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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

THOMAS FAN, MATTHEW KIMOTO, and
CLINTON BROWN, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

NBA PROPERTIES, INC. and DAPPER LABS,
INC.,

Defendants.

Case No. 3:23-cv-05069-SI

**AMENDED FINAL APPROVAL
ORDER AND JUDGMENT**

Dkts. 120 - 121

1 WHEREAS, pursuant to Fed. R. Civ. P. (“Rule”) 23(a), 23(b)(3), and 23(e) of the Federal
2 Rules of Civil Procedure, the parties seek entry of an order granting final approval of the
3 Settlement of this Action pursuant to the settlement agreement fully executed on or about July 29,
4 2025 (the “Settlement Agreement”), which, together with its attached exhibits, sets forth the
5 terms and conditions for a proposed Settlement of the Action and dismissal of the Action with
6 prejudice;

7 WHEREAS, the Court granted preliminary approval of the Settlement on August 19,
8 2025; and

9 WHEREAS, the Court has read and considered the Settlement Agreement and its exhibits,
10 and Plaintiffs’ Memorandum in Support of Motion for Final Approval of Class Action
11 Settlement;

12 IT IS HEREBY **ORDERED** as follows:

13 1. Defined Terms. This Order incorporates by reference the definitions in the
14 Settlement Agreement, and all terms used in this Order shall have the same meanings as set forth
15 in the Settlement Agreement.

16 2. Class Certification for Settlement Purposes Only: The Court finds, solely for
17 purposes of the Settlement, that the Rule 23 criteria for certification of the Settlement Class exists
18 in that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members in
19 the Action is impracticable; (b) there are questions of law and fact common to the Settlement
20 Class that predominate over any individual questions; (c) the claims of the Settlement Class
21 Representatives are typical of the claims of the Settlement Class; (d) the Settlement Class
22 Representatives and Settlement Class Counsel have and will continue to fairly and adequately
23 represent and protect the interests of the Settlement Class; and (e) a class action is superior to all
24 other available methods for the fair and efficient adjudication of the controversy.

25 3. Class Definition: Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the
26 Court preliminarily certifies, solely for purposes of effectuating the Settlement Agreement, the
27 following Settlement Class: all individuals in the United States who had NBA Top Shot accounts
28 and Facebook accounts from June 15, 2020 to January 30, 2025. Excluded from the Settlement

1 Class are any entity in which Defendants have a controlling interest, and officers, directors,
2 agents, attorneys, and employees of Defendants.

3 4. Class Representatives and Class Counsel: The Court appoints Bursor & Fisher,
4 P.A. as Class Counsel for the Settlement Class. The Court appoints Thomas Fan, Matthew
5 Kimoto, and Clinton Brown as the Class Representatives.

6 5. Class Notice: Notice of the pendency of this action as a class action and of the
7 proposed settlement was given to Settlement Class Members in a manner reasonably calculated to
8 provide the best notice practicable under the circumstances. The form and method of notifying the
9 Settlement Class Members of the pendency of the Action as a class action and of the terms and
10 conditions of the proposed Settlement met the requirements of Fed. R. Civ. P. 23, due process,
11 and any other applicable law, and constituted due and sufficient notice to all persons and entities
12 entitled thereto. The record establishes that the Settlement Administrator served the required
13 notices under the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, with the documentation
14 required by 28 U.S.C. § 1715(b)(1-8).

15 6. Approval of the Settlement: The Court finds that the requirements of Rule 23(e) of
16 the Federal Rule of Civil Procedure and other laws and rules applicable to final settlement
17 approval of class actions have been satisfied, and the Court approves the settlement of this Action
18 as memorialized in the Settlement Agreement as being fair, just reasonable and adequate to the
19 Settlement Class Members. The Court further finds that the Settlement Agreement substantially
20 fulfills the purposes and objectives of the class action and provides substantial relief to the
21 Settlement Class Members without the risks, burdens, costs or delays associated with continued
22 litigation, trial and/or appeal. The Settlement is not a finding or admission of liability by the
23 Defendants or any other person, nor a finding of the validity of any claims asserted in the Action
24 or of any wrongdoing or any violation of law.

25 7. The Court has considered and finds Class Counsel and the Class Representatives
26 have adequately represented the Settlement Class Members. Plaintiffs, by and through their
27 counsel, have investigated the pertinent facts and law, and have evaluated the risks associated
28 with continued litigation, class certification, trial, and/or appeal. The Court finds that the

1 Settlement Agreement was reached in the absence of collusion, is the product of informed, good-
2 faith, arms-length negotiations between the parties and their capable and experienced counsel.

3 8. The Court finds that the Settlement is effective in appropriately distributing relief
4 to the Settlement Class in light of the claims and defenses asserted, that the method of processing
5 Settlement Class Member claims is reasonable and appropriate, and that the Settlement
6 Agreement treats all Settlement Class Members equitably relative to each other.

7 9. The Court has evaluated this overall reaction of the Class to the Settlement and
8 finds that the overall acceptance of the Settlement Agreement by Settlement Class Members
9 supports the Court’s conclusion that the Settlement Agreement is in all respects fair, reasonable,
10 adequate, and in the best interests of the Settlement Class Members.

11 10. Disbursement of Settlement Fund: The Parties are directed to consummate the
12 Settlement Agreement in accordance with its terms and conditions. The parties are authorized to
13 disburse funds from the Settlement Fund in accordance with the terms and conditions of the
14 Settlement Agreement.

15 11. Settlement Administrator: Epiq Systems, Inc. (“Epiq”) is finally appointed to
16 continue to serve as the Settlement Administrator. The Settlement Administrator is directed to
17 process all Claim Forms in accordance with the Settlement Agreement. Class Counsel and
18 Counsel for Defendants are hereby authorized to employ all reasonable procedures in connection
19 with administration of the Settlement Agreement that are not materially inconsistent with this
20 Order or the Settlement Agreement.

21 12. Settlement Administration Expenses: The Court authorizes the payment of the
22 Settlement Administration Expenses from the Settlement Fund pursuant to Paragraphs 1.32 and
23 1.37 of the Settlement Agreement.

24 13. Attorneys’ Fees, Costs and Expenses: Pursuant to Fed. R. Civ. P. 23(h), the Court
25 hereby awards Class Counsel total attorneys’ fees, costs and expenses in the amount of
26 \$1,974,000.

27 14. Service Awards: The Court awards \$10,000 each to Plaintiffs Thomas Fan,
28 Matthew Kimoto, and Clinton Brown as service awards for their participation in this matter.

1 15. Dismissal: The Action is hereby dismissed with prejudice and without costs as
2 against Defendants and the Released Parties.

3 16. Releases: Class Representatives and all Settlement Class Members (except any
4 such person who has filed a proper and timely request for exclusion) and all persons acting on
5 behalf of or in concert with any of the above, are hereby permanently barred and enjoined from
6 instituting, commencing or prosecuting, either directly or in any other capacity, any and all of the
7 Released Claims against any of the Released Parties. The Court finds that issuance of the
8 permanent injunction described in this paragraph is necessary and appropriate in aid of the
9 Court’s jurisdiction over this Action and to protect and effectuate this Order.

10 17. Judgment: This Settlement Approval Order and Final Judgment constitutes a
11 judgment within the meaning and for purposes of Rule 54 of the Federal Rules of Civil
12 Procedure. Without affecting the finality of the Settlement Approval Order and Final Judgment in
13 any way, this Court hereby retains continuing jurisdiction over: (a) the disposition of the
14 settlement benefits and (b) the settling parties for purposes of construing, enforcing and
15 administering the Settlement Agreement.

16 18. Retaining Jurisdiction. This Court shall maintain continuing jurisdiction over
17 these settlement proceedings to ensure the effectuation thereof for the benefit of the Class, and for
18 any other necessary purpose. Without further order of the Court, the settling parties may agree to
19 reasonably necessary extensions of time to carry out any of the provisions of the Settlement
20 Agreement.

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23 Dated: December 19, 2025



SUSAN ILLSTON
United States District Judge