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18  
19 **UNITED STATES DISTRICT COURT**  
20 **NORTHERN DISTRICT OF CALIFORNIA**  
21 **SAN FRANCISCO DIVISION**

22 ZARA LEVENTHAL, individually and on)  
behalf of all others similarly situated, )

Case Number: 3:22-cv-01330-LB

23 Plaintiff, )

**CLASS ACTION**

24 vs. )

25 STREAMLABS, LLC, )

**[PROPOSED] FINAL JUDGMENT AND**  
**ORDER APPROVING CLASS ACTION**  
**SETTLEMENT**

26 Defendant. )  
27 )  
28 )

1 WHEREAS:

2 A class action captioned *Zara Leventhal, individually and on behalf of all others similarly*  
3 *situated, v. Streamlabs, LLC*, Case No. 3:22-cv-01330-LB is pending before this Court (the  
4 “Action”). Plaintiff Zara Leventhal (“Plaintiff”), on her own behalf and on behalf of the Class  
5 (defined below) and defendant Streamlabs, LLC (“Defendant” or “Streamlabs”) have jointly  
6 entered, by and through their respective counsel, into a Settlement of the claims asserted in the  
7 Action, the terms of which are set forth in a Settlement Agreement, dated July 17, 2024 (the  
8 “Settlement Agreement” or “Agreement”), subject to approval of the Court.

9 Currently pending before the Court is (1) Plaintiff’s Motion for Final Approval of Class  
10 Action Settlement and Certification of Settlement Class and (2) Plaintiff’s Counsel’s Motion for an  
11 Award of Attorneys’ Fees and Reimbursement of Litigation Expenses, and an Incentive Award to  
12 the Class Representative. ECF Nos. 97, 98, 99. Having reviewed the papers, held a fairness hearing,  
13 and taken the matter under submission, the Court grants the Motion finally certifying the Class and  
14 granting final approval of the proposed Settlement, awarding Plaintiff an incentive award, and  
15 awarding Attorneys’ fees, costs and expenses to Plaintiff’s Class Counsel.

16 Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court certifies, solely for  
17 the purposes of effectuating the Settlement, the Class (as defined in the Settlement Agreement).  
18 Excluded are those who timely and validly requested exclusion from the Settlement in accordance  
19 with the Settlement Agreement and exhibits thereto.

20 Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for purposes of the  
21 Settlement only, Plaintiff Zara Leventhal is appointed as the Class representatives, and Plaintiffs’  
22 counsel Wolf Popper LLP and Berman Tabacco are appointed as counsel for the Class.

23 The Court finds, for purposes of effectuating the Settlement only, that the prerequisites for  
24 a class action under Rules 23(a), 23(b)(2), and 23(b)(3) of the Federal Rules of Civil Procedure  
25 have been satisfied in that: (a) the Class Members are so numerous that joinder of all Class  
26 Members in the Action is impracticable; (b) there are common questions of law and fact which  
27 predominate over any individual questions; (c) the claims of the Class representative are typical  
28 of the claims of the Class Members they represent; (d) Class representative and Class Counsel

1 have, under Rules 23(a)(4) and (g) of the Federal Rules of Civil Procedure, fairly and adequately  
2 represented and protected the interests of all Class Members and will continue to do so; and (e) a  
3 class action is superior to other available methods for the fair and efficient adjudication of the  
4 controversy, considering: (i) the interests of Class Members in individually controlling the  
5 prosecution of separate actions; (ii) the extent and nature of any litigation concerning the  
6 controversy already commenced by Class Members; (iii) the desirability or undesirability of  
7 continuing the Action in this particular forum; and (iv) the likely difficulties in managing the  
8 Action.

9 This Court finds that the distribution of the Notice and the form and methodology of  
10 notice: (a) constituted the best practicable notice to Class Members under the circumstances;  
11 (b) were reasonably calculated, under the circumstances, to apprise Class Members of: (i) the  
12 nature of the Action; (ii) the definition of the Class to be certified; (iii) the claims, issues, and  
13 Defendant's defenses; (iv) the terms and effect of the proposed Settlement of this Action; (v) their  
14 right to exclude themselves from the Settlement; (vi) their right to object to any aspect of the  
15 proposed Settlement; (vii) their right to appear at the Final Approval Hearing, either on their own  
16 or through counsel hired at their own expense, if they did not exclude themselves from the  
17 Settlement; and (viii) the binding effect of the proceedings, rulings, orders, and judgments in this  
18 Action, whether favorable or unfavorable, on all persons who are not excluded from the  
19 Settlement; (c) were reasonable and constituted due, adequate, and sufficient notice to all entitled  
20 to be provided with notice; and (d) fully satisfied all applicable requirements of the Federal Rules  
21 of Civil Procedure (including Rules 23(c) and (d)), the United States Constitution (including the  
22 Due Process Clause), the Rules of the Court, the Class Action Fairness Act, 28 U.S.C. § 1715,  
23 and any other applicable law.

24 Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court finds that the  
25 Settlement is the result of arm's-length negotiations between experienced counsel representing  
26 the interests of the Parties, under the auspices of a neutral Mediator from JAMS, and hereby fully  
27 and finally approves the Settlement as fair, reasonable, and adequate as to, and in the best  
28 interests of, each of the Parties and the Class Members. Accordingly, the Parties and their

1 counsel are hereby authorized and directed to implement and consummate the Settlement in  
2 accordance with its terms and conditions and this Order.

3 Plaintiff Zara Leventhal shall be paid a service award of \$5,000, in accordance with the  
4 terms of the Settlement Agreement.

5 Plaintiffs' counsel shall be paid \$1,100,000 in attorneys' fees and expenses, in accordance  
6 with the terms of the Settlement Agreement.

7 The Claims Administrator, Angeion Group, shall be paid for its fees and expenses in  
8 accordance with the terms of the Settlement Agreement and Defendant's agreement with the  
9 Claims Administrator.

10 The Action and all Released Claims as defined in the Settlement Agreement are dismissed  
11 with prejudice in their entirety. The Parties shall bear their own costs, except as and to the extent  
12 provided in the Settlement Agreement, this Final Judgment and Order ("Judgment"), or any other  
13 Order by this Court awarding attorneys' fees and expenses.

14 Upon the Effective Date, the Class representatives and all other Class Members, and all  
15 others claiming through or on behalf of any of them, and Class Counsel, shall be: (a) deemed to  
16 have, and by operation of the Judgment shall have, fully, finally, and forever released,  
17 relinquished, discharged, and dismissed all Released Claims against Defendant and the Released  
18 Parties as defined in the Settlement Agreement; (b) subject to and bound by the provisions of the  
19 Settlement Agreement and this Judgment, the releases contained herein, and by all other  
20 proceedings, rulings, orders, determinations and judgments in this Action, whether favorable or  
21 unfavorable to the Class Members; and (c) permanently barred and enjoined from commencing,  
22 instituting, maintaining or continuing to prosecute any action or proceeding in any court of law or  
23 equity, arbitration tribunal, administrative forum, or other forum of any kind, asserting any of the  
24 Released Claims against Defendant; provided, however, that nothing herein shall in any way  
25 restrict or impair any Party's right to enforce the terms of the Settlement.

26 Upon the Effective Date, Defendant shall be: (a) deemed to have, and by operation of the  
27 Judgment shall have, fully, finally, and forever released, relinquished, and discharged Plaintiff  
28 and Class Counsel from all claims arising out of or relating to the institution, prosecution,

1 assertion, settlement, or resolution of the Action; provided, however, that nothing herein shall in  
2 any way restrict or impair the rights of any Party to enforce the terms of the Settlement  
3 Agreement and this Judgment; and (b) permanently barred and enjoined from commencing,  
4 instituting, maintaining or continuing to prosecute any action or proceeding in any court of law or  
5 equity, arbitration tribunal, administrative forum, or other forum of any kind, asserting any such  
6 claims against Plaintiff and/or Class Counsel.

7 This Judgment, the Settlement, and any of their respective provisions, and any  
8 negotiations, proceedings or agreements relating to the Settlement, and all matters arising in  
9 connection with such negotiations, proceedings or agreements, and all acts performed or  
10 documents executed pursuant to or in furtherance of the Settlement: may not be deemed to be or  
11 used as an admission of, or evidence of, the validity or invalidity of any Released Claims, or of  
12 any wrongdoing or liability of Defendant; and may not be deemed to be or used as an admission  
13 of, or evidence of, any fault or omission of Defendant in any civil, criminal, or administrative  
14 proceeding in any court, administrative agency or other tribunal. However, any party to this  
15 Action may file the Settlement Agreement and/or this Judgment in any action that may be brought  
16 against it in order to support any defense or counterclaim, including without limitation those  
17 based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment  
18 bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or  
19 counterclaim.

20 Distributions to Class Members shall be made in accordance with the method outlined in  
21 the Settlement Agreement.

22 Any remaining funds shall be distributed by Plaintiff's Counsel to The AbleGamers  
23 Foundation Inc., a §501(c)(3) non-profit charitable organization.

24 Without affecting the finality of this Judgment in any way, this Court hereby retains  
25 continuing jurisdiction over: (a) implementation of the Settlement; (b) the award of attorneys'  
26 fees, costs, interest and reimbursement of expenses in the Action; and (c) all Parties hereto for the  
27 purpose of construing, enforcing and administering the Settlement.  
28

1 Any orders regarding the implementation of the Settlement, the distribution of Settlement  
2 proceeds, attorneys' fees and expenses, or an award to the Class representative, or any appeal,  
3 modification or change of any of the foregoing, shall in no way disturb or affect the finality of  
4 this Judgment and shall be considered separate from this Judgment.

5 The provisions of this Judgment constitute a full and complete adjudication of the matters  
6 considered and adjudged herein, and the Court determines that there is no just reason for delay in  
7 the entry of judgment. The Clerk is hereby directed to immediately enter this Judgment.

8 This disposes of ECF Nos. 97 and 98.

9 **IT IS SO ORDERED.**

10 Dated: January 30, 2025

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14 LAUREL BEELER  
15 United States Magistrate Judge  
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