

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT NEVADA

CUNG LE, NATHAN QUARRY, JON FITCH,
BRANDON VERA, LUIS JAVIER
VAZQUEZ, and KYLE KINGSBURY, On
Behalf of Themselves and All Others Similarly
Situated,

Case No. 2:15-cv-01045-RFB-BNW

Plaintiffs,

v.

ZUFFA, LLC, D/B/A ULTIMATE FIGHTING
CHAMPIONSHIP and UFC,

Defendant.

KAJAN JOHNSON and CLARENCE
DOLLAWAY, On Behalf of Themselves and All
Others Similarly Situated,

Case No. 2:21-cv-01189-RFB-BNW

Plaintiffs,

vs.

ZUFFA, LLC, TKO OPERATING COMPANY,
LLC F/K/A ZUFFA PARENT LLC (D/B/A
ULTIMATE FIGHTING CHAMPIONSHIP and
UFC), and ENDEAVOR GROUP HOLDINGS,
INC.,

Defendants.

**MOTION FOR PRELIMINARY APPROVAL OF THE SETTLEMENT IN BOTH ABOVE-
CAPTIONED MATTERS, PROVISIONAL CERTIFICATION OF THE PROPOSED
JOHNSON SETTLEMENT CLASS, PRELIMINARY APPROVAL OF THE PLAN OF
ALLOCATION, APPROVAL OF THE NOTICE PLAN, AND APPROVAL OF
THE PROPOSED SCHEDULE FOR COMPLETING THE SETTLEMENT PROCESS**

1 Plaintiffs in two class actions, *Le, et al. v. Zuffa, LLC d/b/a Ultimate Fighting Championship*
2 *and UFC*, Case No. 2:15-cv-01045 (D. Nev.) (the “*Le Action*”), and *Johnson, et al. v. Zuffa, LLC, et*
3 *al.*, No. 2:21-cv-1189 (D. Nev.) (the “*Johnson Action*”) (collectively, the “*Actions*”), on behalf of
4 themselves and the proposed Settlement Classes (the *Le Class* and the *Johnson Settlement Class*, as
5 discussed below), hereby move for an order pursuant to Rule 23 of the Federal Rules of Civil
6 Procedure:

7 1. Granting preliminary approval under Fed. R. Civ. P. 23(c)(2) and 23(e) of the settlement
8 (“*Settlement*”) between the parties in the *Le Action* and the *Johnson Action*. Plaintiffs Cung Le, Nathan
9 Quarry, Jon Fitch, Brandon Vera, Luis Javier Vazquez, and Kyle Kingsbury brought the *Le Action*
10 against one defendant, Zuffa, LLC. On August 9, 2023, the Court certified the *Le Class* (*see below*) and
11 appointed all the plaintiffs in the *Le Action*, other than Nathan Quarry, as the class representatives (the
12 “*Le Class Representatives*”). *See* ECF No. 839, at 78-79.¹ Plaintiffs Kajan Johnson, Clarence
13 Dollaway, and Tristan Connelly (the proposed “*Johnson Settlement Class Representatives*”) brought
14 the *Johnson Action* against three defendants, Zuffa, LLC, TKO Operating Company, LLC, and
15 Endeavor Group Holdings, Inc. The *Le Class Representatives* and the *Johnson Settlement Class*
16 *Representatives* are collectively referred to as “*Plaintiffs*,” and the defendants in both *Actions* will be
17 referred to collectively as “*Defendants*.” The terms and conditions of the *Settlement*, which include the
18 release and dismissal with prejudice of the *Plaintiffs’* claims against the *Defendants*, are set forth in the
19 parties’ April 24, 2024 *Settlement Agreement* (the “*Settlement Agreement*”), which is attached as
20 Exhibit 1 to the accompanying joint declaration of Co-Lead Class Counsel (referred to as the “*Joint*
21 *Decl.*”).

22 2. Granting *Plaintiffs’* request to coordinate the *Le Action* and the *Johnson Action* for
23 settlement purposes only.

24 3. Reaffirming the Court’s finding that the requirements of Fed. R. Civ. P. 23(a) and
25 23(b)(3) are satisfied for the *Le Class*, *see* ECF No. 839, at 79 (defining the *Bout Class*), including for
26 settlement and judgment purposes. The *Le Class* includes all persons who competed in one or more live
27

28 ¹ Plaintiff Nathan Quarry was proffered as a class representative for the “*Identity Rights Class*,” which
the Court did not certify. *See generally* ECF No. 839 at 75-78. 1

1 professional UFC-promoted MMA bouts taking place or broadcast in the United States from December
2 16, 2010 to June 30, 2017 (the “*Le* Class Period”). *Id.* Excluded from the *Le* Class are all persons who
3 are not residents or citizens of the United States unless the UFC paid such persons for competing in a
4 bout fought in the United States. *Id.*

5 4. Finding that the Court will likely determine that the requirements of Fed. R. Civ. P.
6 23(a) and 23(b)(3) will be satisfied for settlement and judgment purposes only, and thus provisionally
7 certifying the *Johnson* Settlement Class. The Settlement Agreement defines the *Johnson* Settlement
8 Class to include all persons who competed in one or more live professional UFC-promoted MMA bouts
9 taking place or broadcast in the United States from July 1, 2017 to the date of preliminary approval of
10 the Settlement (the “*Johnson* Settlement Class Period”). Settlement Agreement ¶1(n). Excluded from
11 the *Johnson* Settlement Class are all persons who are not residents or citizens of the United States
12 unless the UFC paid such persons for competing in a bout fought or broadcast in the United States. *Id.*

13 5. Appointing Plaintiffs Kajan Johnson, Clarence Dollaway, and Tristan Connelly as the
14 representative Plaintiffs for the *Johnson* Settlement Class (the “*Johnson* Settlement Class
15 Representatives”).

16 6. Appointing Berger Montague PC, Cohen Milstein Sellers & Toll PLLC, and Joseph
17 Saveri Law Firm, LLP as Co-Lead Class Counsel for the Settlement Classes and Kemp Jones, LLP,
18 Warner Angle Hallam Jackson & Formanek PLC, and Clark Hill PLC as additional Settlement Class
19 Counsel for the *Johnson* Settlement Class under Fed R. Civ. P. 23(g).

20 7. Approving the Notice Plan articulated in the accompanying Declaration of Steven
21 Weisbrot, Esq. of Angeion Group LLC re the Settlement Notice Plan (the “Weisbrot Settlement
22 Decl.”), attached as Exhibit 5 to the Joint Decl., and authorizing dissemination of notice to the
23 Settlement Classes.

24 8. Preliminarily approving the Plan of Allocation, attached as Exhibit 3 to the Joint Decl.

25 9. Appointing Angeion Group (“Angeion”) as the Claims Administrator for the Settlement
26 Classes. (The Court previously appointed Angeion as the notice administrator for the *Le* Class, *see* ECF
27 No. 921, ¶1.)

28 10. Appointing The Huntington National Bank as Escrow Agent.

1 11. Approving the Custodian/Escrow Agreement, dated April 23, 2024 (the “Escrow
2 Agreement”), attached as Exhibit A to the Settlement Agreement (which itself is attached as Exhibit 1
3 to the Joint Decl.).

4 12. Approving the establishment of the UFC Settlement Fund under the Settlement
5 Agreement as a qualified settlement fund (“QSF”) pursuant to Internal Revenue Code Section 468B
6 and the Treasury Regulations promulgated thereunder.

7 13. Staying litigation activity against the Defendants on behalf of the Settlement Classes
8 pending final approval or termination of the Settlement.

9 14. Approving the proposed schedule for the Settlement, including setting a date for a final
10 Fairness Hearing.

11 WHEREFORE, for the reasons set forth in the accompanying memorandum of law, supporting
12 Joint Decl., the Weisbrot Settlement Decl., and all exhibits filed in support of this Motion, Plaintiffs
13 respectfully request that the Court grant this motion and enter the Preliminary Approval Order filed
14 herewith. The Defendants do not oppose this motion.

1 Dated: May 21, 2024

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on this 21st day of May, 2024, a true and correct copy of Plaintiffs’ Motion for Preliminary Approval of the Settlement in Both Above-Captions Matters, Provisional Certification of the Proposed *Johnson* Settlement Class, Preliminary Approval of the Plan of Allocation, Approval of the Notice Plan, and Approval of the Proposed Schedule for Completing the Settlement Process and supporting papers and exhibits were served via the U.S. District Court of Nevada’s ECF System to all counsel of record who have enrolled in the ECF System.

/s/ Eric L. Cramer
Eric L. Cramer

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**PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF THE SETTLEMENT IN BOTH ABOVE-
CAPTIONED MATTERS, PROVISIONAL CERTIFICATION OF THE PROPOSED
JOHNSON SETTLEMENT CLASS, PRELIMINARY APPROVAL OF THE PLAN
OF ALLOCATION, APPROVAL OF THE NOTICE PLAN, AND APPROVAL OF THE
PROPOSED SCHEDULE FOR COMPLETING THE SETTLEMENT PROCESS**

TABLE OF CONTENTS

1

2

3 TABLE OF AUTHORITIES iii

4 INTRODUCTION 1

5 FACTUAL AND PROCEDURAL BACKGROUND..... 3

6 A. Investigation and Filing of the *Le* Action 3

7 B. Motions to Transfer and Dismiss 4

8 C. Fact Discovery in the *Le* Action 4

9 D. Expert Discovery in the *Le* Action..... 4

10 E. Class Certification and *Daubert* Proceedings in the *Le* Action 5

11 1. Class Certification and *Daubert* Briefing. 5

12 2. The Evidentiary Hearing on Class Certification..... 5

13 3. Post-Hearing Proceedings on Class Certification. 5

14 4. Notice of Class Certification to the *Le* Class. 6

15 F. Zuffa’s Motions for Summary Judgment in the *Le* Action..... 6

16 G. The Investigation and Filing of the *Johnson* Action, Litigating the Motion
17 to Dismiss, and Preliminary Discovery 6

18 H. Pre-Trial Proceedings in the *Le* Action..... 7

19 1. Scheduling Trial in the *Le* Action..... 7

20 2. Pretrial Tasks and Work in the *Le* Action..... 7

21 THE SETTLEMENT 8

22 ARGUMENT 9

23 I. Standards for Preliminary Approval of the Settlement..... 9

24 II. The Settlement Satisfies the Elements for Preliminary Approval 11

25 A. The Settlement Classes Have Been Adequately Represented 11

26 B. The Settlement Was Reached Through Arm’s-Length Negotiations 12

1 C. The Relief Provided by the Settlement Is More Than Adequate12

2 1. The Costs, Risks, and Delay of Trial and Appeal.....13

3 2. The Proposed Plan of Allocation Is Fair and Effective.14

4 3. Settlement Class Counsel’s Request for Fees and Expenses, and

5 Service Awards for the Class Representatives Is Reasonable.17

6 4. The Settlement Provides Significant Monetary and Prospective

7 Relief to the Settlement Class.19

8 D. The Settlement Treats Class Members Equitably21

9 E. The Extent of Discovery Completed and the Stage of Proceedings22

10 F. Risk of Maintaining Class Action Status Through Trial22

11 G. The Experience and Views of Counsel22

12 III. The Proposed *Johnson* Settlement Class Should Be Certified For Settlement

13 Purposes23

14 A. The *Johnson* Settlement Class Satisfies Numerosity24

15 B. Questions of Law or Fact Are Common to the *Johnson* Settlement Class

16 Members24

17 C. The *Johnson* Settlement Class Representatives’ Claims Are Typical24

18 D. The *Johnson* Settlement Class Is Adequately Represented25

19 E. The *Johnson* Settlement Class Satisfies the Predominance Requirement of

20 Rule 23(b)(3).....26

21 F. The *Johnson* Settlement Class Satisfies the Rule 23(b)(3) Superiority

22 Requirement27

23 IV. Notice of the Settlement Should be Approved27

24 V. The Court Should Appoint Angeion as Claims Administrator29

25 VI. The Court Should Appoint Huntington as Escrow Agent29

26 VII. The Final Approval Hearing Should Be Scheduled.....30

27 CONCLUSION.....31

28

TABLE OF AUTHORITIES

Page(s)

Cases

1

2

3

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5 No. 20-cv-6936, 2023 WL 7305053 (N.D. Cal. Nov. 6, 2023) 12

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Nos. 95-cv-1092, 95-cv-2963, 1996 WL 655791 (N.D. Cal. Oct. 2, 1996) 25

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 340 F.R.D. 356 (N.D. Cal. 2021)..... 17

4

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 No. 08-cv-1365, 2010 WL 1687832 (N.D. Cal. Apr. 22, 2010)..... 13

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 No. 2:09-cv-466, 2017 WL 4158605 (D. Nev. Sept. 19, 2017)..... 25

9

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 150 F.3d 1011 (9th Cir. 1998) 10, 11, 13, 27

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25

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 6 No. 13-cv-95, 2015 WL 13357592 (S.D. Cal. Aug. 18, 2015)..... 16, 19, 22

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 20 No. 16-cv-2816, 2021 WL 4993054 (S.D. Cal. Oct. 26, 2021)..... 9, 12, 23

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 22 No. 17-cv-6565, 2022 WL 2092656 (C.D. Cal. Jan. 11, 2022)..... 28

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 2 No. 13-cv-607, 2015 WL 5915360 (N.D. Cal. Oct. 9, 2015) 18
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17 **Rules**

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20 2 McLaughlin on Class Actions § 6:21 (20th ed. 2023) 29
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1 **INTRODUCTION**

2 The parties in two class actions, *Le, et al. v. Zuffa, LLC d/b/a Ultimate Fighting Championship*
 3 *and UFC*, Case No. 2:15-cv-01045 (D. Nev.) (the “*Le Action*”) and *Johnson, et al. v. Zuffa, LLC, et al.*,
 4 No. 2:21-cv-1189 (D. Nev.) (the “*Johnson Action*”) (collectively, the “*Actions*”), seek preliminary
 5 approval of a hard-fought settlement that would resolve both matters (the “*Settlement*”).¹ The terms of
 6 the *Settlement* are set forth in the *Settlement Agreement*, executed on April 24, 2024.² Defendants have
 7 agreed to make three cash payments totaling \$335 million into the UFC Settlement Fund for the benefit
 8 of the *Settlement Classes*,³ as well as to provide significant prospective relief that would preserve
 9 certain contracting changes that the UFC initiated after the *Le Action* was filed in 2015 and before the
 10 *Johnson Action* was filed in 2021. These changes ameliorate some of the conduct Plaintiffs had
 11 challenged as anticompetitive. SA ¶¶5, 6.

12 The *Settlement* followed nearly a decade of hard-fought litigation. The parties inked a deal, on
 13 the eve of trial in the *Le Action*, through extensive arm’s-length negotiations between experienced and

14
 15 ¹ Plaintiffs Cung Le, Nathan Quarry, Jon Fitch, Brandon Vera, Luis Javier Vazquez, and Kyle
 16 Kingsbury brought the *Le Action* against one defendant, Zuffa, LLC. On August 9, 2023, the Court
 17 certified the “bout class” in the *Le Action* (the “*Le Class*”) and appointed all the plaintiffs in the *Le*
 18 *Action*, other than Nathan Quarry, as the class representatives for the *Le Class* (the “*Le Class*
 19 *Representatives*”). See ECF No. 839, at 74-75, 78-79. Plaintiff Nathan Quarry was proffered as a class
 20 representative for the “Identity Rights Class,” which the Court did not certify. See ECF No. 839, at 75-
 21 78. Plaintiffs Kajan Johnson, Clarence Dollaway, and Tristan Connelly (the proposed “*Johnson*
 22 *Settlement Class Representatives*”) brought the *Johnson Action*, naming three defendants, Zuffa, LLC,
 23 TKO Operating Company, LLC, and Endeavor Group Holdings, Inc. The *Le Class Representatives* and
 24 the *Johnson Settlement Class Representatives* are collectively referred to as “Plaintiffs,” and the
 25 defendants in both *Actions* will be referred to collectively as “Defendants” or “UFC.”

26
 27 ² Citations to the *Settlement Agreement* will use the format “SA ¶ _.” Unless otherwise defined herein,
 28 all capitalized terms have the same meanings set forth in *Settlement Agreement*, attached to the Joint
 Decl. as Exhibit 1.

³ The *Settlement Classes* are: (i) the *Le Class*, and (ii) the proposed *Johnson Settlement Class*. The *Le*
 Class is defined to include all persons who competed in one or more live professional UFC-promoted
 MMA bouts taking place or broadcast in the U.S. from December 16, 2010 to June 30, 2017 (the “*Le*
 Class Period”), but excludes all persons who are not residents or citizens of the U.S. unless the UFC
 paid such persons for competing in a bout fought in the U.S. See ECF No. 839, at 79 (certifying the *Le*
 Class). The *Johnson Settlement Class* includes all persons who competed in one or more live
 professional UFC-promoted MMA bouts taking place or broadcast in the United States from July 1,
 2017 to the date of preliminary approval of the *Settlement*. Excluded from the *Johnson Settlement*
 Class are all persons who are not residents or citizens of the United States unless the UFC paid such
 persons for competing in a bout fought or broadcast in the United States. SA ¶1.n.

1 informed counsel facilitated by the nationally renowned mediator, former U.S. District Judge Hon.
 2 Layn Phillips. *See* Joint Decl. ¶¶5, 231-32.⁴ At the time of Settlement, the parties were fully informed
 3 about the strengths, weaknesses, and risks of the Actions given that Plaintiffs had: (a) completed a
 4 lengthy pre-filing investigation without the assistance of any governmental enforcement action (*see id.*
 5 ¶¶7-10); (b) engaged in many years of detailed fact and expert discovery, motion practice, and trial
 6 preparation (*see generally id.* ¶¶16-230); and (c) undertook multiple efforts to settle the matter,
 7 including three full-day mediation sessions spread over a series of years (in 2017, 2019, and 2023) (*see*
 8 *id.* ¶¶5, 231-32).

9 The Settlement is an excellent result for the Settlement Classes. It provides a substantial cash
 10 recovery and significant prospective relief notwithstanding the significant litigation risks Plaintiffs
 11 faced in both Actions, including those associated with delay. *Id.* ¶¶5, 233-56. According to the
 12 proposed Plan of Allocation detailed below and attached as Exhibit 3 to the Joint Decl., *Le* Class
 13 members would receive 25% (or more) of the total bout-related compensation each fighter received
 14 from the UFC during the *Le* Class Period. And those *Johnson* Settlement Class members not subject to
 15 arbitration clauses or class action waivers are likely to recoup as much as 10% of the total bout-related
 16 compensation each received from the UFC during the *Johnson* Class Period. *Id.* ¶¶5, 236.

17 The Settlement is a substantial achievement. Worker-side antitrust class actions like this one,
 18 brought under Section 2 of the Sherman Act, are both rare and important. For context on the
 19 significance of the Settlement, Plaintiffs solicited input from a highly regarded expert in the application
 20 of antitrust law to labor markets, Prof. Eric Posner of the University of Chicago Law School. Prof.
 21 Posner observed, based on his research, that the *Le* Action “is the first [labor-side claim under Section 2
 22 of the Sherman Act] ever to survive summary judgment, reach class certification, or even survive a
 23 motion to dismiss.” Declaration of Prof. Eric A. Posner in Support of Plaintiffs’ Motion for Preliminary
 24 Approval of the Settlement (“Posner Decl.”) ¶1; Joint Decl. ¶245.⁵ He continued by stating that the
 25

26 _____
 27 ⁴ The term “Joint Decl.” refers to the accompanying Joint Declaration of Eric L. Cramer, Richard A.
 28 Koffman, and Joseph R. Saveri in Support of Plaintiffs’ Motion for Preliminary Approval of the
 Settlement, dated May 21, 2024.

⁵ The Posner Decl. is attached as Exhibit 2 to the Joint Decl.

1 Settlement is significant, in part, because it “will encourage more plaintiffs to bring cases to enforce an
 2 important but neglected policy embodied in the antitrust laws—that of ensuring that labor markets, and
 3 not just product markets, are competitive.” *Id.* In short, the Settlement reflects an important resolution
 4 of a long-running, hard-fought, and complex case against a large and powerful company in one of the
 5 country’s most popular sports. If approved, the Settlement would provide substantial immediate
 6 monetary and prospective relief to all members of the Settlement Classes.

7 As detailed below, the Settlement is fair, reasonable, and adequate. Accordingly, Plaintiffs
 8 request that the Court preliminarily approve the Settlement, provisionally certify the *Johnson*
 9 Settlement Class, direct that notice of the Settlement be provided to the Settlement Classes, and grant
 10 other relief essential to effectuating the Settlement, including setting a date for a Fairness Hearing.
 11 Counsel for Defendants have reviewed Plaintiffs’ motion and proposed order and certain other related
 12 supporting papers and join in the relief requested.

13 **FACTUAL AND PROCEDURAL BACKGROUND**

14 **A. Investigation and Filing of the *Le* Action**

15 Co-Lead Class Counsel⁶ and Supporting Counsel⁷ opened investigations into potentially
 16 anticompetitive conduct in the Mixed Martial Arts (“MMA”) industry well-before filing the *Le* Action
 17 and without the benefit of a governmental enforcement action. *See* Joint Decl. ¶¶7-8. Co-Lead Counsel
 18 and Supporting Counsel at Warner Angle, in conjunction with the *Le* Class Representatives and Nathan
 19 Quarry, devoted thousands of hours to the pre-complaint investigation of this matter. *Id.*

20 Plaintiffs Cung Le, Nathan Quarry (“Quarry”), and Jon Fitch filed the *Le* Complaint on
 21 December 16, 2014, in the United States District Court for the Northern District of California. *Id.* ¶9. In
 22 the ensuing weeks, other fighters filed similar proposed class actions. After the cases were transferred
 23 to this District, this Court granted consolidation of the various matters into the *Le* Action on June 11,
 24 2015. *Id.*

25 _____
 26 ⁶ Co-Lead Class Counsel refers to Berger Montague PC, Cohen Milstein Sellers & Toll PLLC, and the
 Joseph Saveri Law Firm LLP.

27 ⁷ Supporting Counsel refers to all or some of the following firms: Wolf, Rifkin, Shapiro, Schulman &
 28 Rabkin, LLP, Kemp Jones, LLP, Warner Angle Hallam Jackson & Formanek PLC, Clark Hill PLC,
 The Radice Law Firm, and Spector Roseman Kodroff & Willis.

1 **B. Motions to Transfer and Dismiss**

2 On January 30, 2015, Zuffa moved to transfer the *Le* Action from the United States District
3 Court for the Northern District of California to this District, and the California Court granted that
4 motion on June 2, 2015. *Id.* ¶¶11, 13. While the motion to transfer was pending, Zuffa moved to
5 dismiss the complaints. *Id.* ¶12. On September 25, 2015, after briefing and oral argument, the Court
6 denied Zuffa’s motion to dismiss from the bench, issuing a written Order on October 19, 2016. *Id.* ¶14.
7 Plaintiffs filed their Consolidated Amended Complaint on December 18, 2015, which Zuffa answered
8 on January 19, 2016. *Id.* ¶15

9 **C. Fact Discovery in the *Le* Action**

10 Co-Lead Class Counsel, along with Supporting Counsel, continued to litigate the case
11 aggressively, proceeding with voluminous and complex fact discovery. *See id.* ¶¶16-76. Plaintiffs’ fact
12 discovery work included ensuring that the UFC and certain third parties preserved relevant
13 electronically stored data and information (“ESI”), *id.* ¶¶20-23; pursuing focused written discovery
14 from Zuffa and third parties (including by litigating the scope of productions and purported work
15 product and privilege claims), *id.* ¶¶24-57; taking nearly 30 depositions of fact witnesses (in addition to
16 seven days of testimony of Zuffa’s Rule 30(b)(6) designees), *id.* ¶¶58-61; scouring publicly available
17 sources of relevant information and evidence (including data and videotaped statements of key
18 witnesses in the case), *id.* ¶¶62-66; collecting and reviewing document productions from the Class
19 Representatives, *id.* ¶¶67-71; and preparing the Class Representatives for their depositions and
20 defending those depositions. *Id.* ¶¶72-76.⁸

21 **D. Expert Discovery in the *Le* Action**

22 Given the importance of economic issues in this case, Co-Lead Class Counsel retained three
23 economic experts: Hal J. Singer, Ph.D., Professor Andrew Zimbalist, and Professor Alan Manning, as
24

25 ⁸ In addition to the Class Representatives’ participation in the collection of documents in their
26 possession, custody, and control, as well as preparing and sitting for their depositions, they were
27 actively involved in the case, attending: (1) regular teleconferences throughout the fact discovery
28 period to stay current with case developments; (2) numerous court hearings, including for the motion to
transfer, motion to dismiss, motion for summary judgment, motion for class certification, and several
other hearings and status conferences; (3) three mediation sessions; and (4) preparation sessions for
their trial testimony. *Id.* ¶¶77-81.

1 well as a forensic accounting expert, Guy Davis. *Id.* ¶¶82-84. Co-Lead Class Counsel collectively spent
 2 substantial time and effort working with these experts to facilitate their understanding of the case and
 3 the record; their preparation of their expert reports; and their preparation for testimony at their
 4 depositions, at the class certification hearing, and at the anticipated April 2024 trial. *Id.* ¶87; *see also id.*
 5 ¶¶82-125. In addition, Co-Lead Class Counsel also analyzed the reports produced by Zuffa's five
 6 experts, who collectively produced reports totaling 650 pages. Plaintiffs deposed each of Zuffa's
 7 experts in 2017. *See id.* ¶¶127-30.

8 E. Class Certification and *Daubert* Proceedings in the *Le* Action

9 1. Class Certification and *Daubert* Briefing.

10 Following the completion of fact and expert discovery in the *Le* Action, Co-Lead Class Counsel
 11 prepared a class certification motion and brief along with supporting materials, followed by a reply
 12 brief that responded to Zuffa's opposition brief arguments. *Id.* ¶¶131-32. On the same day that
 13 Plaintiffs filed their Motion for Class Certification (February 16, 2018), Zuffa moved to exclude all of
 14 Plaintiffs' experts. Co-Lead Class Counsel successfully opposed those motions, and Zuffa's subsequent
 15 renewal of those motions. *See id.* ¶¶133-35.

16 2. The Evidentiary Hearing on Class Certification.

17 The Court held a seven-day evidentiary hearing on Plaintiffs' Motion for Class Certification on
 18 August 26, August 27, August 28, August 30, September 12, September 13, and September 23, 2019.
 19 *See id.* ¶145, *see also id.* ¶¶136-47. On September 12, 2019, at the Court's request, the parties
 20 submitted supplemental briefs in support of and in opposition to class certification. *Id.* ¶147.

21 3. Post-Hearing Proceedings on Class Certification.

22 Over the next few years, Co-Lead Class Counsel attended multiple status conferences, some by
 23 videoconference due to the coronavirus pandemic. *Id.* ¶148. At the second of these status conferences,
 24 on December 10, 2020, the Court announced its intention to grant Plaintiffs' Motion for Class
 25 Certification as to the Bout Class.⁹ *Id.* ¶149. On August 9, 2023, the Court granted in part Plaintiffs'

26 _____
 27 ⁹ Following that December 10, 2020 status conference, on April 6, 2021, a Ninth Circuit panel vacated
 28 a district court order certifying three classes in a price-fixing case. *Olean Wholesale Grocery Coop.,
 Inc. v. Bumble Bee Foods LLC*, 993 F.3d 774 (9th Cir. 2021), *on reh'g en banc*, 31 F.4th 651 (9th Cir.

1 Motion for Class Certification, certifying the proposed Bout Class (and denying certification of the
2 proposed identity rights class).¹⁰ *Id.* ¶152.

3 4. Notice of Class Certification to the *Le* Class.

4 After the Ninth Circuit denied Zuffa's Rule 23(f) petition, Co-Lead Class Counsel solicited bids
5 from claims administration vendors and selected Angeion Group to issue notice to the *Le* Class. *Id.*
6 ¶153. Co-Lead Class Counsel worked with Angeion to develop a Notice Plan and effectuate notice to
7 the *Le* Class. *Id.* Not a single member of the *Le* Class opted out. *Id.*

8 F. Zuffa's Motions for Summary Judgment in the *Le* Action

9 Zuffa filed three separate motions for summary judgment. *Id.* ¶159. First, during discovery,
10 Zuffa filed a motion for partial summary judgment seeking to dismiss as untimely Quarry's claims
11 relating to identity rights. *Id.* ¶160. Plaintiffs opposed the motion, and the Court ultimately denied it
12 without prejudice. *Id.* Second, following briefing on Plaintiffs' Motion for Class Certification and
13 Zuffa's motions to exclude Plaintiffs' experts, Zuffa filed another motion for summary judgment
14 seeking summary dismissal of the entire case, which Plaintiffs opposed. *Id.* ¶161. The Court denied that
15 motion without prejudice. *Id.* Third, following the Court's Class Certification Order, Zuffa renewed its
16 motion for summary judgment. Plaintiffs opposed the motion, and the Court denied it on January 18,
17 2024. *Id.* ¶¶162-63.

18 G. The Investigation and Filing of the *Johnson* Action, Litigating the Motion to 19 Dismiss, and Preliminary Discovery

20 While awaiting the Court's Order certifying the Bout Class in the *Le* Action, Plaintiffs Kajan
21 Johnson and Clarence Dollaway retained Co-Lead Class Counsel, along with Supporting Counsel at

22
23 2022). Zuffa raised that decision to this Court on April 8, 2021. Joint Decl. ¶151. Co-Lead Class
24 Counsel filed a response to contextualize *Olean*'s applicability to this litigation. *Id.* The Ninth Circuit
25 subsequently vacated the panel order and took the matter up *en banc*. *Id.* Then on April 8, 2022, the
26 Ninth Circuit filed its opinion in *Olean* reversing the panel decision and affirming the district court's
27 certification of three classes. *Id.* The Supreme Court denied certiorari in *Olean* on November 14, 2022.
28 *Id.*

¹⁰ Zuffa filed a petition pursuant to Fed. R. Civ. P. 23(f), seeking to appeal the Court's Order certifying
the Bout Class. Joint Decl. ¶¶154-156. Co-Lead Class Counsel opposed Zuffa's petition, filed a
response opposing Zuffa's request for a reply brief, and filed a proposed sur-reply. *Id.* The Ninth
Circuit denied Zuffa's 23(f) Petition on November 1, 2023. *Id.*

1 Warner Angle, to file a new action on behalf of UFC fighters who appeared in bouts for the UFC from
2 July 1, 2017 to the present. *Id.* ¶164. This “*Johnson Action*” thus covered the period following the end
3 of the *Le Action*’s Class Period (which ran from December 16, 2010 through June 30, 2017). *Id.*

4 Co-Lead Class Counsel’s investigation into the *Johnson Action* focused on (1) laying a
5 sufficient basis for alleging that Zuffa’s conduct alleged in the *Le Action* continued beyond June 30,
6 2017, and (2) analyzing how the alleged misconduct was affected by the sale of Zuffa in 2016 to
7 WME-IMG Endeavor. *Id.* ¶165.

8 Zuffa and Endeavor Group Holdings, Inc. moved to dismiss the *Johnson Action*. *Id.* ¶167.
9 Plaintiffs opposed the motion, and the Court denied the motion on September 30, 2022. *Id.*

10 Endeavor renewed its motion to dismiss on December 1, 2023. *Id.* ¶168. In response to
11 Endeavor’s renewed motion to dismiss, Co-Lead Class Counsel, with assistance from Warner Angle,
12 further investigated the changes in the corporate structure around the UFC and filed an Amended
13 Complaint in the *Johnson Action* adding TKO Group Holdings, Inc. as a defendant and adding a new
14 plaintiff, Tristan Connelly. *Id.* ¶169.

15 Zuffa and TKO Group Holdings, Inc. filed an Answer on February 5, 2024. *Id.* ¶171. Endeavor
16 filed a motion to dismiss. *Id.* The Settlement in the Actions was reached prior to Plaintiffs’ briefing of
17 Endeavor’s third motion to dismiss. *Id.* ¶172. Discovery in the *Johnson Action* commenced prior to the
18 Settlement. *Id.* ¶¶173, 186.

19 **H. Pre-Trial Proceedings in the *Le Action***

20 **1. Scheduling Trial in the *Le Action***

21 At a status conference on August 21, 2023, the Court announced that a trial on liability and
22 damages in the *Le Action* would take place in March or April of 2024, later informing the parties that
23 trial would commence on April 8, 2024. *Id.* ¶¶183-84. The Court later re-set the trial for April 15,
24 2024. *Id.*

25 **2. Pretrial Tasks and Work in the *Le Action***

26 As the *Le Action* sped toward trial, Co-Lead Class Counsel, with assistance from Supporting
27
28

1 Counsel, engaged intensely in preparation. *Id.* ¶192.¹¹ On March 4, 2024, the Court heard argument on
 2 the motions *in limine*. *Id.* ¶214. Plaintiffs prevailed on certain important motions *in limine* at that
 3 hearing, including on a motion seeking to strike 13 allegedly late-disclosed witnesses from Zuffa’s
 4 witness list and to strike evidence from after the June 30, 2017 close of the *Le* Class Period. *Id.* ¶215.
 5 The parties filed Trial Briefs on February 22, 2024. *Id.* ¶¶220-21.

6 THE SETTLEMENT

7 Taken as a whole, the Settlement is an extraordinary result that brings immediate and
 8 prospective relief to the Settlement Classes. *See* Joint Decl. ¶¶5, 231-56. As referenced earlier, Prof.
 9 Posner observed that the *Le* Action may well be the first Section 2 antitrust case involving worker
 10 compensation to certify a class and survive summary judgment. Posner Decl. ¶1. He opined that one
 11 important result of the litigation of the *Le* Action will be the “judicial opinions [the *Le* Action]
 12 produced and [that] the settlement for the class members will spur other private plaintiffs to pursue
 13 meritorious claims in this important but neglected area of the law.” *Id.* ¶24.

14 The Settlement Agreement provides two components of relief to the Settlement Classes: (i)
 15 \$335 million in cash, and (ii) important prospective relief in the form of locking in certain contract and
 16 business practice changes that Zuffa initiated after the filing of the *Le* Action in 2015 and before the
 17 filing of the *Johnson* Action in 2021. *See* SA ¶¶3, 6; Joint Decl. ¶234. The cash portion comprises a
 18 significant percentage of damages sought by Plaintiffs and will provide compensation to the members
 19

20 ¹¹ Plaintiffs’ counsel: (1) reviewed the deposition transcripts in the case to identify the witnesses most
 21 relevant to the potential trial presentation, and designated those witnesses’ testimony; (2) updated
 22 Plaintiffs’ Rule 26(a) disclosures; (3) compiled Plaintiffs’ trial witness list; (4) served Plaintiffs’ initial
 23 witness list and deposition designations; (5) reviewed Zuffa’s deposition designations, and prepared
 24 responses, objections and counter-designations; (6) prepared Plaintiffs’ trial exhibit list; (7) reviewed
 25 Zuffa’s trial exhibit list, which contained more than 960 entries, and prepared objections, as
 26 appropriate, to those exhibits; (8) responded to Zuffa’s objections to Plaintiffs’ trial exhibits; (9)
 27 worked with Zuffa’s counsel to identify any joint exhibits the parties agreed should be admitted; (10)
 28 researched and provided to Zuffa a list of potential motions *in limine*; (11) met and conferred regarding
 the parties’ proposed motions *in limine*, reaching agreement on some of them; (12) drafted and filed
 twenty motions *in limine*; (13) reviewed and prepared to respond to Zuffa’s eleven motions *in limine*;
 and (14) prepared direct and cross-examinations for live trial witnesses; (15) began preparing Plaintiffs’
 live witnesses to testify at trial; (16) prepared opening and closing statements; (17) prepared and issued
 trial subpoenas; and (18) prepared for and participated in two mock jury exercises that shed significant
 light on the strengths and weaknesses of the parties’ cases for trial. *Id.* ¶¶196-218, 226-33.

1 of the Settlement Classes in the form of a substantial percentage of the amount of money these fighters
 2 earned during their UFC fighting careers. *Id.* ¶236.

3 Moreover, the prospective relief provided by the Settlement preserves, for a period of five years
 4 after final approval, six important business practice changes that Zuffa made after the filing of the *Le*
 5 case in 2015 and before filing of the *Johnson* Action in 2021. These include:

- 6 1. Any Exclusive Negotiating Period contained in Zuffa’s Promotional and Ancillary Rights
 7 Agreements will not exceed 30 days;
- 8 2. Any Right to Match Period following the expiration of an Exclusive Negotiating Period
 9 contained in Zuffa’s Promotional and Ancillary Rights Agreements will not exceed four
 10 months;
- 11 3. Zuffa will limit any extension of the Term of its Promotional and Ancillary Rights Agreements
 12 in the event a fighter turns down a bout with an opponent Zuffa designates to the longer of the
 13 length of time sufficient to find a new opponent or for six months;
- 14 4. Zuffa will change its practice on how the “Retirement Clause” operates to place a maximum of
 15 four years to the suspension of the Term of the Promotional and Ancillary Rights Agreement
 16 while a fighter is retired or disabled, or otherwise allow for earlier termination of the
 17 Promotional and Ancillary Rights Agreement;
- 18 5. Zuffa agrees that UFC fighters retain the right to use their own identities, including, for
 19 example, the sale of the fighters’ names, images, voices and likenesses by third parties of
 20 Merchandise; and
- 21 6. Zuffa agrees to provide fighters up to three still images of the fighter, the licensing of which
 22 will be governed by a license application to and approval by Getty Images.

23 SA ¶6; Joint Decl. ¶237.

24 ARGUMENT

25 I. Standards for Preliminary Approval of the Settlement

26 Governing law supports preliminary approval. There is “‘a strong judicial policy’ that favors
 27 class action settlements.” *In re Volkswagen “Clean Diesel” Mktg., Sales Pracs., & Prod. Liab. Litig.*,
 28 229 F. Supp. 3d 1052, 1061 (N.D. Cal. 2017) (quoting *Allen v. Bedolla*, 787 F.3d 1218, 1223 (9th Cir.
 2015)); *Moorer v. StemGenex Med. Grp., Inc.*, 2021 WL 4993054, at *2 (S.D. Cal. Oct. 26, 2021)
 (“Voluntary conciliation and settlement are the preferred means of dispute resolution in complex class
 action litigation.”); *Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 526 (C.D. Cal.
 2004) (“Unless the settlement is clearly inadequate, its acceptance and approval are preferable to

lengthy and expensive litigation with uncertain results.”¹²

A class action settlement requires Court approval pursuant to Fed. R. Civ. P. 23(e). This Rule requires the Court to consider whether: (a) the class was adequately represented; (b) the settlement was negotiated at arm’s-length; (c) the relief provided to the class is adequate; and (d) the proposal treats class members equitably. *See* Fed. R. Civ. P. 23(e)(2). Later in the process, at the final approval stage, the Ninth Circuit has traditionally identified the following factors for a court’s analysis, which overlap with the Rule 23(e)(2) requirements: “the strength of the plaintiffs’ case; the risk, expense, complexity, and likely duration of further litigation; the risk of maintaining a class action status throughout the trial; the amount offered in the settlement; the extent of discovery completed and the stage of the proceedings; the experience and views of counsel; the presence of a governmental participant; and the reaction of the class members to the proposed settlement.” *Szymborski v. Ormat Techs., Inc.*, 2012 WL 4960098, at *2 (D. Nev. Oct. 16, 2012) (quoting *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998)¹³).

To grant *preliminary* approval, the Court does not have to undertake an in-depth consideration of all the relevant factors necessary for final approval. The issue to be resolved now is only whether “the court will likely be able to: (i) approve the proposal under Rule 23(e)(2); and (ii) certify the class for purposes of judgment on the proposal.” Fed. R. Civ. P. 23(e)(1). The “[c]ourt need only find [the settlement] falls within ‘the range of reasonableness.’” *In re High-Tech Emp. Antitrust Litig.*, 2015 WL 12991307, at *1 (N.D. Cal. Mar. 3, 2015). Preliminary approval is viewed as an “‘initial evaluation’ of the fairness of the proposed settlement made by the court on the basis of written submissions and informal presentation from the settling parties.” *Id.* (citing Manual § 21.632).

Plaintiffs demonstrate below that the Settlement satisfies the elements of Rule 23(e)(2), as well as those additional factors identified in *Hanlon* that do not overlap with the Rule 23(e)(2) elements (extent of discovery completed and stage of proceedings, risk of maintaining class actions status, and

¹² All references to internal quotations or cases cited are omitted from the citations in this memorandum except where expressly provided.

¹³ Overruled on other grounds by *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338 (2011).

1 experience and views of Settlement Class Counsel).¹⁴ Plaintiffs also demonstrate that certification of
 2 the proposed *Johnson* Settlement Class under Fed. R. Civ. P. 23(b)(3) for settlement and judgment is
 3 warranted. Accordingly, notice should be issued to the Settlement Classes pursuant to the plan of notice
 4 (the “Notice Plan”), as discussed in more detail at Part IV *infra*.

5 **II. The Settlement Satisfies the Elements for Preliminary Approval**

6 **A. The Settlement Classes Have Been Adequately Represented**

7 Plaintiffs satisfy the first requirement of Rule 23(e)(2), which asks whether “the class
 8 representatives and class counsel have adequately represented the class[.]” Fed R. Civ. P. 23(e)(2)(A).
 9 Determining adequacy requires “[r]esolution of two questions . . . : (1) do the named plaintiffs and their
 10 counsel have any conflicts of interest with other class members and (2) will the named plaintiffs and
 11 their counsel prosecute the action vigorously on behalf of the class?” *Hanlon*, 150 F.3d at 1020. Both
 12 favor preliminary approval here.

13 There are no conflicts of interest among the Class Representatives and Settlement Class
 14 Counsel with the members of the Settlement Classes. The Court already found Settlement Class
 15 Counsel and the *Le* Class Representatives adequate when it certified the *Le* Class. *See* ECF No 839, at
 16 17-18, 78-79. Settlement Class Counsel and the *Johnson* Settlement Class Representatives also have no
 17 conflicts of interest with members of the *Johnson* Settlement Class. For both Actions, the Class
 18 Representatives’ interests have been aligned with members of the respective Class, and Settlement
 19 Class Counsel have vigorously litigated on behalf of the Settlement Classes. The extent and breadth of
 20 Settlement Class Counsel’s efforts in litigating the Actions is described in in the Joint Declaration (¶¶7-
 21 230), which demonstrates that counsel has capably and zealously pursued the interests of the Settlement
 22 Classes.

23 _____
 24 ¹⁴ The *Hanlon* factors addressing the strength of plaintiffs’ case, the risks and costs of further litigation,
 25 and the amount of settlement generally overlap with Rule 23(e)(2)(C) addressing the adequacy of the
 26 relief obtained via settlement. Two of the factors the Ninth Circuit lists in *Hanlon* are not pertinent to
 27 preliminary approval here: (i) there was no involvement of a government participant in the litigation to
 28 examine (although that the Settlement was obtained without any benefit of government assistance
 weighs in favor of preliminary approval (*see, e.g., Metrow v. Liberty Mut. Managed Care LLC*, 2018
 WL 6265085, at *9 (C.D. Cal. June 14, 2018) (absence of government participant in the action favors
 approval)); and (ii) evaluating the reaction of the class is conducted at the final approval stage
 following notice. *See Hanlon*, 150 F.3d at 1026.

1 **B. The Settlement Was Reached Through Arm’s-Length Negotiations**

2 The Settlement further satisfies the second element of Rule 23(e)(2), which requires that the
3 Settlement result from arm’s-length negotiations. Fed R. Civ. P. Rule 23(e)(2)(B). Class settlements are
4 presumed fair when they are reached “following sufficient discovery and genuine arm’s-length
5 negotiation.” *DIRECTV*, 221 F.R.D. at 528. “That the settlement was reached with the assistance of an
6 experienced mediator further suggests that the settlement is fair and reasonable.” *Moorer*, 2021 WL
7 4993054, at *5. Each of these elements is present here.

8 *First*, the parties in the *Le* Action engaged in significant discovery, both fact and expert, and
9 analysis of that discovery through to the eve of trial. *See* Joint Decl. ¶¶16-130. That familiarity with the
10 record enabled Settlement Class Counsel to develop a comprehensive understanding of the claims, the
11 litigation risks, and the value of the claims prior to settling the Actions. *See DIRECTV*, 221 F.R.D. at
12 527 (settlement after discovery approved “because it suggests that the parties arrived at a compromise
13 based on a full understanding of the legal and factual issues surrounding the case”); *Victorino v. FCA*
14 *US LLC*, 2023 WL 3296155, at *5 (S.D. Cal. May 5, 2023) (preliminary approval where “Plaintiff
15 thoroughly investigated and researched the claims in litigating this action and preparing [for] trial”).

16 *Second*, the parties reached the Settlement through arm’s-length negotiations undertaken in
17 good faith by highly experienced counsel, including full day mediations held years apart (in 2017,
18 2019, and 2023). *See* Joint Decl. ¶¶231-34. After each mediation session, the parties continued
19 discussions through the mediator, the Hon. Layn Phillips. *Id*; *see Abadilla v. Precigen, Inc.*, 2023 WL
20 7305053, at *3 (N.D. Cal. Nov. 6, 2023) (settlement mediated before J. Phillips (ret.) preliminary
21 approved); *High-Tech Emp.*, 2015 WL 12991307, at *1 (same); *Fusion Elite All Stars, et al. v. Varsity*
22 *Brands, LLC, et al.*, No. 20-cv-2600, ECF No. 336 (W.D. Tenn. Apr. 25, 2023) (same (citing
23 preliminary approval brief identifying J. Phillips as mediator)).

24 **C. The Relief Provided by the Settlement Is More Than Adequate**

25 The Settlement satisfies the third requirement of Rule 23(e), namely that the relief provided by
26 the Settlement is adequate. Fed. R. Civ. P. 23(e)(2)(C). The rule directs the Court to consider four
27 factors as part of this analysis: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of
28 distributing relief to the class; (iii) the terms and timing of attorneys’ fees; and (iv) any related

1 agreements. *Id.* at Rule 23(e)(2)(C)(i)-(iv). A related factor the Ninth Circuit is the amount offered in
 2 the settlement. *See Hanlon*, 150 F.3d at 1026. Each of these factors supports preliminary approval.

3 1. The Costs, Risks, and Delay of Trial and Appeal.

4 “[U]nless the settlement is clearly inadequate, its acceptance and approval are preferable to
 5 lengthy and expensive litigation with uncertain results.” *DIRECTV*, 221 F.R.D. at 526 (quoting
 6 *Newberg on Class Actions*, § 11:50, at 155 (4th ed. 2002)). The Court “may presume that through
 7 negotiation, the Parties, counsel, and mediator arrived at a reasonable range of settlement by
 8 considering Plaintiff’s likelihood of recovery.” *Garner v. State Farm Mut. Auto. Ins. Co.*, 2010 WL
 9 1687832, at *9 (N.D. Cal. Apr. 22, 2010).

10 While Settlement Class Counsel believe that the claims asserted in the Actions are meritorious
 11 and that the evidence supports those claims, the continued prosecution of the Actions would have posed
 12 significant risks and additional costs. *See generally* Joint Decl. ¶¶246-56. Defendants have vigorously
 13 asserted multiple challenges to the merits of Plaintiffs’ claims, and defended by arguing, among many
 14 other things, that fighters and the sport more generally benefited from the challenged conduct, that UFC
 15 fighter pay rose significantly over time, that the UFC’s acquisitions saved failing promotions, and that
 16 the UFC’s success was due to procompetitive and not anticompetitive conduct. *See* Joint. Decl. ¶¶248-
 17 49. While the *Le* Class was certified and its petition for interim appellate review denied, Zuffa would
 18 still have had the ability to challenge certification on appeal after trial. *Id.* ¶250. Trial in the *Le* Action
 19 also presented real risks. Antitrust trials are “arguably the most complex action[] to prosecute. The
 20 legal and factual issues involved are always numerous and uncertain in outcome.” *In re Packaged Ice*
 21 *Antitrust Litig.*, 2011 WL 6209188, at *19 (E.D. Mich. Dec. 13, 2011). While an adverse outcome in
 22 the *Le* Action would not have been binding on the *Johnson* Action, a loss would nonetheless have
 23 devalued the *Johnson* Action as a practical matter. *Id.* ¶255.

24 Further, in order to preserve the trial date and avoid the complications and delays of additional
 25 discovery, Plaintiffs in the *Le* Action gave up the ability to pursue injunctive relief. Thus, all of the
 26 Settlement Class Members would have had to wait for the *Johnson* Action to conclude in order to
 27 obtain any possible prospective relief. *Id.* ¶253. Moreover, the *Johnson* Settlement Class members
 28 would have had to wait a substantial amount of time for any semblance of potential relief given that

1 fact discovery in the *Johnson* Action had only just begun. Moreover, the *Johnson* Action would have
 2 faced certain potential headwinds, including contending with the contractual changes that Zuffa had
 3 implemented after the *Le* Action commenced, and the fact that more than half of the Johnson
 4 Settlement Class was subject to arbitration clauses and class action waivers (which devalued the overall
 5 case). *See* Singer Decl. ¶12 & Table 1; *see also* Joint Decl. ¶¶256.

6 **2. The Proposed Plan of Allocation Is Fair and Effective.**

7 Preliminary approval is further justified because the proposed method of distributing relief to
 8 the Settlement Classes is equitable, efficient, and effective. *See, e.g.*, Fed. R. Civ. P. 23(e)(2)(C)(ii); *In*
 9 *re Citric Acid Antitrust Litig.*, 145 F. Supp. 2d 1152, 1154 (N.D. Cal. 2001) (a plan of allocation must
 10 be “fair, reasonable, and adequate”). The proposed Plan of Allocation (the “Plan”), which was
 11 developed with input from Plaintiffs’ economic expert, Dr. Hal Singer, treats each of the Settlement
 12 Class Members fairly while also reasonably accounting for differences among and within the
 13 Settlement Classes. *See generally* Declaration of Hal J. Singer, Ph.D. In Support of Plan of Allocation
 14 (“Singer Decl.”), attached as Exhibit 4 to the Joint Decl. Dr. Singer explains that he developed the Plan
 15 “[b]ased on my prior impact and damages analyses from my reports in the *Le* Case, and my knowledge
 16 of the similar allegations in the *Johnson* Case,” Singer Decl. ¶9, and from his analysis of Zuffa’s bout
 17 pay data provided by Zuffa. *See id.* ¶¶12, 17, 19, 25. The data Defendants provided in the *Le* Action
 18 and in conjunction with the Settlement will be used to determine the *pro rata* distributions described
 19 below, as well as to permit the Claims Administrator to pre-populate claim forms with information
 20 needed to complete the form (and thus make the claims process streamlined and efficient for the
 21 Settlement Class members). *See id.* ¶¶19, 25.

22 The first step of the Plan allocates the Net UFC Settlement Fund with 75% to the *Le* Class (the
 23 “*Le* Class Tranche”) and 25% to the *Johnson* Settlement Class (the “*Johnson* Settlement Class
 24 Tranche”). Plan ¶4; Singer Decl. ¶¶10-15.¹⁵

25 Dr. Singer explains that this allocation as between *Le* and *Johnson* is justified on, at least, four

26
 27 ¹⁵ In the event the calculated total amount allocated for all valid claims submitted against the *Johnson*
 28 Settlement Class Tranche (using the method described below) falls below 25% of the Net UFC
 Settlement Fund, then the remainder would be reallocated to the *Le* Class Tranche. Plan ¶5; Singer
 Decl. ¶¶10, 24.

1 grounds. Singer Decl. ¶¶11-15. First, the *Le* Action is much older and covers an earlier class period. *Id.*
 2 ¶11. Assessed on a “time value of money basis,” the *Le* Class Members have been subject to more
 3 delay in compensation and would be entitled to a higher recovery relative to the *Johnson* Settlement
 4 Class Members on that basis alone. *Id.* ¶¶11, 13. Second, the *Le* Action was fully litigated up to the eve
 5 of trial, while the *Johnson* Action was in the early stage of discovery. *Id.* ¶¶11, 14. This fact gave the
 6 *Le* Action more leverage in settlement than the *Johnson* Action, while the latter also benefitted from
 7 that leverage. *Id.* Third, the UFC made changes to its fighter contracts seemingly in response to the *Le*
 8 Action, which benefitted the *Johnson* Settlement Class Members. *Id.* ¶11. Fourth, more than half of the
 9 *Johnson* Settlement Class Members are subject to arbitration clauses and class action waivers—
 10 meaning that most *Johnson* Settlement Class Members could have no realistic means of relief if forced
 11 to litigate to conclusion—reducing the overall value of the *Johnson* Action. *Id.* ¶¶11, 14.

12 For funds allocated to the *Le* Class Tranche, the Plan allocates money to *Le* Class Members who
 13 submit timely, valid claims (“Claimants”) based on two *pro rata* factors: (i) 80% of the *Le* Class
 14 Tranche is to be distributed on the basis of each *Le* Claimant’s *pro rata* share of all Event
 15 Compensation¹⁶ earned by *Le* Claimants during the *Le* Class Period; and (ii) 20% of the *Le* Class
 16 Tranche is to be distributed on the basis of each *Le* Claimant’s *pro rata* share of all *Le* Claimants’ bouts
 17 fought during the *Le* Class Period. Plan ¶6; Singer Decl. ¶16. Under the Plan, each *Le* Claimant will
 18 receive at least a minimum distribution amount of \$8,000 (though most will receive many multiples of
 19 that amount). *Id.*

20 The 80/20 weighting between total Event Compensation and number of bouts fought provides
 21 an important means of ensuring that the distributions reasonably reflect the extent of each Claimant’s
 22 injures. Dr. Singer explains that the mid-level journeymen fighters may have had their compensation
 23 squeezed to a greater degree than top or bottom-level fighters. *Id.* ¶18. It is possible that, while Zuffa’s
 24 alleged misconduct harmed all fighters, the top fighters may have enjoyed some countervailing
 25 bargaining power that the mid-level fighters did not have. *Id.* Allocating 20% of Settlement funds to
 26

27 ¹⁶ The term “Event Compensation” refers to a fighter’s total event-level compensation that is the sum
 28 of (1) show and win purses, (2) discretionary/performance pay, (3) PPV royalties, and (4) letters of
 agreement. *See* Singer Decl. p. 8 n.20.

1 distribute *pro rata* based on the number of bouts fought, as opposed to relying solely on Event
 2 Compensation, recognizes that the mid-level fighters without as much name recognition may have been
 3 relatively better off in the but-for world as compared to the more popular fighters. *Id.* In short,
 4 allocating most of the funds in proportion to compensation amounts, but also allocating at least some
 5 portion of the funds based on number of bouts fought, strikes a fair balance. This balance will help
 6 ensure that the distributions from the Net Settlement Fund will correlate with the degree of harm each
 7 Claimant suffered. This type of distribution on a *pro rata* basis, with distributions correlating with
 8 harm, is deemed fair, adequate, and reasonable. *See Hefler v. Wells Fargo & Co.*, 2018 WL 6619983, at
 9 *12 (N.D. Cal. Dec. 18, 2018); *Loeza v. JPMorgan Chase Bank, NA*, 2015 WL 13357592, at *8 (S.D.
 10 Cal. Aug. 18, 2015) (“the funds will be distributed on a weighted *pro rata* basis, which guarantees
 11 equal treatment of class members”).¹⁷

12 For the *Johnson* Settlement Class Tranche, the plan separates *Johnson* Claimants into two
 13 groups: (i) fighters *without* arbitration clauses or class action waivers in their fighter contracts; and (ii)
 14 fighters *with* arbitration clauses or class action waivers in their fighter contracts. Plan ¶8; Singer Decl.
 15 ¶20. For the first group, the Plan allocates the funds in the *Johnson* Settlement Class Tranche to
 16 *Johnson* Claimants based on two *pro rata* factors: (i) 80% of the *Johnson* Settlement Tranche to be
 17 distributed on the basis of each *Johnson* Claimant’s *pro rata* share of all Event Compensation earned
 18 by *Johnson* Claimants during the *Johnson* Settlement Class Period; and (ii) 20% of the *Johnson*
 19 Settlement Class Tranche to be distributed on the basis of each *Johnson* Claimant’s *pro rata* share of all
 20 *Johnson* Claimants’ bouts fought during the *Johnson* Settlement Class Period. Plan ¶9; Singer Decl.
 21 ¶21. This procedure mirrors that used for the *Le* Class Tranche.

22 To ensure fairness between the *Le* Class and the *Johnson* Settlement Class, based on the factors
 23 discussed above regarding the bases for the 75/25 allocation between the two Settlement Classes, the
 24 Plan provides that the distribution from the *Johnson* Settlement Class Tranche to those *Johnson*
 25 Claimants *without* an arbitration clause or class action waiver will be capped at 10 percent of each
 26 *Johnson* Claimant’s Event Compensation during the *Johnson* Settlement Class Period, or \$7,000,
 27

28 ¹⁷ *Affirmed sub nom. Hefler v. Pekoc*, 802 F. App’x 285 (9th Cir. 2020).

1 whichever is higher. Plan ¶11; Singer Decl. ¶22. The Plan also provides a \$7,000 minimum distribution
2 amount to these *Johnson* Claimants (*i.e.*, those without class action waivers or arbitration clauses).

3 For the second group of *Johnson* Claimants, who have arbitration clauses or class action
4 waivers in their fighter contracts, these Claimants will receive a flat distribution amount of \$5,000. Plan
5 ¶10; Singer Decl. ¶23. Additionally, any fighter who is a member of both Settlement Classes will
6 receive a distribution amount that is the sum of the two allocation procedures used for the *Le* Class
7 Tranche and the *Johnson* Settlement Class Tranche for that individual. Plan ¶10; Singer Decl. ¶26.

8 Finally, the Plan includes procedures to encourage and facilitate Settlement Class Member
9 participation, including mailing pre-populated claim forms setting out critical information necessary for
10 computation of the claim (where the information is available) (Plan ¶¶1-2), communication and
11 resolution procedures for any deficient or late claims (Plan ¶¶14-15), a procedure for managing
12 challenged claims (Plan ¶¶18-20), and a fair dispute resolution process (Plan ¶¶25-26). The Plan will be
13 managed by an experienced claims administrator (Plaintiffs propose Angeion, *see* Part V *infra*) with
14 assistance from Dr. Singer’s consulting firm, Econ One, and Co-Lead Class Counsel. For all these
15 reasons, the Court should preliminarily approve the Plan.

16 3. Settlement Class Counsel’s Request for Fees and Expenses, and Service 17 Awards for the Class Representatives Is Reasonable.

18 Settlement Class Counsel intend to ask the Court for an award of attorneys’ fees of no more
19 than one-third of the UFC Settlement Fund (plus interest), and reimbursement of litigation expenses of
20 no more than \$11 million (to be documented and supported in Plaintiffs’ fee petition filed later in the
21 process). For current purposes, the Court need to evaluate the merits of Plaintiffs’ intended fee and
22 expense requests, but merely approve the notices that will identify these requests so that class members
23 may evaluate them. *See, e.g., Mandalevy v. Boff Holding, Inc.*, 2022 WL 1556160, at *10 (S.D. Cal.
24 May 17, 2022) (“Court need not determine at the preliminary approval stage whether it will ultimately
25 approve an award”); *Cottle v. Plaid Inc.*, 340 F.R.D. 356, 378 (N.D. Cal. 2021) (“court does not award
26 fees at the preliminary approval stage”); *Castillo v. ADT LLC*, 2016 WL 6441614, at *9 (E.D. Cal.
27 Nov. 1, 2016) (“court will therefore not evaluate the fee award at length here in considering whether
28 the settlement is adequate”).

1 A fee award of one-third is reasonable considering the significant amount of work Settlement
 2 Class Counsel performed in developing and litigating the Actions, the length of time these cases were
 3 pending, the fact that counsel prosecuted and funded these cases on a complete contingency basis, and
 4 in light of the significant results achieved in the Settlement. *See Rodriguez v. Nike Retail Servs., Inc.*,
 5 2022 WL 254349, at *6 (N.D. Cal. Jan. 27, 2022) (approving one-third fee award “especially in light of
 6 the significant amount of work Class Counsel performed in this case, ... and the excellent results
 7 achieved”); *see also* Joint Decl. ¶¶7-230 (describing Settlement Class Counsel’s work); *id.* ¶¶ 231-45
 8 (discussing the Settlement benefits). The typical range for attorneys’ fees is generally considered to be
 9 20% to 33 1/3%, and the percentage award “varies depending on the facts of the case, and in ‘most
 10 common fund cases, the award exceeds [25%.]” *Vasquez v. Coast Valley Roofing, Inc.*, 266 F.R.D.
 11 482, 491 (E.D. Cal. 2010). Many courts have approved a fee award of one-third in common fund cases
 12 where the results are significant for class members. *See, e.g., In re Lidoderm Antitrust Litig.*, 2018 WL
 13 4620695, at *1-*2 (N.D. Cal. Sep. 20, 2018) (antitrust class action approving 33% fee award); *Meijer,*
 14 *Inc. v. Abbott Labs.*, 2011 WL 13392313, at *2 (N.D. Cal. Aug. 11, 2011) (same); *Tawfilis v. Allergan,*
 15 *Inc.*, 2018 WL 4849716, at *7 (C.D. Cal. Aug. 27, 2018) (same); *see also In re Heritage Bond Litig.*,
 16 2005 WL 1594403, at *19 (C.D. Cal. June 10, 2005) (class action approving 33% fee award); *Vasquez,*
 17 266 F.R.D. at 492 (same); *Rodriguez*, 2022 WL 254349, at *6 (same).¹⁸

18 Similarly, courts will review and approve a request for reasonable expenses as part of the final
 19 approval process. Courts recognize that Settlement Class Counsel are permitted to recoup “reasonable
 20 expenses that would typically be billed to paying clients in non-contingency matters,” such as those
 21 costs “incidental and necessary to the effective representation of the Class.” *Trosper v. Stryker Corp.*,
 22 2015 WL 5915360, at *1 (N.D. Cal. Oct. 9, 2015) (citing *Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir.
 23 1994)).

24 Settlement Class Counsel will also seek service awards of \$250,000 each for the *Le* Class

25
 26 ¹⁸ *See also In re Urethane Antitrust Litig.*, 2016 WL 4060156, at *4 (D. Kan. July 29, 2016) (antitrust
 27 class action approving 33% fee award); *In re Broiler Chicken Antitrust Litig.*, 2021 WL 5578878, at *4
 28 (N.D. Ill. Nov. 30, 2021) (same); *In re Suboxone (Buprenorphine Hydrochloride & Naloxone) Antitrust*
Litig., 2024 WL 815503, at *16 (E.D. Pa. Feb. 27, 2024) (same); *In re Opana ER Antitrust Litigation*,
 No. 14-cv-10150, ECF No. 1085, ¶15 (N.D. Ill. Nov. 03, 2022) (approving 36% fee award).

1 Representatives and \$60,000 for each of the *Johnson* Settlement Class Representatives. *See Andrews v.*
 2 *Plains All Am. Pipeline L.P.*, 2022 WL 4453864, at *4 (C.D. Cal. Sept. 20, 2022) (“Incentive awards
 3 are fairly typical in class action cases.”). These requests are on the high end for such awards but is in
 4 line with other cases with significant results where courts have granted high service awards.¹⁹ The
 5 Class Representatives collectively have devoted thousands of hours assisting in the Actions, Joint Decl.
 6 ¶¶2, 72-81, and as will be explained in more detail at final approval, these requested service awards are
 7 appropriate here given the extraordinary services of the Class Representatives in these Actions.²⁰

8 **4. The Settlement Provides Significant Monetary and Prospective Relief to the** 9 **Settlement Class.**

10 To determine “whether a settlement agreement is substantively fair to the class, [a] court must
 11 balance the value of plaintiffs’ expected recovery against the value of the settlement offer.” *Loeza*,
 12 2015 WL 13357592, at *8. The Court is guided by the general principle that “[a]lthough a larger award
 13 was theoretically possible, ‘the very essence of a settlement is compromise, a yielding of absolutes and
 14 an abandoning of highest hopes.’” *Barbosa v. Cargill Meat Sols. Corp.*, 297 F.R.D. 431, 447 (E.D. Cal.
 15 2013). It is “well-settled law that a proposed settlement may be acceptable even though it amounts to

17 ¹⁹ *See, e.g., Chen-Oster v. Goldman Sachs & Co.*, 2023 WL 7325264, at *6 (S.D.N.Y. Nov. 7, 2023)
 18 (awarding \$250,000 service award “to compensate plaintiffs for the time and effort expended in
 19 assisting the prosecution of the litigation, the risks incurred by becoming and continuing as a named
 20 plaintiff, and any other burdens sustained by the plaintiffs”); *McReynolds v. Merrill Lynch*, No. 05-cv-
 21 6583, ECF No. 616 at 5 (N.D. Ill. Dec. 6, 2013) (awarding \$250,000 to each class representatives);
Allapattah Servs., Inc. v. Exxon Corp., 454 F. Supp. 2d 1185, 1242 (S.D. Fla. 2006) (awarding \$1.767
 million to each class representatives); *Ingram v. Coca-Cola Co.*, 200 F.R.D. 685, 694 (N.D. Ga. 2001)
 (awarding \$300,000 to each class representatives).

22 ²⁰ The fourth factor of Rule 23(e)(C)(2) requires the Court to examine any other agreements that are
 23 related to the proposed settlement. Fed. R. Civ. P. 23(e)(C)(2)(iv). This provision is aimed at “related
 24 undertakings that, although seemingly separate, may have influenced the terms of the settlement by
 25 trading away possible advantages for the class in return for advantages for others.” Fed. R. Civ. P.
 26 23(e), advisory committee notes 2003 amendments. Here, the parties entered into a Confidential
 27 Supplement to Settlement Agreement, which sets forth certain conditions under which Defendants have
 28 the option to terminate the Settlement. The parties agreed to maintain the confidentiality of this
 agreement because publicizing it could give leverage to actors seeking to blow up the Settlement for
 personal gain. Therefore, the parties agreed that this separate agreement would not be provided to the
 Court unless it so requests, and if so, it would be provided only *in camera*. This type of agreement is
 common in class actions, did not involve any tradeoffs that would render the Settlement improper, and
 does not render a settlement unfair. *See Hefler*, 2018 WL 6619983, at *7.

1 only a fraction of the potential recovery that might be available to the class members at trial.”
2 *DIRECTV*, 221 F.R.D. at 527. “It is the complete package [of the settlement] taken as a whole, rather
3 than the individual component parts, that must be examined for overall fairness.” *Id.* (quoting *Officers*
4 *for Justice v. Civ. Serv. Comm’n of City & Cnty. of San Francisco*, 688 F.2d 615, 628 (9th Cir. 1982)).

5 The Settlement here is an excellent result for the Settlement Classes. The \$335 million
6 monetary recovery provides a swift and significant payment to the Settlement Classes against the delay,
7 costs, and risks of a trial (and post-trial litigation) in the *Le* Action and the lengthy litigation for the
8 *Johnson* Action, which was in the early discovery stage.

9 Based on Dr. Singer’s evaluation of Defendants’ data, there are approximately 2,145 fighters
10 who are members of the Settlement Classes. *See* Singer Decl. Table 1. There are 1,118 fighters in the
11 *Le* Class and 1,297 fighters in the *Johnson* Settlement Class, with several in both classes. *See id.* ¶8.
12 There are 716 fighters (just over 55%) in the *Johnson* Settlement Class who are subject to arbitration
13 clauses or class action waivers in their contracts. *Id.* The UFC paid a total of approximately \$996
14 million in Event Compensation to those members of the Settlement Classes who did not execute
15 arbitration and/or class waiver provisions in their UFC contracts (spanning the class periods of both
16 Actions): \$538.2 million to the *Le* Class and \$457.9 million to the *Johnson* Settlement Class. *See*
17 Singer Decl. Table 1. As noted previously, Prof. Posner has opined that the *Le* Action “is the first such
18 claim ever to survive summary judgment, reach class certification, or even survive a motion to
19 dismiss,” and that these opinions and the Settlement opinions that will provide valuable guidance to
20 future courts and litigants addressing Section 2 antitrust claims in labor markets. *See* Posner Decl. ¶¶1,
21 22-24.

22 Viewed solely on the cash component, without considering the substantial prospective relief
23 (discussed below), the Settlement is a significant percentage (33%) of the Event Compensation paid to
24 UFC fighters, as well as a large share of the damages computed by Dr. Singer in the *Le* Action. *Id.*; *see*
25 *also* Expert Report of Hal J. Singer, Ph.D., August 31, 2017 (“SR1”), ECF No. 518-3, at Table 10
26 (showing \$894.3M in class damages using one of the scenarios); Expert Report of Andrew Zimbalist in
27 *Cung Le, et al. v. Zuffa, LLC*, August 30, 2017 (“ZR1”), ECF No. 518-5, ¶140(c) (\$981.8M in class
28 damages). The cash settlement is outstanding whether viewed as a percentage of wages (here 33%),

1 *see, e.g., Aldapa v. Fowler Packing Co.*, 2023 WL 169120, at *4 (E.D. Cal. Jan. 12, 2023)
 2 (preliminarily approving settlement where anticipated recovery between 20% and 28% of estimated
 3 wages), or as a percentage of single damages, *see, e.g., Tawfilis*, 2018 WL 4849716, at *4 (approving
 4 antitrust settlement representing approximately 8.36% of overcharge damages); *Meijer, Inc. v. 3M*,
 5 2006 WL 2382718, at *16 (E.D. Pa. Aug. 14, 2006) (approving settlement representing approximately
 6 two percent of single damages); *In re Auto. Refinishing Paint Antitrust Litig.*, 2004 WL 1068807, at *2
 7 (E.D. Pa. May 11, 2004) (same); *In re Suboxone (Buprenorphine Hydrochloride & Naloxone) Antitrust*
 8 *Litig.*, 2024 WL 815503, at *9 (E.D. Pa. Feb. 27, 2024) (approving antitrust settlement of 12% to 14%
 9 estimated damages).²¹

10 Further, under the proposed Plan of Allocation, an initial estimate of the likely distribution of
 11 the Net UFC Settlement Fund indicates that *Le* Class Claimants will likely receive as much as 25% (or
 12 more) of their Event Compensation from UFC bouts during the *Le* Class Period, and *Johnson*
 13 Settlement Class Claimants may receive as much as 10% of their Event Compensation from UFC bouts
 14 during the *Johnson* Class Period.

15 The Settlement also provides important prospective relief requiring Zuffa to maintain changes
 16 to its contracts and business practices in ways that give fighters more freedom, flexibility, and
 17 opportunities to earn money from competing in bouts and marketing their likeness. *See* pp. 9-10 *supra*
 18 (describing the six key features of the prospective relief). The Joint Declaration, ¶¶237-43, describes in
 19 detail how each of these changes benefits fighters with the main feature being limitations on Zuffa's
 20 ability to retain fighters under contract or exclusive negotiating rights. Absent the Settlement, these are
 21 changes that Zuffa may well have reversed or cut back. *See* Joint Decl. ¶¶238-39.

22 **D. The Settlement Treats Class Members Equitably**

23 The Settlement treats Settlement Class Members equitably for the same reasons supporting why
 24 the Plan of Allocation is fair, reasonable, and adequate, as discussed in Part II.C.2 *supra*. All Claimants
 25

26 ²¹ As a comparison, plaintiffs in a case alleging Section 1 antitrust claims against real estate brokerage
 27 firms recently reached a class settlement for \$418 million, which came *after* obtaining a jury verdict for
 28 \$1.785 billion (before trebling), and which included as part of the settlement claims from other cases
 that had not been tried to the jury. *See Burnett, et al. v. National Realtors Assoc., et al.*, No. 19-cv-332,
 ECF Nos. 1458 at 1 (Apr. 19, 2024) & 1294 at 2 (Oct. 31, 2023) (W.D. Mo.).

1 receiving a *pro rata* distribution will have their claims calculated using the same methodology, and
 2 only those *Johnson* Settlement Class Members subject to arbitration clauses or class action waivers
 3 receive a flat distribution amount due to the lower value of their claims. *See id.*; *see also Loeza*, 2015
 4 WL 13357592, at *8 (finding substantively fair settlement providing different distributions based on
 5 presence or lack of an arbitration clause).

6 **E. The Extent of Discovery Completed and the Stage of Proceedings**

7 The extent of the discovery completed in the Actions weighs in favor of preliminary approval.
 8 The *Le* Action completed all fact and expert discovery and was on the eve of trial when an agreement
 9 to settle was reached. And while discovery in the *Johnson* Action had just begun, there were substantial
 10 facts and issues in common between the two matters such that Plaintiffs' knowledge of *Le* gave them
 11 significant insight into *Johnson*. Where, as here, a case has completed discovery and reached an
 12 advance stage of litigation, courts have found preliminary approval warranted because these are
 13 "indicators of Lead Counsel's familiarity with the case and of Plaintiffs having enough information to
 14 make informed decisions." *In re Omnivision Techs., Inc.*, 559 F. Supp. 2d 1036, 1042 (N.D. Cal. 2008).
 15 Indeed, the Ninth Circuit has explained that "[i]n the context of class action settlements, 'formal
 16 discovery is not a necessary ticket to the bargaining table' where the parties have sufficient information
 17 to make an informed decision about settlement." *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 459
 18 (9th Cir. 2000).

19 **F. Risk of Maintaining Class Action Status Through Trial**

20 While the Court had certified the *Le* Class (ECF No. 839), there remained a risk that Zuffa
 21 could renew its challenge to class certification post-trial. *See* Joint Decl. ¶250. Whether the *Johnson*
 22 Settlement Class could be certified for litigation purposes was by no means guaranteed, in part due to
 23 changes Zuffa made to its contracts after the close of the *Le* Class Period. *See id.* These changes would
 24 have potentially required Plaintiffs in *Johnson* to use a model for showing classwide damages and
 25 impact that was different than the one developed for the *Le* Action. *See* Singer Decl. ¶14. Taken
 26 together, this factor supports preliminary approval of the Settlement.

27 **G. The Experience and Views of Counsel**

28 Plaintiffs' counsel believe the Settlement is an excellent result for the Settlement Classes. Joint

1 Decl. ¶¶244-45. “‘Great weight’ is accorded to the recommendation of counsel, who are most closely
 2 acquainted with the facts of the underlying litigation.” *DIRECTV*, 221 F.R.D. at 528. “This is because
 3 ‘[p]arties represented by competent counsel are better positioned than courts to produce a settlement
 4 that fairly reflects each party’s expected outcome in the litigation.’” *Id.* When the Court appointed class
 5 counsel for the *Le* Class, it noted that “through the course of this litigation, [counsel] have
 6 demonstrated that they have extensive experience and knowledge with antitrust, class action litigation.”
 7 *Id.* at 79.

8 Where, as here, counsel are experienced litigators who understand the claims and defenses and
 9 class action issues of the litigation, the Court can rely on that experience as a factor favoring
 10 preliminary approval. *See Moorer*, 2021 WL 4993054, at *5 (“Given Plaintiffs’ counsels’ experience
 11 with similar class action litigation, the Court finds that affording deference to their decision to settle the
 12 case, as well as the terms of that settlement, is appropriate.”); *In re Tableware Antitrust Litig.*, 484 F.
 13 Supp. 2d 1078, 1080 (N.D. Cal. 2007) (preliminarily approving settlement where “experienced counsel
 14 on both sides, each with a comprehensive understanding of the strengths and weaknesses of each
 15 party’s respective claims and defenses, negotiated this settlement”). Supplementing Co-Lead Class
 16 Counsel’s own views, Plaintiffs elicited a declaration from a leading antitrust professor, Prof. Posner,
 17 who observed that “plaintiffs’ challenge to the defendant’s labor monopsony in an important sports and
 18 entertainment market has played a pioneering role in this effort, particularly in showing how an
 19 employer with power in a labor market can be challenged under section 2 of the Sherman Act.” Posner
 20 Decl. ¶24. This further bolsters the case for preliminary and ultimately final approval.

21 **III. The Proposed *Johnson* Settlement Class Should Be Certified For Settlement Purposes**

22 The Court should certify the *Johnson* Settlement Class for purposes of settlement. Rule 23(e)(1)
 23 requires the Court to consider whether it “will likely be able to certify the class for purposes of
 24 judgment on the proposal.” Fed. R. Civ. P. 23(e)(1)(B)(ii). The *Johnson* Settlement Class is defined as
 25 follows:

26 All persons who competed in one or more live professional UFC-promoted MMA bouts
 27 taking place or broadcast in the United States from July 1, 2017 to the date of preliminary
 28 approval of the Settlement.

1 Excluded from the *Johnson* Settlement Class are all persons who are not residents or
 2 citizens of the United States unless the UFC paid such persons for competing in a bout
 fought or broadcast in the United States.

3 The *Johnson* Settlement Class is substantively the same as the *Le* Class that the Court
 4 previously certified for litigation purposes (*see* ECF No. 839, at 79). Given that Plaintiffs are seeking
 5 certification for settlement purposes, which has a lower burden, it is reasonable that the Court will
 6 likely find the *Johnson* Settlement Class also meets the requirements of Rule 23(a) and (b), and thus
 7 should provisionally certify it now.

8 **A. The *Johnson* Settlement Class Satisfies Numerosity**

9 Rule 23(a), which “requires that a class be so numerous that joinder of all members is
 10 impracticable,” *Lee v. Enterprise Leasing Co.-West, LLC*, 300 F.R.D. 466, 469 (D. Nev. 2014), is
 11 satisfied when a proposed class includes more than forty members. *Ries v. Arizona Beverages USA*
 12 *LLC*, 287 F.R.D. 523, 536 (N.D. Cal. 2012). Here, the *Johnson* Settlement Class contains
 13 approximately 1,297 members. Joint Decl. ¶235; Singer Decl. Table 1. Numerosity is satisfied.

14 **B. Questions of Law or Fact Are Common to the *Johnson* Settlement Class Members**

15 Commonality requires only a single significant issue of law or fact common to a class. *Wolin v.*
 16 *Jaguar Land Rover N. Am., LLC*, 617 F.3d 1168, 1172 (9th Cir. 2010). Common issues here include:
 17 (1) whether Zuffa violated the antitrust laws; (2) whether Zuffa possessed market power; (3) whether
 18 Zuffa’s Scheme had anti-competitive effects; (4) what injunctive relief, if any, is appropriate; (5) the
 19 aggregate amount of damages caused by Zuffa’s unlawful. Given that this case will not be litigated if
 20 the Settlement is approved, the key commonalities are also: assessing whether the Settlement provides
 21 satisfactory monetary and/or prospective relief in view of the strengths and weaknesses of the claims;
 22 whether the Plan of Allocation is fair, reasonable, and adequate; and whether the Notice program
 23 comports with Rule 23 and due process of law. Commonality is satisfied.

24 **C. The *Johnson* Settlement Class Representatives’ Claims Are Typical**

25 Like the *Le* Class Representatives, the claims of the *Johnson* Settlement Class Representatives
 26 are typical of the claims of the *Johnson* Settlement Class members because the claims generally arise
 27 from the same events and the same legal arguments. *Thomas & Thomas Rodmakers, Inc. v. Newport*
 28 *Adhesives & Composites, Inc.*, 209 F.R.D. 159, 164 (C.D. Cal. 2002); *Kristensen v. Credit Payment*

1 *Servs.*, 12 F. Supp. 3d 1292, 1304-05 (D. Nev. 2014). The nature of the claims must be the same, but
2 the specific facts giving rise to the claims need not be. *Ellis v. Costco Wholesale Corp.*, 657 F.3d 970,
3 984 (9th Cir. 2011). Typicality is generally satisfied in cases involving antitrust violations. *Pecover v.*
4 *Elec. Arts, Inc.*, 2010 WL 8742757, at *11 (N.D. Cal. Dec. 21, 2010). Here, Plaintiffs' claims are
5 typical because "they stem from the same event, practice, or course of conduct that forms the basis of
6 the claims of the class and are based on the same legal or remedial theory." *In re Citric Acid Antitrust*
7 *Litig.*, 1996 WL 655791, at *3 (N.D. Cal. Oct. 2, 1996); *Sobel v. Hertz Corp.*, 291 F.R.D. 525, 541 (D.
8 Nev. 2013) (typicality satisfied where "the class members' claims arise from a standard practice and
9 implicate common legal questions"), *affirmed in part*, 674 F. App'x 663, 666 (9th Cir. 2017) (affirming
10 class certification); *see also Greene v. Jacob Transp. Servs., LLC*, 2017 WL 4158605, at *4 (D. Nev.
11 Sept. 19, 2017).

12 The claims of the *Johnson* Settlement Class Representatives and Class members, like the claims
13 for the certified *Le* Class, stem from a single course of challenged conduct in the alleged market for
14 Elite Professional MMA Fighter Services. Like all *Johnson* Settlement Class members, the proposed
15 representatives allege that due to Defendants' conduct, Zuffa undercompensated its fighters for bouts
16 fought during the *Johnson* Settlement Class Period. The proposed *Johnson* Settlement Class
17 Representatives' claims are typical of the *Johnson* Settlement Class they seek to represent.

18 **D. The *Johnson* Settlement Class Is Adequately Represented**

19 Under Rule 23(a)(4), the plaintiff must establish that "the representative parties will fairly and
20 adequately protect the interests of the class." Plaintiffs have established adequacy for the same reasons
21 explained in Part II.A *supra*. The interests of the named *Johnson* Settlement Class Representatives are
22 fully aligned with those of absent class members in proving that Defendants violated the antitrust laws,
23 artificially undercompensated fighters, and in seeking to maximize recoveries in settlement or
24 judgement on behalf of the class. *See In re High-Tech Emp. Antitrust Litig.*, 985 F. Supp. 2d 1167,
25 1181 (N.D. Cal. 2013) (finding adequacy where "named Plaintiffs and [absent] Class members share an
26 interest in proving that Defendants' conduct violated the antitrust laws and suppressed their
27 compensation"). And the Court has previously found Settlement Class Counsel satisfy the Rule 23
28 adequacy requirement. ECF No. 839, at 78-79; *see also* Part II.G *supra*.

1 The Court should appoint the proposed *Johnson* Settlement Class Representatives as the class
2 representatives for the *Johnson* Settlement Class and appoint Settlement Class Counsel as counsel for
3 the Settlement Classes.

4 **E. The *Johnson* Settlement Class Satisfies the Predominance Requirement of Rule
5 23(b)(3)**

6 The Rule 23(b)(3) predominance requirement is satisfied here. The Supreme Court has
7 explained that “[s]ettlement is relevant to class certification” because when “[c]onfronted with a
8 request for settlement-only class certification, a district court need not inquire whether the case, if tried,
9 would present intractable management problems, ... for the proposal is that there be no trial.” *Amchem*
10 *Prod., Inc. v. Windsor*, 521 U.S. 591, 619, 620 (1997); *see also In re Hyundai & Kia Fuel Econ. Litig.*,
11 926 F.3d 539, 556–57 (9th Cir. 2019) (“The criteria for class certification are applied differently in
12 litigation classes and settlement classes. In deciding whether to certify a litigation class, a district court
13 must be concerned with manageability at trial. However, such manageability is not a concern in
14 certifying a settlement class where, by definition, there will be no trial.”).

15 The Supreme Court also observed that “[p]redominance is a test readily met in certain cases
16 alleging ... violations of the antitrust laws.” *Amchem*, 521 U.S. at 625. Both the Supreme Court and the
17 Ninth Circuit have held that Rule 23(b)(3) is satisfied if common issues predominate in the case *as a*
18 *whole*; each element of Plaintiffs’ claims need not be predominantly common. *See Amgen Inc. v.*
19 *Connecticut Ret. Plans & Tr. Funds*, 568 U.S. 455, 469 (2013); *Torres v. Mercer Canyons Inc.*, 835
20 F.3d 1125, 1134 (9th Cir. 2016); *High-Tech*, 985 F. Supp. 2d at 1186-87 (citing *Amgen*, 568 U.S. at
21 469).

22 The Rule 23(b)(3) predominance requirement is met for the *Johnson* Settlement Class. The
23 claims of the *Johnson* Settlement Class Members all focus on the same operative set of facts and legal
24 theories. All *Johnson* Settlement Class Members allege that they were harmed by Defendants’ same
25 conduct, and they would use entirely common evidence to establish that they were harmed if the
26 *Johnson* Action proceeded to trial.

27 However, as noted above, the Settlement means there would be no trial, and in turn, no
28 evidence. Instead, what matters here is whether the class can be certified for purposes of settlement and

1 judgment. Accordingly, the predominance requirement is met here because a “common nucleus of facts
 2 and potential legal remedies dominates” the claims of the *Johnson* Settlement Class. *Hanlon*, 150 F.3d
 3 at 1022. But even if the Court considered the predominance element as it would for a litigation class,
 4 which it need not do here, the *Johnson* Settlement Class would satisfy this prong of Rule 23(b)(3) for
 5 the same general reasons (albeit with a different impact and damages methodology) the requirement
 6 was found met for the *Le* Class. *See generally* ECF No. 839, at 19-71. In sum, the Court will likely find
 7 that common issues predominate for the *Johnson* Settlement Class members (as it did with the *Le*
 8 Class).

9 **F. The *Johnson* Settlement Class Satisfies the Rule 23(b)(3) Superiority Requirement**

10 The *Johnson* Settlement Class as meets the Rule 23(b)(3) superiority requirement. Certification
 11 of the *Johnson* Settlement Class for settlement will provide a substantial distribution to *Johnson*
 12 Settlement Class members now. The Settlement offers a far more certain recovery than continuing the
 13 litigation through (and past) trial. Even absent the Settlement, class treatment would have been the
 14 “most efficient and effective means of resolving the controversy,” *Wolin v. Jaguar Land Rover N. Am.*
 15 *LLC*, 617 F.3d 1168, 1175 (9th Cir. 2010), for the same reasons that supported certification of the *Le*
 16 Class. *See* ECF No. 839, at 71-72. The *Johnson* Settlement Class members’ individual damages would
 17 have been insufficiently large to warrant individual cases. *In re TFT-LCD (Flat Panel) Antitrust Litig.*,
 18 267 F.R.D. 583, 608 (N.D. Cal. 2010); *see also Wolin*, 617 F.3d at 1175-76. The superiority
 19 requirement of Rule 23(b)(3) is met.

20 **IV. Notice of the Settlement Should be Approved**

21 The plan for notice to the Settlement Classes (the “Notice Plan”) is described in the
 22 accompanying Declaration of Steven Weisbrot, Esq. of Angeion Group LLC re the Settlement Notice
 23 Plan (“Weisbrot Decl.”), dated May 20, 2024, attached as Exhibit 5 to the Joint Decl. which attaches
 24 three proposed forms of notice. *See* Weisbrot Decl. & Exs. A (Long Form Notice), B (Short Form
 25 Notice), C (Poster Notice). It is the same plan the Court approved for the *Le* Class, *see* ECF No. 921,
 26 but the notices have been amended to include information about the Settlement and *Johnson* Settlement
 27 Class.

28 An adequate notice should describe “the terms of the settlement in sufficient detail to alert those

1 with adverse viewpoints to investigate and to come forward and be heard.” *In re Online DVD-Rental*
2 *Antitrust Litig.*, 779 F.3d 934, 946 (9th Cir. 2015); *see also Phillips Petroleum Co. v. Shutts*, 472 U.S.
3 797, 812 (1985). The Notice Plan achieves this objective with notice documents that use plain, easy to
4 understand language about the Actions, the Settlement, and Settlement Class Members’ rights. The
5 Long Form Notice provides information about: the nature and status of the Actions; the amount of the
6 Settlement; the amount Settlement Class Counsel will request in fees, litigation expenses, and service
7 awards for the Class Representatives to be paid from the Settlement; how Settlement Class Members
8 can submit claims later in the process; Settlement Class Members’ rights to object, attend the Fairness
9 Hearing, or opt out (for the *Johnson* Settlement Class only (*see* below discussion)); the important
10 deadlines; and how to obtain additional information, including using a website dedicated to the
11 Settlement or to contact the Claims Administrator. Notice containing the above information satisfies
12 Fed. R. Civ. P. 23(c) and due process of law. *See Online DVD-Rental*, 779 F.3d at 946.

13 Plaintiffs propose that the opt out right be limited to members of the *Johnson* Settlement Class
14 because *Le* Class members were previously provided an opportunity to exclude themselves and the
15 deadline to do so has passed. *See* Joint Decl. ¶153; Declaration of Steven Weisbrot, Esq. of Angeion
16 Group, LLC re Implementation of Notice Plan and Report on Exclusions Received, ECF No. 966-1
17 (Feb. 5, 2024). The proposed notices to the *Le* Class members informed them that they would not have
18 another opportunity to opt out. *See* Short Form Notice at 2-3, ECF No. 916-1 (“If you do not exclude
19 yourself from the Bout Class, you will not be able to sue on your own, or continue to sue on your own,
20 the Defendant with respect to any of the claims asserted or issues decided in this Action.”); Long Form
21 Notice at 4 (“However, if you stay in the Bout Class at this time, you may not have another opportunity
22 to request exclusion (or opt-out) of the Action, and you will be unable to pursue claims against the
23 Defendant that are being litigated in this Action separate from the Bout Class.”). In these
24 circumstances, the law provides that a second opportunity to request exclusion is not warranted in
25 connection with notice of the Settlement. *See Low v. Trump Univ., LLC*, 881 F.3d 1111, 1121-22 (9th
26 Cir. 2018) (holding no second opportunity to opt-out at settlement stage); *Musgrove v. Jackson Nurse*
27 *Pros., LLC*, 2022 WL 2092656, at *7 (C.D. Cal. Jan. 11, 2022) (no second opportunity to opt-out); *In*
28 *re Zillow Grp., Inc. Sec. Litig.*, 2023 WL 2766264, at *4 (W.D. Wash. Apr. 3, 2023) (same); 2

1 McLaughlin on Class Actions § 6:21 (20th ed. 2023) (collecting cases rejecting second opt-out).²²

2 Plaintiffs' proposed Notice Plan satisfies the fairness standards set forth in Fed. R. Civ. P. 23.
3 Each form of notice clearly presents all required categories of information in plain English. *See*
4 *Officers for Justice*, 688 F.2d at 624; Fed. R. Civ. P. 23(c)(2)(B). The Notice Plan employs numerous
5 means and media to provide the best notice practicable. *See Roes I-2 v. SFBSC Mgmt., LLC*, 944 F.3d
6 1035, 1947 (9th Cir. 2019) (recognizing value of publication notice and use of other media as
7 supplement to direct notice). The proposed Notice Plan is the best notice that is practicable under the
8 circumstances. It fully comports with due process and is compliant with Fed. R. Civ. P. 23. Plaintiffs
9 respectfully request the Court approve the Notice Plan.

10 **V. The Court Should Appoint Angeion as Claims Administrator**

11 The Court should appoint Angeion Group LLC ("Angeion") as the claims administrator.
12 Angeion was previously appointed by the Court as the notice administrator for the *Le* Class. ECF No
13 921, ¶1. It is knowledgeable about the Actions, the Settlement Classes, and the information relating to
14 noticing the Settlement Class Members, including having obtained and/or researched current address
15 information for *Le* Class Members. Angeion is an experienced settlement and claims administration
16 firm with sophisticated technological capabilities and is staffed by personnel well-versed in antitrust
17 issues and class action litigation. *See* Declaration of Steven Weisbrot of Angeion Group, LLC re
18 Angeion Qualifications and the Proposed Notice Plan, ¶¶ 3-16 & Exhibit D, ECF No. 916-1 (November
19 15, 2023). Additionally, Plaintiffs' economic expert, Dr. Singer, and his firm, Econ One, will assist
20 Angeion with calculating the *pro rata* distributions to Claimants. *See* Singer Decl. ¶9.

21 **VI. The Court Should Appoint Huntington as Escrow Agent**

22 Plaintiffs request that The Huntington National Bank ("Huntington") be appointed as the
23 Escrow Agent. Huntington is a highly respected bank providing consumers, corporations, and others
24

25 _____
26 ²² Some fighters are members of both Settlement Classes. Since the release in the Settlement
27 Agreement is the same for all Settlement Class Members, *i.e.*, the release for *Le* Class Members is the
28 same as the release for *Johnson* Settlement Class Members, a fighter who is a member of both
Settlement Classes would not benefit from excluding themselves from the *Johnson* Settlement Class
because he or she would also be a member of the *Le* Class and would remain subject to the full release
of claims set forth for both Settlement Classes in the Settlement Agreement. *See* SA ¶11.

1 with a broad range of financial services. Huntington has served as escrow agent in many other antitrust
 2 class actions and should also be appointed as Escrow Agent here. *See, e.g., In re EpiPen (Epinephrine*
 3 *Injection, USP) Marketing, Sales Practice and Antitrust Litig.*, No. 17-md-2785, ECF No. 2594 (D.
 4 Kan. Mar. 11, 2022); (order granting preliminary approval motion and appointing Huntington Bank as
 5 an escrow agent); *In re Opana ER Antitrust Litig.*, No. 14-cv-10150, ECF No. 1069 (N.D. Ill. Aug. 24,
 6 2022) (same).

7 VII. The Final Approval Hearing Should Be Scheduled

8 To ensure efficient management of the Settlement among the Settlement Class, Plaintiffs'
 9 respectfully request that the Court coordinate the *Le* Action and the *Johnson* Action for settlement
 10 purposes only and direct that the below settlement schedule be implemented:

11 DATE	EVENT
12 Within 30 days after preliminary approval	Settlement Administrator to (i) provide direct mail notice to the Settlement Class and (ii) commence the multi-tiered, robust media campaign publication notice plan.
13 Within 60 days after preliminary approval	Settlement Class Counsel shall file a motion for attorneys' fees, unreimbursed litigation costs and expenses, and service awards for the Settlement Class Representatives, pursuant to the terms of the Settlement Agreement.
14 Within 75 days after preliminary approval	Settlement Class Members may submit any objection to the proposed Settlement or to Settlement Class Counsel's request for attorneys' fees, unreimbursed litigation costs and expenses, and service awards to the Class Representatives, and <i>Johnson</i> Settlement Class members may request exclusion from the <i>Johnson</i> Settlement Class.
15 Within 21 days after the exclusion / 16 objection deadline	No later than 21 days after the expiration of the deadline for members of the <i>Johnson</i> Settlement Class to request exclusion from the <i>Johnson</i> Settlement Class or for members of both Settlement Classes to object to the proposed Settlement and/or attorneys' fees, expenses and service awards, or Plan of Allocation, Settlement Class Counsel shall file all briefs and materials in support of final approval of the Settlement.

DATE	EVENT
At least 30 days after the exclusion / objection deadline ²³	Final Settlement Fairness Hearing

CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court issue an order substantially in the form of the proposed Order: (i) granting preliminary approval of the Settlement Agreement; (ii) granting Plaintiffs’ request to coordinate the *Le* Action and the *Johnson* Action for settlement purposes only; (iii) finding that the standards for certifying the proposed *Johnson* Settlement Class (defined below) under Fed. R. Civ. P. 23 for purposes of settlement and judgment are likely satisfied; (iv) appointing Plaintiffs Kajan Johnson, Clarence Dollaway, and Tristan Connelly as the class representatives Plaintiffs for the *Johnson* Settlement Class; (v) appointing Berger Montague PC, Cohen Milstein Sellers & Toll PLLC, and Joseph Saveri Law Firm, LLP as Co-Lead Class Counsel for the Settlement Classes and Kemp Jones, LLP, Warner Angle Hallam Jackson & Formanek PLC, and Clark Hill PLC as additional Settlement Class Counsel for the *Johnson* Settlement Class under Fed. R. Civ. P. 23(g); (vi) authorizing dissemination of notice to the Settlement Classes; (vii) appointing Angeion Group LLC as Settlement Claims Administrator; (viii) appointing The Huntington National Bank as Escrow Agent; and (ix) approving the proposed Settlement schedule, including setting a date for a final Fairness Hearing.

²³ Under the proposed schedule, the earliest date a Fairness Hearing could likely take place is 105 days from preliminary approval. 31

1 Dated: May 21, 2024

Respectfully submitted,

2 /s/ Eric L. Cramer

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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT NEVADA**

CUNG LE, NATHAN QUARRY, JON FITCH,
BRANDON VERA, LUIS JAVIER
VAZQUEZ, and KYLE KINGSBURY, On
Behalf of Themselves and All Others Similarly
Situated,

Plaintiffs,

v.

ZUFFA, LLC, D/B/A ULTIMATE FIGHTING
CHAMPIONSHIP and UFC,

Defendant.

Case No. 2:15-cv-01045-RFB-BNW

KAJAN JOHNSON and CLARENCE
DOLLAWAY, On Behalf of Themselves and All
Others Similarly Situated,

Plaintiffs,

vs.

ZUFFA, LLC, TKO OPERATING COMPANY,
LLC F/K/A ZUFFA PARENT LLC (D/B/A
ULTIMATE FIGHTING CHAMPIONSHIP and
UFC), and ENDEAVOR GROUP HOLDINGS,
INC.,

Defendants.

Case No. 2:21-cv-01189-RFB-BNW

**JOINT DECLARATION OF ERIC L. CRAMER, RICHARD A. KOFFMAN,
AND JOSEPH R. SAVERI IN SUPPORT OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF THE SETTLEMENT**

1 Pursuant to the 28 U.S.C. §1746, we, Eric L. Cramer, Richard A. Koffman, and Joseph
2 R. Saveri declare:

3 1. We are, respectively, partners or shareholders of the law firms of Berger Montague PC
4 (“Berger Montague”), Cohen Milstein Sellers & Toll, PLLC (“Cohen Milstein”), and Joseph Saveri
5 Law Firm, LLP (“JSLF”). Together we have been approved as Co-Lead Class Counsel (ECF No. 839 at
6 79)¹ (collectively referred to herein as “Co-Lead Class Counsel”)² for the class certified in *Le, et al. v.*
7 *Zuffa, LLC d/b/a Ultimate Fighting Championship and UFC*, No. 15-cv-01045 (D. Nev.) (the “*Le*
8 *Action*”). The *Le Action* along with *Johnson, et al. v. Zuffa, LLC, et al.*, No. 21-cv-01189 (D. Nev.)
9 (the “*Johnson Action*”), are collectively referred to as the “Actions.” Each of us has been actively
10 involved in developing, prosecuting, and resolving the Actions, is familiar with their proceedings, and
11 has personal knowledge of the facts and circumstances set forth herein. If called upon and sworn as
12 witnesses, each of us would be competent to testify thereto. We respectfully submit this Joint
13 Declaration in Support of the Motion for Preliminary Approval of the Settlement.

14 2. These Actions began well before the December 16, 2014 filing of the *Le Action*, with
15 extensive pre-filing investigation without the aid of government involvement or compulsory process. In
16 all, from inception through the litigation of *Le*, the filing and litigation of *Johnson*, the Settlement, and
17 if approved, the Settlement and allocation process, Co-Lead Class Counsel, and supporting law firms
18 (Co-Lead Class Counsel and supporting firms collectively referred to as “Class Counsel”), will have
19 devoted well more a decade to these Actions on a fully contingent basis. The law firms involved
20 expended many millions of dollars in out-of-pocket costs and tens of thousands of hours of professional
21 time with no guarantee of a recovery of any kind in a case that involved substantial risk, including the
22 prospect of total or partial loss pre-trial, at trial, or on appeal, and risks associated with delay.

23
24 ¹ All citations to the docket are to the *Le Action* unless expressly indicated otherwise.

25 ² On July 31, 2015, the Court appointed Berger Montague, Cohen Milstein, and JSLF as Interim Co-
26 Lead Class Counsel, and Wolf, Rifkin, Shapiro, Schulman & Rabkin, LLP (“Wolf Rifkin”) as Interim
27 Liaison Counsel for the then-proposed class in the *Le* action. *See* ECF No. 140. In the Order certifying
28 the *Le Class*, the Court appointed Wolf Rifkin as one of the Class Counsel. The lead lawyer at Wolf
Rifkin was Don Springmeyer. Mr. Springmeyer changed law firms as of January 1, 2021, and his new
law firm, Kemp Jones, LLP (“Kemp Jones”), took over the role of representing Plaintiffs and the *Le*
Class. *See* ECF No. 780.

1 Moreover, the *Le* Class Representatives³ and Nathan Quarry (“Quarry”), together with the named
 2 plaintiffs in the *Johnson* Action (Kajan Johnson, Clarence Dollaway, and Tristan Connelly),
 3 collectively devoted thousands of hours in assisting in the prosecution of the Actions.

4 3. Unless otherwise defined herein, all capitalized terms have the same meanings set forth
 5 in the April 24, 2024 Settlement Agreement (“Settlement Agreement”) attached as Exhibit 1. Citations
 6 to the Settlement Agreement will use the format “SA ¶ __.”

7 4. The Settlement Agreement provides for cash payments totaling \$335 million into the
 8 UFC Settlement Fund for the benefit of the Settlement Classes, as well as significant prospective relief
 9 that would unwind some of the key conduct challenged as anticompetitive in the Actions. SA ¶¶ 5, 6.
 10 The Settlement is an excellent result for the Settlement Classes considering (a) the benefits of the
 11 Settlement, namely, substantial cash recovery and significant prospective relief, as well as (b) the
 12 substantial litigation risks Plaintiffs faced in both Actions, including significant risks associated with
 13 delay. An initial estimate of the likely distribution of the Net Settlement Fund indicates that each
 14 eligible claimant from the *Le* Class may receive, as an award from the Settlement, as much as 25% (or
 15 more) of his or her total earnings from the UFC for bouts fought during the entire *Le* Class Period.
 16 Certain claimants from the *Johnson* Settlement Class will receive as much as 10% of their lifetime
 17 earnings from the UFC for bouts fought during the *Johnson* Class Period, in addition to benefitting
 18 from the prospective relief provided. Accordingly, the Settlement is fair, reasonable, and adequate.

19 5. Throughout this litigation, Co-Lead Class Counsel have directed and overseen the work
 20 of their own attorneys and staff, as well as the attorneys and staff of the few other firms that assisted in
 21 this litigation (“Supporting Counsel”).⁴ Co-Lead Class Counsel have been involved in every aspect of
 22 the Actions. Co-Lead Class Counsel have collaborated to develop, initiate, litigate, and resolve the
 23 Actions, including conducting extensive pre-filing investigation without the benefit of government
 24 involvement or the ability to compel pre-complaint document production. We have overseen extensive
 25

26 ³ The *Le* Class Representatives are Cung Le, Jon Fitch, Kyle Kingsbury, Brandon Vera, and Javier
 27 Vazquez.

28 ⁴ “Supporting Counsel” refers to all or some of the following firms: Wolf Rifkin, Kemp Jones, Warner
 Angle, Clark Hill PLC, The Radice Law Firm, and/or Spector Roseman Kodroff & Willis.

1 fact and expert discovery, and prepared motions and briefing on multiple dispositive and non-
2 dispositive motions. On the settlement front, the parties retained renowned mediator, and former U.S.
3 District Judge, Hon. Layn Phillips, to preside over the mediation process, which included, *inter alia*,
4 three full day in-person mediation sessions spread over six years (in 2017, 2019, and 2023), and
5 multiple follow-up engagements via phone, video conference, and otherwise. As trial approached in the
6 *Le Action*, the parties' settlement discussions accelerated, ultimately resulting in the Settlement. Co-
7 Lead Class Counsel presided over the Settlement negotiations, participated in drafting and editing the
8 term sheet and long-form settlement agreement, developed the class notice and notice plan, developed
9 the allocation plan (in conjunction with consultants and experts), and prepared all of the necessary
10 papers for seeking preliminary approval of the Settlement. Co-Lead Class Counsel have dedicated
11 substantial time and resources to lead the prosecution of the Actions, collectively spending tens of
12 thousands of hours on the Actions. Supporting Counsel have also dedicated significant time and effort
13 litigating the Actions, collectively spending many thousands of hours as well.

14 6. For the reasons set for the below and in the accompanying memorandum of law, the
15 Court should grant preliminary approval of the Settlement.

16 PROSECUTION OF THE ACTIONS

17 A. Investigation and Filing of the *Le Action*

18 7. Class Counsel's investigation of the UFC's alleged anticompetitive conduct began prior
19 to any inquiry by the Federal Trade Commission ("FTC"). Berger Montague independently initiated an
20 investigation into alleged anticompetitive conduct in the Mixed Martial Arts ("MMA") industry many
21 months before filing a complaint. Berger Montague's initial investigation included analyses of the
22 UFC's acquisition of Strikeforce, the initial FTC inquiry, the UFC's conduct toward Bellator, and the
23 UFC's conduct toward fighters surrounding MMA video games. Berger Montague's investigation
24 continued after the FTC refused to bring an enforcement action against the UFC relating to the UFC's
25 acquisition of Strikeforce.

26 8. Beginning in 2014, Cohen Milstein separately initiated an investigation in conjunction
27 with Warner Angle Hallam Jackson & Formanek PLC ("Warner Angle"). Thereafter, Berger
28 Montague, Cohen Milstein, and Warner Angle joined forces to coordinate their efforts in the best

1 interests of the classes that would ultimately be proposed in the Actions. In total, Berger Montague,
 2 Cohen Milstein, and Warner Angle reasonably devoted thousands of hours to the pre-complaint
 3 investigation of this litigation. In advance of filing in the Northern District of California, Plaintiffs
 4 brought in the Joseph Saveri Law Firm to assist with the litigation of the case.

5 9. Plaintiffs Cung Le, Nathan Quarry, and Jon Fitch filed the *Le* Complaint on December
 6 16, 2014, in the United States District Court for the Northern District of California. ECF No. 1. In the
 7 next few days, Class Counsel filed two additional complaints in the Northern District of California
 8 against Zuffa, LLC (“Zuffa”) on behalf of Luis Javier Vazquez in the second action and Brandon Vera
 9 in the third action. *See Vazquez v. Zuffa, LLC*, No. 5:14-cv-4491, ECF No. 1 (N.D. Cal. Dec. 22, 2014);
 10 *Vera v. Zuffa, LLC*, No. 14-cv-5621, ECF No. 1 (N.D. Cal. Dec. 24, 2014). On February 4, 2015,
 11 another firm filed a similar action in the Northern District of California with JSLF serving as local
 12 counsel to coordinate that action with Co-Lead Class Counsel’s actions. *See Ruediger v. Zuffa, LLC*,
 13 No. 5:15-cv-521 (N.D. Cal.). Co-Lead Class Counsel moved to relate each of these later-filed actions to
 14 the *Le* Action (*Le* Action, ECF Nos. 9, 13, 49), and then moved to consolidate all four of these actions
 15 together for pre-trial purposes.⁵ ECF No. 52. After the *Le* Action was transferred to this District, this
 16 Court granted consolidation of the various matters into the *Le* Action on June 11, 2015. ECF No. 101.

17 10. Following Plaintiffs’ filing of the *Le* Action, the FTC again opened an inquiry into
 18 Zuffa’s conduct in the MMA industry. But after a brief investigation, the FTC sent Zuffa a letter stating
 19 that “[u]pon further review of this matter, it now appears that no further action is warranted by the
 20 Commission at this time.” *See Federal Trade Commission ends second investigation of UFC, MMA*
 21 *Fighting* (Nov. 24, 2015), available at [https://www.mmafighting.com/2015/11/24/9796478/federal-](https://www.mmafighting.com/2015/11/24/9796478/federal-trade-commission-ends-second-investigation-of-ufc)
 22 [trade-commission-ends-second-investigation-of-ufc](https://www.mmafighting.com/2015/11/24/9796478/federal-trade-commission-ends-second-investigation-of-ufc).

23 **B. Motions to Dismiss, to Transfer Venue and to Stay Discovery**

24 11. On January 30, 2015, Zuffa moved to transfer the *Le* Action from the United States
 25 District Court for the Northern District of California (where Plaintiffs had filed and where several

26 _____
 27 ⁵ On March 20, 2015, Class Counsel filed a fourth complaint on behalf of Kyle Kingsbury as a named
 28 plaintiff. *Kingsbury v. Zuffa, LLC*, No. 5:15-cv-1324, ECF No. 1 (N.D. Cal.) (“Kingsbury Action”). Plaintiffs then moved to relate the *Kingsbury* Action to the *Le* Action. *Le* Action, ECF No. 67 (Mar. 23, 2015). The Court granted Plaintiffs’ motion. ECF No. 68.

1 plaintiffs resided) to the United States District Court for the District of Nevada, where Zuffa was based.
2 *See* ECF No. 31. Plaintiffs opposed the transfer motion, ECF No. 69, including by collecting and
3 presenting materials properly subject to judicial notice evidencing MMA bouts taking place in the
4 Northern District of California and significant interest in MMA in that District. *See* ECF No. 70. On
5 June 2, 2015, the court granted the transfer motion, resulting in transfer to this Court. ECF No. 93.

6 12. While the motion to transfer venue was pending, Zuffa moved to dismiss the complaints,
7 ECF No. 64 (Feb. 27, 2015), relying in part on a Request for Judicial Notice of various records of state
8 agencies that regulate MMA events, a form 10-K from Viacom, Inc. (which then owned the MMA
9 promotion Bellator), and the letter from the FTC closing its inquiry into the Strikeforce acquisition.
10 ECF No. 65 (Feb. 27, 2015). Plaintiffs filed a consolidated opposition brief, ECF No. 71 (Apr. 10,
11 2015), and Plaintiffs' own Request for Judicial Notice of, *inter alia*, Zuffa's statements on its own
12 website and elsewhere on the internet as well as an analyst report from Moody's Investor Service. ECF
13 No. 72 (Apr. 10, 2015).

14 13. After filing its reply briefs in support of its motions to dismiss (ECF No. 82) and
15 transfer (ECF No. 79) in the Northern District of California, Zuffa filed a motion to stay discovery until
16 resolution of the motions to transfer and dismiss. ECF No. 87. Plaintiffs and Zuffa negotiated a
17 stipulation to stay discovery pending resolution of the transfer motion and further stipulated that if the
18 transfer motion were granted, the parties' existing briefing on the motion to dismiss would be sufficient
19 for this Court to adjudicate the issues. ECF No. 91. The Court in the Northern District of California
20 granted the motion to transfer to this District on June 2, 2015. ECF No. 93. Because the motion to
21 transfer was granted, this Court considered Zuffa's motion to dismiss that the parties had briefed in the
22 Northern District of California.

23 14. On September 25, 2015, the undersigned counsel from Berger Montague argued
24 Plaintiffs' opposition to Zuffa's motion to dismiss in this Court. *See* ECF No. 186. The Court denied
25 Zuffa's motion from the bench on September 25, 2015, *id.*, issuing a written Order on October 19,
26 2016. ECF No. 314. The Court ruled that discovery would begin at once, mooted Zuffa's motion to
27 stay. The parties began fact discovery as of September 25, 2015.

28 15. Plaintiffs filed their Consolidated Amended Complaint on December 18, 2015, ECF No.

1 208, which Zuffa answered on January 19, 2016. ECF No. 212.

2 **C. Fact Discovery in the *Le* Action**

3 16. Co-Lead Class Counsel, along with Supporting Counsel, continued to litigate the case
4 aggressively, focusing on voluminous and complex fact discovery. It was through this discovery that
5 Plaintiffs built the foundations for (a) class certification, (b) Plaintiffs’ expert reports, (c) oppositions to
6 Defendants’ summary judgment and *Daubert* motions, (d) the presentations of evidence at any jury trial
7 in this matter, and (e) defense of any judgment on appeal that may have arisen.

8 17. Co-Lead Class Counsel effectively managed the prosecution of this litigation throughout
9 discovery, holding weekly conference calls among Co-Lead Class Counsel, Liaison Counsel at Wolf
10 Rifkin (later Kemp Jones), and Warner Angle to discuss and organize discovery tasks, monitor progress
11 among tasks, and plan litigation strategy.

12 18. In addition, each month, Co-Lead Class Counsel invited Supporting Counsel at the
13 Radice Law Firm and Spector Roseman & Kodroff PC to join the call to share updates on their tasks
14 and to ensure that those firms were up-to-date on strategy and other case matters.

15 19. Following that “all-counsel” call each month, Co-Lead Class Counsel, Liaison Counsel,
16 and Warner Angle invited the *Le* Class Representatives and Quarry to join the calls so that the *Le* Class
17 Representatives and Quarry could share their knowledge about relevant facts and be continually
18 apprised of the progress of the litigation.

19 **i. Document and Data Preservation Efforts**

20 20. Almost immediately upon filing, Plaintiffs took steps to ensure that the UFC and certain
21 third parties preserved relevant electronically stored data and information (“ESI”).

22 21. On December 17, 2014, JSLF sent a preservation letter to the UFC regarding the need to
23 preserve ESI.

24 22. On or about December 18, 2014, Plaintiffs observed that certain social media posts of
25 Dana White that Settlement Class Counsel had reviewed prior to initiating the *Le* Action appeared to
26 become unavailable in the days after filing. JSLF sent a preservation letter to Twitter on December 18,
27 2014 concerning these and other posts of Dana White and the UFC, and Plaintiffs issued subpoenas to
28

1 Twitter (n/k/a X) and Google in January 2015 to ensure that Google and Twitter preserved certain
2 YouTube videos and Twitter posts.

3 23. Further, as discussed in more detail *infra*, Berger Montague doggedly pursued discovery
4 material from Zuffa, ultimately ensuring that a significant volume of critical documents that Zuffa had
5 not otherwise retained, and believed had been destroyed, could be located from a third-party document
6 vendor from a separate matter and produced in the *Le* Action.

7 **ii. Written Discovery with Zuffa**

8 24. Plaintiffs and Zuffa held an in-person Fed. R. Civ. P. 26(f) conference on April 13,
9 2015. During that meet and confer, the parties negotiated terms for a Stipulation concerning ESI (filed
10 at ECF No. 160), and most of the terms of a stipulated Protective Order. However, the parties were
11 unable to agree to certain terms, which resulted in the parties briefing the issues in a joint status report.
12 *See* ECF No. 185. Ultimately, Plaintiffs prevailed, with Magistrate Judge Peggy A. Leen entering an
13 Order in Plaintiffs favor as to the disputed issues. *See* ECF No. 190.

14 25. Plaintiffs served their Initial Disclosures pursuant to Fed. R. Civ. P. 26(a)(1) on May 8,
15 2015. With the assistance of the intensive investigation of supporting counsel at Warner Angle,
16 Plaintiffs identified more than 100 individuals with discoverable information that Plaintiffs believed
17 they may use to prove their claims, including MMA fighters, agents and managers, and rival promoters.

18 26. Plaintiffs also served their First Set of Interrogatories on Zuffa on August 11, 2015,
19 focusing the requests on identifying (1) class member fighters, (2) the identity of Zuffa employees,
20 executives, and agents that may have discoverable information, and (3) the identity of online social
21 media, blogs, networks, and other online accounts that Zuffa maintains so that Plaintiffs could try to
22 ensure preservation of materials stored in those locations.

23 27. Plaintiffs served their First Set of Requests for Production of Documents on April 26,
24 2015, and quickly set to work negotiating the scope of Zuffa's document discovery. Berger Montague
25 led the meet and confers with Zuffa, engaging in regular teleconferences and letter exchanges to
26 negotiate the relevant time period applicable to document discovery, the number and identity of
27 custodians, and the search terms to be applied to the documents Zuffa collected.

28

1 28. Berger Montague worked extensively with Zuffa’s counsel to negotiate appropriate
2 search terms that Zuffa would use to cull the documents it collected for production to Plaintiffs.

3 29. Zuffa’s first offer of search terms was a list of 91 words, apparently drawn only from
4 Plaintiffs’ Complaint, and including terms not used in common parlance such as “monopsony” and
5 “class action.” To counter Zuffa’s proposal, Berger Montague compiled thousands of terms for testing.
6 Berger Montague drew these terms from Zuffa’s early production of materials that Zuffa had produced
7 to the FTC in connection with the FTC’s 2012 inquiry into the Strikeforce acquisition as well as fighter
8 names and nicknames. Zuffa complained that these terms returned too high of a percentage of the total
9 document collection.

10 30. Berger Montague commenced to negotiate the proper terms through an iterative process:

- 11 a. The parties exchanged search term proposals, Zuffa would run the search terms and
12 deliver to Berger Montague for analysis the hit counts of both Zuffa’s proposed
13 search terms and Berger Montague’s proposed search terms, and the parties would
14 then exchange proposals for next steps.
- 15 b. Berger Montague negotiated the production of limited sets of documents that hit on
16 particular search terms that Zuffa claimed were overbroad and then used the
17 information from those documents to try to narrow the terms Berger Montague
18 proposed for the next round.
- 19 c. Berger Montague reviewed these limited document sets to identify how the terms
20 were applying to draw an overbroad selection. Berger Montague then analyzed how
21 revisions to the Plaintiffs’ search term proposals would apply to discriminate
22 between the irrelevant documents Zuffa claimed to want to withhold, while still
23 identifying the relevant and critical discovery the search terms targeted in the first
24 place. Among other things, Berger Montague ran the proposed search terms over the
25 existing production and then some potential revisions to the search terms to identify
26 what proportion of documents would be excluded by a potential revision. Berger
27 Montague then reviewed the results to determine whether documents that Plaintiffs’
28 document reviewers had coded as relevant or “hot” had been excluded by the
29 revision. Berger Montague then developed new revisions as appropriate and re-ran
30 this process until the proposed search terms significantly reduced the number of
31 documents hitting on the terms without losing the important, relevant material.
- 32 d. This process and the related dealings between the parties repeated over the course of
33 several months—from December 2015 to May 2016—and numerous iterations of
34 terms and revisions.

35 31. In addition to these direct negotiations, Plaintiffs and Zuffa attended status conferences
36 with the Court during this period, including on September 30, 2015, November 17, 2015, December 8,
37
38

1 2015, January 26, 2016, February 23, 2016, and May 17, 2016, as the parties litigated the scope of
2 Zuffa's document production. *See* ECF Nos. 190, 200, 207, 214, 225, 264 (relevant status conference
3 minute orders).

4 32. Prior to each of these status conferences, the parties prepared detailed joint status reports
5 to apprise the Court of updates on the parties' negotiations and efforts to locate discovery materials. *See*
6 ECF Nos. 185, 199, 206, 213, 218, 244, 254. These status reports covered hundreds of pages of
7 argument on the status of negotiations and articulated the parties' positions and discovery disputes.
8 Because the parties filed these status reports jointly, the process required significant coordination. To
9 complete the status reports, Berger Montague and Zuffa's counsel first held serial meet and confer
10 teleconferences as the deadlines drew near to try to resolve as many disputed issues as possible.
11 Following these calls, Berger Montague and Zuffa's counsel would exchange detailed meet and confer
12 correspondence confirming the substance of the teleconferences, updating on deliverables promised
13 during the calls, further articulating the parties' positions and responses, and proposing further steps
14 prior to the next call.

15 33. Prior to the February 23, 2016 and May 17, 2016 status conferences, the parties engaged
16 experts on document search processes. Plaintiffs retained Charles Kellner to prepare two reports
17 concerning search terms for Zuffa's document collection. *See* ECF Nos. 221, 244-1. Mr. Kellner is a
18 consultant specializing in assisting attorneys with document search processes and methods. *See* ECF
19 No. 221 ¶¶1-8. Berger Montague worked with Mr. Kellner to develop Plaintiffs' arguments and
20 positions in these reports and related briefing. Plaintiffs submitted Mr. Kellner's report to Judge Leen.
21 Following the parties' briefing and expert reports on these search term issues, the Court adopted
22 Plaintiffs' position on June 3, 2016. *See* ECF No. 272.

23 34. Plaintiffs expended significant efforts to obtain documents relating to the early portion
24 of the alleged anticompetitive scheme, *i.e.*, from 2005 to 2013. During the parties' initial discussions
25 concerning document preservation and further meet and confers following service of Plaintiffs' RFPs,
26 it became clear that Zuffa's standard document destruction protocols caused the destruction of most
27 documents (in particular, emails and correspondence) from the period before mid-2014. Because
28 Plaintiffs' Complaint alleged that Zuffa's anticompetitive scheme had commenced no later than 2006,

1 the absence of document discovery from before mid-2014 could have undercut Plaintiffs' ability to
2 prove significant aspects of their case. As a result, Berger Montague focused early discovery efforts on
3 identifying potential custodians who had significant volumes of documents saved and available from
4 this pre-2014 time-period that were outside the scope of Zuffa's document destruction protocol. Berger
5 Montague also repeatedly pressed Zuffa's counsel to take efforts to locate the documents that Zuffa had
6 collected for review and production to the FTC in connection with the FTC's inquiry into Zuffa's
7 acquisition of MMA promoter Strikeforce.

8 35. Plaintiffs' efforts yielded a significant volume of documents. Zuffa ultimately produced
9 nearly 500,000 documents dated before January 1, 2014, including almost 300,000 dated before
10 December 31, 2010, and approximately 60,000 documents dated before December 31, 2009. These
11 early case materials comprised critical components of Plaintiffs' expert reports, class certification
12 record, and the ultimate proof of their claims on summary judgment.

13 36. Plaintiffs served their Second Set of Requests for Production of Documents on Zuffa on
14 August 8, 2016. These "Second RFPs" sought documents relating to Zuffa's efforts to sell itself in
15 2016, as well as documents relating to, and analyzing, the sale itself. Further, the Second RFPs sought
16 documents concerning discrete issues that Plaintiffs' First RFPs and third-party subpoenas uncovered.

17 37. Ultimately, through Plaintiffs' efforts to obtain document discovery, Zuffa produced
18 more than 775,000 documents comprising more than 3 million pages.

19 38. Following a competitive bidding process, Co-Lead Class Counsel engaged a document
20 hosting vendor (CasePoint) to store and manage these documents (as well as documents collected from
21 Plaintiffs and third parties).⁶

22 39. Plaintiffs reviewed these documents using a variety of techniques. Plaintiffs applied
23 technology assisted review techniques ("TAR") to sort and categorize the materials and facilitate an
24 efficient review. Plaintiffs segregated various documents reflecting contracts between the UFC and
25

26 ⁶ After the August/September 2019 Evidentiary Hearing on Plaintiffs' Motion for Class Certification
27 (discussed *infra*), Co-Lead Class Counsel took the document production and coding offline and stored
28 it on hard drives so as to cease incurring monthly hosting charges. After the Court's Order certifying
the *Le* Class in August 2023, Co-Lead Class Counsel engaged a different hosting vendor, Everlaw, to
re-load the document production and coding for summary judgment and in preparation for trial. 10

1 fighters or others for expert review using these TAR techniques, and further identified critical
2 documents at an early stage to allow Plaintiffs to focus discovery efforts going forward.

3 40. Co-Lead Class Counsel organized a document review drawing from internal resources
4 as well as reviewers at Supporting Firms. Co-Lead Class Counsel developed a coding panel for
5 document reviewers and then trained the reviewers in the case and coding instructions. Co-Lead Class
6 Counsel managed the review process, holding regular teleconferences with the document reviewers to
7 ensure that issues the reviewers observed could be timely communicated and discussed among Co-Lead
8 Class Counsel and the reviewers. Warner Angle also kept a log of the documents that document
9 reviewers coded as “hot,” and regularly circulated that log to Co-Lead Class Counsel. Co-Lead Class
10 Counsel reviewed the log of “hot” documents and raised issues (such as coding documents as “hot” that
11 were not “hot”), and flagging issues for reviewers to keep in mind as they emerged.

12 41. In addition to the foregoing, Plaintiffs issued three additional sets of Interrogatories and
13 five sets of Requests for Admission (totaling 267 Requests for Admission not counting subparts). These
14 materials sought admissions and information on wide-ranging aspects of the case including, without
15 limitation, so-called “contention interrogatories” that sought explication of Zuffa’s stated affirmative
16 defenses and also required that Zuffa admit to the authenticity of video clips in which its executives
17 made statements against their interests that were relevant to Plaintiffs’ claims and Zuffa’s defenses (*see*
18 *discussion infra*).

19 42. Among the analytical projects Co-Lead Class Counsel, and Berger Montague in
20 particular, undertook in connection with written discovery from Zuffa was an analysis of the tens of
21 thousands of text messages Zuffa produced. Berger Montague identified the text productions of
22 custodians in the production and compiled those texts for specific analyses, organizing the produced
23 text messages in various ways to identify text messages on similar subject matter based on dates and
24 individuals involved, and for other purposes. Most notably, Berger Montague compiled all text
25 messages Zuffa produced to or from a phone used by UFC President Dana White (Mr. White used
26 multiple phones at any one time). Through this analysis, Berger Montague determined that a significant
27 proportion of the text messages Mr. White sent or received had been deleted or otherwise destroyed.
28 Specifically, of the more than 8,100 texts sent to or from a phone used by UFC President Dana White

1 in the production, Berger Montague's analysis reflected that more than 1,900 of those texts (nearly
2 25%) were not collected from Dana White's devices.

3 43. In response, Berger Montague initiated a meet and confer process with Zuffa to learn
4 more about Mr. White's cellphone usage. Ultimately, Plaintiffs brought the issue to the Court for
5 resolution. *See* ECF Nos. 395, 397. Although Plaintiffs did not obtain relief for spoliation through that
6 motion, *see* ECF No. 422, litigation of the issue generated compelling evidence for the cross-
7 examination of Dana White regarding spoliation and credibility. By pressing these questions, Plaintiffs
8 (1) caused Dana White to submit a sworn declaration that appeared to be internally inconsistent, (2)
9 examined Mr. White on those alleged inconsistencies at his deposition leading to what Plaintiffs
10 believe was damaging testimony relating to his alleged inability to reconcile those inconsistencies, and
11 (3) created, through that testimony and the absence of the phone records from these cellphones, a basis
12 for arguing spoliation at trial and for potentially substantially undermining Mr. White's credibility
13 before the jury.

14 **iii. Third Party Document Subpoenas**

15 44. In addition to Plaintiffs' efforts to obtain documents directly from Zuffa, Plaintiffs also
16 issued over 50 document subpoenas to third parties. These third parties included: (1) managers and
17 agents for various MMA fighters; (2) MMA promotions and the owners of past MMA promotions
18 (including, without limitation, Strikeforce, Bellator, One Championship, International Fight League,
19 World Series of Fighting, Affliction, World Fighting Alliance, Invicta, Legacy FC, and Titan FC); (3)
20 entities (and their law firms) that sought to acquire Zuffa in 2016, including WME-IMG Endeavor that
21 ultimately did acquire Zuffa in 2016; (4) financial institutions that worked on behalf of Zuffa over the
22 years and those that worked on behalf of the entities that sought to acquire Zuffa in 2016; and (5)
23 Mercer, an entity that undertook a fighter compensation study at Zuffa's behest. We provide the scope
24 of the third parties that Plaintiffs targeted with subpoenas that were actively pursued in the below table:
25
26
27
28

#	ENTITY ⁷	ENTITY TYPE
1	Affliction	MMA Promoter and MMA Fighter Sponsor
2	Ali Abdel-Aziz	MMA Fighter Manager and Matchmaker for MMA Promoter
3	American Top Team	MMA Fighter Manager
4	AXS TV	MMA Broadcaster and Acquirer of MMA Promotion Assets
5	Barclays PLC	Financial Institution relating to Potential Zuffa Acquisition
6	Bellator	MMA Promoter
7	Bob Meyrowitz	Former owner of the UFC
8	Brian Butler-Au	Fighter Manager
9	Brian Hamper	Fighter Manager
10	Cindy Ortiz	MMA Fan Appearing in Zuffa-Produced Emails
11	Citibank, N.A.	Financial Institution
12	Credit Suisse	Financial Institution relating to Potential Zuffa Acquisition
13	David Martin, Martin Advisory Group, LLC	MMA Fighter Manager
14	Deutsche Bank Securities, Inc.	Financial Institution; Financial Institution relating to Potential Zuffa Acquisition
15	Deutsche Bank Trust Co.	Financial Institution
16	Ed Fishman	MMA Fighter Manager
17	Ed Soares	MMA Promoter and MMA Fighter Manager
18	Fighter Tribe Management	MMA Fighter Manager
19	First Round Management	MMA Fighter Manager
20	Freshfields Bruckhaus Deringer LLP	Law Firm subpoenaed relating to Potential Zuffa Acquisition
21	Gareb Shamus	MMA Promoter
22	Gary Ibarra	MMA Fighter Manager
23	George Prajin	MMA Fighter Manager
24	Glenn Robinson	MMA Fighter Manager and MMA Fighter Sponsor
25	Goldman Sachs & Co.	Financial Institution relating to Potential Zuffa Acquisition
26	Greg Jamison	MMA Promoter
27	Invicta	MMA Promoter
28	J.P. Mogan Chase & Co.	Financial Institution relating to Potential Zuffa Acquisition
29	Jeff Clark	MMA Fighter Manager
30	Jeremy Lappen	MMA Promoter; MMA Fighter Manager

⁷ Note that in some circumstances, Plaintiffs served an entity and certain individuals affiliated with that entity, and in other circumstances, Plaintiffs served only the entity or only individuals.

#	ENTITY ⁷	ENTITY TYPE
31	Ken Pavia	MMA Fighter Manager
32	Kirkland & Ellis LLP	Law Firm subpoenaed relating to Potential Zuffa Acquisition
33	KKR Capital Markets LLC	Financial Institution relating to Potential Zuffa Acquisition
34	Kurt Otto	Principal of MMA Promoter
35	Legacy Fighting Championship	MMA Promoter
36	Leo Khorolinsky	MMA Fighter Manager
37	Lex McMahan	MMA Promoter and MMA Fighter Manager
38	Mercer (US), Inc.	Consultant
39	Milbank, Tweed, Hadley & McCloy LLP	Law Firm subpoenaed relating to Potential Zuffa Acquisition
40	MMA Inc.	MMA Fighter Manager
41	Monte Cox	MMA Fighter Manager
42	Moody's Financial Services, Inc.	Financial Rating Institution
43	MSD Capital L.P.	Financial Institution relating to Potential Zuffa Acquisition
44	Paul, Weiss, Rifkind, Wharton & Garrison LLP	Law Firm subpoenaed relating to Potential Zuffa Acquisition
45	Proskauer Rose LLP	Law Firm subpoenaed relating to Potential Zuffa Acquisition
46	Resurrection Fighting Alliance	MMA Promoter
47	Samuel Spira	Attorney
48	Sharks Sports & Entertainment	MMA Promoter
49	Shu Hirata	MMA Fighter Manager
50	Silver Lake Partners	Potential Zuffa Acquirer
51	Simpson Thatcher & Bartlett LLP	Law Firm subpoenaed relating to Potential Zuffa Acquisition
52	Standard & Poor's Financial Services LLC	Financial Rating Institution
53	The Blackstone Group L.P.	Potential Zuffa Acquirer
54	The Raine Group LLC	Consultant relating to Potential Zuffa Acquisition
55	Titan FC	MMA Promoter
56	VFD Marketing	MMA Fighter Manager
57	William Morris Endeavor Entertainment LLC	Potential Zuffa Acquirer
58	World Series of Fighting	MMA Promoter
59	Zinkin Entertainment (DeWayne Zinkin & Bob Cook)	MMA Fighter Manager

45. Through these subpoenas, Plaintiffs ultimately obtained hundreds of thousands of additional pages of material, including documents from the likes of Deutsche Bank and WME-IMG, which in Plaintiffs' view provided evidence of Zuffa's monopsony and monopoly power and its alleged ability to control fighter compensation. Plaintiffs also uncovered key financials from other MMA promoters that assisted in Plaintiffs' experts' analyses of market share and market power. And

1 Plaintiffs received other key correspondence that Plaintiffs believed evidenced Zuffa’s alleged coercive
2 negotiation tactics.

3 46. Class Counsel tracked down the subpoenaed parties and entities and met and conferred
4 with them to obtain productions of documents. In several cases, Plaintiffs had to litigate with the
5 subpoena recipients to obtain productions. First, AXS TV LLC, an organization that, *inter alia*,
6 purchased the assets of defunct MMA promoter International Fight League (“IFL”), sought to quash
7 Plaintiffs’ document subpoena. *See In re: Subpoena to Non-Party AXS TV LLC, Lee [sic] v. Zuffa,*
8 *LLC*, No. 3:16-mc-12 (N.D. Tex.). Following that motion to quash, JSLF prepared to respond while
9 continuing to negotiate with AXS TV, ultimately agreeing to a “Third Party Production Protocol” that
10 resolved the motion. *See id.* at ECF No. 12. AXS produced almost 9,000 documents pursuant to that
11 protocol.

12 47. In addition to fighting the document subpoena, AXS TV LLC also moved to quash
13 Plaintiffs’ deposition subpoena of Mark Cuban. *See In re: Subpoena to Non-Party Mark Cuban, Lee*
14 *[sic] v. Zuffa, LLC*, No. 3:17-mc-27 (N.D. Tex.). JSLF responded to the motion to quash in the action
15 in the United States District Court for the Northern District of Texas. *See id.* at ECF Nos. 8 & 10.
16 Ultimately, the Texas District Court granted the motion to quash without prejudice should the
17 depositions of Andrew Simon (another AXS TV executive) and Dana White not have sufficiently
18 covered the expected subject matter of the Mark Cuban deposition. *Id.* at ECF No. 20.

19 48. Bellator also fought Plaintiffs’ document subpoena. *See In re Subpoena of Bellator*
20 *Sport Worldwide, LLC, Le v. Zuffa, LLC*, No. 2:17-mc-16 (C.D. Cal.). Prior to responding, Class
21 Counsel (JSLF in particular) tried to negotiate Bellator’s production, including via ten teleconferences,
22 four meet and confer letters, and 79 emails. Through these efforts, Plaintiffs were able to resolve many
23 of the disputed issues concerning Plaintiffs’ subpoena, but were unable to reach agreement on
24 documents relating to Bellator’s fighter contract documents and related contract negotiation materials
25 and documents relating to Bellator’s cost and revenue information. JSLF then drafted and filed a
26 response to Bellator’s motion to quash the subpoena. *See id.*, ECF No. 26-1 (Mar. 8, 2017). The
27 subpoena dispute was ultimately transferred to this Court on Zuffa’s motion and adjudicated here. *See*
28 *Le v. Zuffa, LLC*, No. 2:17-cv-849 (D. Nev.). Following argument, at which JSLF presented for

1 Plaintiffs, the Court ordered Bellator to produce a sample of anonymized fighter contracts (20% of
2 Bellator's contracts) as well as Bellator's financials, including profit and loss statements through March
3 2017. No. 2:17-cv-849, ECF No. 55 (D. Nev. June 13, 2017). The Bellator financials Co-Lead Class
4 Counsel ultimately obtained from Bellator proved critical to Plaintiffs' alleged showing that the most
5 significant of the UFC's purported rivals paled in comparison to the UFC, generating just a fraction of
6 the UFC's revenues and paying a substantially higher proportion of those revenues to fighters.

7 49. One Championship, another MMA promoter (located in Singapore), similarly fought
8 Plaintiffs' subpoena and required significant efforts to obtain documents. First, Plaintiffs filed a motion
9 for issuance of Letters Rogatory to Group One Holdings Pte. Ltd. (One Championship's parent in
10 Singapore) in this Court. *See Le v. Zuffa, LLC*, No. 15-cv-1045, ECF No. 433 (D. Nev. June 20, 2017).
11 The Court granted that request, ECF No. 440, and issued the letter, ECF No. 441.⁸ While that effort
12 was pending, Plaintiffs filed an action against one of the promoter's domestic agents and One
13 Championship in the United States District Court for the Western District of Washington. *See Motion*
14 *to Compel, In re Subpoenas of Matt Hume, Le v. Zuffa, LLC*, No. 2:17-cv-1104, ECF No. 1 (W.D.
15 Wash. July 19, 2017). Plaintiffs then successfully moved to transfer the litigation of the action back to
16 this Court. *Id.* at ECF Nos. 24, 25; *see also Le v. Zuffa, LLC*, No. 15-cv-1045, ECF No. 506 (D. Nev.
17 Oct. 13, 2017) (*Le* Plaintiffs' Notice of Related Case alerting the Court that the matter had been
18 transferred). On November 16, 2017, JSLF argued in support of the motion to compel and in opposition
19 to the domestic agent's motion to quash. *See In re Subpoenas of Matt Hume, Le v. Zuffa, LLC*, No.
20 2:17-cv-2657, ECF No. 41 (D. Nev. Dec. 2, 2017). The Court denied Plaintiffs the requested
21 documents and limited the scope of the requested deposition. *Id.* at 41-42.

22 50. Boxing promoter Top Rank, Inc. also fought to quash Plaintiffs' subpoenas for
23 documents and for the deposition of Top Rank President Robert Arum. *See* ECF No. 470 & 497.
24 Supporting counsel at Warner Angle, in consultation with Co-Lead Class Counsel, drafted the motion
25 to compel concerning the document subpoena and the deposition subpoena, and then met and conferred
26 with counsel from Top Rank to resolve the issue without Court intervention.

27
28 ⁸ Ultimately, the Supreme Court of Singapore denied the request. *See In re Subpoenas of Matt Hume, Le v. Zuffa, LLC*, No. 2:17-cv-2657, ECF No. 41, at 5 (D. Nev. Dec. 2, 2017).

1 **iv. Litigating Privilege and Work Product Claims**

2 51. Zuffa sought to withhold numerous documents, and redact many others, based on
3 assertions of attorney-client privilege and the attorney work product doctrine. Plaintiffs disputed
4 Zuffa's decision to withhold or redact many documents on these grounds.

5 52. After Zuffa first produced its privilege log in this case (containing more than 30,000
6 entries) on April 7, 2017, Berger Montague analyzed the log and pursued a meet and confer via letter
7 concerning deficiencies in the log's description of documents. *See* ECF No. 443-3 (describing the
8 deficiencies). In response to Berger Montague's letter, Zuffa removed its privilege assertions over
9 certain entries and amended its privilege log for other entries. *See* ECF No. 443-4. JSLF then analyzed
10 the subsequent iteration of the privilege log (which also contained tens of thousands of entries). JSLF
11 argued the issues with the privilege log to the Court. ECF No. 502. Through this meet and confer
12 process, Zuffa produced more than 10,000 documents that had either been withheld in full or redacted.

13 53. In addition to Plaintiffs' work regarding the privilege log, Plaintiffs litigated several
14 challenges to Zuffa's efforts to claw back and/or shield specific materials from production.

15 54. Early on in discovery, Berger Montague discovered a production error by Zuffa: certain
16 documents had slipsheets in the production reflecting that the documents had been withheld on the
17 basis of privilege, but the OCR-ed text of the documents had nevertheless been produced to Plaintiffs.
18 Plaintiffs quickly alerted Zuffa of the error. However, in the process of Plaintiffs' discovery of the
19 issue, Plaintiffs noted that one of the documents was not properly subject to protection of the attorney-
20 client privilege. Specifically, Plaintiffs identified an email from Zuffa's outside counsel concerning the
21 business purposes behind Zuffa's acquisition of Pride, another MMA promotion. *See generally* ECF
22 No. 229 (motion to challenge the privilege designation of the email). Berger Montague then led a meet
23 and confer in an effort to persuade Zuffa not to withhold the document. When the parties reached an
24 impasse, JSLF prepared a motion to challenge the privilege designation. *Id.* Plaintiffs prevailed on that
25 motion. *See* ECF No. 270. This document ultimately featured prominently in one of Plaintiffs' key
26 expert economic reports, *see* Expert Report of Hal J. Singer, Ph.D., ECF No. 926-3, ¶43, Plaintiffs'
27 motion for class certification, ECF No. 518 at 10, and Plaintiffs' summary judgment oppositions, ECF
28 No. 596 at 10 & ECF No. 926 at 10.

1 55. Plaintiffs challenged other of Zuffa's privilege assertions as well.

2 56. On August 31, 2016, JSLF drafted, with Berger Montague's assistance, a motion to
3 challenge Zuffa's assertion of work product protection over documents relating to a consultant Zuffa
4 engaged to study its fighter compensation. *See* ECF No. 282 & 303. Plaintiffs prevailed on the motion,
5 resulting in the production of the fighter compensation study and various drafts. *See* ECF No. 422.
6 These compensation study documents featured prominently in Plaintiffs' proof and briefing, given that,
7 in them, Zuffa's consultant Mercer compared the percentage of revenues paid to athletes by other
8 sports organizations to the percentage of revenues Zuffa paid to UFC fighters. Plaintiffs' sports
9 economics expert, Prof. Andrew Zimbalist, discussed and cited prominently the Mercer fighter
10 compensation study that Plaintiffs received only because of this work product challenge. *See, e.g.,*
11 Expert Report of Andrew Zimbalist, ECF No. 596-7, ¶108, Expert Rebuttal Report of Andrew
12 Zimbalist, ECF No. 596-8, ¶56 & n.104. And Plaintiffs relied on these materials, *inter alia*, in opposing
13 Zuffa's *Daubert* motions, *see, e.g.,* ECF No. 534 at 53. In particular, Plaintiffs cited to the Mercer
14 study, among other materials, to support their argument that wage share was an appropriate metric and
15 that certain other professional sports organizations were not appropriate comparators.

16 57. On December 15, 2016, JSLF led Plaintiffs' briefing of a challenge to Zuffa's assertion
17 of privilege over a group of documents discussing Zuffa's contract negotiations with MMA fighters.
18 ECF Nos. 320 & 334. JSLF then argued these motions before the Court on February 7, 2017. *See* ECF
19 No. 353. The Court granted Plaintiffs' motion as to the majority of the challenged documents. *Id.*; ECF
20 No. 359.

21 **v. Fact Depositions**

22 58. Co-Lead Class Counsel, as well as firms acting under our direction, collectively
23 examined nearly 30 individual fact witnesses in depositions (in addition to seven days of testimony of
24 Zuffa's Rule 30(b)(6) designees). Plaintiffs took the first fact deposition in November 2016 (a
25 deposition pursuant to Fed. R. Civ. P. 30(b)(6)) and the last fact deposition in August 2017. Almost all
26 of these depositions lasted for a full business day or longer; the deposition of Mr. White lasted two
27 days. An additional challenge in taking these depositions was that certain fact witnesses were also
28

1 designated as 30(b)(6) witnesses, requiring preparation to identify and deploy documents and ask
2 questions in both the witness's individual and corporate capacities.

3 59. In preparation for the many important fact depositions in this case, Co-Lead Class
4 Counsel (a) identified key documents to be used at each deposition, (b) prepared extensive deposition
5 outlines, (c) reviewed publicly available information, including hundreds of hours of videos,
6 interviews, podcasts and other materials featuring the witnesses or related matters, and (d) and
7 coordinated deposition strategy and questioning with Co-Lead Counsel, experts, and the *Le* Class
8 Representatives and Quarry.

9 **a. Depositions of Zuffa's Current and Former Employees**

10 60. The fact depositions of Zuffa's witnesses are set forth in the below table, including the
11 witness's name, deposition date(s), and the participating attorneys (and attorney roles):

#	WITNESS	DATE(S)	PRIMARY PLAINTIFFS' ATTORNEY EXAMINING	SUPPORTING ATTORNEY (IF ANY)	LOCATION
1	Denitza Batchvarova	1/25/2017	Daniel Silverman Cohen Milstein	Kevin Rayhill JSLF	Las Vegas, NV
2	Nakisa Bidarian	5/5/2017	Matthew Weiler JSLF		Las Vegas, NV
3	Peter Dropick (30(b)(6))	12/1/2016	Daniel Silverman Cohen Milstein	Patrick F. Madden Berger Montague	Las Vegas, NV
4	Peter Dropick (30(b)(1))	5/4/2017	Joseph Saveri JSLF	Matthew Weiler JSLF	Las Vegas, NV
5	Ike Lawrence Epstein (30(b)(6))	12/2/2016	Matthew Weiler JSLF	Patrick F. Madden Berger Montague	Las Vegas, NV
6	Ike Lawrence Epstein (30(b)(1))	5/26/2017	Joseph Saveri JSLF	Matthew Weiler JSLF	Las Vegas, NV
7	Ike Lawrence Epstein (30(b)(6))	7/21/2017	Daniel Silverman Cohen Milstein		Las Vegas, NV
8	Ike Lawrence Epstein (30(b)(6))	8/15/2017	Kevin Rayhill JSLF	Jiamie Chen JSLF	Las Vegas, NV
9	Lorenzo Fertitta	3/23/2017	Michael C. Dell'Angelo Berger Montague	Patrick F. Madden Berger Montague	Las Vegas, NV
10	Kirk Hendrick (30(b)(6))	11/29/2016 11/30/2016	Eric L. Cramer Berger Montague	Patrick F. Madden Berger Montague	Las Vegas, NV
11	Kirk Hendrick (30(b)(1))	7/17/2017	Patrick F. Madden Berger Montague		Las Vegas, NV
12	John Hertig	4/27/2017	Matthew Weiler JSLF	Kevin Rayhill JSLF	Las Vegas, NV
13	Tracy Long	1/26/2017	Kevin Rayhill JSLF	Matthew Weiler JSLF	Las Vegas, NV
14	Michael Mersch	7/15/2017	Eric L. Cramer Berger Montague	Patrick F. Madden Berger Montague	Las Vegas, NV

#	WITNESS	DATE(S)	PRIMARY PLAINTIFFS' ATTORNEY EXAMINING	SUPPORTING ATTORNEY (IF ANY)	LOCATION
15	Michael Mossholder (30(b)(6))	11/30/2016 12/1/2016	Daniel Silverman Cohen Milstein	Patrick F. Madden Berger Montague	Las Vegas, NV
16	John Mulkey	4/19/2017	Matthew Weiler JSLF	Kevin Rayhill JSLF	Las Vegas, NV
17	Michael Pine	2/7/2017	Daniel Silverman Cohen Milstein		Nashville, TN
18	Jeff Quinn (30(b)(6))	7/27/2017	Patrick F. Madden Berger Montague	Michael C. Dell'Angelo Berger Montague	Las Vegas, NV
19	Sean Shelby	4/12/2017	Patrick F. Madden Berger Montague	Robert Maysey Warner Angle	Las Vegas, NV
20	Joseph Silva	6/7/2017	Eric L. Cramer Berger Montague	Patrick F. Madden Berger Montague	Richmond, VA
21	Dana White	8/9/2017 8/10/2017	Michael C. Dell'Angelo Berger Montague	Richard Koffman Cohen Milstein	Las Vegas, NV
22	Marshall Zelaznik	2/8/2017	Kevin Rayhill JSLF	Matthew Weiler JSLF	Las Vegas, NV

b. Depositions of Third Parties

61. The fact depositions of third-party witnesses are set forth in the below table, including the witness's name, affiliation, deposition date(s), and the participating attorneys (and attorney roles):

#	WITNESS	AFFILIATION	DATE(S)	PRIMARY PLAINTIFFS' ATTORNEY EXAMINING	SUPPORTING ATTORNEY (IF ANY)	LOCATION
1	Jeffrey Aronson	Titan FC	4/25/2017	Daniel Silverman Cohen Milstein		Palm Beach Gardens, FL
2	Robert Arum	Top Rank, Inc.	10/17/2017	Robert Maysey Warner Angle	Daniel Silverman Cohen Milstein	Los Angeles, CA
3	Thomas Atencio	Affliction	2/9/2017 2/10/2017	Robert Maysey Warner Angle	James Valletta Warner Angle	Costa Mesa, CA
4	Scott Coker	Strikeforce, Bellator	8/3/2017	Michael C. Dell'Angelo Berger Montague	Kevin Rayhill JSLF Robert Maysey Warner Angle	Los Angeles, CA
5	Louis DiBella	DiBella Entertainment	8/29/2017	Daniel Silverman Cohen Milstein	Robert Maysey Warner Angle	New York, NY
6	Drew Goldman (30(b)(6))	Deutsche Bank Securities, Inc.	4/28/2017	Patrick F. Madden Berger Montague		New York, NY
7	Shannon Knapp	Invicta	4/11/2017	Kevin Rayhill JSLF		Kansas City, MO
8	Jeremy Lappen	Elite XC, MMA Fighter Manager	2/28/2017	Kevin Rayhill JSLF		Los Angeles, CA
9	Leon Margules	Warriors Boxing Promotion	7/11/2017	Daniel Silverman Cohen Milstein	Robert Maysey Warner Angle	Fort Lauderdale, FL
10	Colin Neville	The Raine Group	8/8/2017	John Radice Radice Law Firm		New York, NY

#	WITNESS	AFFILIATION	DATE(S)	PRIMARY PLAINTIFFS' ATTORNEY EXAMINING	SUPPORTING ATTORNEY (IF ANY)	LOCATION
11	Kurt Otto	International Fight League	2/6/2017	Eric L. Cramer Berger Montague	Mark Suter Berger Montague Robert Maysey Warner Angle	New York, NY
12	Brent Richard	WME-IMG Endeavor	7/20/2017	Michael C. Dell'Angelo Berger Montague		New York, NY
13	Carlos Silva	World Series of Fighting	4/18/2017	Robert Maysey Warner Angle	Tara Nordquist Warner Angle	Las Vegas, NV
14	Andrew Simon	AXS TV, HDNet	7/19/2017	Kevin Rayhill JSLF		Dallas, TX

vi. Searching for Publicly Available Evidence

62. Co-Lead Class Counsel also undertook a comprehensive search through publicly available materials in search of relevant evidence.

63. For example, Berger Montague undertook to search through thousands of hours of video clips (and transcripts of video clips) of interviews of Zuffa employees and executives, Scott Coker (an executive at Strikeforce and later Bellator), and other MMA promoters.

64. Berger Montague identified and preserved these materials, and then clipped the videos for use at depositions and other proceedings.

65. Berger Montague then endeavored to lay the foundation to authenticate and use these materials at trial by, *inter alia*, issuing Requests for Admission concerning certain videos featuring Zuffa executives and using video clips at the depositions of Dana White, Lorenzo Fertitta, Scott Coker, and Robert Arum.

66. Berger Montague and Cohen Milstein then continually monitored, preserved, and searched for new videos and statements of UFC executives as well as reviewing voluminous filings with the Securities and Exchange Commission, up to the settlement of this matter.

vii. Written Discovery from the *Le* Class Representatives and Quarry

67. The *Le* Class Representatives, Cung Le, Jon Fitch, Brandon Vera, Javier Vasquez, and Kyle Kingsbury, as well as Nathan Quarry, had significant participation in discovery.

1 68. Zuffa served each of the *Le* Class Representatives and Quarry with written discovery,
2 including Requests for Production of Documents (“Zuffa’s RFPs”), Interrogatories (requiring both
3 individual and collective responses), and 71 Requests for Admission (requiring a collective response).

4 69. Each of the *Le* Class Representatives and Quarry worked with Co-Lead Class Counsel
5 and supporting counsel at Warner Angle to identify sources of documents that were responsive to
6 Zuffa’s RFPs. Co-Lead Class Counsel and Warner Angle then worked with a vendor to collect ESI
7 from those sources. In addition, Warner Angle wrote letters (with input from Co-Lead Counsel)
8 requesting that the *Le* Class Representatives’ and Quarry’s managers and agents provide any
9 documents in the *Le* Class Representatives’ and Quarry’s control so that Plaintiffs could produce those
10 materials, sending letters to twenty different managers and agents who represented the *Le* Class
11 Representatives and Quarry over time.

12 70. Through these efforts, Co-Lead Class Counsel collected more than 600,000 documents
13 from the *Le* Class Representatives and Quarry consisting of more than 800,000 pages. Class Counsel
14 then reviewed these materials for relevance and responsiveness to Zuffa’s RFPs.

15 71. As to the Interrogatories, Co-Lead Class Counsel and supporting counsel at Warner
16 Angle worked with the *Le* Class Representatives and Quarry to develop and write their answers to
17 Zuffa’s Interrogatories. The *Le* Class Representatives and Quarry then reviewed these answers to
18 ensure their accuracy, before certifying the answers and allowing Co-Lead Class Counsel to serve the
19 answers on Zuffa.

20 **viii. Depositions of the *Le* Class Representatives and Quarry**

21 72. Co-Lead Class Counsel and supporting counsel from Warner Angle worked with the *Le*
22 Class Representatives and Quarry to prepare them for their depositions, and then defended those
23 depositions.

24 73. Prior to each deposition, Co-Lead Class Counsel responsible for defending the
25 deposition reviewed the *Le* Class Representatives’ (or Quarry’s) document production and prepared
26 outlines to address the likely areas of questioning at the deposition.

27 74. Co-Lead Class Counsel then met with the *Le* Class Representatives (and Quarry) prior to
28 the depositions to go over (1) the basics of testifying at deposition, (2) Plaintiffs’ theories of liability,

(3) class certification and related issues, and (4) the likely Plaintiff-specific areas of questioning, including their substantial document productions and extensive publicly available materials such as videos and social media postings. These preparation sessions lasted several hours with each *Le Class Representative* and Quarry. In addition, some *Le Class Representatives* attended the depositions of other *Le Class Representatives*, and/or watched video clips from Quarry's deposition to prepare for their own depositions.

75. Each *Le Class Representative* and Quarry then sat for a full-day deposition. Co-Lead Class Counsel collectively defended the six depositions of the *Le Class Representatives* and Quarry. Each of these depositions, including witness names, deposition date, and the defending/participating Co-Lead Class Counsel and supporting firm attorneys, is listed in the chart below:

#	WITNESS	DATE(S)	PRIMARY PLAINTIFFS' FIRM/ ATTORNEY DEFENDING	SUPPORTING ATTORNEY(S) (IF ANY)	LOCATION
1	Jon Fitch	2/15/2017	Michael C. Dell'Angelo Berger Montague	Robert Maysey Warner Angle	Las Vegas, NV
2	Kyle Kingsbury	2/17/2017	Michael C. Dell'Angelo Berger Montague	Robert Maysey Warner Angle Richard Koffman Cohen Milstein	Las Vegas, NV
3	Cung Le	4/11/2017	Michael C. Dell'Angelo Berger Montague	Robert Maysey Warner Angle	Las Vegas, NV
4	Nathan Quarry	9/30/2016	Eric Cramer Berger Montague	Don Springmeyer Kemp Jones ⁹	Las Vegas, NV
5	Javier Vasquez	2/14/2017	Michael C. Dell'Angelo Berger Montague	Robert Maysey Warner Angle Richard Koffman Cohen Milstein	Las Vegas, NV
6	Brandon Vera	2/16/2017	Michael C. Dell'Angelo Berger Montague Richard Koffman Cohen Milstein	Robert Maysey Warner Angle	Las Vegas, NV

76. Each of these depositions transpired over the course of approximately a full day in Las Vegas, Nevada. At the time of the depositions, none of the *Le Class Representatives* nor Quarry resided

⁹ At the time of the deposition, Mr. Springmeyer was with Wolf Rifkin.

1 in Nevada, and attending these depositions required travel, in some cases significant travel. For
2 example, Brandon Vera resides in Guam, and his attendance at his deposition and other events required
3 more than 24 hours of travel; Quarry resides in and traveled from Oregon to hearings, preparation
4 sessions, mediations, meetings, and his deposition; and Kyle Kingsbury resides in and traveled from
5 Texas for to hearings, preparation sessions, mediations, meetings, and his deposition.

6 **ix. Other Participation of the *Le* Class Representatives and Quarry**

7 77. In addition to the foregoing, the *Le* Class Representatives and Quarry had consistent
8 involvement throughout the case.

9 78. As noted above, the *Le* Class Representatives and Quarry joined monthly
10 teleconferences to stay current with case developments.

11 79. The *Le* Class Representatives and/or Quarry attended court hearings, including the 2015
12 Motion to Transfer hearing in San Francisco, California, as well as the 2015 Motion to Dismiss
13 hearing, the September 2017 hearing on Zuffa's motion for summary judgment as to Quarry's claims,
14 the December 2018 motion for summary judgment hearing, the seven-day 2019 Evidentiary Hearing on
15 Plaintiffs' Motion for Class Certification, and several other hearings and status conferences.

16 80. The *Le* Class Representatives and Quarry also travelled to attend the three in-person
17 mediation sessions (in 2017 (Newport Beach, CA), 2019 (New York, NY), and 2023 (New York, NY)).

18 81. Further, prior to trial, the *Le* Class Representatives and Quarry attended multiple
19 preparation sessions for their direct and cross examinations at trial. These sessions each took several
20 hours. The sessions involved interviews by Co-Lead Class Counsel and Supporting Counsel to identify
21 any areas of testimony that had not yet been covered by prior interviews and preparation sessions
22 earlier in the case. The sessions involved the review of documents that could be used on cross-
23 examination and documents that would be used during direct examination. And the sessions involved
24 mock direct and cross examinations to prepare the *Le* Class Representatives and Quarry for their trial
25 appearances.

26 **D. Expert Discovery in the *Le* Action**

27 82. Co-Lead Class Counsel oversaw an extensive and protracted expert discovery effort in
28 the *Le* Action.

1 83. Given the importance of economic issues in this case, Co-Lead Class Counsel retained
2 three economic experts: Hal J. Singer, Ph.D., Professor Andrew Zimbalist, and Professor Alan
3 Manning. Co-Lead Class Counsel spent significant time strategizing during discovery and briefing,
4 working with Dr. Singer and his team to assess whether economic analyses and evidence common to
5 members of the *Le* Class (SA ¶ 1(p)) would be capable of addressing, *inter alia*, (i) monopsony power,
6 (ii) substantial foreclosure, (iii) common impact, (iv) anticompetitive effects, (v) alleged
7 procompetitive justifications, and (vi) aggregate damages to the Bout Class and proposed Identity
8 Rights Class. Co-Lead Class Counsel worked with Professor Zimbalist on his report concerning the
9 history of free agency in major professional sports and the effects of free agency on athlete
10 compensation, as well as a yardstick damages analysis. Co-Lead Counsel retained Professor Alan
11 Manning after Zuffa's opposition reports criticized certain aspects of Dr. Singer's analysis, including in
12 particular Dr. Singer's use of wage share as the main metric of analysis. Prof. Manning is a Professor at
13 the London School of Economics and Political Science. He wrote a key book on monopsony power that
14 was favorably cited by Zuffa's own economists. He testified that wage share was indeed appropriate for
15 use in this case involving professional athletes.

16 84. Co-Lead Class Counsel also retained a forensic accounting expert, Guy Davis. Mr.
17 Davis submitted two reports totaling 156 pages.

18 85. Dr. Singer submitted four reports in the *Le* Action consisting of 526 pages inclusive of
19 appendices.¹⁰ Professor Zimbalist submitted two reports consisting of 231 pages, inclusive of
20 appendices. Professor Manning's rebuttal report totaled 17 pages.

21 86. To assist the experts, Co-Lead Class Counsel collectively spent hundreds of hours over
22 the course of several months: (1) ensuring that the experts received and understood the transactional
23 data, reflecting (among many other data points) the compensation to each fighter for each bout,
24 documents produced by Zuffa and by non-parties, and party and non-party depositions; (2) analyzing
25 draft reports; and (3) meeting with the experts.

26
27
28 ¹⁰ Later, Dr. Singer also offered a declaration as part of Plaintiffs' effort to bar Zuffa from introducing material into the *Le* Action trial that post-dated the June 30, 2017 end of the Class Period in *Le*. See ECF No. 914-2.

1 87. Co-Lead Class Counsel invested substantial time and effort related to expert discovery
2 in this case—including the work of senior shareholders/partners—that was critical to proving the
3 allegations that the challenged conduct foreclosed competition, caused anticompetitive effects, and
4 harmed the members of the proposed classes.

5 88. The need for extensive expert discovery is reflective of the complexities of the *Le*
6 Action, which required Co-Lead Class Counsel to grapple with and overcome numerous obstacles,
7 including by proving some or all of the following using evidence common to the Classes:

- 8 a. that Zuffa had monopsony power;
- 9 b. that the challenged conduct foreclosed a substantial share of competition;
- 10 c. that the challenged conduct suppressed compensation for UFC fighters below
11 competitive levels;
- 12 d. that the challenged conduct had significant anticompetitive effects;
- 13 e. that the challenged conduct had no valid procompetitive justifications that could
14 outweigh the anticompetitive effects, and,
- 15 f. aggregate damages suffered by the *Le* Classes as a whole.

16 **i. Expert Work of Hal J. Singer, Ph.D.**

17 89. Co-Lead Class Counsel had initially engaged Hal J. Singer, Ph.D. to perform certain
18 analyses prior to filing the Complaint in the *Le* Action.

19 90. Following the receipt of Zuffa’s production of its Promotional and Ancillary Rights
20 Agreements (“PAR Agreements”) and compensation data, Co-Lead Class Counsel worked with Dr.
21 Singer to develop and commence a comprehensive review and categorization of the PAR Agreements
22 that Zuffa produced, identifying potentially anticompetitive contract terms and their prevalence and
23 effects over time. To facilitate that review, Co-Lead Class Counsel identified and segregated the PAR
24 Agreements in the document production database using a TAR algorithm, and Dr. Singer’s staff
25 performed the review and analyses.

26 91. Throughout discovery, Co-Lead Class Counsel and Dr. Singer and his staff stayed in
27 regular communication to discuss developing factual issues that could be important to Dr. Singer’s
28 analyses and to monitor the progress of the PAR Agreement review.

1 92. Co-Lead Class Counsel worked closely with Dr. Singer as Dr. Singer developed the
2 model he used to assess impact and damages, including by helping to identify discovery materials that
3 Dr. Singer and his team believed would be relevant to Dr. Singer’s work. Co-Lead Class Counsel
4 served Dr. Singer’s opening Expert Report on August 31, 2017. ECF No. 518-3.

5 93. Following service of Dr. Singer’s opening Expert Report, Co-Lead Class Counsel began
6 to prepare Dr. Singer for his deposition. Co-Lead Class Counsel held multiple preparation sessions with
7 Dr. Singer, each lasting several hours.

8 94. On September 27, 2017, Dr. Singer sat for his first deposition in the *Le* Action, with
9 Berger Montague defending, supported by attorneys with JSLF and Cohen Milstein.

10 95. On October 27, 2017, Zuffa served expert reports from three economic experts (Dr.
11 Robert Topel, Dr. Roger Blair, and Dr. Paul Oyer) critiquing the work and opinions of Plaintiffs’
12 economic experts.

13 96. Co-Lead Class Counsel, led by Berger Montague and JSLF, then set to work with Dr.
14 Singer to provide Dr. Singer and his staff the information he needed to prepare his Rebuttal Expert
15 Report. Plaintiffs served Dr. Singer’s Rebuttal Expert Report on January 12, 2018.

16 97. Following service of Dr. Singer’s Rebuttal Expert Report, Co-Lead Class Counsel, led
17 by Berger Montague and JSLF, prepared Dr. Singer for his second deposition in the *Le* Action,
18 including teleconferences and an in-person preparation session lasting several hours.

19 98. On January 23, 2018, Dr. Singer sat for his second deposition in the *Le* Action, with
20 Berger Montague defending and supported by attorneys with JSLF and Cohen Milstein.

21 99. Although, based on the Court-approved schedule in the *Le* Action, expert discovery
22 closed following Dr. Singer’s second deposition, Zuffa continued to try to supplement its arguments
23 concerning Dr. Singer’s testimony.

24 100. A few weeks after expert discovery had closed, Zuffa served Plaintiffs with a “Sur-
25 Rebuttal Expert Report of Prof. Robert H. Topel,” dated February 12, 2018. Co-Lead Class Counsel
26 directed Dr. Singer to prepare a report in response. Berger Montague and JSLF worked with Dr. Singer
27 to complete and serve the Supplemental Expert Report of Hal J. Singer Ph.D., dated April 3, 2018 (*see*
28 ECF No. 534-3).

1 101. Then, when Zuffa filed its Opposition to Plaintiffs’ Motion for Class Certification, Zuffa
2 attached a new “Declaration of Robert Topel,” dated April 6, 2018. *See* ECF No. 540-5. Co-Lead Class
3 Counsel asked Dr. Singer to prepare a response to that declaration as well, which Berger Montague and
4 JSLF again worked with Dr. Singer to compile.

5 102. Following the filing of this second unauthorized report of Dr. Topel, Co-Lead Class
6 Counsel met and conferred with Zuffa in an effort to obtain an agreement to close the expert discovery
7 record. Co-Lead Class Counsel obtained such an agreement and worked with Zuffa to draft and file the
8 Joint Motion to Supplement Expert Reports, ECF No. 545 (which the Court granted, ECF No. 628).
9 Pursuant to that Court-endorsed agreement, Zuffa was permitted to serve one further report of Dr.
10 Topel with its Reply in support of Zuffa’s motion to exclude Dr. Singer’s testimony, and Plaintiffs
11 were permitted to file one further report of Dr. Singer. *Id.*

12 103. As a result, Co-Lead Class Counsel directed Dr. Singer to continue to prepare his
13 response to the Declaration of Robert Topel and incorporate that into his then forthcoming final report
14 in the *Le* Action.

15 104. After Zuffa served Dr. Topel’s “Reply to the Supplemental Expert Report of Hal J.
16 Singer, Ph.D.” (dated May 7, 2018), Berger Montague and JSLF worked with Dr. Singer to prepare and
17 finalize his fourth report. Dr. Singer finalized the “Second Supplemental Reply Report of Hal J. Singer,
18 Ph.D.” on May 28, 2018, and Plaintiffs served that report with the Reply in support of Plaintiffs’
19 Motion for Class Certification. *See* ECF No. 554-3.

20 **ii. Expert Work of Professor Andrew Zimbalist**

21 105. During fact discovery, Co-Lead Class Counsel identified the potential need for an
22 economist who had focused on the study of sports. Co-Lead Class Counsel commenced a search for a
23 sports economist, ultimately retaining Professor Andrew Zimbalist to perform the work.

24 106. Cohen Milstein, supported by Berger Montague and JSLF, took the lead in working with
25 Professor Zimbalist to prepare his opening report. Co-Lead Class Counsel worked with Professor
26 Zimbalist to identify key materials in support of his opinions, including, without limitation, record
27 evidence and publicly available materials concerning other sports leagues and organizations, as well as
28

1 consulting with Professor Zimbalist on Cohen Milstein's depositions of boxing promoters and
2 collection of public materials concerning those promoters.

3 107. Co-Lead Class Counsel worked with Professor Zimbalist to finalize his opening Expert
4 Report on August 30, 2017, and then served that report on August 31, 2017.

5 108. Cohen Milstein then began to prepare Professor Zimbalist for his deposition, supported
6 by Berger Montague and JSLF. Co-Lead Class Counsel held multiple preparation sessions with
7 Professor Zimbalist, each lasting several hours.

8 109. On September 25, 2017, Professor Zimbalist sat for his first deposition in the *Le Action*,
9 with Berger Montague defending and supported by attorneys with JSLF and Cohen Milstein.

10 110. Once Plaintiffs received Zuffa's expert reports, in particular the Expert Report of Dr.
11 Roger Blair (an economist), Cohen Milstein then took the lead in working with Professor Zimbalist to
12 prepare the Expert Rebuttal Report of Andrew Zimbalist and to respond to Dr. Blair's critiques of
13 Professor Zimbalist's work.

14 111. Following service of Dr. Zimbalist's rebuttal report, Cohen Milstein again took the lead
15 in preparing him for his second deposition, with assistance from Co-Lead Class Counsel. Again,
16 preparations took many hours as Co-Lead Class Counsel worked to prepare Professor Zimbalist for
17 Zuffa's lines of questioning and attacks.

18 112. On January 26, 2018, Professor Zimbalist sat for his second deposition in the case.
19 Berger Montague defended the deposition with support from JSLF and Cohen Milstein.

20 **iii. Expert Work of Guy Davis**

21 113. During fact discovery, Co-Lead Class Counsel identified the need for an accounting
22 expert to analyze Zuffa's finances. Plaintiffs discovered that Zuffa had taken out hundreds of millions
23 of dollars in debt that appeared to be used to pay dividends to Zuffa's owners. Co-Lead Class Counsel
24 sought an expert qualified to analyze Zuffa's finances and these distributions as well as the valuation
25 and sale of Zuffa in late 2016.

26 114. Co-Lead Class Counsel conducted a search for an accounting expert, ultimately
27 retaining Guy Davis, CPA, CIRA, CDBV, CFE.
28

1 115. Berger Montague took the lead in working with Guy Davis to develop his report on
2 Zuffa's financials. Berger Montague collected financials and related materials for Guy Davis and
3 consulted with him on other materials he needed for his work.

4 116. Co-Lead Class Counsel, Berger Montague in particular, helped Guy Davis to finalize his
5 report and serve it on August 31, 2017.

6 117. Then, Berger Montague and Cohen Milstein worked with Mr. Davis to prepare him for
7 his first deposition. Berger Montague and Cohen Milstein prepared Mr. Davis for approximately 10-15
8 hours. Cohen Milstein then defended Mr. Davis's deposition, with Berger Montague supporting on
9 September 19, 2017.

10 118. Upon receipt of Zuffa's expert reports, in particular the Expert Report of Elizabeth
11 Kroger Davis (an accounting expert), Berger Montague worked with Guy Davis to respond to Ms.
12 Davis's opinions. Berger Montague provided support to Mr. Davis in preparing the Rebuttal Expert
13 Report of Guy A. Davis, CPA, CIRA, CDBV, CFE, finalizing that report, and serving it on January 12,
14 2018.

15 119. Following service of Guy Davis's second report, Co-Lead Class Counsel began to
16 prepare him for his second deposition.

17 120. Guy Davis sat for his second deposition in the *Le* Action on January 30, 2018. Cohen
18 Milstein defended the deposition.

19 **iv. Expert Work of Prof. Alan Manning**

20 121. When Plaintiffs received Zuffa's expert reports, Co-Lead Class Counsel noted that in
21 claiming that wage share was an inappropriate metric, Zuffa's expert Dr. Paul Oyer relied in part on a
22 labor economist named Prof. Alan Manning at the London School of Economics and Politics. *See*
23 *Expert Report of Paul Oyer*, ¶¶22-24, 26. Dr. Oyer cited as one basis for his opinion that wage share
24 was inappropriate the fact that Professor Manning did not use wage share in his work. *Id.*; *see also id.*
25 ¶5. Dr. Oyer proclaimed that Professor Manning is "a recognized expert and leader ... in analysis of
26 monopsony in labor markets," who is "particularly authoritative." *See* ECF No. 534-9.

27 122. Co-Lead Class Counsel agreed that Prof. Manning was an authoritative source regarding
28 the proper methods for analyzing monopsony power in labor markets and reached out to Professor

1 Manning to have him analyze Dr. Singer's approach and opine on the appropriateness of Dr. Singer's
2 regression modeling choices.

3 123. Berger Montague and JSLF took the lead in working with Professor Manning to
4 facilitate his understanding of Dr. Singer's model and the preparation of Prof. Manning's report
5 endorsing Dr. Singer's model. Plaintiffs served the Expert Rebuttal Report of Professor Alan Manning
6 on January 12, 2018.

7 124. Co-Lead Class Counsel then began to prepare Professor Manning for his deposition,
8 including by holding a preparation session with Professor Manning.

9 125. Professor Manning traveled from his home in the United Kingdom to sit for his
10 deposition on February 8, 2018 in Philadelphia, PA. Berger Montague defended the deposition with
11 support from JSLF. Professor Manning likewise traveled from his home in the United Kingdom to Las
12 Vegas to testify at the Evidentiary Hearing on Plaintiffs' Motion for Class Certification (discussed
13 *infra*).

14 **v. Defending Plaintiffs' Expert Witness Depositions**

15 126. All of the depositions of Plaintiffs' experts, including expert witness names, deposition
16 dates, and the participating attorneys (and their roles), are as follows:

#	EXPERT WITNESS	DATE(S)	PRIMARY PLAINTIFFS' FIRM/ ATTORNEY DEFENDING	SUPPORTING FIRM/ ATTORNEY (IF ANY)	LOCATION
1	Hal J. Singer (First and Second Depositions)	9/27/2017 1/23/2018	Eric L. Cramer Berger Montague	Mark Suter Berger Montague Daniel Silverman Cohen Milstein Joshua P. Davis JSLF ¹¹	Philadelphia, PA
2	Andrew Zimbalist (First Deposition)	10/6/2017	Eric L. Cramer Berger Montague	Daniel Silverman Cohen Milstein Joshua P. Davis JSLF	Northampton, MA

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28 ¹¹ Josh Davis was at JSLF for a significant portion of the case. He joined Berger Montague as a Shareholder on January 1, 2023.

#	EXPERT WITNESS	DATE(S)	PRIMARY PLAINTIFFS' FIRM/ ATTORNEY DEFENDING	SUPPORTING FIRM/ ATTORNEY (IF ANY)	LOCATION
3	Andrew Zimbalist (Second Deposition)	1/26/2018	Eric L. Cramer Berger Montague	Daniel Silverman Cohen Milstein Richard Koffman Cohen Milstein Joshua P. Davis JSLF	New York, NY
4	Guy Davis (First Deposition)	11/29/2017	Richard Koffman Cohen Milstein	Eric L. Cramer Berger Montague Patrick F. Madden Berger Montague	Philadelphia, PA
5	Guy Davis (Second Deposition)	1/30/2018	Richard Koffman Cohen Milstein		Washington, D.C.
6	Alan Manning	2/8/2018	Eric L. Cramer Berger Montague	Mark Suter Berger Montague Richard Koffman Cohen Milstein Joshua P. Davis JSLF	Philadelphia, PA

vi. Co-Lead Class Counsel's Work Concerning Zuffa's Experts

127. Co-Lead Class Counsel also analyzed the reports produced by Zuffa's five experts: Dr. Robert H. Topel, Dr. Paul Oyer, Dr. Roger Blair, Richard Marks, and Elizabeth Kroger Davis, who collectively produced reports totaling 650 pages.¹²

128. Additionally, Co-Lead Class Counsel took the depositions of Zuffa's expert witnesses. Co-Lead Class Counsel's preparation for each of these depositions was painstaking, involving extensive discussion with and feedback from Plaintiffs' experts, review of Zuffa's expert reports and the materials relied upon, and review of significant portions of the record in this case.

129. All of the depositions of Zuffa's experts, including expert witness names, deposition dates, and the participating attorneys (and their roles), examined by Co-Lead Class Counsel, are as follows:

¹² Additionally, Co-Lead Class Counsel analyzed the belated expert report of Gregory Leonard filed by Zuffa in December 2023 prior to Plaintiffs' successful motion to strike that report. *See* ECF No. 933 (Plaintiffs' Motion to Strike); ECF No. 959 (Order on Plaintiffs' Motion to Strike).

#	EXPERT WITNESS	DATE(S)	PRIMARY PLAINTIFFS' FIRM/ ATTORNEY EXAMINING	SUPPORTING FIRM/ ATTORNEY (IF ANY)	LOCATION
1	Robert Topel	12/5/2017 12/6/2017	Eric L. Cramer Berger Montague	Mark Suter Berger Montague	Washington, D.C.
2	Roger Blair	12/8/2017 12/9/2017	Daniel Silverman Cohen Milstein	Patrick F. Madden Berger Montague	Orlando, FL
3	Paul Oyer	11/29/2017	Josh Davis JSLF	Eric L. Cramer Berger Montague	Washington, D.C.
4	Richard Marks	11/30/2017	Michael C. Dell'Angelo Berger Montague		Washington, D.C.
5	Elizabeth Kroger Davis	11/28/2017	Richard Koffman Cohen Milstein		Washington, D.C.

130. In addition to the foregoing experts, Zuffa introduced what Plaintiffs claimed was untimely expert material in the form of its Summary Exhibits, discussed *supra* and in ECF No. 658, as well as the Declaration of Gregory K. Leonard (ECF No. 932-28), which Plaintiffs did not address substantively, but successfully moved to strike, *see* ECF No. 959.

E. Class Certification and *Daubert* Proceedings in the *Le* Action

i. Class Certification Briefing

131. Following the completion of fact and expert discovery in the *Le* Action, Co-Lead Class Counsel prepared a class certification motion and brief along with supporting materials. Berger Montague and JSLF took the lead on drafting the motion and brief. Co-Lead Class Counsel drew on the extensive expert record they had developed and their expertise in the law concerning worker-side antitrust cases to develop their case for class certification. Berger Montague took the lead in finalizing and filing Plaintiffs' Motion for Class Certification and all the supporting papers, as well as a motion to provisionally seal the brief and supporting evidence, on February 16, 2018. ECF Nos. 518, 519.

132. Following Zuffa's opposition to class certification, filed on April 6, 2018 (ECF No. 540), Co-Lead Counsel, again with Berger Montague and JSLF taking the lead, drafted Plaintiffs' Reply in Support of Plaintiffs Motion for Class Certification. Berger Montague finalized and filed that Reply on May 30, 2018. *See* ECF No. 554.

1 **ii. Zuffa’s First *Daubert* Briefing**

2 133. On the same day that Plaintiffs’ filed their Motion for Class Certification (February 16,
3 2018), Zuffa filed three motions to exclude Plaintiffs’ experts Hal J. Singer, Ph.D. (ECF No. 524),
4 Professor Andrew Zimbalist (ECF No. 522), and Guy Davis (ECF No. 517).

5 134. Due to the overlap of Zuffa’s arguments as to Professor Zimbalist and Dr. Singer,
6 Plaintiffs drafted a consolidated opposition to the motions to exclude those experts. Co-Lead Class
7 Counsel jointly worked to develop that opposition, with Berger Montague finalizing and filing that
8 brief and the related motion to seal on April 6, 2018. *See* ECF No. 534.

9 135. Cohen Milstein took the lead in drafting the opposition to the motion to exclude the
10 testimony of Guy Davis, Plaintiffs’ accounting expert. Plaintiffs filed that opposition and the related
11 motion to seal on April 6, 2018. ECF No. 535.

12 **iii. The Evidentiary Hearing on Class Certification**

13 136. After the parties fully briefed Plaintiffs’ Motion for Class Certification, Zuffa’s *Daubert*
14 Motions, and one of Zuffa’s Motions for Summary Judgment (discussed *infra*), the parties prepared for
15 argument on these motions and the Court set a hearing for December 14, 2018. *See* ECF No. 616. At
16 that hearing, the Court announced its intent to hold an evidentiary hearing on Plaintiffs’ Motion for
17 Class Certification (“Evidentiary Hearing”) and requested briefing on (1) the legal standard for class
18 certification, and (2) confidentiality issues relating to the evidence to be presented at the upcoming
19 hearing. The Court also denied Zuffa’s Motion for Summary Judgment (ECF No. 573) at that time,
20 without prejudice, announcing that Zuffa could re-raise summary judgment after the Court held the
21 class certification hearing and resolved class certification. ECF No. 628.

22 137. Berger Montague took the lead on drafting the briefing concerning the use of material
23 designated as confidential under the protective order in the case. ECF Nos. 631, 639. JSLF took the
24 lead on drafting the class certification standards briefing for Plaintiffs, with assistance from other Co-
25 Lead Class Counsel. ECF Nos. 633, 640.

26 138. At the ensuing hearing on the standard for class certification and to discuss the
27 upcoming Evidentiary Hearing, Berger Montague handled arguments concerning the hearing process
28

1 and the Court’s questions concerning the potential use of an independent expert, and JSLF handled
2 argument on issues relating to class certification standards. *See* ECF No. 651.

3 139. Over the next several months, the parties met and conferred on a variety of issues
4 relating to the Evidentiary Hearing, including exchanging exhibits and preparing exhibit lists. Berger
5 Montague led these meet and confers and processes.

6 140. During these pre-Evidentiary Hearing processes, Zuffa produced a set of new purported
7 “Summary Exhibits” and indicated its intention to rely on other purported “Summary Exhibits” it had
8 attached to its opposition to Plaintiffs’ Motion for Class Certification. Plaintiffs objected to these
9 exhibits as untimely expert testimony that lacked appropriate foundation. Plaintiffs briefed those
10 objections, with Berger Montague taking the lead in the briefing and argument. *See* ECF No. 658.

11 141. Zuffa also objected to certain of Plaintiffs’ proposed exhibits. Cohen Milstein took the
12 lead on responding to Zuffa’s objections on Plaintiffs’ behalf. *See* ECF No. 674.

13 142. Furthermore, as part of the confidentiality issues the parties worked to resolve in
14 advance of the Evidentiary Hearing, the parties provided notice to the various third parties where such
15 third parties (1) produced discovery materials that appeared on the parties’ exhibit lists, and (2) the
16 third parties designated such materials as confidential or highly confidential under the protective order.

17 143. Following the objections of some of these third parties, Co-Lead Class Counsel, in
18 particular Berger Montague and JSLF, took the lead in drafting Plaintiffs’ briefing concerning the use
19 of these materials at the Evidentiary Hearing. *See* ECF Nos. 676 & 677.

20 144. In addition to these matters relating to evidence, standards, and confidentiality,
21 throughout 2019 leading up to the August/September 2019 Evidentiary Hearing, Co-Lead Class
22 Counsel prepared to examine the seven witnesses requested by the Court (the parties’ six economic
23 experts and former UFC matchmaker Joseph Silva). Berger Montague took the lead in preparing Dr.
24 Singer for his direct examination, assisted by JSLF and Cohen Milstein. Berger Montague also
25 prepared the cross examination of Dr. Topel. JSLF prepared the direct examination of Dr. Alan
26 Manning, assisted by Berger Montague. JSLF also prepared the cross examination of Dr. Oyer, assisted
27 by Berger Montague. Cohen Milstein prepared the direct examination of Dr. Zimbalist, assisted by
28

1 Berger Montague and JSLF. And Cohen Milstein prepared the cross examination of Dr. Blair, assisted
2 by other Co-Lead Class Counsel. Finally, Berger Montague prepared the examination of Joseph Silva.

3 145. During the in-person Evidentiary Hearing, the Co-Lead Class Counsel who led the
4 preparation of the examinations then put on or crossed the witnesses at the Hearing over the course of
5 the six days of expert testimony in Las Vegas, ECF Nos. 724, 726, 730, 734, 741, 745 (August 26-28,
6 30, 2019, September 12-13, 2019), and the single day of testimony from Joseph Silva in Richmond,
7 Virginia, ECF No. 829 (September 23, 2019).

8 146. Overnight between the second and third days of testimony during the Evidentiary
9 Hearing, Zuffa served new regression analyses on Plaintiffs. *See* ECF No. 728. Berger Montague
10 worked with Dr. Singer to understand these regressions, then prepared to argue to the Court concerning
11 the inappropriateness of consideration of these regressions, all while also preparing the cross
12 examination of Dr. Topel and analyzing the effect of these regressions on Dr. Singer's rebuttal
13 testimony. *See* ECF No. 730 (transcript containing argument on the regressions).

14 147. Additionally, during the Evidentiary Hearing, the Court requested supplemental briefing
15 on Plaintiffs' Motion for Class Certification, including any citations to the Evidentiary Hearing
16 testimony. *See* ECF No. 737. Berger Montague, with assistance from Cohen Milstein, drafted,
17 finalized, and filed that brief. *See* ECF No. 744. Finally, toward the close of the hearing, the Court
18 asked the parties to give closing arguments on the final day of the hearing. JSLF, assisted by Berger
19 Montague, prepared for that argument, and JSLF handled that argument before the Court. Berger
20 Montague also handled procedural matters before the Court as they arose during the Hearing.

21 **iv. Post-Hearing Proceedings on Class Certification**

22 148. Following the Evidentiary Hearing, Zuffa moved for reconsideration of the Court's
23 rulings striking certain testimony of Joseph Silva. ECF No. 748. Berger Montague drafted the
24 opposition to that motion. ECF No. 751. The Court denied Zuffa's motion. ECF No. 764.

25 149. Over the next few years (2019-2023), Co-Lead Class Counsel attended multiple status
26 conferences, ECF Nos. 768, 781, 814. At the second of these status conferences, on December 10,
27 2020, the Court announced its intention to grant Plaintiffs' Motion for Class Certification as to the Bout
28 Class but deny certification of the proposed Identity Rights Class. *See* ECF No. 775.

1 150. Following the December 10, 2020 status conference, the Court Ordered the parties to
2 file a joint list of all exhibits or portions of exhibits or briefs that remain sealed or redacted. ECF No.
3 772. Berger Montague worked with Zuffa’s counsel to compile and prepare that list for submission to
4 the Court. ECF No. 778.

5 151. Also following that December 10, 2020 status conference, on April 6, 2021, a Ninth
6 Circuit panel vacated a district court order certifying three classes in a price fixing case. *Olean*
7 *Wholesale Grocery Co-Op v. Bumble Bee Foods LLC*, No. 19-56514 (9th Cir. Apr.6, 2021). Zuffa
8 submitted that decision to this Court on April 8, 2021. ECF No. 803. Co-Lead Class Counsel, led by
9 Berger Montague and JSLF, drafted a response to contextualize *Olean*’s applicability to this litigation.
10 See ECF No. 804 (Apr. 9, 2021). The Ninth Circuit then vacated the panel Order and took the matter up
11 *en banc*, *Olean Wholesale Grocery Co-Op v. Bumble Bee Foods LLC*, No. 19-56514, ECF No. 128 (9th
12 Cir. Aug. 3, 2021), a development Plaintiffs submitted to this Court on August 3, 2021 (ECF No. 818).
13 Then on April 8, 2022, the Ninth Circuit filed its opinion in *Olean* reversing the panel decision and
14 affirming the district court’s certification of three classes, which Plaintiffs submitted to this Court that
15 same day (ECF No. 821). When the Supreme Court denied *certiorari* in *Olean* on November 14, 2022,
16 Co-Lead Class Counsel submitted that development to this Court the same day. See ECF No. 832.

17 152. On August 9, 2023, the Court issued its Order granting in part Plaintiffs’ Motion for
18 Class Certification, certifying the proposed Bout Class. ECF No. 839.

19 153. JSLF and Berger Montague took the lead in drafting the notice to the certified Class in
20 the *Le* Action as well as the Motion for Approval of Class Notice Plan. See ECF No. 916. Prior to that
21 Motion, Berger Montague sought bids from multiple vendors providing claims administration and
22 notice services, analyzed those bids, and selected Angeion Group as presenting the best bid for notice
23 to the class. The Court granted the motion, approving the notice plan, ECF No. 921, and Co-Lead Class
24 Counsel oversaw the issuance of notice to the Class. Notably, no members of the *Le* Class opted out.

25 **v. Zuffa’s Rule 23(f) Appeal**

26 154. Zuffa filed a petition pursuant to Fed. R. Civ. P. 23(f) (“23(f) Petition”), seeking to
27 appeal the Court’s Order certifying the Bout Class. See *Le v. Zuffa, LLC*, No. 23-80074, ECF No. 2 (9th
28 Cir. Aug. 23, 2023).

1 155. Berger Montague drafted and filed Plaintiffs’ opposition to Zuffa’s 23(f) Petition. No.
2 23-80074, ECF No. 4 (9th Cir. Sept. 5, 2023). Berger Montague also drafted and filed a response
3 opposing Zuffa’s request for a reply brief, and Plaintiffs’ proposed sur-reply in the event Zuffa’s reply
4 brief was allowed. No. 23-80074, ECF Nos. 8 & 10 (9th Cir. Sept. 22, 2023).

5 156. The Ninth Circuit denied Zuffa’s 23(f) Petition on November 1, 2023.

6 **vi. The Improper Solicitation of Absent Class Members**

7 157. Following the second post-Evidentiary Hearing status conference of December 10,
8 2020, wherein the Court announced its intention to certify the Bout Class, Plaintiffs became aware that
9 another firm (Sparacino PLLC or “Sparacino”) had been sending potentially misleading solicitations to
10 UFC fighters attempting to persuade these fighters to sign retainers with Sparacino and opt out of the
11 Bout Class. Co-Lead Class Counsel immediately commenced an effort to meet and confer with
12 Sparacino to get the firm to cease these activities. Co-Lead Class Counsel was initially unable to
13 convince Sparacino to cease its efforts.

14 158. Co-Lead Class Counsel drafted and filed an emergency Motion to Compel Sparacino to
15 cease communicating with absent class members. ECF No. 796. Co-Lead Class Counsel also drafted
16 and filed a reply brief addressing Sparacino’s arguments in opposition. ECF No. 813. After the Court
17 denied the emergency motion as moot based on Sparacino’s representations that the challenged activity
18 was no longer occurring, ECF No. 831, Co-Lead Class Counsel became aware of additional
19 information that Co-Lead Class Counsel believed required further action by the Court. On August 17,
20 2023, Co-Lead Class Counsel raised these issues with the Court via a Pre-Conference Statement. ECF
21 No. 842 at 7. At the ensuing status conference, on August 21, 2023, the Court directed Co-Lead Class
22 Counsel to meet and confer with Sparacino and submit further briefing. Co-Lead Class Counsel
23 complied with that Order, endeavoring to meet and confer, first following that August 21, 2023 hearing
24 and again with subsequent outreach. But Sparacino rebuffed those efforts and filed a motion for
25 sanctions against Co-Lead Class Counsel. ECF No. 849. Cohen Milstein led the responsive briefing for
26 Plaintiffs. ECF Nos. 859, 860. After Sparacino served its reply brief featuring new matter and
27 arguments, Cohen Milstein prepared a surreply. *See* ECF No. 868. Cohen Milstein also prepared an
28 affirmative motion seeking an Order prohibiting Sparacino from continuing what Co-Lead Class

1 Counsel believed were improper solicitations and to remedy past allegedly improper solicitations (*e.g.*,
2 allowing fighters who signed retainer agreements with Sparacino to terminate those agreements without
3 penalty or financial obligation to Sparacino). ECF Nos. 875, 876. Cohen Milstein then argued these
4 motions before the Court on behalf of Plaintiffs and the Class. *See* ECF No. 895. Subsequent to that
5 hearing, Sparacino filed papers with the Court announcing that it had terminated its representation with
6 the remaining UFC fighters who had signed retention letters and would not communicate with any
7 absent class members going forward. ECF No. 925.

8 **F. Zuffa's Motions for Summary Judgment in the *Le* Action**

9 159. Zuffa filed three separate motions for summary judgment.

10 160. First, during discovery, Zuffa filed a motion for partial summary judgment seeking to
11 dismiss as untimely Quarry's claims relating to identity rights. ECF No. 347 (D. Nev. Feb. 1, 2017).
12 JSLF took the lead in drafting Plaintiffs' Opposition, with assistance from Berger Montague. ECF No.
13 365. Berger Montague then argued Plaintiffs' opposition. *See* ECF No. 494. The Court ultimately
14 denied the motion for summary judgment as to Quarry's identity rights claims without prejudice
15 (Quarry did not claim to have timely bout claims). ECF No. 493.

16 161. Following briefing on Plaintiffs' Motion for Class Certification (ECF No. 518) and
17 Zuffa's motions to exclude Plaintiffs' experts (ECF Nos. 517, 522, 524), Zuffa filed another motion for
18 summary judgment. ECF No. 573 (July 30, 2018). For Plaintiffs' Opposition, Berger Montague
19 undertook to draft the opposition to Zuffa's statement of undisputed facts, as well as parts of the
20 opposition brief, and JSLF led the drafting of other components of the brief with contributions from
21 Cohen Milstein. Berger Montague then finalized the brief and filed it. ECF No. 596 (Sept. 21, 2018).
22 Berger Montague then prepared to argue the motion for summary judgment at the December 2018
23 hearing, but the Court ultimately denied the motion without argument and without prejudice. ECF No.
24 628.

25 162. Following the Court's Class Certification Order, ECF No. 839 (Aug. 9, 2023), Zuffa
26 renewed its motion for summary judgment. *See* ECF No. 878 (Oct. 24, 2023). Cohen Milstein and
27 Berger Montague led Plaintiffs' drafting of their opposition to the renewed motion, including a
28 voluminous set of exhibits. ECF No. 926 (Nov. 30, 2023).

1 163. On January 18, 2024, the Court denied Zuffa’s renewed motion for summary judgment.
2 ECF No. 959.

3 **G. The Investigation and Filing of the *Johnson* Action, Litigating the Motion to Dismiss in**
4 ***Johnson*, and Preliminary Fact Discovery in *Johnson***

5 164. While awaiting the Court’s Order certifying the Bout Class in the *Le* Action, Co-Lead
6 Class Counsel, with supporting counsel at Warner Angle, were retained by Plaintiffs Kajan Johnson
7 and Clarence Dollaway to file a new action on behalf of UFC fighters who appeared in bouts for the
8 UFC from July 1, 2017 to the present. This “*Johnson* Action” thus covered the period after the end of
9 the *Le* Action’s Class Period (which ran from December 16, 2010 through June 30, 2017).

10 165. Co-Lead Class Counsel’s investigation into the *Johnson* Action focused on (1)
11 establishing a sufficient basis for alleging that Zuffa’s conduct alleged in the *Le* Action continued
12 beyond June 30, 2017, and (2) analyzing how the conduct was affected by the sale of Zuffa in 2016 to
13 WME-IMG Endeavor (“Endeavor”), including by reviewing corporate documents and other publicly
14 available materials evidencing actions Endeavor took on Zuffa’s behalf that may have contributed to
15 the alleged anticompetitive scheme.

16 166. Co-Lead Class Counsel named both Zuffa and Endeavor Group Holdings, Inc. as
17 defendants when filing the initial complaint in the *Johnson* Action. *Johnson v. Zuffa, LLC*, No. 2:21-cv-
18 1189, ECF No. 1 (D. Nev. June 23, 2021). Co-Lead Class Counsel then sought to have the Court
19 coordinate (but not consolidate) the *Johnson* Action with the *Le* Action for efficiency purposes, which
20 the Court did. *Id.*, ECF No. 9 (July 2, 2021) (Notice of Related Cases); *see also* ECF No. 11 (Transfer
21 Order).

22 167. Zuffa and Endeavor Group Holdings, Inc. moved to dismiss the *Johnson* Action.
23 *Johnson v. Zuffa, LLC*, No. 2:21-cv-1189, ECF No. 17 (D. Nev. Sept. 10, 2021). Berger Montague led
24 the drafting of Plaintiffs’ Opposition to the motion to dismiss. *See id.*, ECF No. 41 (Oct. 22, 2021). The
25 Court denied the motion to dismiss without prejudice on September 30, 2022. *See* ECF No. 68.

26 168. Endeavor renewed its motion to dismiss on December 1, 2023. *See Johnson*, No. 2:21-
27 cv-1189, ECF No. 112.

28 169. In response to Endeavor’s renewed motion to dismiss, Co-Lead Class Counsel sought to

1 amend the complaint. Co-Lead Class Counsel, with assistance from supporting counsel at Warner
2 Angle, performed further investigation into the changes in the corporate structure around the UFC. Co-
3 Lead Class Counsel analyzed publicly available materials concerning the formation of the new,
4 publicly traded corporation TKO Group Holdings, Inc. and its involvement in the conduct Plaintiffs
5 alleged in the *Johnson* Action. Berger Montague then drafted and filed the Amended Complaint in the
6 *Johnson* Action, adding TKO Group Holdings, Inc. as a defendant and adding a new plaintiff, Tristan
7 Connelly. *Johnson*, No. 2:21-cv-1189, ECF No. 118.

8 170. Co-Lead Class Counsel then negotiated a briefing schedule for any further motion to
9 dismiss that Defendants (Zuffa, Endeavor Inc., and/or TKO Group Holdings, Inc.), might choose to
10 file. *Id.*, ECF No. 119.

11 171. Zuffa and TKO Group Holdings, Inc. filed an Answer on February 5, 2024. *See id.*, ECF
12 No. 129. Endeavor filed a motion to dismiss. *Id.*, ECF No. 128.

13 172. The Settlement in the Actions was reached prior to the date on which Plaintiffs’
14 opposition to Endeavor’s third motion to dismiss was due.

15 173. Prior to Settlement in the Actions, discovery in the *Johnson* Action had commenced. On
16 October 14, 2023, Co-Lead Class Counsel prepared and served Requests for Production of Documents
17 to Defendants. Co-Lead Class Counsel also received Defendants’ Requests for Production of
18 Documents served on Plaintiffs and drafted and served objections and responses to those Requests. Co-
19 Lead Class Counsel, in particular Cohen Milstein, worked with supporting counsel at Warner Angle to
20 collect potentially responsive documents from the Plaintiffs in the *Johnson* Action for production to
21 Defendants.

22 **H. Confidentiality Issues**

23 174. Zuffa and most third parties producing documents in the *Le* Action designated all or
24 nearly all of their productions as “Confidential” or “Highly Confidential” pursuant to the protective
25 order in this case. ECF No. 217.

26 175. Throughout the litigation, whenever Plaintiffs filed something containing material
27 designated as “Confidential” or “Highly Confidential,” Plaintiffs were compelled by the protective
28 order to file such materials under seal, creating a separate “public” version of the filed materials

1 redacting the designated material. As a result, most key filings required substantial additional work by
2 counsel (1) to scrub through the filing and ensure that designated material was redacted, (2) to prepare
3 a motion to seal the material, and (3) to perform two filings, one of the public version and one of the
4 redacted version, for each motion, brief, or opposition (and related attachments).

5 176. As the parties reached the class certification and summary judgment stages of the case,
6 the rote process of conducting these dual filings and motions to seal began to break down. The public
7 Evidentiary Hearing on class certification would result in material previously filed only under seal
8 being presented publicly. As discussed *supra*, this led to significant briefing and argument on
9 confidentiality standards applicable to these materials.

10 177. Following the Court's Order certifying the Bout Class in the *Le* Action, the Court
11 directed the parties to identify any materials that should remain under seal that had been filed in the
12 case.

13 178. After the Court's instructions at the August 21, 2023 status conference, Co-Lead Class
14 Counsel commenced to undertake a review of the entirety of the filed record in the *Le* Action and
15 identify any materials that could remain sealed under the Court's direction or any other legitimate
16 basis.

17 179. Berger Montague engaged in multiple meet and confer teleconferences with Zuffa's
18 counsel to discuss whether any materials could properly remain under seal. Ultimately, upon receiving
19 direction from the Court, the parties reached agreement as to the treatment of all materials filed in the
20 case.

21 180. Co-Lead Class Counsel prepared three filings addressing the three categories of such
22 materials. Co-Lead Class Counsel filed two of these three filings. *See* ECF Nos. 946, 948. Co-Lead
23 Class Counsel then sent the third filing Co-Lead Class Counsel had prepared for Zuffa to file. ECF No.
24 949.

1 **I. Pre-Trial Proceedings in the *Le* Action and Related Discovery issues in the *Johnson***
 2 **Action**

3 **i. Scheduling Trial in the *Le* Action.**

4 181. Fewer than two weeks after the Court certified the Bout Class in the *Le* Action, the
 5 Court held a status conference. *See* ECF No. 847. Berger Montague took the lead in drafting a Pre-
 6 Conference Statement setting forth Plaintiffs' proposal for proceeding to trial in the *Le* Action. *See*
 7 ECF No. 842.

8 182. In the Pre-Conference Statement, Plaintiffs proposed that the *Le* Action proceed to trial
 9 on liability and damages but that the Court should defer consideration of injunctive relief in both *Le*
 10 and *Johnson* until after trial in the *Johnson* Action. ECF No. 842 at 1-3, 4-7.¹³

11 183. At the status conference on August 21, 2023, the Court announced a trial on liability and
 12 damages in the *Le* Action to take place in March or April 2024. ECF No. 847. Berger Montague led the
 13 Plaintiffs' presentation at the status conference.

14 184. The Court later informed the parties by email that the trial would be set to start on April
 15 8, 2024. On September 29, 2023, Zuffa requested to postpone trial for months based on a conflict with
 16 Zuffa's counsel's schedule. ECF No. 861. Co-Lead Class Counsel responded on October 3, 2023 that
 17 the trial should proceed as scheduled, or else be delayed by only one week. ECF No. 864. The Court re-
 18 set the trial for liability and damages in the *Le* Action for April 15, 2024. ECF No. 961.

19 **ii. Zuffa's efforts to reopen discovery in the *Le* Action and/or use discovery**
 20 **in the *Johnson* Action at trial in the *Le* Action.**

21 185. Plaintiffs filed a Pre-Conference Statement after the Court's Order certifying the Bout
 22 Class in the *Le* Action, ECF No. 842 (Aug. 17, 2023), to which Zuffa responded. Zuffa's response
 23 announced its intention to seek further discovery prior to trial in the *Le* Action. ECF No. 843. Zuffa
 24 then argued for such discovery at the status conference on August 21, 2023. *See* ECF Nos. 847, 847.

25
 26
 27 ¹³ The Pre-Conference Statement also addressed other issues, including Plaintiffs' request that the
 28 Class Certification record in the *Le* Action be unsealed in its entirety (ECF No. 842 at 8); Plaintiffs'
 allegation that Sparacino had continued its improper communications with *Le* Class Members (*id.* at 7);
 and whether a Fed. R. Civ. P. 23(b)(3) class may pursue injunctive relief (*id.* at 3-4).

1 Berger Montague argued against that position at the status conference. The Court permitted Zuffa to
2 file a motion seeking to reopen discovery in the *Le* Action. *See* ECF No. 847.

3 186. On September 21, 2023, prior to Zuffa’s motion to reopen discovery, Co-Lead Class
4 Counsel, led by Berger Montague, and counsel for Defendants in the *Johnson* Action met and conferred
5 pursuant to Fed. R. Civ. P. 26(f) and submitted a Joint Proposed Discovery Plan and Scheduling Order
6 (“Discovery Plan”). *See Johnson*, No. 2:21-cv-1189, ECF No. 80. In connection with that Discovery
7 Plan and further meet and confers thereafter, the parties endeavored to reach an agreement concerning
8 how discovery in one of the Actions could be used in the other, but were unable to reach agreement.
9 *See Le* Action, ECF No. 870.

10 187. On October 26, 2023, Zuffa filed two motions. First, Zuffa filed a Motion to Reopen
11 Discovery and Amend Scheduling Order. ECF No. 884 (Oct. 26, 2023). Second, Zuffa filed a Motion
12 to Treat Fact Evidence Produced in the *Johnson* Action as if it Was also Produced in *Le* Action. ECF
13 No. 885 (Oct. 26, 2023).

14 188. While Plaintiffs worked on their opposition briefs to these motions, the Court issued an
15 Order setting a hearing on the Motion to Reopen Discovery for November 17, 2023, ECF No. 894, four
16 days before Plaintiffs’ Opposition was due. *See* ECF No. 871.

17 189. Given the overlap in the underlying issues, Berger Montague met and conferred with
18 Zuffa to reach an agreement on a consolidated opposition brief and appropriate deadlines. When the
19 parties were unable to agree on these issues, Zuffa filed a motion to consolidate the briefing and amend
20 the schedule. *See* ECF No. 896 (Nov. 6, 2023). Berger Montague drafted a response, which Plaintiffs
21 filed the same day as Zuffa’s motion. *See* ECF No. 897 (Nov. 6, 2023). The Court largely adopted
22 Plaintiffs’ position on the issues in an Order issued later that day. *See* ECF No. 900 (Nov. 6, 2023).

23 190. Berger Montague drafted a consolidated response to Zuffa’s two motions (ECF Nos. 884
24 & 885) relating to the new discovery Zuffa sought to take and utilize in the upcoming *Le* trial and filed
25 it on November 13, 2023. *See* ECF No. 914. At a hearing on November 17, 2023, Berger Montague
26 argued Plaintiffs’ opposition to Zuffa’s two motions (ECF Nos. 884 & 885) relating to the new
27 discovery Zuffa sought to take and utilize in the upcoming *Le* Action trial. The Court denied
28 Defendants’ motions from the bench. *See* ECF No. 922.

1 191. At the November 17, 2023 hearing on Zuffa’s two motions (ECF Nos. 884 & 885), the
 2 Court addressed Plaintiffs’ position that injunctive relief in the *Le* Action could be resolved in a
 3 proceeding to follow a jury trial in the *Johnson* Action. *See* ECF No. 923, at 31-45. Plaintiffs
 4 acknowledged that to establish the *Le* Class’s entitlement to injunctive relief, additional discovery
 5 regarding current market conditions would be necessary. *See, e.g., id.* at 33, 37. The Court stated that
 6 Plaintiffs “may have to make a choice about how much injunctive relief [Plaintiffs] seek for the *Le*
 7 class,” to the extent Plaintiffs sought to hold the injunctive relief proceedings on behalf of the *Le* Class
 8 after discovery in *Johnson*. *Id.* at 41. The Court described waiting to hold injunctive relief proceedings
 9 until a year or more after trial on liability and damages in the *Le* Action as “problematic” and stated
 10 that the Court was “not sure that [it] would permit an injunctive relief claim to move forward for the *Le*
 11 class.” *Id.* at 42-43. In response to the Court’s concerns on this issue, and to keep the April 2024 trial
 12 date in place, Co-Lead Class Counsel elected to defer all injunctive relief proceedings to the *Johnson*
 13 Action, and not seek injunctive relief in the *Le* Action. *See* ECF No. 947.

14 **iii. Pretrial Tasks and Work**

15 **a. Witness Lists and Deposition Designations**

16 192. Toward the end of 2023, as the *Le* Action sped toward trial, Co-Lead Class Counsel,
 17 with assistance from supporting counsel at Warner Angle, Kemp Jones, and Clark Hill PLC (“Clark
 18 Hill”),¹⁴ engaged intensely in various pretrial tasks.

19 193. Each Co-Lead Class Counsel firm undertook responsibility for review of the deposition
 20 transcripts in the case to identify the witnesses most relevant to the potential trial presentation. Co-Lead
 21 Class Counsel noted initial deposition designations for each transcript while determining which
 22 witnesses would appear on Plaintiffs’ trial witness list and awaiting Zuffa’s own trial witness list.
 23

24
 25 ¹⁴ As it became clear that the *Le* Action would go to trial, Co-Lead Class Counsel decided to engage an
 26 experienced Las Vegas trial attorney, Crane Pomerantz of Clark Hill. Prior to entering private practice
 27 as a litigator, Mr. Pomerantz was a federal prosecutor for fourteen years in the United States Attorney’s
 28 Office for the District of Nevada where he successfully prosecuted several complex and high-profile
 cases as lead trial counsel and earned a number of awards from the Department of Justice and the
 prosecuting agencies with which he worked. Mr. Pomerantz was deeply involved in trial preparation in
 the *Le* Action and figured to play a prominent role in the trial.

1 194. During this deposition review and initial designation process, Berger Montague also
2 undertook to ensure Plaintiffs' Rule 26(a) disclosures were complete and current, submitting a new
3 version to Zuffa that was updated to reflect (1) the additional witnesses who had been deposed in the
4 case, and (2) the damages models that Plaintiffs intended to present at trial.

5 195. Once Co-Lead Class Counsel completed their initial deposition review and designations,
6 Co-Lead Counsel and supporting counsel at Warner Angle, Kemp Jones, and Clark Hill analyzed the
7 deposition summaries and compiled Plaintiffs' initial trial witness list.

8 196. Co-Lead Class Counsel served that initial witness list as well as Plaintiffs' deposition
9 designations on Zuffa on February 2, 2024. Plaintiffs' deposition designations covered 10 Zuffa
10 witnesses and 11 third-party witnesses, including designations across 25 separate deposition transcripts.

11 197. When Plaintiffs received Zuffa's deposition designations, Co-Lead Class Counsel
12 commenced to review each designation and (1) record objections to the designation where appropriate,
13 and (2) consider whether any counter-designations were appropriate. Zuffa's affirmative designations
14 covered 10 third-party witnesses and one former Zuffa employee, and Plaintiffs interposed objections
15 to these designations and noted counter-designations where appropriate. Plaintiffs then exchanged these
16 counter-designations and objections with Zuffa on February 23, 2024.

17 198. Following the exchange of counter-designations and objections, Co-Lead Class Counsel
18 commenced to respond to Zuffa's objections to Plaintiffs' initial deposition designations. Zuffa asserted
19 multiple bases for objecting to nearly all of Plaintiffs' deposition designations. Between receiving
20 Zuffa's objections and counter-designations on February 23, 2024, and the deadline for responding to
21 those objections and objecting to the counter designations (February 28, 2024), Co-Lead Class
22 Counsel, for each of the 11 third-party witnesses, (1) drafted responses to each objection to Plaintiffs'
23 initial designations, (2) drafted objections where appropriate to Zuffa's counter-designations, and (3)
24 proposed counters to Zuffa's counter-designations where applicable.

25 **b. Further Review of Publicly Available Videos for Use at Trial**

26 199. In addition to the efforts described above, Co-Lead Class Counsel undertook a further
27 investigation into hundreds of hours of third-party video and audio footage involving Zuffa, its
28 executives, its competitors, and Plaintiff fighters, as well as certain third parties expected to appear at

1 trial as witnesses. Co-Lead Class Counsel sought to update its prior review of publicly available video
2 footage and ensure that video clips had not previously been missed during discovery that would be
3 useful during direct and/or cross examination of witnesses at trial.

4 200. Co-Lead Class Counsel collected a universe of videos including pre- and post-fight
5 press conferences for more than 230 events during the *Le* Class Period (December 16, 2010 to June 30,
6 2017), television, YouTube, and podcast interviews featuring potential trial witnesses, and potential
7 trial witnesses' podcast episodes. In all, the total amount of potentially relevant, publicly available
8 audio and video content involving Zuffa's executives alone likely exceeded one thousand hours, and
9 other potential trial witness video and audio files represented hundreds more hours. For certain videos,
10 transcripts were available for searches, but for many of the videos, no such transcripts were available
11 and a real-time review was required (and Co-Lead Class Counsel performed such reviews).

12 201. Co-Lead Class Counsel's collection and review was not limited to video and audio files
13 featuring Zuffa and third-party witnesses. Co-Lead Class Counsel also reviewed many hours of
14 podcasts and video content produced by the *Le* Class Representatives and Quarry to facilitate
15 preparation for the *Le* Class Representatives' and Quarry's cross examinations.

16 202. Once collected with the relevant excerpts identified, Co-Lead Class Counsel
17 commenced to generate nearly 100 relevant clips for use at trial, either during direct or cross
18 examinations, and prepared additional clips for use in preparing trial witnesses.

19 **c. Exhibit Lists**

20 203. Simultaneously with the work on deposition designations, Co-Lead Class Counsel
21 prepared Plaintiffs' trial exhibit list. Berger Montague oversaw the collection of materials for the list
22 with contributions from other Co-Lead Class Counsel and Warner Angle. These materials included the
23 documents identified in Plaintiffs' prior briefing on class certification, *Daubert*, and Zuffa's motions
24 for summary judgment; materials relied upon in Plaintiffs' expert reports; depositions; and materials
25 attorneys representing Plaintiffs had identified in their preparations for trial. Co-Lead Class Counsel,
26 led by Berger Montague, went through the approximately 1,700 proposed exhibits, culling nearly 500
27 of those proposed exhibits prior to serving the list on Zuffa on February 8, 2024.

28 204. Upon receipt of Zuffa's exhibit list on February 8, 2024, Co-Lead Class Counsel divided

1 up review of the exhibits on the list. Zuffa’s exhibit list included more than 960 entries, including
2 lengthy videos and documents. Co-Lead Class Counsel considered and drafted objections as applicable
3 for each of these exhibits, serving those objections on February 22, 2024. Co-Lead Class Counsel also
4 reviewed Zuffa’s exhibit list to ascertain whether and how any exhibit or groups of exhibits raised
5 issues appropriate for motions *in limine* (discussed in more detail below).

6 205. When the parties exchanged their objections to each other’s exhibit lists, Co-Lead Class
7 Counsel commenced work on responding to Zuffa’s (often multiple) objections to each of the more
8 than 1,200 entries on Plaintiffs’ exhibit list. Plaintiffs served these responses to Zuffa’s objections on
9 February 27, 2024.

10 206. In addition to the foregoing, Co-Lead Class Counsel also worked with Zuffa’s counsel
11 to identify those materials appearing on both sides’ exhibit lists to identify which exhibits would be
12 “joint exhibits.”

13 **d. Motions *in Limine***

14 207. During January and February, Co-Lead Class Counsel considered and researched the
15 appropriateness of various motions *in limine*. Co-Lead Class Counsel reviewed the discovery record in
16 this case, briefing submitted by the parties on various issues, and other indicators of matters that could
17 come up at trial that would be properly addressed by a pretrial motion.

18 208. For example, following Zuffa’s service of its preliminary trial witness list, Co-Lead
19 Class Counsel identified the presence of 13 witnesses who had not been disclosed by Zuffa during the
20 discovery period as required by Fed. R. Civ. P. 26(a)(1). Berger Montague researched the issue and
21 determined that Plaintiffs were on firm ground to object to these witnesses. Berger Montague
22 commenced a meet and confer concerning these witnesses via email on February 5, 2024. Plaintiffs
23 sought to expedite the briefing on whether these witnesses would be permitted to testify at trial. Zuffa
24 objected to briefing the issue early and stood firm on its position that the witnesses were properly
25 disclosed. Plaintiffs ultimately included this issue as one of Plaintiffs’ motions *in limine*.

26 209. On February 12, 2024, the parties exchanged their preliminary lists of motions *in limine*.
27 Plaintiffs’ list included motions on 20 issues, and Zuffa’s list included motions on 11 issues. Co-Lead
28 Class Counsel then undertook to analyze Zuffa’s identified motions *in limine*.

1 210. The parties met and conferred on each other's motions *in limine* on February 16, 2024.

2 211. Following the meet and confer, the parties exchanged letters and proposals to resolve
3 certain of the motions *in limine* asserted by the other side. Co-Lead Class Counsel also continued to
4 research the viability of Zuffa's proposed motions.

5 212. Co-Lead Class Counsel then commenced to draft their motions *in limine* for filing. On
6 February 29, 2024, Plaintiffs filed twenty motions *in limine*. *See* ECF Nos. 993, 995, 996 & 1001
7 (drafted by Berger Montague), 997 (Omnibus filing containing four motions drafted by Berger
8 Montague and Cohen Milstein), 999 & 1000 (Omnibus filings each containing five motions, including
9 motions drafted by each Co-Lead Class Counsel firm), 1002 (drafted by Cohen Milstein), 1003 (drafted
10 by JSLF).

11 213. Also on February 29, 2024, Zuffa filed its eleven motions *in limine*. Co-Lead Class
12 Counsel then divided up responsibility for responding to and arguing these motions.

13 214. Co-Lead Class Counsel, along with supporting counsel at Kemp Jones and Clark Hill,
14 attended a hearing on March 4, 2024, at which the Court heard argument on motions *in limine*. At that
15 hearing, Berger Montague and JSLF argued each of the eleven motions *in limine* brought by Zuffa and
16 the twenty motions *in limine* brought by Plaintiffs.

17 215. Plaintiffs won critical motions *in limine* at that March 4 hearing, including the motion
18 seeking to strike the 13 late-disclosed witnesses on Zuffa's witness list (ECF No. 993) and evidence
19 from after the June 30, 2017 close of the class period (ECF No. 996). *See* ECF No. 1010.

20 **e. Jury Questionnaire**

21 216. Kemp Jones and Clark Hill took the lead in devising a proposed jury questionnaire.

22 217. Co-Lead Class Counsel, with JSLF taking the lead, reviewed the draft jury questionnaire
23 provided by Kemp Jones and Clark Hill, and exchanged it with Zuffa.

24 218. JSLF then worked with Plaintiffs' jury consultant to consolidate the drafts and propose
25 revisions to Zuffa. JSLF then led the meet and confer to finalize the document for submission to the
26 Court.

27 219. Through these efforts, the parties were ultimately able to submit an agreed-upon jury
28 questionnaire to the Court for consideration and use.

1 **f. Trial Brief and Fact Stipulations**

2 220. Berger Montague, with assistance from Clark Hill, led the drafting of Plaintiffs' Trial
3 Brief, filed on February 22, 2024. ECF No. 978.

4 221. Incident to that drafting, Berger Montague reviewed various materials, including
5 briefing on Zuffa's renewed motion for summary judgment (*see* ECF Nos. 878, 926, 951), summaries
6 of key testimony from the witnesses on Plaintiffs' witness list as prepared by Co-Lead Class Counsel
7 and Warner Angle for Berger Montague's review and consideration in drafting the trial brief, and other
8 key exhibits and planned expert testimony.

9 222. Co-Lead Class Counsel also developed and drafted proposed stipulations of fact for the
10 trial in the *Le* Action. Co-Lead Class Counsel reviewed Zuffa's Answer to the Complaint in the *Le*
11 Action, ECF No. 212, Zuffa's responses to Plaintiffs' Requests for Admission, Zuffa's Rule 30(b)(6)
12 testimony, and Zuffa's motions for summary judgment to identify potential areas for stipulations. The
13 parties then exchanged proposed fact stipulations on February 26, 2024. Co-Lead Class Counsel then
14 commenced to review Zuffa's proposed fact stipulations to identify potential areas of agreement. Co-
15 Lead Class Counsel were preparing to respond to Zuffa's proposed fact stipulations the same day that
16 this Settlement was reached.

17 **g. Preparation of Trial Presentations**

18 223. Co-Lead Class Counsel further led all aspects of the preparation of Plaintiffs' evidence
19 at trial.

20 224. Berger Montague drafted an opening argument, which went through multiple revisions
21 prior to a mock presentation to Co-Lead Class Counsel, Warner Angle, Kemp Jones, and Clark Hill.
22 Following that mock presentation, the other firms submitted comments and suggestions for Berger
23 Montague's consideration. On February 17, 2024, Berger Montague delivered a version of the opening
24 argument (along with other evidence and argument) to a mock jury for further feedback. After review
25 of the mock jury's deliberations, Berger Montague again revised the opening and presented it to a
26 second mock jury on February 18, 2024. In the weeks that followed, Berger Montague continued to
27 work on the opening argument and began to build out the closing argument.

28 225. Co-Lead Class Counsel and Clark Hill divided up responsibilities for the presentation of

1 Plaintiffs' witnesses and for crossing Zuffa's witnesses.

2 226. Berger Montague and Clark Hill, with assistance from Warner Angle, took the lead in
3 preparing the *Le* Class Representatives and Quarry for their direct and cross examinations. Berger
4 Montague collected materials for preparing those direct examinations through additional interviews of
5 *Le* Class Representatives and Quarry, a further review of the *Le* Class Representatives' and Quarry's
6 document productions in the case, review of important documents previously identified in Zuffa's and
7 third parties' productions, and research of publicly available sources describing events and occurrences
8 in the *Le* Class Representatives' and Quarry's careers. Berger Montague then commenced to draft the
9 direct examination for each *Le* Class Representative and Quarry. Additionally, Clark Hill and Berger
10 Montague drafted and delivered mock cross examinations to prepare the *Le* Class Representatives and
11 Quarry for potential ways in which Zuffa would likely attack their testimony at trial. These in-person
12 and remote mock sessions took place in January and February 2024, as Plaintiffs developed their trial
13 plan.

14 227. Berger Montague and JSLF also undertook to consider how to cull the designated
15 testimony for third-party witnesses who would not appear at trial. Because such testimony would be
16 delivered via video, JSLF and Berger Montague went through the deposition transcripts to identify the
17 most critical testimony Plaintiffs would present to the jury and plan how to work with Zuffa to shorten
18 the ultimate presentation of such video evidence.

19 228. JSLF led the process of issuing subpoenas to trial witnesses. JSLF sought Zuffa's
20 consent to accept service of subpoenas for witnesses on Plaintiffs' trial witness list that Zuffa's counsel
21 represented. JSLF also issued notice to Zuffa of Plaintiffs' intention to subpoena third-party witnesses
22 on Plaintiffs' witness list. Berger Montague, Warner Angle, and Clark Hill worked with representatives
23 of certain third-party witnesses to try to get them to appear live voluntarily, holding multiple in-person
24 meetings and teleconferences incident to that effort.

25 229. Co-Lead Class Counsel and Clark Hill also prepared direct examinations for the fact
26 witnesses assigned to them. Each Co-Lead Class Counsel firm and Clark Hill took responsibility for
27 assignments relating to the witnesses on Plaintiffs' and Zuffa's trial witness lists and began preparing
28 direct and/or cross examinations for those witnesses.

1 230. Co-Lead Class Counsel, in particular Berger Montague and Cohen Milstein, took the
2 lead in preparing Plaintiffs' experts for their direct and cross examinations. Berger Montague held
3 multiple full-day preparation sessions with Plaintiffs' expert economist, Dr. Hal Singer, drilling down
4 on the specifics of his testimony. Cohen Milstein, with Berger Montague's support, met with Plaintiffs'
5 expert economist Prof. Andrew Zimbalist to prepare him for his direct and cross examinations through
6 multiple sessions. Cohen Milstein and Berger Montague likewise commenced to prepare for the direct
7 examinations of Plaintiffs' other experts, Guy Davis and Alan Manning, respectively.

8 **THE SETTLEMENT**

9 231. On March 7, 2024, just weeks prior to the start of trial, Co-Lead Class Counsel and
10 counsel for Defendants reached an agreement-in-principle to settle the Actions. By the time the
11 Settlement occurred, more than nine years of hard-fought litigation had passed, extensive fact and
12 expert discovery was complete, and the parties were on the eve of trial in the *Le* Action.

13 232. Prior to the Settlement, the parties had participated in significant settlement negotiations,
14 including full-day mediations several years apart (in 2017, 2019, and 2023). Each mediation session
15 was followed by continued discussions with the mediator, the Hon. Layn Phillips.

16 233. After the December 2023 mediation session and as the parties prepared for trial in *Le*
17 Action, they continued to discuss the possibility of a settlement of the Actions. After extensive arm's-
18 length negotiations between experienced counsel over the course of several years, the parties ultimately
19 reached an agreement-in-principle that led to the Settlement Agreement currently being presented to the
20 Court. After reaching the agreement to settle the Actions, the parties negotiated over seven weeks the
21 precise language of the Settlement Agreement.

22 234. On April 24, 2024, Co-Lead Class Counsel and Defendants executed the Settlement
23 Agreement. The Settlement provides for Defendants to pay \$335 million in cash for the benefit of
24 members of the Settlement Classes (SA ¶ 1(x)), and to institute significant prospective relief.

25 235. Based on Plaintiffs' experts' evaluation of the data, the *Le* Class has approximately
26 1,140 members and the *Johnson* Settlement Class has approximately 1,290 members, with some
27 individuals being a member of both the *Le* Class (SA ¶ 1(p)) and the *Johnson* Class (SA ¶ 1(n)). Given
28 that some individuals are members of both the *Le* Class and the *Johnson* Settlement Class, there are

1 approximately 1,950 Fighters across the two classes. As noted in the Declaration of Hal J. Singer,
 2 Ph.D. In Support of Plan of Allocation (attached as Exhibit 3), Zuffa paid all fighters in the *Le* Class
 3 \$556.5 million for participation in bouts between December 16, 2010 and June 30, 2017, and Zuffa
 4 paid all fighters in the *Johnson* Settlement Class \$457.9 million (who did not sign contracts with
 5 arbitration clauses) for participation in bouts during the period between July 1, 2017 and April 13,
 6 2023. Thus, even without considering the substantial prospective relief, the settlement amount reflects a
 7 significant portion of all compensation the UFC paid to fighters in the Settlement Classes who are not
 8 subject to arbitration agreements. Further, the Settlement Fund represents a significant portion of the
 9 overcharges computed by Plaintiffs' expert economist (Dr. Singer) in his report that was submitted
 10 during the expert discovery period in the *Le* Action.

11 236. An initial estimate of the likely distribution of the Net Settlement Fund indicates that
 12 each eligible claimant from the *Le* Class may receive an award from the Settlement equaling 25% (or
 13 more) of his or her total earnings from bouts from the UFC during the entire *Le* Class Period. Certain
 14 claimants from the *Johnson* Settlement Class will receive as much as 10% of their lifetime bout
 15 earnings from the UFC during the *Johnson* Class Period, in addition to benefitting from the prospective
 16 relief provided.

17 237. The prospective relief set forth in the Settlement is substantial, and locks in the
 18 following benefits to fighters for the five (5) years after final approval:¹⁵

- 19 a. Zuffa will not impose as a term of its Promotional and Ancillary Rights Agreements an
 20 Exclusive Negotiation Period longer than 30 days. *See* SA ¶6(a).
- 21 b. Zuffa will not impose as a term of its Promotional and Ancillary Rights Agreements a Right
 22 to Match Period following the expiration of the Exclusive Negotiation Period of longer than
 23 four (4) months. *See* SA ¶6(b).
- 24 c. Zuffa will limit any extension of the term of its Promotional and Ancillary Rights
 25 Agreements in the event a UFC fighter turns down a bout with an opponent Zuffa designates

26 ¹⁵ As Co-Lead Class Counsel understands it, Defendants implemented certain of these contractual
 27 changes at some point after the *Le* Class Period (December 16, 2010 to June 30, 2017) had ended but
 28 before the *Johnson* Action was filed. Given the timing, it is likely that Defendants made these changes,
 at least in part, as a response to the *Le* Action. As discussed *infra*, absent these provisions in the
 Settlement, Defendants would be free to revert to their prior practices in the event the *Le* Class lost at
 trial and/or the Settlement did not require these changes going forward.

1 (regardless whether because the fighter is unable or unwilling to accept the bout), to the
2 longer of the length of time sufficient to find a new opponent or for six (6) months. *See* SA
3 ¶6(c).

- 4 d. Zuffa will change the way its “Retirement Clause” operates. Pursuant to the Settlement
5 Agreement, if a UFC Fighter announces his or her retirement, Zuffa may, at its election, (i)
6 suspend the Term for the period of such retirement or disability (such suspension not to
7 exceed four (4) years, the “Maximum Suspension Period”), (ii) declare that Zuffa has
8 satisfied their obligations to promote all future Bouts to be promoted by the UFC under the
9 Promotional and Ancillary Rights Agreement, without any compensation due to the fighter
10 therefor, and/or (iii) provide the fighter with notice of termination in accordance with the
11 Promotional and Ancillary Rights Agreement. At the expiration of the Maximum
12 Suspension Period, if the Fighter remains in retirement or such disability continues, the
13 Promotional and Ancillary Rights Agreement shall automatically terminate. *See* SA ¶6(d).
- 14 e. Zuffa agrees that UFC fighters shall retain the right to use their own identities, including by
15 way of illustration and not limitation, fighters’ names, images, voices and likenesses, in
16 connection with the creation, development, manufacture, distribution, marketing and sale
17 directly or by third parties of Merchandise. SA ¶6(e).
- 18 f. Zuffa agrees to provide fighters up to three (3) still images of the fighter, the licensing of
19 which shall be governed by a licensing application to and approval by Getty Images. SA
20 ¶6(e).

21 238. The significance of some of the elements of the prospective relief is supported by record
22 evidence. For instance, Zuffa’s then-Chief Legal Officer, Kirk Hendrick, testified as Zuffa’s designee
23 pursuant to Fed. R. Civ. P. 30(b)(6) concerning the Exclusive Negotiation Period. Hendrick confirmed
24 that prior to around 2011, Zuffa had a 60-day Exclusive Negotiation Period, but then around the time
25 the FTC opened its inquiry in 2011, Zuffa ceased to include an Exclusive Negotiation Period in its
26 Promotional and Ancillary Rights Agreements. After the FTC closed that inquiry, Zuffa reinstated the
27 Exclusive Negotiation Period, but increased its duration from 60-days to 90-days. Hendrick testified on
28 Zuffa’s behalf that the reason Zuffa reinstated the Exclusive Negotiation Period was that:

[D]uring that interim period [without an Exclusive Negotiation Period] that some athletes,
and to their credit, they would say to their managers or us, ‘I don’t want to talk about my
contract right now. I’m preparing for a big fight, a fight that’s coming up in a month or
two months or whatever, and I don’t want to deal with my contract. What would happen
then to our ability to negotiate is that we wouldn’t have that window of opportunity before
their last fight, and so we decided that we need that short window of opportunity after
their last fight.

Deposition of Kirk Hendrick (Rule 30(b)(6)) Vol. I, 250:12-23 (Nov. 29, 2016).

239. Mr. Hendrick’s testimony bears upon the value of a part of the prospective relief

1 afforded by the Settlement. First, it shows that, absent the Settlement, there was a realistic possibility
2 that Zuffa would have reinstated some of the challenged contractual provisions. Second, the episode
3 reflects how even minor changes in the challenged provisions can have tangible benefits for the
4 Fighters. In the Settlement, Zuffa agreed to maintain the reduction in the Exclusive Negotiation Period
5 that had prevailed through the class period in *Le* (90-days) to 30-days.

6 240. That the prospective relief locks in the reduction in the length of the Right to Match
7 Period that Zuffa implemented after the *Le* class period ended is also significant. Multiple witnesses
8 attested to the challenges that the Right to Match Period created for UFC fighters who wanted to leave
9 for another promotion, but whom the UFC wanted to retain. At least up through the end of the *Le* Class
10 Period (June 30, 2017), UFC fighters had a 12-month Right to Match Period. For a fighter who wanted
11 to leave the UFC (but whom the UFC wanted to retain), such a fighter could not risk obtaining an offer
12 from a rival MMA promoter and allowing Zuffa to match it. As a result, such a fighter would have to
13 wait out the Exclusive Negotiation Period and the Right to Match Period before obtaining and
14 accepting an offer from a rival MMA promoter. *See* Deposition of Joe Silva, 186:4-12 (June 7, 2017)
15 (“Q. Would you agree with me that if there was a UFC fighter who no longer wanted to fight with the
16 UFC for some reason and the UFC was determined to match any offer, that that fighter would need to
17 wait the 90 days of the exclusive negotiation period and then the 12 months of the right to match;
18 correct? A. That’s my understanding.”). The difference between 15 months (90-day Exclusive
19 Negotiation Period and 12-month Right to Match Period) prevailing prior to and during the bulk of the
20 *Le* Action’s relevant time period (from January 2005 through June 2017) and the maximum five
21 months (30-day Exclusive Negotiation Period and 4-month Right to Match Period) permitted by the
22 Settlement Agreement is not insignificant. As Mr. Hendrick testified: “[i]f [a fighter is] ready, willing
23 and able to fight and they want to fight, 12 months I would say is a time period that is significant for a
24 fighter’s career.” Deposition of Kirk Hendrick (Rule 30(b)(6)) Vol. I, 267:10-13 (Nov. 29, 2016).

25 241. The limitation on the length of contract extensions Zuffa may impose on fighters who
26 are unable or unwilling to accept bouts is likewise beneficial to the fighters. Throughout the record in
27 the *Le* Action are documents that reflect significantly longer extensions than six months (the maximum
28 extension permissible under the Settlement Agreement for a fighter unable or unwilling to compete).

1 Maintaining a hard limit of six months on these extensions will be beneficial to fighters seeking to
2 escape the UFC's contracts.

3 242. Based on, *inter alia*, Dr. Singer's analyses finding that the median career length for an
4 MMA Fighter was brief, just 41 months, *see, e.g.*, Expert Report of Hal J. Singer, Ph.D., ¶¶20, 88-91
5 (ECF No. 518-3), Co-Lead Class Counsel believe this prospective relief is significant. As Dr. Singer
6 opined, the long duration of UFC Promotional and Ancillary Rights Agreements, coupled with the
7 challenged provisions that allow Zuffa to extend the term and or retain exclusive negotiation or
8 matching rights thereafter for 12-15 months, was capable of coercing MMA Fighters to re-sign with the
9 UFC for suppressed compensation. Going forward, the prospective relief at issue here can help reduce
10 Zuffa's considerable leverage over UFC Fighters.

11 243. Co-Lead Class Counsel does not believe that this Settlement solves all of the antitrust
12 problems this litigation sought to address, nor would it eliminate or fully ameliorate key contractual
13 provisions that Plaintiffs had challenged. Indeed, the Settlement Agreement states explicitly that
14 "Plaintiffs' agreement to the prospective relief provisions [in the Settlement Agreement] shall not be
15 deemed or considered a concession that Defendants' promotion or other agreements, or any parts
16 thereof, are procompetitive or are not anticompetitive." SA ¶7. The cash and prospective relief
17 provided by the Settlement nevertheless represents an extraordinary result given the litigation risk
18 discussed *infra*.

19 244. Co-Lead Class Counsel have collectively prosecuted numerous antitrust class actions as
20 lead counsel or in other leadership positions. We have each personally negotiated many class and non-
21 class litigation settlements. In our opinion, the Settlement Agreement with Defendants in the Actions is
22 more than fair, reasonable, and adequate. The Settlement avoids the delay and uncertainty of continued
23 protracted litigation against Defendants. It provides substantial benefits to members of the Settlement
24 Classes through significant compensation and the potential amelioration of some of the key conduct
25 that Plaintiffs had challenged as anticompetitive.

26 245. Furthermore, Co-Lead Class Counsel have consulted with Prof. Eric Posner concerning
27 the quality of results achieved through this Settlement. Prof. Posner is the Kirkland and Ellis
28 Distinguished Service Professor at the University of Chicago Law School, who has extensive academic

1 experience and expertise in antitrust law and its application to labor markets, and who has served as
2 Counsel to the Assistant Attorney General of the Antitrust Division at the Department of Justice. He
3 observes that “claims against employers for anticompetitive behavior in labor markets are relatively
4 rare and difficult in comparison to other types of antitrust claims, and that labor-side section 2 claims of
5 this type have been vanishingly rare.” *See* Declaration of Professor Eric A. Posner in Support of
6 Plaintiffs’ Motion for Preliminary Approval of the Settlement (attached hereto as Exhibit 2), ¶1.
7 Moreover, as part of Prof. Posner’s academic research, he has found that *Le v. Zuffa* “is the first such
8 claim ever to survive summary judgment, reach class certification, or even survive a motion to
9 dismiss.” *Id.* These findings further support Co-Lead Class Counsel’s opinion that the Settlement
10 provides an excellent result for the Settlement Classes.

11 LITIGATION RISK

12 246. The Actions presented significant litigation risks that could have resulted in no recovery
13 for the Settlement Classes nor any prospective relief. The substantial relief obtained was achieved
14 without the benefit of a governmental investigation or intervention, but instead proceeded solely
15 through the initiative, investigation, and resources of private parties and counsel (and despite the FTC
16 twice declining to challenge the UFC’s allegedly anti-competitive conduct).

17 247. The FTC twice investigated the UFC’s conduct and twice declined to pursue it. Solely
18 through the considerable and combined efforts and investment of Co-Lead Class Counsel, Supporting
19 Counsel at Warner Angle, Kemp Jones, Clark Hill, and others, along with the *Le* and *Johnson* Class
20 Representatives and Quarry, this Settlement stands to provide significant relief to the members of the
21 Settlement Classes now and going forward.

22 248. Defendants asserted multiple challenges to the merits of Plaintiffs’ claims. For instance,
23 Defendants argued that Zuffa and its conduct made the industry what it is today, creating opportunities
24 (not thwarting them) for MMA fighters; that Zuffa pays more than any other MMA promoter; that
25 Zuffa has consistently increased the absolute level of compensation paid to fighters throughout the
26 relevant period; and that Zuffa needs the challenged contract provisions to ensure that it can put on all
27 of its planned events (and to increase the number of MMA events that Zuffa puts on each year, as Zuffa
28 allegedly had throughout the period at issue).

1 249. Defendants retained expert economists who opined that the challenged conduct was
2 procompetitive, not anticompetitive, and that Plaintiffs' methods of proving impact and damages to the
3 proposed classes were unreliable and thus that (i) the proposed classes could not be certified for
4 litigation purposes, and (ii) Plaintiffs could not prove they or Class Members suffered any harm from
5 the challenged conduct.

6 250. Zuffa aggressively fought class certification (including a petition to appeal to the Ninth
7 Circuit pursuant to Fed. R. Civ. P. 23(f)). While Plaintiffs prevailed on their motion to certify the *Le*
8 Class, certifying a litigation class in the *Johnson* Action would not have been certain. Zuffa changed its
9 contracts after the close of the relevant time-period in the *Le* Action (*i.e.*, post-June 2017). Because
10 Plaintiffs' methods of proving key class issues related to the length of time of certain contractual
11 provisions that Defendants have now shortened, these changes had the potential to require Plaintiffs to
12 use a different model to show class-wide impact and damages to obtain a litigation class in the *Johnson*
13 Action. Further, the Ninth Circuit's denial of Zuffa's petition for interlocutory review was without
14 prejudice to Zuffa's ability to re-raise its challenge to class certification in the *Le* Action after any
15 verdict in a trial in the *Le* Action.

16 251. While Plaintiffs have aggressively disputed Defendants' arguments and positions
17 throughout these Actions, as with all complex antitrust litigation, there was substantial risk of adverse
18 outcomes on these and other issues, in addition to the possibility of lengthy delays (including from
19 appeals after trial in *Le* and after class certification and/or trial in *Johnson*). Antitrust class actions are
20 "arguably the most complex action(s) to prosecute. The legal and factual issues involved are always
21 numerous and uncertain in outcome." *In re Packaged Ice Antitrust Litig.*, 2011 WL 6209188, at *19
22 (E.D. Mich. Dec. 13, 2011) ("*Packaged Ice IP*") (quoting *In re Linerboard Antitrust Litig.*, 292 F. Supp.
23 2d 631, 639 (E.D. Pa. 2003)); *see also In re Cardizem CD Antitrust Litig.*, 218 F.R.D. 508, 533 (E.D.
24 Mich. 2003) ("*Cardizem IP*") ("Antitrust class actions are inherently complex").

25 252. Critically, the April 2024 trial was limited to the *Le* Action and offered the potential
26 only of monetary relief, without any available injunctive/prospective relief. And even such potential
27 monetary relief was both substantially uncertain and likely a long way from any distribution. While
28 Plaintiffs were confident of their ability to prevail before a Nevada jury in the *Le* Action, any jury

1 award of damages would still have been subject to a lengthy appellate process. As noted *supra*, such an
2 appeal would likely challenge both the Order certifying the *Le* Class as well as various aspects of the
3 merits of the litigation. Any appeal would create both risk of undoing any monetary relief awarded and
4 necessarily would create substantial additional delay.

5 253. Further, Co-Lead Class Counsel made the difficult decision not to pursue injunctive
6 relief on behalf of the *Le* Class, and instead pursue such relief only on behalf of the proposed class in
7 the *Johnson* Action. Pursuing injunctive relief in the *Le* Action would have required relinquishing the
8 April 2024 trial date and re-opening discovery in the *Le* Action, and would have caused considerable
9 additional delay to any monetary recovery or other relief for the *Le* Class as the parties continued to
10 litigate discovery issues for potentially years to come. Indeed, the *Le* Class has been awaiting this trial
11 for nearly a decade since the filing of the *Le* Action, and a significant proportion of the *Le* Class has not
12 fought an MMA bout for many years. Co-Lead Class Counsel thus determined that the *Le* Class should
13 go to trial expeditiously.

14 254. Moreover, Defendants would have asserted various arguments and defenses at the *Le*
15 trial, which could have resonated with at least one juror—potentially causing a hung jury and requiring
16 that the case be re-tried. While Co-Lead Class Counsel were confident in Plaintiffs’ ability to obtain a
17 unanimous verdict in favor of Plaintiffs, the risk that one or more jurors would not side with Plaintiffs
18 could not be dismissed out of hand.

19 255. As to the proposed *Johnson* Class, the *Le* trial also posed substantial risk. While an
20 unfavorable verdict in the *Le* trial would not be binding on the members of the proposed *Johnson* Class,
21 such result would have a practical impact on the potential relief the proposed *Johnson* Class could
22 obtain in the near and long term. Defendants would have little incentive to negotiate anywhere close to
23 the relief available to the proposed *Johnson* Settlement Class as part of this Settlement if Plaintiffs had
24 lost the *Le* trial, and there would be significant questions as to whether continuing to litigate the
25 *Johnson* Action following an unfavorable verdict in *Le* would have been viable. Thus, in many
26 respects, the fate of the proposed *Johnson* Settlement Class was tied to the fate of the *Le* Action, even
27 though the members of the *Johnson* Settlement Class had no direct stake in the *Le* Action.

28 256. Furthermore, at some point during the time-period relevant to the *Johnson* Action (*i.e.*,

1 after July 1, 2017), the UFC began to require UFC Fighters to sign Promotional and Ancillary Rights
2 Agreements containing a provision that purports to (1) require the fighters to arbitrate any claims
3 against Defendants (“Arbitration Provision”), and (2) waive fighters’ right to pursue their claims on a
4 class action basis (“Class Waiver Provision”; together with the Arbitration Provisions, “the Arbitration
5 Clauses”). According to data produced by the UFC, approximately 55% of the *Johnson* Settlement
6 Class has Arbitration Clauses in their Promotional and Ancillary Rights Agreements with the UFC.
7 Although the validity of the Arbitration Clauses has not yet been litigated, UFC Fighters with the
8 Arbitration Clauses bear significant risk that their claims could not be litigated in federal court and
9 could not be litigated on a class basis at all. Additionally, as the *Le* Action reflects, bringing the
10 *Johnson* Action through trial would require millions of dollars in out-of-pocket costs and tens of
11 millions of dollars’ worth of attorney time. If the class action mechanism was deemed unavailable to
12 the *Johnson* Settlement Class members signing the Arbitration Clauses following litigation of the
13 validity of those clauses, those *Johnson* Settlement Class members would likely recover nothing.
14 Moreover, in the event the Court (or an arbitrator) determined the Arbitration Clauses to be valid, the
15 potential recovery to the *Johnson* Settlement Class as a whole would have become significantly lower
16 because only 46% of the *Johnson* Settlement Class does not have Arbitration Clauses in their
17 Promotional and Ancillary Rights Agreements with the UFC.

18 **NOTICE TO THE SETTLEMENT CLASSES**

19 257. In connection with the Motion for Preliminary Approval, Co-Lead Class Counsel
20 proposes a “Notice Plan” comparable to the successful notice provided in connection with certification
21 of the *Le* Class. See ECF No. 916 & 920 (Plaintiffs’ Unopposed Motion for Approval of Class Notice
22 Plan); ECF No. 921 (Order granting Plaintiffs’ Unopposed Motion for Approval of Class Notice Plan);
23 ECF No. 966 (Plaintiffs’ Notice of: (1) Effectuation of Class Notice Plan, and (2) No Exclusions from
24 Bout Class).

25 258. Pursuant to the proposed Notice Plan, the proposed Claims Administrator (Angeion
26 Group) will issue notice to the members of the Settlement Classes through substantially similar means
27 as used to issue notice to the *Le* Class, including both print and email notice as well as poster notices
28 posted at MMA gyms. Through these mechanisms, the Claims Administrator will provide notice of the

1 Settlement to the members of both Settlement Classes.

2 259. Following approval of the Settlement, members of the Settlement Classes will be able to
3 submit claim forms to establish their entitlement to their shares of the monetary relief afforded by the
4 Settlement. Members of the Settlement Class will benefit from the prospective relief afforded by the
5 Settlement regardless of whether they submit a claim form.

6 **EXHIBITS TO JOINT DECLARATION OF ERIC L. CRAMER,**
7 **RICHARD A. KOFFMAN, AND JOSEPH R. SAVERI IN SUPPORT OF PLAINTIFFS’**
8 **MOTION FOR PRELIMINARY APPROVAL OF THE SETTLEMENT**

9 260. Attached as Exhibit 1 is a true and correct copy of the Settlement Agreement and its
10 exhibit, dated April 24, 2024.

11 261. Attached as Exhibit 2 is a true and correct copy of the Declaration of Professor Eric A.
12 Posner in Support of Plaintiffs’ Motion for Preliminary Approval of the Settlement and its exhibit,
13 dated May 13, 2024.

14 262. Attached as Exhibit 3 is a true and correct copy of the Plan of Allocation.

15 263. Attached as Exhibit 4 is a true and correct copy of the Declaration of Hal J. Singer,
16 Ph.D. in Support of Plan of Allocation, dated May 15, 2024.

17 264. Attached as Exhibit 5 is a true and correct copy of the Declaration of Steven Weisbrot,
18 Esq. of Angeion Group LLC Re the Settlement Notice Plan and its exhibits, dated May 20, 2024.

19 **CONCLUSION**

20 265. For the reasons set forth above and in the accompanying Memorandum of Law, we
21 respectfully submit that under Fed. R. Civ. P. 23(e), the Settlement’s terms are fair, reasonable, and
22 adequate in all respects and should be preliminarily approved.
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28

1 I certify under penalty of perjury that the foregoing is true and correct. Executed on May 21,
2 2024, in Philadelphia, PA.

3 /s/ Eric L. Cramer

4 Eric L. Cramer*

5 **BERGER MONTAGUE PC**

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9 ecramer@bm.net

10 I certify under penalty of perjury that the foregoing is true and correct. Executed on May 21,
11 2024, in Washington, DC.

12 /s/ Richard A. Koffman

13 Richard A. Koffman*

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21 I certify under penalty of perjury that the foregoing is true and correct. Executed on May 21,
22 2024, in San Francisco, CA.

23 /s/ Joseph R. Saveri

24 Joseph R. Saveri*

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*Admitted *pro hac vice*

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT NEVADA**

CUNG LE, NATHAN QUARRY, JON FITCH,
BRANDON VERA, LUIS JAVIER VAZQUEZ,
and KYLE KINGSBURY, On Behalf of
Themselves and All Others Similarly Situated,

Case No. 2:15-cv-01045-RFB-BNW

Plaintiffs,

v.

ZUFFA, LLC, D/B/A ULTIMATE FIGHTING
CHAMPIONSHIP and UFC,

Defendant.

KAJAN JOHNSON and CLARENCE
DOLLAWAY, On Behalf of Themselves and All
Others Similarly Situated,

Case No. 2:21-cv-01189-RFB-BNW

Plaintiffs,

vs.

ZUFFA, LLC, TKO OPERATING COMPANY,
LLC F/K/A ZUFFA PARENT LLC (D/B/A
ULTIMATE FIGHTING CHAMPIONSHIP and
UFC), and ENDEAVOR GROUP HOLDINGS,
INC.,

Defendants.

**INDEX OF EXHIBITS TO JOINT DECLARATION OF ERIC L. CRAMER,
RICHARD A. KOFFMAN, AND JOSEPH R. SAVERI IN SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY APPROVAL OF THE SETTLEMENT**

1 Pursuant to Local Civil Rule IA 10-3(d), Plaintiffs submit this Index of Exhibits to the
2 Declaration of Eric L. Cramer, Richard A. Koffman, and Joseph R. Saveri in Support of Plaintiffs’
3 Motion for Preliminary Approval of the Settlement:

Exhibit Number	Description
1	Settlement Agreement and its exhibit (April 24, 2024)
2	Declaration of Professor Eric A. Posner in Support of Plaintiffs’ Motion for Preliminary Approval of the Settlement and its exhibit (May 13, 2024)
3	Plan of Allocation
4	Declaration of Hal J. Singer, Ph.D. in Support of Plan of Allocation (May 15, 2024)
5	Declaration of Steven Weisbrot, Esq. of Angeion Group LLC Re the Settlement Notice Plan and its exhibits (May 20, 2024)

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1 Dated: May 21, 2024

Respectfully submitted,

2 /s/ Eric L. Cramer

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Plaintiffs Cung Le, Nathan Quarry, Jon Fitch,
Brandon Vera, Luis Javier Vazquez, Kyle
Kingsbury, Kajan Johnson, Clarence
Dollaway, and Tristan Connelly*

EXHIBIT 1

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA

<p>Cung Le, Nathan Quarry, Jon Fitch, Brandon Vera, Luis Javier Vazquez, and Kyle Kingsbury, on behalf of themselves and all others similarly situated,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>Zuffa, LLC, d/b/a Ultimate Fighting Championship and UFC,</p> <p style="text-align: center;">Defendant.</p>	<p>No.: 2:15-cv-01045-RFB-BNW</p>
<p>Kajan Johnson, Clarence Dollaway, and Tristan Connelly, on behalf of themselves and all others similarly situated,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">vs.</p> <p>Zuffa, LLC, TKO Operating Company, LLC f/k/a Zuffa Parent LLC (d/b/a Ultimate Fighting Championship and UFC) and Endeavor Group Holdings, Inc.,</p> <p style="text-align: center;">Defendants</p>	<p>No.: 2:21-cv-1189-RFB BNW</p>

SETTLEMENT AGREEMENT

This “Settlement” is made and entered into this 24th day of April, 2024 (“Execution Date”) by and between Defendants Zuffa, LLC, TKO Operating Company, LLC, Endeavor Group Holdings, Inc. (collectively, “Defendants”) and Plaintiffs Cung Le, Nathan Quarry, Jon Fitch, Brandon Vera, Luis Javier Vazquez, Kyle Kingsbury, Kajan Johnson, Clarence Dollaway, and Tristan Connelly (collectively, “Plaintiffs”), both individually and on behalf of the respective “Settlement Classes” specified herein.

WHEREAS, plaintiffs Cung Le, Jon Fitch, Brandon Vera, Luis Javier Vazquez, Kyle Kingsbury (“*Le* Class Representatives”) are prosecuting the *Le* Action on their own behalf and on behalf of the *Le* Class, and plaintiffs Kajan Johnson, Clarence Dollaway, and Tristan Connelly (“*Johnson* Settlement Class Representatives”) are prosecuting the *Johnson* Action on their own behalf and on behalf of the *Johnson* Settlement Class;

WHEREAS, the *Le* Class Representatives allege that they and members of the *Le* Class were injured as a result of certain conduct of defendant Zuffa, LLC, and the *Johnson* Settlement Class Representatives allege that they and members of the *Johnson* Settlement Class were injured as a result of certain conduct of Defendants, as set out in the respective Complaints in the two above-captioned Actions;

WHEREAS, plaintiff Nathan Quarry is a named plaintiff in the *Le* Action, who was proposed to represent the proposed Identity Rights Class (which class the Court declined to certify), and who still has claims related to his identity rights that shall be settled and released as set forth herein;

WHEREAS, Defendants deny Plaintiffs’ allegations and have asserted defenses to Plaintiffs’ claims in both Actions;

WHEREAS, extensive arm’s-length settlement negotiations have taken place between Settlement Class Counsel and counsel for Defendants, with the continuous assistance of an experienced mediator, Hon. Layn Phillips, and this Settlement has been reached as a result of those negotiations;

WHEREAS, Settlement Class Counsel have concluded, after (a) extensive and protracted fact and expert discovery in the *Le* Action, and in the midst of preparing the *Le* case for imminent trial, (b) an extensive investigation into the facts underlying the claims in the *Johnson*

Action, (c) exhaustive review of the law regarding both Actions, and (d) carefully considering the circumstances of these Actions, that it would be in the best interests of both Settlement Classes to enter into this Settlement Agreement and assure a certain and significant benefit to the Settlement Classes, and further, that Settlement Class Counsel consider the Settlement to be fair, reasonable, and adequate within the meaning of Fed. R. Civ. P. 23;

WHEREAS, this Settlement, if it receives Final Approval, will resolve the Actions in full;

WHEREAS, Defendants, despite their belief that they are not liable for the claims asserted in the Actions and their belief that they have good defenses thereto, have nevertheless agreed to enter into this Settlement to avoid further expense, inconvenience, and the distraction of protracted litigation in both Actions, and to obtain the releases, orders, and judgments contemplated by this Settlement;

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, and intending to be legally bound, it is agreed by and between Defendants and Plaintiffs, both individually and on behalf of the Settlement Classes, that the Actions be settled, compromised, and dismissed on the merits with prejudice as to the Releasees and, except as hereinafter provided, without costs as to Plaintiffs, the Settlement Classes, or Defendants, subject to the approval of the Court (the "Settlement"), on the following terms and conditions:

1. Definitions

a. "Actions" means both *Le, et al. v. Zuffa, LLC*, No. 2:15-cv-1045 (D. Nev.) and *Johnson, et al. v. Zuffa, LLC, et al.*, No. 2:21-cv-1189 (D. Nev.).

b. "Claims Administrator" means the Angeion Group, which was previously approved by the Court to issue, and did issue, notice to the *Le* Class (No. 15-cv-1045, ECF No.

921), and which would, on motion of Settlement Class Counsel and Order of this Court, provide notice to Settlement Class Members, and would process any opt outs received from any members of the *Johnson* Settlement Class, or members of the Settlement Classes should the Court require a second opt out period for certain or all members of the *Le* Class, as well as the claims submitted by both sets of Settlement Class Members pursuant to a Court-approved Plan of Allocation, and carry out any other duties or obligations provided for herein or as ordered by the Court.

c. “Co-Lead Class Counsel” means Berger Montague PC, Cohen Milstein Sellers & Toll PLLC, and Joseph Saveri Law Firm, LLP, as appointed in the *Le* Action, No. 15-cv-1045, ECF Nos. 139 & 839.

d. “Complaints” refers to the operative complaints in the Actions: *Le, et al. v. Zuffa, LLC*, No. 2:15-cv-1045, ECF No. 208 (D. Nev. Dec. 18, 2015) and *Johnson, et al. v. Zuffa, LLC, et al.*, No. 2:21-cv-1189, ECF No. 118 (D. Nev. Dec. 15, 2023).

e. “Confidential Supplement” means the confidential agreement containing certain confidential terms providing for rescission of the Settlement Agreement should certain contingencies occur.

f. “Defendants’ Payment” means three hundred thirty-five million dollars (\$335,000,000.00) to be paid by Defendants pursuant to the terms set out below in Paragraph 5(a).

g. “Effective Date” means the date on which all of the following have occurred: (i) the Settlement is approved by the Court as required by Fed. R. Civ. P. 23(e); (ii) the Court enters a final approval order; and (iii) the period to appeal the final approval order has expired and/or all appeals of the final approval order have been finally resolved.

h. “Escrow Account” means the qualified settlement escrow account that holds the UFC Settlement Fund.

i. “Escrow Agreement” means an agreement substantially in the form annexed hereto as Exhibit A.

j. “Execution Date” means the date the Settling Parties sign this Settlement Agreement.

k. “Fee and Expense Award” means any and all award(s) by the Court to Settlement Class Counsel for reasonable attorneys’ fees and reimbursement of reasonable costs and expenses incurred in the prosecution of the Actions, including any interest accrued thereon.

l. “Fighter” or “Fighters” means MMA fighters who enter or who have entered into a Promotional and Ancillary Rights Agreement (or similar agreement) with one or more Defendants to provide services as professional MMA fighters. The terms “Fighter” or “Fighters” include, but are not limited to, Settlement Class Members.

m. The “*Johnson* Action” means *Johnson, et al. v. Zuffa, LLC, et al.*, No. 2:21-cv-1189 (D. Nev.), which was filed on June 23, 2021.

n. “*Johnson* Settlement Class” means all persons who competed in one or more live professional UFC-promoted MMA bouts taking place or broadcast in the United States from July 1, 2017 to the date of preliminary approval of the Settlement. Excluded from the *Johnson* Settlement Class are all persons who are not residents or citizens of the United States unless the UFC paid such persons for competing in a bout fought or broadcast in the United States.

o. The “*Le* Action” means *Le, et al. v. Zuffa, LLC*, No. 2:15-cv-1045 (D. Nev.), which was filed on December 16, 2014.

p. “*Le* Class” is the Bout Class certified by the Court in the *Le* Action, ECF No. 839 (Aug. 9, 2023), and means all persons who competed in one or more live professional UFC-promoted MMA bouts taking place or broadcast in the United States from December 16, 2010 to June 30, 2017. Excluded from the *Le* Class are all persons who are not residents or citizens of the United States unless the UFC paid such persons for competing in a bout fought in the United States.

q. “Notice Expenses” means all reasonable expenses relating to providing notice to the Settlement Classes, including, *inter alia*, the cost of (a) publications, (b) distributing the short and long-form notices to members of the Settlement Classes, (c) the Claims Administrator’s

costs of maintaining and administering the notice website and toll-free phone number, and (d) the Claims Administrator's costs associated with designing and administering the Notice Plan.

r. "Notice Plan" means the plan for providing notice pursuant to Fed. R. Civ. P. 23(e)(1) to the members of the Settlement Classes.

s. "Plan of Allocation" means the plan proposed to the Court by Settlement Class Counsel for the allocation of the portion of the UFC Settlement Fund to be paid to members of the Settlement Classes.

t. "Releasees" means Defendants Zuffa, LLC, TKO Operating Company, LLC, Endeavor Group Holdings, Inc., and any and all of their past, present, and future, direct and indirect, parent companies, subsidiary companies, affiliated companies, affiliated partnerships, and joint venturers, including all of their respective predecessors, successors and assigns, and each and all of their present, former and future principals, partners, officers, directors, supervisors, employees, agents, stockholders, members, representatives, insurers, attorneys, heirs, executors, administrators, beneficiaries, and representatives of any kind.

u. "Releasers" means all Plaintiffs and all Settlement Class Members and all of their predecessors, successors, heirs, administrators, assigns, and any party claiming by, for, under, or through any Plaintiff or Settlement Class Member to have any Released Claim against the Releasees, including any and all of Plaintiffs' or Settlement Class Members' past, present, and future officers, directors, supervisors, employees, agents, stockholders, members, attorneys, servants, representatives, accounts, plans, groups, parent companies, subsidiary companies, affiliated companies, divisions, affiliated partnerships, joint venturers, principals, partners, wards, heirs, assigns, beneficiaries, estates, next of kin, family members, relatives, personal representatives, administrators, agents, representatives of any kind, insurers, and all other persons, partnerships, or corporations with whom any of the foregoing have been, or are now or become, affiliated, and the predecessors, successors, heirs, executors, administrators, and assigns of any of the foregoing.

v. "Released Claims" means the claims described in Paragraph 11 below. The

Settling Parties intend that such releases be interpreted and enforced broadly and to the fullest extent permitted by law.

w. “Settlement Class Counsel” means Co-Lead Class Counsel as well as Kemp Jones, LLP (appointed by the Court as Liaison Counsel in the *Le* Action, ECF No. 839), Warner Angle Hallam Jackson & Formanek PLC, and Clark Hill PLC.

x. “Settlement Classes” means both the *Le* Class and the *Johnson* Settlement Class.

y. “Settlement Class Members” means the members of one or both Settlement Classes who do not or did not timely and validly opt out.

z. “Settling Parties” means all Plaintiffs and all Defendants.

aa. “UFC Settlement Fund” means Defendants’ Payment, plus any and all accrued interest.

2. Reasonable Steps Necessary to Help Effectuate this Settlement. The Settling Parties agree to undertake in good faith all reasonable steps necessary to help effectuate the Settlement, including undertaking all actions contemplated by, and steps necessary to, carry out the terms of this Settlement and to secure the prompt, complete, and final dismissal with prejudice of all claims in these Actions against Defendants. The Settling Parties also agree to the following:

a. Defendants agree not to oppose a grant of the relief requested in the Plaintiffs’ motions for preliminary or final approval of the Settlement, and also agree not to appeal any Court ruling granting in full or substantial part either of these motions.

b. Defendants will serve notice of this Settlement on the appropriate federal and state officials under the Class Action Fairness Act, 28 U.S.C. § 1715.

c. This Settlement is reached with Co-Lead Counsel, who have been appointed to represent the *Le* Class and will seek approval to represent the *Johnson* Settlement Class, and is intended to be binding on all persons who are within the definition of the Settlement Classes. Unless explicitly ordered to do so by the Court, Defendants agree not to directly or indirectly solicit, induce, compel, or encourage any person who would be a member of either of the

Settlement Classes (1) to opt out of one or both of the Settlement Classes, (2) to object to all or part of the Settlement Agreement, (3) to object to any request for service awards for the *Le* Class Representatives and *Johnson* Settlement Class Representatives, or (4) to object to Settlement Class Counsel's request for a Fee and Expense Award.

3. Approval

a. Except as otherwise provided herein, on the Execution Date, Plaintiffs, all members of the Settlement Classes, and Defendants shall be bound by this Settlement, and this Settlement shall not be rescinded except in accordance with Paragraph 10 of this Settlement Agreement.

b. **Motion for Preliminary Approval of the Settlement.** Plaintiffs shall draft a motion for preliminary approval of the Settlement and all necessary supporting documents, which motion and documents shall be consistent with this Settlement Agreement. Defendants shall have a right to review before it is filed Plaintiffs' preliminary approval motion, memorandum of law in support, the proposed Plan of Allocation, the proposed short and long-form notices for the Settlement Classes, and the proposed preliminary approval order. Defendants may suggest revisions, which Plaintiffs agree to consider in good faith, as long as Defendants provide their suggested revisions or comments within five (5) business days of having received any such document or documents from Plaintiffs, or such other time as the Settling Parties may agree. Unless the Settling Parties agree otherwise, Plaintiffs will file the motion for preliminary approval with the Court no later than thirty (30) days after the execution of this Settlement Agreement. The motion for preliminary approval shall include a proposed form of order, including at least the following:

- i. finding preliminary approval of the Settlement to be appropriate as the Settlement is fair, reasonable, and adequate within the meaning of Fed. R. Civ. P. 23, finding that dissemination of notice to the Settlement Classes is warranted, and finding that the opportunity to opt out already provided to members of the *Le* Class was sufficient and fully consistent with Fed. R. Civ. P.

23 and due process of law, or in the alternative that the opportunity to opt out already provided to members of the *Le* Class was sufficient and fully consistent with Fed. R. Civ. P. 23 and due process of law to persons who are (A) members of the *Le* Class and who (B) would not also be members of the *Johnson* Settlement Class if they did not timely and validly opt out of the *Johnson* Settlement Class;¹

- ii. provisionally certifying the *Johnson* Settlement Class based on a finding that the *Johnson* Settlement Class likely meets the standards for certifying a settlement class under Fed. R. Civ. P. 23;
- iii. finding that the proposed Notice Plan of notice for the Settlement Classes complies with Rule 23 and due process, and approving proposed short- and long-form notices;
- iv. provisionally approving the proposed Plan of Allocation;
- v. providing that if final approval of the Settlement is not obtained, the Settlement shall be null and void, and the Settling Parties will revert to their positions *ex ante* without prejudice to their claims or defenses in the Actions; and
- vi. setting deadlines for: (a) the filing of a motion for final approval of the Settlement, (b) implementation of the Notice Plan, (c) the filing of the Plaintiffs' Fee and Expense Award application, (d) the filing of any objections from Settlement Class Members to the Settlement, (e) the provision of appropriate notice for opting out of one or both Settlement Classes to the extent the Court requires an additional opt out period for some or all members of the *Le* Class, and (f) a fairness hearing for the Settlement of both Actions.

¹ To the extent the Court requires an additional opt-out opportunity either for (a) members of the *Le* Class who also would be members of the *Johnson* Settlement Class if they did not timely and validly opt out of the *Johnson* Settlement Class (*i.e.*, only to persons who are members of both Settlement Classes), or (b) all members of the *Le* Class, the remaining provisions of the Settlement shall remain in full force and effect.

c. **Stay of Proceedings.** The motion for preliminary approval shall also provide for a stay of Plaintiffs' proceedings against Defendants in both Actions pending final approval or termination of the Settlement.

d. **Motion for Fee and Expense Award and Class Representative Service Awards.** Separate and apart from—and in advance of—the motion for final approval, Plaintiffs shall file a motion for a Fee and Expense Award and for service awards for the *Le* Class Representatives and *Johnson* Settlement Class Representatives, seeking the entry of an order approving expressly the provisions in Paragraph 9 of this Settlement Agreement.

e. **Motion for Final Approval and Entry of Final Judgment in Both Actions.** In the event the Court enters an order preliminarily approving the Settlement, Plaintiffs shall draft a motion for final approval of the Settlement and all necessary supporting documents. Defendants shall have a right to review Plaintiffs' motion for final approval, Plaintiffs' memorandum of law in support of final approval, and the proposed form of order. Defendants may suggest revisions, which Plaintiffs agree to consider in good faith, as long as Defendants provide their suggested revisions or comments within five (5) business days of having received any such document or documents from Plaintiffs, or other such time as the Settling Parties may agree. Plaintiffs will file the motion for final approval pursuant to the schedule ordered by the Court. The final approval motion shall seek entry of a final approval order, including:

- i. finding that the notice given to members of the Settlement Classes as part of the Notice Plan constitutes due, adequate, and sufficient notice and meets the requirements of due process and the Federal Rules of Civil Procedure;
- ii. certifying the *Johnson* Settlement Class based on a finding that the *Johnson* Settlement Class meets the requirements of Fed. R. Civ. P. 23 for settlement purposes;
- iii. finding the Settlement to be fair, reasonable, and adequate within the meaning of Fed. R. Civ. P. 23, and directing consummation of the Settlement pursuant to its terms;

- iv. finding that all members of the *Le* Class and *Johnson* Settlement Class, who did not timely and validly opt out, and all Plaintiffs, shall be bound by the Settlement Agreement and all of its terms;
- v. finding that the Releasers shall be bound by the release set forth in Paragraph 11 of this Settlement Agreement, and shall be forever barred from asserting any of the Released Claims against any of the Releasees;
- vi. directing that the Actions be dismissed with prejudice as to Defendants and without costs as to any Settling Party;
- vii. retaining exclusive jurisdiction over the Settlement, including the administration, enforcement, and consummation of the Settlement in both Actions; and
- viii. determining under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the judgment of dismissal of both Actions as to Defendants shall be final.

4. Finality of Settlement. This Settlement Agreement shall become final upon the Effective Date.

5. Defendants' Payment; UFC Settlement Fund; Notice Expenses and Costs.

a. **Funding the UFC Settlement Fund.** Defendants shall make Defendants' Payment of three-hundred and thirty-five million dollars (\$335 million) for the benefit of the Settlement Classes pursuant to the following payment schedule:

- i. \$100 million will be paid into an interest-bearing escrow account for the benefit of the Settlement Classes three (3) business days after entry of the Court's Order Preliminarily approving the Settlement;
- ii. \$100 million will be paid into an interest-bearing escrow account for the benefit of the Settlement Classes three (3) business days after the Court's Order finally approving the Settlement, or November 1, 2024, whichever comes later;

- iii. \$135 million will be paid into an interest-bearing escrow account for the benefit of the Settlement Classes no later than April 1, 2025.

Settlement Class Counsel shall provide Defendants' counsel with written wiring instructions for the Escrow Account.

- b. Any distributions to members of the Settlement Classes from the UFC Settlement Fund shall be performed in accordance with the Plan of Allocation approved by the Court.

- c. The Defendants' Payment, and each portion thereof, provided for in subparagraph 5(a) above shall be held in the Escrow Account subject to the terms and conditions of the Escrow Agreement, and in accordance with the provisions of Paragraph 8 below.

- d. In consideration for the release of his claims as set forth in Paragraph 11 below, individual Plaintiff Nathan Quarry shall receive a payment of \$250,000 from the UFC Settlement Fund.

- e. Before the granting of final approval, and upon the direction of Settlement Class Counsel, all reasonable Notice Expenses and any costs of administering the UFC Settlement Fund, including taxes, will be paid out of the Escrow Account on a non-recoupable basis other than as set forth below. Settlement Class Counsel agree to arrange for provision of class notice to the Settlement Classes in accordance with Fed. R. Civ. P. 23 and any orders of the Court.

- f. Following the Effective Date, any Fee and Expense Award and service awards to the *Le* Class Representatives and *Johnson* Settlement Class Representatives awarded by the Court will be paid from the Escrow Account. Defendants will take no position on Settlement Class Counsel's application for a Fee and Expense Award or for class representative service awards, unless required to do so by the Court.

- g. There shall be no reduction of Defendants' Payment or the UFC Settlement Fund by reason of any Settlement Class Member timely and validly opting out of the Settlement.

6. Prospective Relief. Defendants agree to maintain, for a period of five years from the Effective Date, the following changes to their Promotional and Ancillary Rights Agreements

with their Fighters, effective both retroactively as to agreements currently in force and prospectively for all agreements signed for five years from the Effective Date:

a. To the extent that Defendants' current contracts with their Fighters contain, or Defendants maintain, a provision pursuant to which a Fighter agrees to negotiate exclusively with Defendants regarding the extension or renewal of the Term of the Promotional and Ancillary Rights Agreements ("Exclusive Negotiation Period"), the Exclusive Negotiation Period may last no longer than thirty (30) days following the expiration of the Term. If Defendants and a Fighter fail to reach agreement upon the terms and conditions of an extension or renewal of the Term within the Exclusive Negotiation Period, the Fighter may negotiate with any other promotional entity, subject to Defendants' right to match the terms of any agreement offered to the Fighter by such promotional entity (each, an "Offer") prior to the acceptance of an Offer by the Fighter.

b. To the extent that Defendants' current contracts with their Fighters contain, or Defendants maintain, a provision pursuant to which, following the expiration of the Term and Exclusive Negotiation Period, Defendants shall have the option to match the financial terms and conditions of an Offer (the "Matching Period"), the Matching Period may last no longer than four (4) months. Defendants shall have the option to match the material financial terms of any Offer made to a Fighter for any MMA bout or fighting competition or exhibition, or any series of MMA bouts or fighting competitions or exhibitions. Fighters shall not accept any Offer or enter into contracts or agreements with any other promotional entity during the Matching Period without complying with this provision.

c. To the extent that Defendants' current contracts with their Fighters contain, or Defendants maintain, a provision pursuant to which a Defendant retains the ability to extend the Term of the Promotional and Ancillary Rights Agreement in the event that a Fighter is offered a Bout against an opponent designated by a Defendant but does not accept that Bout because the Fighter is unable or unreasonably refuses to compete for any reason whatsoever (a "Declination"), for each such Declination, Defendants may, at their election, extend the Term for

the length of time sufficient to find a new opponent to accept the Bout or for six (6) months, whichever is longer. A “new opponent” for purposes of this provision means an opponent different than the one previously offered and declined. Defendants may include language stating that such extension is necessary to provide the Fighter with a suitable replacement Bout, as Defendants and the Fighter recognize attendant difficulties including, but not limited to, that there is a limited pool of suitable opponents, suitable opponents may have pre-existing Bout obligations, and sufficient lead time must exist to adequately promote the replacement Bout.

d. To the extent that Defendants’ current contracts with their Fighters contain, or Defendants maintain, a provision in their Promotional and Ancillary Rights Agreements providing that if any time during the Term of the Promotional and Ancillary Rights Agreement, the Fighter decides to retire from MMA or other professional fighting competition or is permanently disabled, then Defendants may, at their election, (i) suspend the Term for the period of such retirement or disability (such suspension not to exceed four (4) years, the “Maximum Suspension Period”), (ii) declare that Defendants have satisfied their obligations to promote all future Bouts to be promoted by Defendants under the Promotional and Ancillary Rights Agreement, without any compensation due to the Fighter therefor, and/or (iii) provide the Fighter with notice of termination in accordance with the Promotional and Ancillary Rights Agreement. At the expiration of the Maximum Suspension Period, if Fighter remains in retirement or such disability continues, the Promotional and Ancillary Rights Agreement shall automatically terminate.

e. To the extent that Defendants’ current contracts with their Fighters require, or Defendants continue to require, Fighters to grant to a Defendant during the Term the nonexclusive worldwide right to Use Fighter’s Identity, in any Defendant’s sole discretion, in connection with the creation, development, manufacture, distribution, marketing and sale directly or by third parties of Event Merchandise and Merchandise (the “Merchandise Rights”), Fighters shall retain the right to use Fighter’s Identity, including by way of illustration and not limitation, Fighters’ names, images, voices and likenesses, in connection with the creation, development,

manufacture, distribution, marketing and sale directly or by third parties of Merchandise.

Defendants agree to provide Fighters up to three (3) still images of the Fighter, the licensing of which shall be governed by a licensing application to and approval by Getty Images.

f. During this five-year period, if any of these provisions are materially impairing Defendants' ability to compete, Defendants may seek relief from these provisions from Plaintiffs and, in the event of a dispute, such dispute shall be subject to final and binding arbitration before the Hon. Layn Phillips. In order to invoke this provision, Defendants are required to notify Settlement Class Counsel in writing, setting forth the basis for any such claim for relief and the precise relief requested. The parties shall then engage in a good faith mediation before Hon. Layn Phillips in an attempt to resolve the matter before submitting the dispute to final binding arbitration.

7. No Admission of Liability or Wrongdoing. Neither this Settlement (whether or not it becomes final), the final judgment, nor any negotiations, documents, and discussions associated with them shall be deemed or construed as evidence of, or an admission or concession of liability or wrongdoing by any Defendant, or be used or offered in any proceeding for any purposes, except to enforce the terms of this Settlement. Nothing in this Settlement will constitute or be construed as evidence, or an admission or concession by Plaintiffs of the lack of merit of any of their claims or allegations against Defendants in these matters. Plaintiffs' agreement to the prospective relief provisions in Paragraph 6, above, shall not be deemed or considered a concession that Defendants' promotion or other agreements, or any parts thereof, are procompetitive or are not anticompetitive.

8. Escrow Account; Taxes.

a. An Escrow Account shall be maintained at Huntington National Bank to hold the Settlement Fund.

b. The Escrow Account is intended by the parties hereto to be treated as a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1, and to that end the parties hereto shall cooperate with each other and shall not take a position in any filing or before any tax

authority that is inconsistent with such treatment. A “relation back election” as described in Treas. Reg. § 1.468B-1(j) shall be made so as to enable the Escrow Account to be treated as a qualified settlement fund from the earliest date possible, and the parties shall take all actions as may be necessary or appropriate to this end. At the direction of Settlement Class Counsel, taxes or estimated taxes shall be paid on any income earned on the funds in the Escrow Account, whether or not final approval has occurred, as provided in Paragraph 5, above. For purposes of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “Administrator” of the Escrow Account shall be the Claims Administrator, who shall timely and properly file or cause to be filed on a timely basis, all tax returns necessary or advisable with respect to the Escrow Account (including without limitation all income tax returns, all informational returns, and all returns described in Treas. Reg. § 1.468B-2(1)).

c. All payments into the Escrow Account, including Defendants’ Payment, and each portion thereof, and any income earned thereon, shall, at the direction of Settlement Class Counsel, be invested in instruments or accounts backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including U.S. Treasury Bills, U.S. Treasury Money Market Funds, or a bank account insured by the Federal Deposit Insurance Corporation (“FDIC”) up to the guaranteed FDIC limit. Any interest earned on any of the foregoing shall become part of the UFC Settlement Fund. Defendants shall have no responsibility for, or liability in connection with, the UFC Settlement Fund or the Escrow Account, including, without limitation, the investment, administration, maintenance, or distribution thereof.

d. All funds held in the Escrow Account shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as the UFC Settlement Fund shall be distributed pursuant to this Settlement and/or order(s) of the Court.

e. The Claims Administrator, as administrator of the UFC Settlement Fund, shall report to each Settlement Class Member and all applicable taxing authorities, to the extent

required by law, under the Settlement Class Member's name and U.S. federal taxpayer identification number on IRS Forms 1099, 1042-S, or other applicable forms, and such payments shall be made without deduction for taxes and withholdings, except as required by law, as determined by the Claims Administrator.

f. The Claims Administrator shall be responsible for procuring any required tax forms from Settlement Class Members before making any payments or distributions to such Settlement Class Members.

g. For avoidance of doubt, Defendants, Defendants' Counsel, Plaintiffs, and Settlement Class Counsel shall have no liability, obligation, or responsibility whatsoever for tax obligations arising from payments to any Settlement Class Member or based on the activities and income of the UFC Settlement Fund. The UFC Settlement Fund shall be solely responsible for its tax obligations. Settlement Class Counsel shall be solely responsible for their own tax obligations.

h. Plaintiffs, individually and on behalf of the Settlement Classes, and Settlement Class Counsel represent and agree that Settlement Class Counsel have not provided any advice as to the taxability of payments received pursuant to this Settlement.

9. Settlement Class Counsel's Fee and Expense Award, and Service Awards for Class Representatives.

a. Reasonable disbursements for (a) Notice Expenses, (b) reasonable expenses for maintaining and administering the UFC Settlement Fund, (c) reasonable expenses associated with developing, preparing, and implementing the Plan of Allocation, and (d) taxes and reasonable expenses incurred in connection with taxation matters may be paid out of the Escrow Account without approval from the Court and shall not be refundable to Defendants in the event the Settlement is disapproved, rescinded, or otherwise fails to become effective or final, to the extent such expenses have actually been expended or incurred. No other disbursement from or distribution of the UFC Settlement Fund shall be made without prior approval of the Court.

b. If this Settlement does not become final within the meaning of Paragraph 4, then all amounts paid by Defendants into the UFC Settlement Fund (other than costs expended or incurred in accordance with Paragraph 9(a)) shall be returned to Defendants from the Escrow Account, along with any interest accrued thereon, within thirty (30) calendar days of the Court's denial of final approval of the Settlement.

c. If this Settlement becomes final within the meaning of Paragraph 4: (1) the UFC Settlement Fund, net of any expenses incurred (as contemplated by this Settlement Agreement) and the Fee and Expense Award (the "Net UFC Settlement Fund"), shall be distributed in accordance with the Plan of Allocation, subject to approval by the Court; (2) no Releasee shall have any responsibility, financial obligation, or liability whatsoever with respect to the investment, distribution, or administration of the UFC Settlement Fund, including, but not limited to, the costs and expenses of such investment, distribution, or administration; and (3) Defendants shall have no reversionary interest in any of the UFC Settlement Fund or interest thereon, which interest shall be for the benefit of the Settlement Classes and Settlement Class Counsel. Subject to Court approval, Settlement Class Counsel shall be reimbursed and paid solely out of the UFC Settlement Fund for all past, current, or future litigation costs and expenses and any award of attorneys' fees, as part of any Fee and Expense Award. Service awards to the Plaintiffs, if approved by the Court, will be paid solely out of the UFC Settlement Fund.

d. Subject to the posting of appropriate security for any funds paid under this paragraph and Court approval, the Fee and Expense Award shall be payable from the UFC Settlement Fund, notwithstanding the existence of any timely-filed objections thereto, or potential appeal therefrom, or collateral attack on the Settlement or any part thereof, including on the Fee and Expense Award, subject to Settlement Class Counsel's obligation to make

appropriate refunds or repayments to the UFC Settlement Fund, if and when, as a result of any appeal or further proceedings on remand, or successful collateral attack, the Fee and Expense Award is reduced or reversed, or in the event the Settlement does not become final or is rescinded or otherwise fails to become effective. Settlement Class Counsel shall provide an assurance from a financial institution that such refunds to the Settlement Fund will be made in the event that Settlement Class Counsel defaults on any obligation under this paragraph. If the provisions of this paragraph are followed, Defendants shall not object to such disbursements to Settlement Class Counsel.

e. The procedure for and the allowance or disallowance by the Court of the Fee and Expense Award, and service awards for class representatives to be paid out of the UFC Settlement Fund, are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement, and any order or proceeding relating to the Fee and Expense Award, or service awards, or any appeal from any such order shall not in itself operate to terminate or cancel this Settlement.

10. Rescission

a. If the Court refuses to approve this Settlement or any part hereof, including if the Court does not certify the Settlement Classes in accordance with the Settlement Class definitions set forth in this Settlement, or if such approval is modified or set aside on appeal, or if the Court does not enter the final judgment provided for in Paragraph 4 of this Settlement, or if the Court enters the final judgment and appellate review is sought, and on such review, such final judgment is not affirmed in its entirety, then Defendants and Plaintiffs shall each, in their/his sole discretion, have the option to rescind this Settlement in its entirety within thirty (30) calendar days of the entry into the docket of the Court of the relevant court decision. Written notice of the

exercise of any such right to rescind shall be made according to the terms of Paragraph 12(g).

b. In the event that this Settlement does not become final as set forth in Paragraph 4, or this Settlement otherwise is terminated, then this Settlement shall be of no force or effect and any and all parts of the UFC Settlement Fund remaining in the Escrow Account (including interest earned thereon), shall be returned to Defendants within thirty (30) calendar days. For the avoidance of doubt, the full portion of the UFC Settlement Fund that Defendants have funded, less only disbursements made in accordance with Paragraph 9(a), plus any accrued interest, shall be so returnable. Defendants and Plaintiffs expressly reserve all their respective claims, rights, and defenses in both Actions if this Settlement does not become final.

c. Defendants shall also have the option to rescind the Settlement should the requirements of the Confidential Supplement, which are expressly incorporated as if set forth herein, be satisfied.

11. Released Claims and Covenant Not to Sue.

a. “Released Claims” means any and all known and unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights or recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature—including without limitation any and all actual or potential actions, losses, judgments, fines, debts, liabilities (including joint and several), liens, causes of action, demands, rights, damages, penalties, punitive damages, costs, expenses (including attorneys’ fees and legal expenses), indemnification claims, contribution claims, obligations, compensation, and claims for damages or for equitable or injunctive relief of any nature (including but not limited to antitrust, RICO, contract, tort, conspiracy, unfair competition, or unfair trade practice claims)—known or unknown, suspected or unsuspected, asserted or unasserted, direct or derivative, based upon, arising from, or relating

to: (i) the factual predicates of the *Le* Action or the *Johnson* Action, or any complaint or pleading therein from the beginning of time until final approval of this Settlement Agreement, including any contracts, mergers, acquisitions, transactions, or any business practices of any kind employed or executed by Defendants or their affiliates or assigns; or (ii) any issue raised in the *Le* Action or *Johnson* Action by pleading or motion. For clarity, Released Claims include, but are not limited to, claims that arise after the Execution Date to the extent they involve a continuation of some or all of the conduct or issues set forth in 11(a)(i) and (ii) herein. Released Claims shall not include: (a) claims arising in the ordinary course of business, such as, and without limitation, contract disputes or negligence claims, or (b) claims to enforce this Settlement Agreement.

b. In addition to the effect of any final judgment entered in accordance with this Settlement Agreement, upon the Effective Date, and in consideration of Defendants' Payment into the UFC Settlement Fund, and for other valuable consideration, the Releasors shall be deemed to have, and by operation of the Final Judgment and Order of Dismissal shall have fully, finally, and forever released, relinquished, and discharged all Released Claims against any and all of the Releasees. The Settling Parties intend that the releases in this Settlement Agreement shall be interpreted and enforced broadly and to the fullest extent permitted by law. Each Releasor shall be deemed to have released all Released Claims against the Releasees regardless of whether any such Releasor ever seeks or obtains by any means, including without limitation through the claim process, any distribution from the UFC Settlement Fund, unless such Releasor opts out in writing pursuant to the Notice Plan approved by the Court. Plaintiffs, Nathan Quarry, and Defendants acknowledge, and Settlement Class Members shall be deemed by operation of any Final Judgment and Order of Dismissal to have acknowledged, that the foregoing waivers and releases were separately bargained for and a key element of this Settlement Agreement, of which these releases are part.

c. All Releasors also covenant not to sue any Releasee with respect to any Released Claim, and agree that all Releasors shall be permanently barred and enjoined from commencing, maintaining, or prosecuting, any action, suit, proceeding, or claim in any court, tribunal,

administrative agency, regulatory body, arbitrator, or other body in any jurisdiction against any Releasee based in whole or in part upon, arising out of, or in any way connected or related to any Released Claim.

d. Each Releasor may hereafter discover facts other than or different from those in which he, she, or it believes to be true with respect to the claims which are the subject matter of the provisions of this Paragraph 11. Nevertheless, each Releasor hereby expressly waives and fully, finally, and forever settles and releases, upon final approval of this Settlement Agreement, any known or unknown, suspected or unsuspected, contingent or non-contingent claim with respect to the subject matter of the provisions of this Paragraph 11, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

e. In addition to the provisions of this Paragraph 11, Releasors expressly waive and release, upon final approval of this Settlement Agreement, any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST 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;

or by any law of any state or territory of the U.S., or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code.

f. Each Releasor shall look solely to the Plan of Allocation and UFC Settlement Fund as deposited in the Escrow Account for settlement and satisfaction, as provided here, of all Released Claims for any form of monetary compensation or relief (including attorneys' fees and costs). Except as provided by order of the Court pursuant to this Settlement Agreement, no Settlement Class Member or Nathan Quarry shall have any interest in the Escrow Account or the UFC Settlement Fund deposited therein, or any portion thereof.

g. Notwithstanding any other provision of this Settlement Agreement, nothing in this Settlement Agreement will prevent Releasees from pleading this Settlement Agreement as a full and complete defense to any action, suit, or other proceeding that has been or may be instituted, prosecuted, or attempted with respect to any of the Released Claims and may be filed, offered, and received into evidence, and otherwise used for such defense.

12. Miscellaneous.

a. This Settlement shall be governed by and interpreted according to the substantive laws of the state of Nevada without regard to its choice of law or conflict of laws principles. Defendants will not object to complying with any of the provisions outlined in this Settlement on the basis of jurisdiction.

b. The United States District Court for the District of Nevada shall retain jurisdiction over the implementation, interpretation, enforcement, and performance of this Settlement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to the Settlement or the applicability of the Settlement that cannot be resolved by negotiation and agreement by Plaintiffs and the Settlement Classes and Defendants, including challenges to the reasonableness of any of the Settling Parties' actions.

c. This Settlement constitutes the entire, complete, and integrated agreement among Plaintiffs and the Settlement Classes and Defendants pertaining to the Settlement, and supersedes all prior and contemporaneous undertakings, communications, representations, understandings, negotiations, and discussions, either oral or written, between Plaintiffs and Defendants in connection herewith. This Settlement may not be modified or amended except in writing executed by Plaintiffs and Defendants, by their respective counsel, and approved by the Court.

d. This Settlement shall be binding upon, and inure to the benefit of, the successors and assigns of Plaintiffs, Settlement Class Members who do not timely and validly opt out, and Defendants. Without limiting the generality of the foregoing, upon final approval of this Settlement, each and every covenant and agreement made herein by Plaintiffs or Settlement Class Counsel shall be binding upon all Settlement Class Members who do not timely and

validly opt out and all Releasors. To the extent not parties to this Settlement, the Releasees are intended by the Settling Parties to be third-party beneficiaries of this Settlement and are authorized to enforce its terms as applicable to them.

e. This Settlement may be executed in counterparts, and a facsimile or other electronic signature shall be deemed an original signature for purposes of executing this Settlement.

f. No Settling Party shall be considered to be the drafter of the Settlement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of the Settlement.

g. All notices or communications by any Settling Party intended for any other Settling Party related to this Settlement shall be in writing. Each such notice or communication shall be given either by: (a) hand delivery; (b) registered or certified mail, return receipt requested, postage pre-paid; (c) Federal Express or similar overnight courier; or (d) electronic mail, and, in the case of either (a), (b), (c), or (d) shall be addressed as follows:

If directed to Plaintiffs, the Settlement Classes, or any member of the Settlement Classes, to:

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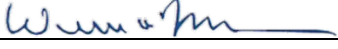
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h. The Settling Parties agree that any formal written public statement by Representative Plaintiffs or Defendants (or their respective counsel, representatives, or agents) concerning this Settlement, including the content of all website postings and formal written communications to public-facing third parties, must be mutually agreed upon in advance. The Settling Parties shall use best efforts to give each other at least two (2) business days' notice of any such draft formal written public statement, and work in good faith to incorporate any comments from the other before publishing it. In the event such prior notice is not practicable, the Settling Party shall contact the other Settling Party's designee as early as possible regarding the formal written public statement and shall rely upon previously agreed-upon materials to the extent practicable. This provision (1) shall not prevent Representative Plaintiffs or Defendants

from answering questions from the press or Settlement Class Members truthfully about the Settlement; and (2) shall expire two months after the Court's order finally approving the Settlement or if the Settlement is terminated by its terms. Defendants shall be entitled to make such disclosures to their investors, employees, auditors, and regulatory bodies of this Agreement as they, in their sole discretion, determine are appropriate. Nothing in this paragraph shall limit the communications Defendants may have with third parties regarding the operations of their businesses under the terms of this Settlement Agreement. This provision does not apply to statements made in judicial filings necessary to obtain preliminary Court approval of the Settlement or effectuate the Notice Plan approved by the Court.


i. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, the Settlement subject to Court approval, on behalf of the indicated parties.

DATED: April 24, 2024

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Exhibit A

CUSTODIAN/ESCROW AGREEMENT

This Custodian/Escrow Agreement dated April 23, 2024, is made among Berger Montague PC, Cohen Milstein Sellers & Toll PLLC, and Joseph Saveri Law Firm, LLP (“Co-Lead Class Counsel”), and **THE HUNTINGTON NATIONAL BANK**, as Custodian/Escrow agent (“Custodian/Escrow Agent”).

Recitals

A. This Custodian/Escrow Agreement governs the deposit, investment and disbursement of the settlement funds that, pursuant to the Settlement (the “Settlement Agreement”), dated April 23, 2024, attached hereto as Exhibit A, entered into by, among others, Co-Lead Class Counsel, on behalf of the Plaintiffs, the *Le* Class, and the *Johnson* Settlement Class, will be paid to settle the class action captioned *Le, et al. v. Zuffa, LLC*, No. 2:15-cv-1045 (D. Nev.) and *Johnson, et al. v. Zuffa, LLC, et al.*, No. 2:21-cv-1189 (D. Nev.) (together, the “Actions”), pending in the United States District Court for the District of Nevada (the “Court”).

B. Pursuant to the terms of the Settlement Agreement, the Defendants have agreed to pay or cause to be paid the total amount of \$335 million in cash (“Defendants’ Payment”) in settlement of the claims Plaintiffs brought against the Defendants in the Actions.

C. Defendants’ Payment and any interest accrued thereon (the “UFC Settlement Fund”), is to be deposited into the “Custodian/Escrow Account” and used to satisfy payments to authorized claimants to the UFC Settlement Fund, payments for any Fee and Expense Award, payments for tax liabilities, and other costs pursuant to the terms of the Settlement Agreement or as ordered by the Court.

D. Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Settlement Agreement.

Agreement

1. Appointment of Custodian/Escrow Agent. The Custodian/Escrow Agent is hereby appointed to receive and deposit the Defendants’ Payment and disburse the UFC Settlement Fund upon the terms and conditions provided in this Custodian/Escrow Agreement, the Settlement Agreement and any other exhibits or schedules later annexed hereto and made a part hereof.

2. The Custodian/Escrow Account. The Custodian/Escrow Agent shall establish and maintain one or more Custodian/Escrow accounts titled as UFC Antitrust Settlement Fund (the “Custodian/Escrow Account”). Pursuant to the Settlement Agreement, the Defendants shall cause the Defendants’ Payment to be deposited into the Custodian/Escrow Account pursuant to the following payment schedule:

- i. \$100 million will be paid into an interest-bearing escrow account for the benefit of the Settlement Classes three (3) business days after entry of the Court's Order Preliminarily approving the Settlement;
- ii. \$100 million will be paid into an interest-bearing escrow account for the benefit of the Settlement Classes three (3) first business days after the Court's Order finally approving the Settlement, or November 1, 2024, whichever comes later;
- iii. \$135 million will be paid into an interest-bearing escrow account for the benefit of the Settlement Classes no later than April 1, 2025.

Custodian/Escrow Agent shall receive Defendants' Payment into the Custodian/Escrow Account; the Defendants' Payment and all interest accrued thereon shall be referred to herein as the "UFC Settlement Fund." The UFC Settlement Fund shall be held and invested on the terms and subject to the limitations set forth herein and shall be released by Custodian/Escrow Agent in accordance with the terms and conditions hereinafter set forth and set forth in the Settlement Agreement and in orders of the Court approving the disbursement of the UFC Settlement Fund.

3. Investment of Settlement Fund. At the written direction of Co-Lead Class Counsel, Custodian/Escrow Agent shall invest the Settlement Fund exclusively in instruments or accounts backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including a U.S. Treasury Fund or a bank account that is either (a) fully insured by the Federal Deposit Insurance Corporation ("FDIC") or (b) secured by instruments backed by the full faith and credit of the United States Government. Defendants shall not bear any responsibility for or liability related to the investment of the Settlement Fund by the Custodian/Escrow Agent.

4. Custodian/Escrow Funds Subject to Jurisdiction of the Court. The UFC Settlement Fund shall remain subject to the jurisdiction of the Court until such time as the UFC Settlement Fund shall be distributed, pursuant to the Settlement Agreement and on further order(s) of the Court.

5. Tax Treatment & Report. The UFC Settlement Fund shall be treated at all times as a "Qualified Settlement Fund" within the meaning of Treasury Regulation §1.468B-1. Co-Lead Class Counsel and, as required by law, the Defendants, shall jointly and timely make such elections as necessary or advisable to fulfill the requirements of such Treasury Regulation, including the "relation-back election" under Treas. Reg. § 1.468B-1(j)(2) if necessary to the earliest permitted date. For purposes of §468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the "administrator" of the UFC Settlement Fund shall be Co-Lead Class Counsel. Co-Lead Class Counsel shall timely and properly prepare, deliver to all necessary parties for signature, and file all necessary documentation for any elections required under Treas. Reg. §1.468B-1. Co-Lead Class Counsel shall timely and properly prepare and file any informational and other tax returns necessary or advisable with respect to the UFC Settlement Fund and the distributions and payments therefrom

including without limitation the returns described in Treas. Reg. §1.468B-2(k), and to the extent applicable Treas. Reg. §1.468B-2(1).

6. Tax Payments of UFC Settlement Fund. All Taxes with respect to the UFC Settlement Fund, as more fully described in the Settlement Agreement, shall be treated as and considered to be a cost of administration of the UFC Settlement Fund and the Custodian/Escrow Agent shall timely pay such Taxes out of the UFC Settlement Fund without prior order of the Court, as directed by Co-Lead Class Counsel. Co-Lead Class Counsel shall be responsible for the timely and proper preparation and delivery of any necessary documentation for signature by all necessary parties, and the timely filing of all tax returns and other tax reports required by law. Co-Lead Class Counsel may engage an accounting firm or tax preparer to assist in the preparation of any tax reports or the calculation of any tax payments due as set forth in Sections 5 and 6, and the expense of such assistance shall be paid from the UFC Settlement Fund by the Custodian/Escrow Agent at Co-Lead Class Counsel's direction. The UFC Settlement Fund shall indemnify and hold the Defendants harmless for any taxes that may be deemed to be payable by the Defendants by reason of the income earned on the UFC Settlement Fund, and Custodian/Escrow Agent, as directed by Co-Lead Class Counsel, shall establish such reserves as are necessary to cover the tax liabilities of the UFC Settlement Fund and the indemnification obligations imposed by this paragraph. If the UFC Settlement Fund is returned to the Defendants pursuant to the terms of the Settlement Agreement, the Defendants shall provide Custodian/Escrow Agent with a properly completed Form W-9.

7. Disbursement Instructions

(a) Co-Lead Class Counsel may, without further order of the Court or authorization by the Defendants' Counsel, instruct Custodian/Escrow Agent to disburse the funds necessary to pay Notice Expenses.

(b) Disbursements other than those described in paragraph 7(a), including disbursements for distribution of UFC Settlement Fund, must be authorized by either (i) an order of the Court, or (ii) the written direction of Co-Lead Class Counsel Eric L. Cramer or Michael Dell'Angelo of Berger Montague PC, Benjamin Brown of Cohen Milstein Sellers & Toll PLLC, or Joseph Saveri of Joseph Saveri Law Firm, LLP.

(c) In the event funds transfer instructions are given (other than in writing at the time of execution of this Agreement), whether in writing, by facsimile, e-mail, telecopier or otherwise, Custodian/Escrow Agent will seek confirmation of such instructions by telephone call back when new wire instructions are established to the person or persons designated in subparagraphs (a) and (b) above only if it is reasonably necessary, and Custodian/Escrow Agent may rely upon the confirmations of anyone purporting to be the person or persons so designated. It will not be reasonably necessary to seek confirmation if Custodian/Escrow Agent receives written letters authorizing a disbursement from each of the law firms required in subparagraphs (a) and (b), as applicable, on their letterhead and signed by one of the persons designated in subparagraphs (a) and (b). To assure accuracy of the instructions it receives, Custodian/Escrow Agent may record such call backs. If Custodian/Escrow Agent is unable to verify the instructions, or is not satisfied with the verification it receives, it shall not execute the

instruction until all issues have been resolved. The persons and telephone numbers for call backs may be validly changed only in a writing that (i) is signed by the party changing its notice designations, and (ii) is received and acknowledged by Custodian/Escrow Agent. Co-Lead Class Counsel will notify Custodian/Escrow Agent of any errors, delays, or other problems within 30 days after receiving notification that a transaction has been executed. If it is determined that the transaction was delayed or erroneously executed as a result of Custodian/Escrow Agent's error, Custodian/Escrow Agent's sole obligation is to pay or refund the amount of such error and any amounts as may be required by applicable law. Any claim for interest payable will be at the then-published rate for United States Treasury Bills having a maturity of 91 days.

(d) The Custodian/Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Custodian/Escrow Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The party providing electronic instructions agrees; (i) to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Custodian/Escrow Agent, including, without limitation, the risk of the Custodian/Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Custodian/Escrow Agent and that there may be more secure methods of transmitting instructions than the method(s) selected by the Custodian/Escrow Agent; and (iii) that the security procedures (if any) to be followed in connection with its transmission of instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances.

8. Termination of Settlement. If the Settlement Agreement terminates in accordance with its terms, Co-Lead Class Counsel shall notify Custodian/Escrow Agent of the termination of the Settlement Agreement. Upon such notification, the balance of the UFC Settlement Fund, together with any interest earned thereon, less any Notice Expenses paid and actually incurred in accordance with the terms of the Settlement Agreement but not yet paid, and any unpaid Taxes due, as determined by Co-Lead Class Counsel and the Defendants, shall be returned to the Defendants in accordance with instruction from the Co-Lead Class Counsel.

9. Fees. The Custodian/Escrow Agent shall be entitled to compensation for its services as stated in the fee schedule attached as Exhibit B. All fees and expenses of Custodian/Escrow Agent shall be paid solely from the Settlement Fund. The Custodian/Escrow Agent may pay itself such fees from the Settlement Fund only after such fees have been approved for payment by Co-Lead Class Counsel. If Custodian/Escrow Agent is asked to provide additional services, such as the preparation and administration of payments to claimants authorized by the Court approved Allocation Plan, a separate agreement and fee schedule will be entered into.

10. Duties, Liabilities and Rights of Custodian/Escrow Agent. This Custodian/Escrow Agreement sets forth all of the obligations of Custodian/Escrow Agent, and no additional obligations shall be implied from the terms of this Custodian/Escrow Agreement or any other agreement, instrument or document.

(a) Custodian/Escrow Agent may act in reliance upon any instructions, notice, certification, demand, consent, authorization, receipt, power of attorney or other writing delivered to it by Co-Lead Class Counsel, as provided herein, without being required to determine the authenticity or validity thereof or the correctness of any fact stated therein, the propriety or validity of the service thereof, or the jurisdiction of the court issuing any judgment or order. Custodian/Escrow Agent may act in reliance upon any signature which is reasonably believed by it to be genuine and may assume that such person has been properly authorized to do so.

(b) Custodian/Escrow Agent may consult with legal counsel of its selection in the event of any dispute or question as to the meaning or construction of any of the provisions hereof or its duties hereunder, and it shall incur no liability and shall be fully protected to the extent Custodian/Escrow Agent acts in accordance with the reasonable opinion and instructions of counsel. Custodian/Escrow Agent shall have the right to reimburse itself for reasonable legal fees and reasonable and necessary disbursements and expenses actually incurred from the Custodian/Escrow Account only (i) upon approval by Co-Lead Class Counsel or (ii) pursuant to an order of the Court.

(c) The Custodian/Escrow Agent, or any of its affiliates, is authorized to manage, advise, or service any money market mutual funds in which any portion of the UFC Settlement Fund may be invested.

(d) Custodian/Escrow Agent is authorized to hold any treasuries held hereunder in its federal reserve account.

(e) Custodian/Escrow Agent shall not bear any risks related to the investment of the Settlement Fund in accordance with the provisions of paragraph 3 of this Custodian/Escrow Agreement. The Custodian/Escrow Agent will be indemnified by the UFC Settlement Fund, and held harmless against, any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities and expenses (including reasonable legal fees and expenses of attorneys chosen by the Custodian/Escrow Agent) as and when incurred, arising out of or based upon any act, omission, alleged act or alleged omission by the Custodian/Escrow Agent or any other cause, in any case in connection with the acceptance of, or performance or non-performance by the Custodian/Escrow Agent of, any of the Custodian/Escrow Agent's duties under this Custodian/Escrow Agreement, except as a result of the Custodian/Escrow Agent's bad faith, willful misconduct or gross negligence.

(f) Upon distribution of all of the funds in the Custodian/Escrow Account pursuant to the terms of this Custodian/Escrow Agreement and any orders of the Court, Custodian/Escrow Agent shall be relieved of any and all further obligations and released from any and all liability under this Custodian/Escrow Agreement, except as otherwise specifically set forth herein.

(g) In the event any dispute shall arise between the parties with respect to the disposition or disbursement of any of the assets held hereunder, the Custodian/Escrow Agent shall be permitted to interplead all of the assets held hereunder into a court of competent jurisdiction, and thereafter be fully relieved from any and all liability or obligation with respect

to such interpleaded assets. The parties further agree to pursue any redress or recourse in connection with such a dispute, without making the Custodian/Escrow Agent a party to same.

11. Non-Assignability by Custodian/Escrow Agent. Custodian/Escrow Agent's rights, duties and obligations hereunder may not be assigned or assumed without the written consent of Co-Lead Class Counsel.

12. Resignation of Custodian/Escrow Agent. Custodian/Escrow Agent may, in its sole discretion, resign and terminate its position hereunder at any time following 120 days prior written notice to the parties to the Custodian/Escrow Agreement herein. On the effective date of such resignation, Custodian/Escrow Agent shall deliver this Custodian/Escrow Agreement together with any and all related instruments or documents and all funds in the Custodian/Escrow Account to the successor Custodian/Escrow Agent, subject to this Custodian/Escrow Agreement. If a successor Custodian/Escrow Agent has not been appointed prior to the expiration of 120 days following the date of the notice of such resignation, then Custodian/Escrow Agent may petition the Court for the appointment of a successor Custodian/Escrow Agent, or other appropriate relief. Any such resulting appointment shall be binding upon all of the parties to this Custodian/Escrow Agreement.

13. Notices. Notice to the parties hereto shall be in writing and delivered by hand-delivery, facsimile, electronic mail or overnight courier service, addressed as follows:

If to Co-Lead Class
Counsel:

Eric L. Cramer
BERGER MONTAGUE PC
1818 Market St., Suite 3600
Philadelphia, PA 19103
Telephone: (215) 875-3009
ecramer@bm.net

Benjamin Brown
COHEN MILSTEIN SELLERS & TOLL PLLC
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bbrown@cohenmilstein.com

Joseph R. Saveri
JOSEPH SAVERI LAW FIRM, LLP
601 California St., Suite 1000
San Francisco, CA 94108
Telephone: (415) 500-6800
jsaveri@saverilawfirm.com

If to Custodian/Escrow Agent: THE HUNTINGTON NATIONAL BANK
Liz Lambert, Senior Managing Director
2 Great Valley Parkway, Suite 300
Malvern, PA 19355
Telephone: (215) 756-1962
E-mail: liz.lambert@huntington.com

Susan Brizendine, Trust Officer
Huntington National Bank
7 Easton Oval – EA5W63
Columbus, Ohio 43219
Telephone: (614) 331-9804
E-mail: susan.brizendine@huntington.com

14. Patriot Act Warranties. Section 326 of the USA Patriot Act (Title III of Pub. L. 107-56), as amended, modified or supplemented from time to time (the “Patriot Act”), requires financial institutions to obtain, verify and record information that identifies each person or legal entity that opens an account (the “Identification Information”). The parties to this Custodian/Escrow Agreement agree that they will provide the Custodian/Escrow Agent with such Identification Information as the Custodian/Escrow Agent may request in order for the Custodian/Escrow Agent to satisfy the requirements of the Patriot Act.

15. Entire Agreement. This Custodian/Escrow Agreement, including all Schedules and Exhibits hereto, constitutes the entire agreement and understanding of the parties hereto. Any modification of this Custodian/Escrow Agreement or any additional obligations assumed by any party hereto shall be binding only if evidenced by a writing signed by each of the parties hereto. To the extent this Custodian/Escrow Agreement conflicts in any way with the Settlement Agreement, the provisions of the Settlement Agreement shall govern.

16. Governing Law. This Custodian/Escrow Agreement shall be governed by the law of the State of Ohio in all respects. The parties hereto submit to the jurisdiction of the Court, in connection with any proceedings commenced regarding this Custodian/Escrow Agreement, including, but not limited to, any interpleader proceeding or proceeding Custodian/Escrow Agent may commence pursuant to this Custodian/Escrow Agreement for the appointment of a successor Custodian/Escrow agent, and all parties hereto submit to the jurisdiction of such Court for the determination of all issues in such proceedings, without regard to any principles of conflicts of laws, and irrevocably waive any objection to venue or inconvenient forum.

17. Termination of Custodian/Escrow Account. The Custodian/Escrow Account will terminate after all funds deposited in it, together with all interest earned thereon, are disbursed in accordance with the provisions of the Settlement Agreement and this Custodian/Escrow Agreement.

18. Miscellaneous Provisions.

(a) Counterparts. This Custodian/Escrow Agreement may be executed in one or more counterparts, each of which counterparts shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Custodian/Escrow Agreement.

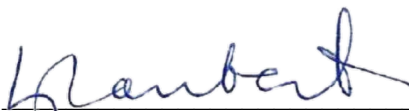
(b) Further Cooperation. The parties hereto agree to do such further acts and things and to execute and deliver such other documents as Custodian/Escrow Agent may request from time to time in connection with the administration, maintenance, enforcement or adjudication of this Custodian/Escrow Agreement in order (a) to give Custodian/Escrow Agent confirmation and assurance of Custodian/Escrow Agent's rights, powers, privileges, remedies and interests under this Agreement and applicable law, (b) to better enable Custodian/Escrow Agent to exercise any such right, power, privilege or remedy, or (c) to otherwise effectuate the purpose and the terms and provisions of this Custodian/Escrow Agreement, each in such form and substance as may be acceptable to Custodian/Escrow Agent.

(c) Electronic Signatures. The parties agree that the electronic signature (provided by the electronic signing service DocuSign initiated by the Custodian/Escrow Agent) of a party to this Custodian/Escrow Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Custodian/Escrow Agreement. The parties agree that any electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files.

(d) Non-Waiver. The failure of any of the parties hereto to enforce any provision hereof on any occasion shall not be deemed to be a waiver of any preceding or succeeding breach of such provision or any other provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

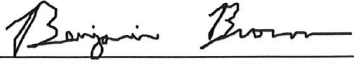
THE HUNTINGTON NATIONAL BANK, as Custodian/Escrow Agent

By: 
Liz Lambert, Senior Managing Director

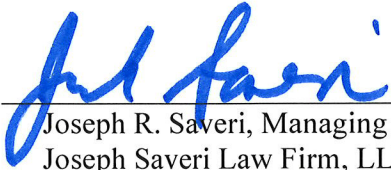
Co-Lead Class Counsel



By: _____
Eric L. Cramer, Chairman
Berger Montague PC



By: _____
Benjamin Brown, Managing Partner
Cohen Milstein Sellers & Toll PLLC



By: _____
Joseph R. Saveri, Managing Partner
Joseph Saveri Law Firm, LLP

Exhibit A

Settlement Agreement

Exhibit B

Fees of Custodian/Escrow Agent

Acceptance Fee:

Waived

The Acceptance Fee includes the review of the Custodian/Escrow Agreement, acceptance of the role as Custodian/Escrow Agent, establishment of Custodian/Escrow Account(s), and receipt of funds.

Annual Administration Fee:

Waived

The Annual Administration Fee includes the performance of administrative duties associated with the Custodian/Escrow Account including daily account management, generation of account statements to appropriate parties, and disbursement of funds in accordance with the Custodian/Escrow Agreement. Administration Fees are payable annually in advance without proration for partial years.

Out of Pocket Expenses:

Waived

Out of pocket expenses include postage, courier, overnight mail, wire transfer, and travel fees.

EXHIBIT 2

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA

<p>Cung Le, Nathan Quarry, Jon Fitch, Brandon Vera, Luis Javier Vazquez, and Kyle Kingsbury, on behalf of themselves and all others similarly situated,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>Zuffa, LLC, d/b/a Ultimate Fighting Championship and UFC,</p> <p style="text-align: center;">Defendant.</p>	<p>No.: 2:15-cv-01045-RFB-BNW</p>
<p>Kajan Johnson, Clarence Dollaway, and Tristan Connelly, on behalf of themselves and all others similarly situated,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">vs.</p> <p>Zuffa, LLC, TKO Operating Company, LLC f/k/a Zuffa Parent LLC (d/b/a Ultimate Fighting Championship and UFC) and Endeavor Group Holdings, Inc.,</p> <p style="text-align: center;">Defendants.</p>	<p>No.: 2:21-cv-1189-RFB BNW</p>

**DECLARATION OF PROFESSOR ERIC A. POSNER IN SUPPORT
OF PLAINTIFFS’ MOTION FOR PRELIMINARY APPROVAL OF THE
SETTLEMENT IN BOTH ABOVE-CAPTIONED MATTERS**

I. INTRODUCTION

1. I have been asked by the plaintiffs in the above-captioned cases to provide context for the proposed class settlement by explaining the litigation risks faced by plaintiffs when they filed their claim and the significance of the settlement for enforcement of the antitrust laws. My understanding is that the plaintiffs settled these cases for \$335 million in addition to certain prospective relief relating to the challenged practices. Below, I explain that antitrust claims

against employers for anticompetitive behavior in labor markets are relatively rare and difficult in comparison to other types of antitrust claims, and that labor-side section 2 claims of this type have been vanishingly rare. As far as I have discovered in my research, *Le v. Zuffa* is the first such claim ever to survive summary judgment, reach class certification, or even survive a motion to dismiss. The settlement will encourage more plaintiffs to bring cases to enforce an important but neglected policy embodied in the antitrust laws—that of ensuring that labor markets, and not just product markets, are competitive.

II. QUALIFICATIONS

2. I am the Kirkland and Ellis Distinguished Service Professor at the University of Chicago Law School. Before joining the Chicago faculty in 1998, I taught at the University of Pennsylvania Law School. I was educated at Yale College and Harvard Law School.

3. I have extensive academic experience and expertise in antitrust law and its application to labor markets. I have taught classes, given lectures, and written frequently about this topic. In addition to numerous articles on antitrust in labor markets in academic journals, I published a book on the topic in 2021 entitled *How Antitrust Failed Workers* (Oxford University Press).

4. I worked on labor and antitrust issues while serving as Counsel to the Assistant Attorney General of the Antitrust Division in the Department of Justice from 2022 to 2023.

5. I have substantial practical experience in antitrust law. From 2010 to 2016, I was counsel at Boies, Schiller, and Flexner, where I participated in antitrust cases.¹ From 2018 to

¹ I recently learned that Boies, Schiller, and Flexner represented Zuffa in this matter during my final years as counsel to the firm. I did not play any role in that litigation and, indeed, I was unaware of the representation at the time.

2022 and from February 2024 to the present, I have been counsel at MoloLamken, where I have litigated antitrust cases. I am a member of the bar of the states of Illinois and Maryland.

6. I have testified or made presentations on the application of antitrust law to labor markets before the Committee on the Judiciary, Subcommittee on Antitrust, Commercial, and Administrative Law, U.S. House of Representatives; the Federal Trade Commission; the Department of Justice; the National Association of Attorneys General; and various practitioner and academic groups.

7. I am a member of the American Academy of Arts and Sciences and the Council of the American Law Institute.

8. My most recent curriculum vitae is appended to this report.

III. ANALYSIS

A. Background on Labor Antitrust

9. While the Supreme Court has recognized that antitrust law protects workers from anticompetitive behavior since the 1920s, “labor-side” antitrust cases or “labor antitrust” cases, as they are sometimes called, have been rare.² In *Anderson v. Shipowners Association*, the Court held that employees of ship transport companies could bring an antitrust claim against those companies for fixing wages and agreeing not to poach workers.³ In 2021, in *NCAA v. Alston*, the Court held that student athletes may bring antitrust claims against universities that bought their

² I use the terms “labor-side antitrust” or “labor antitrust” to refer to antitrust cases in which employees or independent contractors allege that a firm has engaged in anticompetitive actions in a labor market in violation of the antitrust laws. To avoid confusion, I will use the term “worker” to refer to individuals who supply labor to a firm in return for compensation, regardless of whether they are formally classified as employees or independent contractors.

³ *Anderson v. Shipowners Ass’n*, 272 U.S. 359 (1926).

labor.⁴ Along the way, various lower courts also recognized labor-side antitrust claims.⁵ But such cases have always been rare. One reason for the relative sparsity of such claims is that, historically, economists and antitrust experts have generally assumed that labor markets were competitive. In addition, labor advocates may have believed that unions should take the lead in protecting workers from abusive employment conditions.⁶

10. Developments over the last fifteen years have shattered these assumptions.

11. First, as employment data became more available and statistical methods improved, economists learned that labor markets are in fact often highly concentrated.⁷ For example, one prominent study found that 60% of labor markets have HHIs greater than 2,500, and a quarter of labor markets have HHIs greater than 7,200—in the latter case, implying thousands of firms that employ more than 80% of the workers in a labor market.⁸ Labor markets are also frequently burdened by employer-imposed restraints on labor market competition, including no-poach agreements and covenants not to compete.⁹ Recent studies have found that hundreds of franchises used no-poach agreements to restrict mobility of their workers among

⁴ *Nat'l Collegiate Athletic Ass'n v. Alston*, 141 S. Ct. 2141 (2021).

⁵ See, e.g., *Todd v. Exxon Corp.*, 275 F.3d 191 (2d Cir. 2001).

⁶ ERIC A. POSNER, HOW ANTITRUST FAILED WORKERS (2021); Eric A. Posner, *The New Labor Antitrust*, ANTITRUST L.J. (forthcoming, 2024), https://papers.ssrn.com/sol3/papers.cfm?abstract_id=4575258.

⁷ See, e.g., José Azar, Ioana Marinescu, & Marshall Steinbaum, *Labor Market Concentration*, 57 J. HUM. RES. S167 (2022); David Berger, Kyle Herkenhoff, & Simon Mongey, *Labor Market Power*, 112 AM. ECON. REV. 1147 (2022).

⁸ See José Azar, Ioana Marinescu, Marshall Steinbaum, & Bledi Taska, *Concentration in US Labor Markets: Evidence from Online Vacancy Data*, 66 LABOR. ECON. 1018 (2020).

⁹ See Alan B. Krueger & Orley Ashenfelter, *Theory and Evidence on Employer Collusion in the Franchise Sector*, 57 J. HUM. RES. S324 (2022); Evan Starr, *Consider This: Training, Wages, and the Enforceability of Covenants Not to Compete*, 72 ILR REV. 783 (2019).

franchisees.¹⁰ Thousands of firms overuse covenants not to compete, which cover tens of millions of workers.¹¹

12. Second, whether or not unions adequately protected workers, union membership has declined significantly since the 1950s.¹² This has been due to a variety of factors out of the control of workers, including globalization, technological changes, the advance of union-busting strategies, the growing practice of characterizing workers as “independent contractors,” and changes in labor law.¹³ As a result, the vast majority of workers lack union representation.

13. Recent economic research has found that labor market concentration, mergers, no-poach agreements, covenants not to compete, and related restraints on labor market competition are responsible for a range of economic harms—including lower wages, lower economic output, reduced worker mobility, worse job conditions, and reduced innovation.¹⁴ Lower-income workers have been particularly hard-hit by employment restraints, which, in addition to being inefficient, transfer economic surplus from workers to usually wealthier shareholders and other

¹⁰ See, e.g., Brian Callaci, Matthew Gibson, Sergio Pinto, Marshall Steinbaum, & Matthew Walsh, *The Effect of No-poaching Restrictions on Worker Earnings in Franchised Industries* (July 2023), ssrn.com/abstract=4155577.

¹¹ Natarajan Balasubramanian, Evan Starr, & Shotaro Yamaguchi, *Employment Restrictions on Resource Transferability and Value Appropriation from Employees* (2023), papers.ssrn.com/abstract=3814403.

¹² Anna Stansbury & Lawrence H. Summers, *The Declining Worker Power Hypothesis: An Explanation for the Recent Evolution of the American Economy* (Nat’l Bureau of Econ. Rsch., Working Paper No. 27193, 2020).

¹³ See *id.*; Posner, *supra* note 6.

¹⁴ See, e.g., Elena Prager & Matt Schmitt, *Employer Consolidation and Wages: Evidence from Hospitals*, 111 AM. ECON. REV. 397 (2021) (mergers); Mark K. Meiselbach & Matthew D. Eisenberg, *Labor Market Concentration and Employee Health Benefits* (unpub., 2023), ssrn.com/abstract=4499203 (impact on health benefits). Additional sources are discussed in Posner, *New Labor Antitrust*, *supra* note 6.

owners of capital.¹⁵ While unions sometimes ameliorate these impacts, only six percent of private-sector employees are unionized.¹⁶

14. Taking note of these developments, the Department of Justice and the Federal Trade Commission ramped up enforcement of the antitrust laws in labor markets. They issued a Human Resources Guidance in 2016 that warned employers that no-poach agreements and other labor restraints were illegal and potentially criminal,¹⁷ updated the Merger Guidelines in 2023 to include a section laying out their approach to evaluating the labor market effects of mergers,¹⁸ began challenging mergers based on labor market effects,¹⁹ and initiated or intervened in labor-side antitrust litigation against employers.²⁰ The Department of Justice also brought several criminal cases,²¹ while the FTC recently issued a rule banning covenants not to compete and related anticompetitive employment restraints.²²

15. While this activity has raised the profile of employer abuse in labor markets and spurred private litigation, labor antitrust cases remain rare. There are three reasons for this. First,

¹⁵ Ihsaan Bassier, Arindrajit Dube, & Suresh Naidu, *Monopsony in Movers: The Elasticity of Labor Supply to Firm Wage Policies*, 57 J. HUM. RES. 50 (2022) (finding that monopsonistic competition is widespread even in low-wage, high-turnover sectors).

¹⁶ See Paul D. Romero & Julie M. Whittaker, *A Brief Examination of Union Membership Data*, Congressional Research Service Report No. R47596, June 16, 2023.

¹⁷ U.S. DEP'T OF JUST. & FED. TRADE COMM'N, ANTITRUST GUIDANCE FOR HUMAN RESOURCE PROFESSIONALS (2016).

¹⁸ U.S. DEP'T OF JUST. & FED. TRADE COMM'N, MERGER GUIDELINES (2023).

¹⁹ *United States v. Bertelsmann SE & Co. KGaA*, 646 F. Supp. 3d 1, 32 (D.D.C. 2022); *Fed. Trade Comm'n v. Kroger Co.*, No. 3:2024cv00347 (D. Or. filed Feb. 26, 2024).

²⁰ See, e.g., *Prudential Sec.*, FTC No. 2210026 (2023); *United States v. Cargill Meat Solutions Corp. et al.*, 2022 WL 3083615.

²¹ See, e.g., *United States v. Jindal*, No. 4:20-cr-00358, 2021 WL 5578687 (E.D. Tex. 2021).

²² FED. TRADE COMM'N, NON-COMPETE CLAUSE RULE, 89 FR 38342-01 (May 7, 2024).

there is relatively little precedent that lawyers can use to predict case outcomes so that they can provide guidance to clients and calculate the odds of success in litigation. Second, because employee compensation is relatively hidden as compared to the prices of goods and services, workers often do not know they are underpaid and lawyers have trouble obtaining evidence for class actions. Third, creating classes of workers is sometimes more complex than creating classes of consumers.²³

16. The labor antitrust cases that have been brought by private plaintiffs have almost always involved section 1 of the Sherman Act. These are cases in which independent employers collude by fixing wages, agreeing not to poach one another's employees, and engaging in similar activities. Section 1 labor cases are easier to bring than section 2 cases against monopsonists because section 1 cases involve agreements among multiple firms and those agreements are often public and may be per se illegal. The various lawsuits brought against sports leagues for anticompetitive behavior, for example, have benefitted from the public nature of the rules that leagues use to restrain competition.²⁴

17. The current case, *Le v. Zuffa*, is the first section 2 labor antitrust claim that has ever resulted in an opinion, as far as I know,²⁵ even though labor monopsony is extremely common. See ¶ 11, above.

²³ See Posner, *New Labor Antitrust*, *supra* note 6.

²⁴ *NCAA v. Alston*; *House v. Nat'l Collegiate Athletic Ass'n*, 545 F.3d 804 (N.D. Cal. 2021); *Tennessee v. Nat'l Collegiate Athletic Ass'n*, No. 324CV00033DCLCDP, 2024 WL 464164 (E.D. Tenn. Feb. 6, 2024); *Smart v. NCAA*, No. 2:22-cv-02125 WBS KJN (E.D. Cal. 2023); *State of Ohio v. Nat'l Collegiate Athletic Ass'n*, No. 1:23-cv-00100 (N.D. W. Va. Dec. 7, 2023).

²⁵ Posner, *supra* note 6, at 11. I have reviewed and updated my searches of case law databases for this report.

18. By contrast, section 2 cases in product markets are relatively common. Several such cases are among the most important landmarks of antitrust law. Section 2 was the basis of the breakups of Standard Oil in 1911²⁶ and AT&T in 1982,²⁷ and the successful government lawsuit against Microsoft twenty years ago.²⁸ Section 2 cases have recently been brought against Meta, Google, Apple, and Amazon.²⁹

19. The contrast between rare section 2 labor cases and common section 2 product-market cases underlines the pathbreaking nature of *Le v. Zuffa*. The achievement of the significant settlement in this case—involving a payment of \$335 million plus prospective relief—will encourage victims of employer monopsony to bring meritorious antitrust lawsuits against employer monopsonies.

B. The *Le v. Zuffa* Settlement

20. The plaintiff class filed its initial complaint on December 16, 2014, almost ten years ago, well before the modern wave of labor antitrust cases.³⁰ The Court certified a class³¹ and denied the defendant’s motion for summary judgment.³² After considerable investment of time, money, and effort, the parties settled on the eve of trial.

²⁶ *Standard Oil Co. of New Jersey v. United States*, 221 U.S. 1 (1911).

²⁷ *United States v. AT&T*, 552 F. Supp. 131 (1982).

²⁸ *United States v. Microsoft Corp.*, 253 F.3d 34 (D.C. Cir. 2001).

²⁹ *Fed. Trade Comm’n v. Meta Platforms Inc.*, 1:20-cv-03590, (D.D.C. 2020); *United States v. Google LLC*, 1:20-cv-03010 (D.D.C. 2020); *United States v. Google LLC*, No. 1:23-cv-00108 (E.D. Va. 2023); *United States v. Apple Inc.*, 2:24-cv-04055, (D.N.J. 2024); *Fed. Trade Comm’n v. Amazon.com Inc.*, 2:23-cv-01495 (W.D. Wash. 2023).

³⁰ *Le v. Zuffa, LLC*, No. 2:15-cv-01045-RFB-BNW, 2023 WL 5085064 (D. Nev. Aug. 9, 2023) at ECF No. 1.

³¹ *Id.* at ECF No. 839 (certifying class).

³² *Id.* at ECF No. 959 (denying summary judgment).

21. This Court held that plaintiffs properly alleged a section 2 violation of the antitrust laws and showed a genuine dispute of material fact.³³ The plaintiffs had alleged that the defendant had engaged in a variety of anticompetitive actions to achieve a monopsony over the market for Elite Professional Mixed Martial Arts Fighter services in the United States.

22. In addition to stating a valid claim and demonstrating that there were genuine disputes of material fact as to their allegations, the plaintiffs secured important judicial opinions that will help litigants and future courts adjudicate section 2 labor antitrust cases. As the first opinions in such a case, they provide valuable guidance to future courts and litigants for, among other things, labor market definition, identification of anticompetitive actions in labor markets, the use of data and statistical techniques by experts to determine compensation levels and shares for certain types of workers, and considerations for certifying a class of workers in a labor antitrust case.

23. The case will also provide valuable guidance for litigants and judges in other labor antitrust cases brought under section 1 of the Sherman Act, section 7 of the Clayton Act,³⁴ and other provisions of the antitrust laws. Many of the issues addressed by this Court, for example, labor market definition, remain a matter of contention in other areas of antitrust law, and the Court's discussion and resolution of these issues will help courts and litigants navigate the law in future litigation. Indeed, *Le v. Zuffa* was cited for its analysis of labor market definition in *United*

³³ *Id.*

³⁴ For example, adjudication of an important recent merger challenge brought by the FTC under section 7 of the Clayton Act will benefit from the opinions issued by this Court. That case involves allegations that the merger of two large grocery chains will produce anticompetitive effects in multiple labor markets. See *Federal Trade Comm'n, In the Matter of The Kroger Company and Albertsons Companies, Inc.*, Docket No. D-9428 (2024).

States v. Bertelsmann, the first case in which a court blocked a merger because of its impact on labor markets.³⁵

III. CONCLUSION

24. Anticompetitive behavior by employers is widespread and labor market concentration is often extreme, but historically the antitrust laws have rarely been used to address these problems. Only in the last ten years has there been a concerted effort to remedy this deficiency. The plaintiffs' challenge to the defendant's labor monopsony in an important sports and entertainment market has played a pioneering role in this effort, particularly in showing how an employer with power in a labor market can be challenged under section 2 of the Sherman Act. The judicial opinions it produced and the settlement for the class members will spur other private plaintiffs to pursue meritorious claims in this important but neglected area of the law.

Executed this 13th of May, 2024 in Germantown, New York.



Eric A. Posner

³⁵ See *Bertelsmann*, 646 F. Supp. 3d at 32 (citing *Le v. Zuffa, LLC*, 216 F. Supp. 3d 1154, 1159, 1165–66 (D. Nev. 2016)).

**Appendix to the Declaration of Professor
Eric A. Posner in Support of Plaintiffs'
Motion for Preliminary Approval of the
Settlement**

CURRICULUM VITAE

Eric A. Posner

May 2024

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Professional Experience

2013-present Kirkland & Ellis Distinguished Service Professor of Law, University of Chicago
Fall 2016 Visiting Professor of Law, Columbia Law School
2003-2012 Kirkland & Ellis Professor of Law, University of Chicago
Fall 2008 Visiting Professor of Law, NYU Law School
1998-2003 Professor of Law, University of Chicago
1998 Professor of Law, University of Pennsylvania
Fall 1997 Visiting Assistant Professor of Law, University of Chicago
1993-1998 Assistant Professor of Law, University of Pennsylvania
1992-1993 Attorney Adviser, Office of Legal Counsel, U.S. Department of Justice
1991-1992 Law Clerk, Judge Stephen F. Williams, U.S. Court of Appeals, D.C. Circuit

Books

Law and Social Norms: Harvard University Press (2000)
Japanese edition (Bokutakusha, 2002)
Chinese edition (China University of Political Science and Law Publishing House, 2005)
Taiwanese edition (Angle Publishing Company, 2006)
South Asia edition (Universal Law Publishing Company, 2009)

Chicago Lectures in Law and Economics (editor): Foundation Press (2000)

Cost-Benefit Analysis: Legal, Philosophical, and Economic Perspectives (editor, with Matthew Adler): University of Chicago Press (2001)

The Limits of International Law (with Jack Goldsmith): Oxford University Press (2005)
Chinese edition (Law Press of Beijing)
Macedonian edition

New Foundations of Cost-Benefit Analysis (with Matthew Adler): Harvard University Press (2006)
Arabic edition (Institute of Public Administration, Saudi Arabia, 2010)

Terror in the Balance: Security, Liberty and the Courts (with Adrian Vermeule): Oxford University Press (2007)

Social Norms, Nonlegal Sanctions, and the Law (editor): Edward Elgar (2007)

The Perils of Global Legalism: University of Chicago Press (2009)
Chinese edition (Law Press China, 2016)

Climate Change Justice (with David Weisbach): Princeton University Press (2010)
Korean edition (Sogan Hawoo, 2016)

- Law and Happiness (editor, with Cass R. Sunstein): University of Chicago Press (2010)
- The Economics of Public International Law (editor): Edward Elgar (2010)
- The Executive Unbound: After the Madisonian Republic (with Adrian Vermeule): Oxford University Press (2011)
German edition (Duncker & Humblot, 2014)
- Contract Law and Theory: Aspen (2011)
Second edition (2016)
- Economic Foundations of International Law (with Alan Sykes): Harvard University Press (2013)
Georgian edition (Labyrinth Publishing House, 2014)
- The Twilight of Human Rights Law: Oxford University Press (2014)
Excerpt republished in Harper's, October 2014
- Last Resort: The Financial Crisis and the Future of Bailouts: University of Chicago Press (2018)
Chinese edition (Truth and Wisdom Press, 2022)
A Financial Times Book of the Year, 2018
- Radical Markets: Uprooting Property and Democracy for a Just Society (with E. Glen Weyl): Princeton University Press (2018)
Korean edition (Bookie Publishing House, forthcoming)
Japanese edition (Toyo Keizai, forthcoming)
Chinese edition (Beijing Huazhang Graphics and Information Co. Ltd., forthcoming)
Spanish edition (Antoni Bosch, 2019)
Brazilian edition (Companhia das Letras, forthcoming)
German edition (WBG, 2019)
Chinese (complex) edition (Gusa Press, forthcoming)
Italian edition (LUISS University Press, forthcoming)
Paperback edition, 2019
An Economist Book of the Year, 2018
- The Demagogue's Playbook: All Points Books (2020)
Chinese edition (Truth and Wisdom Press)
- How Antitrust Failed Workers: Oxford University Press (2021)

Articles and Book Chapters

- Contract Law in the Welfare State: A Defense of Usury Laws, the Unconscionability Doctrine, and Related Limitations on the Freedom to Contract, 24 J. Legal Stud. 283 (1995)
- The Regulation of Groups: The Influence of Legal and Nonlegal Sanctions on Collective Action, 63 U. Chi. L. Rev. 133 (1996)
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[Will Trump Be Disqualified?](#), Project Syndicate, February 5, 2024

[The Future of Work in the AI Era](#), Project Syndicate, April 11, 2024

[What to Look for in Trump's First Trial](#), Project Syndicate, April 22, 2024

[Why Noncompete Clauses Should Be Banned](#), Project Syndicate, May 3, 2024

[The FTC Noncompete Bank Is Legal](#), ProMarket, May 8, 2024

Testimony

Committee on the Judiciary, Subcommittee on Commercial and Administrative Law, U.S. House of Representatives: H.R. 833, The Bankruptcy Reform Act of 1999, March 16, 1999

Committee on the Judiciary, U.S. Senate: [Special Counsels and the Separation of Powers](#), September 26, 2017

Federal Trade Commission, [Competition and Consumer Protection in the 21st Century: Labor Markets and Antitrust Policy](#), October 16, 2018

Federal Trade Commission, Non-Competes in the Workplace: Examining Antitrust and Consumer Protection Issues, January 9, 2020

Committee on the Judiciary, Subcommittee on Antitrust, Commercial, and Administrative Law, U.S. House of Representatives: [Reviving Competition, Part 4: 21st Century Antitrust Reforms and the American Worker](#), September 28, 2021

Department of Justice and Federal Trade Commission Workshop on Draft Merger Guidelines, University of Chicago Law School, November 3, 2023

Education

Harvard Law School. J.D., magna cum laude, 1991

Yale University. B.A., M.A. in philosophy, summa cum laude, 1988

Professional Organizations

Maryland Bar Association (admitted 1991)

Illinois Bar Association (admitted 2018)

American Law and Economics Association (board member, various times)

American Law Institute

Grants, Fellowships, and Awards

John M. Olin fellowship, University of Southern California (3/95)

University Research Foundation grant, University of Pennsylvania (6/96)

Olin Fellow, University of Virginia Law School (9/02)

Simon Visiting Scholar, Florida State University College of Law (3/18/04)

Fellow, American Academy of Arts and Sciences (elected 2010)

Sloan Grant for Conference on Benefit-Cost Analysis and Financial Regulation (2013) (with Glen Weyl)

Economist Book of the Year, for *Radical Markets* (2018)

Financial Times Book of the Year, for *Last Resort* (2018)

Bloomberg 50, for *Radical Markets* (2018)

Antitrust Writing Award, for Antitrust Remedies for Labor Market Power (2019)

American Antitrust Institute Jerry S. Cohen Memorial Fund Writing Award, for Antitrust Remedies for Labor Market Power (2019)

Lawdragon 500 Leading Lawyers in America (2019, 2020)

Teaching

Contracts; Secured Transactions; Bankruptcy; Corporate Reorganization; Seminar on Contract Theory; Seminar on Game Theory and the Law; Employment and Labor Law; Public International Law; International Human Rights Law; Foreign Relations Law; International Law Workshop; European Union Law; Seminar on the Financial Crisis of 2008-2009; Banking Law; Financial Regulation; Seminar on the Federal Reserve Board; Seminar on Executive Power; Seminar on Originalism and Its Critics; Corporate Finance

Other Professional Activities

Counsel to the Assistant Attorney General, Antitrust Division, Department of Justice (2022-2023)

Counsel, MoloLamken (2018-2021)

Counsel, Boies, Schiller & Flexner (2010-2016)

Cofounder and editor, New Rambler Review (2015-2017)

Member (elected 2014), Council Member (elected 2021); American Law Institute

Columnist, Slate Magazine (2012-2016)

Editor, Journal of Legal Studies (1998-2010)

Adviser, Restatement (Third) of Restitution, American Law Institute

Referee for Journal of Law and Economics, Journal of Economic Literature, Oxford University Press, Harvard University Press, Edward Elgar, Quarterly Journal of Economics, National Science Foundation, Law and Social Inquiry, American Economic Review, Journal of Law, Economics, & Organization, American Law and Economics Review, International Review of Law and Economics, American Journal of Political Science, Law and Society Review, Journal of Policy Analysis and Management, Journal of the European Economics Association, Health Affairs, University of Chicago Press, Canada Council for the Arts, World Politics, Supreme Court Economic Review, Law and Philosophy, Ethics and International Affairs, Institute of Medicine, Israel Science Foundation, Conflict Management and Peace Science, Smith Richardson Foundation, Yale University Press, Hart Publishing, Journal of Peace Research, British Journal of Political Science, National Academy of Sciences, Social Theory and Practice, Politics, Philosophy and Economics, Journal of Global Ethics, Climate Policy, Political Science Quarterly, Journal of Benefit-Cost Analysis, Journal of Legal Analysis, European Journal of International Law

Member, Editorial Board, Law & Social Inquiry (2000-2001)

Member, Board of Directors, American Law and Economics Association (2000-2003; 2013-2016)

Member, Board of University Publications, University of Chicago (2001-2004)

Member, Editorial Board, Review of Law and Economics (2004-)

Member, Oxford University Press Legal Education Advisory Board (2006-)

Member, Editorial Board, Journal of Benefit-Cost Analysis (2009-)

Short-Term Consultant, World Bank (2007)

Participant in Simulated Canada-United States Negotiation Over the Northwest Passage, sponsored by ArcticNet (Ottawa, February 2008)

Member, Faculty Steering Committee, Milton Friedman Institute (2008-2010)

Member, International Advisory Board, the Centre for Law, Economics and Society, University College London (2013-)

Member, Editorial Board, Economic Analysis of Law Review (2014-)

Sympatic Inc., Advisory Board (2019-)

Member, Committee on International Relations, University of Chicago (2003-)

EXHIBIT 3

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT NEVADA**

CUNG LE, NATHAN QUARRY, JON FITCH,
BRANDON VERA, LUIS JAVIER
VAZQUEZ, and KYLE KINGSBURY, On
Behalf of Themselves and All Others Similarly
Situated,

Case No. 2:15-cv-01045-RFB-BNW

Plaintiffs,

v.

ZUFFA, LLC, D/B/A ULTIMATE FIGHTING
CHAMPIONSHIP and UFC,

Defendant.

KAJAN JOHNSON and CLARENCE
DOLLAWAY, On Behalf of Themselves and All
Others Similarly Situated,

Case No. 2:21-cv-01189-RFB-BNW

Plaintiffs,

vs.

ZUFFA, LLC, TKO OPERATING COMPANY,
LLC F/K/A ZUFFA PARENT LLC (D/B/A
ULTIMATE FIGHTING CHAMPIONSHIP and
UFC), and ENDEAVOR GROUP HOLDINGS,
INC.,

Defendants.

PLAN OF ALLOCATION

INTRODUCTION

1
2 Plaintiffs submit this proposed Plan of Allocation relating to the proceeds of settlements of the
3 following two class action lawsuits: *Le, et al. v. Zuffa, LLC*, No. 2:15-cv-1045 (D. Nev.) (the “*Le*
4 *Action*”), and *Johnson, et al. v. Zuffa, LLC, et al.*, No. 2:21-cv-1189 (D. Nev.) (the “*Johnson Action*”)
5 (collectively, the “*Actions*”). Plaintiffs Cung Le, Nathan Quarry, Jon Fitch, Brandon Vera, Luis Javier
6 Vazquez, and Kyle Kingsbury brought the *Le Action* against one defendant, Zuffa, LLC. On August 9,
7 2023, the Court certified the “*Le Class*” (*see* definition below) and appointed Plaintiffs Cung Le, Jon
8 Fitch, Brandon Vera, Luis Javier Vazquez, and Kyle Kingsbury as the class representatives for the *Le*
9 *Class* (the “*Le Class Representatives*”). *See* ECF No. 839, at 78-79.¹ The *Johnson Action* was brought
10 by plaintiffs Kajan Johnson, Clarence Dollaway, and Tristan Connelly (the proposed “*Johnson*
11 *Settlement Class Representatives*”), and named three defendants, Zuffa, LLC, TKO Operating
12 Company, LLC, and Endeavor Group Holdings, Inc. The *Le Class Representatives* and the *Johnson*
13 *Settlement Class Representatives* are collectively referred to as “*Plaintiffs*,” and the defendants in both
14 *Actions* are referred to collectively as “*Defendants*.”

15 Plaintiffs, on behalf of themselves and the proposed Settlement Classes² (the *Le Class* and the
16 *Johnson Settlement Class*, as discussed below), have agreed to settle their claims against Defendants
17 for a cash payment of \$335,000,000, and other important benefits, including prospective relief
18 (hereinafter, the “*Settlement*”), as described in more detail in Plaintiffs’ motion for preliminary
19 approval of the Settlement. Plaintiffs submit this proposed Plan of Allocation to allocate the
20 \$335,000,000 payment (*i.e.*, the “*UFC Settlement Fund*”), plus any interest earned on the UFC
21 Settlement Fund, and net of Court awarded attorneys’ fees, expenses, service awards to the Class
22
23
24

25
26 ¹ Plaintiff Nathan Quarry was proffered as a class representative for the “*Identity Rights Class*,” which
the Court did not certify. *See generally* ECF No. 839 at 75-78.

27 ² Capitalized terms have the same meanings set forth in the April 24, 2024 Settlement Agreement,
28 attached as Exhibit 1 to the Joint Declaration of Eric L. Cramer, Richard A. Koffman, and Joseph R.
Saveri in Support of Plaintiffs’ Motion for Preliminary Approval of the Settlement (“*Joint Decl.*”).

1 Representatives, and Settlement administration and notice costs, and the payment to Nathan Quarry³
2 (the “Net UFC Settlement Fund”).

3 The Settlement offers compensation from the Net UFC Settlement Fund to Settlement Class
4 Members. Settlement Class Members may be members of one (or both) of the below defined classes:

- 5 • ***Le Class***: All persons who competed in one or more live professional UFC-
6 promoted MMA bouts taking place or broadcast in the United States from
7 December 16, 2010 through June 30, 2017 (the “*Le Class Period*”). Excluded from
8 the *Le Class* are all persons who are not residents or citizens of the United States
9 unless the UFC paid such persons for competing in a bout fought in the United
10 States.
- 11 • ***Johnson Settlement Class***: All persons who competed in one or more live
12 professional UFC-promoted MMA bouts taking place or broadcast in the United
13 States from July 1, 2017 to the date of preliminary approval of the Settlement (the
14 “*Johnson Settlement Class Period*”). Excluded from the *Johnson Settlement Class*
15 are all persons who are not residents or citizens of the United States unless the
16 UFC paid such persons for competing in a bout fought or broadcast in the United
17 States.

18 As noted above, the Court certified the *Le Class* on August 9, 2023. ECF No. 839 at 79. Plaintiffs are
19 moving for provisional certification of the *Johnson Settlement Class* concurrently with preliminary
20 approval of the Settlement.

21 The Plan of Allocation begins by dividing the Net Settlement Fund into two tranches: one for
22 the *Le Class* and one for the *Johnson Settlement Class*. It proposes to make this allocation based on
23 certain differences between the two classes, which include the time periods covered by each class, the
24 differing degrees of delay experienced by members of the two classes, changes UFC made to its
25 contracts with fighters since the *Le Action* was first filed, and the fact that a large portion of the
26 *Johnson Settlement Class* members are subject to arbitration clauses and class action waivers. These
27 issues are covered in more detail below and in the supporting declaration submitted by Plaintiffs’
28 expert economist, Hal J. Singer, Ph.D. *See* Part II.A *infra*; Declaration of Hal J. Singer, Ph.D. In
Support of Plan of Allocation (“Singer Declaration” or “Singer Decl.”) ¶¶11-15, attached as Exhibit 4
to the Joint Decl.

³ The Settlement includes a payment to Nathan Quarry to settle his individual “Identity Rights Claim.”
See Settlement Agreement ¶5.d.

1 In sum, the Plan of Allocation will split the Net UFC Settlement Fund into two Tranches, as
2 follows: 75 percent to the *Le* Class (the “*Le* Class Tranche”) and 25 percent to the *Johnson* Settlement
3 Class (the “*Johnson* Settlement Class Tranche”). See Singer Decl. ¶10. In the event the total amount to
4 be distributed to all valid claims submitted against the *Johnson* Settlement Class Tranche (using the
5 method set forth at Part II.C *infra*) falls below 25 percent of the Net UFC Settlement Fund, then the
6 remainder will be reallocated to the *Le* Class Tranche. *Id.* ¶¶10, 24.

7 Once the funds are divided into the two Tranches, the Plan of Allocation proposes a method to
8 allocate the funds within each Tranche. For the *Le* Class Tranche (see Part II.B *infra*), all *Le* Class
9 members who submit valid claims (the “*Le* Claimants”) will be allocated his or her share based upon
10 two *pro rata* factors: (i) the total compensation each received from the UFC for participating in UFC
11 bouts (referred to as “Event Compensation”) during the *Le* Class Period; and (ii) the total number of
12 bouts each fought during the *Le* Class Period. *Id.* ¶16. Under the Plan of Allocation, *Le* Claimants will
13 have a minimum recovery amount set at \$8,000. *Id.*

14 For the *Johnson* Settlement Class Tranche (see Part II.C *infra*), all *Johnson* Settlement Class
15 members who submit valid claims (the “*Johnson* Claimants”) will be sorted into two sub-groups based
16 on whether the Claimant was subject to an arbitration clause or class action waiver during the *Johnson*
17 Settlement Class Period. The two sub-groups will be divided as follows: (a) those *Johnson* Claimants
18 who were *not* subject to an arbitration clause or a class action waiver will comprise the “*Johnson* Non-
19 Arbitration Claimants;” and (b) those *Johnson* Claimants who were subject to an arbitration clause or a
20 class action waiver will comprise the “*Johnson* Arbitration Claimants.” See generally Singer Decl.
21 ¶¶20-21. Members of the *Johnson* Non-Arbitration Claimants will be allocated their share based upon
22 two *pro rata* factors: (i) Event Compensation paid to *Johnson* Non-Arbitration Claimants during the
23 *Johnson* Settlement Class Period; and (ii) the total number of bouts fought by *Johnson* Non-Arbitration
24 Claimants during the *Johnson* Settlement Class Period. *Id.* ¶21. This allocation process mirrors that
25 used for the *Le* Claimants, described above. The *Johnson* Arbitration Claimants will receive a fixed
26 recovery amount of \$5,000, which reflects the lower value of these claims. See also Singer Decl. ¶23.

27 Finally, to ensure fairness between the *Le* Claimants and the *Johnson* Claimants, the individual
28 distribution amounts provided to *Johnson* Non-Arbitration Claimants from the *Johnson* Settlement

1 Class Tranche will be capped at the larger of (a) 10 percent of each *Johnson* Non-Arbitration
 2 Claimant’s Event Compensation during the *Johnson* Settlement Class Period, and (b) \$7,000. *Id.* ¶22;
 3 *see also* Part II.C. Further, any Settlement Class Member who is both a *Le* Claimant and a *Johnson*
 4 Claimant will receive the sum of the two allocation procedures used for the *Le* Class Tranche and the
 5 *Johnson* Settlement Class Tranche. *See* Singer Decl. ¶26; Part II.D.

6 Additionally, the proposed Plan of Allocation describes: (i) the timing and manner by which the
 7 Claims Administrator⁴ will issue Claim Forms to Settlement Class Members and the deadline for
 8 timely-filed Claim Forms (*see* Part I); (ii) the method by which the Claims Administrator will process
 9 Claim Forms (*see* Parts III & IV); (iii) the timing for the Claims Administrator’s report to the Court on
 10 the proposed distribution of the Net UFC Settlement Fund (*see* Part V); (iv) the timeframe for the
 11 distribution to Claimants upon approval by the Court (*see* Part VI); and (v) the procedure Claimants
 12 may use to challenge determinations made by the Claims Administrator (*see* Part VII).

13 The proposed Plan of Allocation is practical, equitable, and efficient. It relies upon structured
 14 compensation and other data and information that Zuffa produced in litigation and as part of the
 15 Settlement, along with minimum or fixed recovery amounts that promote efficiency and account fairly
 16 for important factors relevant to the value of certain claims. The proposed Plan of Allocation is a
 17 reasonable way to allocate the Net UFC Settlement Fund and is fair to all members of the Settlement
 18 Classes.

19 THE PLAN OF ALLOCATION

20 The proposed Plan of Allocation works as follows:

21 I. ISSUANCE OF CLAIM FORMS AND TIMELINESS OF COMPLETED CLAIM 22 FORMS

23 1. No later than 60 days after the Court issues an order finally approving the Settlement
 24 and Plan of Allocation (“Final Approval”), Angeion will mail (via email or mail) a separate,
 25 individualized claim form (the “Claim Form”) to each Settlement Class Member for which Angeion
 26 has a valid and current address or email address. The Claim Form will be pre-populated with each

27 _____
 28 ⁴ Plaintiffs’ motion for preliminary approval of the Settlement requests that Angeion Group LLC
 (“Angeion”) be appointed the Claims Administrator.

1 Settlement Class Member's total compensation from the UFC for bouts (for the applicable class and
2 class period), number of bouts fought (for the applicable class and class period), and whether or not the
3 Settlement Class Member had an arbitration clause or class action waiver in their Promotional and
4 Ancillary Rights Agreement with the UFC (for the *Johnson* Settlement Class), along with the full name
5 and mailing address for correspondence regarding the distribution of the Net UFC Settlement Fund.⁵ If
6 a Settlement Class Member does not receive a Claim Form by mail or email, the Settlement Class
7 Member may request a Claim Form from the Settlement Website (www.UFCFighterClassAction.com)
8 or contact Angeion at 1-866-955-5564. **Each Settlement Class Member will be required to execute**
9 **the Claim Form to receive any distribution from the Net UFC Settlement Fund.** The Claim Form
10 will indicate that it can be submitted electronically via an online portal available on the Settlement
11 Website or may be emailed or mailed via first class mail to Angeion.

12 2. Angeion, working with Dr. Singer's firm, Econ One Research, Inc. ("Econ One"), will
13 prepare the pre-populated Claim Form provided to Settlement Class Members. *See* Singer Decl. ¶¶9,
14 19, 25. The Claim Forms will ask Settlement Class Members to verify the accuracy of the information
15 contained in the Claim Forms and will provide instructions for challenging the information set forth in
16 the Claim Forms regarding Event Compensation, number of bouts, and whether the Settlement Class
17 Member was subject to an arbitration clause or class action waiver. If a Settlement Class Member
18 agrees that the information in the pre-populated Claim Form is accurate, the Settlement Class Member
19 will be asked to sign and return the Claim Form to Angeion. If a Settlement Class Member believes that
20 the information contained in his or her Claim Form(s) is not accurate, that Settlement Class Member
21 may submit his or her own information (*e.g.*, demonstrating a different figure for Event Compensation
22 and/or participation in a different number of bouts during the relevant Class Period, and/or information
23 showing the *Johnson* Settlement Class Member was not subject to an arbitration clause or a class action
24 waiver) pursuant to the procedures described below.

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27 ⁵ For those Settlement Class Members who are members of the *Le* Class and the *Johnson* Settlement
28 Class, the Claim Forms will include Claimant information necessary for computing the appropriate
allocation from both the *Le* Class Tranche and the *Johnson* Settlement Class Tranche.

1 3. The submission of the Claim Forms to Angeion (with any necessary supporting
2 documentation if the Settlement Class Member disagrees with any information contained in their Claim
3 Form) will be deemed timely if they are received within 105 days of Final Approval.

4 **II. ALLOCATION OF THE NET UFC SETTLEMENT FUND BETWEEN THE *LE***
5 **CLASS AND THE *JOHNSON* SETTLEMENT CLASS AND ALLOCATION**
6 **AMONG MEMBERS OF EACH SETTLEMENT CLASS**

7 **A. Net UFC Settlement Fund Allocation Between the *Le* Class and the *Johnson***
8 **Settlement Class**

9 4. The Net Settlement Fund will be divided into two Tranches as follows: 75 percent to the
10 *Le* Class (the “*Le* Class Tranche”) and 25 percent to the *Johnson* Settlement Class (the “*Johnson*
11 Settlement Class Tranche”). *See* Singer Decl. ¶10. As detailed in the Singer Declaration, the proposed
12 allocation between the *Le* Class and the *Johnson* Settlement Class is justified on, at least, four grounds.
13 *See id.* ¶¶11-15. First, the *Le* Action is much older and covers an earlier class period. Accordingly, on a
14 “time value of money basis,” the *Le* Class members who have been subject to more delay in
15 compensation for the alleged misconduct are entitled to a higher recovery, all things equal, relative to
16 members of the *Johnson* Settlement Class. *Id.* ¶11. Second, the *Le* Action was certified pursuant to Fed.
17 R. Civ. P. 23 and was fully litigated up to the eve of trial, while the *Johnson* Action was in the early
18 stage of discovery (a motion to dismiss the operative Amended Complaint had not yet been filed) at the
19 time of Settlement. *Id.* Thus, plaintiffs and the certified Class in the *Le* Action had more leverage in
20 settlement negotiations than the plaintiffs in the *Johnson* Action, and indeed, the *Johnson* Settlement
21 Class members benefitted from the leverage afforded by their case being litigated alongside the *Le*
22 Action. Third, the UFC appears to have made certain potentially helpful changes to its fighter contracts
23 after the *Le* Action, which benefitted the *Johnson* Settlement Class members. *Id.* Fourth, more than half
24 of the *Johnson* Settlement Class members are subject to arbitration clauses and provisions waiving
25 participation in class actions, which (if upheld) would impact the overall value of the claims brought by
26 the *Johnson* Settlement Class. *Id.*

27 5. Dr. Singer also analyzed the available data and information produced by Zuffa, which
28 includes the total amount of the Event Compensation paid to, and bouts fought by, Settlement Class
Members during the Class Periods and information on the number of *Johnson* Settlement Class

1 members subject to arbitration clauses or class action waivers. *See id.* ¶12 & nn.10-11; *id.* ¶10. In the
2 event the calculated total amount allocated for all valid claims submitted against the *Johnson*
3 Settlement Class Tranche (using the method set forth in Part II.C below) falls below 25 percent of the
4 Net UFC Settlement Fund, then the remainder will be reallocated to the *Le* Class Tranche. *Id.* ¶¶10, 24.

5 **B. Allocation of the *Le* Class Tranche Amongst *Le* Claimants**

6 6. The 75 percent of the Net UFC Settlement Fund allocated to the *Le* Class Tranche will
7 be allocated to *Le* Class members who submit valid claims (the “*Le* Claimants”) on a *pro rata* basis.⁶
8 *Id.* ¶16. Each *Le* Claimant will be allocated his or her share based upon two *pro rata* factors: (i) the
9 total compensation each received from the UFC for participating in UFC bouts (*i.e.*, the fighter’s Event
10 Compensation) during the *Le* Class Period; and (ii) the total number of bouts each fought during the *Le*
11 Class Period. *Id.* The *Le* Class Tranche allocation will be divided into two sub-tranches, reflecting the
12 above two factors, with 80 percent of the *Le* Class Tranche allocation to comprise the “*Le* Event
13 Compensation sub-tranche,” and 20 percent of the *Le* Class Tranche allocation to comprise the “*Le*
14 Number of Bouts sub-tranche.” *Id.* *Le* Claimants will receive a minimum recovery amount of \$8,000.
15 *Id.*

16 7. Dr. Singer explains that the 80/20 split between Event Compensation and number of
17 bouts fought is justified. In a more competitive but-for world, Zuffa may have increased its lower paid
18 fighter payments proportionally more than it would have increased its payments to top fighters, because
19 all else equal, even if top fighters could not leave Zuffa, they may have agitated for themselves more
20 aggressively given their popularity. *See id.* ¶18. As a result, allocating 20 percent of the compensation
21 based on number of bouts fought (as opposed to basing allocation simply on total compensation earned)
22 recognizes that certain journeymen fighters with less name recognition may have been harmed more
23 than the more popular fighters. *Id.*

24
25
26
27 ⁶ As noted *supra*, the allocation of the Net UFC Settlement Fund to the *Le* Class Tranche may exceed
28 75 percent depending upon whether the total amount allocated for all valid claims submitted by
Johnson Settlement Class members is less than 25 percent of the Net UFC Settlement Fund.

1 **C. Allocation of the *Johnson* Settlement Class Tranche Amongst *Johnson***
2 **Claimants**

3 8. The total funds in the *Johnson* Settlement Class Tranche will be allocated to each
4 *Johnson* Settlement Class member who submits a valid claim (the “*Johnson* Claimants”) based on
5 whether the Claimant was subject to an arbitration clause or a class action waiver during the *Johnson*
6 Settlement Class Period. *Id.* ¶¶20-21. Accordingly, the *Johnson* Settlement Class Tranche will be
7 divided into two groups of Claimants: (a) those *Johnson* Claimants who were **not** subject to an
8 arbitration clause or a class action waiver during the *Johnson* Settlement Class Period (the “*Johnson*
9 Non-Arbitration Claimants”); and (b) those *Johnson* Claimants who were subject to an arbitration
10 clause or a class action waiver during the *Johnson* Settlement Class Period (“*Johnson* Arbitration
11 Claimants”).

12 9. The portion of the *Johnson* Settlement Class Tranche allocated to the *Johnson* Non-
13 Arbitration Claimants shall be allocated based upon two *pro rata* factors: (i) the total compensation
14 each received from the UFC for participating in UFC bouts (*i.e.*, the fighter’s Event Compensation)
15 during the *Johnson* Settlement Class Period; and (ii) the total number of bouts each fought during the
16 *Johnson* Settlement Class Period. *Id.* ¶21. These two *pro rata* factors will be weighted with 80 percent
17 of the distribution amount based on the Event Compensation factor and 20 percent of the distribution
18 amount based on the number of bouts factor. This allocation process mirrors that used for the *Le*
19 Claimants, described above.

20 10. The *Johnson* Arbitration Claimants will receive a fixed recovery amount of \$5,000 each.
21 *Id.* ¶23. Should a court enforce the arbitration clauses and/or class action waivers in the *Johnson*
22 Arbitration Claimants’ contracts with the UFC, these claims would have little practical value.

23 11. To ensure fairness between the *Le* Claimants and the *Johnson* Claimants, individual
24 distribution amounts provided to the *Johnson* Non-Arbitration Claimants will be capped at the larger of
25 (a) 10 percent of each *Johnson* Non-Arbitration Claimant’s total compensation for bouts during the
26 *Johnson* Settlement Class Period, and (b) \$7,000. *Id.* ¶22. As noted above, should any funds remain in
27 the *Johnson* Settlement Class Tranche after these calculations, then the remainder will be reallocated to
28 the *Le* Class Tranche. *Id.* ¶ 24.

1 **D. Allocation of the Net UFC Settlement Fund to Settlement Class Members**
2 **who are both *Le* Claimants and *Johnson* Claimants**

3 12. Any Settlement Class Member who is both a *Le* Claimant and a *Johnson* Claimant will
4 receive a distribution amount that is the sum of the two allocation procedures used for the *Le* Class
5 Tranche and the *Johnson* Settlement Class Tranche for that individual. *Id.* ¶26.

6 **III. PROCESSING CLAIMS**

7 13. All Claim Forms submitted by Settlement Classes Members will be reviewed and
8 processed by Angeion, with assistance from Dr. Singer and his staff at Econ One and Co-Lead Class
9 Counsel,⁷ as required and appropriate.

10 **A. Acceptance and Rejection of Claim Forms**

11 14. Angeion shall first determine whether a submitted Claim Form is timely, properly
12 completed, and signed. If a Claim Form is incomplete, Angeion shall communicate with the Claimant
13 via mail, email, or telephone regarding the deficiency. Angeion may also contact Claimants requesting
14 additional documentation or other materials. Claimants will have 28 days from the date they are
15 contacted by Angeion to cure any identified deficiency. If a Claimant fails to respond adequately and/or
16 correct any deficiency within 28 days, his or her claim may be rejected, and the Claimant shall be
17 notified in writing the reason for rejection. Angeion will then review all completed, non-deficient
18 Claim Forms to determine whether each will be accepted or rejected. Upon completing that process, if
19 a claim is rejected, Angeion shall notify any such Claimants in writing the reason for rejection. Any
20 Claimant whose Claim Form is rejected may seek review by the Court via the appeals process
21 described in Part VII below.

22 15. All correctly completed late Claims Forms will be processed by Angeion but marked as
23 “Late Approved Claims.” If Co-Lead Class Counsel conclude that, in their judgment, any such Late
24 Approved Claims should ultimately not be accepted, the Claimant will be so notified, and then may
25 seek review by the Court via the appeals process described in Part VII below.

26
27
28 ⁷ “Co-Lead Class Counsel” means Berger Montague PC, Cohen Milstein Sellers & Toll PLLC, and Joseph Saveri Law Firm, LLP, as appointed in the *Le* Action. *See* ECF Nos. 139 & 839.

1 **B. The *Pro Rata* Distribution Calculation for *Le* Claimants**

2 16. Econ One, in consultation with Angeion and Co-Lead Class Counsel, will determine,
3 pursuant to the methodology described in Parts II.A & B above, each *Le* Claimant's proportionate share
4 of the *Le* Class Tranche using the Event Compensation and bout data produced by Zuffa. *Le* Claimants
5 will have the option of accepting the amounts on a pre-populated Claim Form sent to each member of
6 the *Le* Class by Angeion or submitting their own data and information to Angeion. Econ One will
7 review any such submissions and confer with Angeion and Co-Lead Class Counsel regarding the final
8 calculations, which may include making any necessary and appropriate adjustments to ensure accuracy
9 and fairness across *Le* Claimants.

10 **C. The *Pro Rata* Distribution Calculation for *Johnson* Claimants**

11 17. Econ One, in consultation with Angeion and Co-Lead Class Counsel, will determine,
12 pursuant to the methodology described in Part II.A & C above, each *Johnson* Claimant's proportionate
13 share of the *Johnson* Settlement Class Tranche using the following information produced by Zuffa: (i)
14 Event Compensation data for *Johnson* Claimants; (ii) number of bouts fought by *Johnson* Claimants;
15 and (iii) contract information identifying *Johnson* Claimants subject to arbitration clauses or class
16 action waivers. *Johnson* Claimants will have the option of accepting the amounts on a pre-populated
17 claim form sent to each member of the *Johnson* Settlement Class by Angeion or submitting their own
18 data and information to Angeion. Econ One will review any such submissions and confer with Angeion
19 and Co-Lead Class Counsel regarding the final calculations, which may include making any necessary
20 and appropriate adjustments to ensure accuracy and fairness across *Johnsons* Claimants.

21 **IV. PROCESSING CHALLENGED CLAIMS**

22 18. Angeion, in consultation with Econ One and Co-Lead Class Counsel, shall review all
23 written challenges by Claimants to Angeion's determinations. If upon review of a challenge and any
24 supporting documentation submitted by the Claimant, Angeion and Econ One, or Co-Lead Class
25 Counsel, decide to amend or modify their determination, Angeion shall advise the Claimant who made
26 the challenge. Any such determinations shall be final, subject to the appeals process described in Part
27 VII below.
28

1 19. Where Angeion, in consultation with Econ One or Co-Lead Class Counsel, determines
2 that a challenge requires additional information or documentation, Angeion shall so advise the
3 Claimant and provide that Claimant an opportunity to cure the deficiency within 28 days, as set forth in
4 Part III.A above. If that Claimant fails to cure the deficiency within that time, the challenge will be
5 rejected and the Claimant will be notified of the rejection of their challenge in writing, which
6 notification shall be deemed final subject to the appeals process described below in Part VII below.

7 20. If Angeion, in consultation with Econ One or Co-Lead Class Counsel, concludes that it
8 has enough information to properly evaluate a challenge and maintains that its initial determinations
9 were correct, it will so inform the Claimant in writing. Such notification shall be deemed final subject
10 to any appeal and decision by the Court.

11 **V. REPORT TO THE COURT REGARDING DISTRIBUTION**
12 **OF THE NET UFC SETTLEMENT FUND**

13 21. Angeion will work with Econ One to determine the amount that: (a) each *Le* Claimant is
14 entitled to receive from the *Le* Class Tranche; and (b) the amount each *Johnson* Claimant is entitled to
15 receive from the *Johnson* Settlement Class Tranche. After this process is completed, Angeion will
16 prepare a final report for the Court’s review and approval (“Final Report”). The Final Report will
17 explain the tasks and methodologies employed by Angeion in processing the claims and administering
18 the Plan of Allocation. It will also contain (i) a list of purported Settlement Class Members who filed
19 Claim Forms that were rejected and the reasons for the rejections, (ii) a list of challenges (if any) to the
20 estimated distribution amounts that were rejected and the reasons for rejecting the challenges, and (iii)
21 the date any such Claimant whose challenge was rejected was informed by Angeion of that rejection
22 for purposes of calculating the timeliness of any appeal using the procedures set forth below. Finally,
23 the Final Report shall contain an accounting of the expenses associated with the Plan of Allocation,
24 including bills from Econ One and Angeion, any taxes that are due and owing, and any other fees or
25 expenses associated with the settlement administration and allocation process. Those costs are to be
26 paid by out of the UFC Settlement Fund upon Court approval.

27
28

1 **VI. PAYMENT TO *LE* AND *JOHNSON* CLAIMANTS**

2 22. Upon Court approval of the Final Report, Angeion shall issue, with Court approval, a
3 check or wire payable to each *Le* Claimant and *Johnson* Claimant who has submitted a complete,
4 timely, and valid Claim Form and who is entitled to a recovery under this Plan of Allocation, including
5 to each *Le* Claimant and *Johnson* Claimant that filed a Late Approved Claim (as approved by the
6 Court).

7 23. Subject to further Order of the Court, any monies from the Net UFC Settlement Fund
8 that remain unclaimed after any initial distribution shall, if economically feasible, be distributed to
9 Claimants in an additional *pro rata* distribution or distributions as proposed by Co-Lead Class Counsel
10 and approved by the Court.

11 24. Insofar as the Net UFC Settlement Fund includes residual funds after distribution or
12 distributions as set forth in the preceding sections that cannot be economically or efficiently distributed
13 to the Claimants (because of the costs of distribution as compared to the amount remaining), Co-Lead
14 Class Counsel shall make an application to the Court for such sums to be used to make *cy pres*
15 payments to an appropriate charitable organization.

16 **VII. RESOLUTION OF DISPUTES**

17 25. In the event of any disputes between Claimants and Angeion on any subject (*e.g.*,
18 timeliness, required completeness or documentation of a claim, the calculation of a Claimant's *pro rata*
19 share of either the *Le* Class Tranche and/or the *Johnson* Settlement Class Tranche), the decision of
20 Angeion shall be final, subject to the Claimant's right to seek review by the Court. In notifying a
21 Claimant of the final rejection of a Claim or a challenge thereto, Angeion shall notify the Claimant of
22 his or her right to seek such review.

23 26. Any such appeal by a Claimant must be submitted in writing to the Court, with copies to
24 Angeion and Co-Lead Class Counsel, within 21 days of Angeion's sending a final rejection notification
25 to the Claimant.
26
27
28

1 Dated: May 21, 2024

Respectfully submitted,

2 /s/ Eric L. Cramer

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Brandon Vera, Luis Javier Vazquez, Kyle
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Dollaway, and Tristan Connelly*

EXHIBIT 4

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA**

Cung Le, Nathan Quarry, Jon Fitch, Brandon
Vera, Luis Javier Vazquez, and Kyle
Kingsbury, on behalf of themselves and all
others similarly situated,

No.: 2:15-cv-01045-RFB-BNW

Plaintiffs,

v.

Zuffa, LLC, d/b/a Ultimate Fighting
Championship and UFC,

Defendant.

Kajan Johnson, Clarence Dollaway, and
Tristan Connelly, on behalf of themselves and
all others similarly situated,

Plaintiffs,

vs.

No.: 2:21-cv-1189-RFB BNW

Zuffa, LLC, TKO Operating Company, LLC
f/k/a Zuffa Parent LLC (d/b/a Ultimate
Fighting Championship and UFC) and
Endeavor Group Holdings, Inc.,

Defendants.

**DECLARATION OF HAL J. SINGER, PH.D.
IN SUPPORT OF PLAN OF ALLOCATION**

TABLE OF CONTENTS

	<u>Page</u>
BACKGROUND, ASSIGNMENT, AND SUMMARY OF CONCLUSIONS	2
I. SETTLEMENT FUND ALLOCATION BETWEEN THE <i>LE</i> AND <i>JOHNSON</i> SETTLEMENT CLASSES.....	5
II. ALLOCATION OF THE <i>LE</i> CLASS TRANCHE AMONGST <i>LE</i> CLAIMANTS.....	8
III. ALLOCATION OF THE <i>JOHNSON</i> SETTLEMENT CLASS TRANCHE AMONGST <i>JOHNSON</i> CLAIMANTS	9
CONCLUSION	11

BACKGROUND, ASSIGNMENT, AND SUMMARY OF CONCLUSIONS

1. I understand that the plaintiffs in *Le, et al. v. Zuffa, LLC*, No. 2:15-cv-1045 (D. Nev.) (the “*Le Case*”) and *Johnson, et al. v. Zuffa, LLC, et al.*, No. 2:21-cv-1189 (D. Nev.) (the “*Johnson Case*”) (collectively, the “*Actions*”) resolved the *Actions* with Defendants Zuffa, LLC, TKO Operating Company, LLC, Endeavor Group Holdings, Inc. (collectively, “*Defendants*”) for \$335 million plus certain non-monetary relief relating to business practices (the “*Settlement*”). I further understand that Cung Le, Jon Fitch, Brandon Vera, Luis Javier Vazquez, and Kyle Kingsbury (the “*Le Class Representatives*”) are prosecuting the *Le Case* on their own behalf and on behalf of the *Le Class* (defined below), and plaintiffs Kajan Johnson, Clarence Dollaway, and Tristan Connelly (the “*Johnson Settlement Class Representatives*”) are prosecuting the *Johnson Case* on their own behalf and on behalf of the *Johnson Settlement Class* (defined below).

2. I have served as an expert economist for Plaintiffs in the *Le Case* since 2014. I provided economic analyses on, *inter alia*, monopoly and monopsony power, substantial foreclosure, common impact, aggregate damages, and anticompetitive effects. I submitted four reports and one declaration analyzing and addressing these and related issues.¹ In my most recent Declaration, dated November 13, 2023, I addressed competitive issues in the MMA marketplace from 2017 through November 13, 2023, which covers most of the relevant period in *Johnson*. I also testified at the Class Certification Hearing in this case in August 2019. I am fully familiar with the facts and circumstances of *Le Case* and sufficiently familiar with the facts of the *Johnson Case* for purposes of my analysis in this Declaration.

3. The Plaintiffs in *Le* alleged that defendant Zuffa LLC (“Zuffa”), doing business as Ultimate Fighting Championship, implemented an anticompetitive scheme to acquire, maintain, and enhance its monopoly power in the market for promoting professional MMA bouts, and its monopsony power over the fighters appearing in those bouts.² The Plaintiffs in *Le* further alleged that Zuffa’s anticompetitive scheme had foreclosed potential rival MMA promoters, thereby maintaining and enhancing Zuffa’s monopoly and monopsony power, causing anticompetitive effects, and resulting in antitrust injury and damages (in the form of artificially reduced “Event Compensation” for participation in live MMA bouts) to Plaintiffs and the *Le Class*.³ Based on my review of the Complaint in the *Johnson Case*, it appears that the allegations in *Johnson* are similar in material respects to those of *Le*.

4. I am a Managing Director at Econ One Research, Inc. (“Econ One”) and a professor at the University of Utah College of Social & Behavioral Science, where I teach antitrust economics to graduate economic students and economics and the law to undergraduate economic students. I also serve as executive director of the Utah Project, an interdisciplinary center dedicated to the study of antitrust and consumer protection issues.⁴ My testifying experience has focused on antitrust and

1. All Singer Reports or declarations are noted SR#. SR1 (August 31, 2017), SR2 (January 12, 2018), SR3 (April 3, 2018), SR4 (May 28, 2018), SR5 (November 13, 2023).

2. SR1 ¶1

3. SR2 ¶2.

4. See *Utah Project on Antitrust and Consumer Protection*, THE UNIVERSITY OF UTAH, <https://utahproject.utah.edu/> (last visited Mar. 3, 2023).

consumer protection matters, with a special emphasis in assessing common impact in class action litigation.

5. I am an applied microeconomist with an emphasis on industrial organization and regulation. In an academic capacity, I have published several books and book chapters, spanning a range of industries and topics, and my articles have appeared in dozens of legal and economic journals. My competition-related articles have appeared in multiple American Bar Association (ABA) Antitrust Section journals, and I have been a panelist at several ABA Antitrust events. In a consulting capacity, I have been nominated for antitrust practitioner of the year among economists by the American Antitrust Institute (AAI) for my work in *Tennis Channel v. Comcast*. AAI named me as Co-Honoree in the same category in 2018 for my work *In Re Lidoderm Antitrust Litigation*. AAI also named me as Honoree in the same category in 2023 for my work in the *Le Case*.

6. I have testified as an economic expert in state and federal courts, as well as before regulatory agencies. I also have testified before the House Judiciary Subcommittee on Antitrust and the Senate Judiciary Subcommittee on Competition Policy, Antitrust, and Consumer Rights on the interplay between antitrust and sector-specific regulation. I have served as an expert for both plaintiffs seeking class certification and defendants opposing class certification. Federal courts have relied on my work in certifying ten classes in antitrust matters (including the *Le Case*),⁵ and five classes in consumer protection matters.⁶ I also have testified many times before Congress on competition policy.⁷ In antitrust litigation, I have served as an expert to the Federal Trade Commission, the Competition Bureau Canada, and to several state Attorneys General in antitrust

5. See *Meijer, Inc. v. Abbott Laboratories*, No. C 07-5985 CW, 2008 WL 4065839 (N.D. Cal. Aug. 27, 2008) (Granting Plaintiffs' Motion for Class Certification); *Natchitoches Parish Hosp. Serv. Dist. v. Tyco Intl., Ltd.*, 262 F.R.D. 58 (D. Mass. 2008) (Granting Motion to Certify Class); *Southeast Missouri Hospital and St. Francis Medical Center v. C.R. Bard*, No. 1:07cv0031 TCM, 2008 WL 4372741 (E.D. Mo. Sep. 22, 2008) (Granting in Part Motion for Class Certification); *Johnson v. Arizona Hosp. and Healthcare Assoc.* No. CV 07-1292-PHX-SRB, 2009 WL 5031334 (D. Ariz. July 14, 2009) (Granting in Part Motion for Class Certification); *In re Delta/AirTran Baggage Fee Antitrust Litig.*, 317 F.R.D. 665 (N.D. Ga. 2016) (Granting Motion to Certify Class); *In re Lidoderm Antitrust Litig.*, No. 12-md-02521, 2017 WL 679367 (N.D. Cal. Feb. 21, 2017) (Granting Motions for Class Certifications and Denying *Daubert* Motions); *Cung Le, et al. v. Zuffa, LLC d/b/a Ultimate Fighting Championship*, 2:15-cv-01045-RFB-BNW, ECF No. 839 (D. Nev. Aug. 9, 2023) (Order Granting in part Plaintiffs' Motion for Class Certification); *In Re: Pork Antitrust Litigation*, No. 0:18-cv-01776, ECF No. 1887 (D. Minn. Mar. 29, 2023) (Granting Motion to Certify Class); *Simon and Simon, PC d/b/a City Smiles and VIP Dental Spas v. Align Technology, Inc.*, No. 20-cv-03754-VC (N.D. Cal. Nov. 29, 2023) (Order Granting in Part and Denying in Part the Motions for Class Certification; Denying Motions to Exclude Dr. Singer and Dr. Vogt); *In Re: Broiler Chicken Growing Antitrust Litigation (No. II)*, 6:20-MD-02977-RJS-CMR, ECF No. 798 (E.D. Okla. May 8, 2024) (Order Granting Plaintiffs' Motion For Class Certification And Denying Defendant's Motion To Exclude).

6. See *In re MacBook Keyboard Litigation*, Case No. 5:18-cv-02813-EJD, 2021 WL 1250378 (N.D. Cal. Mar. 8, 2021); *In re JUUL Labs, Inc., Marketing, Sales Practices, and Products Liability Litigation*, Case No. 19-md-02913-WHO, ECF No. 3327 (N.D. Cal. Jun. 28, 2022); *In Re: Pepperdine University Tuition and Fees Covid-19 Refund Litigation*, Master File No. 2:20-cv-04928-DMG, ECF No. 115 (C.D. Cal. Sept. 26, 2023); *In Re: University of Southern California Tuition and Fees COVID-19 Refund Litigation*, Case No. 2:20-cv-4066-DMG, ECF No. 213 (C.D. Cal. Sep. 29, 2023); *Michael Miazza, et al. v. Board of Supervisors of Louisiana State University and Agricultural and Mechanical College*, Case No. C-696918 (Parish of East Baton Rouge May 19, 2023) (Granting Motion to Certify Class).

7. "Reviving Competition, Part 1: Proposals to Address Gatekeeper Power and Lower Barriers to Entry Online," held by the House Subcommittee on Antitrust, Feb. 23, 2021; "Breaking the News – Journalism, Competition, and the Effects of Market Power on a Free Press," held by the Senate Subcommittee on Competition Policy, Antitrust, and Consumer Rights, Feb. 2, 2022; "(Im)Balance of Power: How Market Concentration Affects Worker Compensation and Consumer Prices," Testimony to the House Committee on Economic Disparity and Fairness in Growth, Apr. 6, 2022.

matters. Specific to settlement allocation, I have designed and proposed allocation plans similar to that proposed herein in two other cases.⁸

7. I have been asked by Co-Lead Class Counsel in *Le* and proposed Settlement Class Counsel in *Johnson* to assist in devising a plan of allocation to distribute the net proceeds from the Settlement, after deduction of any Court approved attorneys' fees, expenses, or other costs (the "Net Settlement Fund") to the members of the two "Settlement Classes" defined as follows:

- ***Le* Class:** All persons who competed in one or more live professional UFC-promoted MMA bouts taking place or broadcast in the United States from December 16, 2010, through June 30, 2017. Excluded from the *Le* Class are all persons who are not residents or citizens of the United States unless the UFC paid such persons for competing in a bout fought in the United States.
- ***Johnson* Settlement Class:** All persons who competed in one or more live professional UFC-promoted MMA bouts taking place or broadcast in the United States from July 1, 2017 to the date of preliminary approval of the Settlement. Excluded from the *Johnson* Settlement Class are all persons who are not residents or citizens of the United States unless the UFC paid such persons for competing in a bout fought or broadcast in the United States.

8. From my review of the data and other information, it is clear that there are several fighters who are members of both the *Le* Class and the *Johnson* Settlement Class. This plan proposes that such fighters, who submit valid and timely claim forms for both cases, would be entitled to recover from both the portion of the Net Settlement Fund allocated to the *Le* Class (the "*Le* Class Tranche") and the portion of the Net Settlement Fund allocated to the *Johnson* Settlement Class (the "*Johnson* Settlement Class Tranche"). Each such dual Claimant would be entitled to recover his or her allocation from both the *Le* Class Tranche and the *Johnson* Settlement Class Tranche combined.

9. This declaration is organized as follows. In Part I, I explain the allocation of the Net Settlement Fund as between the two Settlement Classes, which establishes a pool of funds for those members of the *Le* Class (*i.e.*, the *Le* Class Tranche) who submit valid claims ("*Le* Claimants"), and a separate pool of funds for those members of the *Johnson* Settlement Class (*i.e.*, the *Johnson* Settlement Class Tranche) who submit valid claims ("*Johnson* Claimants"). In Parts II and III, I explain how the pool of funds available to each of the Settlement Classes, respectively, can be allocated using event-level transaction data I have available to me for these Actions.⁹ Based on my prior impact and damages analyses from my reports in the *Le* Case, and my knowledge of the similar allegations in the *Johnson* Case, I conclude that the allocation methodologies proposed herein as between the two Settlement Classes, and within each of the Settlement Classes, are reasonable and consistent with the facts as I understand them, basic economic theory, equity, and my damages model. My staff and I are willing and able to assist the claims administrator in calculating the pro rata distributions described in this declaration.

8. *Fusion Elite All Stars, et al. v. Varsity Brands, LLC et al.*, Case No. 2:20-CV-03390 (SHL-tmp) (W.D. Tenn.); *In re Lidoderm Antitrust Litig.*, No. 12-md-02521, 2017 WL 679367 (N.D. Cal.).

9. SR1 ¶¶293, 299, 304-305 (discussing the Zuffa event-level datasets).

I. SETTLEMENT FUND ALLOCATION BETWEEN THE *LE* AND *JOHNSON* SETTLEMENT CLASSES

10. As I understand it, the Settlement Class Counsel propose, initially, to divide the Net Settlement Fund into two tranches as follows: 75 percent allocated to the *Le* Class Tranche, and 25 percent allocated to the *Johnson* Settlement Class Tranche. Due to the particularities of the *Johnson* Settlement Class, the 25 percent allocation to the *Johnson* Settlement Class represents a maximum value. In the event the calculated allocations to the *Johnson* Claimants do not equal the full value of the *Johnson* Settlement Class Tranche under the methodology proposed below, any remaining funds would be reallocated to the *Le* Class Tranche. In that situation, the final allocation to the *Le* Class could exceed 75 percent, and the final allocation to the *Johnson* Settlement Class could be less than 25 percent. I explain this possibility in detail below.

11. I believe the allocation proposal is equitable and consistent with the facts and economics of each case for the following reasons: (1) the *Le* Case is much older and includes class members who fought in the UFC further back in time, and thus on a “time value of money” basis should be entitled to more relative to *Johnson*; (2) the *Le* Case was fully litigated and the *Johnson* Case had not yet begun discovery at the time of settlement; (3) the UFC made changes to its fighter contracts seemingly in response to the *Le* Case, which benefitted the *Johnson* Settlement Class fighters and would potentially have complicated the litigation of the *Johnson* Case; and (4) I understand that the many of the class members in the *Johnson* Case may be subject to arbitration clauses and provisions banning participation in class actions, meaning that (as I understand it) these claims have limited value.

12. Starting with the available data, Table 1 below summarizes the total bout compensation paid to each of the Settlement Classes during their respective Class Periods. The *Le* Class earned a total of \$556.5 million in Event Compensation from bouts during the *Le* Class Period.¹⁰ The *Johnson* Settlement Class not subject to arbitration clauses or class action waivers earned approximately \$457.9 million from bouts during the *Johnson* Settlement Class Period.¹¹

10. I calculate that Zuffa paid *Le* Class Members \$556.5 million in Event Compensation during the *Le* Class Period (December 16, 2010 through June 30, 2017). See SR1 ¶283 (explaining compensation data comes from ZFL-0000003, ZFL-2603701, and ZFL-2764800). This figure includes all fight compensation including win and show money, as well as any and all discretionary bonuses. SR1 ¶180 (“For any given bout in any given event, the total compensation each Fighter in the Bout Class receives can be decomposed into four categories; these are (1) show and win purses, (2) discretionary/performance pay, (3) PPV royalties, and (4) letters of agreement. I define a Fighter’s total event-level compensation (“Event Compensation”) as the sum across these four categories.”).

11. Zuffa has produced an estimate for the approximate number of fighters in *Johnson* to an arbitration clause, which I used to compute the share of all *Johnson* Settlement Class members subject to these provisions. That share was 55.2 percent. I used that figure for these calculations by multiplying the share of fighters in the *Johnson* Settlement Class not subject to these provisions by the total bout compensation paid to *Johnson* Settlement Class members during the *Johnson* Class Period (\$1,022.2 * (1-0.552) = \$457.9). This result likely understates the share of all compensation during the *Johnson* Settlement Class Period not subject to arbitration provisions given that, as I understand it, Zuffa began near universally applying these provisions to new fighter contracts in or about 2020, and it is likely that the more highly paid fighters are the ones that fought more bouts over a longer period of time and thus would be more likely to have continued to be fighting into the period during which Zuffa was more universally imposing such provisions. I understand that Zuffa will, in the coming months, produce data and information that specifically identifies those fighters who executed contracts with arbitration clauses and class action waivers. This evidence will allow me to make a more precise estimate of the share of fighter pay that was paid to *Johnson* Settlement Class members not subject to arbitration clauses. Further, as reflected in Table 1 below, the data available to me at this time ends on April 13, 2023, but the *Johnson* Settlement

TABLE 1 – NOMINAL CLASS COMPENSATION

	<i>Le Class</i>	<i>Johnson Settlement Class</i>
Class Period	12/16/2010 - 6/30/2017	7/1/2016 - 4/13/2023
Fighters	1,140	1,297
Event Compensation (millions)	\$556.5	\$1,022.2
Fighters with Arbitration Clauses	0	716
Percent in Arbitration	0%	55.2%
Non-Arbitration Event Compensation (millions)	\$556.5	\$457.9

Source: ZFL-0000003, ZFL-2603701, ZFL-2764800, 20240430, “Fighter Purse Report 2017 to current.xlsx,” and “20240506 Fighter Purse Report UFC 214.xlsx”

13. To compare the relative claim value between the two Settlement Classes, I next account for the “time value of money.”¹² Intuitively, a dollar today is more valuable than a dollar a year from now—compensation foregone by Settlement Class members in the past could have been invested for a larger value today. Accordingly, when considering the allocation between the Settlement Classes, a dollar damage caused ten years ago should be weighted more than a dollar of damage caused yesterday. The standard method for addressing the time value of money is to perform a “future value” calculation, whereby funds in one period are scaled to a future period using an interest rate.¹³ For the purposes of this comparison I use a seven percent interest rate to estimate the present value of the compensation for both Settlement Classes.¹⁴ Doing so yields the present value of the Settlement Classes’ compensation in Table 2 below.

Class Period will run to the date of preliminary approval. As a result, I expect to have updated compensation figures for the *Johnson Settlement Class* prior to distribution to reflect compensation paid through the end of the *Johnson Settlement Class Period*.

12. STEPHEN ROSS, RANDOLPH WESTERFIELD & BRADFORD JORDAN, FUNDAMENTALS OF CORPORATE FINANCE 121 (McGraw-Hill 8th ed. 2007) (“In the most general sense, the phrase time value of money refers to the fact that a dollar in hand today is worth more than a dollar promised at some time in the future. On a practical level, one reason for this is that you could earn interest while you waited; so a dollar today would grow to more than a dollar later. The trade-off between money now and money later thus depends on, among other things, the rate you can earn by investing.”).

13. *Id.* at 122 (“Future value (FV) refers to the amount of money an investment will grow to over some period of time at some given interest rate. Put another way, future value is the cash value of an investment at some time in the future.”) $FV = \$ * (1 + r)^t$, where \$ is the initial investment (here, damages incurred at time t), *r* is the per-period interest rate, and *t* is the number of periods. *Id.* at 123.

14. This discount rate is halfway between a “risk-free” investment such as the U.S. 10-year treasury, (2.4% average annual return during the *Le Class Period*), and the average return on the S&P 500 during the same period (11.6% average annual return). $11.6\% + 2.4\% / 2 = 7\%$. See <https://www.macrotrends.net/2526/sp-500-historical-annual-returns>; <https://www.macrotrends.net/2016/10-year-treasury-bond-rate-yield-chart>.

TABLE 2 – PRESENT VALUE OF CLASS COMPENSATION

	<i>Le Class</i>	<i>Johnson Settlement Class</i>
Event Compensation	\$556.5	\$457.9
Average Years Since Payment	9.8	3.3
Discount Rate	7%	7%
Present Value of Compensation	\$1,075.2	\$568.0

Source: ZFL-0000003, ZFL-2603701, ZFL-2764800, 20240430, “Fighter Purse Report 2017 to current.xlsx,” and “20240506 Fighter Purse Report UFC 214.xlsx”

14. If the two Actions had *identical* fact patterns, including identical per-fighter damages as a percentage of compensation, then Table 2 would imply a split of 65/35 between *Le Class* Tranche and the *Johnson Settlement Class* Tranche. However, the fact patterns between the two Actions are not identical. Considering the factors below, I believe it is appropriate to give a greater weight to the *Le Class* Tranche than the *Johnson Settlement Class* Tranche given the additional two factors:

- a) The *Le Case* has been fully litigated to the brink of trial, while the *Johnson Case* has not yet begun discovery. Economic theory would dictate that the *Le Case* is thus a much more valuable negotiation tool that counsel for Plaintiffs would have used to negotiate this Settlement.¹⁵
- b) The *Johnson Settlement Class* likely has lower per-fighter damages (as a percentage of compensation) relative to the *Le Class*. While I was able to compute the degree of harm to the *Le Class* members in my reports, I was not provided the necessary data and contracts to make this same calculation for the *Johnson Settlement Class*. However, I understand that Zuffa made certain adjustments to the allegedly foreclosing contracts that drove my *Le Class* damages analysis starting in in or about 2019 or 2020.¹⁶ These changes to the *Johnson Settlement Class* contracts, which at least superficially appear to lower the total amount of time a fighter is under contract with the UFC, would have at least potential benefits, on the margins, for members of the *Johnson Settlement Class* and thus could have resulted in a lower degree of per-

15. FISHER, ROGER, WILLIAM L. URY, AND BRUCE PATTON. GETTING TO YES: NEGOTIATING AGREEMENT WITHOUT GIVING IN, 102-104 (Penguin 3rd ed. 2011) (“What is your BATNA—your Best Alternative To a Negotiated Agreement? That is the standard against which any proposed agreement should be measured. That is the only standard that can protect you both from accepting terms that are too unfavorable and from rejecting terms it would be in your interest to accept . . . The better your BATNA, the greater your power. People think of negotiating power as being determined by resources determined by resources like wealth, political connections, physical strength, friends, and military might. In fact, the relative negotiating power of two parties depends primarily upon how attractive to each is the option of not reaching agreement.”). Here, the BATNA for the *Le Class* was the impending trial.

16. These changes included changes to the term lengths of some of the contractual provisions I discussed in my initial report (SR1 ¶¶66-73). It appears as if those changes were made in response to the *Le* action. I also understand that the settlement locks certain of those changes in for 5 years. Specifically, I understand those changes to include: (1) a reduction in the Right to Match Period from 12 to 4 months, (2) a reduction in the Exclusive Negotiation Period from 90 days to 40 days, (3) a modification to the injury tolling provision.

fighter damages to the *Johnson* Settlement Class relative to *Le* Class using my *Le* Class damages methodology.¹⁷

15. While there is no method to give a precise quantification of the value for each of the above factors, it would nonetheless be consistent with basic economic theory to overweight the *Le* Class relative to the *Johnson* Settlement Class because of them. Therefore, I find it reasonable to increase the proportion of the Net Settlement Fund awarded to the *Le* Class from 65 percent (as implied by Table 2) to 75 percent in light of these two factors.

II. ALLOCATION OF THE *LE* CLASS TRANCHE AMONGST *LE* CLAIMANTS

16. The 75 percent of the Net Settlement Fund allocated to the *Le* Class, namely the *Le* Class Tranche, is to be distributed among *Le* Claimants according to the method set for the below. Assuming the Court grants the Fee and Expense Award akin to that set forth in the Class Notice, this would result in a total net recovery for the *Le* Class of approximately **\$161.25M**,¹⁸ which would represent a *minimum* of 29 percent of total Event Compensation Zuffa paid to *Le* Class Members over the *Le* Class Period in the (unlikely event) that all eligible *Le* Class Members were to submit valid and timely claims.¹⁹ I propose that the Net Settlement Fund will be distributed to *Le* Claimants based on two *pro rata* factors, with a minimum recovery for any *Le* Claimant set to \$8,000:

- a) 80 percent of the *Le* Class Tranche (approximately \$129.0M) to be distributed on the basis of each *Le* Claimant's *pro rata* share of all Event Compensation²⁰ earned by *Le* Claimants during the *Le* Class Period.
- b) 20 percent of the *Le* Class Tranche (approximately \$32.25M) to be distributed on the basis of each *Le* Claimant's *pro rata* share of all *Le* Claimants' bouts fought during the *Le* Class Period.²¹

17. In my first expert report, I determined that all or nearly all *Le* Class Members were impacted by the Challenged Conduct in the case,²² and that each Class Member's damages was a

17. I considered fighters as foreclosed if their contracts (A) contained a Champion's Clause, and (B) exceeded 30 months in total duration, including the length of the exclusive negotiation period and right to match period. If a sufficient number of the *Johnson* Settlement Class member Contracts were of a shorter duration due to the contract changes in or about 2018 or 2019, then my analysis as performed in the *Le* case would potentially consider fewer fighters as foreclosed. For instance, as I understand it, the changes shortened the right to match period from one year to four months. Thus, absent alteration to account for new facts and circumstances in *Johnson*, a simple application of my damages analysis from *Le* to *Johnson* could yield lower damages to the *Johnson* Settlement Class.

18. The Settlement involves total payments of \$335M. The Net Settlement Fund after all potential deductions (of potential Court awarded fees and costs, as well as costs of administration) is approximately \$215M. $\$215 * 75%$ (share to *Le* Class Tranche) = \$161.25M. This is a minimum value. As explained in Part III, should the *Johnson* Settlement Class Tranche have any remaining funds after computation of the distributions to *Johnson* Claimants under the method set for the below, any excess funds would be added to the *Le* Class Tranche.

19. $\$161.3 / \$556.5 = 29\%$.

20. As explained in SR1 ¶180, a fighter's total event-level compensation ("Event Compensation") is the sum of (1) show and win purses, (2) discretionary/performance pay, (3) PPV royalties, and (4) letters of agreement.

21. This method results in the following equation, applied to each claiming fighter in the data: $Fighter's \$ Recovery = \left(\frac{Fighter's Bouts}{All Bouts} * 20\% * \$161.3M \right) + \left(\frac{Fighter's Comp}{All Compensation} * 80\% * \$161.3M \right)$. In this equation, "All Bouts" and "All Compensation" refer to all *Le* Claimants who submit timely and valid claims.

22. SR1 ¶¶209-232. I also reviewed record evidence of a wage structure that would have transmitted wage suppression across the *Le* Class. SR1 ¶215.

function of his or her actual compensation compared to his or her but-for compensation.²³ In particular, I estimated a regression model that mapped characteristics of the fight and the fighter, alongside a measure of the share of fighters foreclosed from rivals (“foreclosure share”), into a fighter’s share of the event’s proceeds (the “wage share”).²⁴ After fitting the model to the data, I predicted the fighter’s but-for wage with all factors held constant except for the foreclosure share, which was reduced to 30 percent in the but-for world.²⁵ If a fighter’s predicted but-for wage share exceeded his or her actual wage share for any event, I considered that fighter to have suffered injury. Accordingly, all *Le* Class Members should be principally awarded on the basis of their actual compensation earned.

18. However, it would be incorrect to assume that the rates of compensation in a but-for world would be exactly the same as they were the same as the actual world. Stated differently: In a more competitive but-for world, Zuffa may have increased its lower paid fighter payments proportionally more than it would have increased its payments to top fighters, particularly as top fighter compensation is driven by Pay-Per-View revenue shares. All else equal, I would expect the most popular fighters may have enjoyed a modicum of countervailing bargaining power to offset Zuffa’s alleged misconduct. Even if they could not leave Zuffa, they may have agitated for themselves more aggressively given their popularity. Allocating 20 percent of the compensation by the share of bouts fought (as opposed to basing allocation simply on total compensation earned) recognizes that certain journeymen fighters with less name recognition may have been harmed more as a proportion of their compensation than the more popular fighters.

19. The data produced by Zuffa in this case contains the names and exact compensation amounts of each member of the *Le* Class. Using this data, the settlement administrator can populate the *Le* Class claim form for each *Le* Claimant.²⁶

III. ALLOCATION OF THE JOHNSON SETTLEMENT CLASS TRANCHE AMONGST JOHNSON CLAIMANTS

20. The 25 percent of the Net Settlement Fund allocated to the *Johnson* Settlement Class, namely the *Johnson* Settlement Class Tranche, is to be distributed amongst *Johnson* Claimants under the method set for the below. Making the same assumptions about the requested Fee and Expense Award and other costs, this would result in a total net recovery for the *Johnson* Settlement Class of approximately **\$53.75M**.²⁷ The *Johnson* Settlement Class Tranche, under these assumptions, would represent 11.7 percent of total Event Compensation Zuffa paid to *Johnson* Settlement Class Members who were not subject to arbitration clauses or class action waivers over the *Johnson* Settlement Class Period.²⁸ As just indicated, within the *Johnson* Settlement Class, there are two

23. SR1 ¶230 (“I used the regression models...to predict the but-for compensation share for each Fighter in each event in the but-for world. I then compared the predicted but-for compensation share with the share of Event Revenue that the Fighter actually received in that event.”).

24. SR1 ¶¶180-181.

25. SR1 ¶230.

26. To the extent that a potential class member fails to submit a claim, the portion of the allocated amount to which he or she would have been entitled under this method would be allocated to the other Claimants in the appropriate Tranche based on the equations above.

27. The Settlement is for \$335M. The Net Settlement Fund after all deductions is \$215M. $\$215 * 25\% = \$53.75M$. This is a minimum value. As explained in Part III, should the *Johnson* Settlement Class Tranche have any remaining funds after assessing *Johnson* Claimants, any excess funds would be added to the *Le* Class Tranche.

28. $\$53.75 / \$457.92 = 11.7\%$

major sub-grouping of Settlement Class Members: (1) fighters whose contracts contained arbitration clauses and/or other clauses that ban participation in a class action lawsuit, and (2) fighters without such restrictive clauses.

21. For fighters *without* arbitration clauses or class action waivers in their fighter contracts, I propose that the funds will be distributed on two *pro rata* factors as follows:

- a) 80 percent of the *Johnson* Settlement Class Tranche (approximately \$43.0M) to be distributed on the basis of each *Johnson* Claimant's *pro rata* share of all Event Compensation Zuffa paid to the subset of *Johnson* Claimants not subject to arbitration clauses or class action waivers during the *Johnson* Settlement Class Period.
- b) 20 percent of the *Johnson* Settlement Class Tranche (approximately \$10.75M) to be distributed on the basis of each *Johnson* Claimant's *pro rata* share of all bouts fought by *Johnson* Settlement Class Claimants without arbitration clauses or class action waivers during the *Johnson* Settlement Class Period.²⁹

22. To ensure fairness between *Le* and *Johnson* cases given the factors set out above in Section I, individual awards from the *Johnson* Settlement Class Tranche provided to Claimants *without* arbitration clauses or class action waivers will be capped at 10 percent of each *Johnson* Claimant's Event Compensation during the *Johnson* Settlement Class Period, or \$7,000, whichever is higher.

23. Claimants *with* arbitration clauses or class action waivers, whose claims have little value, will receive a flat \$5,000 award, regardless of total compensation or number of bouts fought during the *Johnson* Settlement Class Period.

24. After making these calculations, any monies left over in the *Johnson* Settlement Class Tranche shall be allocated to the *Le* Class Tranche and distributed to *Le* Claimants pursuant to the methods set forth in Section II above.

25. Zuffa has produced for settlement purposes its compensation data that contains the names, number of bouts, and exact compensation amounts of each member of the *Johnson* Settlement Class through April 13, 2023. Zuffa has also produced an estimate for the approximate number of fighters in the *Johnson* Settlement Class subject to an arbitration clause, which I used for my calculations above. I also understand that Zuffa will, in the coming months, produce data and information that identifies those fighters who executed contracts with arbitration clauses and class action waivers. Using this data, the claims administrator can populate the *Johnson* Settlement Class claim form for each *Johnson* Settlement Class Member.³⁰

26. Any *Le* Claimant who is also *Johnson* Claimant will receive an award equal to the sum of the amount he or she would be entitled to under the formula set forth in Section II (for the

29. This method results in the following equation, applied to each claiming fighter in the data:
$$\text{Fighter's \$ Recovery} = \left(\frac{\text{Fighter's Bouts}}{\text{All Bouts}} * 20\% * \$53.8M \right) + \left(\frac{\text{Fighter's Comp}}{\text{All Compensation}} * 80\% * \$53.8M \right)$$
. In this equation, "All Bouts" and "All Compensation" refer to all *Johnson* Claimants who submit claims.

30. To the extent that a potential Settlement Class member fails to submit a claim, the portion of the Net Settlement Fund to which he or she would have been entitled would be allocated to the other Claimants in the appropriate Tranche based on the equations above.

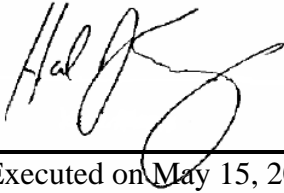
Le Class) and the total amount he or she would be entitled to under the formula set forth in Section III (for the *Johnson* Settlement Class).

CONCLUSION

27. Based on my prior economic and econometric analyses in this case, I conclude that the proposed Plan of Allocation is reasonable, equitable, and consistent with basic economic theory, and my damages models in the case.

* * *

Hal J. Singer, Ph.D.:



Executed on May 15, 2024

EXHIBIT 5

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA**

<p>Cung Le, Nathan Quarry, Jon Fitch, Brandon Vera, Luis Javier Vazquez, and Kyle Kingsbury, on behalf of themselves and all others similarly situated,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>Zuffa, LLC, d/b/a Ultimate Fighting Championship and UFC,</p> <p style="text-align: center;">Defendant.</p>	<p>No.: 2:15-cv-01045-RFB-BNW</p>
<p>Kajan Johnson, Clarence Dollaway, and Tristan Connelly, on behalf of themselves and all others similarly situated,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>Zuffa, LLC, TKO Operating Company, LLC f/k/a Zuffa Parent LLC (d/b/a Ultimate Fighting Championship and UFC) and Endeavor Group Holdings, Inc.,</p> <p style="text-align: center;">Defendants.</p>	<p>No.: 2:21-cv-1189-RFB-BNW</p>

**DECLARATION OF STEVEN WEISBROT, ESQ. OF ANGEION GROUP LLC
RE THE SETTLEMENT NOTICE PLAN**

I, Steven Weisbrot, Esq., declare under penalty of perjury as follows:

1. I am the President and Chief Executive Officer at the class action notice and claims administration firm Angeion Group, LLC (“Angeion”). Angeion specializes in designing, developing, analyzing, and implementing large-scale legal notification plans.
2. I have personal knowledge of the matters stated herein. In forming my opinions regarding notice in this action, I have communicated with class counsel and reviewed relevant pleadings and

other documents relating to the case, in addition to drawing from my extensive class action notice experience.

3. Background information on my professional experience and Angeion’s expertise with the design and implementation of hundreds of court-approved notice and administration programs, including some of the largest and most complex notice plans in recent history, is set forth in my November 17, 2023 declaration submitted with Plaintiffs’ Unopposed Motion for Approval of Class Notice Plan in *Le, et al. v. Zuffa, LLC d/b/a Ultimate Fighting Championship and UFC*, Case No. 2:15-cv-01045-RFB-BNW (the “*Le Action*”). See Declaration of Steven Weisbrot of Angeion Group, LLC re Angeion Qualifications and the Proposed Notice Plan, ¶¶ 3-16 & Exhibit D (ECF No. 916-1) (the “November 17, 2023 Weisbrot Decl.”).

4. This declaration sets for a plan of notice (the “Notice Plan”) for a global settlement (the “Settlement”) resolving two class action lawsuits: (i) *Le, et al. v. Zuffa, LLC*, No. 2:15-cv-1045 (D. Nev.) (the “*Le Action*”); and (ii) *Johnson, et al. v. Zuffa, LLC, et al.*, No. 2:21-cv-1189 (D. Nev.) (the “*Johnson Action*”) (collectively, the “Actions”). The *Le Action* was brought by plaintiffs Cung Le, Nathan Quarry, Jon Fitch, Brandon Vera, Luis Javier Vazquez, and Kyle Kingsbury and named one defendant, Zuffa, LLC. On August 9, 2023, the Court certified the *Le Class* (see below) and appointed all the plaintiffs in the *Le Action*, other than Nathan Quarry, as the class representatives for the *Le Class* (the “*Le Class Representatives*”). See ECF No. 839, at 78-79.¹ The *Johnson Action* was brought by plaintiffs Kajan Johnson, Clarence Dollaway, and Tristan Connelly (the proposed “*Johnson Settlement Class Representatives*”), and named three defendants: Zuffa, LLC, TKO Operating Company, LLC, and Endeavor Group Holdings, Inc. The *Le Class Representatives* and the *Johnson*

¹ Plaintiff Nathan Quarry was proffered as a class representative for the “Identity Rights Class,” which the Court did not certify. See generally ECF No. 839 at 75-78.

Settlement Class Representatives are collectively referred to as “Plaintiffs,” and the defendants in both Actions will be referred to collectively as “Defendants.”

5. On August 9, 2023, the Court certified the *Le* Class, which includes all persons who competed in one or more live professional UFC-promoted MMA bouts taking place or broadcast in the United States from December 16, 2010 to June 30, 2017, but excludes from the *Le* Class all persons who are not residents or citizens of the United States unless the UFC paid such persons for competing in a bout fought in the United States. *See* ECF No. 839 (defining the Bout Class)). On November 17, 2023, the Court directed notice to the *Le* Class pursuant to the notice plan set forth in the November 17, 2023 Weisbrot Decl., ¶¶ 17-41. *See* ECF No. 921. The Court also appointed Angeion as the notice administrator for the *Le* Class. *See id.* ¶ 1.

6. On February 5, 2024, plaintiffs in the *Le* Action filed with the Court a notice concerning the implementation of the *Le* Class notice program. *See* Plaintiffs’ Notice of: (1) Effectuation of Class Notice Plan, and (2) Exclusions from Bout Class, ECF No. 966, at 1 (Feb. 5, 2024). Attached to Plaintiffs’ Notice was a second declaration from Angeion describing in detail the notice process and indicating that, as of February 5, 2024, no requests for exclusion were submitted by members of the *Le* Class (the deadline to request exclusion from the *Le* Class was January 22, 2024). *See generally* Declaration of Steven Weisbrot, Esq. of Angeion Group, LLC re Implementation of Notice Plan and Report on Exclusions and Objections Received, ECF No. 966-1 (Feb. 5, 2024).

7. As I understand it, on April 24, 2024, the parties finalized the written agreement setting forth the terms and conditions of the Settlement, which include the release and dismissal with prejudice of the Plaintiffs’ claims against the Defendants in both Actions (the “Settlement Agreement”).

8. The Settlement Agreement defines the Settlement Classes to include the members of both the *Le* Class and the proposed *Johnson* Settlement Class. The Settlement Agreement defines the *Johnson* Settlement Class as follows:

All persons who competed in one or more live professional UFC-promoted MMA bouts taking place or broadcast in the United States from July 1, 2017 to the date of preliminary approval of the Settlement (the “*Johnson* Settlement Class Period”).

Excluded from the *Johnson* Settlement Class are all persons who are not residents or citizens of the United States unless the UFC paid such persons for competing in a bout fought or broadcast in the United States.

9. It is my understanding that some of the *Johnson* Settlement Class members are also members of the *Le* Class.

10. It is also my understanding that Plaintiffs are requesting that the Court coordinate the *Le* Action and the *Johnson* Action for settlement purposes only. The below proposed Notice Plan anticipates the Court will grant the request to coordinate the two Actions to implement a single, streamlined settlement process.

11. The proposed Notice Plan, as described below, is substantially similar to the plan for notice articulated in the November 17, 2023 Weisbrot Decl., and which the Court approved. ECF No. 921. Angeion will disseminate the notice and maintain the Settlement website (www.UFCFighterClassAction.com) in the same manner as described in the November 17, 2023 Weisbrot Decl., and outlined below, except the information provided to the Settlement Classes will be amended: (i) to include information relating to the Settlement (including, but not limited to, information about the timing for the claim submission process, the proposed Plan of Allocation, the deadlines for submitting objections or requesting exclusion from the *Johnson* Settlement Class, and the date of the Fairness Hearing, among other information) as reflected in the updated proposed long-form notice, short-form notice, and poster notice with cover letter attached hereto as Exs. A, B & C, respectively; and (ii) to inform members of the *Johnson* Settlement Class that they may request exclusion from the *Johnson* Settlement Class. As noted above, the deadline for members of the *Le* Class to request exclusion from the *Le* Class has already passed.

SUMMARY OF THE NOTICE PLAN

12. The proposed Notice Plan provides for individual direct notice via email and/or mail to all reasonably-identifiable members of the Settlement Classes, complemented by a targeted first-party social media campaign, and posted notice in notable Mixed Martial Arts (“MMA”) Gyms. The Notice

Plan also includes updating and maintaining the Settlement Website and toll-free telephone line where members of the Settlement Classes can learn more about their rights and options in the Settlement.

EMAIL NOTICE

13. As part of the Notice Plan, Angeion will send direct email notice (in the short-form notice format) to all members of the Settlement Classes who have valid email addresses on the Class List. Angeion follows best practices to both validate emails and increase deliverability.

14. Specifically, prior to distributing the email notice, Angeion subjects the email addresses to a cleansing and validation process. The email cleansing process removes extra spaces, fixes common typographical errors in domain names, and corrects insufficient domain suffixes (*e.g.*, gmail.com to gmail.com, gmail.co to gmail.com, yahoo.com to yahoo.com, etc.). The email addresses are then subjected to an email validation process whereby each email address will be compared to known bad email addresses.² Email addresses that are not designated as a known bad address will then be further verified by contacting the Internet Service Provider (“ISP”) to determine if the email address exists.

15. Further, Angeion designs the email notice to avoid many common “red flags” that might otherwise cause an email recipient’s spam filter to block or identify the email notice as spam. For example, Angeion does not include attachments like the long-form notice to the email notice because attachments are often interpreted by various ISPs as spam.

16. Angeion also accounts for the reality that some emails will inevitably fail to be delivered during the initial delivery attempt. Therefore, after the initial noticing campaign is complete, Angeion, after an approximate 24- to 72-hour rest period (which allows any temporary block at the ISP level to expire) causes a second round of email noticing to continue to any email addresses that were previously identified as soft bounces and not delivered. In our experience, this minimizes emails that may have erroneously failed to deliver due to sensitive servers and optimizes delivery.

17. In addition to the comprehensive methods described above, Angeion will cause any email address for which email notice could not be delivered to be subjected to an email change of address

² Angeion maintains a database of email addresses that were returned as permanently undeliverable, commonly referred to as a hard bounce, from prior campaigns. Where an address has been returned as a hard bounce within the last year, that email is designated as a known bad email address.

search in an attempt to locate updated email addresses. Angeion will then send email notice to any updated email addresses obtained via this process.

18. At the completion of the email campaign, Angeion will report to the Court concerning the rate of delivered emails accounting for any emails that are blocked at the ISP level. In short, the Court will possess a detailed, verified account of the success rate of the entire direct email notice campaign.

POSTAL MAILED NOTICE

19. Angeion will mail the long-form notice via first class U.S. Mail, postage pre-paid, to all members of the Settlement Classes who do not have valid email addresses and for whom mailing addresses are included on the Class List.

20. Angeion will employ the following best practices to increase the deliverability rate of the mailed notices: (i) Angeion will cause the mailing address information to be updated utilizing the United States Postal Service's ("USPS") National Change of Address database, which provides updated address information for individuals or entities who have moved during the previous four years and filed a change of address with the USPS; (ii) Notices returned to Angeion by the USPS with a forwarding address will be re-mailed to the new address provided by the USPS; (iii) Notices returned to Angeion by the USPS without forwarding addresses will be subjected to an address verification search (commonly referred to as "skip tracing") utilizing a wide variety of data sources, including public records, real estate records, electronic directory assistance listings, etc., to locate updated addresses; (iv) Notices will be re-mailed to updated addresses that were identified via the skip tracing process.

MEDIA NOTICE

21. As part of our belt and suspenders approach, in addition to the direct notice efforts described above (by both email and U.S. mail), the Notice Plan includes a comprehensive media notice campaign comprised of targeted social media notice via Facebook, Instagram and X (formerly "Twitter"), and a paid search campaign via Google.

Targeted Social Media Notice

22. The direct, targeted social media notice will be implemented by uploading known Settlement Class member email addresses directly to Facebook, Instagram and Twitter, three of the largest social

media platforms in the United States.³ If any of the email addresses are used as the primary log-on email address for these platforms, Angeion will be able to contact those specific members of the Settlement Classes on a one-to-one basis via internet ads displayed on these platforms. The internet ads will direct the members of the Settlement Classes to the Settlement website, where members of the Settlement Classes can view the long- and short-form notices and other important documents from the case and find answers to frequently asked questions as well as contact information.

23. Further, for members of the Settlement Classes who do not have email addresses on the Class List, Angeion will perform research to identify their verified social media accounts on those platforms. Social media notice will then also target those verified accounts.

Paid Search Campaign

24. The Notice Plan also includes a paid search campaign on Google to help drive members of the Settlement Classes who are actively searching for information about the settlement to the dedicated Settlement website. Paid search ads will complement the social media notice, as search engines are frequently used to locate a specific website, rather than a person typing in the URL. Search terms would relate to not only the settlement itself but also the subject matter of the class action. In other words, the paid search ads are driven by the individual user's search activity, such that if that individual searches for (or has recently searched for) the litigation or other terms related to the class action, that individual could be served with an advertisement directing them to the Settlement website.

MMA GYM NOTICE

25. In coordination with class counsel, Angeion will identify notable and relevant MMA Gyms (including training camps). A poster-size version of the short-form notice (11" x 17") will be sent to each of the notable MMA Gyms that are researched and identified, along with a request to post the notice in a highly visible area where members of the Settlement Classes are most likely to view the

³ In the United States in 2023, Facebook has a reported 243.58 million users, Instagram has a reported 150.99 million users, and X/Twitter has a reported 64.9 million users. *See*: <https://www.statista.com/statistics/408971/number-of-us-facebook-users>
<https://www.statista.com/statistics/293771/number-of-us-instagram-users>
<https://www.oberlo.com/statistics/number-of-twitter-users-by-country>

notice. *See* Ex. C hereto.

SETTLEMENT WEBSITE & TELEPHONE SUPPORT

26. The Notice Plan includes updating and maintaining the Settlement website, www.UFCFighterClassAction.com, where members of the Settlement Classes can easily view general information about this settlement and review relevant Court documents. The Settlement website was designed to be user-friendly to make it easy for members of the Settlement Classes to find information about the settlement, view dates and deadlines, and will have a “Contact Us” page containing a dedicated email address by which members of the Settlement Classes can send additional questions regarding the settlement.

27. The Settlement website will be designed to be ADA-compliant and optimized for mobile visitors so that information loads quickly on mobile devices. Additionally, the dedicated website will be designed to maximize search engine optimization through Google and other search engines. Keywords and natural language search terms will be included in the website’s metadata to maximize search engine rankings.

28. The toll-free hotline devoted to this case will be updated to apprise members of the Settlement Classes of their rights and options in the settlement. The toll-free hotline will continue to utilize an interactive voice response (“IVR”) system to provide members of the Settlement Classes with responses to frequently asked questions and other essential information regarding the settlement. The hotline will remain accessible 24 hours a day, 7 days a week. Members of the Settlement Classes will have the ability to request a copy of the notice via the toll-free hotline.

CONCLUSION

29. The Notice Plan outlined above includes direct notice to all reasonably identifiable members of the Settlement Classes via email and/or mail, complemented by a comprehensive media and outreach campaign. The Notice Plan also provides for the implementation of a dedicated website and toll-free hotline to further inform members of the Settlement Classes of their rights and options in the Settlement.

30. It is my professional opinion that this Notice Plan will provide full and proper notice to the members of the Settlement Classes before the claims, opt-out, and objection deadlines. Moreover, it

is my opinion that the Notice Plan is the best notice that is practicable under the circumstances and fully comports with due process and Fed. R. Civ. P. 23. After the Notice Plan has been implemented, Angeion will provide a final report verifying its effective implementation to this Court.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Dated: May 20, 2024



STEVEN WEISBROT

Exhibit A

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA

NOTICE OF CLASS ACTION SETTLEMENT

A settlement totaling \$335 million plus prospective relief in two separate cases will provide payments and other potential benefits to mixed martial arts (“MMA”) fighters if they either (i) competed in one or more live professional UFC-promoted MMA bouts taking place or broadcast in the United States from December 16, 2010 to June 30, 2017, or (ii) competed in one or more live professional UFC-promoted MMA bouts taking place or broadcast in the United States from July 1, 2017 to [DATE].

Please read this notice carefully to learn whether this class action settlement may affect your rights.

A federal court directed this notice.

This is not junk mail, an advertisement, or a solicitation from a lawyer.

- On [DATE], the Honorable Richard F. Boulware, II of the United States District Court for the District of Nevada (the “Court”), entered an order preliminarily approving a proposed settlement (the “Settlement”) between the parties in two class actions: (i) *Le, et al. v. Zuffa, LLC d/b/a Ultimate Fighting Championship and UFC*, Case No. 2:15-cv-01045 (the “Le Action”); and (ii) *Johnson, et al. v. Zuffa, LLC, et al.*, No. 2:21-cv-1189 (the “Johnson Action”). The term “Actions” used throughout this notice means both the *Le* Action and the *Johnson* Action. The Actions are separate lawsuits, but the Court has directed they be coordinated for purposes of the Settlement.
- The Settlement is for the benefit of MMA fighters who are members of one or both of the following classes: (i) the *Le* Class and (ii) the *Johnson* Settlement Class. The two classes together are referred to as the “Settlement Classes.” The term “*Le* Settlement Class Member” refers to anyone who is a member of the *Le* Settlement Class. The term “*Johnson* Settlement Class Member” refers to anyone who is a member of the *Johnson* Settlement Class. The term “Settlement Class Members” is used when referring to all members of both the *Le* Class and the *Johnson* Settlement Class together, and the singular version “Settlement Class Member” is used when referring to an individual who is a member of either of the Settlement Classes.

- The *Le* Class includes all persons who competed in one or more live professional UFC-promoted MMA bouts taking place or broadcast in the United States from December 16, 2010 to June 30, 2017 (the “*Le* Class Period”). The *Le* Class excludes all persons who are not residents or citizens of the United States unless the UFC paid such persons for competing in a bout fought in the United States. The Court certified the *Le* Class on August 9, 2023. Pursuant to a Court Order dated November 17, 2023, notice was sent to members of the *Le* Class regarding the pendency of the *Le* Action, and provided *Le* Class members the right to exclude themselves from the *Le* Class.
- The *Johnson* Settlement Class includes all persons who competed in one or more live professional UFC-promoted MMA bouts taking place or broadcast in the United States from July 1, 2017 to [the date of preliminary approval of the Settlement] (the “*Johnson* Settlement Class Period”). Excluded from the *Johnson* Settlement Class are all persons who are not residents or citizens of the United States unless the UFC paid such persons for competing in a bout fought or broadcast in the United States.
- The Court has appointed class representatives in both Actions. The Court appointed the following five professional UFC fighters to serve as representatives of the *Le* Class: Cung Le, Jon Fitch, Brandon Vera, Luis Javier Vazquez, and Kyle Kingsbury (the “*Le* Class Representatives”). The defendant in the *Le* Action is Zuffa, LLC (the “*Le* Defendant”). The Court appointed the following three professional UFC fighters to serve as representatives of the *Johnson* Settlement Class: Kajan Johnson, Clarence Dollaway, and Tristan Connelly (the “*Johnson* Settlement Class Representatives”). The defendants in the *Johnson* Action are Zuffa, LLC, TKO Operating Company, LLC, and Endeavor Group Holdings, Inc. (the “*Johnson* Defendants”). Throughout this notice, the *Le* Class Representatives and the *Johnson* Settlement Class Representatives are collectively referred to as “Plaintiffs” or the “Class Representatives;” and the *Le* Defendant and the *Johnson* Defendants are collectively referred to as “Defendants,” or “UFC” as a shorthand reference.
- The Actions allege that the UFC used anticompetitive conduct to establish and maintain its dominance in the market for Elite Professional MMA services. The alleged conduct included, among other things: (a) entering exclusive contracts with UFC fighters that effectively blocked the vast majority from fighting for rival MMA promotions; (b) acquiring rival promotion companies and locking up their MMA fighters into exclusive contracts; and (c) coercing fighters into long-term exclusivity with the UFC (together, the “Scheme”). The Actions further allege that the Scheme enabled the UFC to injure members of the Settlement Classes by artificially suppressing their bout pay.
- Defendants deny Plaintiffs’ allegations and any wrongdoing. Defendants assert that through their efforts to grow MMA and the UFC, Defendants have consistently increased the number of events that the UFC promotes and the compensation paid to fighters who participate in its MMA bouts. Defendants contend that Plaintiffs’ claims lack merit and that UFC’s conduct was *pro*-competitive, *not* anticompetitive: (a) UFC’s acquisitions of other MMA promotion companies helped grow the MMA industry by efficiently allocating

resources and did not result in the improper foreclosure of competitors, as evidenced by new market entrants and the continued growth of rival MMA promotion companies; (b) UFC's exclusive contracts with UFC fighters did not foreclose a substantial share of the market for MMA fighter services and were, in fact, pro-competitive because they were supported by legitimate business justifications; and (c) UFC did not "coerce" fighters to sign long-term exclusive contracts with the UFC, but rather hired the best fighters—who want to fight in the UFC—to help its business grow and re-signed those fighters to contracts of greater or equal value to those offered by other MMA promotions, none of which is anticompetitive according to Defendants.

- The Court has not decided which side is correct.
- If the Court approves the Settlement, it will offer cash payments to members of the *Le* Settlement Class and *Johnson* Settlement Class who submit valid and timely Claim Forms later in the process. A Claim Form is a document the Claims Administrator will make available to Settlement Class Members that contains the information needed to determine what distribution amount each Settlement Class Member will receive as part of the proposed Plan of Allocation, if approved by the Court, which is the document that describes how the funds from the Settlement will be distributed to Settlement Class Members. Later in the process, each Settlement Class Member will need to fill out a Claim Form and return it to the Claims Administrator in order to receive any financial benefits from the Settlement. (This is also referred to as submitting a "claim.") If you do not receive a Claim Form later in the process and believe you should have, you may contact the Claims Administrator. The timing of the mailing of any Claim Forms, and other information about the Settlement and how to participate in it, will be disclosed on the Settlement website: www.UFCFighterClassAction.com.
- Under the Plan of Allocation, the amount of money each Settlement Class Member who files a Claim Form receives will vary depending on several factors. As a general guideline, it is anticipated that using the procedures set forth in the Plan of Allocation, each *Le* Class Member, who submits a valid and timely Claim Form, may receive as much as 25% of the total amount he or she earned from the UFC for participating in bouts during the *Le* Class Period, and each *Johnson* Settlement Class Member (not subject to an arbitration clause or class action waiver), who submits a valid and timely Claim Form, may receive as much as 10% of the total amount he or she earned from the UFC for participating in bouts during the *Johnson* Settlement Class Period. These are only estimates and not a guarantee on the amount any Settlement Class Member may receive.
- The Plan of Allocation, in summary, works as follows. As an initial step, the funds in the Settlement Fund minus Court approved fees and costs, *i.e.*, the "Net UFC Settlement Fund" will be allocated 75% to the *Le* Class (the "*Le* Tranche") and 25% to the *Johnson* Settlement Class (the "*Johnson* Tranche").
 - *Le* Class Members who submit valid and timely claims ("*Le* Claimants") will receive a distribution payment from the *Le* Tranche that is based on two *pro rata*

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factors: (i) the total compensation each *Le* Claimant earned for participating in bouts fought during the *Le* Class Period; and (ii) the total number of bouts each *Le* Claimant fought during the *Le* Class Period. *Le* Claimants will have a minimum distribution payment of \$8,000.

- *Johnson* Settlement Class Members who submit valid and timely claims (“*Johnson* Claimants”) will be divided into two groups: the first is composed of those who are not subject to an arbitration clause and class action waiver, and the second is composed of those who are subject to an arbitration clause and class action waiver. Those *Johnson* Claimants who were not subject to an arbitration clause or class action waiver will receive distribution payments from the *Johnson* Tranche that is based on two *pro rata* factors: (i) the total compensation each *Johnson* Claimant earned for participating in bouts fought during the *Johnson* Settlement Class Period; and (ii) the total number of bouts each *Johnson* Claimant fought during the *Johnson* Settlement Class Period. *Johnson* Claimants from the first group will receive a minimum distribution payment from the *Johnson* Tranche of \$7,000. As to members of the second group, who were subject to an arbitration clause or class action waiver, they will each receive a distribution that is a flat payment set at \$5,000.
- Any Settlement Class Member who is both a *Le* Claimant and a *Johnson* Claimant will receive the sum of the allocation procedures used for both the *Le* Class and the *Johnson* Settlement Class. This summary is just a general description of the procedures used in the Plan of Allocation and more detail is provided below and in the Plan of Allocation filed with the Court.
- The Settlement also provides to UFC fighters important prospective relief that will be locked in for a five (5) year period following final approval of the Settlement. This relief includes: (i) barring Zuffa, LLC (“Zuffa”) from enforcing any Exclusive Negotiating Period in its Promotional and Ancillary Rights Agreements longer than 30 days; (ii) barring Zuffa from enforcing any Right to Match Period in its Promotional and Ancillary Rights Agreements longer than four (4) months; (iii) limiting any extension of the Term of Zuffa’s Promotional and Ancillary Rights Agreements in the event a fighter turns down a bout to the longer of the length of time sufficient to find a new opponent or for six (6) months; (iv) limiting any suspension of the Term of Zuffa’s Promotional and Ancillary Rights Agreements while a fighter is retired or disabled to a maximum of four (4) years, or otherwise allow for earlier termination of the Promotional and Ancillary Rights Agreement; (v) allowing UFC fighters to retain the right to use their own identities, including, for example, the sale of the fighters’ names, images, voices and likenesses by third parties of Merchandise; and (vi) granting UFC fighters the right to license up to three (3) still images of the fighter, to be governed by a license application to and approval by Getty Images. More information on the prospective relief provided by the Settlement is discussed below and is set forth in the Settlement Agreement.

This notice explains your legal rights and options—and the deadlines to exercise them.

- Please read this notice carefully. Your legal rights will be affected whether you act or do not act. If you are a member of the *Johnson* Settlement Class, you now have to make a choice, and this notice describes how you can continue in the *Johnson* Action or exclude yourself from the *Johnson* Action. If you are a member of the *Le* Class, you have already been afforded the opportunity to exclude yourself and you cannot now exclude yourself from the *Le* Class.
- This is not a lawsuit against you.
- This notice has important information. It explains the Settlement, and the rights and options of members of the Settlement Classes in these two class action lawsuits.
- For the full terms of the Settlement, you should look at the Settlement Agreement available at [INSERT WEB ADDRESS TO THE DOCUMENT ON THE WEBSITE].
- For additional information, including any updates relating to the Settlement or the Settlement approval process, visit www.UFCFighterClassAction.com or call toll-free 1-866-955-5564. You may also write to the Class Action Administrator by mail: UFC Fighter Class Action, c/o Class Action Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, or email: info@UFCFighterClassAction.com.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE
TO INQUIRE ABOUT THIS NOTICE.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS

This chart provides summary information about your legal rights and options. The remainder of this notice is designed to provide more information to help you evaluate your options and answer any questions that you may have. You may:

<p>DO NOTHING NOW, FILE A CLAIM LATER</p>	<p>Remain a member of the Settlement Classes (referred to as a “Settlement Class Member”). You have the right to continue participating in the Actions as a Settlement Class Member. <i>You do not need to take additional action to remain in the Settlement Classes or be a part of the Actions against the Defendants.</i></p> <p>If you remain a Settlement Class Member, <i>you need do nothing now</i>. However, <u>at a later time</u>, if the Settlement is approved, in order to receive money from the Actions, you will need to file a Claim Form. <i>See</i> Question 11 for more information.</p> <p>By remaining a Settlement Class Member, you will be bound by the outcome of the Actions, and you will give up your right to file your own lawsuit covering the same or similar claims as in the Actions.</p>
<p>EXCLUDE YOURSELF FROM THE JOHNSON SETTLEMENT CLASS</p>	<p><i>You may request to be excluded from the Johnson Settlement Class. This is also referred to as opting-out of the Settlement. This is the only way you can file or continue your own lawsuit concerning the legal claims or issues in the Actions.</i></p> <p>IMPORTANT: Only members of the <i>Johnson</i> Settlement Class can choose to opt-out. This choice is limited to members of the <i>Johnson</i> Settlement Class because members of the <i>Le</i> Class were already provided an opportunity to opt-out and the deadline for them to make that decision has passed.</p> <p>If you exclude yourself from the <i>Johnson</i> Settlement Class, you will not be able to get any money from the Settlement. You must submit a timely written request to opt-out by [DATE]. <i>See</i> Question 17 for more information on requesting an exclusion.</p>
<p>OBJECT TO THE SETTLEMENT</p>	<p>If you do not agree with any part of the Settlement, or the Plan of Allocation, or you do not agree with the requested award of attorneys’ fees, expenses, and/or service awards for the Class Representatives you may:</p> <ul style="list-style-type: none"> ● Write to the Court to explain why (<i>see</i> Question 21 for more information on filing an objection), and ● Ask to speak at the Court hearing about either the fairness of the Settlement, or the Plan of Allocation, or about the requested attorneys’ fees, expenses, or service awards to the Class Representatives. <i>See</i> Questions 16, 21, 23.
<p>FILE A CLAIM</p>	<p>This is the only way to get money from the Settlement. You must file a timely and valid claim <i>at a later point in the process</i>. <i>See</i> Question 11 for more information.</p>
<p>DEADLINES</p>	<p><i>See</i> Questions 17, 21 and 23 for more information about rights and options and all deadlines.</p>

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WHAT THIS NOTICE CONTAINS

BASIC INFORMATION 9

- 1. Why did I receive this notice?
- 2. What is this lawsuit about?
- 3. Why is this a class action, and who is involved?
- 4. Is there money available?
- 5. Am I a Settlement Class Member who is part of one or both of the class action lawsuits against the Defendants?
- 6. I am still not sure if I am included?
- 7. Are there exceptions to being a Settlement Class Member?

SETTLEMENT BENEFITS 13

- 8. What does the Settlement provide?
- 9. How do I ask for money from the Settlement?
- 10. How much money will I get?

HOW TO FILE A CLAIM.....16

- 11. How do I file a claim?
- 12. Who decides the value of my claim?
- 13. Am I giving up anything by filing a claim or not filing a claim?

THE LAWYERS REPRESENTING THE SETTLEMENT CLASSES18

- 14. Who represents the Settlement Classes in this case?
- 15. Should I get my own lawyer?
- 16. How will the lawyers be paid?

EXCLUDING YOURSELF FROM THE *JOHNSON* SETTLEMENT CLASS 19

- 17. How do I opt-out of the *Johnson* Settlement Class?
- 18. If I do not exclude myself, can I sue the *Johnson* Defendants for the same or similar thing later?
- 19. If I exclude myself from the *Johnson* Settlement Class, can I get money from the Settlement?
- 20. If I exclude myself from the Settlement, can I still object?

OBJECTING TO THE SETTLEMENT21

- 21. How do I tell the Court if I don't like any aspect of the Settlement?
- 22. What is the difference between objecting and excluding (opting out)?

THE COURT'S FAIRNESS HEARING22

- 23. When and where will the Court decide to approve the Settlement, including the attorneys' fees and costs motion and the Plan of Allocation?
- 24. Do I have to come to the Fairness Hearing to get my money?
- 25. What if I want to speak at the Fairness Hearing?

Questions? Call 1-866-955-5564 Toll-Free or Visit www.UFCFighterClassAction.com

IF YOU DO NOTHING.....23

26. What happens if I do nothing at all?

GETTING MORE INFORMATION23

27. How do I get more information?

BASIC INFORMATION

1. Why did I receive this notice?

You have received this notice because records show you may have competed in one or more live professional UFC-promoted MMA bouts taking place or broadcast in the United States from December 16, 2010 to [DATE] (the “Class Period”).

This notice explains the proposed Settlement between the parties in two class actions: (i) *Le, et al. v. Zuffa, LLC d/b/a Ultimate Fighting Championship and UFC*, Case No. 2:15-cv-01045 (D. Nev.) (the “*Le* Action”); and (ii) *Johnson, et al. v. Zuffa, LLC, et al.*, No. 2:21-cv-1189 (D. Nev.) (the “*Johnson* Action”). The term “Actions” used throughout this notice means both the *Le* Action and the *Johnson* Action. The Actions are separate lawsuits, but the Court has directed they be coordinated for purposes of the Settlement.

This notice explains the Actions, the proposed Settlement, your legal rights, the benefits available, eligibility for those benefits, and how to get them. The Honorable Richard F. Boulware, II of the United States District Court for the District of Nevada is overseeing the Actions.

There are two classes, one for each Action, which together are referred to as the “Settlement Classes” in this notice. You may be a member of one or both of the Settlement Classes. The first class is called the *Le* Class, which the Court previously certified on August 9, 2023. The second class is called the *Johnson* Settlement Class, which the Court has certified for settlement purposes only. For more information about the Settlement Classes, see Question 5.

The persons who started the Actions are called the “Plaintiffs.” The Plaintiffs in the *Le* Action are Cung Le, Nathan Quarry, Jon Fitch, Brandon Vera, Luis Javier Vazquez, and Kyle Kingsbury. All of the Plaintiffs in the *Le* Action, other than Nathan Quarry, are the “*Le* Class Representatives.” The Plaintiffs in the *Johnson* Action are Kajan Johnson, Clarence Dollaway, and Tristan Connelly (they are also referred to as the “*Johnson* Settlement Class Representatives”).

The companies Plaintiffs sued and settled with in the Actions are the “Defendants.” The Defendant in the *Le* Action is Zuffa, LLC (the “*Le* Defendant”). The Defendants in the *Johnson* Action are Zuffa, LLC, TKO Operating Company, LLC, Endeavor Group Holdings, Inc. (the “*Johnson* Defendants”). As a shorthand reference, the Defendants may also be referred to as “UFC.”

2. What is this lawsuit about?

The lawsuit alleges that Defendants used an anticompetitive Scheme to establish and maintain UFC’s market dominance, which allegedly allowed the UFC to pay its fighters substantially less than it would have paid in a more competitive market during the Class Periods in violation of federal antitrust law. The Defendants deny these claims and any allegation of wrongdoing, and assert several defenses, including that there is ample competition in the market for MMA fighters, that their conduct was pro-competitive, and that UFC continually and substantially increased fighter pay over the Class Period in each Action. The Honorable Richard F. Boulware, II of the United States District Court for the District of Nevada is overseeing the Actions. The Court has not decided which side is correct.

To obtain more information about the claims in the Actions you can view the complaints and other important court documents in this case at www.UFCFighterClassAction.com.

3. Why is this a class action, and who is involved?

In a class action lawsuit, one or more people called “Plaintiffs” or “Class Representatives” sue on behalf of other people who have similar claims. The people with similar claims together are a “class” and each is called a “class member.” In a class action, the court resolves the issues for all class members, except for those who exclude themselves (or “opt-out”) of the class. Here, only members of the *Johnson* Settlement Class may elect to opt-out at this time (*see* Question 17 for more information). The members of the *Le* Class already received notice about the *Le* Action after the Court certified the *Le* Class on August 9, 2023, and the deadline for members of the *Le* Class to opt-out has already passed.

4. Why is there a Settlement?

Plaintiffs and their lawyers (Plaintiffs’ lawyers are referred to herein as “Settlement Class Counsel” and are defined in more detail in Question 14) believe that Settlement Class Members have been damaged by Defendants’ conduct, as described in the Actions (including the complaints and any amendments). Defendants believe that Plaintiffs’ claims lack merit and would have been rejected prior to trial (in the *Johnson* Action), at trial in both Actions, or on appeal of one or both actions. The Court has not decided which side was right or wrong or if any laws were violated. Instead, Plaintiffs and Defendants agreed to settle the cases and avoid the delays, costs, and the risk of trials, and the appeals that would follow any such trials.

Plaintiffs and Settlement Class Counsel believe the Settlement is best for all members of both Settlement Classes.

The Settlement is the product of extensive arm’s length negotiations between experienced lawyers, including mediation before an experienced mediator, the Honorable Layn Phillips. Settling the Actions allows Settlement Class Members to receive significant cash payments (*see* Question 11 below).

In addition, under the Settlement, Defendants have agreed to the following changes to Zuffa, LLC’s (“Zuffa”) business practices for the benefit of fighters that will be locked in for the five (5) years after Final Approval of the Settlement:

- Zuffa will not impose as a term of its Promotional and Ancillary Rights Agreements an Exclusive Negotiation Period longer than 30 days.
- Zuffa will not impose as a term of its Promotional and Ancillary Rights Agreements a Right to Match Period following the expiration of the Exclusive Negotiation Period of longer than four (4) months.
- Zuffa will limit any extension of the term of its Promotional and Ancillary Rights Agreements in the event a UFC fighter turns down a bout with an opponent Zuffa designates (regardless of whether the fighter is unable or unwilling to accept the bout),

to the longer of the length of time sufficient to find a new opponent or for six (6) months.

- Zuffa will change the way its “Retirement Clause” operates. Pursuant to the Settlement Agreement, if a UFC Fighter announces his or her retirement, Zuffa may, at its election, (i) suspend the Term for the period of such retirement or disability (such suspension not to exceed four (4) years, the “Maximum Suspension Period”), (ii) declare that Zuffa has satisfied their obligations to promote all future Bouts to be promoted by the UFC under the Promotional and Ancillary Rights Agreement, without any compensation due to the fighter therefor, and/or (iii) provide the fighter with notice of termination in accordance with the Promotional and Ancillary Rights Agreement. At the expiration of the Maximum Suspension Period, if Fighter remains in retirement or such disability continues, the Promotional and Ancillary Rights Agreement shall automatically terminate.
- Zuffa agrees that UFC fighters shall retain the right to use their own identities, including by way of illustration and not limitation, fighters’ names, images, voices and likenesses, in connection with the creation, development, manufacture, distribution, marketing and sale directly or by third parties of Merchandise.
- Zuffa agrees to provide fighters up to three (3) still images of the fighter, the licensing of which shall be governed by a licensing application to and approval by Getty Images.

The parties agreed to settle this case only after more than nine years of extensive litigation in the *Le* Action, including extensive fact and expert discovery in the *Le* Action, and trial preparation in the *Le* Action. During discovery in the *Le* Action, Settlement Class Counsel reviewed and analyzed more than 3 million of pages of documents and conducted 28 fact witness depositions (plus seven days of testimony from defendant Zuffa’s Rule 30(b)(6) designees). The parties in the *Le* Action also completed expert discovery, which included the exchange of multiple expert reports and the depositions of all experts. The Court also held a seven-day, seven-witness hearing on the Plaintiffs’ motion for class certification. And, finally, the parties in the *Le* Action prepared the case for trial, which was set to commence only a few weeks after the parties reached the agreement to settle the Actions. When the Settlement was reached, the *Johnson* Action was in the early stages of discovery.

The Settlement allows Settlement Class Members who submit valid and timely Claim Forms (at a later time in the process) to receive material compensation, rather than risk ultimately receiving nothing and/or significant delay. The Settlement also provides for Defendants to lock in some changes to certain aspects of Defendants’ conduct that Plaintiffs alleged had injured them.

If the Settlement is approved, Plaintiffs and the members of the Settlement Classes will dismiss and release their claims against Defendants and Releasees (as identified in the Settlement Agreement).

5. Am I a Settlement Class Member who is part of one or both of the class action lawsuits against the Defendants?

There are two classes that may participate in the Settlement: (i) the *Le* Class, and (ii) the *Johnson* Settlement Class.

You are a member of the *Le* Class if you meet the following definition:

All persons who competed in one or more live professional UFC-promoted MMA bouts taking place or broadcast in the United States from December 16, 2010 to June 30, 2017. The *Le* Class excludes all persons who are not residents or citizens of the United States unless the UFC paid such persons for competing in a bout fought in the United States.

(The *Le* Class is also referred to as the “Bout Class” in various papers and orders filed with the Court.)

You are a member of the *Johnson* Settlement Class if you meet the following definition:

All persons who competed in one or more live professional UFC-promoted MMA bouts taking place or broadcast in the United States from July 1, 2017 to [the date of preliminary approval of the Settlement]. Excluded from the *Johnson* Settlement Class are all persons who are not residents or citizens of the United States unless the UFC paid such persons for competing in a bout fought or broadcast in the United States.

It is possible that you are a member of one or both Settlement Classes.

If you are not sure whether you are a Settlement Class Member, contact the Claims Administrator at:

- **The following toll-free number: 1-866-955-5564.**
- **Visit the Settlement website at www.UFCFighterClassAction.com.**
- **Write to the following address by mail: UFC Fighter Class Action, c/o Class Action Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.**
- **Use the following email address: info@UFCFighterClassAction.com.**

6. Are there exceptions to being a Settlement Class Member?

Yes. Excluded from the *Le* Class are all persons who are not residents or citizens of the United States, unless the UFC paid such persons for competing in a bout fought in the United States during the *Le* Class Period. Excluded from the *Johnson* Settlement Class are all persons who are not residents or citizens of the United States unless the UFC paid such persons for competing in a bout fought or broadcast in the United States during the *Johnson* Settlement Class Period.

7. What are my rights as a Settlement Class Member?

You have the right to continue participating in the Actions as a Settlement Class Member. You do not need to do anything at this time to remain in the Settlement Classes or be a part of the Actions against the Defendants.

If you do not exclude yourself from the *Johnson* Settlement Class, or did not exclude yourself from the *Le* Class in the past, you will remain a Settlement Class Member in one or both Actions. As a Settlement Class Member, you will retain the possibility of receiving money from the Settlement if the Court approves the Settlement. By remaining in one or both Settlement Classes, you will be bound by the terms of the Settlement, including the release of claims, and you will give up your right to file your own separate lawsuit with regard to any of the claims released by the Settlement.

If you are a member of the *Johnson* Settlement Class, you have the right to exclude yourself from the *Johnson* Settlement Class, in which case (if you are not also a member of the *Le* Class) you would preserve any right you may have to bring or continue a lawsuit of your own against the *Johnson* Defendants for the same or similar claims alleged in the *Johnson* Action, but you would give up the right to receive any payment from the Settlement in the Actions against the Defendants. See Question 17 about how to opt-out of the Settlement.

SETTLEMENT BENEFITS

8. What does the Settlement provide?

The Defendants have agreed to pay \$335 million in cash to be paid in three installments consisting of \$100 million after the Court preliminarily approves the Settlement, \$100 million after the Court grants final approval of the Settlement (or November 1, 2024, whichever is later), and \$135 million no later than April 1, 2025.

Every Settlement Class Member who (a) does not exclude him, her, or themselves from the Settlement Classes by the deadline described below, and (b) files a valid and timely claim during a process that will occur later will be paid from the monies Defendants paid to settle the Actions (“UFC Settlement Fund”), less any fees, expenses or other deductions approved by the Court, plus any accrued interest (“Net UFC Settlement Fund”). More specifically, money in this UFC Settlement Fund will be used to pay:

- The cost of Settlement claims administration and notice, and applicable taxes on the UFC Settlement Fund, and any other related tax expenses, as approved by the Court,

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- Money awards for the *Le* Class Representatives and the *Johnson* Settlement Class Representatives for their service on behalf of the Settlement Classes, as approved by the Court,
- Money for Nathan Quarry to settle his individual Identity Rights Claim, and
- Attorneys' fees and reimbursement of expenses for Settlement Class Counsel, as approved by the Court (*see* Question 16 below for more information relating to attorneys' fees and other costs).

The money in the UFC Settlement Fund less the four categories of costs described just above is referred to as the "Net UFC Settlement Fund." The Net UFC Settlement Fund will only be distributed to members of the Settlement Classes if the Court finally approves the Settlement and the plan for allocating the monies in the Net UFC Settlement Fund to members of the Settlement Classes who submit valid and timely claims later in the process (referred to as the "Plan of Allocation").

9. How do I ask for money from the Settlement?

If you are a Settlement Class Member, you must submit a valid and timely claim to get money from the Net UFC Settlement Fund **during a process that will begin several months from now**. If the Court finally approves the Settlement, as part of the Court approved distribution and allocation process, the Claims Administrator will distribute a Claim Form to complete to all Settlement Class Members, who do not exclude themselves from the Settlement Classes, and for which there are valid email or postal addresses. Settlement Class Members may also contact the Claims Administrator or visit the Settlement website if they do not receive a Claim Form. The Claim Form will include the deadline for timely submission and instructions on how to submit the Claim Form. Those Settlement Class Members who submit Claim Forms later in the process are called Claimants. The Court will decide whether to approve the plan of allocating the Net UFC Settlement Fund amongst the Claimants, and will set the schedule for that allocation process, at the time that it decides whether or not to approve the Settlement.

10. How much money will I get?

At this time, it is not known precisely how much each Settlement Class Member will receive from the Net UFC Settlement Fund or when payments will be made. The amount of your payment, if any, will be determined by the Plan of Allocation proposed by Plaintiffs and to be approved by the Court.

Under the Plan of Allocation, the amount of money distributed to each Settlement Class Member who files a valid and timely claim will vary depending on several factors. As a general guideline, it is anticipated that using the procedures set forth in the Plan of Allocation, each *Le* Class Member who submits a valid and timely claim may receive as much as 25% of the total amount he or she earned from the UFC for participating in bouts during the *Le* Class Period, and each *Johnson* Settlement Class Member (not subject to an arbitration clause or class action waiver)

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who submits a valid and timely claim may receive as much as 10% of the total amount he or she earned from the UFC for participating in bouts during the *Johnson* Settlement Class Period. These are only estimates and not a guarantee on the amount any Settlement Class Member may receive.

The proposed Plan of Allocation can be summarized as follows:

First, the Net UFC Settlement Fund will be allocated in two tranches: 75 percent to the *Le* Class (the “*Le* Class Tranche”) and 25 percent to the *Johnson* Settlement Class (the “*Johnson* Settlement Class Tranche”). This proposed allocation between the *Le* Class and the *Johnson* Settlement Class is based on four principles: (1) the *Le* Action is much older and covers an earlier class period and, therefore, members of the *Le* Class are entitled to a greater share of the Net UFC Settlement Fund because they have had to wait much longer to be compensated; (2) the *Le* Action was fully litigated up to the eve of trial, while the *Johnson* Action was in the early stage of discovery at the time of Settlement; (3) the UFC made changes to its fighter contracts after the *Le* Action, which changes could have made the *Johnson* Action more costly to litigate; and (4) more than half of the *Johnson* Settlement Class Members are subject to arbitration clauses and provisions waiving participation in class actions, which could have significantly reduced the overall value of the claims brought by the *Johnson* Settlement Class. For more information about the allocation of the Net UFC Settlement Fund, please see the analysis prepared by Plaintiffs’ expert economist, Dr. Hal J. Singer, as set forth in the Declaration of Hal J. Singer, Ph.D. In Support of Plan of Allocation, which is available on the Settlement website: [ADD LINK].

Second, the amount to be distributed to each claimant will be determined separately for the *Le* Class Tranche and the *Johnson* Settlement Class Tranche.

Each *Le* Claimant will be allocated his or her share of the *Le* Class Tranche based upon two *pro rata* factors: (i) the total compensation each received from the UFC for participating in UFC bouts (*i.e.*, the fighter’s Event Compensation) during the *Le* Class Period; and (ii) the total number of bouts each fought during the *Le* Class Period. *Le* Claimants will receive a minimum recovery amount of \$8,000.

As to the *Johnson* Settlement Tranche, the *Johnson* Settlement Claimants will be divided into two groups: (a) those *Johnson* Claimants who were **not** subject to an arbitration clause or a class action waiver during the *Johnson* Settlement Class Period (the “*Johnson* Non-Arbitration Claimants”); and (b) those *Johnson* Claimants who were subject to an arbitration clause or a class action waiver during the *Johnson* Settlement Class Period (“*Johnson* Arbitration Claimants”).

The portion of the *Johnson* Settlement Class Tranche allocated to the *Johnson* Non-Arbitration Claimants shall be allocated based upon two *pro rata* factors: (i) the total compensation each received from the UFC for participating in UFC bouts (*i.e.*, the fighter’s Event Compensation) during the *Johnson* Settlement Class Period; and (ii) the total number of bouts each fought during the *Johnson* Settlement Class Period. This allocation process mirrors that used for the *Le* Claimants, described above. *Johnson* Non-Arbitration Claimants will receive a minimum recovery amount of \$7,000.

The *Johnson* Arbitration Claimants will receive a flat recovery amount from the *Johnson* Settlement Class Tranche set at \$5,000 each. Should a court enforce the arbitration clauses and/or class action waiver in the *Johnson* Arbitration Claimants' contracts with the UFC, these claims would have little value.

Any Settlement Class Member who is both a *Le* Claimant and a *Johnson* Claimant will receive a distribution amount that is the sum of the results of the two allocation procedures used for the *Le* Class Tranche and the *Johnson* Settlement Class Tranche.

Third, to ensure fairness between the *Le* Claimants and the *Johnson* Claimants, any individual distribution amounts provided to the *Johnson* Non-Arbitration Claimants will be capped at the larger of (a) 10 percent of each *Johnson* Claimant's total compensation for bouts during the *Johnson* Settlement Class Period, or (b) \$7,000.

Fourth, in the event the calculated allocations for all valid claims submitted for the *Johnson* Settlement Class Tranche is less than 25 percent of the Net UFC Settlement Fund, then the remainder will be reallocated to the *Le* Class Tranche.

The Claims Administrator will make decisions regarding submissions of Claim Forms, including regarding their validity and amounts, with input from Settlement Class Counsel and Settlement Class Counsel's consulting economic expert.

The complete proposed Plan of Allocation is available on the Settlement website, www.UFCFighterClassAction.com.

HOW TO FILE A CLAIM

11. How do I file a claim?

If the Court approves the Settlement (*see* "The Court's Fairness Hearing" below at Question 23), the Court will at that time approve a Claim Form and set a deadline for Settlement Class Members to submit claims. At that time, to receive a payment, you must submit a Claim Form. The Claim Form for Settlement Class Members will be posted on the Settlement website and available by calling the toll-free number **1-866-955-5564**. Settlement Class Members will be able to submit claims electronically using the Settlement website or by email or through first class mail. A Claim Form will also be mailed to Settlement Class Members for which the Claims Administrator has valid and current addresses.

12. Who decides the value of my claim?

After receiving your timely-submitted Claim Form, the Court-appointed Claims Administrator will make decisions about the value and validity of claims with input from Settlement Class Counsel and Settlement Class Counsel's consulting economic expert.

For the *Le* Claimants and the *Johnson* Non-Arbitration Claimants, the amount of each such Claimant's distribution payment will be determined using data and information provided by Zuffa, including the total amount of the Event Compensation paid to, and bouts fought by, Settlement Class Members during the applicable Class Period. Whether a *Johnson* Claimant is a *Johnson*

Arbitration Claimant or a *Johnson* Non-Arbitration Claimant will be determined using contract information provided by Zuffa. The procedure used to determine the distribution amount to be paid to each Claimant is discussed in detail at Question 10 above.

Some companies may offer to help you file your Claim Form in exchange for a portion of your recovery from the Settlement. Sometimes these companies make it seem like you must use them to file a Claim Form. While you may choose to use such companies, you should know that such companies can be expensive, and that *you do not need to use such companies to file a claim in this case*. You can file with the Claims Administrator on your own, free of charge. Additionally, you are entitled to contact the Claims Administrator or Settlement Class Counsel for assistance with understanding and filing your Claim Form at no cost to you.

13. Am I giving up anything by filing a claim or not filing a claim?

If you are a *Johnson* Settlement Class Member and do not exclude yourself, or if you did not previously exclude yourself from the *Le* Class, you cannot sue, continue to sue, or be part of any other lawsuit seeking recovery for the Released Claims against the Defendants or Releasees (defined below), even if you do not file a Claim Form. More specifically, staying in the Settlement Classes means you have agreed to be bound by the Settlement Agreement and its terms including the release of claims contained therein.

The terms “Released Claims,” “Releasers,” and “Releasees” are defined in the Settlement Agreement, and they are discussed generally below to provide some background information on the Release in the Settlement Agreement. You should review the Settlement Agreement, which is available on the Settlement website, www.UFCFighterClassAction.com, for more detail about the Release. The claims released in the Settlement are described below.

The Settlement Agreement provides that the Releasers (including, without limitation, all members of the Settlement Classes and their representatives) shall be deemed to have fully, finally, and forever released, relinquished, and discharged all “Released Claims” against the Releasees. These Released Claims include all known and unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights or recovery, or liabilities for any obligations of any kind whatsoever arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, known or unknown, arising from, or relating to: (i) the factual predicates of the *Le* Action or the *Johnson* Action, or any complaint or pleading therein, including any contracts, mergers, acquisitions, transactions, or any business practices of any kind employed or executed by Defendants or their affiliates or assigns; or (ii) any issue raised in the *Le* Action or *Johnson* Action by pleading or motion. All Releasers also covenant not to sue any Releasee with respect to any of the Released Claims, and agree that all Releasers shall be permanently barred and enjoined from commencing, maintaining, or prosecuting, any action, suit, proceeding, or claim in any court, tribunal, administrative agency, regulatory body, arbitrator, or other body in any jurisdiction against any Releasee based in whole or in part upon, arising out of, or in any way connected or related to any Released Claim.

In addition, each Releasor hereby expressly waives and releases, upon the final approval of the Settlement, any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code (or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to §1545 of the California Code), which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist 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.

The Scope and Effect of the Release: Upon the Court’s Order finally approving the Settlement (and the resolution of any potential appeals), the Releasors hereby release and forever discharge, and covenant not to sue the Releasees only, with respect to, in connection with, or relating to any and all of the Released Claims.

THE LAWYERS REPRESENTING THE SETTLEMENT CLASSES

14. Who represents the Settlement Classes in this case?

The Court appointed the following law firms as Co-Lead Class Counsel (also referred to as “Plaintiffs’ Counsel”) to represent the Settlement Classes:

Eric L. Cramer
Michael Dell’Angelo
BERGER MONTAGUE PC
1818 Market St., Suite 3600
Philadelphia, PA 19103

Benjamin Brown
Richard Koffman
COHEN MILSTEIN SELLERS & TOLL, PLLC
1100 New York Ave., N.W.
Suite 500, East Tower
Washington, D.C. 20005

Joseph Saveri
JOSEPH SAVERI LAW FIRM, LLP
601 California St., Suite 1505
San Francisco, CA 94108

The term “Settlement Class Counsel” refers to Co-Lead Class Counsel and the additional firms assisting them with litigating the Actions. Settlement Class Counsel has been prosecuting the Actions, *i.e.*, performing and overseeing work (including assistance from additional law firms who are identified in the Settlement Agreement) to advance the litigation on behalf of the Plaintiffs and the Settlement Classes since December 2014 when the first case was filed.

15. Should I get my own lawyer?

You do not need to hire your own lawyer because Settlement Class Counsel are working on your behalf. If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer’s services. For example, you can ask your lawyer to appear in Court for you if you want someone other than Settlement Class Counsel to speak for you. You may also appear for yourself without a lawyer.

Questions? Call 1-866-955-5564 Toll-Free or Visit www.UFCFighterClassAction.com

16. How will the lawyers be paid?

To date, Settlement Class Counsel have not been paid any attorneys' fees or reimbursed for any out-of-pocket costs or expenses that Settlement Class Counsel expended to litigate this case. Any attorneys' fees and costs and expenses will be awarded only as approved by the Court in amounts determined to be fair and reasonable. By [DATE], Settlement Class Counsel will move for an award of attorneys' fees not to exceed one-third of the UFC Settlement Fund, plus any accrued interest, reimbursement of reasonable litigation costs and expenses not to exceed \$11 million, and service awards of up to \$250,000 for each of the five *Le* Class Representatives and up to \$60,000 for each of the three *Johnson* Settlement Class Representatives (for a total of \$1,430,000) to be paid out of the UFC Settlement Fund. If the Court grants Settlement Class Counsel's requests, these amounts would be deducted from the UFC Settlement Fund. You will not have to pay these fees, expenses, and costs out of your own pocket.

Any motions in support of the above requests will be available on the Settlement website after they are filed on [DATE]. After that time, if you wish to review the motion papers, you may do so by viewing them at www.UFCFighterClassAction.com.

The Court will consider the motion for attorneys' fees and litigation costs and expenses, service awards at or after the Fairness Hearing.

EXCLUDING YOURSELF FROM THE *JOHNSON* SETTLEMENT CLASS

17. How do I opt-out of the *Johnson* Settlement Class?

If you fall within the definition of the *Johnson* Settlement Class but do not want to be included in the *Johnson* Action against the *Johnson* Defendants for any reason, including because you want to retain the right to sue the *Johnson* Defendants for the same or similar claims as in the *Johnson* Action, then you must request exclusion (or opt-out) of the *Johnson* Action. The deadline for requesting exclusion from the *Johnson* Action is [DATE].

To exclude yourself, you must submit a written request for exclusion that includes the following information:

- The name of the Lawsuit: *Johnson, et al. v. Zuffa, LLC, et al.*, Case No. 2:21-cv-1189 (D. Nev.);
- Your name and current address;
- Your personal signature;
- A statement clearly indicating that you are a member of the *Johnson* Settlement Class; and
- A statement clearly indicating that you wish to be excluded from the *Johnson* Settlement Class.
- Keep reading for additional instructions about your opt-out choices.

Your request for exclusion must be mailed via the U.S. Postal Service to the address below so it is **received** no later than [DATE]:

**UFC Fighter Class Action
ATTN: Exclusion Request
PO Box 58220
Philadelphia, PA 19102**

If you are not also a member of the *Le* Class, by electing to be excluded: (1) you will not share in any right to receive any payment as a *Johnson* Settlement Class Member from the Settlement of the *Johnson* Action against the *Johnson* Defendants; (2) you will not be bound by any decision in the *Johnson* Action that is either favorable to the *Johnson* Settlement Class or favorable to the *Johnson* Defendants; and (3) you may present any claims you have against the *Johnson* Defendants by filing your own lawsuit.

You cannot exclude yourself (opt-out) by telephone or email.

The members of the *Le* Class already received notice about the *Le* Action after the Court certified the *Le* Class on August 9, 2023, and the deadline for *Le* Class Members to opt-out has already passed. As a result, if you are a member of the *Le* Class, you cannot choose to opt-out of the Settlement (*see also* the below explanation). Only members of the *Johnson* Settlement Class, who are not members of the *Le* Class, may choose to opt-out at this time (as described above).

By way of explanation, if you are a member of both the *Le* Class and the *Johnson* Settlement Class, and you choose to opt-out of the *Johnson* Settlement Class, you will still receive a distribution based solely on your membership in the *Le* Class. As explained above, if you opt-out of the *Johnson* Settlement Class, you will not participate in that part of the Settlement concerning the distribution of the Net UFC Settlement Fund to *Johnson* Settlement Class Members. However, if you opt-out of the *Johnson* Settlement Class and you are a *Le* Class Member (*i.e.*, you did not timely opt-out of the *Le* Class), you will still release your claims relating to the *Johnson* Action.

18. If I do not exclude myself, can I sue the *Johnson* Defendants for the same or similar thing later?

No. If you are a Settlement Class Member, unless you exclude yourself from the Settlement Classes, you give up the right to sue the Defendants and the Releasees on your own with respect to any of the claims released in the Actions as more fully described in Question 13 above.

19. If I exclude myself from the *Johnson* Settlement Class, can I get money from the Settlement?

No. If you exclude yourself from the *Johnson* Settlement Class, then you will not get any money from the Settlement that is allocated to *Johnson* Settlement Class Members.

Some fighters may be members of both the *Le* Class and the *Johnson* Settlement Class. If you are a member of both Settlement Classes and you exclude yourself from the *Johnson* Settlement Class, you will still receive a distribution based solely on your membership in the *Le* Class. As explained in Question 17 above, if you opt-out of the *Johnson* Settlement Class, you will

not participate in that part of the Settlement concerning the distribution of the Net UFC Settlement Fund to *Johnson* Settlement Class Members.

20. If I exclude myself from the Settlement, can I still object?

No. If you exclude yourself, you are no longer a Settlement Class Member and may not object to any aspect of the Settlement.

Some fighters may be members of both the *Le* Class and the *Johnson* Settlement Class. If you are a member of both Settlement Classes and you exclude yourself from the *Johnson* Settlement Class, you are still participating in the Settlement as *Le* Class Member and, because you are a *Le* Class Member, you may still object to the Settlement. See Question 21 on the process to file an objection.

OBJECTING TO THE SETTLEMENT

21. How do I tell the Court if I don't like any aspect of the Settlement?

If you are a Settlement Class Member (and don't exclude yourself from the Settlement Classes), you can object to any part or any one of the Settlement, the Plan of Allocation, the request for attorneys' fees and litigation costs and expenses, and/or the service awards request for the Class Representatives.

To object, you must timely submit a letter that includes the following: (1) the name of the Action for the class that you are a member (for the *Le* Class: *Le, et al. v. Zuffa, LLC*, Case No. 2:15-cv-01045; for the *Johnson* Settlement Class: *Johnson, et al. v. Zuffa, LLC, et al.*, Case No. No. 2:21-cv-1189; if you are a member of both Settlement Classes, then include the name of both Actions); (2) your name and address and if represented by counsel, the name, address, and telephone number of your counsel; (3) proof that you are a member of one or both of the Settlement Classes; (4) a statement detailing your objections to the Settlement with specificity and including your legal and factual bases for each objection; and (5) a statement of whether you intend to appear at the Fairness Hearing, either with or without counsel, and if with counsel, the name of your counsel who will attend. Furthermore, all objections must be signed by the objecting member of the Settlement Classes.

You cannot make an objection by telephone or email. You must do so in writing and file your objection with the Clerk of Court and mail your objection to the following address to be received by [DATE]:

United States District Court for the District of Nevada
Clerk of the Court
333 Las Vegas Blvd South
Las Vegas, NV 89101

You must also send a copy of your Statement of Objections to the Claims Administrator at the following address:

Claims Administrator
UFC Fighter Class Action
Attn: Objections
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

If you don't timely and validly submit your objection, your view will not be considered by the Court or any court on appeal.

22. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you don't exclude yourself from the Settlement Classes. Please *see* Questions 17-20 about excluding yourself from the Settlement Classes. Objecting does not change your ability to claim money from the Net UFC Settlement Fund if the Court approves the Settlement. If you exclude yourself from both Settlement Classes, you cannot object because the Settlement no longer affects your rights, and you cannot claim money from the Net UFC Settlement Fund.

THE COURT'S FAIRNESS HEARING

23. When and where will the Court decide to approve the Settlement, including the attorneys' fees and costs motion and the Plan of Allocation?

There will be a Fairness Hearing at **[TIME]** on **[DATE]**. The hearing will take place at the United States District Court for the District of Nevada, Courtroom 7C, 333 Las Vegas Boulevard South, Las Vegas, NV 89101.

Important! The time and date of the Fairness Hearing may change without additional mailed or published notice. For updated information on the hearing, visit www.UFCFighterClassAction.com.

At the Fairness Hearing, the Court will consider whether the Settlement is fair, adequate, and reasonable and should be approved. The Court will also decide whether it should give its final approval of the Plaintiffs' requests for attorneys' fees and expenses, service awards to the Class Representatives, and other costs. The Court will consider any objections and listen to Settlement Class Members who have asked to speak at the Fairness Hearing.

24. Do I have to come to the Fairness Hearing to get my money?

No. You do not have to go to the Fairness Hearing, even if you sent the Court an objection. But you can go to the hearing or hire a lawyer to go the Fairness Hearing if you want to, at your own expense.

25. What if I want to speak at the Fairness Hearing?

You must file a Notice of Intention to Appear with the Court at this address:

United States District Court for the District of Nevada
Clerk of the Court
333 Las Vegas Blvd South
Las Vegas, NV 89101

Your Notice of Intention to Appear must be filed by **[DATE]**. You must also mail a copy of your letter to Settlement Class Counsel (specifically, to the lawyers at the addresses listed in Question 14) and Counsel for the Defendants listed below:

William A. Isaacson
PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
2001 K Street, NW
Washington, DC 20006-1047

Your Notice of Intention to Appear must be signed and: (i) state your name, address, and phone number, and if applicable, the name, address, and telephone number of you attorney (who must file a Notice of Appearance with the Court); and (ii) state that you (or if applicable, your lawyer) intends to appear at the Fairness Hearing for the Settlement in *Le, et al. v. Zuffa, LLC d/b/a Ultimate Fighting Championship and UFC*, Case No. 2:15-cv-01045, and *Johnson, et al. v. Zuffa, LLC, et al.*, Case No. No. 2:21-cv-1189.

IF YOU DO NOTHING

26. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will remain a member of the Settlement Classes and be represented by Settlement Class Counsel. However, if you do not timely file a Claim Form at the appropriate time later in the process, you will not receive any payment from the Settlement. You will be bound by past and future rulings, including rulings on the Settlement, Released Claims, and Releasees.

GETTING MORE INFORMATION

27. How do I get more information?

This notice summarizes the Actions, the terms of the Settlement, and your rights and options in connection with the Settlement. More details are in the Settlement Agreement, which is available for your review at www.UFCFighterClassAction.com. The website also has the complaints and other documents relating to the Settlement.

If you have additional questions, you may contact the Claims Administrator by email, phone, or mail:

- Email: info@UFCFighterClassAction.com.
- Toll-Free: **1-866-955-5564**

Questions? Call 1-866-955-5564 Toll-Free or Visit www.UFCFighterClassAction.com

- Mail: UFC Fighter Class Action, c/o Administrator, 1650 Arch St, Ste 2210, Philadelphia, PA 19103

Publicly-filed documents can also be obtained by visiting the office of the Clerk of the United States District Court for the District of Nevada or reviewing the Court's online docket.

PLEASE DO NOT WRITE OR CALL THE COURT OR THE CLERK'S OFFICE FOR MORE INFORMATION.

Exhibit B

To: [Class Member email address]
From: Class Action Administrator
Subject: Notice of Proposed Class Action Settlement – *Le, et al. v. Zuffa, LLC d/b/a Ultimate Fighting Championship and UFC* and *Johnson, et al. v. Zuffa, LLC, et al.*

Notice ID: <<Notice ID>>

Notice of Class Action Settlement

A settlement totaling \$335 million plus prospective relief in two separate cases will provide payments and other potential benefits to mixed martial arts (“MMA”) fighters if they either (i) competed in one or more live professional UFC-promoted MMA bouts taking place or broadcast in the United States from December 16, 2010 to June 30, 2017, or (ii) competed in one or more live professional UFC-promoted MMA bouts taking place or broadcast in the United States from July 1, 2017 to [DATE].

A federal court directed this notice. This is not junk mail, an advertisement, or a solicitation from a lawyer.

This notice is only a summary.
Please visit www.UFCFighterClassAction.com for more information

- On [DATE], the Honorable Richard F. Boulware, II of the United States District Court for the District of Nevada (the “Court”), entered an order preliminarily approving a proposed settlement (the “Settlement”) between the parties in two class actions: (i) *Le, et al. v. Zuffa, LLC d/b/a Ultimate Fighting Championship and UFC*, Case No. 2:15-cv-01045 (D. Nev.) (the “*Le* Action”); and (ii) *Johnson, et al. v. Zuffa, LLC, et al.*, No. 2:21-cv-1189 (D. Nev.) (the “*Johnson* Action”). The term “Actions” used throughout this notice means both the *Le* Action and the *Johnson* Action. The Actions are separate lawsuits, but the Court has directed they be coordinated for purposes of settlement.
- The Settlement is for the benefit of MMA fighters who are members of one or both of the following classes: (i) the *Le* Class and (ii) the *Johnson* Settlement Class. The two classes together are referred to as the “Settlement Classes.” The term “*Le* Settlement Class Member” refers to anyone who is a

member of the *Le* Settlement Class. The term “*Johnson* Settlement Class Member” refers to anyone who is a member of the *Johnson* Settlement Class. The term “Settlement Class Members” is used when referring to all members of both the *Le* Class and the *Johnson* Settlement Class together, and the singular version “Settlement Class Member” is used when referring to an individual who is a member of either of the Settlement Classes.

- As part of the Settlement, the Defendants in the Actions have agreed to make settlement payments totaling \$335 million for the benefit of the Settlement Class Members who submit valid and timely Claim Forms later in the process (see below on how to ask for money from the Settlement). The Settlement also provides important prospective relief that will be locked in for a period of five (5) years after Final Approval of the Settlement that requires Zuffa, LLC (“Zuffa”) to alter its contracts and business practices in ways that give fighters more freedom, flexibility, and opportunities to earn money from competing in bouts and marketing their likeness.
- The Actions allege that the Defendants used an anticompetitive scheme to establish and maintain UFC’s market dominance, allowing UFC to pay its fighters substantially less than it would have paid in a more competitive market in violation of federal antitrust law. The Defendants deny these claims and any allegation of wrongdoing, and asserts that there is ample competition in the market for MMA fighters, UFC’s conduct was procompetitive, and UFC continually and substantially increased fighter pay over the Class Period. The Honorable Richard F. Boulware, II of the United States District Court for the District of Nevada is overseeing the Actions. Judge Boulware has not decided which side is correct.

What is the purpose of this notice?

You have received this notice because records show you may have competed in one or more live professional UFC-promoted MMA bouts taking place or broadcast in the United States during the *Le* Class Period and/or the *Johnson* Settlement Class Period, which are defined below, and you are entitled to know about your rights under a proposed Settlement between the parties in the Actions.

You may be eligible to participate in the Settlement if you are a member of one or both of the *Le* Class or the *Johnson* Settlement Class.

The *Le* Class is defined as all persons who competed in one or more live professional UFC-promoted MMA bouts taking place or broadcast in the United States from December 16, 2010 to June 30, 2017 (the “*Le* Class Period”). The *Le* Class excludes all persons who are not residents or citizens of the United States unless the UFC paid such persons for competing in a bout fought in the United States.

The *Johnson* Settlement Class is defined as all persons who competed in one or more live professional UFC-promoted MMA bouts taking place or broadcast in the United States from July 1, 2017 to the date of preliminary approval of the Settlement (the “*Johnson* Settlement Class Period”). Excluded from the *Johnson* Settlement Class are all persons who are not residents or citizens of the United States unless the UFC paid such persons for competing in a bout fought or broadcast in the United States.

What does the Settlement provide?

The Defendants have agreed to pay \$335 million in cash to be paid in three installments consisting of \$100

million after the Court preliminarily approves the settlement, \$100 million after the Court grants final approval of the Settlement (or November 1, 2024, whichever is later), and \$135 million no later than April 1, 2025. Every Settlement Class Member who (a) does not exclude him, her, or themselves from the Settlement Classes by the deadline described below, and (b) files a valid and timely Claim Form (see next topic below) during a process that will occur later will be paid from the monies Defendants paid to settle the Actions, less any fees, expenses or other deductions approved by the Court, plus any accrued interest (“UFC Settlement Fund”). The money in this UFC Settlement Fund will be also used to pay:

- The cost of settlement and claims administration and notice, and applicable taxes on the UFC Settlement Fund, and any other related tax expenses, as approved by the Court,
- Money awards for the *Le* Class Representatives and the *Johnson* Settlement Class Representatives for their service on behalf of the Settlement Classes, as approved by the Court,
- Money for Nathan Quarry to settle his individual Identity Rights Claim and for his service on behalf of the *Le* Class, and
- Attorneys’ fees and reimbursement of expenses for Settlement Class Counsel, as approved by the Court.

Payments for claims will vary depending on a number of factors, including, but not limited to: (i) whether you are a member of the *Le* Class, the *Johnson* Settlement Class, or both; (ii) a fighter’s *pro rata* share of earnings from participating in bouts fought and the total number of bouts fought during the applicable Class Period; and (iii) whether you are a *Johnson* Settlement Class member who was subject to an arbitration clause or class action ban during the *Johnson* Settlement Class Period. Certain minimum or flat payment amounts will also apply. As a general guideline, it is anticipated that using the procedures set forth in the Plan of Allocation, which is the document that describes how the funds from the Settlement will be distributed to Settlement Class Members, each *Le* Class Member who submits a valid and timely Claim Form may receive as much as 25% of the total amount he or she earned from the UFC for participating in bouts during the *Le* Class Period, and each *Johnson* Settlement Class Member (not subject to an arbitration clause or class action waiver) who submits a valid and timely Claim Form may receive as much as 10% of the total amount he or she earned from the UFC for participating in bouts during the *Johnson* Settlement Class Period. These are only estimates and not a guarantee on the amount any Settlement Class Member may receive. For more information about the payment of claims and the proposed Plan of Allocation, please visit www.UFCFighterClassAction.com or contact the Claims Administrator using the information at the end of this summary notice.

How do I ask for money from the Settlement?

If you are a Settlement Class Member, you must submit a valid and timely claim to get money from the UFC Settlement Fund during a process that will begin several months from now. If the Court finally approves the Settlement, as part of the Court approved distribution and allocation process, the Claims Administrator will distribute a Claim Form to complete to all Settlement Class Members, who do not exclude themselves from the Settlement Classes and for which there are valid email or postal addresses. A Claim Form is a document the Claims Administrator will make available to Settlement Class Members that contains the information needed to determine what distribution amount each Settlement Class

Member will receive as part of the proposed Plan of Allocation. Settlement Class Members may also contact the Claims Administrator or visit the Settlement Website if they do not receive a Claim Form. The Claim Form will include the deadline for timely submission and instructions on how to submit the Claim Form. Those Settlement Class Members who submit Claim Forms are called Claimants. The Court will approve the plan of allocating the Net UFC Settlement Fund amongst the Claimants, and will set the schedule for that process, at the time that it decides whether or not to approve the Settlement.

Visit www.UFCFighterClassAction.com for more information on how to submit a Claim Form.

What are my other options?

If you **Do Nothing**, you will be legally bound by the terms of the Settlement, and you will release your claims against the Releasees. The Release and related definitions are set forth in the Settlement Agreement, which is available on the Settlement website. You may **Object** to the terms of the Settlement, and certain *Johnson* Settlement Class Members may **Opt-Out** of the Settlement by [DATE]. Please visit www.UFCFighterClassAction.com for more information on how to Object to or Opt-Out of the Settlement.

Do I have a lawyer in this case?

Yes. The Court appointed the following law firms as Co-Lead Class Counsel to represent you and other Settlement Class Members: Berger Montague PC, Cohen Milstein Sellers & Toll, PLLC, and Joseph Saveri Law Firm, LLP. Co-Lead Class Counsel, along with additional firms that assisted them in litigating the Actions, are called “Settlement Class Counsel.” Settlement Class Counsel will be paid from the UFC Settlement Fund upon making an application to the Court.

The Court’s Fairness Hearing.

There will be a Fairness Hearing at [TIME] on [DATE]. The hearing will take place at the United States District Court for the District of Nevada, Courtroom 7C, 333 Las Vegas Boulevard South, Las Vegas, NV 89101.

Important! The time and date of the Fairness Hearing may change without additional mailed or published notice. For updated information on the hearing, visit www.UFCFighterClassAction.com.

At the Fairness Hearing, the Court will consider whether the Settlement is fair, adequate, and reasonable and should be approved. The Court will also decide whether it should give its final approval of Settlement Class Counsel’s requests for attorneys’ fees and expenses, service awards to the Class Representatives, and other costs. The Court will consider any objections and listen to Settlement Class Members who have asked to speak at the Fairness Hearing.

This notice is only a summary.

For additional information, visit www.UFCFighterClassAction.com or call toll-free 1-866-955-5564. You may also write to the Class Action Administrator by mail: **UFC Fighter Class Action**, c/o Class Action Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, or email: info@UFCFighterClassAction.com.

[Unsubscribe](#)

Exhibit C

Notice of Class Action Settlement for UFC Fighters

A settlement totaling \$335 million plus prospective relief in two separate cases will provide payments and other potential benefits to mixed martial arts (“MMA”) fighters if they either (i) competed in one or more live professional UFC-promoted MMA bouts taking place or broadcast in the United States from December 16, 2010 to June 30, 2017, or (ii) competed in one or more live professional UFC-promoted MMA bouts taking place or broadcast in the United States from July 1, 2017 to [DATE].

A federal court directed this notice. This is not junk mail, an advertisement, or a solicitation from a lawyer.

What is the purpose of this notice?

This notice is authorized by the Court to inform all persons who competed in one or more live professional UFC-promoted MMA bouts taking place or broadcast in the United States from December 16, 2010 to [DATE] that they may be eligible to participate in a proposed settlement (the “Settlement”) between the parties in two class actions: (i) *Le, et al. v. Zuffa, LLC d/b/a Ultimate Fighting Championship and UFC*, Case No. 2:15-cv-01045 (D. Nev.) (the “Le Action”); and (ii) *Johnson, et al. v. Zuffa, LLC, et al.*, No. 2:21-cv-1189 (D. Nev.) (the “Johnson Action”). The term “Actions” used throughout this notice means both the Le Action and the Johnson Action.

The Settlement is for the benefit of MMA fighters who are members of one or both of the following classes: (i) the Le Class and (ii) the Johnson Settlement Class. The two classes together are referred to as the “Settlement Classes.” Settlement Classes Members (see below) have the right to know about the Settlement. Members of the Johnson Settlement Class have the right to exclude themselves (opt-out) from the Johnson Settlement Class. Settlement Class Members who do not opt-out have the right to file an objection if they do not agree with any part of the Settlement, the requested attorneys’ fees and expenses, and/or the requested service awards for the Class Representatives.

What is the Lawsuit About?

Plaintiffs in the Actions claim that Defendants used an anticompetitive scheme to establish and maintain UFC’s market dominance, allowing UFC to pay its fighters substantially less than it would have paid in a more competitive market in violation of federal antitrust law. Defendants deny these claims and any allegation of wrongdoing, and assert that there is ample competition in the market for MMA fighters, UFC’s conduct was procompetitive, and UFC continually and substantially increased fighter pay over the Class Period. The Honorable Richard F. Boulware, II of the United States District Court for the District of Nevada is overseeing the Actions. Judge Boulware has not decided which side is correct.

Who is in the Settlement Classes?

A Settlement Class Member is a person who competed in one or more live professional UFC-promoted MMA bouts taking place or broadcast in the United States from December 16, 2010 to [DATE]. A Settlement Class Member can be a member of the Le Class or the Johnson Settlement Class or both. You are a member of the Le Class if you competed in one or more live professional UFC-promoted MMA bouts taking place or broadcast in the United States from December 16, 2010 to June 30, 2017 (the “Le Class Period”). You are a member of the Johnson Settlement Class if you competed in one or more live professional UFC-promoted MMA bouts taking place or broadcast in the United States from July 1, 2017 to [DATE] (the “Johnson Settlement Class Period”). Excluded from the Settlement Classes are all persons who are not residents or citizens of the United States, unless the UFC paid such persons for competing in a bout fought (and/or broadcast for the Johnson Settlement Class) in the United States during the applicable Class Period.

What does the Settlement provide?

Defendants have agreed to pay \$335 million in cash. Every Settlement Class Member who (a) does not exclude him, her, or themselves from the Settlement Classes by the deadline described below, and (b) files a valid and timely claim during a process that will occur later will be paid from the monies from the UFC Settlement Fund (after deducting costs, taxes, attorneys’ fees and expenses approved by the Court, and any service awards to the representatives Plaintiffs approved by the Court). More information about the Settlement, including the important non-monetary benefits it provides to fighters, can be obtained by visiting www.UFCFighterClassAction.com.

Who represents the Settlement Classes?

The Court has appointed the following law firms as Co-Lead Class Counsel to represent you and other Settlement Class Members: Berger Montague PC, Cohen Milstein Sellers & Toll, PLLC, and Joseph Saveri Law Firm, LLP. Co-Lead Class Counsel, along with additional firms that assisted them in litigating the Actions, are called “Settlement Class Counsel.” Settlement Class Counsel has been prosecuting the Actions, *i.e.*, performing and overseeing work to advance the litigation on behalf of the Plaintiffs and the Settlement Classes, since December 2014.

You do not need to hire your own lawyer because Settlement Class Counsel is working on your behalf. If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer’s services.

What are the rights of Settlement Class Members?

If you **Do Nothing**, you will be legally bound by the terms of the Settlement, and you will release your claims against the Releasees. You may **Object** and certain Settlement Class Members may **Opt-Out** to the Settlement by [DATE]. Please visit www.UFCFighterClassAction.com for more information on how to Object or Opt-Out to the Settlement.

What’s next?

There will be a Fairness Hearing at [TIME] on [DATE]. The hearing will take place at the United States District Court for the District of Nevada, Courtroom 7C, 333 Las Vegas Boulevard South, Las Vegas, NV 89101.

Important! The time and date of the Fairness Hearing may change without additional mailed or published notice. For updated information on the hearing, visit www.UFCFighterClassAction.com.

This notice is only a summary.

For additional information, visit www.UFCFighterClassAction.com or call toll-free 1-866-955-5564. You may also write to the Class Action Administrator by mail: **UFC Fighter Class Action**, c/o Class Action Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, or email: info@UFCFighterClassAction.com.



1650 Arch Street, Suite 2210
Philadelphia, PA 19103
www.angeiongroup.com
215.563.4116 (P)
215.525.0209 (F)

Month Day, 2024

RE: *Le, et al. v. Zuffa, LLC d/b/a Ultimate Fighting Championship and UFC*
U.S. District Court of Nevada, Case No. 2:15-cv-01045-RFB-BNW

Johnson, et al. v. Zuffa, LLC, et al.
U.S. District Court of Nevada, Case No. 2:21-cv-1189

Dear Gym Owner/Manager:

Enclosed is a legal Poster Notice regarding the above-referenced class actions regarding UFC Fighters who competed in one or more live professional UFC-promoted MMA bouts taking place or broadcast in the United States from December 16, 2010 to June 30, 2017 and from July 1, 2017 to [DATE].

Angeion is the Court-appointed Claims Administrator in this matter and, pursuant to the Court's [DATE OF PRELIMINARY APPROVAL] **Order Granting Motion for Preliminary Approval of Settlement**, we are sending the enclosed Poster Notice and requesting that it be posted in a highly visible area where Bout Class Members are most likely to view the notice. If you would like to review the Court's Order, please visit the Important Documents page of the notice website at www.UFCFighterClassAction.com.

For additional information, call toll-free 1-866-955-5564. You may also write to the Claims Administrator by mail: UFC Fighter Class Action, c/o Claims Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, or email: info@UFCFighterClassAction.com.

Sincerely,

Angeion Group, LLC

UFC Fighter Class Action
c/o Claims Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
1-866-955-5564
info@UFCFighterClassAction.com
www.UFCFighterClassAction.com



IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT NEVADA

CUNG LE, NATHAN QUARRY, JON FITCH,
BRANDON VERA, LUIS JAVIER
VAZQUEZ, and KYLE KINGSBURY, On
Behalf of Themselves and All Others Similarly
Situated,

Case No. 2:15-cv-01045-RFB-BNW

Plaintiffs,

v.

ZUFFA, LLC, D/B/A ULTIMATE FIGHTING
CHAMPIONSHIP and UFC,

Defendant.

KAJAN JOHNSON and CLARENCE
DOLLAWAY, On Behalf of Themselves and All
Others Similarly Situated,

Case No. 2:21-cv-01189-RFB-BNW

Plaintiffs,

vs.

ZUFFA, LLC, TKO OPERATING COMPANY,
LLC F/K/A ZUFFA PARENT LLC (D/B/A
ULTIMATE FIGHTING CHAMPIONSHIP and
UFC), and ENDEAVOR GROUP HOLDINGS,
INC.,

Defendants.

**[PROPOSED] ORDER PRELIMINARILY APPROVING SETTLEMENT IN
BOTH ABOVE-CAPTIONED MATTERS, PROVISIONALLY CERTIFYING THE
PROPOSED JOHNSON SETTLEMENT CLASS, PRELIMINARILY APPROVING
THE PLAN OF ALLOCATION, APPROVING THE NOTICE PLAN, AND APPROVING
THE PROPOSED SCHEDULE FOR COMPLETING THE SETTLEMENT PROCESS**

1 WHEREAS, Plaintiffs have moved for preliminary approval under Fed. R. Civ. P. 23(c)(2) and
 2 23(e) of the settlement (“Settlement”) between the parties in the following two class actions: (i) *Le, et*
 3 *al. v. Zuffa, LLC d/b/a Ultimate Fighting Championship and UFC*, Case No. 2:15-cv-01045 (D. Nev.)
 4 (the “*Le Action*”); and (ii) *Johnson, et al. v. Zuffa, LLC, et al.*, No. 2:21-cv-1189 (D. Nev.) (the
 5 “*Johnson Action*”) (collectively, the “*Actions*”);¹

6 WHEREAS, on April 24, 2024, Plaintiffs, both individually and on behalf of the respective
 7 “Settlement Classes” (defined below), and Defendants entered into a settlement agreement that sets
 8 forth the terms and conditions of the parties’ proposed settlement and the release and dismissal with
 9 prejudice of the Plaintiffs’ claims against Defendants (the “Settlement Agreement”);

10 WHEREAS, on May 21, 2024, Plaintiffs filed a Motion for Preliminary Approval of the
 11 Settlement, Provisional Certification of the Proposed *Johnson* Settlement Class, Approval of the Notice
 12 Plan, and Approval of the Proposed Schedule for Completing the Settlement Process, requesting the
 13 entry of an Order: (i) granting preliminary approval of the Settlement Agreement; (ii) granting
 14 Plaintiffs’ request to coordinate the *Le Action* and the *Johnson Action* for settlement purposes only;
 15 (iii) finding that the standards for certifying the proposed *Johnson* Settlement Class (defined below)
 16 under Fed. R. Civ. P. 23 for purposes of settlement and judgment are likely satisfied; (iv) appointing
 17 Plaintiffs Kajan Johnson, Clarence Dollaway, and Tristan Connelly as the representatives Plaintiffs for
 18 the *Johnson* Settlement Class under Fed. R. Civ. P. 23(a) & (g); (v) appointing Berger Montague PC,
 19 Cohen Milstein Sellers & Toll PLLC, and Joseph Saveri Law Firm, LLP as Co-Lead Class Counsel for
 20 the Settlement Classes, and Kemp Jones, LLP, Warner Angle Hallam Jackson & Formanek PLC, and
 21

22 _____
 23 ¹ Plaintiffs Cung Le, Nathan Quarry, Jon Fitch, Brandon Vera, Luis Javier Vazquez, and Kyle
 24 Kingsbury brought the *Le Action* against one defendant, Zuffa, LLC. On August 9, 2023, the Court
 25 certified the *Le Class* (*see below*) and appointed all the plaintiffs in the *Le Action*, other than Nathan
 26 Quarry, as the class representatives for the *Le Class* (the “*Le Class Representatives*”). *See* ECF No.
 27 839, at 78-79 (certifying the *Le* bout class). Plaintiff Nathan Quarry was proffered as a class
 28 representative for the “Identity Rights Class,” which the Court did not certify. *See generally* ECF No.
 839 at 75-78. Plaintiffs Kajan Johnson, Clarence Dollaway, and Tristan Connelly (the proposed
 “*Johnson Settlement Class Representatives*”) brought the *Johnson Action* against three defendants,
 Zuffa, LLC, TKO Operating Company, LLC, and Endeavor Group Holdings, Inc. The *Le Class*
 Representatives and the *Johnson Settlement Class Representatives* are collectively referred to as
 “Plaintiffs,” and the defendants in both Actions are referred to collectively as “Defendants.”

1 Clark Hill PLC as additional Settlement Class Counsel for the *Johnson* Settlement Class under Fed. R.
2 Civ. P. 23(g); (vi) authorizing dissemination of notice to the Settlement Classes; (vii) appointing
3 Angeion Group LLC (“Angeion”) as Settlement Claims Administrator; (viii) appointing The
4 Huntington National Bank (“Huntington”) as Escrow Agent; and (ix) approving the proposed
5 Settlement schedule, including setting a date for a final Fairness Hearing;

6 WHEREAS, on August 9, 2023, the Court certified the Bout Class in the *Le* Action consisting
7 of all persons who competed in one or more live professional UFC-promoted mixed martial arts
8 (“MMA”) bouts taking place or broadcast in the United States from December 16, 2010 to June 30,
9 2017 (the “*Le* Class Period”), but excluding all persons who are not residents or citizens of the United
10 States unless the UFC paid such persons for competing in a bout fought in the United States
11 (hereinafter, the “*Le* Class”) (ECF No. 839, at 79);

12 WHEREAS, Plaintiffs seek provisional certification of a class, for settlement purposes only,
13 comprised of all persons who competed in one or more live professional UFC-promoted MMA bouts
14 taking place or broadcast in the United States from July 1, 2017 to the date of preliminary approval of
15 the Settlement (the “*Johnson* Settlement Class Period”), but excluding all persons who are not residents
16 or citizens of the United States unless the UFC paid such persons for competing in a bout fought or
17 broadcast in the United States (“*Johnson* Settlement Class”) (the *Le* Class and the *Johnson* Settlement
18 Class collectively, the “Settlement Classes”);

19 WHEREAS, Defendants do not oppose Plaintiffs’ Motion; and

20 WHEREAS, the Court is familiar with the record in this case, and having reviewed the
21 Settlement and supporting documents, has found good cause for entering the following Order.

22 **NOW, THEREFORE, IT IS HEREBY ORDERED THAT:**

23 **Jurisdiction**

24 1. This Court has jurisdiction to enter this Order as it has jurisdiction over the subject
25 matter of the above-captioned actions and over Defendants and Plaintiffs, including all members of the
26 Settlement Classes.

Settlement Classes

1
2 2. Pursuant to Rule 23(e)(1)(B)(ii) of the Federal Rules of Civil Procedure, the Court
3 provisionally finds that the Court will likely find that the requirements of Federal Rules of Civil
4 Procedure 23(a) and 23(b)(3) have been satisfied for settlement and judgment purposes only for the
5 *Johnson* Settlement Class, as follows: as to the requirements of Rule 23(a), (1) the *Johnson* Settlement
6 Class provisionally certified herein includes more than one-thousand individuals and joinder of all
7 would be impracticable; (2) there are questions of law and fact common to the *Johnson* Settlement
8 Class; (3) the *Johnson* Settlement Class Representatives' claims are typical of the claims of the
9 *Johnson* Settlement Class they seek to represent for purposes of settlement; and (4) the *Johnson*
10 Settlement Class Representatives are adequate representatives of the *Johnson* Settlement Class. As to
11 the requirements of Rule 23(b)(3), with reference to settlement and entering judgment, questions of law
12 and fact common to the *Johnson* Settlement Class predominate over any questions affecting any
13 individual member of the *Johnson* Settlement Class, and that a class action on behalf of the *Johnson*
14 Settlement Class is superior to other available means of settling and disposing of this dispute.

15 3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court provisionally
16 certifies, solely for purposes of effectuating the Settlement, the following *Johnson* Settlement Class:

17 All persons who competed in one or more live professional UFC-promoted MMA bouts
18 taking place or broadcast in the United States from July 1, 2017 to the date of preliminary
19 approval of the Settlement (the "*Johnson* Settlement Class Period").

20 Excluded from the *Johnson* Settlement Class are all persons who are not residents or
21 citizens of the United States unless the UFC paid such persons for competing in a bout
22 fought or broadcast in the United States.

22 4. The Court reaffirms its finding that the requirements of Fed. R. Civ. P. 23(a) and
23 23(b)(3) are satisfied for the *Le* Class, including for settlement and judgment purposes. *See* ECF No.
24 839, at 79 (defining the Bout Class). As used herein, the term "Settlement Classes" refers to both the *Le*
25 Class and the *Johnson* Settlement Class.

26 5. For settlement purposes only, the Court hereby appoints Plaintiffs Kajan Johnson,
27 Clarence Dollaway, and Tristan Connelly as class representatives of the *Johnson* Settlement Class
28 under Fed. R. Civ. P. 23(a) & (g). The Court previously appointed Plaintiffs Cung Le, Jon Fitch,

1 Brandon Vera, Luis Javier Vazquez, and Kyle Kingsbury as the class representatives for the *Le* Class
2 (the “*Le* Class Representatives”). *See* ECF No. 839, at 79.

3 6. For settlement purposes only, the Court hereby appoints Berger Montague PC, Cohen
4 Milstein Sellers & Toll PLLC, and Joseph Saveri Law Firm, LLP as Co-Lead Class Counsel for the
5 Settlement Classes, and Kemp Jones, LLP, Warner Angle Hallam Jackson & Formanek PLC, and Clark
6 Hill PLC as additional Settlement Class Counsel for the *Johnson* Settlement Class, having determined
7 that the requirements of Rule 23(g) of the Federal Rules of Civil Procedure are fully satisfied by this
8 appointment.

9 7. The Court directs that the *Le* Action and the *Johnson* Action shall be coordinated for
10 settlement purposes only.

11 **Preliminary Approval of the Settlement**

12 8. Pursuant to Fed. R. Civ. P. 23(e)(1)(B), based on “the parties’ showing that the Court
13 will likely (i) approve the proposal[s] under Rule 23(e)(2); and (ii) certify the class for purposes of
14 judgment on the proposal[s],” the Court hereby preliminarily approves the Settlement, as embodied in
15 the Settlement Agreement.

16 9. Being familiar with the record, and having reviewed the settlement papers, the Court
17 finds the Settlement was entered into after more than nine years of hard-fought litigation in the *Le*
18 Action, including, *inter alia*, completion of fact discovery, the exchange of expert reports and the
19 depositions of each expert, an evidentiary hearing relating to class certification and *Daubert* featuring
20 seven witnesses, class certification and *Daubert* briefing (and decisions on class certification and
21 *Daubert*), three sets of summary judgment briefing (and a decision on summary judgment), and trial
22 preparation, as well as initial discovery in the *Johnson* Action. The Court finds further that the
23 Settlement process involved multiple mediations before an experienced mediator, and the parties
24 reached the Settlement only after extensive arm’s length negotiations. Accordingly, the Court
25 preliminarily finds that the Settlement meets all factors under Rule 23(e)(2) and will likely be granted
26 final approval by the Court, subject to further consideration at the Court’s final Fairness Hearing. The
27 Court finds that the Settlement encompassed by the Settlement Agreement is preliminarily determined
28 to be fair, reasonable, and adequate, and in the best interests of the Settlement Classes, raises no

1 obvious reasons to doubt its fairness and raises a reasonable basis for presuming that the Settlement and
2 its terms satisfy the requirements of Federal Rule of Civil Procedure 23(c)(2) and 23(e) and due process
3 so that notice of the Settlement should be given.

4 10. The Court has reviewed the Plan of Allocation and the Declaration of Hal J. Singer,
5 Ph.D., dated May 15, 2024, in support of the Plan of Allocation, and hereby preliminarily approves the
6 Plan of Allocation.

7 11. Angeion Group LLC is hereby appointed as Settlement Claims Administrator for the
8 Settlement Classes.

9 12. The Huntington National Bank is hereby appointed as Escrow Agent pursuant to the
10 Settlement.

11 13. The Court approves the establishment of the UFC Settlement Fund under the Settlement
12 Agreement as a qualified settlement fund (“QSF”) pursuant to Internal Revenue Code Section 468B
13 and the Treasury Regulations promulgated thereunder and retains continuing jurisdiction as to any issue
14 that may arise in connection with the formation and/or administration of the QSF. In accordance with
15 the Settlement Agreement, Co-Lead Class Counsel are authorized to withdraw funds from the QSF for
16 the payment of reasonable costs of notice, payment of taxes, and settlement administration costs.

17 14. Pending further Order of the Court, all litigation activity against Defendants on behalf of
18 the Settlement Classes is hereby stayed, and all hearings, deadlines, and other proceedings related to
19 the Plaintiffs’ claims against Defendants, other than those incident to the settlement process, are hereby
20 taken off the Court’s calendar. The stay shall remain in effect until such time that: (i) Defendants or
21 Plaintiffs exercise their right to terminate the Settlement pursuant to its terms; (ii) the Settlement is
22 terminated pursuant to its terms; or (iii) the Court renders a final decision regarding approval of the
23 Settlement, and if it approves the Settlement, enters final judgment and dismisses Plaintiffs’ claims
24 against Defendants with prejudice.

25 15. In the event that the Settlement fails to become effective in accordance with its terms, or
26 if an Order granting final approval to the Settlement and dismissing Plaintiffs’ claims against
27 Defendants with prejudice is not entered or is reversed, vacated, or materially modified on appeal, this
28 Order shall be null and void.

1 16. In the event the Settlement is terminated, not approved by the Court, or the Settlement
2 does not become final pursuant to the terms of the Settlement, litigation against Defendants shall
3 resume in a reasonable manner as approved by the Court upon an application of Plaintiffs or
4 Defendants.

5 Approval of the Notice Plan

6 17. The Court approves in form and substance the Plaintiffs' proposed notice plan, including
7 the long-form notice, the short-form notice, the poster notice, and the updated Settlement website as
8 described herein. The proposed notice plan specified by Plaintiffs and as supported by the Declaration
9 of Steven Weisbrot, Esq. of Angeion Group LLC re the Settlement Notice Plan, dated May 20, 2024
10 ("Weisbrot Settlement Decl.") (hereinafter, the "Notice Plan"): (i) is the best notice practicable; (ii) is
11 reasonably calculated, under the circumstances, to apprise members of the Settlement Classes of the
12 pendency and status of the Actions (defined in the Settlement Agreement, ¶1(a)) and of their right to
13 participate in, object to, or (where applicable) exclude themselves from the proposed Settlement; (iii) is
14 reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice
15 of the Fairness Hearing; and (iv) fully satisfies the requirements of Fed. R. Civ. P. 23(e)(1) and due
16 process and is a reasonable manner of distributing notice to class members who would be bound by the
17 Settlement.

18 18. Angeion may modify the form and/or content of the targeted advertisements and banner
19 notices as it deems necessary and appropriate to maximize their impact and reach, as long as those
20 modifications substantially comport with the notices attached to the Weisbrot Settlement Decl. as
21 Exhibits A, B, and C.

22 19. Defendants shall provide notice of the Settlement as required by 28 U.S.C. § 1715.

23 20. The Court observes that, on November 17, 2023, it authorized notice to the *Le* Class
24 relating to its certification of the Bout Class in the *Le* Action. ECF No. 921. Notice to the *Le* Class
25 utilized four forms of notice: (i) a long-form notice that provided detailed information about the *Le*
26 Action, the *Le* Class, and the *Le* Class members' rights, including their right to opt-out; (ii) a short-
27 form notice that provided critical information to *Le* Class members in a summary form and directed
28 them on how to obtain additional information; (iii) a press release notice to alert UFC fighters about the

1 *Le* Class and draw media attention to the certification of the *Le* Class; and (iv) a poster notice displayed
2 at MMA Gyms. The manner of notice employed a multiplicity of methods designed to ensure notice to
3 the largest possible number of *Le* Class members, which included: (1) direct notice to all reasonably
4 identifiable *Le* Class members via email and U.S. mail; (2) a targeted first-party social media
5 campaign; (3) the issuance of a press release; (4) posted notice in notable MMA Gyms; and (5) the
6 implementation of a dedicated website and tollfree hotline where *Le* Class members could learn more
7 about their rights and options in the *Le* Action.

8 21. The Court further observes that, on February 5, 2024, plaintiffs in the *Le* Action filed
9 with the Court a notice concerning the implementation of the *Le* Class notice program. *See* Plaintiffs'
10 Notice of: (1) Effectuation of Class Notice Plan, and (2) Exclusions from Bout Class, ECF No. 966, at
11 1 (Feb. 5, 2024). This submission, and the accompanying declaration of the Court-appointed Notice
12 Administrator (Angeion), described in detail the process and results of effectuating notice to the *Le*
13 Class, including that no requests for exclusion were submitted by *Le* Class members. *See id.* at 3-4.

14 22. The Court finds that notice to the *Le* Class was effectuated according to the Court
15 approved notice plan to the *Le* Class, as described above. The Court further finds that notice to the *Le*
16 Class was sufficient and reasonably informed *Le* Class members of their rights to participate in or opt-
17 out from the *Le* Class and, accordingly, no second opportunity to request exclusion from the *Le* Class is
18 warranted in connection with notice of the Settlement. *See Low v. Trump Univ., LLC*, 881 F.3d 1111,
19 1121-22 (9th Cir. 2018) (holding no second opportunity to opt-out at settlement stage and that Ninth
20 Circuit law provides no due process right for such a second opt-out choice); *Musgrove v. Jackson*
21 *Nurse Pros., LLC*, No. CV 17-6565 FMO (SSX), 2022 WL 2092656, at *7 (C.D. Cal. Jan. 11, 2022)
22 (approving preliminary approval of settlement and holding a settlement does not afford a second
23 opportunity to opt-out when class members had earlier opportunity and did not do so); *In re Zillow*
24 *Grp., Inc. Sec. Litig.*, No. 2:17-CV-1387-JCC, 2023 WL 2766264, at *4 (W.D. Wash. Apr. 3, 2023)
25 (same); 2 MCLAUGHLIN ON CLASS ACTIONS § 6:21 (20th ed. 2023) (collecting cases that “reject[] the
26 suggestion that a second opt-out should be granted as a matter of course, even if the terms of the
27 settlement change after the expiration of the initial opt-out period”).
28

Approval of the Schedule

23. Angeion and the parties shall adhere to the following schedule:

a. No later than 30 days of the date of this Order, Angeion shall begin the process of providing notice to the Settlement Classes, in accordance with the Notice Plan.

b. No later than 60 days of the date of this Order, Co-Lead Class Counsel shall file a motion for attorneys' fees, unreimbursed litigation costs and expenses, and service awards for the Class Representatives, pursuant to the terms of the Settlement Agreement.

c. No later than 75 days of the date of this Order, (a) *Johnson* Settlement Class Members may request exclusion from one or both of the Settlement Classes, and (b) members of both Settlement Classes may submit any objection to the proposed Settlement or to the proposed Plan of Allocation, or to Settlement Class Counsel's request for attorneys' fees, unreimbursed litigation costs and expenses, service awards to the Class Representatives, and/or any other aspect of the Settlement.

i. All objections must be in writing and filed with the Court, with copies sent to the Claims Administrator, and include the following information: (1) the name of the case (either *Le, et al. v. Zuffa, LLC*, Case No. 2:15-cv-01045 (D. Nev.), or *Johnson, et al. v. Zuffa, LLC, et al.*, Case No. 2:21-cv-1189 (D. Nev.), or both for those fighters who are members of both Settlement Classes); (2) the individual's name and address and if represented by counsel, the name, address, and telephone number of counsel; (3) proof of membership (such as, for instance, evidence of participation in a UFC bout during the relevant Class Period) indicating that the individual is a member of one or both of the proposed Settlement Classes; (4) a statement detailing all objections to the Settlement; and (5) a statement of whether the individual will appear at the Fairness Hearing, either with or without counsel. Furthermore, all objections must be signed by the objecting member of the Settlement Classes.

ii. All requests for exclusion by members of the *Johnson* Settlement Class must be in writing and filed with the Court, with copies sent to the Claims Administrator, and include the following information: (1) the name of the case (*Johnson, et al. v. Zuffa, LLC, et al.*, Case No. 2:21-cv-1189 (D. Nev.)); (2) the individual's name, address and telephone number; (3) proof indicating that the individual is a member of the proposed *Johnson* Settlement Class (such as, for instance, evidence of participation in a UFC bout during the *Johnson* Settlement Class Period); (4) a statement indicating that

1 the individual wishes to be excluded from the proposed *Johnson* Settlement Class; and (5) an individual
2 signature by the *Johnson* Settlement Class member. For clarity, those fighters who are members of both
3 the *Le* Class and the *Johnson* Settlement Class may elect to exclude themselves from the *Johnson*
4 Settlement Class only because the deadline for requesting exclusion from the *Le* Class has already
5 passed. See ¶¶ 4, 20-22 *supra*.

6 d. No later than 21 days after the expiration of the deadline for members of the
7 *Johnson* Settlement Class to request exclusion from the *Johnson* Settlement Class or for members of
8 both Settlement Classes to object to the proposed Settlement and/or attorneys' fees, expenses and
9 service awards, or the Plan of Allocation, Settlement Class Counsel shall file all briefs and materials in
10 support of final approval of the Settlement.

11 e. A hearing on final approval of the Settlement shall be held before this Court on
12 [no earlier than 106 days from this date] _____, 2024, at _____.

13
14 Dated: _____, 2024

15 **SO ORDERED**

16
17 _____
18 Richard F. Boulware, II
19 United States District Judge
20
21
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