

## SETTLEMENT AGREEMENT AND RELEASE

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

### **I. DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FF. **“Released Claims”** means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **II. LITIGATION BACKGROUND**

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

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

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

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

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

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

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

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

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

### III. TERMS OF SETTLEMENT

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

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

B. Conditional Certification of Class.

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

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

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

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

D. Relief for the Settlement Class.

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

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

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

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

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

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

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

E. Releases.

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

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

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

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

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

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

F. Attorneys' Fees/Costs and Incentive Awards.

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

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

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

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

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

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

**IV. SETTLEMENT ADMINISTRATION AND NOTICE**

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

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

C. Notice.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**V. PROCEDURES FOR OBJECTING TO OR REQUESTING EXCLUSION FROM SETTLEMENT**

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

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

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

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

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

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

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

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

## **VI. PRELIMINARY APPROVAL OF SETTLEMENT**

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

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

## **VII. FINAL APPROVAL OF SETTLEMENT**

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

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

#### **VIII. UNCASHED SETTLEMENT AWARDS**

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

#### **IX. TERMINATION OF SETTLEMENT**

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

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

**X. PARTIES' AUTHORITY**

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

**XI. MUTUAL FULL COOPERATION**

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

**XII. NO ADMISSION**

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

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

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

**XIII. NOTICES**

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

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

**XIV. CONSTRUCTION**

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

**XV. MATERIAL TERMS; CAPTIONS**

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

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

**XVI. INTEGRATION CLAUSE**

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

**XVII. NON-EVIDENTIARY USE**

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

**XVIII. NO COLLATERAL ATTACK**

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

**XIX. AMENDMENTS**

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

**XX. ASSIGNMENTS**

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

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

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

**XXI. GOVERNING LAW**

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

**XXII. BINDING ASSIGNS**

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

**XXIII. TAX CONSEQUENCES**

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

**XXIV. COSTS**

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

**XXV. PUBLIC STATEMENTS**

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

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

**XXVI. CLASS COUNSEL SIGNATORIES**

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

**XXVII. SETTLEMENT TIMELINE**

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

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

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

**XXVIII. COUNTERPARTS**

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

**XXIX. CONTINUING JURISDICTION**


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

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

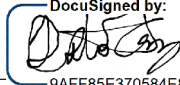
*[Signatures on following pages.]*

**CLASS REPRESENTATIVES AND CLASS COUNSEL:**

Dated: 2/25/2026

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

Dated: 2/25/2026

By:  \_\_\_\_\_  
Thalia Calo Gonzalez, individually and on behalf of the Washington Subclass of the FanClub Settlement Class

Dated: 2/25/2026

DOVEL & LUNER, LLP

By:  \_\_\_\_\_  
Simon Franzini  
Attorney for Plaintiffs

**DEFENDANT AND COUNSEL FOR DEFENDANT:**


Dated: 2/25/2026

Fandango Media, LLC

By:  Signed by:  
B48083538990488...  
Will McIntosh  
President, Digital Platforms & Ventures  
Versant DTC Sports & Entertainment

Dated: 2/25/2026

Manatt, Phelps & Phillips, LLP

By:  DocuSigned by:  
A8B05F66219C41B...  
Christine M. Reilly  
Attorneys for Defendant

# EXHIBIT A

TO: «Settlement Class Member Email Address»  
FROM: Fandango Settlement Administrator  
RE: LEGAL NOTICE OF CLASS ACTION SETTLEMENT – *Beer v. Fandango Media, LLC*

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«FIRST NAME» «LAST NAME»  
Notice ID: «Notice ID»  
Confirmation Code: «Confirmation Code»

### **Notice of Proposed Class Action Settlement**

**TO ALL PERSONS WHO PAID A CONVENIENCE FEE TO PURCHASE TICKETS THROUGH FANDANGO TO A CALIFORNIA THEATER BETWEEN JUNE 11, 2020 AND JUNE 17, 2024, AND TO ALL CALIFORNIA AND WASHINGTON CONSUMERS WHO PURCHASED A FANDANGO FANCLUB MEMBERSHIP BETWEEN OCTOBER 7, 2024 AND APRIL 16, 2025.**

**Read This Notice Carefully. You Could Receive Compensation From This Class Action Settlement. This Court-Authorized Notice describes your rights and gives information about the proposed settlement. This notice is only a summary. Details of the settlement are available at [Settlement Website] or by writing to or calling the Class Action Settlement Administrator at the address or toll-free number below.**

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

#### **What Is This Case About?**

This notice is to inform you that a settlement has been reached in a class action lawsuit entitled *Beer v. Fandango Media, LLC*, Case No. 25CU046749N filed in the Superior Court of the State of California for the County of San Diego. In the lawsuit, plaintiffs Jonathan Beer and Thalia Calo Gonzalez (“Plaintiffs” or “Class Representatives”), on behalf of themselves and proposed classes, allege that Defendant Fandango Media, LLC (“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 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. The Court has not ruled on the merits of the claims or Defendant’s defenses.

#### **Who Is A Settlement Class Member?**

A Settlement Class Member is a consumer who is member of the “Convenience Fee Settlement Class” or the “Fan Club Settlement Class,” as defined below, or is a member of both of these Settlement Classes.

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 a California theater 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, through and including April 16, 2025.

You are receiving this notice because Fandango's records indicate that you may be a member of one or both of these Settlement Classes, and therefore may be eligible to receive relief under this class action settlement.

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### What Are The Terms Of The Settlement?

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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. 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.

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.

The Parties estimate that the total value of the Cash Benefits and Credit Vouchers that will be distributed to Class Members under the settlement will total approximately \$9,400,000. In addition to these benefits, Fandango has also agreed to pay notice and administration costs estimated to be \$250,000, reasonable attorneys' fees and expenses of up to \$2,500,000, and Class Representative incentive awards of up to \$5,000 each, as approved by the Court. Payment of these costs and fees will not reduce the value of the benefits that Settlement Class Members receive.

More information about the benefits available under the settlement is available at [\[Settlement Website\]](#).

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### How Do I Submit A Claim Form?

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If you are a Convenience Fee Settlement Class Member and you would like to receive a Cash Benefit instead of a Voucher, you must submit a signed and completed Claim Form online to the Class Action Settlement Administrator by **no later than 11:59 p.m. PST on [Claim Deadline]**. If you elect a cash payment, it will be made by PayPal, Venmo, Zelle, or mailed check, at your election. Claim Forms may also be submitted to the Class Action Settlement Administrator by mail if postmarked **no later than [Claim Deadline]**. The Claim Form is available at [\[Settlement Website\]](#). If you are a Convenience Fee Settlement Class Member and would like a Voucher, or if you are a FanClub Settlement Class Member, then you do not need to submit a Claim Form to receive your Voucher.

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## What Are My Other Options?

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Do nothing. If you do nothing and the Court approves the settlement, you will automatically receive a Voucher. You will also be legally bound to all of the Court's orders and any judgment approving the settlement. This means that you will give up any right to sue Defendant for any claims released by the settlement, which include 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.

Opt out. If you do not want to be legally bound by the settlement, you may opt out of the settlement by sending a request for exclusion to the Class Action Settlement Administrator **no later than [Objection/Exclusion Deadline]**. If you exclude yourself from the Settlement, you will not receive a Voucher or a Cash Benefit, but you keep any rights you may have to sue the Defendant over the legal issues in the lawsuit.

Object. If you stay in the Settlement (i.e., do not exclude yourself or "opt-out" from the Settlement), you may object to the Settlement by writing to the Class Action Settlement Administrator explaining why you do not like the Settlement by **no later than [Objection/Exclusion Deadline]**. You and/or your lawyer have the right to appear before the Court and/or object to the proposed settlement. You will be bound by the Settlement if your objection is rejected and will still receive a Credit Voucher and/or Cash Benefit. Additional information about opting out of or objecting to the Settlement is available at [**Settlement Website**].

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## Who Represents Me?

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The Court has appointed Simon Franzini, Grace Bennett, and Martin Brenner of Dovel & Luner, LLP to represent Plaintiffs and other Settlement Class Members. These attorneys are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your expense.

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## Final Approval Hearing

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The Court will hold a hearing in this case to consider whether to approve the Settlement on [**Fairness Hearing Date**], at [**Fairness Hearing Time**] in Department N-27 at the San Diego North County Courthouse, 325 South Melrose Drive, Vista, CA 92081. The date of the Final Approval Hearing may change without further notice to the class. Settlement Class Members should check the settlement website to confirm that the date has not been changed and whether the hearing may be held virtually.

At that hearing, the Court will: hear any objections concerning the fairness of the settlement; determine the fairness of the settlement; decide whether to approve Class Counsel's request for attorneys' fees and costs; and decide whether to award Class Representatives Jonathan Beer and Thalia Calo Gonzalez \$5,000 each for their service in helping to bring and settle this case. Defendant has agreed to pay Class Counsel reasonable attorneys' fees in an amount to be determined by the Court. Class Counsel may seek no more than \$2,500,000, but the Court may award less than this amount.

**THIS NOTICE IS ONLY A SUMMARY. MORE INFORMATION ABOUT THE LAWSUIT AND THE PRECISE TERMS AND CONDITIONS OF THE SETTLEMENT IS AVAILABLE AT [**Settlement Website**], OR BY WRITING OR CALLING THE CLASS ACTION SETTLEMENT ADMINISTRATOR**

**AT [Settlement Admin Address] OR [Phone Number] (TOLL-FREE), OR CLASS COUNSEL WHOSE CONTACT INFORMATION CAN BE FOUND AT <https://www.dovel.com>.**

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

***Unsubscribe***

# EXHIBIT B

**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 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 to each of the Class Representatives, and reasonable attorneys’ fees and expenses of up to \$2,500,000, 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.

<b>Your Legal Rights and Options in This Settlement:</b>	
<b>DO NOTHING</b>	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.
<b>SUBMIT A CLAIM FORM</b>  <b>DEADLINE: [CLAIM DEADLINE]</b>	If you are a Convenience Fee Settlement Class Member and submit a valid Claim Form by [Claim Deadline], 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 here [hyperlink] or mail your claim form to [address].
<b>EXCLUDE YOURSELF FROM THE CASE</b>  <b>DEADLINE: [OBJECTION/EXCLUSION DEADLINE]</b>	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 [Objection/Exclusion Deadline].
<b>OBJECT TO THE SETTLEMENT</b>  <b>DEADLINE: [OBJECTION/EXCLUSION DATE]</b>	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 [Objection/Exclusion Deadline].

- 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 [[Settlement Website](#)].

## 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.

## 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 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 [[Settlement Website](#)].

## 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 (6) the legal representatives, successors or assigns of any such excluded persons, but only in their capacity as such.

## 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.

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, reasonable attorneys’ fees and expenses of up to \$2,500,000, and Class Representative incentive awards of up to \$5,000 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 Notice 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 call [Settlement Administrator Phone Number] to verify your identity and receive further information on how to file a claim.

## 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 from 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 [Final Approval Hearing Date], 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 [Settlement Website]. Please be patient.

# 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 in attorneys' fees and costs. Class Counsel may also ask the Court to approve an incentive award of up to \$5,000 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. PST on [objection/exclusion deadline]. 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.

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

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

To opt out of both classes, the request for exclusion must include both 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 [Objection/Exclusion Deadline], to the Class Action Settlement Administrator at the following address:

Fandango Settlement Administrator  
[Address]

### 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 [Objection/Exclusion Deadline]. 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 Justin Jones Rodriguez 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.

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 [Final Approval Hearing Date and Time], 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 [Objection Deadline] 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 Class Action 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.

## 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 [Settlement Website], or by calling toll-free [Phone Number], or by writing to the Class Action Settlement Administrator at [Address], or by visiting 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 Bennett  
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.**

# EXHIBIT C

Your claim form  
must be submitted  
online or  
postmarked by:  
[Claim Deadline]

Superior Court of the State of California  
for the County of San Diego

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

FM-Claim

Claim Form

FANDANGO SETTLEMENT

CLAIM FORM FOR SETTLEMENT PAYMENT

INSTRUCTIONS

You may be entitled to a Cash Benefit if you paid a Convenience Fee to purchase tickets through Fandango to a California theater between June 11, 2020, through and including June 17, 2024.

Please read the full notice of this settlement (available at [hyperlink]) carefully before filling out this Claim Form.

If you wish to receive a Cash Benefit you must submit a valid Claim no later than 11:59 p.m. PST on [Claim Deadline]. Please only submit one Claim Form. If you do not submit a valid Claim Form by [Claim Deadline] then you will automatically receive a Voucher.

Any Cash Benefit will be made by PayPal, Venmo, Zelle, or mailed check, at your election. Please ensure you provide a current, valid mailing address, email address, and mobile phone number with your Claim submission. If the mailing address, email address, or mobile phone number you include with your submission becomes invalid for any reason, it is your responsibility to provide accurate updated contact information to the Settlement Administrator to receive a payment.

The information provided on this Claim Form will be used solely by the Court-approved Settlement Administrator for the purposes of administering the settlement and will not be provided to any third party or sold for marketing purposes.

**SUBMITTING YOUR CLAIM FORM**

Claim Forms may be submitted online at [website] by 11:59 p.m. Pacific Time on [Claim Deadline], or completed and mailed with a postmark date no later than [Claim Deadline] to:

Fandango Settlement Administrator  
[ADDRESS]

If you have any questions, please contact the Settlement Administrator by email at [EMAIL ADDRESS], by calling its toll-free phone number for this settlement, [PHONE NUMBER], or by mail at the address listed above.

Your claim form must be submitted online or postmarked by: **[Claim Deadline]**

Superior Court of the State of California for the County of San Diego

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

FM-Claim

Claim Form

I. YOUR CONTACT INFORMATION AND MAILING ADDRESS

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

Notice ID

Please ensure you provide a current, valid mailing address, email address, and mobile phone number with your Claim Form submission. If the mailing address, email address, or mobile phone you include with your submission becomes invalid for any reason, it is your responsibility to provide the Settlement Administrator with a current, valid mailing address, email address, and mobile phone for payment. The current mailing address you provide here does not need to be the same address you used for your purchase(s) from Fandango. The Notice ID can be located in the notice you received by email titled "LEGAL NOTICE OF CLASS ACTION SETTLEMENT - Beer v. Fandango Media, LLC."

II. PAYMENT SELECTION

Please select one of the following payment options:

PayPal - Enter your PayPal email address: \_\_\_\_\_

Venmo - Enter the mobile number associated with your account: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Zelle - Enter the email address or mobile number associated with your account: \_\_\_\_\_

Physical Check - Payment will be mailed to the address provided above.

III. CERTIFICATION

By signing this Claim submission, I certify, under penalty of perjury under the laws of the United States and the State of California, that (1) the information included with this Claim submission is true, accurate, and complete to the best of my knowledge, information, and belief; (2) I paid a Convenience Fee to purchase tickets through Fandango to a California theater between June 11, 2020, through and including June 17, 2024; and (3) I have not submitted a request to exclude myself, or "opt out of," the settlement. I agree to furnish additional information if requested to do so by the Settlement Administrator. I understand that my Claim Form may be subject to audit, verification, and Court review. If I am submitting this Claim Form on behalf of a Claimant, I certify that I am authorized to submit this Claim Form on the Claimant's behalf.

**Your claim form  
must be submitted  
online or  
postmarked by:  
[Claim Deadline]**

**Superior Court of the State of California  
for the County of San Diego**

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

**FM-Claim**

**Claim Form**

**By signing below, I agree and consent to be communicated with electronically via email and/or mobile phone text about the settlement (message & data rates may apply).**

**Signature:** \_\_\_\_\_ **Printed Name:** \_\_\_\_\_ **Date:** \_\_\_/\_\_\_/\_\_\_

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

# EXHIBIT D

***Beer et al. v. Fandango Media, LLC,***  
**Case No. 25CU046749N (San Diego Super. Ct.)**

Plaintiffs Jonathan Beer and Thalia Calo Gonzalez (“Plaintiffs”) and Fandango Media, LLC (“Defendant”) (collectively, “the Parties”), by and through and including their undersigned counsel, stipulate and agree as follows:

**WHEREAS**, Dovel & Luner, LLP (“Plaintiffs’ Counsel”), along with its partner Simon Franzini, Esq. (“Franzini”), desire to give an undertaking for repayment of their award of attorney fees, costs, and expenses approved by the San Diego Superior Court (the “Court”) (the “Undertaking”), as is required by the Settlement Agreement entered into by the Parties to *Beer et al. v. Fandango Media, LLC*, Case No. 25CU046749N (San Diego Super. Ct.); and

**WHEREAS**, the Parties agree that this Undertaking is in the interests of all Parties and in service of judicial economy and efficiency;

**NOW, THEREFORE**, Franzini, on behalf of himself as an individual and as an agent for his law firm, Dovel & Luner, LLP, by making this Undertaking, hereby submits himself and his law firm to the jurisdiction of the Court, for the purpose of enforcing the provisions of this Undertaking.

Capitalized terms used herein without definition have the meanings given to them in the Settlement Agreement. The obligations of Franzini and his law firm, Dovel & Luner, LLP, created herein are joint and several. By receiving any payments pursuant to the Settlement Agreement, Franzini, and Dovel & Luner, LLP and its shareholders, members, and/or partners, submit to the jurisdiction of the Court for the enforcement of and any and all disputes relating to or arising out of the reimbursement obligation set forth herein and the Settlement Agreement.

Plaintiffs’ Counsel understands and agrees that, in the event the Final Approval Order and/or Final Judgment, or any part thereof, are vacated, overturned, reversed, or rendered void as a result of an appeal, or the Settlement Agreement is voided, rescinded, or otherwise terminated for any other reason, Plaintiffs’ Counsel shall, within fourteen (14) days of the Court of Appeal’s Order vacating, overturning, reversing, or voiding the Final Approval Order and/or Final Judgment (or any part thereof) or of the termination of the Settlement Agreement, repay to Defendant, based upon written instructions provided by Defendant’s Counsel, the full amount of the attorneys’ fees, costs, and expenses paid by Defendant to Plaintiffs’ Counsel in connection with the settlement, including interest to be calculated based on the post-judgment interest rate established in Cal. Code Civ. Proc., § 685.010.

In the event the Final Approval Order and/or Final Judgment is upheld but the attorneys’ fees, costs, and expenses awarded by the Court or any part of them are vacated, modified, reversed, or rendered void as a result of an appeal, Plaintiffs’ Counsel shall, within fourteen (14) days of the Court of Appeal’s Order vacating, modifying, reversing, or voiding the attorneys’ fees, costs, and expenses repay to Defendant, based upon written instructions provided by Defendant’s Counsel, the attorneys’ fees, costs, and expenses paid by Defendant to Plaintiffs’ Counsel in the amount vacated or modified, including interest to be calculated based on the post-

judgment interest rate established in Cal. Code Civ. Proc., § 685.010. Those sums shall be repaid pursuant to the terms herein.

This Undertaking and all obligations set forth herein shall expire if no repayment obligations arise prior to or upon finality of all direct appeals of the Final Approval Order and/or Final Judgment, including and up until any petition to the California Supreme Court.

In the event Plaintiffs' Counsel fails to repay to Defendant any attorneys' fees, costs, and expenses that are owed pursuant to this Undertaking, the Court shall, upon application of Defendant, and notice to Plaintiffs' Counsel, summarily issue orders, including but not limited to judgments and attachment orders against Franzini and/or Dovel & Luner, LLP, and may make appropriate findings for sanctions for contempt of court. The Court may also award Defendant interest on any amount that was not timely repaid by Plaintiffs' Counsel and/or Franzini to Defendant. Dovel & Luner, LLP shall be responsible for Defendant's attorneys' fees, costs, and expenses incurred in connection with enforcing this Undertaking.

The undersigned stipulates, warrants and represents that he has both actual and apparent authority to enter into this stipulation, agreement, and Undertaking on behalf of his law firm, Dovel & Luner, LLP, and himself as an individual. This Undertaking 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. Signatures by facsimile shall be as effective as original signatures.

The Court retains jurisdiction to resolve any disputes that may arise under this Undertaking.

The undersigned declares under penalty of perjury under the laws of the United States of America that he has read and understood the foregoing and that it is true and correct.

IT IS SO STIPULATED THROUGH COUNSEL OF RECORD:

DATED: 2/25/2026

Simon Franzini  
Dovel & Luner LLP

DocuSigned by:  
*Simon Franzini*  
5ABC15D58A40496...

/s/ \_\_\_\_\_  
Simon Franzini  
on behalf of himself and Dovel & Luner, LLP

Christine M. Reilly  
Manatt, Phelps & Phillips, LLP

DATED: \_\_\_\_\_

/s/ \_\_\_\_\_

Christine M. Reilly  
on behalf of Defendant Fandango Media, LLC

judgment interest rate established in Cal. Code Civ. Proc., § 685.010. Those sums shall be repaid pursuant to the terms herein.

This Undertaking and all obligations set forth herein shall expire if no repayment obligations arise prior to or upon finality of all direct appeals of the Final Approval Order and/or Final Judgment, including and up until any petition to the California Supreme Court.

In the event Plaintiffs' Counsel fails to repay to Defendant any attorneys' fees, costs, and expenses that are owed pursuant to this Undertaking, the Court shall, upon application of Defendant, and notice to Plaintiffs' Counsel, summarily issue orders, including but not limited to judgments and attachment orders against Franzini and/or Dovel & Luner, LLP, and may make appropriate findings for sanctions for contempt of court. The Court may also award Defendant interest on any amount that was not timely repaid by Plaintiffs' Counsel and/or Franzini to Defendant. Dovel & Luner, LLP shall be responsible for Defendant's attorneys' fees, costs, and expenses incurred in connection with enforcing this Undertaking.

The undersigned stipulates, warrants and represents that he has both actual and apparent authority to enter into this stipulation, agreement, and Undertaking on behalf of his law firm, Dovel & Luner, LLP, and himself as an individual. This Undertaking 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. Signatures by facsimile shall be as effective as original signatures.

The Court retains jurisdiction to resolve any disputes that may arise under this Undertaking.

The undersigned declares under penalty of perjury under the laws of the United States of America that he has read and understood the foregoing and that it is true and correct.

IT IS SO STIPULATED THROUGH COUNSEL OF RECORD:

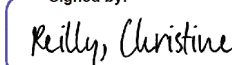
Simon Franzini  
Dovel & Luner LLP

DATED: \_\_\_\_\_

Simon Franzini  
on behalf of himself and Dovel & Luner, LLP

Christine M. Reilly  
Manatt Phelps & Phillips, LLP

DATED: 2/25/2026  
\_\_\_\_\_

Signed by:  
  
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Christine M. Reilly  
on behalf of Defendant Fandango Media, LLC