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

17 CESAR CEJUDO, individually and on
18 behalf of all others similarly situated,

19 *Plaintiff,*

20 v.

21 MUBI, INC.,

22 *Defendant.*

Case No. 5:25-cv-03652-BLF

**[~~AMENDED PROPOSED~~] ORDER
GRANTING PLAINTIFF'S UNOPPOSED
MOTION FOR CONDITIONAL CLASS
CERTIFICATION AND PRELIMINARY
APPROVAL OF
CLASS ACTION SETTLEMENT**

Hon. Beth Labson Freeman

1 Before the Court is Plaintiff’s Unopposed Motion for Conditional Class Certification and
2 Preliminary Approval of Class Action Settlement (the “Motion”). For the reasons set forth below, the
3 Court will grant the Motion.

4 **I. Factual and Procedural Background.**

5 This action was filed on April 25, 2025. Plaintiff Cesar Cejudo brought this lawsuit against
6 MUBI, Inc. alleging that it violated California’s Automatic Renewal Law by allegedly signing
7 consumers up for an automatically renewing MUBI subscription service without their knowledge or
8 consent. Based on these allegations, Mr. Cejudo brought claims under California’s False Advertising
9 Law and Unfair Competition Law.

10 The Parties engaged in approximately six months of settlement negotiations, including
11 attending two mediation sessions with an experienced JAMS mediator. Prior to attending a mediation,
12 the Parties exchanged critical information and prepared mediation briefs detailing their respective
13 views on the case. Ultimately, as a result of these negotiations, the Parties finalized and executed the
14 Settlement Agreement on January 5, 2026.

15 **II. The Settlement.**

16 **A. The proposed Settlement Class.**

17 The Settlement Class consists of all individuals in California who signed up for a subscription
18 to MUBI, had his or her subscription to MUBI renewed, and did not receive a refund from MUBI of
19 all subscription renewal charges during the Class Period. Settlement Agreement §I(FF). The Class
20 Period runs from April 1, 2021 to May 31, 2025. *Id.* §I(L).

21 The following people and entities are excluded from the Settlement Class: all persons who
22 validly opt out of the Settlement in a timely manner; governmental entities; counsel of record (and
23 their respective law firms) for the Parties; Defendant and any of its parents, affiliates, subsidiaries,
24 independent service providers and all of their respective officers and directors; the presiding judge in
25 the Action or judicial officer presiding over the matter, and all of their immediate families and
26 judicial staff. *Id.* §I(FF).

1 **B. Benefits to the Settlement Class.**

2 The Settlement requires MUBI to establish a \$1,600,000 Settlement Fund, which will be
3 primarily used to make cash payments to Class Members, and will also cover the costs of notice and
4 administration, attorneys' fees and costs, as approved by the Court, and a service award, as approved
5 by the Court. *Id.* §III(B)(1)(a), I(T). Class Members who file valid claims will receive an equal pro
6 rata share of the Net Settlement Fund. *Id.* §I(II).

7 **C. Settlement Administrator, administration costs, and notice.**

8 The Parties' proposed Settlement Administrator is Kroll Settlement Administration LLC
9 ("Kroll"). The estimated cost of administration for this matter is \$63,260. Administration costs of
10 more than 10% over this estimate will not be approved without further Court order.

11 The Settlement Agreement requires the Parties to notify Settlement Class Members of the
12 Settlement by (a) emailing the notice to all members of the Settlement Class that MUBI has emails
13 for, and (b) mailing, by first class US mail, a postcard notice to Settlement Class Members for whom
14 email notice bounces back or for whom MUBI does not have valid email addresses. In addition, the
15 Settlement Administrator will also send reminder notice via email at least thirty days prior to the
16 Claim Deadline.

17 The Settlement Administrator will also create a Settlement Website that will include all
18 necessary and pertinent information for Settlement Class Members. And finally, the Settlement
19 Administrator shall also establish a toll-free telephone number, through which Class Members may
20 obtain information about the Settlement and obtain answers to frequently asked questions.

21 The Agreement also directs the Settlement Administrator to serve CAFA notice, as required
22 by 28 U.S.C. § 1715.

23 **D. Attorneys' fees and costs, and the Class Representative's service award.**

24 The Settlement contemplates a petition by Class Counsel for reasonable attorneys' fees and
25 costs, as well as a service award for the named Plaintiff as compensation for his time and effort in the
26 action. Under the Agreement, Class Counsel has agreed to limit any fees request to 25% of the
27 Settlement Fund (\$400,000). The Agreement also allows Counsel to seek reimbursement of
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1 reasonable expenses (estimated to be approximately \$25,000) and a service award of up to \$5,000 for
2 the Class Representative. Settlement Agreement §§III(D)(3-4).

3 The Settlement is not contingent on the Court's approval of any of these requests. *Id.*
4 §§III(D)(5-6). The Court will consider these requests after Counsel files a motion for attorneys' fees,
5 costs, and a service award.

6 **III. The Settlement warrants preliminary approval.**

7 **A. Conditional certification of the Settlement Class is appropriate.**

8 For purposes of this proposed Settlement only, and pending final approval of the Settlement
9 Agreement after a Final Approval Hearing, the Court finds that the Settlement Class satisfies the
10 requirements of Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure. Thus, the Court
11 conditionally certifies the Settlement Class.

12 Numerosity. The proposed Settlement Class is made up of approximately 37,700 people.
13 Thus, the proposed Settlement Class is so numerous that joinder of all members is impracticable.

14 Commonality. There are multiple common questions of law and fact, including: (1) whether
15 MUBI failed to provide clear and conspicuous notice that MUBI memberships automatically
16 renewed in visual proximity to the button consumers pressed to sign up for MUBI's services; and (2)
17 whether MUBI charged Class Members for an automatically renewing subscription without first
18 receiving their affirmative consent to do so.

19 Typicality. Plaintiff alleges that he, like all other Settlement Class Members, signed up for a
20 MUBI membership, and that MUBI converted that sign up into an automatically renewing
21 subscription without providing him sufficient notice. And he alleges that, like all other Settlement
22 Class Members, MUBI charged him subscription renewal fees without obtaining his affirmative
23 consent. Thus, his claims are typical of those of the Settlement Class.

24 Adequacy. The Court finds that proposed Class Counsel have no conflicts of interest with
25 absent Class Members, and that they are competent and capable of exercising their responsibilities.
26 The Court also finds that Plaintiff has no conflicts of interest with the Settlement Class, and that he
27 has fairly and adequately represented the interests of the Settlement Class in prosecuting the action.

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1 Predominance. Common questions—like whether MUBI has violated the ARL—
2 predominate. *See Wahl v. Yahoo! Inc.*, 2018 U.S. Dist. LEXIS 195287, at *8 (N.D. Cal. Nov. 15,
3 2018) (“The common question in this case — whether Yahoo violated the ARL by automatically
4 renewing subscriptions to Rivals.com without statutorily required notice — predominates”).

5 Superiority. Because Class Members’ potential individual claims are small, and because their
6 claims are virtually identical, a class action is a superior method to adjudicate this dispute.

7 **B. The proposed Settlement appears fair, adequate, and reasonable, and warrants**
8 **preliminary approval under Federal Rule 23(e)(2).**

9 The Court, after considering the factors laid out in Federal Rule 23(e)(2), and other factors
10 considered by courts in this District, finds that the proposed Settlement appears fair, reasonable, and
11 adequate, and within the reasonable range of final approval. In particular, the Court notes that the
12 Parties engaged in arms’-length negotiations, that the Settlement treats Class Members equitably, and
13 that the relief provided by the Settlement appears more than adequate, especially given the risks of
14 continued litigation.

15 Negotiations. The Parties were represented by knowledgeable, competent counsel and sought
16 the help of an experienced mediator. Counsel engaged in arms’-length negotiations over the course of
17 approximately six months, and completed a thorough analysis of the case prior to agreeing to the
18 Settlement. Moreover, none of the recognized signs of collusion are present here. The fee award that
19 Class Counsel intends to request under the Agreement amounts to 25% of the Settlement Fund,
20 which is in line with the Ninth Circuit’s “benchmark” in common fund cases. *In re Online DVD-*
21 *Rental Antitrust Litig.*, 779 F.3d 934, 949 (9th Cir. 2015). The Parties did not negotiate a clear sailing
22 provision. And the Settlement does not provide for the reversion of any funds to Defendant.

23 Relief provided by the Settlement and the risks of continued litigation. The Settlement offers
24 meaningful and immediate monetary relief to Class Members. Plaintiff represents that the monetary
25 relief, totaling \$1,600,000, represents over 50% of the maximum damages for the Settlement Class.
26 This appears reasonable and adequate, especially given that continued litigation would impose further
27 costs, delays, and challenges to the strength of Plaintiff’s case that may hinder the Class from
28 obtaining relief.

1 reasonable and orders the Settlement Administrator to administer notice as directed in the Settlement
2 Agreement.

3 **D. Opt-outs and objections.**

4 The Court has reviewed and now approves and adopts the procedures and manner governing
5 all requests to be excluded from the Settlement Class, and for objecting to the Settlement Agreement,
6 as provided for in the Settlement Agreement. Class Members may object to or opt-out of the
7 Settlement by the Objection/Exclusion Deadline by following the procedures laid out in the
8 Settlement and the Notice. After the Objection/Exclusion Deadline, no one shall be allowed to object
9 to the Settlement or exclude himself or herself from the Settlement Class or seek to intervene.

10 **E. The claims process.**

11 The Court has reviewed and now approves the content of the Claim Form and the claims
12 procedures set forth in the Settlement Agreement. Class Members may file a claim by the Claim
13 Deadline by following the procedures laid out in the Settlement and the Notice.

14 **F. Schedule and procedures.**

15 The Court orders the following schedule and procedures for disseminating the Notice,
16 requesting exclusion from the Settlement Class, and objecting to the Settlement:

Event	Date
Notice Date	30 Days After Preliminary Approval Order
Deadline for Class Counsel to File a Motion for Attorneys' Fees and Cost	35 Days before Objection/Exclusion Deadline
Objection/Exclusion Deadline	60 Days After Notice Date
Claim Deadline	60 Days After Notice Date
Motion for Final Approval	14 Days Before Final Approval Hearing
Class Counsel to File Responses to Any Written Objections	14 Days Before Final Approval Hearing
Final Approval Hearing	July 16, 2026 at 9:00 AM
Funding of Gross Settlement Fund	10 Business Days After Preliminary Approval Order

25 **G. Hearing.**

26 The Court will hold a Final Approval Hearing on July 16, 2026 at 9:00 AM, to determine the
27 fairness, reasonableness, and adequacy of the Settlement Agreement, and to determine whether the
28 proposed Settlement should be finally approved, and final judgment entered.

1 **H. Other provisions.**

2 All proceedings in this Action are stayed pending Final Approval of the Settlement, except as
3 may be necessary to effectuate the Settlement or comply with its terms. Pending Final Approval of
4 the Settlement, all Class Members are prohibited from commencing any action or other proceeding
5 against Defendant (or any released party) that asserts a Released Claim, as defined in the Agreement.

6 If for any reason the Court does not execute and file an order of Final Approval, or in the
7 event that the Settlement Agreement becomes null and void for any other reason, the Parties will be
8 restored to the status quo ante as set forth in the Settlement. All orders entered in connection with this
9 Settlement, including this order conditionally certifying the Settlement Class, will become null and
10 void. And the Settlement Agreement, and all proceedings related to it, will be deemed to be without
11 prejudice to the rights of any Parties.

12 The Court exerts exclusive and continuing jurisdiction over the claims and issues in this
13 litigation and specifically over all aspects related to the proposed Settlement.

14 **V. Conclusion.**

15 Based on the foregoing, IT IS ORDERED THAT:

16 1. Plaintiff's Unopposed Motion for Conditional Class Certification and Preliminary
17 Approval of Class Action Settlement is granted upon the terms and conditions set forth in this Order.

18 2. The Court preliminarily certifies the Settlement Class, as defined in §I(FF) of the
19 Settlement Agreement, for the purposes of settlement.

20 3. The Court preliminarily appoints Cesar Cejudo as Class Representative for the
21 purposes of settlement.

22 4. The Court preliminarily appoints Jonas Jacobson, Simon Franzini, Martin Brenner,
23 and Grace Bennett of Dovel & Luner, LLP as Class Counsel for the purposes of settlement.

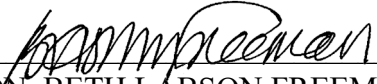
24 5. The Court preliminarily finds that the terms of the Settlement are fair, reasonable, and
25 adequate, and comply with Rule 23(e) of the Federal Rules of Civil Procedure.

26 6. The Court appoints Kroll Settlement Administration LLC as Settlement
27 Administrator.

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1 7. The proposed Notice Plan complies with the requirements of Rule 23 and due process,
2 and Notice is to be sent to the Settlement Class Members as set forth in the Settlement Agreement.

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4 Dated: March 12, 2026



HON. BETH LABSON FREEMAN
UNITED STATES DISTRICT JUDGE

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