

**IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT  
DUPAGE COUNTY, ILLINOIS, LAW DIVISION**

NE'TOSHA BURDETTE, ANDREW  
BAKER, MATTHEW BERMAN, and  
CATHERINE BEASLEY individually and  
on behalf of all other similarly situated,

Plaintiffs,

vs.

FUBOTV, INC. and FUBOTV MEDIA,  
INC.

Defendants.

Case No. 2024LA001460

**CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

Plaintiffs Ne'Tosha Burdette, Andrew Baker, Matthew Berman, and Catherine Beasley (collectively, "Plaintiffs") hereby enter into this Class Action Settlement Agreement and Release ("Settlement Agreement") in order to effect a full and final settlement and dismissal with prejudice of all claims against Defendants fuboTV, Inc. and fuboTV Media, Inc. (collectively, "Defendants," and with the Plaintiffs, the "Named Parties") alleged in the litigation captioned *Burdette, et al. v. fuboTV, Inc., et al.*, Case No. 2024LA001460, currently pending in the Circuit Court of the Eighteenth Judicial Circuit in the DuPage County, Illinois, Law Division (hereinafter, the "Litigation") on the terms set forth herein. Capitalized terms shall otherwise have the meaning ascribed to them in this Settlement Agreement.

**I. RECITALS**

WHEREAS, certain of the Plaintiffs initiated litigation against Defendant fuboTV, Inc. ("Fubo") on or about August 9, 2023 in the Circuit Court of Cook County, Illinois, which Fubo removed to the United States District Court for the Northern District of Illinois on or about September 12, 2023 (*Burdette v. fuboTV, Inc.*, Case No. 1:23-cv-10351 (N.D. Ill.)); on or about

October 13, 2023 in the United States District Court for the Southern District of Florida (*Baker, et al. v. fuboTV, Inc.*, Case No. 23-cv-61961) (S.D. Fla.))<sup>1</sup>; and on or about January 31, 2024 in the United States District Court for the Southern District of New York (*Beasley v. fuboTV, Inc.*, Case No. 1:24-cv-711 (S.D.N.Y.)). Plaintiffs thereafter dismissed those suits and filed the Litigation against Defendants in this Court on December 10, 2024. Plaintiffs generally allege that Defendants have collected, stored, used, distributed, or retained Personally Identifiable Information and/or other personal information or data, including through targeted advertising and the use of Trap and Trace Devices, the Meta Pixel, Google Analytics, Cookies, and related technology, in violation of the Video Privacy Protection Act, 18 U.S.C. § 2710 *et seq.* (“VPPA”), the California Invasion of Privacy Act (“CIPA”), California Penal Code § 630 *et seq.* (“CIPA”), and Cal. Civil Code § 1799.3. Plaintiffs assert their claims on their own behalf as well as on behalf of “all Persons who at any time on or before the Preliminary Approval Date had an account to use the Fubo Platform or used the Fubo account of another Person while residing in the United States or its territories.”

WHEREAS, Defendants deny all of Plaintiffs’ allegations in the Litigation and specifically deny that they have engaged in any wrongdoing whatsoever, that Plaintiffs and the proposed classes are entitled to any relief whatsoever, and that the action can properly or feasibly be maintained as a class action on a contested basis.

WHEREAS, on July 29, 2024, the Named Parties engaged in a day-long mediation with the assistance of the Honorable Wayne R. Andersen (Ret.) of JAMS. The Named Parties did not reach a settlement on July 29, 2024 but continued to conduct arm’s-length negotiations with the

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<sup>1</sup> The *Baker* litigation was originally brought by Javier Perez and Denise Brinkley. *See Perez, et al. v. fuboTV, Inc.*, Case No. 23-cv-61961, Dkt. 1 (S.D. Fla.). The First Amended Complaint (filed on March 4, 2024) replaced those individuals with Plaintiffs Andrew Baker and Matthew Berman.

October 13, 2023 in the United States District Court for the Southern District of Florida (*Baker, et al. v. fuboTV, Inc.*, Case No. 23-cv-61961) (S.D. Fla.))<sup>1</sup>; and on or about January 31, 2024 in the United States District Court for the Southern District of New York (*Beasley v. fuboTV, Inc.*, Case No. 1:24-cv-711 (S.D.N.Y.)). Plaintiffs thereafter dismissed those suits and filed the Litigation against Defendants in this Court on December 10, 2024. Plaintiffs generally allege that Defendants have collected, stored, used, distributed, or retained Personally Identifiable Information and/or other personal information or data, including through targeted advertising and the use of Trap and Trace Devices, the Meta Pixel, Google Analytics, Cookies, and related technology, in violation of the Video Privacy Protection Act, 18 U.S.C. § 2710 *et seq.* (“VPPA”), the California Invasion of Privacy Act (“CIPA”), California Penal Code § 630 *et seq.* (“CIPA”), and Cal. Civil Code § 1799.3. Plaintiffs assert their claims on their own behalf as well as on behalf of “all Persons who at any time on or before the Preliminary Approval Date had an account to use the Fubo Platform or used the Fubo account of another Person while residing in the United States or its territories.”

WHEREAS, Defendants deny all of Plaintiffs’ allegations in the Litigation and specifically deny that they have engaged in any wrongdoing whatsoever, that Plaintiffs and the proposed classes are entitled to any relief whatsoever, and that the action can properly or feasibly be maintained as a class action on a contested basis.

WHEREAS, on July 29, 2024, the Named Parties engaged in a day-long mediation with the assistance of the Honorable Wayne R. Andersen (Ret.) of JAMS. The Named Parties did not reach a settlement on July 29, 2024 but continued to conduct arm’s-length negotiations with the

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assistance of Judge Andersen in August and September of 2024, resulting in an agreement in principle regarding a class settlement of this action, subject to negotiating the remaining settlement terms and negotiating a definitive written settlement agreement.

WHEREAS, Settlement Class Counsel have made a thorough investigation of the facts and circumstances surrounding the allegations asserted in the Litigation and have engaged in investigation of the claims asserted therein.

WHEREAS, Plaintiffs and Settlement Class Counsel have examined the benefits to be obtained under the terms of this Settlement Agreement, have considered the risks associated with the continued prosecution of the Litigation, and believe that it is in the best interests of the Settlement Class that the Litigation be resolved on the terms and conditions set forth in this Settlement Agreement. Settlement Class Counsel reached that conclusion after considering the factual and legal issues presented in the Litigation, the defenses and counterclaims available to Defendants, the substantial benefits that members of the Settlement Class will receive as a result of the Settlement Agreement, the risks and uncertainties of continued litigation, the expense that would be necessary to prosecute the Litigation through trial, and any appeals that might be taken and the likelihood of success at trial.

WHEREAS, Defendants deny each and every allegation of liability, wrongdoing, and damages, and further deny that the Litigation may be maintained as a class action except for settlement purposes. Nonetheless, without admitting or conceding any liability, damages, or any wrongdoing whatsoever, and without conceding the appropriateness of class treatment for claims asserted in any future complaint, Defendants have agreed to settle the Litigation on the terms and conditions set forth in this Settlement Agreement solely to avoid the substantial expense, inconvenience, burden, and disruption of continued litigation.

WHEREAS, the Named Parties agree and understand that neither this Settlement Agreement nor the Settlement it represents shall be construed or admissible as an admission of any kind by Defendants of any wrongdoing whatsoever, including an admission of a violation of any statute or law or of liability on the claims or allegations in the Litigation.

WHEREAS, the Named Parties agree and understand that neither this Settlement Agreement nor the Settlement it represents shall be construed or admissible as an admission of any kind by Defendants that Plaintiffs' claims in this Litigation or any other similar claims in other proceedings are or would be suitable for class treatment if the Litigation proceeded through litigation and/or trial.

WHEREAS, the Named Parties desire to compromise and settle all issues and claims that have been brought or could have been brought against the Released Parties arising out of or relating to allegations that Defendants collected, stored, used, distributed, or retained Personally Identifiable Information and/or other personal information or data, including through targeted advertising and the use of Trap and Trace Devices, the Meta Pixel, Google Analytics, Cookies, and related technology, as well as all of the claims that were or could have been asserted in the Litigation.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the Named Parties hereto agree as follows, subject to preliminary and final approval from the Court:

## **II. DEFINITIONS**

As used in this Settlement Agreement, the following terms shall have the meanings set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

1. The term "Approved Claim" means a Claim Form submitted by a Settlement Class Member that (a) is submitted timely and in accordance with the directions on the Claim Form and

the provisions of the Settlement Agreement; (b) is fully and truthfully completed by a Settlement Class Member with all of the information requested in the Claim Form; (c) is signed by the Settlement Class Member, physically or electronically; and (d) is approved by the Settlement Administrator pursuant to the provisions of this Settlement Agreement. To receive a Cash Payment, each Settlement Class Member must certify that he or she had an account for the Fubo Platform on or before the Preliminary Approval Date or used the Fubo account of another Person on or before the Preliminary Approval Date while residing in the United States or its territories. Further, each Settlement Class Member must provide the email address used to create the account for the Fubo Platform on or before the Preliminary Approval Date. Finally, Settlement Class Members who seek to recover the Cash Payment amount for California residents as discussed in this Agreement must certify that they resided or were located in the State of California when they accessed or viewed Video Content through the Fubo Platform.

2. The term “Attorneys’ Fees and Expenses” means the total award of attorneys’ fees, costs and expenses sought by Settlement Class Counsel, as described in Section X(1), and allowed by the Court.

3. The term “Cash Fund” means the common fund in the amount of three million four hundred thousand dollars (\$3,400,000 USD) described in Section IV(1), less the Settlement Fees and Expenses incurred by Defendants prior to their funding of the Cash Fund pursuant to Section IV(1). The Cash Fund will be used to pay Attorneys’ Fees and Expenses, any Service Awards ordered by the Court, Settlement Fees and Expenses, and all cash payments to be paid to Settlement Class Members under this Settlement Agreement. The Cash Fund shall represent the maximum amount of Defendants’ monetary obligations under this Settlement, and in no event shall Defendants be required to pay or contribute toward the Settlement more than the amount of the

Cash Fund.

4. The term “Cash Payment” means the monetary payments described in Section IV(2)(b) to Settlement Class Members who complete the claims process and submit a timely, valid Claim Form approved by the Settlement Administrator. Cash Payments shall be subject to the Net Settlement Benefit Cap.

5. The term “CIPA” means the California Invasion of Privacy Act, California Penal Code § 630 *et seq.*

6. The term “Claim Deadline” means the date sixty (60) Days after the Notice Date by which a member of the Settlement Class eligible for the benefits described in Section IV(2)(a) shall complete, sign, and submit a Claim Form.

7. The term “Claim Form” means the form that Settlement Class Members must complete, sign, and submit on or before the Claim Deadline to be eligible for the benefits described in Section IV(2)(a), which form shall be substantially in the form of Exhibit 1 hereto. The Claim Form shall require a signature certifying to the accuracy of the statements therein but shall not require a notarization or any other form of verification.

8. The term “Class Notice” means the Court-approved form of Emailed Notice and Published Notice in substantially the same form as Exhibits 2 and 3, which will notify the Settlement Class of preliminary approval of the Settlement and the scheduling of the Final Approval Hearing, among other things.

9. The term “Cookie” means a small text file put on a user’s web browser by a website when the user visits the website. For example, Cookies may help to recognize the user’s browser the next time the user visits the website.

10. The term “Court” means the Circuit Court of the Eighteenth Judicial Circuit

DuPage County, Illinois, Law Division.

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

12. The term “Defendants” means fuboTV, Inc. and fuboTV Media, Inc.

13. The term “Defense Counsel” means Latham & Watkins LLP.

14. The term “Denied Claim” means a Claim Form submitted by a Settlement Class Member that is not approved for Cash Payment by the Settlement Administrator because it fails to satisfy one or more of the requirements for an Approved Claim under the terms of this Settlement Agreement.

15. The term “Effective Date” means the date defined in Section XIII(1).

16. The term “Emailed Notice” means the notice of the Settlement provided to the Settlement Class by email, which shall be without material alteration from Exhibit 2.

17. The term “Escrow Account” means the bank account established to hold the Cash Fund as described in Section V(1).

18. The term “Final” shall have the meaning defined in Section XIII(2).

19. The term “Final Approval Hearing” means the hearing at which the Court will consider and finally decide whether to enter the Final Order and Judgment.

20. The term “Final Order and Judgment” means that Court order that permanently

certifies the class described in Section III(1), approves this Settlement Agreement, approves payment of Attorneys' Fees and Expenses, and makes such other final rulings as are contemplated by this Settlement Agreement, as described in Section XI(1), except that any reduction to an award of Attorneys' Fees and Expenses or to the Service Awards shall not constitute a material alteration.

21. The term "fuboTV, Inc." means the parent company of Defendant fuboTV Media, Inc.

22. The term "fuboTV Media, Inc." means a subsidiary of Defendant fuboTV, Inc.

23. The term "Fubo Platform" means the streaming television service that makes available to customers over the internet live and on-demand TV and other entertainment via smartphone, tablet, laptop, connected TV, or other internet-connected device(s).

24. The term "Fubo Smartphone Application" means the smartphone application that makes available to customers over the internet live TV and other entertainment offered by the Fubo Platform.

25. The term "Fubo Website" means the website available at <https://www.fubo.tv>.

26. The term "Google Analytics" means Google's web analytics service described as of the date of this Settlement Agreement at <https://marketingplatform.google.com/about/analytics/> (attached hereto as Exhibit 5).

27. The term "Issuance Date" means the later of sixty (60) Days after the Effective Date or sixty (60) Days after all issues and disputes regarding the validity of a Claim Form and the amount, if any, to be paid on each claim have been resolved.

28. The term "Litigation" means the above-captioned lawsuit.

29. The term "Meta Pixel" means Meta's web analytics code described as of the date of this Settlement Agreement at <https://www.facebook.com/business/tools/meta-pixel>.

30. The term “Named Parties” means Plaintiffs Ne’Tosha Burdette, Andrew Baker, Matthew Berman, and Catherine Beasley, together with Defendants fuboTV, Inc. and fuboTV Media, Inc.

31. The term “Net Settlement Benefit Cap” means the Settlement Benefit Cap less (i) Attorneys’ Fees and Expenses; (ii) Service Awards; and (iii) Settlement Fees and Expenses.

32. The term “Notice Date” means the date upon which Emailed Notice is emailed to the Settlement Class in accordance with the terms set forth in Sections VII(4) below. If Emailed Notice is emailed to the Settlement Class over a period of Days, the Notice Date shall be the date on which the last set of Emailed Notices are emailed.

33. The term “Notice of Approved Claim Challenges” means the notice identifying by claim number any Approved Claim(s) that Settlement Class Counsel or Defense Counsel wish to challenge and the reasons therefor. Settlement Class Counsel and Defense Counsel must serve any Notice of Approved Claim Challenges via email on counsel for the opposing Party and the Settlement Administrator within twenty-one (21) days of the date they receive the Settlement Administrator’s list of Approved Claims.

34. The term “Notice of Denied Claim Challenges” means the notice identifying by claim number any Denied Claim(s) that Settlement Class Counsel or Defense Counsel wish to challenge and the reasons therefor. Settlement Class Counsel and Defense Counsel must serve any Notice of Denied Claim Challenges via email on counsel for the opposing Party and the Settlement Administrator within twenty-one (21) days of the date they receive the Settlement Administrator’s list of Denied Claims.

35. The term “Notice Program” means the program for disseminating the Class Notice to the Settlement Class in accordance with the terms set forth in Section VII and as described

further in Exhibit 6.

36. The term “Objection Date” means the date forty-five (45) Days after the Notice Date by which Settlement Class Members must submit any objection to the Settlement Agreement’s terms or provisions and submit any required statements, proof, or other materials and/or argument.

37. The term “Opt Out” means a member of the Settlement Class who properly and timely submits a Request for Exclusion from the Settlement Class as set forth in Section VIII.

38. The term “Opt-Out Deadline” means the date forty-five (45) Days after the Notice Date by which any member of the Settlement Class who does not wish to be included in the Settlement Class and participate in the Settlement must complete the acts necessary to properly effect such election to opt out.

39. The term “Opt-Out List” means a written list prepared by the Settlement Administrator of the names of all Settlement Class Members who submit timely, valid Requests for Exclusion.

40. The term “Parties” means Plaintiffs and Settlement Class Members together with Defendants. Plaintiffs and Settlement Class Members shall be referred to as one Party, with Defendants being referred to as the other Party. “Parties” shall also mean Settlement Class Counsel for the sole purpose of effecting the Settlement Class Counsel Release.

41. The term “Person” means an individual, corporation, partnership, limited partnership, limited liability company, association, member, joint stock company, estate, legal representative, trust, unincorporated association, any business or legal entity and such individual’s or entity’s spouse, heirs, predecessors, successors, agents, representatives, assignees, and counsel.

42. The term “Personally Identifiable Information” means information which identifies

a person as having requested or obtained specific video materials or services from a video tape service provider, as set forth in and defined by 18 U.S.C. § 2710(a)(4).

43. The term “Plaintiffs” means Ne’Tosha Burdette, Andrew Baker, Matthew Berman, and Catherine Beasley.

44. The term “Preliminary Approval Date” means the date on which the Preliminary Approval Order is entered by the Court.

45. The term “Preliminary Approval Order” means the order of the Court preliminarily approving this Settlement Agreement and conditionally certifying a provisional Settlement Class, in substantially the same form as Exhibit 4.

46. The term “Published Notice” means the notice published on the Settlement Website, which shall be without material alteration from Exhibit 3.

47. The term “Related Litigation” means *Burdette v. FuboTV, Inc.*, Case No. 1:23-cv-10351 (N.D. Ill.); *Baker, et.al, v. FuboTV, Inc.*, Case No. 0:23-cv-61961-WPD (S.D. Fla.); and *Beasley v. FuboTV, Inc.*, Case No. 1:24-cv-00711 (CM) (RWL) (S.D.N.Y.).

48. The term “Release” means the release and discharge, as of the Effective Date, by the Releasing Parties of the Released Parties of and from all Released Claims.

49. The term “Released Claims” means any and all claims, actions, causes of action, rights, demands, disputes, suits, debts, liens, contracts, warranties, agreements, offsets, or liabilities, including but not limited to tort claims, equitable claims, statutory claims, privacy claims, claims for breach of contract, breach of warranty, breach of the duty of good faith and fair dealing, breach of statutory duties, actual or constructive fraud, misrepresentation, omission, fraudulent inducement, statutory or consumer misrepresentation, omission or fraud, unfair business or trade practices, any right to recovery or relief in, through, or as a result of a parents

patriae action, a private attorney general action, or other governmental action or investigation, restitution, rescission, compensatory and punitive damages, statutory damages, injunctive or declaratory relief, public injunction, any right to relief pursuant to a public injunction, attorneys' fees, interests, costs, penalties, and any other claims, whether known or unknown, alleged or not alleged in the Litigation, suspected or unsuspected, contingent or matured, direct or indirect, under federal, state, provincial or local law, rules or regulations, that the Releasing Parties now have or may in the future have with respect to any conduct, acts, omissions, facts, matters, transactions, or oral or written statements or occurrences on or prior to the Preliminary Approval Date arising from or relating to the VPPA (including but not limited to Personally Identifiable Information), CIPA, California Civil Code § 1799.3, any such related statutes and any state law analogue statutes, the Fubo Website, the Fubo Smartphone Application, the Fubo Platform, Trap and Trace Devices, the Meta Pixel, Google Analytics, Cookies, and related technology, and/or the collection, storage, use, distribution, disclosure, or retention of personal information or data. For avoidance of doubt, the term "Released Claims" does not encompass claims arising from alleged security breaches, if any, perpetrated by third parties resulting in such third parties unlawfully obtaining confidential personal information collected, stored, or retained by Fubo, and does not encompass claims relating to the overpayment of subscription fees.

50. The term "Released Parties" means and shall broadly include Defendants and each of their affiliates and each of their respective past, present, and future predecessors, successors, assigns, parents, subsidiaries, affiliates, joint venturers, partnerships, limited liability companies, corporations, unincorporated entities, divisions, groups, directors, officers, shareholders, members, grand-members, employees, partners, agents, attorneys, legal representatives, insurers, co-insurers, reinsurers, insurance brokers, other agents, and all other persons, entities, or

individuals acting for or on their behalf.

51. The term “Releasing Parties” means Plaintiffs (on behalf of themselves and all Settlement Class Members) and each of the Settlement Class Members and the respective predecessors, successors, assigns, subrogees, officers, directors, employees, agents, attorneys, counsel, parents, subsidiaries, administrators, insurers, co-insurers, reinsurers, and insurance brokers of each of the Plaintiffs and Settlement Class Members, as well as all other legal or natural persons who may claim by, through, or under Plaintiffs or the Settlement Class Members and who have not excluded themselves from the Settlement Class, including any minors who used their parent’s or guardian’s account for the Fubo Platform regardless of whether they were sharing the same household during the minor’s use of the parent’s or guardian’s Fubo account.

52. The term “Request for Exclusion” means any request by any member of the Settlement Class for exclusion from the Settlement Class in compliance with Section VIII.

53. The term “Service Awards” means compensation for Plaintiffs, as defined in Section X(2), for the time and effort undertaken in this Litigation, which shall be subject to Court approval.

54. The term “Settlement” means the agreement by Plaintiffs and Defendants to resolve the Litigation, the terms of which have been memorialized in this Settlement Agreement.

55. The term “Settlement Administrator” means the third-party agent or administrator agreed to by the Parties and appointed by the Court to implement the notice and other requirements of this Settlement Agreement. The Parties agree that Kroll Settlement Administrators shall serve as the Settlement Administrator, subject to approval by the Court.

56. The term “Settlement Agreement” means this settlement agreement, including any amendment hereto pursuant to Section XV(5), and all the exhibits attached hereto.

57. The term “Settlement Benefit Cap” means the gross amount of three million four hundred thousand dollars (\$3,400,000 USD) that shall represent Defendants’ maximum financial obligation in this matter. In no event shall the total out-of-pocket costs paid by Defendants exceed the Settlement Benefit Cap. The following shall be subject to the Settlement Benefit Cap: (i) all Approved Claims for Cash Payments; (ii) Attorneys’ Fees and Expenses; (iii) Service Awards; and (iv) Settlement Fees and Expenses.

58. The term “Settlement Class” means all Persons who at any time on or before the Preliminary Approval Date had an account to use the Fubo Platform or used the Fubo account of another Person while residing in the United States or its territories, subject to the exclusions stated in Section III(2)(a-e).

59. The term “Settlement Class Counsel” means Evan M. Meyers, Esq., Eugene Turin, Esq., and Jordan Frysinger, Esq. of McGuire Law, P.C.; Manuel Hiraldo, Esq. of Hiraldo P.A.; Michael Eisenband, Esq. of Eisenband Law P.A.; Jibrael Hindi, Esq. of Law Offices of Jibrael S. Hindi; and Adrian Gucovschi, Esq. of Gucovschi Rozenshteyn, PLLC.

60. The term “Settlement Class Counsel Releasing Parties” means and shall broadly include Defendants and each of their past, present and future predecessors, successors, assigns, parents, subsidiaries, affiliates, joint venturers, partnerships, limited liability companies, corporations, unincorporated entities, divisions, groups, directors, officers, shareholders, members, grand-members, employees, partners, agents, attorneys, legal representatives, other agents, and all other persons, entities, or individuals acting or purportedly acting for or on their behalf (including without limitation any governmental entity).

61. The term “Settlement Class Members” means all Persons in the Settlement Class who do not timely and validly exclude themselves pursuant to Section VIII.

62. The term “Settlement Fees and Expenses” means the authorized costs and expenses incurred by the Settlement Administrator in providing Class Notice and implementing the Notice Program in accordance with this Settlement Agreement and the anticipated Preliminary Approval Order and all authorized costs and expenses incurred by the Settlement Administrator in administering the Settlement Agreement, including but not limited to costs and expenses associated with assisting the Settlement Class, processing claims, escrowing funds, issuing and/or mailing awards, paying taxes and tax expenses, and other authorized fees and expenses of the Settlement Administrator. All Settlement Fees and Expenses shall be paid exclusively out of the Cash Fund.

63. The term “Settlement Website” means [www.\[REDACTED\].com](http://www.[REDACTED].com), which will be a dedicated website created and maintained by the Settlement Administrator and will contain relevant documents and information about the Settlement including this Settlement Agreement, the Published Notice, and other documents that Settlement Class Counsel and Defense Counsel agree upon.

64. The term “Trap and Trace Device” means a device or process that captures the incoming electronic or other impulses that identify the originating number or other dialing routing, addressing, or signaling information reasonably likely to identify the source of a wire or electronic communication, but not the contents of a communication, as set forth in Cal. Pen. Code § 638.50(c).

65. The term “Video Content” means audio-visual material that has been previously recorded as well as real-time, live audio-visual content.

66. The term “VPPA” means the Video Privacy Protection Act, 18 U.S.C. § 2710 *et seq.*

67. The plural of any defined term includes the singular, and the singular of any defined term includes the plural, as the case may be.

### **III. PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS**

1. The Parties stipulate to certification, for settlement purposes only, of a Settlement Class defined as follows:

All Persons who at any time on or before the Preliminary Approval Date had an account to use the Fubo Platform or used the Fubo account of another Person while residing in the United States or its territories.

2. Specifically excluded from the Settlement Class are the following persons:
  - a. fuboTV, Inc. and its respective subsidiaries, affiliates, employees, officers, directors, agents, counsel, and representatives;
  - b. fuboTV Media, Inc. and its respective subsidiaries, affiliates, employees, officers, directors, agents, counsel, and representatives;
  - c. Settlement Class Counsel;
  - d. The judges who have presided over the Litigation, the Related Litigation, or any other VPPA, CIPA, or California Civil Code § 1799.3 cases against any of the Defendants;
  - e. All Persons who have properly and timely elected to become Opt-Outs from the Settlement Class in accordance with the Court's Orders.

3. Solely for the purpose of implementing this Settlement Agreement and effectuating the Settlement, the Parties agree to request that the Court appoint Kroll Settlement Administration as the Settlement Administrator.

4. Solely for the purpose of implementing this Settlement Agreement and effectuating the Settlement, Defendants stipulate that Plaintiffs and Settlement Class Counsel are adequate representatives of the Settlement Class.

5. After execution of this Settlement Agreement, Plaintiffs and Settlement Class Counsel shall promptly move the Court for entry of a Preliminary Approval Order in substantially the same form as Exhibit 4, which by its terms shall:

- a. Preliminarily approve the terms of the Settlement Agreement;
- b. Certify the Settlement Class for purposes of this Settlement Agreement only;
- c. Find that the proposed Settlement is sufficiently fair, reasonable, in the best interest of the Settlement Class, and adequate to warrant providing notice to the Settlement Class;
- d. Approve the contents of the Class Notice and the Notice Program;
- e. Find that the Notice Program necessarily protects the interests of the Settlement Class and the Parties, satisfies the requirements of due process under the Illinois and United States Constitutions, and meets all applicable requirements of applicable law;
- f. Require each member of the Settlement Class who wishes to exclude himself or herself from the Settlement Class to submit an appropriate, timely Request for Exclusion in accordance with the procedure outlined in Section VIII;
- g. Preliminarily enjoin all members of the Settlement Class unless and until they have timely excluded themselves from the Settlement Class from (i) filing, commencing, prosecuting, intervening in, or participating as plaintiff, claimant, participant, or class member in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims; and (ii) filing, commencing, participating in, or prosecuting a

lawsuit or administrative, regulatory, arbitration, or other proceeding as a class action on behalf of any member of the Settlement Class who has not timely excluded himself or herself (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims; and (iii) attempting to effect opt outs of a class of individuals in the Litigation or any other lawsuit or administrative, regulatory, arbitration, or other proceeding based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims. This Settlement Agreement is not intended to prevent Settlement Class Members from assisting a state, provincial, or federal agency in any action or investigation initiated by such agency;

- h. Order that any member of the Settlement Class who does not submit a timely, valid Request for Exclusion from the Settlement Class (i.e., becomes an Opt Out) will be bound by all proceedings, orders, and judgments in the Litigation, even if such Settlement Class Member has previously initiated or subsequently initiates individual litigation, arbitration, or other proceedings encompassed by the Release;
- i. Require each Settlement Class Member who is not an Opt Out and who wishes to object to the fairness, reasonableness, or adequacy of this Settlement Agreement or any part of the Settlement to file with the Court and serve on Settlement Class Counsel and Defense Counsel a statement of the objection in accordance with the procedures outlined in Section IX no later than forty-five (45) Days after the Notice

Date or as the Court otherwise may direct;

- j. Require any response to an objection to be filed with the Court no later than fourteen (14) Days prior to the Final Approval Hearing;
- k. Specify that any Settlement Class Member who does not file a timely, written objection to the Settlement or who fails to otherwise comply with the requirements of Section IX shall be foreclosed from seeking any adjudication or review of this Settlement by appeal or otherwise;
- l. Require that any attorney hired by a Settlement Class Member for the purpose of objecting to this Settlement Agreement or to any portion of the Settlement will be at the Settlement Class Member's expense;
- m. Require that any attorney hired by a Settlement Class Member for the purpose of objecting to the Settlement and who intends to make an appearance at the Final Approval Hearing to provide to Settlement Class Counsel and Defense Counsel and to file with the Clerk of the Court a notice of intention to appear no later than forty-five (45) Days after the Notice Date or as the Court may otherwise direct;
- n. Direct that Settlement Class Counsel shall file their applications for the Attorneys' Fees and Expenses and Plaintiffs' Service Awards in accordance with the terms set forth in Section X;
- o. Direct that Settlement Class Counsel shall file their papers in support of final approval of the Settlement no later than fourteen (14) Days prior to the Final Approval Hearing.
- p. Schedule a Final Approval Hearing to review comments regarding the proposed Settlement and to consider the fairness, reasonableness, and adequacy of the

proposed Settlement and the application for an award of Attorneys' Fees and Expenses, and to consider whether the Court should issue a Final Order and Judgment approving the Settlement, granting Settlement Class Counsel's application for Attorneys' Fees and Expenses, granting the Service Awards application by Plaintiffs, and dismissing the claims against Defendants with prejudice; and

- q. Contain any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of this Settlement Agreement and the proposed Settlement.

#### **IV. SETTLEMENT COMPENSATION AND BENEFITS**

1. **Cash Fund.** In consideration of the Release and the dismissal of the Litigation with prejudice and subject to the limits specified herein, Defendants agree that, within thirty (30) Days of the Effective Date, they will cause an amount sufficient to cover the Attorneys' Fees and Expenses and Service Awards to be paid into the Cash Fund. Defendants further agree that they will cause an amount sufficient to cover Settlement Fees and Expenses to be paid into the Cash Fund on an ongoing basis after the Preliminary Approval Date. Defendants further agree that within thirty (30) Days of the Effective Date or thirty (30) Days after all issues and disputes regarding the validity of a Claim Form and the amount, if any, to be paid on each claim have been resolved, whichever is later, they will cause an amount sufficient to cover all award payments made pursuant to Section X(2) as well as Settlement Fees and Expenses to be paid into the Cash Fund. Defendants shall have no obligation to pay any amounts into the Cash Fund beyond the foregoing obligations, and the total amount paid into the Cash Fund by Defendants shall, in no event, exceed three million four hundred thousand dollars (\$3,400,000 USD). Defendants' maximum monetary obligation under this Settlement Agreement is three million four hundred

thousand dollars (\$3,400,000), and no further monetary obligation shall be imposed on Defendants or otherwise required. Any interest that accrues on the Cash Fund once in the settlement account will be added to the Cash Fund.

2. **Compensation And Benefits To Settlement Class Members.** Settlement Class Members are entitled to the following compensation and/or benefits and/or affirmative relief:

- a. Settlement Class Members shall have until the Claim Deadline to submit a Claim Form. For avoidance of doubt, each Settlement Class Member may only submit a single Claim Form. Each Settlement Class Member who submits an Approved Claim shall be entitled to a *pro rata* Cash Payment (with Settlement Class Members who submit an Approved Claim and make the California-specific certifications set forth in Section IV(2)(b) being entitled to a Cash Payment of 1.1 times the *pro rata* Cash Payment amount), after payment of Settlement Fees and Expenses, Attorneys' Fees and Expenses, and Service Awards.
- b. All Cash Payments shall be subject to the Net Settlement Benefit Cap. A maximum of one claim, submitted on a single Claim Form, may be submitted by each Settlement Class Member, subject to the terms set forth in Section II(1). Settlement Class Members must certify that he or she had an account for the Fubo Platform on or before the Preliminary Approval Date or used the Fubo account of another Person on or before the Preliminary Approval Date while residing in the United States or its territories. Further, each Settlement Class Member must provide the email address used to create the account for the Fubo Platform on or before the Preliminary Approval Date. Finally, Settlement Class Members who seek to recover the Cash Payment amount for California residents as discussed in this

Agreement must certify that they resided or were located in the State of California at any of the times that they accessed or viewed Video Content through the Fubo Platform.

3. **Deadline To Submit Claims Pursuant To Section IV(2)(a); Payment Of Claims Pursuant To Section IV(2)(a).** The deadline to submit a claim for a Cash Payment pursuant to Section IV(2)(a) shall be the Claim Deadline. The Settlement Administrator shall not review or pay any claim for Cash Payments submitted by a member of the Settlement Class after the Claim Deadline. The Settlement Administrator will pay all Approved Claims as soon as reasonably practicable following the Effective Date.

## V. ADMINISTRATION OF THE SETTLEMENT

1. **Establishment And Administration Of The Cash Fund As A Qualified Settlement Fund.** The Cash Fund shall be established as a Qualified Settlement Fund (“QSF”) within the meaning of Treasury Regulation Section 1.468B-1, pursuant to the subject matter jurisdiction of the Court under Treasury Regulation Section 1.468B-1(c)(1) and an order to be entered by the Court establishing a QSF within the meaning of Treasury Regulation Section 1.468B-1. After the Cash Fund has been paid into the Escrow Account, the Parties and the Settlement Administrator agree to treat the Cash Fund as a QSF within the meaning of Treasury Regulation Section 1.468B-1.

2. **Cash Fund, Distributions, And Expenses.** No portion of the Cash Fund shall be made available to the Settlement Class except as specifically set forth in this Settlement Agreement. Until such time as the Cash Fund is distributed, the Settlement Class shall not possess any rights to demand or receive any portion of the monies or the escrowed monies or to mortgage, pledge, or encumber the same in any manner. To the extent possible, the terms of the Settlement Agreement shall be construed so as to prevent Plaintiffs from being in constructive receipt, as

determined under federal income tax principles, of the Cash Fund. All expenses incurred in administering the Cash Fund, including without limitation, the fees and expenses of the Settlement Administrator and all Settlement Fees and Expenses, shall be paid from the Cash Fund. If this Settlement Agreement does not for any reason become Final or effective or is otherwise rescinded, withdrawn, or abrogated before the Effective Date of the Settlement, then all amounts that have been paid by Defendants into the Escrow Account shall be returned to Defendants, excluding reasonable notice and administration expenses already incurred by the Settlement Administrator before the Effective Date.

3. **Administrator Of The Cash Fund.** For the purposes of Section 468B of the Internal Revenue Code of 1986, as amended, and Treasury Regulation Section 1.468B as promulgated thereunder, the “administrator” shall be the Settlement Administrator or its successors. The Settlement Administrator shall have the authority to conduct any and all activities necessary to administer the Cash Fund. The Settlement Administrator shall submit personally to the jurisdiction of the Court. The Settlement Administrator shall be indemnified and held harmless by Plaintiffs and the Settlement Class from any claims made by any alleged lien holder or other Person or entity that attempts to assert a right of payment, reimbursement or garnishment against the Cash Fund.

4. **QSF-Related Duties Of The Settlement Administrator.** The Settlement Administrator shall timely and properly file, or cause to be filed, all federal, state, or local tax returns and information returns (together, “Tax Returns”) necessary or advisable with respect to the earnings on the funds deposited in the Cash Fund (including without limitation the returns described in Treasury Regulation Section 1.468B-2(k)). Such Tax Returns shall be consistent with this subsection and in all events shall reflect that all taxes (including any estimated taxes, earnings

or penalties) on the income earned on the funds deposited in the Cash Fund shall be paid out of such funds as provided herein. In all events, Defendants and Defense Counsel shall have no liability or responsibility whatsoever for the taxes or the filing of any Tax Return or other document with the Internal Revenue Service or any other state or local taxing authority. Defendants and Defense Counsel shall have no liability or responsibility for the taxes of the Cash Fund with respect to the Cash Fund Amount nor the filing of any Tax Returns or other documents with the Internal Revenue Service or any other taxing authority, nor any expenses associated therewith (beyond those expenses being paid from the Cash Fund as provided herein). In the event any taxes are owed by Defendants or Defense Counsel on any earnings on the funds on deposit in the Cash Fund, such amounts shall also be paid out of the Cash Fund. Taxes with respect to the Cash Fund shall be treated as, and considered to be, a cost of administration of the Settlement and shall be timely paid, or caused to be paid, by the Settlement Administrator out of the Cash Fund without prior order from the Court or approval by Defendants. The Settlement Administrator shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to the Settlement Class any funds necessary to pay such amounts (as well as any amounts that may be required to be withheld under Treasury Regulation Section 1.468B-2(1)(2)). The Parties agree to cooperate with each other, and their tax attorneys and accountants to the extent reasonably necessary, to carry out these provisions. The Settlement Administrator shall obtain a Federal Taxpayer Identification Number for the Cash Fund upon the execution of an order by the Court establishing the Cash Fund. The Settlement Administrator is authorized, upon final distribution of all monies paid into the Cash Fund, to take appropriate steps to wind down the Cash Fund and thereafter the Settlement Administrator is discharged from any further responsibility with respect to the Cash Fund.

## **VI. DUTIES OF THE SETTLEMENT ADMINISTRATOR**

1. Promptly after the Preliminary Approval Date, the Parties will direct the Settlement

Administrator to issue Class Notice and administer the Notice Program, receive, and appropriately respond to all claims submitted by a member of the Settlement Class, and to otherwise administer the Settlement Agreement.

2. The Settlement Administrator will (i) assign personnel to manage the settlement implementation process, including the Notice Program, (ii) establish a toll-free telephone number that members of the Settlement Class may call to obtain information, (iii) establish a mailing address to which members of the Settlement Class can send claims as well as a process for submitting claims electronically, and (iv) create a Settlement Website containing information about the Settlement, including the Published Notice, this Settlement Agreement, the Preliminary Approval Order, and the Claim Form for download or electronic submission.

3. The Settlement Administrator shall receive, evaluate, and either approve or disapprove Claim Forms under the requirements of the Settlement. The Settlement Administrator shall send a notice of claim denial by First-Class Mail to each Settlement Class Member who submitted a Claim Form that the Settlement Administrator determines not to be a valid claim.

4. As soon as practicable after the Claim Deadline, the Settlement Administrator shall process all Claim Forms submitted by Settlement Class Members and shall determine which claims are valid and initially approved. The Settlement Administrator shall also send Settlement Class Members who submitted Claim Forms that were deficient and/or denied with deficiency or denial letters notifying the Settlement Class Member of the deficiencies or reasons for denial, and giving the Settlement Class Member an opportunity to respond and provide additional information to attempt to cure the deficiency or denial. The Settlement Administrator may also request additional information from Settlement Class Members prior to making an initial decision on any submitted Claim Form.

5. As soon as practicable after the Claim Deadline, the Settlement Administrator shall submit to Settlement Class Counsel and Defense Counsel a report listing all Approved Claims, and, upon request, shall include an electronic PDF copy of all such Approved Claims and the corresponding Claim Forms. As soon as practicable after the Claim Deadline, the Settlement Administrator shall also submit to Settlement Class Counsel and Defense Counsel a report listing all Denied Claims, and, upon request, shall include an electronic PDF copy of all such Denied Claims and corresponding Claim Forms.

6. Settlement Class Counsel and Defense Counsel shall each have twenty-one (21) days after the date they receive the list of all Approved Claims to audit and challenge such approvals. Settlement Class Counsel and Defense Counsel shall each also have twenty-one (21) days after the date they receive the list of all Denied Claims to audit and challenge such denials. To challenge either the approvals or denials, Settlement Class Counsel and Defense Counsel shall serve counsel for the opposing Party and the Settlement Administrator with a Notice of Approved Claim Challenges and/or a Notice of Denied Claim Challenges via email. The Notice of Approved Claim Challenges shall identify by claim number any Approved Claim(s) that Settlement Class Counsel or Defense Counsel wish to challenge and the reasons therefor, and the Notice of Denied Claim Challenges shall identify by claim number any Denied Claim(s) that Settlement Class Counsel or Defense Counsel wish to challenge and the reasons therefor.

7. Settlement Class Counsel and Defense Counsel shall meet and confer in an effort to resolve any disputes over any challenged Approved or Denied Claims. If any challenges are not withdrawn or resolved through that meet and confer process, the Settlement Administrator shall notify Settlement Class Counsel and Defense Counsel of its decisions on the challenges via email, and those decisions shall be final and binding on the Parties.

8. All costs and expenses related to the administration of this Settlement, including whenever paid by Defendants or the Settlement Administrator, will be deducted from the Cash Fund.

9. By the Issuance Date, the Settlement Administrator will send to members of the Settlement Class who have submitted an Approved Claim award checks or electronic payment pursuant to the provisions set forth herein. The award checks shall be valid for a period of one hundred fifty (150) Days from the Issuance Date, and shall state, in words or substance, that the award check must be cashed within one hundred fifty (150) Days, after which time it will become void. In the event an award check is lost or becomes void, the Settlement Class Member shall have until two hundred forty (240) Days after the Issuance Date to request reissuance. No later than three hundred sixty (360) Days from the Issuance Date, the Settlement Administrator shall take all steps necessary to stop payment on any award checks that remain uncashed. In such a scenario, any member of the Settlement Class who has had a stop payment placed on their check will forfeit the right to payment and will not be entitled to have the award check reissued or to any further distribution from the Cash Fund or other payment or to any further recourse against the Released Parties, and the Settlement Agreement and Release will in all other respects be fully enforceable against the Settlement Class Member.

10. If there are unclaimed funds left in the Cash Fund after the initial distribution process is complete, a second distribution will be made on a *pro rata* basis to Settlement Class Members who submitted Approved Claims and received electronic payment or cashed their Approved Claim award checks during the first distribution, provided that such a second distribution is administratively feasible and practical based on the amount of unclaimed funds, using the uncashed checks from the first distribution. Settlement Class Members who submitted

an Approved Claim and certified that they resided or were located in the State of California at any of the times that they accessed or viewed Video Content through the Fubo Platform are entitled to a 1.1 times the *pro rata* payment amount during the second distribution. If a second distribution is not feasible and practical, all unclaimed funds will be directed to *cy pres*.

11. To the extent there are unclaimed funds left in the Cash Fund after the second distribution (or there are unclaimed funds left in the Cash Fund after the initial distribution and a second distribution is not feasible and practical), a *cy pres* payment will be made to one or more legal non-profit foundations to be agreed upon by the Parties, in equal parts, subject to court approval.

## **VII. NOTIFICATION TO CLASS MEMBERS**

1. The Parties agree that the following Notice Program provides reasonable notice to the Settlement Class.

2. All costs associated with providing Class Notice to the Settlement Class shall be paid exclusively by the Settlement Administrator from the Cash Fund. Prior to the funding of the Cash Fund, Defendants will make payments necessary to cover the costs of the Notice Program. Such pre-payments will be deducted from the amount ultimately contributed to the Cash Fund. The Notice Program sets forth a detailed estimate for performing all tasks and duties regarding this Settlement. A copy of the Notice Program is attached hereto as Exhibit 6.

3. As soon as practicable after the Preliminary Approval Order, the Settlement Administrator will obtain the name and email address of each potential member of the Settlement Class from Defendants to the extent reasonably available to Defendants.

4. Within forty-five (45) Days of the entry of the Preliminary Approval Order, the Settlement Administrator will email the Court-approved Emailed Notice (Exhibit 2) to all potential Settlement Class Members at the email address that they provided to Defendants upon subscription

to a Fubo Platform account and provide the publication notice as detailed in the Notice Program.

5. Within forty-five (45) Days of the entry of the Preliminary Approval Order, the Settlement Administrator will cause the Settlement Website to be updated to provide information and relevant documents related to this Settlement, including but not limited to, the following: applicable deadlines; Published Notice; Emailed Notice; orders of the Court pertaining to the Settlement; this Settlement Agreement; and contact addresses for questions. The Settlement Website shall be rendered inactive sixty (60) Days after the Effective Date or sixty (60) Days after all issues and disputes regarding the validity of a Claim Form and the amount, if any, to be paid on each claim have been resolved, whichever is later. Settlement Class Counsel and Defense Counsel shall agree on all information and documents to be posted on the Settlement Website.

6. Settlement Class Counsel, Defense Counsel, and Defendants will cooperate in the Notice Program by providing one another with information necessary to effect notice to the Settlement Class.

7. As appropriate, Settlement Class Counsel, Defendants, and/or the Settlement Administrator shall provide a declaration to the Court attesting to the Notice Program and all measures undertaken to provide notice of the Settlement to the Settlement Class no later than fourteen (14) Days before the Final Approval Hearing.

#### **VIII. REQUESTS FOR EXCLUSION BY SETTLEMENT CLASS MEMBERS**

1. The provisions of this subsection shall apply to any Request for Exclusion. If any member of the Settlement Class seeks to exclude himself or herself from the Settlement, any Request for Exclusion must be submitted by U.S. mail, electronic mail, or delivered in writing to the Settlement Administrator as specified in the Class Notice. Any Request for Exclusion must be postmarked or delivered not later than the Opt-Out Deadline. Any Request for Exclusion must:

- a. Have the signature of the member of the Settlement Class, even if represented by

counsel, subject to the exception set forth in Paragraph VIII(2). If the member of the Settlement Class is an entity and not an individual, the Request for Exclusion must be signed by an officer or director of the entity with authority to act on behalf of that entity;

- b. State the name, address, and telephone number of the Person requesting exclusion;
- c. If he or she is represented by counsel, the name and contact information (including address, telephone number, and email address) of that counsel;
- d. Certify that he or she had an account for the Fubo Platform on or before the Preliminary Approval Date or used the Fubo account of another Person on or before the Preliminary Approval Date while residing in the United States or its territories;
- e. Contain a clear and unambiguous statement communicating that such Person elects to be excluded from the Settlement Class, does not wish to be a Settlement Class Member, and elects to be excluded from any judgment entered pursuant to the Settlement.

2. Any member of the Settlement Class who has filed a demand for arbitration, or is represented by counsel in relation to an arbitration claim against Defendants, may submit a Request for Exclusion through their attorney. Any such Request for Exclusion must have the signature of the member of the Settlement Class or, if signed by their attorney, a certification under oath that the attorney general represents the Settlement Class Member in relation to a claim for arbitration against Defendants and has obtained the Settlement Class Member's authorization to exclude them from the Settlement.

3. A member of the Settlement Class may opt out on an individual basis only; so-called "mass" or "class" opt outs shall not be allowed.

4. Any member of the Settlement Class who submits a timely Request for Exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement.

5. Not later than seven (7) business Days after the deadline for submission of Requests for Exclusion, the Settlement Administrator shall provide an Opt-Out List to Settlement Class Counsel and Defense Counsel together with copies of each Request for Exclusion. Settlement Class Counsel and Defense Counsel shall submit the names appearing on the Opt-Out List to the Court under seal at the time of the Final Approval Hearing.

6. Any Settlement Class Member who has not timely and properly filed a written Request for Exclusion from the Settlement Class shall be bound by this Settlement and by all subsequent procedures, orders, and judgments in the Litigation.

7. Any Settlement Class Member who elects to opt out of the Settlement Class pursuant to this Section shall not be entitled to relief under or be affected by the Settlement Agreement.

8. Any Settlement Class Member who fails to submit a timely and complete Request for Exclusion to the proper address shall be subject to and bound by this Settlement and every order or judgment entered pursuant to this Settlement. Any purported Request for Exclusion or other communication sent to such address that is unclear or internally inconsistent with respect to the desire of the member of the Settlement Class to be excluded from the Settlement Class will be deemed invalid unless determined otherwise by the Court.

#### **IX. OBJECTIONS BY SETTLEMENT CLASS MEMBERS**

1. Any Settlement Class Member who wishes to be heard at the Final Approval Hearing, or who wishes for any objection to be considered, must file a written notice of objection by the Objection Date. Such objection must:

- a. Have the signature of the member of the Settlement Class objecting, even if represented by counsel. If the member of the Settlement Class is an entity and not an individual, the objection must be signed by an officer or director of the entity with authority to act on behalf of that entity. If the Settlement Class Member that is objecting to the Settlement is represented by counsel, the objection shall also be signed by that attorney;
  - b. State the name, address, and telephone number of the Settlement Class Member objecting;
  - c. State the name, address and telephone number of every attorney representing or assisting the objector;
  - d. Certify that he or she had an account for the Fubo Platform on or before the Preliminary Approval Date or used the Fubo account of another Person on or before the Preliminary Approval Date while residing in the United States or its territories;
  - e. Contain a detailed statement of each objection asserted, including the grounds for each objection and reasons for appearing and being heard, together with any documents such Person wishes to be considered in support of the objection;
  - f. A list of all cases in which the Settlement Class Member or that Settlement Class Member's counsel filed an objection or in any way participated—financially or otherwise—in objecting to a class settlement during the preceding five years; and
  - g. Contain a statement regarding whether the Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, and a list of all persons, if any, who will be called to testify in support of the objection.
2. Members of the Settlement Class may not both object and opt out. If a member of the Settlement Class submits both a Request for Exclusion and an objection, the Request for

Exclusion shall be controlling. Further, if a member of the Settlement Class submits both a valid and timely Request for Exclusion and a claim, the claim shall be denied.

3. The agreed-upon procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class Member's objections to the Settlement Agreement, in accordance with such Settlement Class Member's due process rights.

4. The Preliminary Approval Order and Class Notice will require all Settlement Class Members who have any objections to file such notice of objection, including any request to be heard, with the Clerk of the Court, and serve by mail or hand delivery such notice of objection, including any request to be heard, including all papers or evidence in support thereof, upon Settlement Class Counsel and Defense Counsel, at the addresses set forth in the Class Notice, no later than the Objection Date. The Preliminary Approval Order will further provide that objectors who fail to properly or timely file their objections with the Clerk of the Court, along with the required information and documentation set forth above, or to serve them as provided above, shall not be heard during the Final Approval Hearing, shall not have their objections be considered by the Court, and shall be foreclosed from seeking any adjudication or review of the Settlement by appeal or otherwise. The Preliminary Approval Order will also require the Settlement Administrator to forward any objections to the Settlement received from Settlement Class Members to Settlement Class Counsel and Defense Counsel.

5. In accordance with law, only Settlement Class Members who have objected to the Settlement pursuant to the terms above may appeal any Final Order and Judgment. The proposed Final Order and Judgment shall provide that any Settlement Class Member who wishes to appeal the Final Order and Judgment, which appeal will delay the distribution of benefits to the Settlement

Class, may be required to post a bond as required by the Court in an amount to be determined by the Court as a condition of prosecuting such appeal.

## **X. ATTORNEYS' FEES AND EXPENSES AND SERVICE AWARDS**

1. **Attorneys' Fees and Expenses.** All Attorneys' Fees and Expenses shall be paid out of the Cash Fund in an amount to be awarded by the Court. Settlement Class Counsel will apply to the Court for an award of Attorneys' Fees and Costs. Settlement Class Counsel's request for Attorneys' Fees and Expenses will not exceed one million three hundred sixty thousand dollars (\$1,360,000 USD), representing forty percent of the total Settlement Fund in aggregate fees and costs. Settlement Class Counsel, on behalf of themselves and their firms, McGuire Law, P.C., Hiraldo P.A., Eisenband Law P.A., Law Offices of Jibrael S. Hindi, and Gucovschi Rozenshteyn, PLLC, further agree that they shall not, in this or any other proceeding, seek any fees, costs, or expenses arising out of or related to the Released Claims beyond the Attorneys' Fees and Expenses awarded by the Court pursuant to this Section X(1), provided the Effective Date occurs. Settlement Class Counsel shall be entitled to the Attorneys' Fees and Expenses awarded by the Court (subject to the limitations of this Section and provided that Settlement Class Counsel has first provided to the Settlement Administrator completed W-9 forms and completed wire transfer form) thirty-five (35) Days after the Effective Date. All such amounts will be paid from the Cash Fund. Settlement Class Counsel shall file their papers in support of any application for Attorneys' Fees and Expenses no later than twenty-one (21) Days prior to the Objection Date.

2. **Service Awards For Plaintiffs.** In recognition of Plaintiffs' work on behalf of the Settlement Class, Defendants agree not to oppose an application for a Service Award not to exceed two thousand five hundred dollars (\$2,500 USD) to each of the Plaintiffs for a total amount of up to \$12,500. Any Service Awards ordered by the Court will be paid exclusively out of the Cash Fund thirty (30) Days after the Effective Date, provided that Settlement Class Counsel have

provided to the Settlement Administrator completed W-9 forms for Plaintiffs and wire transfer forms at least twenty-one (21) Days before payment. Any Service Awards are in addition to other payments to Plaintiffs under the Settlement. Settlement Class Counsel shall file their papers in support of any application for Service Awards for Plaintiffs no later than twenty-one (21) Days prior to the Objection Date.

**XI. FINAL ORDER AND JUDGMENT, RELEASE, DISMISSAL OF ACTION, AND JURISDICTION OF COURT**

1. If this Settlement Agreement (including any modification thereto made with the consent of the Parties as provided for herein) is approved by the Court following the Final Approval Hearing, the Parties shall request the Court to enter a Final Order and Judgment pursuant to the Illinois Code of Civil Procedure and all applicable laws, that, among other things:

- a. Finds that the Court has and retains personal jurisdiction over Plaintiffs and all Settlement Class Members and that the Court has subject matter jurisdiction to approve this Settlement and Settlement Agreement and all exhibits thereto;
- b. Certifies the Settlement Class solely for purposes of this Settlement;
- c. Grants final approval of this Settlement Agreement as being sufficiently fair, reasonable, in the best interest of the class, and adequate as to all Parties, consistent and in compliance with all requirements of due process and applicable law and in the best interests of all Parties and directs the Parties and their counsel to implement and consummate this Settlement Agreement in accordance with its terms and provisions;
- d. Declares this Settlement Agreement and the Final Order and Judgment to be binding on and to have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings encompassed by the Release maintained by or on

behalf of any of the Releasing Parties.

- e. Finds that the Notice Program implemented pursuant to this Settlement Agreement: protects the interests of the Settlement Class and the Named Parties, satisfies the requirements of due process under the Illinois and United States Constitutions, and meets all applicable requirements of due process and any other applicable law;
- f. Finds that Settlement Class Counsel and Plaintiffs adequately represented the Settlement Class for purposes of entering into and implementing the Settlement and Settlement Agreement;
- g. Dismisses the Litigation now pending before the Court on the merits and with prejudice and without fees or costs except as provided herein, in accordance with the terms of the Final Order and Judgment as set forth herein;
- h. Adjudges that the Releasing Parties have conclusively and forever compromised, settled, dismissed, and released any and all Released Claims against Defendants and the Released Parties;
- i. have conclusively and forever compromised, settled, dismissed, and released any and all Settlement Class Counsel Released Claims against Fubo and the Released Parties;
- j. Approves payment of the Attorneys' Fee and Expenses to Settlement Class Counsel and Plaintiffs' Service Awards in a manner consistent with Section X;
- k. Directs Defendants to provide Settlement Class Members with the benefits described in Section IV(2)(b);
- l. Without affecting the finality of the Final Order and Judgment for purposes of appeal, reserves jurisdiction over Defendants, Plaintiffs, Settlement Class Counsel

and the Settlement Class Members as to all matters relating to the administration, consummation, enforcement, and interpretation of the terms of the Settlement and Final Order and Judgment and for any other necessary purposes;

- m. Provides that upon the Effective Date, Plaintiffs and all Settlement Class Members who have not been excluded from the Settlement Class shall be barred from asserting any Released Claims against Defendants or any Released Parties, and any such Settlement Class Members shall have released any and all Released Claims as against Defendants and all Released Parties;
- n. Determines that the Settlement Agreement and the Settlement provided for herein and any proceedings taken pursuant thereto are not and should not in any event be offered or received as evidence of, a presumption, concession, or an admission of liability or of any misrepresentation or omission in any statement or written document approved or made by Defendants or any Released Parties or of the suitability of these or similar claims to class treatment in active litigation and trial; provided, however, that reference may be made to this Settlement Agreement and the Settlement provided for herein in such proceedings as may be necessary to effectuate the Settlement Agreement;
- o. Bars and permanently enjoins all Settlement Class Members who have not been properly excluded from the Settlement Class from (i) filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any other lawsuit or administrative regulatory, arbitration, or other proceeding in any jurisdiction based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims

and (ii) organizing Settlement Class Members who have not been excluded from the class into a separate class for purposes of pursuing as a purported class action any lawsuit or arbitration or other proceeding (including by seeking to amend a pending Complaint to include class allegations or seeking class certification in a pending action) based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims, except that Settlement Class Members are not precluded from assisting a state, provincial, or federal agency in any investigation or suit initiated by any such agency;

- p. Approves the Opt-Out List and determines that the Opt-Out List is a complete list of all members of the Settlement Class who have timely requested exclusion from the Settlement Class and, accordingly, shall neither share in nor be bound by the Final Order and Judgment; and
- q. Authorizes the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications, and expansions of this Settlement Agreement and all exhibits hereto as (i) shall be consistent in all material respects with the Final Order and Judgment and (ii) do not limit the rights of the Parties or Settlement Class Members.

2. As of the Effective Date, the Releasing Parties are deemed to have fully, finally, irrevocably and unconditionally forever released, acquitted, relinquished, and forever discharged the Released Parties of and from all Released Claims by operation of entry of the Final Order and Judgment and Order of Dismissal. Without in any way limiting the scope of the Release, this Release covers, without limitation, any and all claims for attorneys' fees, costs, or disbursements

incurred by Settlement Class Counsel or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, in connection with or related in any manner to the Litigation, the Settlement, the administration of such Settlement, and/or the Released Claims as well as any and all claims for Service Awards to Plaintiffs.

3. As of the Effective Date, the Settlement Class Counsel Releasing Parties are deemed to have fully released and forever discharged the Released Parties of and from all Settlement Class Counsel Released Claims by operation of entry of the Final Order and Judgment and Order of Dismissal. Without in any way limiting the scope of the Settlement Class Counsel Release, the Settlement Class Counsel Release covers, without limitation, any and all claims for attorneys' fees, costs, or disbursements incurred by Settlement Class Counsel or any other counsel representing Plaintiffs, or any of them, in connection with or related in any manner to the Litigation, the Settlement, or the administration of such Settlement. Subject to Court approval, all Settlement Class Members who have not excluded themselves from the Settlement Class shall be bound by this Settlement Agreement and the Release and all of their claims shall be dismissed with prejudice and released, irrespective of whether they received actual notice of the Litigation or this Settlement.

4. The Releasing Parties, the Settlement Class Counsel Releasing Parties, and the Released Parties expressly acknowledge that they are familiar with and understand principles of law such as Section 1542 of the Civil Code of the State of California, which provides as follows:

**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.**

Notwithstanding California or other law, the Releasing Parties, the Settlement Class Counsel

Releasing Parties, and the Released Parties hereby expressly agree that the provisions, rights, and benefits of Section 1542 and all similar federal or state laws, rights, rules, or legal principles of any other jurisdiction that may be applicable herein are hereby knowingly and voluntarily waived, released, and relinquished to the fullest extent permitted by law solely in connection with claims that they do not now know or suspect to exist in their favor at the time of executing the Release and that, if known by them, would have affected their settlement with the Released Parties and that are the same as, substantially similar to, or overlap with the Released Claims and/or the Settlement Class Counsel Released Claims, and the Releasing Parties, the Settlement Class Counsel Releasing Parties and the Released Parties hereby agree and acknowledge that this is an essential term of the Release and/or the Settlement Class Counsel Release. In connection with the Release and/or the Settlement Class Counsel Release, the Releasing Parties, the Settlement Class Counsel Releasing Parties, and the Released Parties acknowledge that they are aware that they may hereafter discover claims presently unknown and unsuspected or facts in addition to or different from those which they now know or believe to be true with respect to matters released herein, and that such claims, to the extent that they are the same as, substantially similar to, or overlap the Released Claims and/or the Settlement Class Counsel Released Claims, are hereby knowingly and voluntarily released, relinquished, and discharged. All Settlement Class Members will be bound by this release in this Section unless they properly and timely submit a Request for Exclusion from the Settlement Class as set forth in Section VIII.

5. Nothing in the Release or the Settlement Class Counsel Release shall preclude any action to enforce the terms of this Settlement Agreement, including participation in any of the processes detailed herein.

## **XII. WITHDRAWAL FROM OR TERMINATION OF SETTLEMENT**

1. Within fifteen (15) Days after the occurrence of any of the following events and

upon written notice to counsel for all Parties, but in any event before the Effective Date, a Party shall have the right to withdraw from the Settlement and terminate this Settlement Agreement:

- a. If the Court fails to approve the Settlement Agreement as written or if on appeal the Court's approval is reversed or modified;
- b. If the Court materially alters any of the terms of the Settlement Agreement, provided however that any reduction to an award of Attorneys' Fees and Expenses or to the Service Award shall not constitute a material alteration; or
- c. If the Preliminary Approval Order, as described in Section III(5), or the Final Order and Judgment, as described in Section XI(1), is not entered by the Court or is reversed or modified on appeal, or otherwise fails for any reason.

2. In the event of a withdrawal pursuant to this Section XII, any certification of a Settlement Class will be vacated, without prejudice to any Party's position on the issue of class certification and the amenability of the claims asserted in the Litigation to class treatment, and the Parties shall be restored to their litigation position existing immediately before the execution of this Settlement Agreement.

3. If Settlement Class Members properly and timely submit Requests for Exclusion from the Settlement Class as set forth in Section VIII, thereby becoming Opt Outs, and are in a number more than indicated in the Parties' separate filing under seal with the Court, then Defendants may withdraw from the Settlement and terminate this Settlement Agreement. In that event, all of Defendants' obligations under this Settlement Agreement shall cease to be of any force and effect; the certification of the Settlement Class shall be vacated without prejudice to Defendants' position on the issue of class certification; and the Parties shall be restored to their litigation position existing immediately before the execution of this Settlement Agreement.

4. In order to elect to withdraw from the Settlement and terminate this Settlement Agreement on the basis set forth in this Section XII, Defendants must notify Settlement Class Counsel in writing of their election to do so within ten (10) business Days after being served with the Opt-Out List by the Settlement Administrator.

5. In the event that Defendants exercise such right to elect to withdraw from the Settlement and terminate this Settlement Agreement on the basis set forth in this Section XII, Settlement Class Counsel shall have forty-five (45) business Days or such longer period as agreed to by the Parties to address the concerns of the Opt Outs. If through such efforts the total number of members of the Opt-Out List subsequently becomes and remains fewer than the number indicated in the Parties' separate filing under seal with the Court, Defendants shall withdraw their election to withdraw from the Settlement and terminate the Settlement Agreement. In no event, however, shall Defendants have any further obligation under this Settlement Agreement to any Opt Out unless such Settlement Class Member withdraws the Settlement Class Member's Request for Exclusion.

6. For purposes of this Section XII, Opt Outs shall not include (a) Persons who are specifically excluded from the Settlement Class under Section III(2), (b) Opt Outs who elect to withdraw their Request for Exclusion and therefore become Settlement Class Members; and (c) Opt Outs who agree to sign an undertaking that they will not pursue an individual claim, class claim, or any other claim that would otherwise be a Released Claim as defined in this Settlement Agreement.

7. In the event of withdrawal by fuboTV, Inc. and/or fuboTV Media, Inc. in accordance with the terms set forth in this Section XII, the Settlement Agreement shall be null and void, shall have no further force and effect with respect to any Party in the Litigation, and shall

not be offered in evidence or used in any litigation for any purpose, including the existence, certification, or maintenance of any proposed or existing class or as evidence of or as an argument for the amenability of these or similar claims to class treatment. In the event of such withdrawal, this Settlement Agreement and all negotiations, proceedings, documents prepared, and statements made in connection herewith shall be without prejudice to Defendants, Plaintiffs, and the Settlement Class Members and shall not be deemed or construed to be an admission or confession in any way by any Party of any fact, matter or proposition of law, and shall not be used in any manner for any purpose, and the Parties to the Litigation shall stand in the same position as if this Settlement Agreement had not been negotiated, made or filed with the Court.

### **XIII. EFFECTIVE DATE**

1. The Effective Date of this Settlement Agreement shall be thirty (30) Days after the date when each and all of the following conditions have occurred:

- a. This Settlement Agreement has been fully executed by all Parties and their counsel;
- b. Orders have been entered by the Court certifying the Settlement Class, granting preliminary approval of this Settlement Agreement, and approving the form of Class Notice, all as provided above;
- c. Class Notice has been sent by means of the Notice Program, as provided above;
- d. The Court has entered a Final Order and Judgment finally approving this Settlement Agreement, as provided above; and
- e. The Final Order and Judgment has become Final as defined in Section XIII(2).

2. “Final,” when referring to a judgment or order means that (a) the judgment is a final, appealable judgment and (b) either (i) no appeal has been taken from the judgment as of the date on which all times to appeal therefrom have expired or (ii) an appeal or other review proceeding of the judgment having been commenced, such appeal or other review is finally

concluded and no longer is subject to review by any court, whether by appeal, petitions, or rehearing or re-argument, petitions for rehearing *en banc*, petitions for writ of *certiorari* or otherwise, and such appeal or other review has been finally resolved in a manner that affirms the Final Order and Judgment in all material respects.

3. If, for any reason, the Final Order and Judgment fails to become Final pursuant to the Section XIII(2), the orders, judgment, and dismissal to be entered pursuant to this Settlement Agreement shall be vacated, and the Parties will be returned to the status *quo ante* with respect to the Litigation as if this Settlement Agreement had never been entered into.

#### **XIV. REPRESENTATIONS, WARRANTIES AND COVENANTS**

1. Settlement Class Counsel, who are signatories hereof, represent and warrant that they have the authority, on behalf of Plaintiffs, to execute, deliver and perform this Settlement Agreement and to consummate all of the transactions contemplated hereby. This Settlement Agreement has been duly and validly executed and delivered by Settlement Class Counsel and Plaintiffs and constitutes their legal valid and binding obligation.

2. fuboTV, Inc., through its undersigned attorneys, represents and warrants that it has the authority to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by fuboTV, Inc. of this Settlement Agreement and the consummation by Fubo of the actions contemplated hereby have been duly authorized by all necessary corporate action on the part of fuboTV, Inc. This Settlement Agreement has been duly and validly executed and delivered by Fubo and constitutes its legal, valid and binding obligation.

3. fuboTV Media, Inc., through its undersigned attorneys, represents and warrants that it has the authority to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by fuboTV

Media, Inc. of this Settlement Agreement and the consummation by fuboTV Media, Inc. of the actions contemplated hereby have been duly authorized by all necessary corporate action on the part of fuboTV Media, Inc. This Settlement Agreement has been duly and validly executed and delivered by fuboTV Media, Inc. and constitutes its legal, valid and binding obligation.

## **XV. ADDITIONAL PROVISIONS**

1. This Settlement Agreement and the exhibits and related documents hereto as well as any payment of monies or any other action taken by Defendants pursuant to any provision of this Settlement Agreement are not and shall not at any time be construed or deemed to be or to evidence any admission against or concession by Defendants with respect to any wrongdoing, fault, or omission of any kind whatsoever, whether or not this Settlement Agreement results in entry of a Final Order and Judgment as contemplated herein. This Settlement Agreement shall not be offered or be admissible in evidence against the Parties or cited or referred to in any action or proceeding, except in an action or proceeding brought to enforce its terms or as required for preliminary approval and final approval. Defendants deny any liability to Plaintiffs and to all members of the Settlement Class. This provision shall survive the expiration or voiding of the Settlement Agreement.

2. This Settlement Agreement is entered into only for purposes of settlement. In the event that the Effective Date does not occur for any reason or the Final Order and Judgment is not entered, then this Settlement Agreement, including any Release, Settlement Class Counsel Release, or dismissals hereunder, is cancelled and null and void. In the event this Settlement Agreement is cancelled or deemed cancelled, no term or condition of this Settlement Agreement, or any draft thereof, or of the discussion, negotiation, documentation or other part or aspect of the Parties' settlement discussions shall have any effect, nor shall any such matter be admissible in evidence for any purpose, or used for any purposes whatsoever in the Litigation or in any other

litigation, and all Parties shall be restored to their prior rights positions as if the mediation had never occurred and the Settlement Agreement had not been entered into.

3. The Parties stipulate to stay all proceedings in the Litigation until the approval of this Settlement Agreement has been finally determined, except the stay of proceedings shall not prevent the filing of any motions, affidavits, declarations, and other matters necessary to obtain and preserve final judicial approval of this Settlement Agreement.

4. The headings of the sections and subsections of this Settlement Agreement are included for convenience only and shall not be deemed to constitute part of this Settlement Agreement or to affect its construction.

5. This Settlement Agreement, including all exhibits attached hereto, may not be modified or amended except in writing signed by all of the Parties or their counsel.

6. There shall be no waiver of any term or condition absent an express writing to that effect by the non-waiving Party. No waiver of any term or condition in this Settlement Agreement shall be construed as a waiver of a subsequent breach or failure of the same term or condition or waiver of any other term or condition of this Settlement Agreement.

7. In the event that there are any developments in the effectuation and administration of this Settlement Agreement that are not dealt with by the terms of this Settlement Agreement, then such matters shall be dealt with as agreed upon by the Parties, and failing agreement, as shall be ordered by the Court. The Parties shall execute all documents and use their best efforts to perform all acts necessary and proper to promptly effectuate the terms of this Settlement Agreement and to take all necessary or appropriate actions to obtain judicial approval of this Settlement Agreement in order to give this Settlement Agreement full force and effect. The executing of documents must take place prior to the date scheduled for the preliminary approval

hearing.

8. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signature by digital, facsimile, or in PDF format will constitute sufficient execution of this Settlement Agreement.

9. This Settlement Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois, without giving effect to any choice or conflict of law provision, or rule that would cause the application of the laws of any other jurisdiction.

10. Except as otherwise provided in this Settlement Agreement, Plaintiffs, members of the Settlement Class, fuboTV, Inc., and fuboTV Media, Inc. shall each bear his, her, or its own costs of the Litigation.

11. No Person shall have any claim against Plaintiffs, Settlement Class Counsel, Defendants, Defense Counsel, the Settlement Administrator, or the Released Parties or their agents based on administration of the Settlement substantially in accordance with the terms of the Settlement Agreement or any order of the Court or any appellate court.

12. Plaintiffs represent and warrant that no portion of any claim, right, demand, action, or cause of action against the Released Parties that Plaintiffs have or may have arising out of any allegations made in any of the actions comprising the Litigation or pertaining to any of the Released Claims, and no portion of any recovery or settlement to which Plaintiffs may be entitled, has been assigned, transferred, or conveyed by or for Plaintiffs in any manner or is subject to an attorneys' lien; and no Person other than Plaintiffs has any legal or equitable interest in the claims, demands, actions, or causes of action referred to in this Settlement Agreement as those of Plaintiffs.

13. If any section, subsection, clause, provision, or paragraph of this Settlement

Agreement shall, for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity or unenforceability shall not affect any other section, subsection, clause, provision, or paragraph of this Settlement Agreement, and this Settlement Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable section, subsection, clause, paragraph or other provisions had not been contained herein.

14. The Parties to this Settlement Agreement reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

15. All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

16. Within thirty (30) Days after the Effective Date, Settlement Class Counsel and Defense Counsel will, at the non-disclosing Parties' election, return or destroy all confidential material produced by one to the other in discovery or otherwise in connection with the Litigation.

17. This Settlement Agreement will be binding upon and inure to the benefit of the successors and assigns of the Parties.

18. The determination of the terms of and the drafting of this Settlement Agreement, including its exhibits, has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. Since this Settlement Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply. Each of the Parties was represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Settlement Agreement, and there was no disparity in bargaining power among the Parties to this Settlement Agreement. In entering into this Settlement Agreement, none of the

Parties relied on advice received from any other Party or any other Party's counsel.

19. Integrated Agreement:

- a. All of the exhibits to this Settlement Agreement are material and integral parts hereof and are fully incorporated herein by reference.
- b. This Settlement Agreement and the exhibits thereto constitute the entire, fully integrated agreement among the Parties and cancel and supersede all prior written and unwritten agreements and understandings pertaining to the Settlement of the Litigation. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part of the subject matter of this Settlement Agreement has been made or relied on except as expressly set forth herein.

20. Any notice, request, or instruction or other document to be given by any Party to this Settlement Agreement to any other Party to this Settlement Agreement (other than the Class Notice) shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid to the following addresses:

All Notices to Settlement Class Counsel or Plaintiffs shall be sent to:

Eugene Y. Turin  
MCGUIRE LAW, P.C.  
55 W. Wacker Drive, 9th Floor  
Chicago, IL 60601

All Notices to Defense Counsel or Defendants shall be sent to:

Robert C. Collins III  
Kathryn K. George  
LATHAM & WATKINS LLP  
330 North Wabash Avenue, Suite 2800  
Chicago, Illinois 60611

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of comments, objections, Requests for Exclusion, or other documents or filings received as a result of the Class Notice.

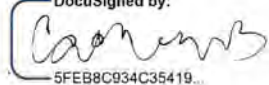
21. Plaintiffs and Settlement Class Counsel hereby agree to not engage in any communications with the media or the press, on the Internet or in any public forum, orally or in writing, that relate to this Settlement, the Litigation, or the claims or allegations in the Litigation other than statements that are fully consistent with the Class Notice.

22. The Court shall retain continuing and exclusive jurisdiction over the Parties to this Settlement Agreement for the purpose of the administration and enforcement of this Settlement Agreement.

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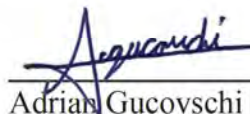
IN WITNESS WHEREOF, the Parties have executed and caused this Settlement Agreement to be executed by their duly authorized attorneys below.

Plaintiff Catherine Beasley

DocuSigned by:  
  
5FEB8C934C35419...

Date: 4/18/2025

GUCOVSKI ROZENSHTYEN, PLLC



Adrian Gucovski  
140 Broadway, Sl. Fl. 46  
New York, NY 10005  
Tel: (212) 884-4230  
adrian@gr-firm.com

Plaintiff Ne'Tosha Burdette

Ne'Tosha Burdette  
Ne'Tosha Burdette (Age 22, 2025 10:40 CDT)

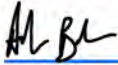
Date: 22/04/2025

MCGUIRE LAW, P.C.



Eugene Y. Turin  
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Chicago, IL 60601  
Tel: (312) 893-7002  
eturin@mcgpc.com

Plaintiff Andrew Baker



Andrew Baker (Apr 21, 2025 13:44 EDT)

04/21/2025  
Date: \_\_\_\_\_

Plaintiff Matthew Berman



Matt Berman (Apr 21, 2025 11:06 EDT)

04/21/2025  
Date: \_\_\_\_\_

HIRALDO P.A.



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Defendant fuboTV, Inc.

Approved as to form:  
LATHAM & WATKINS LLP

By: Gina DiGioia  
Gina DiGioia

Andrew B. Clubok

Its: Chief Legal Officer

Andrew Clubok  
1271 Avenue of the Americas  
New York, New York, 10020  
Telephone: (212) 906-1200  
Facsimile: (212) 751-4864

Date: April 23, 2025

Robert C. Collins III  
Kathryn K. George  
330 North Wabash Avenue, Suite 2800  
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Telephone: (312) 876-7700  
Facsimile: (312) 993-9767

Counsel for Defendant

Defendant fuboTV Media, Inc.

Approved as to form:  
LATHAM & WATKINS LLP

By: Gina DiGioia  
Gina DiGioia

Andrew B. Clubok

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Its: Secretary

Date: April 23, 2025

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Counsel for Defendant