

Exhibit F

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (“**Settlement Agreement**”), effective as of the date this Settlement Agreement is fully executed (“**Effective Date**”) is entered by and between Plaintiff Pradeep Arora, on behalf of himself (“**Plaintiff**”) and a settlement class as defined herein, on one hand, and defendant Oahu Publications Inc., on behalf of itself and the erroneously named defendant, Honolulu Star-Advertiser (collectively, “**Oahu Publications**”) and 342024, LLC (“**342024**” and together with Oahu Publications, the “**Oahu Parties**”), on the other hand. Plaintiff, the Settlement Class (as defined below), and the Oahu Parties may be referred to collectively as the “**Parties**” or singularly referred to as a “**Party**.” This Settlement Agreement is conditioned upon and subject to approval of the Court. Class Counsel (as defined below) and the Parties hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Settlement Agreement, the Lawsuit (as defined below), and all Released Claims (as defined below) shall be finally and fully settled, compromised, and released, on the following terms and conditions:

RECITALS

WHEREAS, on November 27, 2023, Plaintiff filed a Class Action Petition in the United States District Court for the District of Hawaii, styled *Pradeep Arora, et al. v. Honolulu Star-Advertiser, et al.*, Case No. 1:23-cv-00480, alleging that Oahu Publications added a Facebook Pixel on its website, www.staradvertiser.com, which resulted in the disclosure of Plaintiff’s and the Settlement Class’s personally identifiable information without their consent, through, *inter alia*, use of the Facebook/Meta “Pixel” technology in violation of the Video Privacy Protection Act (the “**Lawsuit**”);

WHEREAS, Oahu Publications has denied and continues to deny all material allegations of the Lawsuit, and maintains that its collection and disclosure of the personally identifiable information has been, and continues to be, lawful and appropriate;

WHEREAS, the Oahu Parties and numerous affiliated entities were the subject of reorganization which had the ultimate effect of substantially reducing the assets available to satisfy any judgment in this case and the vesting of any liability in respect of the Lawsuit in 342024;

WHEREAS, the Parties desire to resolve all claims and disputes that are asserted or could have been asserted, or arise from or are otherwise related to the Lawsuit concerning the allegations made against Oahu Publications;

WHEREAS, the Plaintiff believes that the proposed settlement embodied in this Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class, and that this Settlement Agreement should be approved by the Court under Federal Rule of Civil Procedure 23;

WHEREAS, the Oahu Parties, while denying any wrongdoing and without admitting any liability, are entering into this Settlement Agreement solely to avoid further burden and expenses of litigation, and believes that the proposed settlement embodied in this Settlement Agreement is fair, reasonable, and adequate, and that this Settlement Agreement should be approved by the Court under Federal Rule of Civil Procedure 23;

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE*Pradeep Arora, et al. v. Honolulu Star-Advertiser, et al.*

Page 2 of 23

WHEREAS, the Settlement Agreement resolves all Released Claims—as set forth below—in their entirety as to the Oahu Parties, without any admission of liability, and the Parties intend this Settlement Agreement to bind the Parties;

WHEREAS, the Parties believe that this Settlement Agreement can and should be approved to avoid the time, expense, and uncertainty of protracted litigation; and in the event that this Settlement Agreement does not receive final and binding approval from the Court or is terminated according to its terms, the Plaintiff expressly reserves the right to pursue litigation and to try their case to judgment, while the Oahu Parties reserve the right to challenge said litigation and reserves their full defenses; and,

NOW THEREFORE, based upon the premises and covenants contained herein and the recitals set forth above, all of which are an integral part of this Settlement Agreement and are incorporated herein by reference, and for good and valuable consideration, the Parties hereby stipulated and agree, subject to the approval of the Court, as follows:

1. DEFINITIONS. In addition to the terms defined herein, and as used in this Settlement Agreement, the following terms shall be defined as follows:

1.1. “Class Counsel” means attorney Nicholas Coulson and the law firm of Coulson P.C.

1.2. “Class Representative” means Plaintiff.

1.3. “Court” means the United States District Court for the District of Hawaii.

1.4. “Final Approval Order” means the order entered by the Court granting final approval of the settlement embodied in this Settlement Agreement with respect to relief to the class (including Class Representative’s service award, and expressly exempting attorneys’ fees and expenses which will be the subject of a separate order) and dismissing with prejudice all Released Claims against the Oahu Parties, which the Parties will request be entered as a separate judgment under Federal Rule of Civil Procedure 23. The Final Approval Order shall be in a form substantially the same in all material respects to **Exhibit A**, attached to this Settlement Agreement.

1.5. “Local Counsel” means attorney Dennis Potts and the law firm of Potts & Potts.

1.6. “Natural Person” means a human being acting and appearing as him- or herself and expressly excludes any form of business or social organization and any other non-governmental legal entity, including, but not limited to, a corporation, partnership, association, trust, or unincorporated organization.

1.7. “Notice Plan” means the dissemination by publication of the Federal Rule of Civil Procedure 23(e) notice of settlement advising individual class members (A) about the Settlement Agreement and the Court’s approval of the same; (B) that class members may opt to object to the Settlement Agreement by following a specified procedure ; (C) that the judgment, whether favorable or not, will include all members who do not request exclusion; and (D) that any member who does not request exclusion may, if desired, enter an appearance through counsel.

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE*Pradeep Arora, et al. v. Honolulu Star-Advertiser, et al.*

Page 3 of 23

1.8. “Released Claims” means any and all actual or potential claims, counterclaims, actions, causes of action, suits, cross claims, third party claims, contentions, disputes, allegations, fees (including attorneys’ fees), and assertions of wrongdoing, and any demands for injunctive relief or any other type of equitable or legal relief, whether known or unknown, suspected or unsuspected, contingent or non-contingent, discovered or undiscovered, brought or that could be brought under the same factual predicate in the Petition or under the Lawsuit against any of the Released Parties. “Released Claims” do not include claims for damages or other monetary relief. “Released Claims” do not include the right of any Settlement Class member or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement.

1.9. “Released Parties” means the Oahu Parties together with their predecessors, successors (including, without limitation, acquirers of all or substantially all of its assets, stock or other ownership interests) and assigns; the past, present, and future, direct and indirect, parents (including, but not limited to holding companies), subsidiaries and affiliates of any of the above; and the past, present, and future principals, trustees, partners (including, without limitation, affinity, agent bank, and private label and co-brand partners), officers, directors, employees, former employees, agents, attorneys, insurance companies, reinsurers, accountants, administrators, shareholders, advisors, representatives, trustees, members, firms and corporations acting on Oahu Publications’ behalf, predecessors, successors (including, without limitation, acquirers of all or substantially all of their assets, stock, or other ownership interests), assigns, representatives, heirs, executors, and administrators of any of the above.

1.10. “Settlement Class” means all Natural Persons in the United States who have a Facebook account, are subscribed to, rent from, or purchase from Oahu Publication’s *Honolulu Star Advertiser*, and watched one or more videos on Oahu Publication’s website, www.staradvertiser.com.

2. PRELIMINARY CERTIFICATION OF THE SETTLEMENT CLASS.

2.1. This Settlement Agreement is expressly conditioned upon its approval by the Court.

2.2. Upon execution of this Settlement Agreement, the Plaintiff shall seek certification of the Settlement Class appointing himself as Class Representative and appointing the following attorney as Class Counsel: Nicholas A. Coulson of the law firm Coulson P.C.

2.3. Preliminary certification of the Settlement Class and appointment of the Class Representative and Class Counsel shall be binding only with respect to the proposed settlement. In the event the proposed settlement is not consummated for any reason, whether due to a termination of this Settlement Agreement in accordance with its terms, a failure or refusal of the Court to approve the proposed settlement, or a reversal or modification of the Court’s approval of the proposed settlement on appeal, or any other reason, then the certification of the Settlement Class and the appointment of Class Representative or Class Counsel shall be deemed void and vacated; the Parties shall litigate this lawsuit as though the Settlement Agreement had never been entered and the Settlement Class had never been certified; and the Parties shall retain all of their respective rights as they existed prior to execution of this Settlement Agreement.

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

Pradeep Arora, et al. v. Honolulu Star-Advertiser, et al.

Page 4 of 23

3. INJUNCTIVE RELIEF. In consideration for the complete and final settlement of this Lawsuit, the Releases, and other promises and covenants set forth in this Settlement Agreement, and subject to the other terms and conditions herein, Oahu Publications agrees to the following injunctive relief:

3.1. Prior to the Effective Date, Oahu Publications has: (i) removed and/or disabled all Pixels embedded in any webpage on its website, www.staradvertiser.com, that could wrongfully include video content and a URL that identifies a specific video requested or obtained from that website webpage; and, (ii) completed a process to ensure Oahu Publications does not wrongfully possess “personally identifiable information” (as that term is defined in the Video Privacy Protection Act (“**VPPA**”)) of Settlement Class members generated by Pixel. Oahu Publications shall not resume operation of the Pixel on any webpage of its websites accessible in the United States that could wrongfully include video content and a URL that identifies a specific video requested or obtained from that website webpage. Notwithstanding the above, Oahu Publications may seek relief from this injunction upon amendment or repeal of the VPPA or upon implementation of a VPPA-compliant consumer consent form.

4. SETTLEMENT APPROVAL. The Parties shall cooperate in good faith to take all reasonably necessary steps to obtain the Court’s preliminary and final approval of the terms of this Settlement Agreement (“**Preliminary Approval Order**”).

5. NOTICE TO SETTLEMENT CLASS.

5.1. Oahu Publications shall pay the reasonable and actual cost to the Settlement Class.

5.2. Subject to Court approval, the Notice of Proposed Class Action Settlement shall be substantially similar in all material respects to **Exhibit B**, attached to this Settlement Agreement.

6. ATTORNEYS’ FEES, EXPENSES, AND SERVICE AWARDS.

6.1. Class Counsel shall apply (and Oahu Publications shall not object) to the Court for the award of (a) fees and expenses that do not exceed a cap of \$290,000.00 (“**Oahu Publications’ Payment Cap**”), and (b) a Class Representative service award of \$5,000. The Parties acknowledge and agree that an award of (a) fees and expenses and (b) the Class Representative’s service award shall be paid by Oahu Publications within thirty (30) days of the later of the Court’s orders relating to such awards.

6.2. The Oahu Parties shall not have any responsibility for, or interest in, or liability whatsoever with respect to the allocation among Class Counsel, or any other person who may assert some claim thereto, of any fee expense award that the Court may make under the terms of this Settlement Agreement.

7. RELEASES AND WAIVERS OF RIGHTS.

7.1. Release. The Plaintiff covenants and agrees that he will not take any step whatsoever to assert, sue on, continue, pursue, maintain, prosecute, assist, cooperate, facilitate, or enforce any of the Released Claims, directly or indirectly, against the Released Parties.

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE*Pradeep Arora, et al. v. Honolulu Star-Advertiser, et al.*

Page 5 of 23

7.2. Releases Relating To Litigation Conduct. The Parties and their respective counsel agree to release each other from any and all claims relating in any way to any Party or counsel's conduct in this Lawsuit, including but not limited to any claims of abuse of process, malicious prosecution, or any other claims arising out of the institution, prosecution, assertion or resolution of this Lawsuit.

8. NO ADMISSION OF LIABILITY OR WRONGDOING. The Oahu Parties expressly and completely disclaims and denies any wrongdoing or liability whatsoever. This Settlement Agreement, and any and all negotiations, statements, documents, and/or proceedings in connection with this Settlement Agreement, shall not be construed or deemed to be evidence of any admission or concession by the Oahu Parties of any liability or wrongdoing by the Oahu Parties or any of its affiliates, subsidiaries, agents, employees, former employees, directors, representatives, vendors, or any other person or entity acting on its behalf, and shall not be construed or deemed to be evidence of any admission or concession that any person suffered compensable harm or is entitled to any relief. The Oahu Parties may file this Settlement Agreement in any action or proceeding that may be brought against it in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

9. FAIR, REASONABLE, AND ADEQUATE SETTLEMENT. The Parties believe this Settlement Agreement is a fair, reasonable, and adequate settlement of this Lawsuit and have arrived at this Settlement Agreement through arms-length negotiations, taking into account all relevant factors, present and potential.

10. PRESS STATEMENTS. The Parties shall not issue any press releases announcing the settlement. In response to any media inquiries regarding the settlement, the Parties may refer to publicly-filed documents in this Lawsuit. The Parties shall not otherwise make any other public comments or statements to the media concerning the settlement unless such comments or statements are approved in advance by all Parties. However, nothing in this Settlement Agreement shall be construed to prevent Class Counsel from providing information about the Settlement to Settlement Class members.

11. AUTHORITY

11.1. Real Parties in Interest. In executing this Settlement Agreement, the Plaintiff, on behalf of himself and the Settlement Class, represents and warrants that, as far as he is aware, the Settlement Class members are the only persons having any interest in any of the claims that are described or referred to herein, or in any of the pleadings, records, and papers in this lawsuit, and, except as provided herein, the Plaintiff is unaware of said claims or any part thereof having been assigned, granted or transferred in any way to any other person, firm, or entity.

11.2. Voluntary Agreement. This Settlement Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of the Parties, or of any other person, firm or entity.

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

Pradeep Arora, et al. v. Honolulu Star-Advertiser, et al.

Page 6 of 23

11.3. Binding On Successors. This Settlement Agreement shall bind and inure to the benefit of the respective successors, assigns, legatees, heirs, and personal representatives of each of the Parties.

11.4. Parties Represented by Counsel. The Parties hereby acknowledge that they have been represented in negotiations for and in the preparation of this Settlement Agreement by independent counsel of their own choosing, that they have read this Settlement Agreement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Settlement Agreement and of its legal effect.

11.5. Authorization. Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein and, further, that each Party is fully entitled and duly authorized to give this complete and final release and discharge.

12. MISCELLANEOUS.

12.1. Construction and Interpretation. Neither the Parties nor their respective counsel shall be deemed the drafter of this Settlement Agreement for purposes of interpreting any provision hereof in any judicial or other proceeding that may arise between or among them.

12.2. Modifications And Amendments. No amendment, change or modification of this Settlement Agreement or any part thereof shall be valid unless in writing and signed by the Parties.

12.3. Governing Law. This Settlement Agreement is entered into in accordance with the laws of the State of Hawaii and shall be governed by and interpreted in accordance with the laws of the State of Hawaii, without regard to its conflict of law principles.

12.4. Further Assurances. Each of the Parties shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts or things reasonably necessary in connection with the performance of its obligations hereunder to carry out the express intent of the Parties.

12.5. Termination. This Settlement Agreement may be terminated by either the Plaintiff or the Oahu Parties by serving on counsel for the opposing party and filing with the Court a written notice of termination within ten (10) days (or such longer time as may be agreed between Settlement Class Counsel and Oahu Publications) after any of the following occurrences:

- A. The Court rejects, materially modifies, or materially amends or changes the terms of the settlement as embodied in this Settlement Agreement;
- B. The Court declines to enter without material change the material terms in the proposed Preliminary Approval Order or the Final Approval Order; or

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

Pradeep Arora, et al. v. Honolulu Star-Advertiser, et al.

Page 7 of 23

- C. An appellate court reverses the Final Approval Order and the settlement is not reinstated and finally approved without material change by the Court on remand.

12.6. Continuing Jurisdiction. The Parties to this Settlement Agreement stipulate that the Court shall retain personal and subject matter jurisdiction over the implementation and enforcement of this Settlement Agreement, the order preliminarily approving the Settlement Agreement, the Final Approval Order, and any award of fees and expenses.

12.7. Counterparts. This Settlement Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies of executed copies of this Settlement Agreement may be treated as originals.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the signatories has read and understood this Settlement Agreement, has executed it, and represents that he or she is authorized to execute this Settlement Agreement on behalf of the Party or Parties he or she represents, who or which has agreed to be bound by its terms and has entered into this Settlement Agreement.

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

Pradeep Arora, et al. v. Honolulu Star-Advertiser, et al.

Page 8 of 23

PRADEEP ARORA

Dated: _____

Pradeep Arora
Plaintiff and Class Representative

OAHU PUBLICATIONS INC., on behalf of
itself and erroneously named, HONOLULU
STAR-ADVERTISER

Dated: 02/25/2025



Defendant


342024, LLC



Party to Settlement Agreement


APPROVED AS TO FORM:

Dated: 3/18/2025

POTTS & POTTS


Dennis W. Potts
Trevor S. Potts
Local Counsel

Dated: 2/25/25

COULSON P.C.


Nicholas A. Coulson
Class Counsel

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

Pradeep Arora, et al. v. Honolulu Star-Advertiser, et al.

Page 8 of 23

Dated: 2/7/2025

PRADEEP ARORA

DocuSigned by:

Pradeep Arora

947EE8D55F16409...

Pradeep Arora

Plaintiff and Class Representative

Dated: _____

OAHU PUBLICATIONS INC., on behalf of
itself and erroneously named, HONOLULU
STAR-ADVERTISER

Defendant

342024, LLC

Pary to Settlement Agreement

APPROVED AS TO FORM:

POTTS & POTTS

Dated: _____

Dennis W. Potts
Trevor S. Potts
Local Counsel

COULSON P.C.

Dated: _____

Nicholas A. Coulson
Class Counsel