

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Settlement” or the “Agreement”) is made and entered by and between Plaintiffs Jonathan Beer and Thalia Calo Gonzalez, individually and on behalf of the Settlement Class (“Plaintiffs” or “Class Representatives”), on the one hand, and Defendant Fandango Media, LLC (“Fandango” or “Defendant”) (collectively with Plaintiffs, the “Parties”), on the other hand, and is subject to approval in the action entitled *Jonathan Beer et al. v. Fandango Media, LLC*, Case No. 25CU046749N, pending in the Superior Court of the State of California for the County of San Diego (the “Court”). This Agreement is intended by the Parties to fully, finally and forever resolve, discharge, and settle the Released Claims (as defined herein), upon and subject to the terms and conditions of this Agreement.

I. DEFINITIONS

As used in this Agreement and all related documents, the following terms have the following meanings:

A. “**Action**” means *Jonathan Beer et al. v. Fandango Media, LLC*, Case No. 25CU046749N, pending in the Superior Court of California for the County of San Diego.

B. “**Administration Costs**” means the actual costs reasonably charged by the Settlement Administrator for its services as provided for in this Agreement, including, but not limited to, all costs of providing Class Notice to and responding to inquiries from persons in a Settlement Class, issuing Settlement Awards, processing Claim Forms, providing compensation to persons in a Settlement Class, maintaining a Settlement Website and a designated post office box for receiving Claim Forms, and paying taxes and tax expenses related to the Settlement.

C. “**Agreement**” means this Settlement Agreement and Release, including the notices and other documents attached as exhibits to this Agreement, and any amendments thereto.

D. “**Cash Benefit(s)**” means a monetary payment, in the form of a check or electronic payment, to a Convenience Fee Settlement Class Member who elected to receive a Cash Benefit through a valid Claim Form.

E. “**Cash Benefit Account**” means a cash account created by the Class Administrator, the amount of which shall be established by the Settlement Administrator, which shall equal the total Cash Benefit to be awarded to all Convenience Fee Settlement Class Members who elected to receive a Cash Benefit through a valid Claim Form. The Cash Benefit Account will be at an FDIC-insured depository institution of the Settlement Administrator’s choice (subject to any Party’s reasonable veto).

F. “**Claim(s)**” or “**Claim Form(s)**” means the document to be submitted by a Convenience Fee Settlement Class Member, in substantially the same form as “**Exhibit C**,” which shall offer each Convenience Fee Settlement Class Member the opportunity to elect a Cash Benefit.

G. “**Claim Deadline**” means the date by which all Claim Forms must be postmarked or received to be considered timely and will be set as a date no later than **ninety (90) Days** after the Notice Date, or such other deadline set by the Court.

H. “**Claim Period**” means the time period in which Convenience Fee Settlement Class Members may submit a Claim Form. The Claim Period begins on the Notice Date and ends on the Claim Deadline.

I. “**Class Notice**” means notice that will be provided to the Settlement Classes, as described in this Agreement, which shall be substantially in the form of Exhibits A, B, and D hereto, and as ordered by the Court.

J. “**Class Counsel**” means Simon Franzini, Grace Bennett, and Martin Brenner of Dovel & Luner, LLP.

K. “**Class Period**” means (i) June 11, 2020 through and including June 17, 2024 for the Convenience Fee Settlement Class; and (ii) and October 7, 2024 through April 16, 2025 for the FanClub Settlement Class.

L. “**Class Representatives**” means the named Plaintiffs in this Action, Jonathan Beer and Thalia Calo Gonzalez.

M. **“Convenience Fee(s)”** means any convenience fee in connection with online purchases made on any of Fandango’s websites, mobile phone applications, and/or any online platform owned or operated by or on behalf of Fandango for tickets to movie theaters in California.

N. **“Convenience Fee Settlement Class Member”** means a Settlement Class Member who is not subject to binding arbitration according to Defendant’s records and who paid at least one Convenience Fee between June 11, 2020 through and including June 17, 2024.

O. **“Court”** means the Superior Court of California for the County of San Diego.

P. **“Days”** means calendar days unless business days are specified, except that when computing any period of time prescribed or allowed by this Settlement Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. When computing any period of time prescribed or allowed by this Settlement Agreement, the last day of the period so computed shall be included, unless it is a Saturday, Sunday or federal or State of California legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or federal or State of California legal holiday.

Q. **“Defendant”** means Fandango Media, LLC.

R. **“Defendant’s Counsel”** means Manatt, Phelps & Phillips, LLP.

S. **“Effective Date”** means: (1) if there are no objections, the date of the Final Approval Order; or (2) if there are objections, the date upon which the last (in time) of the following events occurs: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order; (ii) the date of completion, in a manner that finally affirms and leaves in place the Final Approval Order without any material modification, of all proceedings arising out of any appeal(s) of the Final Approval Order; (iii) the date of final dismissal of any appeal of, or the final dismissal or resolution of any proceeding on certiorari with respect to, the Final Approval Order; or (iv) the date upon which the final objection is withdrawn.

T. **“FanClub Settlement Class Member”** means a California or Washington consumer who purchased a Fandango FanClub membership between October 7, 2024 through April 16, 2025.

U. “**Fee Award**” means the amount of attorneys’ fees and reimbursement of costs and expenses awarded by the Court to Class Counsel, which will be paid by Defendant pursuant to the terms set forth herein.

V. “**Final Approval Hearing**” means the hearing at which the Court will consider whether to finally approve this Agreement and the Settlement set forth herein as fair, reasonable and adequate. The Final Approval Hearing shall be set by the Court and shall be at least **forty-five (45) Days** after the Objection/Exclusion Deadline.

W. “**Final Approval Order**” means both the order and judgment, whether entered separately or together, that the Court enters upon finally approving the Settlement in connection with the Final Approval Hearing.

X. “**Final Tally**” means (1) the total number of valid and timely Claims received and approved electing the Cash Benefit option; (2) the total cash amount to be paid to the Cash Benefit Account for distribution to Convenience Fee Settlement Class Members with valid Claims; and (3) the total number of Vouchers to be distributed.

Y. “**Final Tally Date**” means the date on which the Class Administrator provides the Final Tally to the Parties, which shall be **thirty (30) Days** after the later of the Claim Deadline or the Effective Date.

Z. “**Incentive Award**” means any Court-approved awards to the Class Representatives, in their capacity as individual class representatives, as compensation for their efforts and diligence in pursuing this Action.

AA. “**Long Form Notice**” means notice of the proposed Settlement to be provided to Settlement Class in substantially the same form as “**Exhibit B**”.

BB. “**Notice Date**” means the date, no later than **sixty (60) Days** after the Preliminary Approval Order, when notice to the class must be completed.

CC. “**Objection/Exclusion Deadline**” means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a person within the Settlement

Classes must be made, which shall be the date that is **thirty (30) Days** after the Notice Date, or such other date set by the Court.

DD. **“Parties”** or **“Party”** means the Class Representatives and Defendant.

EE. **“Preliminary Approval Order”** means the order signed and entered by the Court preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, appointing the Settlement Administrator, directing Notice thereof to the Settlement Class, setting the Notice Date, and scheduling the Final Approval Hearing.

FF. **“Released Claims”** means:

1. For the **Convenience Fee Settlement Class Members**, any and all causes of action, suits, claims, liens, demands, judgments, costs, damages, obligations, attorney fees (except as provided for in the Class Settlement), and all other legal responsibilities in any form or nature, including but not limited to, all claims relating to or arising out of state, local, or federal statute, ordinance, regulation, or claim at common law or in equity, whether past, present, or future, known or unknown, asserted or unasserted, against the Released Parties or any of them, in any way arising out of Convenience Fees, including all claims that were brought or could have been brought in the Action or in *Reeves v. Fandango Media, LLC*, Case No. 24STCV14691 (Los Angeles Super. Ct.) arising out of Convenience Fees (“Convenience Fee Released Claims”).

2. For the **FanClub Settlement Class Members**, any and all causes of action, suits, claims, liens, demands, judgments, costs, damages, obligations, attorney fees (except as provided for in the Class Settlement), and all other legal responsibilities in any form or nature, including but not limited to, all claims relating to or arising out of state, local, or federal statute, ordinance, regulation, or claim at common law or in equity, whether past, present, or future, known or unknown, asserted or unasserted, against the Released Parties or any of them, in any way arising out of FanClub membership, including all claims that were brought or could have been brought in the Action or in *Beer et al. v. Fandango Media, LLC*, Case No. 1:25-cv-05857-RA (S.D.N.Y) arising out of FanClub membership (“FanClub Released Claims”).

GG. **“Released Parties”** means Defendant and each of its current, former, and future parents, predecessors, successors, affiliates, assigns, subsidiaries, divisions, or related corporate entities, and all of their respective current, future, and former employees, officers, directors, partners, principals, members, shareholders, owners, associates, assigns, agents, trustees, administrators, executors, insurers, underwriters, financial and investment advisors, lenders, auditors, attorneys, legal representatives, independent contractors, consultants, licensors, licensees, retailers, suppliers, distributors, endorsers, investors, manufacturers, customers, and any and all other entities or persons upstream and downstream in the production/distribution channels, but only in their capacity as such.

HH. **“Releasing Parties”** means the Class Representatives and all Settlement Class Members who do not timely opt-out of the Settlement Classes, on behalf of themselves and their respective present, future, or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys (including any attorney engaged by Settlement Class Members who is not Class Counsel), accountants, financial and other advisors, underwriters, representatives, shareholders, lenders, auditors, investment advisors, owners associations, and any other legal or natural persons who may claim by, through, or under them, but only in their capacity as such.

II. **“Settlement Administrator”** means a well-established third-party agent or administrator agreed to by the Parties and appointed by the Court to perform the duties set forth in this Agreement, including but not limited to overseeing the distribution of Class Notice, establishing a Settlement Website, validating Claim Forms, processing payment of any Cash Benefits owed to Convenience Fee Settlement Class Members, distributing Vouchers to Settlement Class Members in accordance with the terms of this Agreement, and handling the determination, payment and filing of any forms that may be required related to federal, state and/or local taxes of any kind.

JJ. “**Settlement Award**” means a Voucher or Cash Benefit provided to an eligible Settlement Class Member in accordance with the terms of this Agreement.

KK. “**Settlement Class(es)**” means both the Convenience Fee Settlement Class and the FanClub Settlement Class, each defined as:

1. “**Convenience Fee Settlement Class**”: All individuals who are not subject to binding arbitration and who paid Convenience Fees to purchase any tickets through Fandango to California theaters between June 11, 2020 through and including June 17, 2024; and

2. “**FanClub Settlement Class**”: All California and Washington consumers who purchased a Fandango FanClub membership between October 7, 2024 through April 16, 2025.

Excluded from the Convenience Fee Settlement Class are (1) all persons who validly opt out of the Settlement in a timely manner; (2) governmental entities; (3) counsel of record (and their respective law firms) for the Parties; (4) Defendant and any of its parents, affiliates, subsidiaries, and all of their respective officers and directors; (5) the presiding judge in the Action or judicial officer presiding over the matter, and all of their immediate families; (6) any natural person or entity that entered into a release with Defendant prior to the Effective Date covering any Convenience Fee Released Claim; and (7) the legal representatives, successors or assigns of any such excluded persons, but only in their capacity as such.

Excluded from the FanClub Settlement Class are (1) all persons who validly opt out of the Settlement in a timely manner; (2) governmental entities; (3) counsel of record (and their respective law firms) for the Parties; (4) Defendant and any of its parents, affiliates, subsidiaries, and all of their respective officers and directors; (5) the presiding judge in the Action or judicial officer presiding over the matter, and all of their immediate families; (6) any natural person or entity that entered into a release with Defendant prior to the Effective Date covering any FanClub Released Claim; and (7) the legal representatives, successors or assigns of any such excluded persons, but only in their capacity as such.

LL. “**Settlement Class Member(s)**” means any member of either Settlement Class.

MM. “**Settlement Website**” means the website to be established by the Settlement Administrator for the purpose of providing Class Notice, Claim Forms, and other information regarding the Action and this Settlement, as described in this agreement.

NN. “**Voucher**” means a promo code sent by email that may be applied toward the purchase of movie tickets made at Fandango.com or via the Fandango app and cannot be redeemed directly at any theater box office. Such Vouchers are subject to additional terms and conditions, as set forth in Section III(D).

II. LITIGATION BACKGROUND

A. This settlement resolves allegations that Defendant failed to timely disclose a mandatory Convenience Fee for the online purchase of movie tickets to California theaters during the Class Period in violation of California law. This settlement also resolves claims that, during the Class Period, Defendant violated certain laws in connection with FanClub memberships offering \$10 monthly credits, discounts or promo codes that expire after 30 days (or that the foregoing allegedly constituted expiring gift cards) (herein, “**FanClub Credits Claims**”).

B. Before this consolidated lawsuit was brought, the Convenience Fee claims and the FanClub Credits Claims were both litigated, in two separate putative class actions.

C. In *Beer et al. v. Fandango Media, LLC*, Case No. 1:25-cv-05857-RA (S.D.N.Y). Plaintiffs Jonathan Beer and Thalia Calo Gonzales alleged violations of California’s Gift Certificate Law, Cal. Civ. Code § 1749.45 *et seq.*, California’s False Advertising Law, Cal. Bus. & Prof. Code § 17500 *et seq.*, California’s Consumers Legal Remedies Act, Cal. Civil Code § 1770 *et seq.*, California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.*, Washington’s Gift Certificate Law, RCW §19.240 *et seq.*, Washington’s Consumer Protection Act, RCW Chapter 19.86, the Credit Card Accountability Responsibility and Disclosure Act of 2009, 15 U.S.C. § 1601 *et seq.*, as well as alleged claims for quasi-contract/unjust enrichment related to the FanClub Credits claims. They sought injunctive relief, compensatory damages, and restitution.

D. In *Reeves v. Fandango Media, LLC*, Case No. 24STCV14691 (Los Angeles Super. Ct.), another California consumer also represented by Class Counsel, Tiffany Reeves, alleged a violation of the UCL as well as a quasi-contract/unjust enrichment claim in connection with the Convenience Fee claims. She sought injunctive relief and restitution. Litigation in the *Reeves* matter included an initial status conference followed by a pre-pleading conference statement and a pre-pleading conference concerning Defendant's anticipated demurrer. The parties in *Reeves* then extensively briefed Defendant's demurrer challenging Ms. Reeves's claims in their entirety on a variety of grounds, submitted declarations and requests for judicial notice in support of their respective arguments, and participated in a hearing on the demurrer. On April 8, 2025, the *Reeves* court overruled the demurrer. After the demurrer was overruled, the parties in *Reeves* conferred regarding the timing and scope of discovery, which resulted in the parties submitting to the court another pre-pleading conference statement and participating in a second pre-pleading conference. Discovery in the *Reeves* matter had opened shortly before the parties began engaging in settlement discussions.

E. To attempt to resolve the class claims at issue, the Parties participated in an all-day, in-person mediation in Los Angeles, California on August 21, 2025 with mediator Bruce Friedman of JAMS. In the lead up to and during the mediation, the Parties exchanged informal discovery, including business records relevant to the claims and alleged damages. The Parties also prepared comprehensive mediation briefs setting forth their respective positions in detail. Class Counsel spent significant time and effort analyzing these records to understand Defendant's alleged liability and the potential damages models available to Plaintiffs. At the mediation, the Parties engaged in arduous, vigorous and contentious negotiations, and reached a settlement in principle addressing the Convenience Fee Released Claims and FanClub Released Claims. That same day, the Parties drafted and executed a term sheet. During the mediation, the Parties agreed that, to streamline settlement administration and approval and to conserve judicial and party resources, the Convenience Fee Released Claims and FanClub Released Claims should be consolidated for settlement purposes in a single action. Accordingly, on September 4, 2025, Plaintiffs Jonathan

Beer and Thalia Calo Gonzalez brought this Action consolidating both sets of claims. On September 8, 2025, Plaintiffs voluntarily dismissed the *Beer* matter in the Southern District of New York.

F. As a result of the Parties' prior litigation and these well-informed, substantive, arduous, and good faith settlement negotiations, Class Counsel was able to thoroughly assess the claims of the Settlement Class Members and Defendant's practices and defenses. Based on the above-outlined investigation, settlement negotiations, and litigation, the current state of the law, the expense, burden and time necessary to prosecute the Action through trial and possible appeals, the risks and uncertainty of further prosecution of this Action considering the defenses at issue, the sharply contested legal and factual issues involved, and the relative benefits to be conferred upon the Settlement Class Members pursuant to this Agreement, Plaintiffs and Class Counsel have concluded that a Settlement with Defendant on the terms set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Classes in light of all known facts and circumstances.

G. Defendant expressly denies any liability or wrongdoing of any kind or that Plaintiffs or any putative class member has been damaged in any amount or at all in connection with the claims alleged in the Action. Defendant does not admit or concede any actual or potential fault, wrongdoing, or liability against it in the Action or any other actions, and believes that the claims asserted in the Action against it have no merit and that it would have prevailed on a motion for summary judgment, and/or would have ultimately prevailed at trial, and that the Class Representatives would not have been able to certify a class. Defendant has opposed, and will continue to oppose, certification of a litigation class in this Action. Defendant maintained during the entire pendency of the Action, and continues to maintain, that the challenged practices are lawful. Nonetheless, taking into account the uncertainty and risks inherent in any litigation, Defendant has concluded that it is desirable and beneficial that the Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement.

H. Based on the foregoing, it is the desire of the Parties to fully, finally, and forever settle, compromise, release, and discharge all disputes and claims arising from or related to the Action which exists between the Parties. Therefore, it is the intention of Plaintiffs and the Settlement Classes that this Agreement shall constitute a full and complete Settlement and release of the Released Claims against the Released Parties.

III. TERMS OF SETTLEMENT

In consideration of the mutual covenants and promises set forth herein, and subject to Court approval, the Parties agree as follows:

A. Consolidation for Settlement Purposes: As discussed above, to conserve judicial and party resources, the Parties agreed that Plaintiffs would file this Action asserting both the Convenience Fee claims and the FanClub Credits Claims and agreed to seek approval of the settlement in this single, consolidated Action. The Parties further agree that the Convenience Fee class claims asserted in this Action pursuant to this Agreement shall be treated for all purposes as though they were filed as of the date of filing of the *Reeves* complaint. The Parties also agree that the FanClub Credits Claims asserted in this Action pursuant to this Agreement shall be treated for all purposes as though they were filed as of the date of filing of the *Beer* complaint in the Southern District of New York. Defendant agrees that it will not contest personal jurisdiction or venue in San Diego Superior Court for settlement purposes only.

B. Conditional Certification of Class.

1. For Settlement purposes only, and without any finding or admission of any wrongdoing or fault by Defendant or any concession that certification of a litigation class is appropriate or that the Settlement Class definitions would be appropriate for a litigation class, and solely pursuant to the terms of this Agreement, the Parties consent to and agree to the establishment of a conditional certification of the Settlement Classes pursuant to the applicable rules governing class actions. Defendant supports certification of the Settlement Classes for settlement purposes only. This certification is conditional on the Court's approval of this Agreement.

2. In the event the Court does not approve all material terms of the Agreement, the Court's approval is reversed or vacated on appeal, or if the Agreement is voluntarily or involuntarily terminated for any reason, then certification of the Settlement Class shall be void and this Agreement and all orders entered in connection therewith shall become null and void and shall be of no further force and effect and shall not be used or referred to for any purposes whatsoever in the Action or in any other case or controversy. And, in such an event, this Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all Parties hereto, who shall be restored to their respective positions as of the date of this Agreement, and Defendant has not and shall not be deemed to have waived any opposition or defenses it has to any aspect of the claims asserted herein or to whether those claims are amenable to class-based treatment, including Defendant's right to challenge class certification in further proceedings in the Action or in any other action. In such an event, no doctrine of waiver, estoppel or preclusion based on this Agreement will be asserted in any litigated certification proceedings in the Action or in any other action, and this Settlement Agreement or any other settlement-related statement may not be cited regarding certification of the Class, or in support of an argument for certifying any class for any purpose related to this Action or any other proceeding. No representations or agreements made by or entered into by Defendant in connection with the Settlement may be used by the Class Representatives, any person in the Settlement Class, or any other person to establish any of the elements of class certification in any litigated certification proceedings, whether in the Action or any other proceeding. Defendant retains all of its objections, arguments, and defenses with respect to class certification and any other issue, and reserves all rights to contest class certification and any other issue if the Settlement set forth in this Agreement does not result in entry of a Final Approval Order, if the Court's approval is reversed or vacated on appeal, if this Settlement is terminated as provided herein, or if the Settlement otherwise fails to become effective.

C. In the event the Settlement is not preliminarily approved, the Parties agree to resume settlement discussions in good faith for at least **sixty (60) Days**. If settlement discussions

have concluded and the Parties have not agreed to amended settlement terms, then the Parties agree to submit a joint report to the Court with a proposed case schedule(s).

D. Relief for the Settlement Class.

1. Benefits to Convenience Fee Settlement Class Members: Subject to the rights, terms, and conditions of this Agreement, each Convenience Fee Settlement Class Member who does not submit an opt-out request and who submits a valid Claim Form will receive a Cash Benefit in the amount of \$3.25. A maximum of one claim, submitted on a single Claim Form, may be submitted by each Convenience Fee Settlement Class Member. Each Convenience Fee Settlement Class Member who elects to receive the Cash Benefit must follow all instructions on the Claim Form. Each Convenience Fee Settlement Class Member who does not submit a valid opt-out request and who does not submit a valid Claim Form will automatically receive a Voucher in the amount of \$3.25.

2. Benefits to FanClub Settlement Class Members: Subject to the rights, terms, and conditions of this Agreement, each FanClub Settlement Class Member who does not submit a valid opt-out request will automatically receive a Voucher in the amount of \$7.50.

3. Funding of Cash Benefits Account. Within **fourteen (14) Days** of the Final Tally Date, Defendant shall pay into the Cash Benefit Account, the Cash Benefit amount determined by the Settlement Administrator based on the submission of valid Claim Forms from Convenience Fee Settlement Class Members. The funds in the Cash Benefit Account will be distributed to Convenience Fee Settlement Class Members in accordance with the terms of this Agreement. Any unclaimed funds remaining in the Cash Benefit Account after **one hundred eighty-five (185) Days** following such distribution will be returned to Defendant.

4. Cash Benefit Election and Delivery: Convenience Fee Settlement Class Members who do not opt out and who submit a valid Claim Form electing to receive a Cash Benefit are entitled to receive a Cash Benefit in the amount of \$3.25. The Settlement Administrator shall distribute this Cash Benefit from the Cash Benefit Account, via electronic payment or check, at

the Convenience Fee Settlement Class Member's election, within **twenty-one (21) Days** of the Cash Benefit Account being funded.

5. Voucher Delivery: Defendant will provide (i) a \$3.25 Voucher to each Convenience Fee Settlement Class Member who has not submitted a valid opt-out request and who does not submit a valid Claim Form electing to receive a Cash Benefit and (ii) a \$7.50 Voucher to each FanClub Settlement Class Member who does not submit a valid opt-out request. Such Settlement Class Members do not need to fill out a Claim Form or take any other affirmative action in order to receive a Voucher. Defendant will deliver the Vouchers to the Settlement Administrator by email **thirty (30) Days** after the Final Tally Date. The Settlement Administrator will distribute the Vouchers via email **twenty-one (21) Days** after Defendant delivers the Vouchers to the Settlement Administrator.

6. Use of Vouchers: Vouchers can be used toward the purchase of movie tickets made at Fandango.com or via the Fandango app and cannot be redeemed directly at any theater box office.. Vouchers can also be used to pay for any taxes that might apply to a purchase. Vouchers cannot be stacked or combined with any other discount or offer and are not transferable. If a Voucher used in connection with an order exceeds the total amount of the order (including any taxes that may apply), then the unused portion of the Voucher will remain useable and can be applied toward future orders. Vouchers can be used at any time and will not have blackout dates. Vouchers for Convenience Fee Settlement Class Members will expire three years after issuance. Vouchers for FanClub Settlement Class Members will not expire.

E. Releases.

1. Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them to the fullest extent allowed by law. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, shall, either directly, indirectly, representatively, or in any capacity, be permanently barred and enjoined from filing, commencing,

prosecuting, intervening in, or participating (as a class member or otherwise) in any lawsuit, action, or other proceeding in any jurisdiction (other than participation in the Settlement as provided herein) against any Released Party based on the Released Claims.

2. The Releasing Parties expressly acknowledge that they are familiar with principles of law such as Section 1542 of the Civil Code of the State of California, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT A CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Notwithstanding California or other law of any state or territory of the United States, the Releasing Parties hereby expressly agree that the provisions, rights and benefits of Section 1542 and all similar federal or state laws, rights, rules or legal principles of any other jurisdiction that may be applicable herein are hereby knowingly and voluntarily waived, released and relinquished to the fullest extent permitted by law solely in connection with unknown claims that are the same as, substantially similar to, or overlap the Released Claims. The Releasing Parties hereby agree and acknowledge that this is an essential term of the releases. The Releasing Parties acknowledge that they are aware that they may hereafter discover claims currently unknown and unsuspected or facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the Released Claims, including facts and/or claims that, if known by the Releasing Parties, might affect his or her agreement to release the Released Parties or the Released Claims or might affect his or her decision to agree, object or not to object to the Settlement. Notwithstanding the foregoing, it is the intention of the Released Parties to finally and forever settle and release the Released Claims. Any such claims are hereby released, relinquished and discharged.

3. Nothing in these releases shall preclude any action to enforce the terms of this Agreement.

F. Attorneys' Fees/Costs and Incentive Awards.

1. Class Counsel may seek an award of attorneys' fees, costs, and expenses (the "Fee Award") of up to \$2,500,000, without reducing the amount of money available to pay Cash Benefits or Vouchers, or reducing the amount of money available to pay for Administration Costs. No later than **fourteen (14) Days** before the Objection/Exclusion deadline, Class Counsel may move the Court for a reasonable Fee Award of up to \$2,500,000. Defendant will not oppose a Fee Award up to \$2,500,000 and will pay any award up to this amount if the Court deems it fair and reasonable. The Fee Award will cover expenses for Class Counsel's fees and expenses in the *Reeves* and *Beer* cases, as well as this consolidated Action.

2. No later than **fourteen (14) Days** before the Objection/Exclusion Deadline, Named Plaintiffs Jonathan Beer and Thalia Calo Gonzalez may apply to the Court for Incentive Awards in an amount not to exceed \$5,000 each, for their participation as Class Representatives. Defendant will not oppose this application and will pay any award up to this amount if the Court deems it fair and reasonable.

3. Defendant will pay the Fee Award to Class Counsel via wire transfer within **fourteen (14) Days** after entry of the Court's Final Approval Order, subject to Class Counsel providing a stipulated undertaking that is substantively identical to the stipulated undertaking approved by the Court in *Awad v. Fandango Media, LLC*, Index No. 610563/2024, NYSCEF Doc. No. 27, Exh. D. (N.Y. Sup. Ct. Nassau Cnty., filed Feb. 6, 2025). Defendant will pay any Incentive Awards approved by the Court to Class Counsel's client trust account via wire transfer within **fourteen (14) Days** after the Effective Date.

4. Plaintiffs and Class Counsel agree to provide Defendant all identification information necessary to effectuate the payment of Fee Award and Incentive Awards, including, but not limited to, Taxpayer Identification Number(s), and completed Internal Revenue Service Form(s) W-9.

5. Except for the Fee Award and Incentive Awards to be paid to Class Counsel and Plaintiffs as specifically provided in this Agreement, Defendant does not agree to pay and

shall not be responsible or liable under this Agreement for the payment of any attorneys' fees or expenses of Class Counsel, Plaintiffs, the Settlement Class, and Settlement Class Members, any person or entity that may object to the Agreement, or any attorney who may represent any person or entity that may object to the Agreement, in connection with the Action or in connection with any claim that was or could have been alleged in the Action.

IV. SETTLEMENT ADMINISTRATION AND NOTICE

A. All notice and claims administration activities shall be carried out exclusively by the Settlement Administrator.

B. Administration Costs. Defendant shall pay sums to cover any reasonable Administration Expenses to the Settlement Administrator as they become due.

C. Notice.

1. Settlement Class Member List. Defendant will provide the Settlement Administrator a confidential electronic list of Convenience Fee Settlement Class Members and a separate electronic list of FanClub Settlement Class Members no later than **thirty (30) Days** after the Preliminary Approval Order. Each class list will be clearly labeled "Convenience Fee Settlement Class List" or "FanClub Settlement Class List" and will include the name and last known email address, for each Settlement Class Member, to the extent available. These electronic documents shall be called the "Class Lists" and shall only be provided to the Settlement Administrator for the purpose of administering the settlement reached pursuant to this Agreement.

2. The Settlement Administrator shall provide Class Notice in the forms approved by the Court, as detailed below, no later than the Notice Date.

3. Email Notice. The Settlement Administrator shall send Settlement Class Members an email substantially in the same form as **Exhibit A** to the email addresses provided by Defendant in the Class Lists. Contact information for the Settlement Class Members will be shared with the Settlement Administrator but not Class Counsel. In the event the transmission of email notice results in any "bounce-backs," the Settlement Administrator shall take reasonable steps, if

possible, to correct any issues that may have caused the “bounce-back” to occur and make a second attempt to send the email notice to an alternate email address.

4. Website Notice. The Settlement Administrator will establish and maintain the Settlement Website. The Settlement Website shall “go live” **fourteen (14) Days** after the Preliminary Approval Order. The Settlement Website shall contain the Long Form Notice, the Claim Form, a copy of this Agreement, the Preliminary Approval Order, and any other materials the Parties agree to include. The Settlement Website shall also provide for the straightforward and user-friendly online submission of Claim Forms, and instructions on how to access further case information, including through the Court. The Settlement Website will also explain Settlement Class Members’ right to opt out of or object to the Settlement, and provide the dates to opt out of or object to the Settlement. The Settlement Website shall also state the date of the Final Approval Hearing, that the date may change without further notice, and that Settlement Class Members are advised to check the Settlement Website to confirm that the date has not been changed. The Settlement Website shall not include any advertising and shall not bear or include Defendant’s logo or trademarks. The Settlement Website shall remain live until **thirty (30) Days** after distribution of all Settlement Awards.

5. Document Preparation. Without limiting the foregoing, the Settlement Administrator shall provide Class Counsel with drafts of all administration related documents, including but not limited to Notices, follow-up Notices or communications with Settlement Class Members, telephone scripts, website postings or language or other communications with the Settlement Class, at least **seven (7) Days** before the Settlement Administrator is required to or intends to publish or use such communications, unless Class Counsel and Defendant’s Counsel agree to waive this requirement in writing on a case by case basis.

6. Toll-Free Number. The Settlement Administrator shall establish and host an automated case-specific toll-free number to allow Settlement Class Members to learn more and to request further information about the Action.

D. Claim Process. Convenience Fee Settlement Class Members may elect to receive a Cash Benefit by submitting a valid Claim Form to the Settlement Administrator via a web form on the Settlement Website during the Claim Period. Convenience Fee Settlement Class Members may, at their option, submit a paper Claim Form which will be accepted if postmarked on or before the Claim Deadline and if it is otherwise valid. Convenience Fee Settlement Class Members who do not submit a valid opt-out request and who do not submit a valid Claim Form electing to receive payment in the form of a Cash Benefit shall automatically receive a Voucher without the need to file a Claim Form or take any other affirmative action. If a Convenience Fee Settlement Class Member submits a Claim Form and elects to receive a Cash Benefit but fails to follow the instructions included on the Claim Form, the Cash Benefit election shall be denied, and such Convenience Fee Settlement Class Member shall instead receive payment in the form of a Voucher.

The Settlement Administrator may receive requests to be excluded from the Settlement Class and other requests and will promptly provide to Class Counsel and Defendant's Counsel copies thereof. If the Settlement Administrator receives any exclusion forms or other requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel.

The Settlement Administrator will use adequate and customary procedures and standards to prevent the payment of fraudulent claims. This may include measures such as using a class member identifier to access and file claims and/or validating claims against Defendant's records. The Settlement Administrator shall have the right to audit Claims, and the Settlement Administrator may request additional information from Convenience Fee Settlement Class Members submitting Claims.

Defendant's Counsel and Class Counsel shall have the right to challenge the acceptance or rejection of a Claim Form submitted by Convenience Fee Settlement Class Members and to obtain and review supporting documentation relating to such Claim Form. The Settlement Administrator shall follow any agreed decisions of Class Counsel and Defendant's Counsel as to the validity of

any Claim Form. To the extent Class Counsel and Defendant's Counsel are not able to agree on the disposition of a challenge, the disputed claim shall be submitted to Bruce M. Friedman of JAMS for binding determination.

The Settlement Administrator shall maintain records of all Claim Forms until **one hundred eighty (180) Days** after all valid Claims have been finally resolved and the Settlement Administrator has issued payment to those Settlement Class Members who submitted valid Claims and elected to receive a Cash Benefit. The Settlement Administrator also shall provide such reports, declarations, and such other information to the Court as the Court may require or as Class Counsel or Defendant requests.

E. Final Tally. The Settlement Administrator shall provide weekly reports to counsel for Defendant and Class Counsel, including the number of emails sent to Settlement Class Members, the number of emails rejected or "bounced back," the number of Claims, requests for exclusion, and objections received, the number of Claims electing the Cash Benefit option, and the number of Claims electing the Cash Benefit option that have been denied. The Settlement Administrator shall provide the Parties with the Final Tally by the Final Tally Date. The Settlement Administrator shall also provide Defendant with a list of Convenience Fee Settlement Class Members who submitted a valid and timely Claim electing the Cash Benefit option.

F. Class Counsel and Defendant will cooperate with the Settlement Administrator to reasonably manage and reduce Administration Costs.

V. PROCEDURES FOR OBJECTING TO OR REQUESTING EXCLUSION FROM SETTLEMENT

A. Objections. Only Settlement Class Members may object to the Settlement. A Settlement Class Member who wishes to object to the Settlement must do so in writing by the Objection/Exclusion Deadline. All written objections and supporting papers must (a) contain and clearly identify the case name and number; and (b) be filed with the Court. Written objections must also contain: (1) the full name, address and telephone number of the Settlement Class Member; (2) a written statement of all grounds for the objection accompanied by legal support for the objection

(if any); (3) any papers, briefs or other documents upon which the objection is based; (4) a list of all persons who will be called to testify in support of the objection (if any); (5) a statement of whether the Settlement Class Member intends to appear at the Final Approval Hearing; (6) proof of membership in the Class, or a signed statement attesting, under penalty of perjury, that (i) if she or he is a Convenience Fee Settlement Class Member, that she or he is not subject to binding arbitration with the Defendant and paid Convenience Fees to purchase tickets through Fandango to California theater(s) during the applicable Class Period; or (ii) if she or he is a FanClub Settlement Class Member, that she or he is a California or Washington consumer who purchased a Fandango FanClub membership during the applicable Class Period; (7) a list of all objections filed by the objector and his or her counsel to class action settlements in the last three years; and (8) the signature of the Settlement Class Member and her or his counsel, if any. No Settlement Class Member shall be heard at the Final Approval Hearing (whether individually or through separate counsel) unless written notice of the Settlement Class Member's intention to appear at the Final Approval Hearing, and copies of any written objections or briefs, have been timely submitted to the Court. The date of the postmark on the mailing envelope or a legal proof of service accompanied by a file-stamped copy of the submission shall be the exclusive means used to determine whether an objection and/or notice of intention to appear has been timely filed and served. If the postmark is illegible, the objection and/or notice to appear shall be deemed untimely unless it is received by the Court within **two (2) Days** of the Objection/Exclusion Deadline. Settlement Class Members who fail to timely submit a written objection in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. Class Counsel shall, before the Final Approval Hearing, file any responses to any written objections submitted to the Court by Settlement Class Members in accordance with this Agreement.

B. Procedure for Requesting Exclusion. Settlement Class Members who wish to opt out of this Settlement must submit a written statement to the Settlement Administrator by the Objection/Exclusion Deadline. To be valid, each request for exclusion must: (a) state the

Settlement Class Member's name, address, and phone number; and (b) be signed by the Settlement Class Member.

To opt out of the Convenience Fee Settlement Class, the request for exclusion must include the statement "I request to be excluded from the Convenience Fee Class Settlement in *Jonathan Beer et al. v. Fandango Media, LLC*. I paid Convenience Fees to purchase ticket(s) through Fandango to California theater(s) from June 11, 2020 through and including June 17, 2024" and include the case number, 25CU046749N. To opt out of the FanClub Settlement Class, the request for exclusion must include the statement "I request to be excluded from the FanClub Class Settlement in *Jonathan Beer et al. v. Fandango Media, LLC*, and I am a California or Washington consumer who purchased a Fandango FanClub membership on or before April 16, 2025" and include the case number, 25CU046749N. To opt out of both classes, the request for exclusion must include both the above statements.

Any such request for exclusion must be postmarked on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice. No "class" or "mass" exclusions shall be permitted. Requests to opt-out that do not include all required information and/or that are not submitted on a timely basis, will be null, void, and ineffective. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a Settlement Class Member's opt-out/exclusion request has been timely submitted. If the postmark is illegible, the opt-out/exclusion request shall be deemed untimely unless it is received by the Settlement Administrator within **two (2) Days** of the Objection/Exclusion Deadline. Any Settlement Class Member who properly opts out of the Settlement Class using this procedure will not be entitled to any Settlement Award or other relief under this Settlement Agreement, will not be bound by the Settlement, will not gain any rights by virtue of this Agreement, and will not have any right to object, appeal or comment thereon. Settlement Class Members who fail to submit a valid and timely request for exclusion on or before the Objection/Exclusion Deadline shall be bound by all terms of the Settlement and any final judgment entered in this litigation if the Settlement is

approved by the Court, regardless of whether they ineffectively or untimely requested exclusion from the Settlement.

C. No Solicitation of Settlement Objections or Exclusions. The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class Members to object to the Settlement or request exclusion from participating as a Settlement Class Member or encourage any Settlement Class Member to appeal from the final judgment.

VI. PRELIMINARY APPROVAL OF SETTLEMENT

Within **thirty (30) Days** of full execution of this Agreement, Plaintiffs will move the Court for entry of a Preliminary Approval Order that specifically includes provisions that: (a) preliminarily approve the Settlement as fair, adequate and reasonable to the Settlement Classes, and within the reasonable range of possible final approval; (b) conditionally certify the Settlement Classes for Settlement purposes only and appoint Class Counsel as counsel for the Settlement Classes for Settlement purposes only; (c) approve the forms of Class Notice and find that the notice constitutes the best notice practicable under the circumstances, provides due and sufficient notice to the Settlement Classes and fully satisfies the requirements of due process and the applicable rules governing class action settlements; (d) direct that notice be provided to the Settlement Classes, in accordance with this Agreement, by the Notice Date; (e) establish a procedure for persons in the Settlement Classes to object to the Settlement or exclude themselves from the Settlement Classes by the Objection/Exclusion Deadline, after which no one shall be allowed to object to the Settlement or exclude himself or herself from the Settlement Classes or seek to intervene; (f) approve the Claim Form and the claims process described herein, and set a deadline for timely submission of Claims; (g) pending final determination of whether the Settlement should be approved, bar all persons in the Settlement Class from commencing or prosecuting against any of the Released Parties any action, arbitration, or proceeding in any court, arbitration forum or tribunal asserting any of the Released Claims; (h) pending final determination of whether the Settlement should be approved, stay all proceedings in the Action except those related to

effectuation of the Settlement; (i) schedule the Final Approval Hearing; and (j) provide that, in the event the proposed Settlement set forth in this Agreement is not approved by the Court, or in the event that this Agreement becomes null and void pursuant to its terms, this Agreement and all orders entered in connection therewith, including but not limited to any order conditionally certifying the Settlement Class, shall become null and void and shall be of no further force and effect and shall not be used or referred to for any purposes whatsoever in the Action or in any other case or controversy, and that in such an event, this Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all Parties hereto, who shall be restored to their respective positions as of the date of this Agreement. In the event the Court does not enter a Preliminary Approval Order like that described herein, or decides to do so only with substantial modifications, then the Parties have the right, but not the obligation, to terminate this Agreement. In such event, Plaintiffs or another proposed class representative may pursue their claims as described in Section III.B.

VII. FINAL APPROVAL OF SETTLEMENT

Not later than **twenty-one (21) Days** before the Final Approval Hearing, or on a date ordered by the Court, Plaintiffs shall file a Motion for Final Approval of the Settlement. Plaintiffs shall request that the Court enter a Final Approval Order that specifically includes provisions that: (a) finally approve the Settlement as fair, reasonable and adequate to the Settlement Class Members; (b) find that the Class Notice as given was the best notice practicable under the circumstances, is due and sufficient notice to the Settlement Classes and fully satisfies the requirements of due process and the applicable rules governing class action settlements; (c) approve the plan of distribution of the Settlement Awards; (d) finally certify the Settlement Classes; (e) confirm that Plaintiffs and the Settlement Class Members have released all Released Claims and are permanently barred and enjoined from asserting, commencing, prosecuting or continuing any of the Released Claims against the Released Parties; and (f) dismiss the Action with prejudice, without costs to any Party, except as provided in this Agreement, and subject to

the Court's retaining continuing jurisdiction over the Parties for the purpose of enforcement of the terms of this Agreement.

VIII. UNCASHED SETTLEMENT AWARDS

To the extent Settlement Awards are provided by check instead of electronically, the expiration date for settlement checks will be **one hundred eighty (180) Days** from the date the settlement checks are issued, unless otherwise extended by agreement of the Parties. Un-cashed settlement checks may be reissued where appropriate, including where the Settlement Class Member states that he or she never received the check, in which case the Settlement Administrator will stop payment on the uncashed check and re-issue the check. Any funds remaining because of un-cashed checks will revert to Defendant.

IX. TERMINATION OF SETTLEMENT

A. Defendant or the Class Representatives on behalf of the Settlement Classes, shall have the right but not the obligation to terminate this Agreement by providing written notice of the election to do so ("Termination Notice") to all other Parties hereto within **twenty-one (21) Days** of any of the following events: (i) the Court's refusal to grant Preliminary Approval of this Agreement in any material respect; (ii) the Court's refusal to grant Final Approval of this Agreement in any material respect; or (iii) the date upon which the Final Approval Order is modified or reversed in any material respect by the presiding Court, the California Court of Appeals, or the California Supreme Court.

B. Defendant shall have the right, but not the obligation, in its sole discretion, to terminate this Agreement by providing written notice to Class Counsel within **twenty-five (25) Days** of the following event: (i) individuals comprising more than one-percent (1%) of Settlement Class Members in total have timely and validly opted out of and/or objected to the Agreement or (ii) at least two hundred (200) Settlement Class Members file or threaten to file any action (e.g., individual lawsuits, class actions, arbitrations, etc.) against the Released Parties related to the Released Claims.

X. PARTIES' AUTHORITY

The signatories each represent that they are fully authorized to enter into this Agreement and bind the Parties to its terms and conditions.

XI. MUTUAL FULL COOPERATION

The Parties agree to cooperate fully with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and the taking of such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement. As soon as practicable after execution of this Agreement, Class Counsel, with the assistance and cooperation of Defendant and its counsel, shall take all necessary steps to secure the Court's final approval of this Agreement.

XII. NO ADMISSION

Neither the Agreement nor any actions taken to carry out the settlement are intended to be, nor may they be deemed or construed to be, an admission or concession of liability, or of the validity of any claim, defense, or of any point of fact or law by Defendant. Defendant denies the material allegations in this action. Neither the Agreement, nor the fact of settlement, nor settlement proceedings, nor the settlement negotiations, nor any related document, shall be used as an admission of any fault or omission by Defendant, or be offered or received in evidence as an admission, concession, presumption, or inference of any wrongdoing by Defendant in any proceeding.

Each of the Parties has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses. This Agreement is a settlement document and shall, pursuant to Fed. R. Evid. 408, Cal. Evid. Code §§ 1152 and 1154, and related or corresponding state evidence laws, be inadmissible in evidence in any proceeding, action, arbitration, or hearing, including without limitation any litigation or regulatory proceeding

or action. The preceding sentence shall not apply to an action or proceeding to approve or enforce this Agreement.

XIII. NOTICES

Unless otherwise specifically provided, all notices, demands or other communications in connection with this Agreement shall be in writing and shall be deemed served on the date of emailing or mailing by United States registered or certified mail, return receipt requested, addressed as follows:

<u>For The Class</u>	<u>For Defendant</u>
Simon Franzini Martin Brenner Grace Bennett DOVEL & LUNER, LLP 201 Santa Monica Blvd., Suite 600 Santa Monica, California 90401 simon@dovel.com martin@dovel.com grace@dovel.com	Christine M. Reilly Justin Jones Rodriguez Patrice S. Ruane MANATT, PHELPS & PHILLIPS, LLP 2049 Century Park East, Suite 1700 Los Angeles, California 90067 CReilly@manatt.com JJRodriguez@manatt.com PRuane@manatt.com

XIV. CONSTRUCTION

The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms-length negotiations and drafting by and between the Parties, and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his, her, or its counsel participated in the drafting of this Agreement.

XV. MATERIAL TERMS; CAPTIONS

Each term of this Agreement is a material term of the Agreement not merely a recital, and reflects not only the intent and objectives of the Parties but also the consideration to be exchanged by the Parties hereunder.

Paragraph titles or captions are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any of its provisions.

XVI. INTEGRATION CLAUSE

This Agreement contains the entire agreement between the Parties relating to the Settlement, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are extinguished.

XVII. NON-EVIDENTIARY USE

Neither this Agreement nor any of its terms shall be offered or received into evidence in the Action, or in any other action or proceeding; provided, however, that nothing contained in this section shall prevent this Agreement from being used, offered, or received in any proceeding to enforce, construe, or finalize this Agreement.

XVIII. NO COLLATERAL ATTACK

This Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of the notices to the Settlement Class after the judgment and dismissal is entered. Such prohibited collateral attacks shall include, but not be limited to, claims that a Settlement Class Member's Settlement Award was improperly calculated or adjusted or that a Settlement Class Member failed to receive timely notice. No person or entity shall have any claim against the Class Representatives, Class Counsel, Defendant's Counsel, the Settlement Administrator or any other agent designated by Class Counsel, or the Released Parties and/or their counsel, arising from distributions made substantially in accordance with this Agreement.

XIX. AMENDMENTS

The terms and provisions of this Agreement may be amended only by a written agreement, which is both (1) signed by the Parties who have executed this Agreement and representative counsel; and (2) approved by the Court.

XX. ASSIGNMENTS

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party or Settlement Class Member without the express written consent of each other Party hereto. The representations, warranties, covenants, and agreements contained in this

Agreement are for the sole benefit of the Parties and Settlement Class Members under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person.

The Class Representatives represent and warrant that they have not assigned any claim or right or interest therein as against the Released Parties to any other Person or Party and that they are fully entitled to release the Released Claims.

XXI. GOVERNING LAW

This Agreement shall be governed by, construed, and interpreted and the rights of the Parties determined in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

XXII. BINDING ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

XXIII. TAX CONSEQUENCES

No opinion concerning the tax consequences of this Settlement to any Settlement Class Member is given or will be given by Defendant, Defendant's Counsel, or Class Counsel, nor is any Party or Party's counsel providing any representation or guarantee about the tax consequences of the Settlement to any Settlement Class Member. The Long Form Notice provided on the Settlement Website will direct Settlement Class Members to consult their own tax advisors regarding the tax consequences of the Settlement and any tax reporting obligations with respect thereto. Each Settlement Class Member is responsible for his/her taxes or tax reporting and other obligations in connection with the Settlement, if any.

XXIV. COSTS

Except as otherwise provided herein, each Party shall bear its own costs.

XXV. PUBLIC STATEMENTS

Plaintiffs and/or Class Counsel shall not, at any time, issue press releases or make other public statements regarding the Settlement or the Action (apart from filings with the Court as

necessary to obtain Preliminary or Final Approval of the Settlement) unless Defendant agrees to such press releases or public statements in advance; provided that Class Counsel may post Court orders regarding the Action and brief summaries of those orders on their website(s) without permission from Defendant, so long as any confidential information is redacted. This provision shall not prohibit Class Counsel from communicating with any person in the Settlement Class regarding the Settlement upon receipt of an inquiry from a Settlement Class member (subject to compliance with any and all applicable confidentiality obligations and this Settlement Agreement), provided that Class Counsel provides Defendant’s Counsel with notice of such an inquiry.

XXVI. CLASS COUNSEL SIGNATORIES

It is agreed that because the Settlement Classes appear to be so numerous, it is impossible or impractical to have each member of the class execute this Agreement. The notice plan set forth herein will advise Settlement Class Members of all material terms of this Agreement, including the binding nature of the releases and thus shall have the same force and effect as if this Agreement were executed by each Settlement Class Member.

XXVII. SETTLEMENT TIMELINE

For ease of reference and for the Court’s, the Parties’, and Settlement Class Members’ convenience, the pertinent deadlines contained in this Agreement are listed below. These deadlines are subject to review and approval by the Court.

EVENT	PROPOSED DEADLINE
Notice Date	60 Days after Preliminary Approval Order issues
Deadline for Class Counsel to submit Fee Petition	14 Days before Objection/Exclusion Deadline
Objection/Exclusion Deadline	30 Days After Notice Date
Claim Deadline	90 Days After Notice Date
Motion for Final Approval	21 Days before Final Approval Hearing
Final Approval Hearing	At least 45 Days after Objection/Exclusion Deadline (or as set by the Court)
Effective Date	Final Approval (assuming no objections or appeals)
Incentive Awards payable	14 Days after Effective Date
Fee Award payable	14 Days after entry of Final Approval Order

Final Tally Date	30 Days after the later of the Claims Deadline or the Effective Date
Funding of Cash Benefit Account	14 Days after Final Tally Date
Cash Benefits distributed to Convenience Fee Settlement Class Members	21 days after funding of Cash Benefit Account
Vouchers sent to Settlement Administrator	30 Days after Final Tally Date
Vouchers distributed to Settlement Class Members	21 days after Vouchers are sent to Admin

XXVIII. COUNTERPARTS

This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties and the Settlement Class. This Agreement may be delivered originally or by email or other electronic means, and the delivered image or electronic signature shall be treated as an original.

XXIX. CONTINUING JURISDICTION

The Superior Court of the State of California for the County of San Diego shall retain exclusive and continuing jurisdiction to interpret and enforce the terms, conditions, and obligations of this Agreement and its own orders and judgments. In the event of a breach by Defendant, a Settlement Class Member, or Class Counsel under this Agreement, the Court may exercise all equitable powers over Defendant, such Settlement Class Member, or Class Counsel to enforce this Agreement and the Final Order and Judgment irrespective of the availability or adequacy of any remedy at law. Such powers include, among others, the power of specific performance and injunctive relief.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the dates indicated below:

[Signatures on following pages.]

CLASS REPRESENTATIVES AND CLASS COUNSEL:

Dated: _____

By: _____

Jonathan Beer, individually and on behalf of the Convenience Fee Settlement Class and the California Subclass of the FanClub Settlement Class

Dated: _____

By: _____

Thalia Calo Gonzalez, individually and on behalf of the Washington Subclass of the FanClub Settlement Class

Dated: _____

DOVEL & LUNER, LLP

By: _____

Simon Franzini
Attorney for Plaintiffs

DEFENDANT AND COUNSEL FOR DEFENDANT:

Dated: _____

Fandango Media, LLC

By: _____
Will McIntosh
President, Digital Platforms & Ventures
Versant DTC Sports & Entertainment

Dated: _____

Manatt, Phelps & Phillips, LLP

By: _____
Christine M. Reilly
Attorneys for Defendant