

SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF SAN DIEGO

Jonathan Beer et al. v. Fandango Media, LLC, Case No. 25CU046749N

If you (1) paid a Convenience Fee to purchase tickets through Fandango to a California theater between June 11, 2020, through and including June 17, 2024, or (2) are a California or Washington consumer who purchased a Fandango FanClub membership between October 7, 2024, through and including April 16, 2025, you may be entitled to compensation from a class action settlement.

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

- The settlement resolves allegations that Defendant Fandango Media, LLC (“Defendant” or “Fandango”) (1) failed to timely disclose a mandatory Convenience Fee for the online purchase of movie tickets through Fandango to California theaters between June 11, 2020, to and through June 17, 2024, in violation of California law; and (2) violated certain laws in connection with Fandango FanClub memberships offering \$10.00 monthly credits, discounts, or promo codes that expire after thirty (30) days to California and Washington consumers who purchased a FanClub membership between October 7, 2024, to and through April 16, 2025.
- The Parties disagree on whether Plaintiffs (Jonathan Beer and Thalia Calo Gonzalez) and the Settlement Classes could have prevailed at trial. Defendant denies that it violated any law and maintains that its disclosures and practices were lawful at all times, but has agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.
- Defendant has agreed to pay settlement benefits (in the form of Cash Benefits and/or Vouchers, as defined below), and other expenses, as described below, to fully resolve and release certain claims of all members of the Settlement Classes. You are receiving this Notice because Fandango’s records indicate that you may be a member of one or both of the Settlement Classes and therefore may be eligible to receive relief under this class action settlement.
- The “Convenience Fee Settlement Class” includes all individuals who are not subject to binding arbitration and who paid a Convenience Fee to purchase tickets through Fandango to California theaters between June 11, 2020, through and including June 17, 2024.
- The “FanClub Settlement Class” includes all California and Washington consumers who purchased a Fandango FanClub membership between October 7, 2024, to and through April 16, 2025.
- Under the settlement, each Convenience Fee Settlement Class Member who does not submit an opt-out request may either (1) submit a valid Claim Form and receive a \$3.25 cash payment (“Cash Benefit”), paid by check or electronic payment; or (2) do nothing and automatically receive a promo code (a “Voucher”) in the amount of \$3.25 that may be applied toward the purchase of movie tickets made at Fandango.com or via the Fandango app and cannot be redeemed directly at any theater box office.
- Under the settlement, each FanClub Settlement Class Member who does not submit an opt-out request will automatically receive a Voucher in the amount of \$7.50.
- In addition to these benefits, Fandango has also agreed to pay Notice and Administration Costs, Incentive Awards of up to \$5,000.00 to each of the Class Representatives, and reasonable attorneys’ fees and expenses of up to \$2,500,000.00, as approved by the Court. Payment of these costs and fees will not reduce the value of the other benefits that Settlement Class Members will receive under the settlement.
- Your legal rights may be affected whether you act or don’t act. Read this Notice carefully.

**QUESTIONS? CALL 1-877-279-8792 (TOLL-FREE) OR
VISIT FANDANGOMEDIASETTLEMENT.COM**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

DO NOTHING	If you do nothing and the Court approves the settlement, you will automatically receive a Voucher and will be legally bound by all of the Court's orders and any judgment approving the settlement. By doing nothing, you will give up certain rights to sue Defendant.
SUBMIT A CLAIM FORM DEADLINE: AUGUST 17, 2026	If you are a Convenience Fee Settlement Class Member and submit a valid Claim Form by August 17, 2026, you will receive a Cash Benefit of \$3.25 in the form of a check or electronic payment. By submitting a Claim Form, you will give up certain rights to sue Defendant. You may file a Claim online at FandangoMediaSettlement.com , or mail your Claim Form to Fandango Media Settlement Administrator, P.O. Box 2779, Portland, Oregon 97208-2779.
EXCLUDE YOURSELF FROM THE CASE DEADLINE: JUNE 18, 2026	This is the only option that allows you to sue Defendant on your own regarding the legal claims in this case, but you will not receive compensation under the settlement. The deadline for excluding yourself is June 18, 2026.
OBJECT TO THE SETTLEMENT DEADLINE: JUNE 18, 2026	You may write to the Court about why you do not like the settlement. A Settlement Class Member who objects still remains in the Settlement Class and will receive a settlement benefit. The deadline for objecting is June 18, 2026.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case must still decide whether to approve the settlement. Settlement benefits will be issued if the Court approves the settlement and after appeals are resolved, if any.

BASIC INFORMATION

1. Why was this Notice issued?

This Notice was issued because a court has conditionally certified this case as a class action lawsuit for settlement purposes only and your rights may be affected. If you are a member of either or both of the Convenience Fee Settlement Class or the FanClub Settlement Class—as defined in this Notice—you may have legal rights and options in this case. This Notice explains all these issues. The Superior Court of the State of California for the County of San Diego is overseeing this class action. The case is known as *Jonathan Beer et al. v. Fandango Media, LLC*, Case No. 25CU046749N (the “Action”). The people who sued are called the Plaintiffs. The company they sued is called the Defendant.

2. Why is this a class action?

In a class action, one or more people, called “Class Representatives” (in this case, Jonathan Beer and Thalia Calo Gonzalez), sue on behalf of all people who have similar claims. Together, these people are called a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. Here, the Court has certified a class action for settlement purposes only (the “Settlement Classes”). More information about why this is a class action can be found in the Court’s Preliminary Approval Order, which is available at FandangoMediaSettlement.com.

3. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Plaintiffs think they would have prevailed at trial. Defendant thinks the Plaintiffs would not have won anything from a trial. But there was no trial. Instead, both Parties agreed to this settlement. That way, both Parties avoid the risk and cost of a trial, and the Settlement Class Members will receive compensation sooner rather than at the conclusion of a trial, if at all. The Class Representatives and their attorneys think the settlement is best for all Class Members.

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THE CLAIMS IN THE LAWSUIT

4. What is the lawsuit about?

The lawsuit alleges that Defendant (1) failed to timely disclose a mandatory Convenience Fee for the online purchase of movie tickets through Fandango to California theaters between June 11, 2020, to and through June 17, 2024, in violation of California law; and (2) violated certain laws in connection with Fandango FanClub memberships offering \$10.00 monthly credits, discounts, or promo codes that expire after thirty (30) days to California and Washington consumers who purchased a FanClub membership between October 7, 2024, to and through April 16, 2025. Defendant denies that it violated any law and maintains that its disclosures and practices were lawful at all times, but has agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case. The lawsuit seeks money damages, as well as attorneys' fees and costs, along with other forms of relief. More information can be found in the Consolidated Class Action Complaint, available at FandangoMediaSettlement.com.

MEMBERS OF THE SETTLEMENT CLASS

5. How do I know if I am a part of any of the Settlement Classes?

The Court has certified two Settlement Classes:

1. The "Convenience Fee Settlement Class" includes all individuals who are not subject to binding arbitration and who paid a Convenience Fee to purchase tickets through Fandango to California theaters between June 11, 2020, through and including June 17, 2024.
2. The "FanClub Settlement Class" includes all California and Washington consumers who purchased a Fandango FanClub membership between October 7, 2024, to and through April 16, 2025.

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

You can also determine whether you are a member of either Settlement Class by reviewing the Email notice you received, or by using a tool to look up your Unique ID and Confirmation Code, available online at FandangoMediaSettlement.com.

THE SETTLEMENT BENEFITS

6. What does the settlement provide?

Convenience Fee Settlement Class Members and FanClub Settlement Class Members are each entitled to benefits from the settlement.

Under the settlement, each Convenience Fee Settlement Class Member who does not submit an opt-out request may either (1) submit a valid Claim Form and receive a \$3.25 cash payment ("Cash Benefit"), paid by check or electronic payment; or (2) do nothing and automatically receive a Voucher in the amount of \$3.25. Vouchers for Convenience Fee Settlement Class Members will expire three years after issuance.

Under the settlement, each FanClub Settlement Class Member who does not submit an opt-out request will automatically receive a Voucher in the amount of \$7.50. Vouchers for FanClub Settlement Class Members will not expire.

The Parties estimate that the value of Cash Benefits and Vouchers that will be distributed to Class Members under the settlement will total approximately \$9,400,000.00.

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If a Settlement Class Member is a member of both the Convenience Fee Settlement Class and the FanClub Settlement Class, then they are eligible for the benefits afforded to each class. In other words, a member of both Settlement Classes who does not submit an opt-out request is entitled to receive (1) either a \$3.25 Voucher or a \$3.25 Cash Benefit for their membership in the Convenience Fee Settlement Class, and (2) a \$7.50 Voucher for their membership in the FanClub Settlement Class.

Vouchers can be used toward the purchase of movie tickets made at Fandango.com or via the Fandango app and cannot be redeemed directly at any theater box office. Vouchers can also be used to pay for any taxes that might apply to a purchase. Vouchers cannot be stacked or combined with any other discount or offer and are not transferable. If a Voucher used in connection with an order exceeds the total amount of the order (including any taxes that may apply), then the unused portion of the Voucher will remain useable and can be applied towards future orders.

In addition to these benefits, Fandango has also agreed to pay Notice and Administration Costs estimated to be \$250,000.00, reasonable attorneys' fees and expenses of up to \$2,500,000.00, and Class Representative Incentive Awards of up to \$5,000.00 each, as approved by the Court. Payment of these costs and fees will not reduce the value of the benefits that Settlement Class Members will receive.

7. How much will my payment be?

If you are a Convenience Fee Settlement Class Member and do not opt out, you will receive a \$3.25 Cash Benefit if you submit a valid Claim Form. If you do not submit a valid Claim Form and do not opt out, then you will receive a \$3.25 Voucher.

If you are a FanClub Settlement Class Member and do not opt out, you will receive a \$7.50 Voucher.

If you are both a Convenience Fee Settlement Class Member and a FanClub Settlement Class Member and do not opt out, then you will receive both (1) a \$3.25 Cash Benefit if you submit a valid Claim Form, or a \$3.25 Voucher if you do not submit a valid Claim Form, and (2) a \$7.50 Voucher.

You must provide proof of your Settlement Class membership when filing a Claim by providing the Unique ID and Confirmation Code on the Notice you received by email. If for some reason you did not receive this information, but believe you are a Settlement Class Member, please visit the Settlement Website to look up your Unique ID and Confirmation Code via the lookup tool.

8. What am I giving up to stay in a Settlement Class?

Unless you exclude yourself from the settlement, you will be bound by the release of Claims in the Settlement Classes that pertain to you. This means that, if the settlement is approved, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant asserting a released Claim. It also means that all the Court's orders will apply to you and legally bind you. If you sign the Claim Form or do nothing, you will agree to release Defendant from any and all claims under federal and state law that arise out of Convenience Fees or arise out of FanClub membership, as described in the Settlement Agreement.

The Settlement Agreement describes the Released Claims with specificity, so read it carefully. If you have any questions you can talk to the lawyers listed in Question 10 for free or you can, of course, talk to your own lawyer at your expense.

9. When would I receive compensation?

The Court will hold a hearing on August 7, 2026, to decide whether to approve the settlement. If the Court approves the settlement, after that, there may be appeals. It is always uncertain whether any appeal may be filed and whether it can be resolved. Resolving any appeal can take time and may take more than a year. Settlement benefits will be distributed after the settlement is finally approved and all appeals (if any) have been resolved in favor of the settlement. The progress of the settlement will be updated through information posted at FandangoMediaSettlement.com. Please be patient.

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THE LAWYERS REPRESENTING YOU

10. Do I have a lawyer in this case?

Yes. The Court has appointed Simon Franzini, Martin Brenner, and Grace Bennett of Dovel & Luner, LLP as Class Counsel to represent you and the Settlement Classes in this case. They believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Classes. You will not be charged for these lawyers. The lawyers at Dovel & Luner LLP have experience handling similar cases. More information about the lawyers and their law firm is available at <https://www.dovel.com>.

11. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is representing you and all the other members of the Settlement Classes. If you want someone other than Class Counsel to speak for you, you may hire your own lawyer at your own expense.

12. How will the lawyers be paid?

Class Counsel may file a request for attorneys' fees and reimbursement of the costs they sustained in litigating this case. Class Counsel will request no more than \$2,500,000.00 in attorneys' fees and costs. Class Counsel may also ask the Court to approve an Incentive Award of up to \$5,000.00 to each Class Representative, Jonathan Beer and Thalia Calo Gonzalez, for their service as Class Representatives. The Court may award less than the amounts requested.

Payment of attorneys' fees and costs, and Class Representatives' Incentive Awards, will not reduce the value of the benefits that Settlement Class Members will receive.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of the settlement?

If you do not want a settlement benefit under this settlement, and you want to keep the right to sue or continue to sue Defendant regarding the alleged Convenience Fees or FanClub membership that are the subjects of the Action, then you must take steps to opt out of your respective Settlement Class(es). This is called excluding yourself from, or opting out of, the Settlement Class(es).

To exclude yourself from the settlement, you must submit a request for exclusion by 11:59 p.m. Pacific Time on June 18, 2026. Requests for exclusion may be submitted by mailing a letter (or request for exclusion) stating that you want to be excluded from the class settlement in *Jonathan Beer et al. v. Fandango Media, LLC*, Case No. 25CU046749N. To be valid, each request for exclusion must (a) state the Settlement Class Member's name, address, and phone number; and (b) be signed by the Settlement Class Member. In addition, please provide your email address to ensure your exclusion request can be matched up with the class data.

To opt out of the Convenience Fee Settlement Class, the request for exclusion must include the statement "I request to be excluded from the Convenience Fee Class Settlement in *Jonathan Beer et al. v. Fandango Media, LLC*. I paid Convenience Fees to purchase ticket(s) through Fandango to California theater(s) between June 11, 2020, through and including June 17, 2024" and include the case number, 25CU046749N.

To opt out of the FanClub Settlement Class, the request for exclusion must include the statement "I request to be excluded from the FanClub Class Settlement in *Jonathan Beer et al. v. Fandango Media, LLC*, and I am a California or Washington consumer who purchased a Fandango FanClub membership on or before April 16, 2025" and include the case number, 25CU046749N.

To opt out of both classes, the request for exclusion must include both of the above statements. No request for exclusion will be valid unless all of the information described above is included.

You must mail your exclusion request, postmarked no later than June 18, 2026, to the Settlement Administrator at the following address:

Fandango Media Settlement Administrator
P.O. Box 2779
Portland, Oregon 97208-2779

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VISIT FANDANGOMEDIASETTLEMENT.COM**

14. If I do not exclude myself, can I sue Defendant for the same thing later?

No. If you do not exclude yourself, you give up any right to sue (or continue to sue) Defendant for the claims released in the Settlement Agreement.

15. If I exclude myself, can I get compensation under this settlement?

No. If you ask to be excluded, you will not get any compensation under the settlement, and you cannot object to the settlement.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I do not agree with the settlement?

If you are a Class Member, you can object to the settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. You can ask the Court to deny approval of the settlement by filing an objection, but you can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement benefits will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. A Settlement Class Member who objects still remains in the Settlement Class and, if the Court approves the settlement, will receive a settlement benefit.

Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

All written objections and supporting papers must (a) clearly identify the case name and number ("*Jonathan Beer et al. v. Fandango Media, LLC*, Case No. 25CU046749N"), and (b) be filed with the Court on or before June 18, 2026. You must also mail or deliver a copy of your letter or brief to Class Counsel and Defendant's Counsel listed below.

Court	Class Counsel	Defendant's Counsel
The Honorable Cynthia Freeland Superior Court of the State of California County of San Diego 325 South Melrose Drive Vista, CA 92081	Simon Franzini Martin Brenner Grace Bennett Dovel & Luner, LLP 201 Santa Monica Blvd., Suite 600 Santa Monica, CA 90401	Christine M. Reilly Patrice S. Ruane Manatt, Phelps & Phillips, LLP 2049 Century Park East, Suite 1700 Los Angeles, CA 90067

Written objections must also contain (1) the full name, address, and telephone number of the Settlement Class Member; (2) a written statement of all grounds for the objection accompanied by legal support for the objection (if any); (3) copies of papers, briefs or other documents upon which the objection is based (if any); (4) a list of all persons who will be called to testify in support of the objection (if any); (5) a statement of whether you intend to appear at the Final Approval Hearing; (6) proof of membership in one or both Settlement Classes or a signed statement attesting under penalty of perjury: (i) if you are a Convenience Fee Settlement Class Member, that you are not subject to binding arbitration with the Defendant and you paid Convenience Fees to purchase tickets through Fandango to California theater(s) during the applicable Class Period; or (ii) if you are a FanClub Settlement Class Member, that you are a California or Washington consumer who purchased a Fandango FanClub membership during the applicable Class Period; (7) a list of all objections filed by you or your counsel to class action settlements in the last three years (if any); and (8) your signature and your attorney's signature (if any). If you want to appear and speak at the Final Approval Hearing to object to the settlement, with or without a lawyer, you must say so in your written objection.

17. What is the difference between objecting and excluding myself from the settlement?

Objecting means telling the Court that you do not like something about the settlement. You can object only if you stay in a Settlement Class. Excluding yourself (or opting out) from the settlement means that you do not want to be part of your respective Settlement Class(es). If you exclude yourself (opt out), then you have no basis to object to the settlement.

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A Settlement Class Member who objects remains in their respective Settlement Class(es) and is eligible to receive a settlement benefit.

IF YOU DO NOTHING

18. What happens if I do nothing at all?

If you do nothing, and the Court finally approves the settlement, you will remain a member of your respective Settlement Class(es) and you will give up your right to sue Defendant. You will automatically receive a Voucher.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at 1:00 p.m. on August 7, 2026 in Department N-27 at the San Diego North County Courthouse, 325 South Melrose Drive, Vista, CA 92081. At this hearing, the Court will consider whether the settlement is fair, reasonable, adequate, and in the best interests of the Classes. If there are valid objections that comply with the requirements herein, the Court will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to award to Class Counsel and the Class Representatives.

The date of the Final Approval Hearing may change without further notice to the Settlement Class. Settlement Class Members should check the Settlement Website to confirm that the date has not been changed and whether the hearing may proceed virtually.

20. Do I have to come to the hearing?

No. Class Counsel will appear on behalf of the Settlement Classes, but you are welcome to come, or have your own lawyer appear, at your own expense. If you send an objection or comment, you do not have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it.

21. May I speak at the hearing?

You, or any lawyer you retain, may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include in your objection to the settlement a statement saying that it is your intent to appear at the Final Approval Hearing. It must include your name, address, telephone number, and signature as well as the name and address of your lawyer, if one is appearing for you. Your objection and notice of intent to appear must be filed with the Court and postmarked no later than June 18, 2026, and be sent to the addresses listed in Question 16. You cannot speak at the hearing if you excluded yourself from the settlement.

TAX CONSEQUENCES

22. Do I have to pay taxes on money received under this settlement?

Neither Defendant, Class Counsel, nor the Settlement Administrator can provide any advice or guidance regarding the tax consequences of the settlement as to any Settlement Class Member. Settlement Class Members should consult their own tax advisors regarding the tax consequences of the settlement and any tax reporting obligations with respect thereto. Each Settlement Class Member is responsible for his/her taxes or tax reporting and other obligations respecting the settlement, if any.

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GETTING MORE INFORMATION

23. Is this the entire settlement?

No. This Notice is only a summary of the proposed settlement. More information about the lawsuit and the precise terms and conditions of the settlement is available at FandangoMediaSettlement.com. For more information you may also write to *Beer v. Fandango Media* Settlement Administrator, P.O. Box 2779, Portland, OR 97208-2779, send an email to info@FandangoMediaSettlement.com, or call 1-877-279-8792. You can also visit the Court to review the case's docket at the San Diego North County Courthouse, 325 South Melrose Drive, Vista, CA 92081, between 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding court holidays. You may also contact Class Counsel using the information listed below:

DOVEL & LUNER, LLP
Simon Franzini, simon@dovel.com
Martin Brenner, martin@dovel.com
Grace Bennet, grace@dovel.com
201 Santa Monica Blvd., Suite 600
Santa Monica, California, 90401
(310) 656-7066

Please do not telephone the Court or the Court Clerk's Office to inquire about this settlement or the Claims process.

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