

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement”) is made and entered into by and between Plaintiffs Moises Reza, Frank Garza, Tanner Pendergraft, Isaiah Sanchez, and Saul Garcia (“Plaintiffs”) individually and on behalf of the Settlement Class Members (as defined below), on the one hand, and Defendants Zuffa, LLC and NeuLion USA, LLC (“Defendants”), on the other hand. The Plaintiffs and Defendants are referred to collectively as the “Parties” or individually as a “Party.”

### RECITALS

This Agreement is made for the following purposes and with reference to the following facts:

**WHEREAS**, Defendants are alleged to work in tandem to offer online subscriptions to Ultimate Fighting Championship’s Fight Pass (“Fight Pass”) and such Fight Pass subscriptions renew on either a monthly or annual basis.

**WHEREAS**, Plaintiffs Reza, Garza, Pendergraft originally filed this class action on October 11, 2022, in California Superior Court, County of Alameda. On December 21, 2022, Defendants removed the case to the United States District Court for the Northern District of California, *Reza, et al. v. Zuffa, LLC, et al.*, Case No. 3-22-cv-09068-MMC (N.D. Cal.). Defendants filed a Motion to Dismiss the operative complaint and a Motion to Transfer the case to the District of Nevada. Defendants’ Motion to Transfer was then granted. No. 2:23-cv-00802-CDS-EJY (D. Nev.).

**WHEREAS**, Plaintiff Sanchez filed a putative class action on January 31, 2023, in the Superior Court of California, County of Los Angeles, Case No. 23-st-cv-02154. Defendant Zuffa removed the case to the United States District Court for the Central District of California where Plaintiff Sanchez then stipulated to transfer the matter to the District of Nevada. On August 4, 2023, the Central District of California entered an order transferring the case to the District of Nevada. No. 2:23-cv-01259-JAD-VCF (D. Nev.).

**WHEREAS**, Plaintiff Garcia filed a putative class action complaint on June 30, 2023, in the Eighth Judicial District Court for Clark County, Nevada, Case No. A-23-873287-C. Defendant Zuffa timely removed the case to the District of Nevada on August 2, 2023. No. 2:23-cv-01211-JAD-VCF (D. Nev.).

**WHEREAS**, on August 25, 2023, Defendants filed a Motion to Consolidate the related putative class actions pending in the District of Nevada. On November 8, 2023, Defendants’ Motion to Consolidate was granted and the cases were consolidated under the *Reza* case caption. Plaintiffs then filed a Consolidated Action Complaint in the United States District Court for the District of Nevada on December 8, 2023, and will file a further amended complaint pursuant to Section 2 (collectively along with any further amendments the “Action”).

**WHEREAS**, Plaintiffs are all current and former Fight Pass subscribers who bring the Action to assert tort and statutory claims based on alleged violations of California’s Automatic Purchase Renewals Law (“ARL”).

**WHEREAS**, Plaintiffs each allege to have purchased monthly Fight Pass subscriptions and incurred charges of \$9.99 per month upon renewal.

**WHEREAS**, as a result of Plaintiffs' purchases, each generally alleges Fight Pass's offer terms were not disclosed in a clear and conspicuous manner; subsequent charges were made without Plaintiffs' affirmative consent; and/or Defendants did not provide an easy and efficient mechanism for customers to cancel the Fight Pass subscription.

**WHEREAS**, Plaintiffs collectively bring five claims for relief under California law: (i) violation of the Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, et seq.; (ii) violation of the Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750, et seq.; (iii) conversion; (iv) violation of the False Advertising Law, Cal. Bus. & Prof. Code §§ 17500, et seq.; all based on alleged violations of California's Automatic Renewal Law, Cal. Bus. & Prof. Code § 17600, et seq.; and (v) unjust enrichment.

**WHEREAS**, the parties stipulated to the filing of an Amended Complaint that adds common claims under the Electronic Funds Transfer Act and Nevada Deceptive Trade Practices Act, applicable to all Settlement Class Members.

**WHEREAS**, Defendants contend Plaintiffs explicitly acknowledged, read, and understood all applicable terms, including the automatic renewal and cancellation procedures prior to submission of their credit card information, and that Plaintiffs had an opportunity to review the renewal plan before completing the sign-up process and being charged and all disclosures were clear and conspicuous.

**WHEREAS**, The Parties have engaged in an informal exchange of information under Evid. Code § 1152, as well as participated in an all-day mediation session on February 26, 2024, with respected mediator Honorable Peggy A. Leen (Ret.).

**WHEREAS**, Defendants deny all allegations of wrongdoing. Defendants also deny that the Plaintiffs, or the class they seek to represent, are entitled to any form of damages or relief based on the conduct alleged in the Action. In addition, Defendants maintain that they have meritorious defenses to all of the claims alleged in the Action, including but not limited to defenses Defendants alleged in and during mediation and in records on file.

**WHEREAS**, Settlement Class Counsel (as defined below) and the Settlement Class Representatives believe that the Action has merit and have examined and considered the benefits to be obtained under this Agreement, the risks associated with the continued prosecution of this complex and potentially time-consuming litigation, and the likelihood of class certification and success on the merits. Taking all of the above into account, Settlement Class Counsel and the Settlement Class Representatives have concluded based upon their independent investigation and information provided by Defendants that this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members (as defined below).

**WHEREAS**, as a result of the Parties' investigation and consideration of the facts underlying the Action, and to avoid the expense, inconvenience, and burden of further litigation, the Parties have agreed to a settlement of their dispute as set forth herein with no admission of

liability whatsoever by any Party. The Parties intend this Agreement to bind the Parties and all Settlement Class Members who are not excluded from the Settlement Class (as defined below).

### AGREEMENT

**NOW, THEREFORE**, in light of the foregoing, and in consideration of the terms and conditions set forth herein, which the Parties acknowledge are good and valuable consideration for this Agreement, the Parties hereby agree and stipulate, by and through their respective counsel of record, subject to approval by the Court, as follows:

1. Definitions

As used in this Agreement and its incorporated exhibits, the following terms have the following meanings:

(a) “Active Class Members” or “Active Subscribers” means Class Members, who as of the date a Claim is submitted, maintain an active, paid Fight Pass subscription.

(b) “Authorized Claimant(s)” means those Settlement Class Members who submit a valid and timely Claim Form (as defined below), as well as Settlement Class Members who cure their invalid or deficient Claim Form, and who are entitled to a Settlement Payment (as defined below) from the Net Settlement Fund (as defined below).

(c) “Claim Form” is the hard-copy or electronic form, substantially in the form of **Exhibit A** hereto, that Settlement Class Members must submit to the Claims Administrator (as defined below), certifying that they are entitled to recovery under this Agreement, to receive a portion of the Net Settlement Fund.

(d) “Claims Administrator” refers to Angeion Group (“Angeion”), which the Parties have agreed will be responsible for the administration of this class action settlement as described herein. As a condition of its appointment as Claims Administrator, Angeion shall use any Settlement Class Member information provided by either Settlement Class Counsel or Defendants solely to carry out its duties as Claims Administrator under this Settlement Agreement.

(e) “Claims Period” refers to the time period an Authorized Claimant may submit a Claim Form. The period shall last 90 calendar days and begin on the day the Claims Administrator sends the Settlement Class Notice (via email and mail).

(f) “Class Period” means October 11, 2018 through the date of preliminary approval of this Class Action Settlement, inclusive.

(g) “Class Action Settlement” refers to the settlement of the claims brought by the Settlement Class Representative and Settlement Class Members which is embodied in this Agreement.

(h) “Class Member Contact List” will be a list created by Defendants that compiles the unique email address and/or other identifying information (i.e., name, mailing address)

associated with each Fight Pass subscription during the Class Period, to the extent such information is reasonably available within its systems.

(i) “Defense Counsel” refers to Ashley Shively and Dan Kappes of Holland & Knight LLP and Colby Williams of Campbell & Williams.

(j) “Electronic Services” are services such as PayPal, Venmo, and other similar services agreed to by the Parties and Claims Administrator, that Settlement Class Members may elect to use to receive their Settlement Payment.

(k) “Fight Pass” means Defendants’ UFC Fight Pass digital subscription service and the online offerings such as live fights, shows, events and content accessible thereto.

(l) “Final Approval Order and Judgment” shall mean the final order and judgment entered by the Court in this Action upon final approval of this Class Action Settlement (as defined below). The Final Approval Order and Judgment shall not be entered if any Party terminates this Agreement under the terms set forth herein. The settlement embodied in this Agreement shall become effective on the Settlement Effective Date (as defined below).

(m) “Gross Settlement Amount” shall equal \$1,200,000.00 and is the amount Defendants agree to fund to pay all claims, settlement administration costs, incentive awards, attorneys’ fees and costs, and any other expenses associated with the Class Action Settlement. In no event will Defendants be required to pay more than \$1,200,000.00.

(n) “Inactive Class Members” or “Inactive Subscribers” means Settlement Class Members who, as of the date their Claim is submitted, do not have an active, paid Fight Pass subscription.

(o) “Material Modification” is a modification or addition that a reasonable person in that Party’s position would find to constitute a substantive change that, if known at the time the Agreement was entered into, would have affected that Party’s decision regarding whether to enter into the Agreement. By way of a non-exclusive example, such modification includes, but is not limited to, any change in the amount that will be paid by Defendants.

(p) “Net Settlement Fund” are the funds allocated to pay the claims of Authorized Claimants and excludes the amounts outlined in Section 4.4.

(q) “Payment Void Date” refers to the deadline Settlement Class Members must meet in order for their Settlement Payments to be valid. Settlement Payments sent via check or Electronic Services must be cashed, deposited, or transferred to a valid electronic account within 90 calendar days after the Settlement Effective Date.

(r) “Settlement Class” or “Settlement Class Members” means all natural persons with a current or former paid Fight Pass subscription (i.e. Active or Inactive Subscribers) within the Class Period in the following states: California, District of Columbia, Florida, Hawaii, Illinois, New York, North Carolina, North Dakota, Oregon, Virginia, Vermont. The Settlement Class as defined herein may be ascertained through Defendants’ records. Excluded from the Settlement Class are all attorneys and employees of Settlement Class Counsel, any judicial officer to whom

the Action is assigned, and persons who validly opt out of the Class Action Settlement by following the procedures set forth herein.

(s) “Settlement Class Counsel” refers to: L. Timothy Fisher of Bursor & Fisher, P.A. and Adrian Gucovschi and Benjamin Rozenshteyn of Gucovschi Rozenshteyn, PLLC., attorneys for Plaintiff Isaiah Sanchez; Craig Straub and Chad Saunders of Crosner Legal, P.C., attorneys for Plaintiffs Moises Reza, Frank Garza, Tanner Pendergraft; and Hart Robinovitch of Zimmerman Reed LLP, attorneys for Plaintiff Saul Garcia.

(t) “Settlement Class Notice” means the notice of the Class Action Settlement that will be emailed to the Settlement Class Members in substantially the same form and content as **Exhibit B** (“Email Notice”) or the post-card notice of the Class Action Settlement that will be mailed to the Settlement Class Members in substantially the same form and content as **Exhibit C** (the “Postcard Notice”).

(u) “Settlement Effective Date” means the later of (a) entry of the Final Approval Order and Judgment, or (b) if there are objections to the settlement which are not withdrawn, and if an appeal, review or writ is not sought from the Final Approval Order and Judgment, the 65th day after entry of the Final Approval Order and Judgment, or (c) the dismissal or denial of any appeal, review or writ, if the Final Approval Order and Judgment no longer is subject to any further judicial review.

(v) “Settlement Payment” means the portion of the Net Settlement Fund paid to each Authorized Claimant in order settle his or her claim made against Defendants.

(w) “Settlement Website” means the website created by the Claims Administrator that sets forth a summary of the terms of the settlement; the means by which Settlement Class Members may communicate with the Claims Administrator (including but not limited to the Claims Administrator’s business name, address, a toll-free telephone number, and e-mail address); instructions on how to submit a Claim Form (both electronically and by mail) and the deadline to do so; and instructions on how to object to and opt out of the Class Action Settlement and the deadline to do so.

## 2. Amendment to Complaint

2.1 Prior to filing their motion for preliminary approval of this Agreement, the Parties will stipulate to the filing of an amended consolidated complaint to add claims and subclasses related to the non-California Settlement Class Members. Settlement Class Counsel shall prepare a draft of the amended consolidated complaint and a stipulation to file it, and provide both documents to Defense Counsel at least five (5) business days before filing. Defendant agrees to reasonably cooperate with Class Counsel in approving the amended consolidated complaint based on the Parties’ intentions to effectuate this Settlement Agreement.

## 3. Certification of Settlement Class and Approval of the Settlement

3.1 As soon as practicable after this Agreement is signed, the Settlement Class Representatives shall move for an order provisionally certifying the Settlement Class (for settlement purposes only) and preliminarily approving the settlement embodied by this Agreement.

The motion shall request that the Court (a) preliminarily approve this Agreement as being fair, adequate, and reasonable, and falling within the range of possible final approval; (b) stay all proceedings in the Action until the Court renders a final decision on approval of the Class Action Settlement; (c) appoint the named Plaintiffs as Settlement Class Representatives for settlement purposes only; (d) appoint Settlement Class Counsel as Class Counsel for settlement purposes only; and (e) set a mutually agreeable date and time of the final approval hearing. Settlement Class Counsel shall prepare initial drafts of the motion for preliminary approval and supporting documents and provide those drafts to Defense Counsel at least 5 business days before filing, and Defendants shall have the option to file their own brief statement of non-opposition in support. The Parties agree that the Court may make preliminary findings and enter an order conditionally certifying the Settlement Class subject to final findings, final approval of the Class Action Settlement, and entry of the Final Approval Order and Judgment.

3.2 No later than 14 days after the deadline to object to the Settlement, Settlement Class Counsel shall file their motion for final approval of the Class Action Settlement and entry of a Final Approval Order and Judgment and motion for an award of attorneys' fees, litigation costs, administration costs, and the Settlement Class Representatives' service awards. Settlement Class Counsel shall file with their final approval motion papers a complete list of all individuals who validly and timely have excluded themselves from the Settlement Class as of the filing, and shall supplement their final approval motion papers if additional Settlement Class Members become known who timely opted out or objected prior to the Final Approval Motion Hearing. Settlement Class Counsel shall prepare initial drafts of the motion for final approval and supporting documents and provide those drafts to Defense Counsel at least five business days before filing. Defendants may file their own brief statement of non-opposition in support. The motion and all supporting papers shall be provided to Settlement Class Members upon request.

3.3 The Parties shall take necessary and reasonable steps to achieve certification of the Settlement Class, preliminary and final approval of the Class Action Settlement, and entry of a Final Approval Order and Judgment, including, without limitation, responding to objections and obtaining any further orders from the Court as may be necessary. At the time of the final approval hearing by the Court, and if the Court provides final approval of the settlement, the Parties shall request that the Court immediately execute and enter a Final Approval Order and a Judgment. The Parties shall execute and deliver any additional papers, documents and other assurances, and shall do any other acts reasonably necessary to perform their obligations under this Agreement and to carry out the Agreement's expressed intent.

3.4 Defendants do not consent to certification of any class for any purpose other than effectuating this Class Action Settlement and dispute that any class should or could be certified for any other purpose. If the Court does not approve this Class Action Settlement, either preliminarily or finally, or the Agreement otherwise terminates as provided in this Section 3.4, and the Parties cannot otherwise reach an amended agreement that satisfies the Court, (i) this Agreement shall be automatically of no force or effect; (ii) any Preliminary Approval Order and all of its provisions will be vacated; (iii) any documents or information exchanged during the settlement discussions shall be returned, deleted or destroyed and/or used for no purpose whatsoever; and (iv) no term or draft of this Agreement, or any part or aspect of the Parties' settlement discussions, negotiations, mediation, or documentation (including without limitation any declarations and briefs filed in support of the motions for preliminary or final approval) will

have any effect or be admissible into evidence for any purpose in this Action or any other proceeding. If the Court proposes Material Modifications of, or additions to this Agreement, or its exhibits, the Parties each agree to exercise their judgment in good faith to reach agreement on the Court's proposed modifications of, or additions to, this Agreement or its exhibits.

#### 4. Settlement Payments and Procedures

4.1 Defendants agree to fund the Gross Settlement Amount. No interest shall accrue on said sum, or any part thereof prior to funding the Gross Settlement Amount. All notice and administration costs and expenses, any attorneys' fees and expenses awarded to Settlement Class Counsel, and any service award to the Settlement Class Representatives shall be paid from the Gross Settlement Amount. In no event shall Defendants or any of the other Released Parties be required to make any payment in excess of the Gross Settlement Amount for any cause or reason whatsoever. No later than 21 calendar days after the Court enters the order granting preliminary approval, Defendants shall deposit with the Claims Administrator the estimated amount (no more than \$70,000.00) necessary to pay for the notice program described below in Section 7. Within 30 calendar days of the Settlement Effective Date, Defendants shall fund the remainder of the Gross Settlement Amount (i.e., \$1,200,000.00 less the amount previously paid for notice-related costs). The Gross Settlement Amount, and any parts thereof, shall be deposited by the Claims Administrator into one or more FDIC-insured institutions in a segregated non-interest-bearing account or accounts to be opened and maintained by the Claims Administrator at banks that have passed the most recent Dodd-Frank Act Stress Test. The Claims Administrator shall maintain those accounts and allow withdrawals from those accounts only if those withdrawals are consistent with the terms of this Agreement and any orders of the Court. The Claims Administrator may use the funds deposited after preliminary approval is granted to cover the preparation, mailing, and sending of the Settlement Class Notice (including performing address searches, updates and verifications prior to the first mailing and a single address follow up on any returned mail), and setting up the Settlement Website.

Settlement Class Counsel shall have the right to make a motion for attorneys' fees of no more than one-third of the Gross Settlement Amount (\$400,000.00) plus actual out-of-pocket costs of Class Counsel, to be paid from the Gross Settlement Amount. Such motion shall be made 14 days before the deadline to postmark objections to the settlement. Costs related to claims administration and notice by the Claims Administrator shall be separately paid from the Gross Settlement Amount and does not fall within the up to \$400,000 permitted for Class Counsel's attorneys' fees. Defendants shall not be liable for any payment to Settlement Class Counsel other than the above-described award of attorneys' fees and costs to be paid out of the Gross Settlement Amount regardless of any potential objection or appeal. A reduction by the Court or by an appellate court of the attorneys' fees and costs awarded to Settlement Class Counsel will not be considered a Material Modification of this Agreement and shall not affect any of the Parties' rights and obligations under this Agreement, and shall only serve to reduce the amount of the attorneys' fees and costs payable to Settlement Class Counsel from the Gross Settlement Amount and increase the Net Settlement Fund payable to Authorized Claimants. The Claims Administrator shall pay attorneys' fees and costs, as approved by the Court, to Settlement Class Counsel within 30 calendar days of the Settlement Effective Date.

4.2 Each Settlement Class Representative may seek a service award of up to \$2,500.00 as consideration for his efforts in prosecuting the Action to date and through entry of the Final Approval Order and Judgment. Other than the value of individual claims as a Settlement Class Member, the amount ultimately ordered by the Court shall be the only consideration paid to the Settlement Class Representatives under this Agreement or in connection with the Action and shall be paid out of the Gross Settlement Amount, and Defendants shall not otherwise be liable for any payment to the Settlement Class Representatives. A reduction by the Court or by an appellate court of any service award will not be considered a Material Modification of this Agreement and shall not affect any of the Parties' rights and obligations under this Agreement and shall serve only to reduce the amount of the service award payable to the Settlement Class Representatives and increase the Net Settlement Fund (as defined below) payable to Authorized Claimants. The Claims Administrator shall pay the service award, as approved by the Court, to the Settlement Class Representatives within 30 calendar days after the Settlement Effective Date.

4.3 The following amounts shall be subtracted from the Gross Settlement Amount to arrive at the amount of the "Net Settlement Fund": (a) Notice and administrative costs (which includes the amount deposited by Defendants as described in Section 4.1 for the notice program); (b) attorneys' fees as awarded to Settlement Class Counsel pursuant to Paragraph 4.2; (c) costs as awarded by the Court to Settlement Class Counsel pursuant to Paragraph 4.2; and the service award to the Settlement Class Representatives of up to \$2,500.00 each, not to exceed \$12,500.00 in total; leaving the remainder as the Net Settlement Fund. The entire Net Settlement Fund shall be allocated to pay only the approved claims of Authorized Claimants.

4.4 Settlement Class Members will be entitled to the following relief:

(a) Active Class Members:

1. Will receive a credit equal to two (2) months of free service (which currently has a retail price of \$9.99 per month) to be applied by Defendants to their current Fight Pass subscription.

If, as of the Settlement Effective Date, an Active Class Member no longer maintains an active, paid Fight Pass subscription, this benefit will automatically convert to an electronic credit for two (2) months of free service applied towards a new or reactivated Fight Pass subscription.

OR

2. May elect to receive a prorated cash payment of up to \$9.99 from the Net Settlement Fund by submitting a valid and approved Claim form to the Settlement Administrator before the Claims Deadline so indicating.

If an Active Class Member does not make an election, such Active Class Member will automatically receive two (2) months of free service to their Fight Pass Subscription.

(b) Inactive Class Members must elect to either:



1. Receive a credit for two (2) months of free service applied towards a new or reactivated Fight Pass subscription;

OR

2. Receive a prorated cash payment of up to \$9.99 from the Net Settlement Fund.

(c) Active Class Members will receive electronic service credits pursuant to section 4.4(a) within 60 days of the Claims Period closing. Inactive Class Members will receive electronic service credits via email.

(d) Post the Settlement Effective Date, if an Active Class Member cancels their paid Fight Pass subscription, and therefore does not automatically receive an electronic credit for two (2) months of free service, Defendants will, within 12 months of the Settlement Effective Date, take appropriate steps to ensure those customers receive an electronic credit for two (2) months of free service that may be applied towards a new or reactivated Fight Pass subscription.

4.5 No later than 60 days after the Settlement Effective Date or 60 days after the deadline for submission of claims, whichever is later, Defendants must take reasonable steps to modify their Fight Pass Subscription enrollment process to comply with applicable auto-renewal laws.

4.6 No later than 60 days after the Settlement Effective Date or 60 days after the deadline for submission of claims, whichever is later, the Claims Administrator shall issue Settlement Payments to Authorized Claimants in the method requested (via check or Electronic Service). All Settlement Payments must be cashed, deposited, or transferred to a valid Electronic Service account within 90 calendar days after the Settlement Effective Date (“Payment Void Date”).

4.7 If any funds remain in the Net Settlement Fund after Authorized Claimants have been paid, or from Settlement Payments not cashed, deposited, or transferred to a valid Electronic Service account by the Payment Void Date, then the remaining amount of the Net Settlement Fund shall be equally distributed to Public Citizen <https://www.citizen.org/> and Public Justice <https://www.publicjustice.net/> (the “*Cy Pres Beneficiary*”) provided such funds may not be used to fund litigation, or as otherwise ordered by the Court. If one of the *cy pres* recipients listed above is rejected by the court, the full *cy pres* shall be distributed to the other recipient list or an alternative *cy pres* designated and approved by the court.

4.8 The Gross Settlement Amount is a compromise of the Settlement Class Representatives’ claims that they and the Settlement Class Members have been injured and that they are entitled to recover damages. Defendants deny the validity of the Settlement Class Members’ claims and that they have been injured or are entitled to recover any damages. Thus, the Gross Settlement Amount is not, and cannot be characterized as, a penalty or a fine.

4.9 If final approval is granted and not reversed by writ or appeal, Defendants have no reversionary interest in any amount of the Gross Settlement Amount, and the entire Net

Settlement Fund must be paid out to Authorized Claimants and, if required by Section 4.8 above, to the Cy Pres Beneficiary, or as otherwise ordered by the Court.

5. Claims Administration

5.1 The Claims Administrator shall administer the process of notifying the Settlement Class; receiving, processing and paying claims, Settlement Class Counsel's approved attorneys' fees and costs, and the Settlement Class Representatives' approved service awards; opening and maintaining bank accounts and maintaining the Gross Settlement Amount and Net Settlement Fund; complying with all tax-reporting obligations such as issuing and mailing to Settlement Class Members any necessary United States Internal Revenue Service 1099 Forms; obtaining any necessary information from Settlement Class Counsel, the Settlement Class Representative and Authorized Claimants for tax reporting purposes; and carrying out any other duties necessary to administer the Class Action Settlement and/or to which the Parties otherwise agree in writing. The Claims Administrator shall ensure that the information that it receives from the Parties, their Counsel and/or Settlement Class Members is secured and managed in such a way as to protect the security and confidentiality of that information from third parties.

5.2 Within 10 days of the close of the Claims Period, the Claims Administrator shall provide a declaration to Settlement Class Counsel and Defense Counsel confirming that the Claims Administrator provided the Settlement Class with notice in accordance with the Court's preliminary approval order and any subsequent orders the Court might make as to the notice to be provided the Settlement Class, along with a list of all Settlement Class Members who submitted timely and valid requests for exclusion, as described in Section 11 of this Agreement.

6. Nullification & Severability

6.1 If any immaterial provision of this Agreement is declared by the Court to be invalid, void, or unenforceable, the remaining provisions of this Agreement will continue in full force and effect.

6.2 In the event that, for any reason, final distribution of the settlement amounts does not occur (for example, because this Agreement and/or the Final Approval Order and Judgment is modified or reversed on appeal) (a "Triggering Event"), the entire Gross Settlement Amount, less any costs and expenses incurred by the Claims Administrator for work performed in connection with this Agreement up through the termination date, shall be returned to Defendants within 10 business days of the Triggering Event.

7. Settlement Class Notice

7.1 The Class Member Contact List shall be compiled and provided to the Claims Administrator no later than 21 calendar days after entry of the Court's order preliminarily approving the Class Action Settlement.

7.2 No later than 14 calendar days after receiving the Class Member Contact List, the Claims Administrator shall do the following: (1) run database searches in an effort to obtain the names, mailing addresses and email addresses associated with each individual Fight

Pass subscriber provided by Defendants, if necessary; and (2) run all mailing addresses through the United States Postal Service National Change of Address (or comparable) database to update the information.

7.3 No later than 45 calendar days after entry of the Court's order preliminarily approving the Class Action Settlement, the Claims Administrator shall send notice as follows:

7.3.1 For each person on the Class Member Contact List for whom an email address was provided by Defendants, the Claims Administrator shall send the Email Notice (substantially in the form of **Exhibit B**). The Email Notice will contain a GUID link allowing potential Class Settlement Members to directly access the Settlement Website. Defendants believe they have email addresses for most Settlement Class Members, accordingly, email will likely be the most reliable means of notifying potential Settlement Class Members of the Settlement. For any invalid email addresses or other bouncebacks, the Claims Administrator shall employ reasonable efforts to resend the Notice via U.S. Mail.

7.3.2 For those Settlement Class Members for whom an email address is unavailable, the Claims Administrator shall send to each of the persons on the Class Member Contact List a Postcard Notice (which will include a URL code for a link directly to the Claim Form on the Settlement Website in the form of **Exhibit C**) by regular mail. The Postcard Notice If any Postcard Notice is returned as undeliverable, the Claims Administrator will perform a skip-trace and/or other customary address searches in an attempt to locate a valid address and, if a new mailing address is obtained, re-mail the Postcard Notice to that updated mailing address.

7.4 Not later than 30 calendar days before the close of the Claims Period, the Claims Administrator shall send a second reminder notice email to all Class Members who have not made a claim, opted out, or objected. Additional reminder notice emails may be sent by the Claims Administrator provided that it does not cause the Claims Administrator's proposed budget to be exceeded by more than 15%.

7.5 By the time Notice is sent, the Claims Administrator shall publish the Settlement Website. The Settlement Website shall provide, free of charge to Class Members, a viewable, printable and downloadable copy, in PDF file format, of each of the following documents: this Agreement; the Complaint; the Court's order preliminarily approving the Class Action Settlement; the Claim Form (**Exhibit A**); and the long-form Settlement Class Notice (substantially in the form of **Exhibit D**). The Settlement Website shall be updated to include Plaintiff's motion for final approval and motion for attorneys' fees, costs and class representative service award, and all supporting papers. The Settlement Website shall remain active for 7 calendar days after the Payment Void Date and shall be made non-operational on the 8th day after the Payment Void Date. Defense Counsel and Settlement Class Counsel shall have the right to review and approve the Settlement Website, including its content, no less than 7 calendar days before it goes live.

7.6 Unless otherwise required by the Court, nothing else shall be required of the Parties, Settlement Class Counsel, Defense Counsel or the Claims Administrator to provide notice of the proposed settlement and the final approval hearing as described herein.

7.7 The Parties agree that the Settlement Class Notice program described herein fairly informs the Settlement Class Members of the nature of the litigation, the financial and other terms of the Agreement that are particularly significant for the Settlement Class Members, the procedure for and consequences of making a claim, opting-out and objecting to this Agreement, and the date of the final approval hearing as set by the Court.

## 8 Data Protection

8.1 The Parties affirm that the above-described identifying Settlement Class Member information shall not be used for any purpose other than identifying and providing notice to Settlement Class Members pursuant to this Agreement and for communications with Settlement Class Members concerning their claims and/or other aspects of the settlement and their interest in the settlement. The Claims Administrator shall ensure that the information that it receives from Defendants, Defense Counsel, and/or Class Members is secured and managed in such a way as to protect the security and confidentiality of the information, consistent with the privacy policies of Defendants as well as applicable law. Except as specifically provided in this Agreement and as necessary for Settlement Class Counsel to meet its duties to Settlement Class Members, the Claims Administrator shall not disclose or disseminate any information that it receives from Defendants, including but not limited to Defendants' customer information, to anyone without the prior written consent of Defendants.

## 9 Submission of Claims

9.1 To receive a share of the Net Settlement Fund, a Settlement Class Member must complete and timely submit a Claim Form, and that Claim Form must be validated by the Claims Administrator. Claim Forms must be postmarked or received electronically no later than 90 calendar days after the Claims Administrator sends the Settlement Class Notice. Unless otherwise ordered by the Court or agreed upon by the Parties, any Claim Form that is postmarked or received electronically after the end of the Claims Period shall be rejected.

Notwithstanding the requirement in section 9.1 above that Class Members must submit a claim form to receive a monetary distribution, Active Subscribers will receive two (2) months free service, to be applied to their current Fight Pass subscription, without needing to submit a claim. Otherwise, all Class Members must submit a claim form.

9.2 The Claim Form shall require Settlement Class Members to certify that they are either a current or former Fight Pass subscriber and the Settlement Class Member was unaware Fight Pass was a subscription service billed periodically and/or that they were unaware of the cancellation policy for their Fight Pass subscription.

9.3 To help prevent against fraudulent claims, each Settlement Class Member submitting a Claim Form will also be required to provide a unique code, which appears on their Email Notice or Postcard Notice.

9.4 The Claims Administrator will develop and post an online version of the Claim Form that may be "certified" and submitted electronically. If a Settlement Class Member fails to properly complete or electronically sign the Claim Form, they will be automatically notified

that they need to complete that portion before they can submit the Claim Form. Upon completion of the electronic Claim Form, the Settlement Class Member will be asked whether they want their Settlement Payment via Electronic Services or mailed check and to verify or provide such information as is reasonably necessary in order process the Settlement Payment accordingly.

9.5 The Claims Administrator will use adequate and customary procedures and standards to determine whether a Claim Form meets the requirements set forth in this Settlement Agreement, to prevent the payment of duplicate or fraudulent claims, and to pay only valid and eligible claims. Each Claim Form shall be submitted to, and reviewed by, the Claims Administrator, who shall determine if each claim shall be allowed. The Claims Administrator will use all reasonable efforts and means to pay only valid and eligible claims, and to prevent the payment of duplicative or fraudulent claims, including, without limitation, indexing all payments to be made to Settlement Class Members, and meeting and conferring with Class Counsel and Defendants' counsel as necessary.

9.6 If any Settlement Class Member submits a deficient Claim Form, the Claims Administrator shall promptly provide a notice to that Settlement Class Member informing him or her of the deficiency and that he or she has 14 calendar days from the date of notice (which shall be the date the notice is sent) to cure the deficiency. In the case of a dispute between claimants (and prior to sending notice of deficiency), the Claims Administrator shall make a reasonable investigation of the discrepancy (which may include contacting the claimants) to determine whether a Claim Form is valid. The Claims Administrator shall keep Settlement Class Counsel and Defense Counsel apprised of invalid Claims and those that have been timely cured as well as any disputes that arise, which Settlement Class Counsel and Defense Counsel shall work in good faith to resolve. The Claims Administrator shall have the authority to make a final and binding resolution to determine whether a deficiency has been timely cured or resolve any dispute between claimants, which may include a split of the payment between the two claimants. If a deficiency is not timely cured, the Settlement Class Member who submitted the deficient Claim Form shall not receive any portion of the Net Settlement Fund but shall remain a member of the Settlement Class whose rights and claims with respect to the issues raised in the Action are determined by the Court's Final Approval Order and Judgment and by the other rulings in the Action. Thus, that Settlement Class Member's rights to pursue any claims covered by the Action shall be extinguished.

9.7 Unless the Parties otherwise agree or the Court directs, and only as directed in this Agreement will persons receive a Settlement Payment.

9.8 Any Settlement Class Member who fails to submit a timely and valid Claim Form or fails to submit in writing a timely request for exclusion per Section 11 shall automatically be deemed a Settlement Class Member whose rights and claims with respect to the issues raised in the Action will be finally adjudicated by the Court's order approving the Class Action Settlement, the Final Approval Order and Judgment, and any other relevant rulings in the Action. That Settlement Class Member's rights to pursue recovery from the Net Settlement Fund or otherwise will be extinguished.

## 10 Objections to the Settlement

10.1 Settlement Class Members will have until 60 calendar days after the Claims Administrator has sent Settlement Class Notice, to object to the Settlement. To be valid, each objection must be timely submitted before the deadline, be personally signed by the class member and include the following information: (1) a heading containing the name and case number of the Action; (2) the Settlement Class Member's name, postal address, telephone number and email; (3) a statement as to the basis of the objector's belief that he or she is a member of the Settlement Class; (4) a detailed statement of each objection, including, if available, the factual and legal basis for each objection, along with copies of any supporting materials which they base their objection and wish the court to consider; and (5) a statement of whether the Settlement Class Member intends to appear, either in person or through counsel, at the final approval hearing, and, if through counsel, a statement identifying the counsel's name, postal address, telephone number, and email address. Objections that do not comply with the requirements of this paragraph will be considered invalid and shall not be considered. Objections cannot be supplemented after the objection deadline in Paragraph 10.2.

10.2 Objections must be filed with the Court, and served by first class mail on the Claims Administrator and Counsel for the Parties, no later than 60 calendar days after the Claims Administrator has sent Settlement Class Notice.

10.3 Settlement Class Counsel shall be entitled to file a response to any objections no later than 14 days after the deadline for objections.

## 11 Exclusion from the Settlement Class

11.1 Settlement Class Members will have until 60 calendar days after the Claims Administrator has sent Settlement Class Notice to exclude themselves from the Settlement Class by sending a letter by first class mail to the Claims Administrator containing (1) the title of the Action; (2) the full name, address, and telephone number of the person requesting exclusion; (3) a statement that he or she requests exclusion from the Settlement Class; and (4) email or other such information sufficient to determine the Fight Pass subscription. Settlement Class Members who timely opt out of the Class Action Settlement shall: (a) have no right to receive any benefits from the Class Action Settlement; (b) not be bound by the terms of the Class Action Settlement; and (c) have no right to object to the terms of the Class Action Settlement or to be heard at the final fairness hearing. Opt-out letters must be submitted individually and cannot be made on behalf of a group of Settlement Class Members. Each letter must be signed by the Settlement Class Member who is opting out. Any such opt-out request must be made in accordance with the terms set forth in this Agreement and the Settlement Class Notice and will be timely only if postmarked no later than 60 calendar days after the Claims Administrator has sent Settlement Class Notice (the "Exclusion Period"). The delivery date is deemed to be the date the request for exclusion is deposited in the U.S. Mail as evidenced by the postmark. No later than 10 calendar days after the end of the Exclusion Period, the Claims Administrator shall provide Settlement Class Counsel and Defense Counsel with a list of the Settlement Class Members who have validly opted out of the Settlement Class. Settlement Class Members cannot both object to and opt out of this settlement. Any Settlement Class Member who attempts to both object to and opt out of this settlement will be deemed to have opted out and will forfeit the right to object to the settlement set forth in this

Agreement or any of its terms. If a Class Member returns both a valid and timely Claim Form and an opt-out request, the opt-out request shall be deemed void and of no force and effect, and the Claim Form shall be processed under the terms of this Agreement.

11.2 Notwithstanding anything else in this Agreement, if more than 5% of the Settlement Class Members opt out, Defendants shall have the unilateral option to terminate this Agreement at their sole discretion and this Agreement shall be null and void and this settlement of no force and effect as described in Section 3.4 above. If Defendants so elect, they shall give notice of such termination in writing to Settlement Class Counsel no later than 10 calendar days after receiving the list of Settlement Class Members who have requested exclusion from the Settlement Class as described above. If Defendants terminate the Agreement under this provision, Defendants shall be obligated to pay the Claims Administrator for all costs and expenses incurred by the Claims Administrator to that date for work performed in connection with this Agreement.

## 12 Compensating Authorized Claimants

12.1 Within 90 calendar days after the Settlement Effective Date, the Claims Administrator shall distribute proceeds from the Net Settlement Fund to each Authorized Claimant by way of a check or Electronic Services. No Authorized Claimant shall have any ownership right to the funds represented by the Settlement Payment unless and until it is cashed, negotiated, deposited, or transferred to a valid Electronic Service account. The Claims Administrator will advise Authorized Claimants that they should consult their own tax advisors regarding the tax consequences of the Settlement Payment. If any check is returned to the Claims Administrator as undeliverable, the Claims Administrator will attempt to contact the Authorized Claimant by telephone or perform a skip trace to locate a current address and re-mail the check. Any Settlement Payment not cashed, deposited, negotiated, or transferred to a valid Electronic Service account before the Payment Void Date shall be deemed void, and Authorized Claimants with void Settlement Payments shall not be entitled to receive any payment under this Agreement. Any Authorized Claimant whose Settlement Payment is deemed void nonetheless will have released any claims as provided in Section 14 of this Agreement. The funds represented by the face value (money amount) of all Settlement Payments that are deemed void shall be distributed as outlined in Section 4.7, or as otherwise ordered by the Court.

12.2 The Parties expect that the Claims Administrator shall make all disbursements from the Gross Settlement Amount and otherwise manage the Gross Settlement Amount. The Claims Administrator shall establish an email address and a toll-free telephone number for Settlement Class Members to call to ask questions about the settlement or their claims. Additionally, the Claims Administrator will communicate with Settlement Class Counsel and Defense Counsel on a regular basis regarding distributions and any issues arising from those distributions.

## 13 Distribution of Remainder

13.1 After all authorized payments to the Claims Administrator, Authorized Claimants, Settlement Class Counsel, and the Settlement Class Representative have been made as described herein, and no sooner than 150 calendar days after the Settlement Effective Date, any remaining portion of the Gross Settlement Amount must be delivered by the Claims Administrator

to the Cy Pres Beneficiary, if so provided in the Final Approval Order and Judgment or, if not so provided, otherwise distributed in accordance with the Final Approval Order and Judgment.

#### 14 Release

14.1 Upon entry of the Final Approval Order and Judgment, the Settlement Class Representatives and each Settlement Class Member, and their respective heirs, assigns, successors, agents, attorneys, executors, and representatives, shall be deemed to have and by operation of this Agreement and the Final Approval Order and Judgment shall have, fully, finally, irrevocably, and forever, released Defendants, and their past or present direct and indirect parents, affiliates and subsidiaries (whether or not wholly owned) and their respective present and former directors, officers, employees, agents, members, attorneys, representatives, affiliates, parents, subsidiaries (whether or not wholly owned), joint ventures, divisions, predecessors, successors, and assigns and each of them (collectively, the “Released Parties”) from any and all liabilities, claims, causes of action, damages (whether actual, compensatory, statutory, punitive or of any other type), penalties, costs, attorneys’ fees, losses, or demands, whether known or unknown, in law or equity, existing or suspected or unsuspected, that were or reasonably could have been asserted in the Action, or that in any way arise out of or in any way relate to the facts, practices and allegations in this Action or the amended consolidated complaint set forth in Section 2.1, including any marketing or advertising related to the same (collectively, the “Released Claims”). Nothing herein shall be construed as a waiver or release by Defendants of claims against any third parties.

14.2 By operation of this Agreement and the entry of the Final Approval Order and Judgment, and with regard to the Released Claims only, the Settlement Class Representatives and each Settlement Class Member, and their respective heirs, assigns, successors, agents, attorneys, executors, and representatives, agree to and do waive, in connection with the Released Claims only, any and all provisions, rights and benefits, which they now have or in the future may be conferred to them by section 1542 of the California Civil Code (“Section 1542”) or any comparable statutory or common law provision of any other jurisdiction. Section 1542 reads as follows:

**Certain Claims Not Affected by General Release: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

Although the releases granted under this Agreement are not general releases, the Settlement Class Representatives nonetheless expressly acknowledge that, to the extent permitted by law, they are waiving, in connection with and relating only to the Released Claims, the protections of Section 1542.

14.3 Except for proceedings to enforce the terms of this Settlement Agreement, upon entry of the Final Approval Order and Judgment, the Settlement Class Representatives and each Settlement Class Member shall be deemed to have, and by operation of the Final Approval Order and Judgment, shall have agreed not to file, maintain, cause or knowingly permit the filing



or maintenance of any lawsuit, administrative action, or other proceeding in any state, federal or foreign court, or before any local, state, federal or administrative agency, or any other tribunal, that arises from or relates to any of the Released Claims.

## 15 Retention of Jurisdiction

15.1 The Parties agree that should the Court grant final approval of the Class Action Settlement and enter a Final Approval Order and Judgment, the Final Approval Order and Judgment shall include a provision for the retention of the Court's jurisdiction over the Parties and all Settlement Class Members to enforce the terms of this Agreement and the Final Approval Order and Judgment.

## 16 No Admission of Liability

16.1 The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties, either previously or in connection with the negotiations or proceedings connected with this Agreement, shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, an acknowledgement or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever to any other party, or an acknowledgement or admission that the Action is appropriate for class treatment for any purpose other than this Agreement.

16.2 Neither this Agreement, nor any act performed or document executed under or in furtherance of this Agreement or the Class Action Settlement, is, may be deemed to be, or may be used as, an admission or evidence of the validity of any claim made by the Settlement Class Representatives, Settlement Class Members, or Settlement Class Counsel.

## 17 Collateral Attack and Preclusive Effect

17.1 This Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of the Settlement Class Notice after the Final Approval Order and Judgment is entered. Such prohibited collateral attacks shall include, but are not limited to, claims that the procedures for notice and/or claims administration were incorrect, claims that the Settlement Class Member failed for any reason to receive timely notice of the procedure for submitting a Claim Form, or claims disputing the calculation of any Settlement Class Member's individual settlement amount.

17.2 Except as provided herein, this Agreement, nor any of its terms shall be offered or used as evidence by any of the Parties, Settlement Class Members, or their respective counsel in the Action or in any other action or proceeding; provided, however, that nothing contained in this Section shall prevent this Agreement from being used, offered, or received in evidence in any proceedings to enforce, construe, or finalize the settlement and this Agreement, or from being used in defense of any claims released under the Agreement.

17.3 To the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding which may be instituted, prosecuted, or attempted in breach of this Agreement

or to bring claims released under the Agreement. Any of the Released Parties may file this Agreement and/or the Final Approval Order and Judgment in any action that may be brought against it to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim or issue preclusion or similar defense or counterclaim in any court or administrative agency or other tribunal, and this Agreement shall be admissible for such purposes.

18 Summary of Timeline

The proposed order granting preliminary approval of the settlement shall include the following timeline regarding settlement administration:

Last day for Defendants to provide the Claims Administrator with Class Member List	21 calendar days after the entry of the Court’s preliminary order approving the Class Action Settlement
Last day for Claims Administrator to publish Settlement Website	45 calendar days after the entry of the Court’s preliminary order approving the Class Action Settlement
Last day for Claims Administrator to send Settlement Class Notice to Settlement Class Members via email or mail	45 calendar days after the entry of the Court’s preliminary order approving the Class Action Settlement
Last day for Settlement Class Counsel to file motion for award of attorneys’ fees, litigation costs, administration costs, and Settlement Class Representative’s service award	14 days before the deadline to postmark objections to the settlement
Last day for Settlement Class Members to postmark objections to the settlement	60 calendar days after the Claims Administrator has sent Settlement Class Notice to Settlement Class Members.
Last day for requests for exclusion from the settlement to be postmarked by Settlement Class Members	60 calendar days after the Claims Administrator has sent Settlement Class Notice to Settlement Class Members
Last day for Settlement Class Counsel to file motion for final approval and response to any objections	14 days after deadline to postmark objections to the settlement.
Last day for claims to be submitted electronically or postmarked by Settlement Class Members	90 calendar days after the Claims Administrator has sent Notice to Settlement Class Members

## 19 Taxes

19.1 Any person or entity that receives a distribution from the Gross Settlement Amount or Net Settlement Fund shall be solely responsible for any taxes or tax-related expenses owed or incurred by that person or entity by reason of that distribution. Such taxes and tax-related expenses shall not be paid from the Gross Settlement Amount or Net Settlement Fund. In no event shall Defendants or any of the other Released Parties have any responsibility or liability for taxes or tax-related expenses arising in connection with the payment or distribution of the Gross Settlement Amount or Net Settlement Fund to the Settlement Class Representatives, Settlement Class Members, Settlement Class Counsel or any other person or entity.

## 20 Extensions of Time

20.1 Unless otherwise ordered by the Court, the Parties may jointly agree in writing to reasonable extensions of time to carry out any provisions of this Agreement.

## 21 Integration

21.1 This Agreement and its exhibits constitute a single, integrated written contract expressing the entire agreement of the Parties relating to the subject matter hereof, and all prior or contemporaneous agreements, understandings, representations and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any party hereto, except as provided herein. This Agreement may not be changed, altered or modified except in writing and signed by all Parties, and may not be discharged except by performance in accordance with its terms or by a writing signed by all Parties.

## 22 Construction and Intent

22.1 This Agreement is executed voluntarily by each of the Parties without any duress or undue influence on the part, or on behalf, of any of them. This Agreement has been negotiated at arms-length by parties of equal bargaining power, and drafted jointly by Settlement Class Counsel and Defense Counsel. Each of the Parties has had full opportunity to review and consider the contents of this Agreement, has read and fully understands the provisions of this Agreement, and has relied on the advice and representation of legal counsel of its own choosing. If a dispute arises with respect to this Agreement, no Party shall assert that any other Party is the drafter of this Agreement or any part hereof for purposes of resolving ambiguities that may be contained herein. If any provision of this Agreement shall be deemed ambiguous, that provision shall not be construed against any Party on the basis of the identity of the purported drafter of this Agreement or such provision hereof.

22.2 The Parties represent and agree that they have been advised to discuss this Agreement with an attorney, that they have carefully read and fully understand all provisions of this Agreement, that they are entering into this Agreement voluntarily and that they have the capacity to enter into this Agreement. Further, the Parties represent and acknowledge that, in executing this Agreement, they do not rely and have not relied upon any representation or statement not set forth herein made by any of the Parties or any of the Parties' agents,

representatives or attorneys with regard to the subject matter, basis or effect of this Agreement.

22.3 The various headings used in this Agreement are solely for the Parties' convenience and may not be used to interpret this Agreement. The headings and the formatting of the text in the definitions do not define, limit, extend, or describe the Parties' intent or the scope of this Agreement.

22.4 The exhibits to this Agreement are integral parts of the Agreement and are incorporated into this Agreement as though fully set forth herein. Any inconsistency between this Agreement and the attached exhibits will be resolved in favor of the Agreement.

22.5 The Recitals are incorporated by this reference and are part of this Agreement.

### 23 Governing Law

23.1 The Agreement is entered into in Nevada and shall be construed in accordance with, and be governed by, the law of the State of Nevada, without regard to the principles thereof regarding choice of law.

### 24 Later Discovered Facts

24.1 The Parties acknowledge that they may later discover facts different from or in addition to those they now know or believe to be true regarding the matters released or described in this Agreement and, even so, they agree that the Agreement, including without limitation the releases, waivers and agreements contained herein, shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. The Parties assume any and all risk of any mistake in connection with the true facts involved in the matters, disputes or controversies released or described in this Agreement or with regard to any facts now unknown to the Parties relating thereto.

### 25 Cooperation

25.1 The Parties acknowledge that it is their intent to consummate this Agreement and agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of the Agreement and to exercise their best efforts to obtain preliminary and final approval from the Court including doing all things reasonably necessary to protect and support the Agreement if an appeal is taken or any other form of judicial review is sought.

### 26 No Prior Assignments

26.1 The Parties hereto represent, covenant and warrant that they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber, to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged by this Agreement.

### 27 Binding on Successors and Assigns

27.1 This Settlement Agreement binds and benefits the Parties' respective successors, assigns, legatees, heirs, and personal representatives.

28 Confidentiality

28.1 The terms of this Settlement Agreement shall remain confidential until this Settlement Agreement is filed in connection with a motion for preliminary approval, unless otherwise ordered by the Court. The Parties agree that both before and after entry of the Preliminary Approval Order, they shall not publish, issue, or cause to be issued any statement or press release including in print, electronic, on the internet, or in other outlets concerning the settlement without the prior written review and approval of all other Parties, which approval shall not be unreasonably withheld or delayed.


29 Signatories

29.1 Each person executing this Agreement in a representative capacity represents and warrants that he or she is empowered to do so.


29.2 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. The Agreement may be executed by facsimile, scanned, email or DocuSign signature.

The foregoing is agreed to by the following:


11/22/2024  
Dated: November \_\_\_\_\_, 2024

Signed by:  
  
By: \_\_\_\_\_  
On Behalf of Zuffa, I.L.C. NeuLion USA, LLC


11/22/2024  
Dated: November \_\_\_\_\_, 2024

Signed by:  
  
By: \_\_\_\_\_  
On Behalf of NeuLion USA, LLC

11 / 13 / 2024  
Dated: November \_\_\_\_\_, 2024

  
By: \_\_\_\_\_  
Moises Reza,

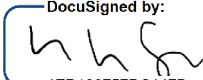
11 / 13 / 2024  
Dated: November \_\_\_\_\_, 2024

  
By: \_\_\_\_\_  
Frank Garza,

11 / 13 / 2024  
Dated: November \_\_\_\_\_, 2024

  
By: \_\_\_\_\_  
Tanner Pendergraft

Dated: November <sup>8</sup>\_\_\_\_\_, 2024


DocuSigned by:  
  
By: \_\_\_\_\_  
Isaian Sanchez,  
1ED189757DC147B...

Dated: November \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Saul Garcia

Approved as to form only:

Dated: Nov. 8, 2024

  
By: \_\_\_\_\_  
Bursor & Fisher, P.A.  
L. Timothy Fisher  
Counsel for Plaintiff Isaiah Sanchez

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Crosner Legal, P.C.  
Chad Saunders  
Counsel for Plaintiffs Moises Reza, Frank Garza,  
and Tanner Pendergraft

Dated: November \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Zimmerman Reed LLP  
Hart Robinovitch  
Counsel for Plaintiff Saul Garcia

Dated: November 22, 2024

  
By: \_\_\_\_\_  
Holland & Knight LLP  
Daniel Kappes  
Counsel for Defendants

Dated: November \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Isaiah Sanchez,

Dated: November \_\_08\_\_, 2024

By: *Saul Garcia*  
Saul Garcia

Approved as to form only:

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Bursor & Fisher, P.A.  
L. Timothy Fisher  
Counsel for Plaintiff Isaiah Sanchez

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Crosner Legal, P.C.  
Chad Saunders  
Counsel for Plaintiffs Moises Reza, Frank Garza,  
and Tanner Pendergraft

Dated: November 15, 2024

By: *H.R. Hart*  
Zimmerman Reed LLP  
Hart Robinovitch  
Counsel for Plaintiff Saul Garcia

Dated: November \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Holland & Knight LLP  
Daniel Kappes  
Counsel for Defendants

Dated: November \_\_\_\_, 2024

By: \_\_\_\_\_  
Isaiah Sanchez,

Dated: November \_\_\_\_, 2024


By: \_\_\_\_\_  
Saul Garcia

Approved as to form only:

Dated: \_\_\_\_, 2024

By: \_\_\_\_\_  
Bursor & Fisher, P.A.  
L. Timothy Fisher  
Counsel for Plaintiff Isaiah Sanchez

Dated: ~~November 13~~ November 13, 2024

By:  \_\_\_\_\_  
Crosner Legal, P.C.  
Chad Saunders  
Counsel for Plaintiffs Moises Reza, Frank Garza,  
and Tanner Pendergraft

Dated: November \_\_\_\_, 2024

By: \_\_\_\_\_  
Zimmerman Reed LLP  
Hart Robinovitch  
Counsel for Plaintiff Saul Garcia

Dated: November \_\_\_\_, 2024

By: \_\_\_\_\_  
Holland & Knight LLP  
Daniel Kappes  
Counsel for Defendants



**TABLE OF EXHIBITS**

Exhibit A	Claim Form
Exhibit B	Email Settlement Class Notice
Exhibit C	Postcard Settlement Class Notice
Exhibit D	Long-Form Settlement Class Notice

**EXHIBIT A**  
**CLAIM FORM**

**Reza, et al. v. Zuffa, LLC, et al.,**

United States District Court for the District of Nevada

Case No. 2:23-cv-00802-CDS-EJY

**Settlement Claim Form**

**If you are a Settlement Class Member and wish to receive a settlement benefit, your completed Claim Form must be postmarked on or before [\_\_\_\_], or submitted online at [www.FP RenewalSettlement.com](http://www.FP RenewalSettlement.com) on or before [\_\_\_\_].**

Please read the full notice of this settlement (available at [www.FP RenewalSettlement.com](http://www.FP RenewalSettlement.com)) carefully before filling out this Claim Form.

To be eligible to receive any benefits from the settlement obtained in this class action lawsuit, you must submit this completed Claim Form online or by mail:

**ONLINE:** Visit [www.FP RenewalSettlement.com](http://www.FP RenewalSettlement.com) and submit your claim online.

**MAIL:** [ADDRESS]

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**PART ONE: CLAIMANT INFORMATION**

Provide your name and contact information below. It is your responsibility to notify the Settlement Administrator of any changes to your contact information after the submission of your Claim Form.

**FIRST NAME**

**LAST NAME**

**STREET ADDRESS**

**CITY**

**STATE**

**ZIP CODE**

**EMAIL ADDRESS**

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**PART TWO: SUBSCRIPTION INFORMATION**

To qualify for a settlement benefit, you must have been a UFC Fight Pass subscriber who, from October 11, 2018, through [the date of preliminary approval of this Class Action Settlement], enrolled in an automatically renewing FightPass subscription using a California, District of Columbia, Florida, Hawaii, Illinois, New York, North Carolina, North Dakota, Oregon, Virginia, or Vermont billing address and paid fee(s) in connection with your subscription.

**If you are an ACTIVE SUBSCRIBER to Fight Pass:**

OPTION 1: Do nothing. You will automatically receive a credit equal to two (2) months of free service to be applied to your current Fight Pass subscription.

QUESTIONS? VISIT [www.FP RenewalSettlement.com](http://www.FP RenewalSettlement.com) OR CALL [NUMBER] TOLL-FREE

OPTION 2: Check here if you would like to receive a prorated cash payment of **up to \$9.99** from the Net Settlement Fund.

If you are an **INACTIVE SUBSCRIBER** to Fight Pass:

OPTION 1: Check here if you would like to receive a credit for two (2) months of free service applied towards a new or reactivated Fight Pass subscription.

OPTION 2: Check here if you would like to receive a prorated cash payment of **up to \$9.99** from the Net Settlement Fund.<sup>1</sup>

**The cash payments set out herein represent the maximum that you can receive under the settlement. The actual cash paid may be reduced depending on the aggregate total of claims submitted by all class members.**

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**PART THREE: ATTESTATION UNDER PENALTY OF PERJURY**

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I declare under penalty of perjury under the laws of the State of Nevada and the United States of America that all of the information on this Claim Form is true and correct to the best of my knowledge. I understand that my Claim Form may be subject to audit, verification, and Court review.

**SIGNATURE**

**DATE**

**Please keep a copy of your Claim Form for your records.**

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<sup>1</sup> The electronic vouchers should be available within ninety (90) days after the settlement becomes final. The vouchers will not expire.

**EXHIBIT B**

**EMAIL NOTICE**

From:  
To: JonDoeClassMember@domain.com  
Re: Legal Notice of Class Action Settlement

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*Reza, et al. v. Zuffa, LLC, et al.,*

United States District Court for the District of Nevada

Case No. 2:23-cv-00802-CDS-EJY

This notice is to inform you of the settlement of a class action lawsuit against Zuffa, LLC and NeuLion USA, LLC, the “Defendants,” filed by Plaintiffs Moises Reza, Frank Garza, Tanner Pendergraft, Isaiah Sanchez, and Saul Garcia individually and on behalf of the Settlement Class Members (collectively, the “Plaintiffs”) in the United States District Court for the District of Nevada. The Class Plaintiffs allege that they were enrolled in automatically renewing subscriptions for UFC Fight Pass content without adequate disclosures and notice regarding renewal charges and cancellation terms. Defendants claim their subscription renewal practices complied with all applicable laws and regulations and that it fairly disclosed all terms associated with its subscriptions. Thus, Defendants, deny all allegations of wrongdoing, and the Court has not determined who is right. Rather, the Parties have agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

**Am I a Class Member?** Yes. Our records indicate you are a Settlement Class Member. Class Members are persons who, from October 11, 2018, through [the date of the preliminary approval granted], enrolled in an automatically renewing Fight Pass subscription using a California, District of Columbia, Florida, Hawaii, Illinois, New York, North Carolina, North Dakota, Oregon, Virginia, or Vermont billing address and paid fee(s) in connection with such subscription.

**What Can I Get?** Your benefit depends on whether you are an active or inactive Fight Pass subscriber:

If you are an **active subscriber** to Fight Pass you may choose to receive a prorated cash payment of up to \$9.99 from the Net Settlement Fund. If you are an Active Class Member and do not choose to receive a prorated cash payment, you will automatically receive two months of free service to your Fight Pass Subscription. If, as of the Settlement Effective Date, an Active Class Member no longer maintains an active, paid Fight Pass subscription, this benefit will automatically convert to an electronic credit for two months of free service applied towards a new or reactivated Fight Pass subscription.

If you are an **inactive subscriber** to Fight Pass, you must choose to receive either (1) a credit for two months of free service applied towards a new or reactivated Fight Pass subscription; or (2) a prorated cash payment of up to \$9.99 from the Net Settlement Fund.

Details on the electronic voucher option can be found on the settlement website at {FP Renewal Settlement.com}.

The cash payments may be subject to *pro rata* adjustment depending on the number of valid claims that are filed. A Settlement Fund of up to \$1,200,000.00 will be established to pay all approved claims to the Settlement Class, together with notice and administration expenses, approved attorneys' fees and costs to Class Counsel, and Service Awards to the Plaintiffs.

**How Do I Get a Cash Payment, Discount, or Voucher?** You may complete and submit a Claim Form to receive a benefit from the Settlement. You may submit a Claim Form either electronically on the Settlement Website by clicking [here](#), going to [www.FPRenewalSettlement.com](http://www.FPRenewalSettlement.com), or by printing and mailing in a paper Claim Form, copies of which are available for download [here](#) or at [www.FPRenewalSettlement.com](http://www.FPRenewalSettlement.com). Claim Forms must be submitted online by 11:59 p.m. EST on [date] or postmarked and mailed by [date].

**What are My Other Options?** You may exclude yourself from the Settlement Class or object to the Settlement. If you choose to object to the Settlement or exclude yourself from the Settlement Class you must do so in writing by [objection/exclusion deadline]. If you exclude yourself, you cannot get a settlement benefit, but you keep any rights you may have to sue Defendants over the legal issues in the lawsuit.

**To Object:** To be valid, each objection must be timely submitted before the deadline, be personally signed by the class member and include the following information: (1) a heading containing the name and case number of the Action; (2) the Settlement Class Member's name, postal address, telephone number and email; (3) a statement as to the basis of the objector's belief that he or she is a member of the Settlement Class; (4) a detailed statement of each objection, including, if available, the factual and legal basis for each objection, along with copies of any supporting materials which they base their objection and wish the court to consider; and (5) a statement of whether the Settlement Class Member intends to appear, either in person or through counsel, at the final approval hearing, and, if through counsel, a statement identifying the counsel's name, postal address, telephone number, and email address. Objections that do not comply with the requirements of this paragraph will be considered invalid and shall not be considered. Objections cannot be supplemented after [objection/exclusion deadline]

**To Exclude Yourself from the Settlement (Opt-Out):** To exclude yourself from the Settlement Class you must send a letter by first class mail to the Claims Administrator prior to the deadline containing: (1) the title of the Action; (2) the full name, address, and telephone number of the person requesting exclusion; (3) a statement that he or she requests exclusion from the Settlement Class; and (4) email or other such information sufficient to determine the Fight Pass subscription.

Opt-out letters must be submitted individually and cannot be made on behalf of a group of Settlement Class Members. Each letter must be signed by the Settlement Class Member who is opting out.

More specific instructions about how to object to, or exclude yourself from, the Settlement are available at the Settlement Website, [[www.FPRenewalSettlement.com](http://www.FPRenewalSettlement.com)]. If you do nothing, and the Court approves the Settlement, you will be bound by all of the Court's orders and judgments. In addition, your claims against Defendants and others will be released.

**Who Represents Me?** The Court has appointed Bursor & Fisher, P.A., Gucovschi Rozenshteyn, PLLC., Crosner Legal, P.C., and Zimmerman Reed LLP, to represent you and the class. These attorneys are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

**When Will the Court Consider the Proposed Settlement?** The Court will hold the Final Approval Hearing at [time] on [date] at the United States District Court for the District of Nevada, 333 S Las Vegas Blvd, Las Vegas, NV 89101. At that hearing, the Court will: address any objections concerning the fairness of the settlement; determine the fairness of the settlement; decide whether to approve Class Counsel's request for attorneys' fees and costs; and decide whether to award the representative Plaintiffs \$2,500 each from the Settlement Fund for their services in helping to bring and settle this case. Defendants have agreed that Class Counsel may be paid reasonable attorneys' fees and costs from the Settlement Fund in an amount to be determined by the Court. Class Counsel is entitled to seek no more than \$400,000.00, in attorneys' fee but the Court may award less than this amount. This amount does not include out-of-pocket costs.

**How Do I Get More Information?** For more information, including a more detailed Class Notice, a copy of the Settlement Agreement and other documents, go to [www.FPRenewalSettlement.com](http://www.FPRenewalSettlement.com), contact the settlement administrator by calling (800) 000-000 or by writing to the Settlement Administrator, [address], or contact Class Counsel by calling (646) 837-7150.



**EXHIBIT C**

**POSTCARD NOTICE**

**COURT AUTHORIZED NOTICE OF  
CLASS ACTION AND PROPOSED  
SETTLEMENT**

**Our records indicate you  
subscribed to fight pass and  
may be entitled to a  
payment from a class action  
settlement.**

For more information, visit  
[www.FPRRenewalSettlement.com](http://www.FPRRenewalSettlement.com)  
or call toll-free  
1-XXX-XXX-XXXX.

By Order of the Court Dated:  
[date]

*Fight Pass Settlement*  
Settlement Administrator  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103



Postal Service: Please do not mark barcode

Notice ID: «Notice ID»  
Confirmation Code: «Confirmation Code»  
«FirstName» «LastName»  
«Address1»  
«Address2»  
«City», «StateCd» «Zip»  
«CountryCd»

You may be entitled to benefits from this settlement. Please visit [www.FPRRenewalSettlement.com](http://www.FPRRenewalSettlement.com) for detailed settlement information and to learn what benefits you can receive.

**Am I a Settlement Class Member?** If you enrolled in an automatically renewing Fight Pass subscription anytime between October 11, 2018, and [the date of the preliminary approval granted], using a California, District of Columbia, Florida, Hawaii, Illinois, New York, North Carolina, North Dakota, Oregon, Virginia, or Vermont billing address and paid fee(s) for the subscription, you may be a class member.

**What Can I Get?** If you are an active subscriber, you may choose to receive a cash payment of up to \$9.99 or two months of free service to your Fight Pass Subscription. Active subscribers that do not make an election will automatically receive two months of free service to their Fight Pass Subscription.

If you are an inactive subscriber to Fight Pass, you may choose either (1) a credit for two months of free service applied towards a new or reactivated Fight Pass subscription; or (2) a cash payment of up to \$9.99.

**How Do I Get a Payment?** You may submit a Claim Form either online at [www.FPRRenewalSettlement.com](http://www.FPRRenewalSettlement.com) or by printing and mailing in a paper claim form, which can be downloaded from the website. Claim forms must be submitted online by 11:59 p.m. EST on [date] or postmarked and mailed by [date].

**What are My Other Options?** You may exclude yourself from the Settlement Class or object to the settlement by sending a personally signed letter to the settlement administrator no later than no later than [objection/exclusion deadline]. Specific instructions about how to object to, or exclude yourself from the settlement are available online at [www.FPRRenewalSettlement.com](http://www.FPRRenewalSettlement.com). If you do nothing, and the Court approves the Settlement, you will be bound by all of the Court's orders and judgments, and your claims against Defendants and others will be released.

**Who Represents Me?** The Court has appointed Bursor & Fisher, P.A., Gucovschi Rozenshteyn, PLLC., Crosner Legal, P.C., and Zimmerman Reed LLP, to represent the class. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

**When Will the Court Consider the Proposed Settlement?** The Court will hold the Final Approval Hearing at [time] on [date] at the United States District Court for the District of Nevada, 333 S Las Vegas Blvd, Las Vegas, NV 89101. You do not need to attend this hearing to receive benefits under the settlement. More information is available at [www.FPRRenewalSettlement.com](http://www.FPRRenewalSettlement.com)

**How Do I Get More Information?** For more information, including the full Class Notice, Claim Form and Settlement Agreement go to [www.FPRRenewalSettlement.com](http://www.FPRRenewalSettlement.com). You may also call the settlement administrator at (800) 000-0000.

**EXHIBIT D**  
**LONG-FORM NOTICE**

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

*Reza, et al. v. Zuffa, LLC, et al.,  
Case No. 2:23-cv-00802-CDS-EJY*

IF YOU ENROLLED IN A FIGHT PASS SUBSCRIPTION BETWEEN OCTOBER 11, 2018 AND [DATE] AND PAID FEES IN CONNECTION WITH THAT SUBSCRIPTION, YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.

*A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.*

- A settlement has been reached in a class action lawsuit against Zuffa, LLC and NeuLion USA, LLC, the “Defendants,” filed by Plaintiffs Moises Reza, Frank Garza, Tanner Pendergraft, Isaiah Sanchez, and Saul Garcia (collectively, the “Class Representatives” or “Plaintiffs”) Plaintiffs allege that they were enrolled in automatically renewing subscriptions for Fight Pass content without adequate disclosures and notice regarding renewal charges and cancellation terms. Defendants claim their subscription renewal practices complied with all applicable laws and regulations and that it fairly disclosed all terms associated with its subscriptions. Thus, Defendants deny all allegations of wrongdoing, and the Court has not determined who is right. Rather, the Parties have agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.
- You are included if, from October 11, 2018, through [the date of the preliminary approval granted], you enrolled in an automatically renewing Fight Pass subscription using a California, District of Columbia, Florida, Hawaii, Illinois, New York, North Carolina, North Dakota, Oregon, Virginia, or Vermont billing address and paid fee(s) in connection with such subscription.
- Those included in the settlement will be eligible to receive a cash payment (up to \$9.99), or an electronic voucher for two months free service as provided below.
- Read this notice carefully. Your legal rights are affected whether you act, or don’t act.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>FILE A CLAIM BY [CLAIMS DEADLINE]</b>	By participating in the settlement, you will be bound by the terms of the Settlement Agreement and will give up certain rights.
<b>EXCLUDE YOURSELF BY [EXCLUSION DEADLINE]</b>	You will receive no benefits, but you will retain any rights you currently have to sue the Defendants about the claims in this case.
<b>OBJECT BY [OBJECTION DEADLINE]</b>	Write to the Court explaining why you don’t like the settlement.
<b>DO NOTHING</b>	Active Class Members currently enrolled in Fight Pass who do not make a claim for cash, object, or opt out will automatically receive a

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	<p>credit equal to two (2) months of free service (which currently has a retail price of \$9.99 per month) to be applied by Defendants to their current Fight Pass subscription.</p> <p>Inactive Class Members <b>will not</b> get a share of the settlement benefits unless you make an election on the Claim Form as to the type of benefit you want to receive.</p> <p>Active and Inactive Class Members will give up all rights to sue Defendants about issues related to the claims and allegations in this case.</p>
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These rights and options—**and the deadlines to exercise them**—are explained in this Notice.

## BASIC INFORMATION

### 1. Why was this Notice issued?

A Court authorized this Notice because you have a right to know about a proposed settlement of this class action lawsuit and about all of your options before the Court decides whether to give final approval to the settlement. This Notice explains the lawsuit, the settlement, and your legal rights.

The Honorable Cristina D. Silva of the United States District Court for the District of Nevada presides over this case. The case is called *Reza, et al. v. Zuffa, LLC, et al.*, Case No. 2:23-cv-00802-CDS-EJY. The people who sued are called the Plaintiffs. The Defendants are Zuffa, LLC and NeuLion USA, LLC.

### 2. What is a class action?

In a class action, one or more people called Class Representatives (in this case, Moises Reza, Frank Garza, Tanner Pendergraft, Isaiah Sanchez, and Saul Garcia) sue on behalf of a group or a “class” of people who have similar claims. In a class action, the court resolves the issues for all class members, except for those who exclude themselves from the Settlement Class.

### 3. What is this lawsuit about?

The Class Representatives allege that they were enrolled in automatically renewing subscriptions for UFC Fight Pass content without adequate disclosures and notice regarding renewal charges and cancellation terms. The Class Representatives allege that the challenged practices violated the Nevada Deceptive Trade Practice Act, Nev. Rev. Stat. §§ 598.0903 *et seq.*, the Electronic Funds Transfer Act, 15 U.S.C. §§ 1693, *et seq.* and other laws. A copy of the Amended Class Action Complaint describing the practices challenged and legal claims presented is available at

www.FPREnewalSettlement.com. Defendants claim its subscription renewal practices complied with all applicable laws and regulations and that it fairly disclosed all terms associated with its subscriptions. Thus, Defendants deny all allegations of wrongdoing, and the Court has not determined who is right. Rather, the Parties have agreed to settle the lawsuit to avoid the uncertainties, risks and expenses associated with ongoing litigation.

#### 4. Why is there a settlement?

The Court has not decided whether the Plaintiffs or the Defendants should win this case. Instead, both sides agreed to a settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation, and Settlement Class Members will get compensation sooner rather than after the completion of a trial, if at all.

### WHO IS INCLUDED IN THE SETTLEMENT?

#### 5. How do I know if I am in the Settlement Class?

The Court decided that everyone who fits the following description is a member of the **Settlement Class**:

All persons who, from October 11, 2018, through [the date of the preliminary approval granted], enrolled in an automatically renewing Fight Pass subscription using a California, District of Columbia, Florida, Hawaii, Illinois, New York, North Carolina, North Dakota, Oregon, Virginia, or Vermont billing address and paid fee(s) in connection with such subscription.

### THE SETTLEMENT BENEFITS

#### 6. What does the settlement provide?

**Monetary Relief:** If approved, a Settlement Fund will be created totaling up to \$1,200,000.00. Settlement Class Member cash payments, the cost to administer the settlement, the cost to inform people about the settlement, attorneys' fees (inclusive of litigation costs), and awards to the Class Representatives will also come out of this fund (*see* Question 12). Settlement Class Members who are active subscribers to Fight Pass at the time of their claim have the option to receive a prorated cash payment of up to \$9.99 from the Net Settlement Fund. If an Active Class Member does not elect to receive a prorated cash payment, they will automatically receive a credit equal to two (2) months of free service (which currently has a retail price of \$9.99 per month) to be applied by Defendants to their current Fight Pass subscription

Settlement Class Members who are inactive subscribers to Fight Pass at the time of their claim, *i.e.* are no longer enrolled, must elect to receive either (1) a credit for two months of free service applied towards a new or reactivated Fight Pass subscription; or (2) receive a prorated cash payment of up to \$9.99 from the Net Settlement Fund.

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A detailed description of the settlement benefits can be found in the Settlement Agreement, a copy of which is accessible on the Settlement Website by clicking [here](#) or at [www.FPRenewalSettlement.com](http://www.FPRenewalSettlement.com).

**Prospective Relief:** In addition to the monetary relief described above, Defendants have also agreed to present on the checkout page the automatic renewal offer terms (including cancellation policy) in a clear and conspicuous manner before the subscription or purchasing agreement and in visual proximity to the request for consent to the offer and obtain affirmative consent to the agreement containing the automatic renewal terms in a manner that complies with applicable automatic renewal laws. Defendants further agree to disclose, in a manner that complies with applicable automatic renewal laws, how to cancel and by when in an acknowledgment email that is capable of being retained by consumers.

## 7. What settlement benefits am I entitled to?

Your benefit depends on whether you are an active or inactive Fight Pass subscriber.

If you are an active subscriber to Fight Pass you may choose to receive a prorated cash payment of up to \$9.99 from the Net Settlement Fund. If you are an Active Class Member and do not make an election, you will **automatically** receive two months of free service to your Fight Pass Subscription. If, as of the Settlement Effective Date, an Active Class Member no longer maintains an active, paid Fight Pass subscription, this benefit will automatically convert to an electronic credit for two months of free service applied towards a new or reactivated Fight Pass subscription.

If you are an inactive subscriber to Fight Pass, you **must** choose to receive either (1) Receive a credit for two months of free service applied towards a new or reactivated Fight Pass subscription; or (2) receive a prorated cash payment of up to \$9.99 from the Net Settlement Fund.

Annual Fight Pass subscribers that cancel their paid Fight Pass subscription before renewal, and therefore do not automatically receive an electronic credit for two (2) months of free service, will, within 12 months of the Settlement Effective Date, receive an electronic credit for two (2) months of free service that may be applied towards a new or reactivated Fight Pass subscription.

Details on the electronic voucher option can be found on the settlement website at [www.FPRenewalSettlement.com](http://www.FPRenewalSettlement.com).

The cash payments may be subject to pro rata adjustment depending on the number of valid claims that are filed. A Settlement Fund of up to \$1,200,000.00 will be established to pay all approved claims to the Settlement Class, together with notice and

**QUESTIONS? CALL (800) 000-0000 TOLL FREE, OR VISIT [WWW.FPRENEWALSETTLEMENT.COM](http://WWW.FPRENEWALSETTLEMENT.COM)**



administration expenses, approved attorneys' fees and costs to Class Counsel, and Service Awards to the Plaintiffs.

#### **8. When will I receive my settlement benefit?**

The hearing to consider the fairness of the settlement is scheduled for [Final Approval Hearing Date]. If the Court approves the settlement, eligible Class Members will receive their benefit approximately 60 days after the settlement has been finally approved and/or after any appeals process is complete. The cash payment will be made in the form of as digital payment such as PayPal, Venmo or Zelle, or a paper check. All checks will expire and become void 90 calendar days after they are issued.

### **HOW TO GET BENEFITS**

#### **9. How do I get a benefit from the settlement?**

You **can** complete and submit a Claim Form to receive a benefit from the Settlement. You may submit a Claim Form either electronically on the Settlement Website by clicking [here](#) or going to [www.FP RenewalSettlement.com](http://www.FP RenewalSettlement.com), or by printing and mailing in a paper Claim Form, copies of which are available for download [here](#) at [www.FP RenewalSettlement.com](http://www.FP RenewalSettlement.com). Claim Forms must be submitted online by 11:59 p.m. CT on [date] or postmarked and mailed by [date]. Active Fight Pass subscribers do not have to submit a Claim Form to receive two months of free service to your Fight Pass Subscription. Active Fight Pass subscribers only need to submit a Claim Form to elect the cash option.

### **REMAINING IN THE SETTLEMENT**

#### **10. What am I giving up if I stay in the Class?**

If the settlement becomes final, you will give up your right to sue the Defendants and other Released Parties for the claims being resolved by this settlement. The specific claims you are giving up against the Defendants are described in the Settlement Agreement. You will be “releasing” the Defendant and certain of its affiliates, employees and representatives as described in Sections 14 and 17 of the Settlement Agreement. Unless you exclude yourself (*see* Question 13), you are “releasing” the claims, regardless of whether you submit a claim or not. The Settlement Agreement is available through the “court documents” link on the website.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. A copy of the Settlement Agreement is available for your review at [www.FP RenewalSettlement.com](http://www.FP RenewalSettlement.com). If you have any questions you can talk to the lawyers listed below in Question 11 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

## THE LAWYERS REPRESENTING YOU

### 11. Do I have a lawyer in the case?

The Court has appointed Bursor & Fisher, P.A., Gucovschi Rozenshteyn, PLLC., Crosner Legal, P.C., and Zimmerman Reed LLP. They are called “Class Counsel.” They believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

### 12. How will the lawyers be paid?

The Defendants have agreed that Class Counsel attorneys’ fees and costs may be paid out of the Settlement Fund in an amount to be determined by the Court. The fee petition will seek no more than \$400,000.00 of the Settlement Fund, exclusive of reimbursement of their costs and expenses; the Court may award less than this amount.

Subject to approval by the Court, Defendant has also agreed that the Class Representatives may be paid a Service Award of \$2,500 each from the Settlement Fund for their services in helping to bring and resolve this case.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 13. How do I get out of the settlement?

To exclude yourself from the settlement, you must submit a request for exclusion by 11:59 p.m. EST on [objection/exclusion deadline]. Requests for exclusion may be submitted by mailing or otherwise delivering a letter (or request for exclusion) stating that you want to be excluded from the *Reza, et al. v. Zuffa, LLC, et al.*, No. 2:23-cv-00802-CDS-EJY settlement.

To exclude yourself from the Settlement Class you must send a letter by first class mail to the Claims Administrator prior to the deadline containing: (1) the title of the Action; (2) the full name, address, and telephone number of the person requesting exclusion; (3) a statement that he or she requests exclusion from the Settlement Class; and (4) email or other such information sufficient to determine the Fight Pass subscription.

Opt-out letters must be submitted individually and cannot be made on behalf of a group of Settlement Class Members. Each letter must be signed by the Settlement Class Member who is opting out.

If you choose to submit a request for exclusion by mail, you must mail or deliver your exclusion request, postmarked no later than [objection/exclusion deadline], to the following address:

**Fight Pass Settlement**

0000 Street

City, ST 00000

**14. If I don't exclude myself, can I sue the Defendants for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue Defendants for the claims being resolved by this settlement.

**15. If I exclude myself, can I get anything from this settlement?**

No. If you exclude yourself, you will not receive a payment from the Settlement Fund.

**OBJECTING TO THE SETTLEMENT**

**16. How do I object to the settlement?**

If you are a Class Member, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file with the Court a letter or brief stating that you object to the settlement in *Reza, et al. v. Zuffa, LLC, et al., No. 2:23-cv-00802-CDS-EJY* and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you rely on for your objections. This objection must be made within 60 calendar days after the Claims Administrator has sent your Settlement Class Notice.

Your letter or brief must be filed with the clerk of the court or must be e-filed if you are represented by your own attorney. Each objection must be personally signed by the class member and include: (1) a heading containing the name and case number of the Action; (2) the Settlement Class Member's name, postal address, telephone number and email; (3) a statement as to the basis of the objector's belief that he or she is a member of the Settlement Class; (4) a detailed statement of each objection, including, if available, the factual and legal basis for each objection; and (5) a statement of whether the Settlement Class Member intends to appear, either in person or through counsel, at the final approval hearing, and, if through counsel, a statement identifying the counsel's name, postal address, telephone number, and email address.

Class Counsel is entitled to file a response to any objections no later than 14 days after the deadline for objections.

If you want to appear and speak at the Final Approval Hearing to object to the settlement, with or without a lawyer (explained below in answer to Question Number 20), you must say so in your letter or brief. File the objection with the Court (or mail the objection to the Court) and mail a copy of the objection to both Class Counsel and

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Defendants' Counsel, at the addresses below, postmarked no later than **[objection deadline]**.

Court	Class Counsel	Defendants' Counsel
The Honorable Cristina D. Silva of the United States District Court for the District of Nevada, 333 S Las Vegas Blvd, Las Vegas, NV 89101	Zimmerman Reed LLP <b>Address:</b> ZIMMERMAN REED LLP 14648 N. Scottsdale Rd. Suite 130 Scottsdale, AZ 85254	Ashley Shively and Dan Kappes Holland & Knight LLP 560 Mission Street, Suite 1900   San Francisco, California 94105

### 17. What's the difference between objecting and excluding myself from the settlement?

Objecting simply means telling the Court that you don't like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Class is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself per the terms in the settlement agreement, you have no basis to object because the case no longer affects you.

## THE COURT'S FINAL APPROVAL HEARING

### 18. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at **[time]** on **[date]** at the United States District Court for the District of Nevada, 333 S Las Vegas Blvd, Las Vegas, NV 89101. The purpose of the hearing will be for the Court to determine whether to approve the settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the Class Counsel's request for attorneys' fees and expenses; and to consider the request for Service Awards to the Class Representatives. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check for updates by visiting the Settlement Website at [www.FPRenewalSettlement.com](http://www.FPRenewalSettlement.com) or calling **(800) 000-0000**. If, however, you timely objected to the settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, and the Court has your contact information, you will receive notice of any change in the date of the Final Approval Hearing.

### 19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you serve or file an objection or comment,

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you don't have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it is not required.

#### **20. May I speak at the hearing?**

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include in your letter or brief objecting to the settlement a statement saying that it is your "Notice of Intent to Appear in *Reza, et al. v. Zuffa, LLC, et al., No. 2:23-cv-00802-CDS-EJY.*" It must include your name, address, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your objection and notice of intent to appear must be filed with the Court and postmarked no later than **[objection deadline]**, and be sent to the addresses listed in Question 16.

### **GETTING MORE INFORMATION**

#### **21. Where do I get more information?**

This Notice summarizes the settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at as well as other information on the settlement website, [www.FPRenewalSettlement.com](http://www.FPRenewalSettlement.com). You may also write with questions to **Fight Pass Settlement, P.O. Box 0000, City, ST 00000**. You can call the Settlement Administrator at **(800) 000-0000**, if you have any questions. Before doing so, however, please read this full Notice carefully. You may also find additional information elsewhere on the case website.