **(d)** provide a detailed explanation stating the specific reasons for the objection, including any legal and factual support and any evidence in support of the objection; and **(e)** include the full name, address, telephone number, and email address of the objector’s counsel, the state bar(s) to which counsel is admitted, and any objections filed in the last two years (if the objector is represented by counsel). The objection will not be valid if it only objects to the lawsuit’s appropriateness or merits. Objections may be submitted to the Settlement Administrator electronically by email or by postal mail. The Settlement Administrator will then have the objections submitted to the Court. Or you may submit the objections directly to the Court. If an objection is submitted by postal mail, the Settlement Class Member must pay for postage. The Settlement Administrator’s contact information is below.

*Delta VPPA Settlement*  
c/o \_\_\_\_\_  
[Address]  
[City] [State], [Zip Code]  
Email: [xxxx]@[xxxx].com

The mailing address to the Court is:

Clerk of the Court  
United States District Court Eastern District of Wisconsin  
517 East Wisconsin Avenue  
Milwaukee, WI 53202

The objection must be submitted electronically or be postmarked no later than [Month] [Day], [Year] at 11:59 pm (Pacific).

You may, but need not, submit your objection through counsel of your choice. If you do make your objection through an attorney, you will be responsible for your personal attorney's fees and costs.

**IF YOU DO NOT TIMELY MAKE AN OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FAIRNESS HEARING.**

If you submit a written objection, you have the option to appear and request to be heard at the Fairness Hearing, either in person or through personal counsel. You are not required, however, to appear. However, if you, or your attorney, intend to make an appearance at the Fairness Hearing, you must include on your timely and valid objection a statement substantially similar to "Notice of Intention to Appear." Only those who submit timely objections including Notices of Intention to Appear may speak at the Fairness Hearing. If you make an objection through an attorney, you will be responsible for your attorney's fees and costs.

**16. What is the difference between excluding myself and objecting to the Settlement?**

Objecting is simply telling the Court that you disagree with something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

**FAIRNESS HEARING**

**17. What is the Fairness Hearing?**

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Fairness Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the Fees, Costs, and Expenses Award to the

attorneys who initiated the Action; and to consider the request for Service Awards to the Plaintiffs.

### **18. When and where is the Fairness Hearing?**

On [Month] [Day], [Year] at [time], a hearing will be held on the fairness of the proposed Settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement's fairness. The hearing will take place before the Honorable Lynn Adelman, United States District Court Eastern District of Wisconsin – United States Courthouse Room 364, 517 East Wisconsin Avenue, Milwaukee, WI 53202 on [Month] [Day], [Year], at \_\_\_ am/pm. The hearing may be postponed to a different date or time or location without notice. Please check [www.\[xxxx\].com](http://www.[xxxx].com) for any updates about the Settlement generally or the Fairness Hearing specifically. If the date or time of the Fairness Hearing changes, an update to the Settlement Website will be the only way you will be informed of the change.

### **19. May I speak at the hearing?**

At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement. You may attend, but you do not have to. As described above in Section 15, you may speak at the Fairness Hearing only if (a) you have timely submitted an objection, and (b) you have timely and validly provided a Notice of Intent to Appear. If you have requested exclusion from the Settlement, however, you may not speak at the Fairness Hearing.

## **ADDITIONAL INFORMATION**

### **20. How do I get more information?**

To see a copy of the Settlement Agreement, the Court's Preliminary Approval Order, the application for a Fees, Costs, and Expenses Award, and the operative Complaint filed in the Action, please visit the Settlement Website located at: [www.\[xxxx\].com](http://www.[xxxx].com). Alternatively, you may contact the Settlement Administrator at the email address [\[xxxx\]@\[xxxx\].com](mailto:[xxxx]@[xxxx].com) or the U.S. postal (mailing) address: [Address] [City], [State], [Zip Code]. You may also obtain information by calling 1-8XX-XXX-XXXX.

This description of this Action is general and does not cover all of the issues and proceedings that have occurred. In order to see the complete file, you should visit [www.pacer.gov](http://www.pacer.gov) or the Clerk's office at United States District Court Eastern District of Wisconsin – 517 East Wisconsin Avenue, Milwaukee, WI 53202. The Clerk will tell you how to obtain the file for inspection and copying at your own expense.

### **21. What if my address or other information has changed or changes after I submit a Claim Form?**

It is your responsibility to inform the Settlement Administrator of your updated information. You may do so at the address below:

*Delta VPPA Settlement*  
c/o \_\_\_\_\_  
[Address]

[City] [State], [Zip Code ]  
1-8XX-XXX-XXXX  
Email: [xxxx]@[xxxx].com

\* \* \* \*

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE  
LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.**

**EXHIBIT 3**  
**SHORT FORM NOTICE**

## **NOTICE OF CLASS ACTION SETTLEMENT**

*John, et al. v. Delta Defense, LLC, et al.*, Case No. 23-cv-1253 (E.D. Wis.)

### **What is the Action about?**

*John, et al. v. Delta Defense, LLC, et al.*, Case No. 23-cv-1253 (E.D. Wis.) (the “Action”) was filed against Delta Defense, LLC (“Delta”) and United States Concealed Carry Association, Inc. (“USCCA,” together with Delta, the “Defendants”) alleging that Defendants violated the Video Privacy Protection Act, 18 U.S.C. § 2710, *et seq.* by, among other things, using third-party website technology (including the Meta Pixel) to collect and share with third parties, the viewing information of subscribers without obtaining consent. The Defendants deny wrongdoing and liability, and both sides disagree on how much, if anything, the Class could have recovered after trial. ***The Court has not decided which side is right. But both sides have agreed to settle the Action and provide certain benefits to Settlement Class Members in order to avoid the costs, risks, and uncertainties of continued litigation.***

### **Am I a Settlement Class Member?**

You are a “Settlement Class Member” if you are a person in the United States who had an account (free or paid) with a Defendant and visited a page on a Defendant’s website housing a video behind a paywall or subscription wall between September 21, 2020 to June 2, 2025.

### **Who are the Lawyers for the Plaintiffs and the Proposed Class**

The Court has ordered that the law firms Almeida Law Group LLC and Hansen Reynolds LLC will represent the interests of all Settlement Class Members. You will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

### **What relief does the Settlement provide?**

The Settlement provides \$1,450,000.00 to pay (1) claims of eligible Settlement Class Members; (2) Fees, Costs, and Expenses Award to Settlement Class Counsel; (3) Service Awards to the Plaintiffs; and (4) costs of Settlement administration and notice. If you are a Settlement Class Member, you are eligible to receive a pro rata share of the Settlement. The amount may change depending on the number of timely and valid claims submitted by Settlement Class Members. To receive a Settlement award, you must timely complete and submit a valid Claim Form. A Claim Form is available by clicking [HERE](#). The deadline to submit a Claim Form is [Month] [Day], [Year]. If you elect to complete a Claim Form, your class member identification number is: [SAMPLE12345].

### **What are my other options?**

If you don’t want to be legally bound by the Settlement, you must exclude yourself by [Month] [Day], [Year], or you won’t be able to sue the Defendants or others involved with the conduct at issue in the Action ever again. If you stay in the Settlement, you may object to it by [Month] [Day], [Year]. The detailed notice available at [www.\[xxxx\].com](http://www.[xxxx].com) describes the claims you will be

releasing if you do not request exclusion and explains how to request exclusion or to object. If you do nothing, you will not receive a Settlement award under the Settlement; you will also give up your right to object to the Settlement, and you will not be able to be part of any other lawsuit about the legal claims in this case. The Court will hold a hearing on [Month] [Day], [Year] at [time] to consider whether to approve the Settlement and a request by the Settlement Class Counsel for up to \$483,333.33 for a Fees, Costs, and Expenses Award, and a request by Plaintiffs for a Service Award of \$2,000.00 each (\$6,000.00 total) for their services as class representatives and their efforts in bringing the Action. You may ask to appear at the hearing, but you don't have to.

#### **More information?**

For complete information about the Settlement, to view the Settlement Agreement, related court documents, and Claim Forms, and to learn more about how to exercise your various options under the Settlement, visit [INSERT] or call [INSERT]. You may access a longer version of this Notice at [INSERT LINK TO LONG FORM NOTICE]. You may also write to the Settlement Administrator at the email address [INSERT] or the postal address [INSERT].

**EXHIBIT 4**  
**POSTCARD NOTICE CLAIM FORM**

A FEDERAL COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.

**All persons in the United States who had an account (free or paid) with a Defendant and visited a page on a Defendant's website housing a video behind a paywall or subscription wall between September 21, 2020 to June 2, 2025.**

**Why did I get this notice?** A settlement ("Settlement") has been proposed in a class action lawsuit pending in the U.S. District Court for the Eastern District of Wisconsin titled "John, et al. v. Delta Defense, LLC, et al., Case No. 23-cv-1253" ("Action"). According to available records, you might be a "Settlement Class Member." The purpose of this notice is to inform you of the Action and the Settlement so that you may decide what steps to take in relation to it.

Delta VPPA Settlement  
Settlement Administrator  
c/o **INSERT**

Postal Service: Please do not mark bar code

Notice ID #: «NoticeID»

«First1» «Last1»

«CO»

«Addr2»

«Addr1»

«City», «St» «Zip»

«Country»

First-Class Mail US Postage Paid Permit # __
--

**What is the Action about?**

*John, et al. v. Delta Defense, LLC, et al.*, Case No. 23-cv-1253 (E.D. Wis.) (the “Action”) was filed against Delta Defense, LLC (“Delta”) and United States Concealed Carry Association, Inc. (“USCCA,” together with Delta, the “Defendants”) alleging that Defendants violated the Video Privacy Protection Act, 18 U.S.C. § 2710, *et seq.* by, among other things, using third-party website technology (including the Meta Pixel) to collect and share with third parties, the viewing information of subscribers without obtaining consent. The Defendants deny wrongdoing and liability, and both sides disagree on how much, if anything, the Class could have recovered after trial. ***The Court has not decided which side is right. But both sides have agreed to settle the Action and provide certain benefits to Settlement Class Members in order to avoid the costs, risks, and uncertainties of continued litigation.***

**Am I a Settlement Class Member?**

You are a “Settlement Class Member” if you are a person in the United States who had an account (free or paid) with a Defendant and visited a page on a Defendant’s website housing a video behind a paywall or subscription wall between September 21, 2020 to June 2, 2025.

**What relief does the Settlement provide?**

The Settlement provides \$1,450,000.00 to pay (1) claims of eligible Settlement Class Members; (2) a Fees, Costs, and Expenses Award to Settlement Class Counsel; (3) Service Awards to the Plaintiffs; and (4) costs of Settlement administration and notice. If you are a Settlement Class Member, you are eligible to receive a pro rata share of the Settlement. This amount may change, depending on the number of timely and valid claims submitted by Settlement Class Members. To receive a Settlement award, you must timely complete and submit a valid Claim Form. A Claim Form is available at [URL]. The deadline to submit a Claim Form is [Month] [Day], [Year]. If you elect to complete a Claim Form, your class member identification number is: [SAMPLE12345].

**What are my other options?**

If you don’t want to be legally bound by the Settlement, you must exclude yourself by [Month] [Day], [Year], or you won’t be able to sue the Defendants or others involved with the conduct at issue in the Action ever again. If you stay in the Settlement, you may object to it by [Month] [Day], [Year]. The detailed notice available at www.[xxxx].com describes the claims you will be releasing if you do not request exclusion and explains how to request exclusion or to object. If you do nothing, you will not receive a Settlement award under the Settlement; you will also give up your right to object to the Settlement, and you will not be able to be part of any other lawsuit about the legal claims in this case. The Court will hold a hearing on [Month] [Day], [Year] at [time] to consider whether to approve the Settlement and a request by the Settlement Class Counsel for up to \$483,333.33 for a Fees, Costs, and Expenses Award, and a request by Plaintiffs for a Service Award of \$2,000.00 each (\$6,000.00 total) for their services as class representatives and their efforts in bringing the Action. You may ask to appear at the hearing, but you don’t have to.

**More information?**

For complete information about the Settlement, to view the Settlement Agreement, related court documents, and Claim Forms, and to learn more about how to exercise your various options under the Settlement, visit [INSERT] or call [INSERT]. You may also write to the Settlement Administrator at the email address [INSERT] or the postal address [INSERT].

DELTA VPPA SETTLEMENT CLAIM FORM

To be effective as a Claim under the proposed settlement, this form must be completed, signed, and sent, as outlined above, no later than [Month] [Day], [Year]. If this form is not postmarked or received by this date, you will remain a member of the Settlement Class but will not receive any payment from the Settlement.

**Claimant Identification**

Claimant Name (Required): \_\_\_\_\_ Claimant Identification Number (Required): \_\_\_\_\_

\* Your Claimant Identification Number was on the notice of the Settlement you received. If you do not have your Claimant Identification Number, call or email the Settlement Administrator for assistance at [INSERT] or [INSERT].

**Current Contact Information**

Street Address (Required): \_\_\_\_\_ City, State and ZIP Code (Required): \_\_\_\_\_

Preferred Phone Number: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ Email Address (Required): \_\_\_\_\_

\* Settlement payments will be digitally sent to you via email. Please ensure you provide a current, valid email address. If the email address included with your submission becomes invalid for any reason, it is your responsibility to provide accurate contact information to the Settlement Administrator. When you receive the email notifying you of your payment, you will be provided with a number of digital payment options such as PayPal, Amazon, or a digital debit card to immediately receive your payment. You will also have the option to request a paper check at that time.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NO POSTAGE  
NECESSARY  
IF MAILED IN  
THE UNITED  
STATES

Delta VPPA Settlement  
Settlement Administrator  
c/o **INSERT**

**EXHIBIT 5**  
**ELECTRONIC CLAIM FORM**

**This Form must be received by the Settlement Administrator no later than [Month] [Day], [Year].**

This Claim Form may be submitted in one of two ways:

1. Electronically through [INSERT].
2. Mail to: Delta VPPA Settlement, c/o [INSERT].

To be effective as a Claim under the proposed settlement, this form must be completed, signed, and sent, as outlined above, **no later than [Month] [Day], [Year]**. If this form is not postmarked or received by this date, you will remain a member of the Settlement Class but will not receive any payment from the Settlement.

**Claimant Identification**

Claimant Name (Required): \_\_\_\_\_

Claimant Identification Number (Required): \_\_\_\_\_

\* Your Claimant Identification Number was on the notice of the Settlement you received. If you do not have your Claimant Identification Number, call or email the Settlement Administrator for assistance at [INSERT] or [INSERT].

**Current Contact Information**

Street Address (Required): \_\_\_\_\_

City, State and ZIP Code (Required): \_\_\_\_\_

Preferred Phone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Email Address (Required): \_\_\_\_\_

\* Settlement payments will be digitally sent to you via email. Please ensure you provide a current, valid email address. If the email address included with your submission becomes invalid for any reason, it is your responsibility to provide accurate contact information to the Settlement Administrator. When you receive the email notifying you of your payment, you will be provided with a number of digital payment options such as PayPal, Amazon, or a digital debit card to immediately receive your payment. You will also have the option to request a paper check at that time.

**Certification**

I declare under penalty of perjury under the laws of the United States and the state where this claim form is signed that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

I understand that all information provided on this Claim Form is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim will be considered complete and valid.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Date

**EXHIBIT 6**  
**OPT-OUT FORM**





**EXHIBIT 7**  
**[PROPOSED] FINAL APPROVAL ORDER**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF WISCONSIN**

KEEFE JOHN, TODD KNUTH, and NORM  
WALKER, *on behalf of themselves and all  
others similarly situated,*

Plaintiffs,

v.

DELTA DEFENSE, LLC and UNITED  
STATES CONCEALED CARRY  
ASSOCIATION, INC.,

Defendants.

Case No. 23-CV-1253

**[PROPOSED] FINAL APPROVAL ORDER**

On \_\_\_\_\_ (month) \_\_\_\_ (day), 2025, this Court heard the motion for final approval of the class action settlement and for entry of judgment filed by Plaintiffs.<sup>1</sup> This Court reviewed: (a) the motion and the supporting papers, including the Settlement Agreement and Release (“Settlement Agreement”); (b) any objections filed with or presented to the Court; (c) the Parties’ responses to any objections; and (d) counsel’s arguments. Based on this review and the findings below, the Court finds good cause to grant the motion.

**FINDINGS:**

1. Upon review of the record, the Court hereby finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and therefore approves it. Among other matters considered, the Court took into account: (a) the complexity of Plaintiffs’ theory of liability; (b) the arguments raised by Delta Defense, LLC (“Delta”) and United States Concealed Carry Association, Inc. (“USCCA,” together with Delta, the “Defendants”) in their pleadings and

---

<sup>1</sup> Capitalized terms in this Order, unless otherwise defined, have the same definitions as those terms in the Settlement Agreement.

throughout the litigation that could potentially preclude or reduce the recovery by Settlement Class Members; (c) delays in any award to the Settlement Class that would occur due to further litigation and appellate proceedings; (d) the amount of discovery that has occurred; (e) the relief provided to the Settlement Class; (f) the recommendation of the Settlement Agreement by counsel for the Parties; and (g) the low number of objectors to the Settlement Agreement, demonstrating that the Settlement Class has a positive reaction to the proposed settlement.

2. The Court also finds that extensive arm's-length negotiations have taken place, in good faith, between Settlement Class Counsel and Defendants' Counsel resulting in the Settlement Agreement. These negotiations were presided over by an experienced mediator.

3. The Settlement Agreement provides substantial value to the Settlement Class in the form of cash payments.

4. Notice was provided to Class Members in compliance with Section 4 of the Settlement Agreement, due process, and Rule 23 of the Federal Rules of Civil Procedure. The notice: (i) fully and accurately informed Settlement Class Members about the lawsuit and settlement; (ii) provided sufficient information so that Settlement Class Members could decide whether to accept the benefits offered, opt-out and pursue their own remedies, or object to the settlement; (iii) provided procedures for Class Members to file written objections to the proposed settlement, to appear at the hearing, and to state objections to the proposed settlement; and (iv) provided the time, date, and place of the final fairness hearing.

5. Defendants filed a copy of the notice they gave on [Month] [Date], [Year] pursuant to 28 U.S.C. § 1715(b), and the notice complies with the requirements of 28 U.S.C. § 1715(b).

6. Plaintiffs and Settlement Class Counsel have fairly and adequately protected the Settlement Class' interests, and the Parties have adequately performed their obligations under the Settlement Agreement.

7. For the reasons stated in the Preliminary Approval Order, and having found nothing in any submitted objections that would disturb these previous findings, this Court finds and

determines that the proposed Class, as defined below, meets all of the legal requirements for class certification, for settlement purposes only, under Federal Rule of Civil Procedure 23 (a) and (b)(3).

8. An award of \$ \_\_\_\_\_ for a Fees, Costs, and Expenses Award to Settlement Class Counsel is fair and reasonable in light of the nature of this case, Settlement Class Counsel's experience and efforts in prosecuting this Action, and the benefits obtained for the Settlement Class.

9. A Service Award to Plaintiffs of \$ \_\_\_\_\_ each is fair and reasonable in light of: (a) Plaintiffs' risks (including financial, professional, and emotional) in commencing this Action; (b) the time and effort spent by Plaintiffs in litigating this Action; and (c) Plaintiffs' public interest service.

10. Reimbursement of \$ \_\_\_\_\_ to the Settlement Administrator is fair and reasonable to compensate it for the provision of notice to the Settlement Class and administering the Settlement.

**IT IS ORDERED THAT:**

11. **Jurisdiction.** The Court has jurisdiction over the subject matter of this action and over all claims raised therein and all Parties thereto, including the Settlement Class.

12. **Class Members.** The Settlement Class is certified as a class of all persons in the United States who had an account (free or paid) with a Defendant and visited a page on a Defendant's website housing a video behind a paywall or subscription wall between September 21, 2020 to June 2, 2025. Excluded from the Settlement Class are the following individuals and/or entities: (i) Defendants and their parents, subsidiaries, officers and directors, and any entity in which Defendants have a controlling interest; (ii) all persons who submit a timely and valid request for exclusion from the Settlement Class; and (iii) the Judge assigned to this Action as well as their immediate family and staff.

13. **Federal Rule of Civil Procedure 23(a) and (b)(3).** The Court readopts and incorporates herein by reference its preliminary conclusions as to the satisfaction of Federal Rule of Civil Procedure 23(a) and (b)(3) set forth in the Preliminary Approval Order and notes that

because this certification of the Settlement Class is in connection with the Settlement Agreement rather than litigation, the Court need not address any issues of manageability that may be presented by certification of the class proposed in the Settlement Agreement.

**14. Notice Program.** The Court finds that the Notice Program, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the final approval hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and other applicable law.

**15. CAFA Compliance.** The Court finds that Defendants have fully complied with the notice requirements of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

**16. Binding Effect of Order.** This Order applies to all claims or causes of action settled under the Settlement Agreement and binds all Settlement Class Members, including those who did not properly request exclusion under paragraph 14 of the Preliminary Approval Order. This Order does not bind persons who filed timely and valid requests for exclusion.

**17. Release.** Plaintiffs and all Settlement Class Members who did not properly request exclusion are: (1) deemed to have released and discharged Defendants from all claims arising out of or asserted in the Action and all claims released under the Settlement Agreement; and (2) barred and permanently enjoined from asserting, instituting, or prosecuting, either directly or indirectly, these claims. The full terms of the release described in this paragraph are set forth in Sections 1.23-1.25 and 2.2.1 of the Settlement Agreement and are specifically incorporated herein by this reference.

**18. Class Relief.** Defendants are directed to provide the Settlement Fund to the Settlement Administrator according to the terms and timeline stated in the Settlement Agreement. The Settlement Administrator is further directed to issue payments to each Settlement Class

Member who submitted a valid and timely Claim Form (i.e., each Authorized Claimant) according to the terms and timeline stated in the Settlement Agreement.

**19. Cy Pres Distribution.** Any unpaid portion of the Settlement Fund or uncashed checks shall be paid to \_\_\_\_\_.

**20. Miscellaneous.** No person or entity shall have any claim against the Defendants, Defendants' Counsel, Plaintiffs, the Settlement Class Members, Settlement Class Counsel, or the Settlement Administrator based on distributions and payments made in accordance with the Agreement.

**21. Court's Jurisdiction.** Pursuant to the Parties' request, the Court will retain jurisdiction over this Action and the Parties for all purposes related to this settlement.

**22. Dismissal.** The matter is hereby dismissed with prejudice and without costs except as provided in the Settlement Agreement.

SO ORDERED this \_\_\_ day of \_\_\_\_\_, .

---

THE HONORABLE LYNN ADELMAN  
UNITED STATES DISTRICT COURT