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**COOLEY LLP**  
MICHAEL G. RHODES (116127)  
(rhodesmg@cooley.com)  
JEFFREY M. GUTKIN (216083)  
(jgutkin@cooley.com)  
BENJAMIN H. KLEINE (257225)  
(bkleine@cooley.com)  
KRISTINE A. FORDERER (278745)  
(kforderer@cooley.com)  
101 California Street, 5th Floor  
San Francisco, CA 94111-5800  
Telephone: (415) 693-2000  
Facsimile: (415) 693-2222

**POMERANTZ LLP**  
Jeremy A. Lieberman (*pro hac vice*)  
(jalieberman@pomlaw.com)  
Murielle J. Steven Walsh (*pro hac vice*)  
(mjsteven@pomlaw.com)  
Aatif Iqbal (*pro hac vice*)  
(aiqbal@pomlaw.com)  
600 Third Avenue, 20th Floor  
New York, NY 10016  
Tel: (212) 661-1100  
Fax: (917) 463-1044

Attorneys for Plaintiffs

Attorneys for Defendant  
NIANTIC, INC.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

In re Pokémon Go Nuisance Litigation

Case No. 3:16-cv-04300-JD

**JOINT NOTICE OF ADDENDUM TO  
SECOND AMENDED SETTLEMENT  
AGREEMENT**

1 On May 2, 2019 the Court granted preliminary approval of the Parties’ Second Amended  
2 Settlement Agreement (“Settlement Agreement”) (Dkt. No. 131). At the direction of the Court, the  
3 Parties participated in a settlement conference related solely to attorneys’ fees, costs, and incentive  
4 awards (Dkt. Nos. 121; 130). The Parties reached an agreement regarding attorneys’ fees, costs, and  
5 incentive awards at the settlement conference and have memorialized that agreement in Addendum 1  
6 to the Settlement Agreement (“Addendum 1”), attached as **EXHIBIT A** hereto. Addendum 1 relates  
7 only to the amount of Plaintiffs’ counsel’s attorneys’ fees, costs, and Plaintiffs’ incentive awards and  
8 does not otherwise change the Settlement Agreement.

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Dated: June 10, 2019

COOLEY LLP  
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JEFFREY M. GUTKIN (216083)  
BENJAMIN KLEINE (257225)  
KRISTINE A. FORDERER (278745)

/s/ Jeffrey Gutkin

Jeffrey Gutkin (216083)  
Attorneys for Defendant  
NIANTIC, INC.

Dated: June 10, 2019

POMERANTZ LLP

/s/ Murielle J. Steven Walsh

Jeremy A. Lieberman (*pro hac vice*)  
Murielle J. Steven Walsh (*pro hac vice*)  
Aatif Iqbal (*pro hac vice*)  
Attorneys for Plaintiffs

204489707

# EXHIBIT A

**Addendum 1 to Second Amended Class Action Settlement Agreement**

This addendum (“Addendum 1”) is intended to supplement the Second Amended Class Action Settlement Agreement (Dkt. 129-1) (the “Agreement” or “Settlement Agreement”) entered into by and among (i) Scott Dodich and Jayme Gotts-Dodich; The Villas of Positano Condominium Association, Inc., on behalf of its members (“Villas”); Jill M. Barbarise; Jason Sarkis; Melissa Perez; Congshan “Sam” Hao; Bruce Garton; Sally Rogers; Deborah J. Pimentel; and Loren Morgan (collectively “Plaintiffs”); and (ii) Defendant Niantic, Inc. (“Defendant” or “Niantic,” and together with Plaintiffs, the “Parties” or singularly “Party”), on April 25, 2019. Except as specifically stated below related to attorneys’ fees, costs, and service awards, Addendum 1 does not change or alter the any term of the Settlement Agreement.

Whereas:

1. On February 14, 2019, Plaintiffs filed a Motion for Preliminary Approval specifying that Plaintiffs’ counsel at Pomerantz LLP (“Pomerantz”) would petition the Court for an award of attorneys’ fees, costs, and incentive awards to Pomerantz (Dkt. No. 117);
2. On March 14, 2019, the Court ordered the parties to participate in a settlement conference before Judge Joseph Spero regarding the amount attorneys’ fees and costs to Pomerantz;
3. On April 30, 2019, the Parties engaged in a settlement conference before Judge Joseph Spero related to attorneys’ fees, costs, and incentive awards to the Plaintiffs;
4. On May 2, 2019, the Court granted preliminary approval of the Second Amended Settlement Agreement (Dkt. No. 131.)

Now, therefore, the Parties hereby agree as follows:

1. Plaintiffs will petition the Court for an award of \$4 million to Pomerantz, inclusive of all past and future attorneys’ fees and costs of any kind related to this matter.
2. Plaintiffs will petition the Court for a service award of \$2,500 to each Plaintiff, totaling \$27,500.
3. Niantic will not object to Plaintiffs’ petitions for attorneys’ fees, costs, or service awards as set forth above.
4. Any amounts awarded by the Court for attorneys’ fees and costs shall not affect

1 Niantic’s pre-existing obligation under paragraph 2.5 of the Settlement Agreement to pay “all  
2 reasonable and necessary costs of the Class Notice program.”

3 5. Except as otherwise set forth in Addendum 1 and the Settlement Agreement, neither  
4 Pomerantz nor Plaintiffs shall seek payment, damages, remuneration, or compensation of any kind  
5 from Niantic related to this matter.

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/s/ Jeffrey Gutkin

Jeffrey Gutkin (216083)  
Attorneys for Defendant  
NIANTIC, INC.

Dated: June 10, 2019

POMERANTZ LLP

/s/ Murielle J. Steven Walsh

Jeremy A. Lieberman (*pro hac vice*)  
Murielle J. Steven Walsh (*pro hac vice*)  
Aatif Iqbal (*pro hac vice*)  
Attorneys for Plaintiffs

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**ATTESTATION OF CONCURRENCE IN FILING**

In accordance with N.D. Cal. L.R. 5-1(i)(3), I hereby attest that I have obtained the concurrence of all other signatories in the filing of this document.

Dated: June 10, 2019

**COOLEY LLP**

By: /s/ Jeffrey M. Gutkin  
Jeffrey M. Gutkin

*Attorneys for Defendant*  
NIANTIC, INC.