

**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-01253

Hon. Judge Lynn Adelman

FINAL APPROVAL ORDER

On March 16, 2026, this Court heard the Unopposed Motion for Final Approval of the Class Action Settlement, Motion for Attorneys' Fees, Costs, and Service Awards, and for entry of judgment filed by Plaintiffs.¹ This Court reviewed: (a) the motions 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 motions.

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 Defendants in their pleadings and 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;

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

(e) the relief provided to the Settlement Class; (f) the recommendation of the Settlement Agreement by counsel for the Parties; and (g) the single objection 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 Approval Hearing.

5. 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.

6. 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).

7. As of the deadline to opt-out of the Settlement, 39 Settlement Class Members submitted timely requests to be excluded from the Settlement (attached as Exhibit C to the Settlement Administrator Declaration) and only one Settlement Class Member objected to the Settlement (attached as Exhibit D to the Settlement Administrator Declaration). Those persons that submitted timely

requests for exclusion are not bound by the Settlement Agreement and this Final Order and Judgment and shall not be entitled to any of the benefits or obligations afforded to the Settlement Class Members under the Settlement Agreement, as set forth in the Settlement Agreement.

8. All Settlement Class Members who have not objected to the Settlement Agreement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

IT IS ORDERED THAT:

9. **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.

10. **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 his immediate family and staff.

11. **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.

12. **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.

13. **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. A copy of the notice Defendants gave on November 17, 2025 pursuant to 28 U.S.C. § 1715(b) was attached as Exhibit A to the declaration of the Settlement Administrator in support of the Motion for Final Approval and complies with 28 U.S.C. § 1715.

14. **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.

15. **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 Paragraphs 1.23-1.25 and 2.2.1 of the Settlement Agreement and are specifically incorporated herein by this reference.

16. **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.

17. **Cy Pres Distribution.** Any unpaid portion of the Settlement Fund or uncashed checks shall be paid to the Electronic Privacy Information Center.

18. **Attorneys' fees, costs, and expenses.** Attorneys' fees in the amount of \$446,333.33 and reimbursement of litigation expenses of \$10,070.55 to Settlement Class Counsel are 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.

19. **Service Awards.** A Service Award to Plaintiffs of \$2,000.00 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.

20. **Settlement Administration Costs.** Reimbursement of costs to the Settlement Administrator is fair and reasonable to compensate it for the provision of notice to the Settlement Class and administering the Settlement.

21. **Objection.** The Court overrules the single objection submitted in this Action.

22. **Miscellaneous.** No person or entity shall have any claim against 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.

23. **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.

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

SO ORDERED this 16th day of March, 2026.

/s/ Lynn Adelman
THE HONORABLE LYNN ADELMAN
UNITED STATES DISTRICT COURT