

*THOMAS BACKER, ET AL. V. GAMETIME, INC., CASE NO. CGC-22-599227,
IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO*

If you purchased a ticket through the Gametime platform website or mobile phone application in California after April 18, 2018, a class action lawsuit may affect your rights.

A court authorized this Notice. This is not a solicitation from a lawyer.

- A purchaser of tickets through the Gametime platform sued Gametime, Inc., alleging that Gametime did not adequately disclose the fees associated with ticket purchases in violation of California law.
- A settlement has been reached in this case and affects the following persons. The Court has allowed the lawsuit to proceed as a class action against Gametime on behalf of the following Settlement Class:

Gametime users who purchased tickets in California after April 18, 2018, through May 12, 2025, but excludes users who: (1) agreed prior to or on May 12, 2025, to Gametime’s Terms of Service implemented on or after April 2023; (2) received full refunds, credits, and chargebacks prior to or on May 12, 2025; (3) intentionally activated Gametime’s All-in-Pricing feature or had it enabled for their transactions prior to their first Gametime purchase in the Class Period; (4) purchased tickets from Gametime at least once prior to their first Gametime purchase in the Class Period; (5) navigated to Gametime’s checkout page at least once prior to their first Gametime purchase in the Class Period; and/or (6) are officers, directors, and employees of Gametime, members of their immediate families, and their heirs, successors, and assigns.
- The Settlement, if approved, would provide Credit Vouchers to Settlement Class Members, the Service Award to the Class Representatives, and attorneys’ fees and costs.
- Your legal rights are affected whether you act or do not act. Read this Notice carefully.
- The Class Action Settlement Agreement & Release memorializing the Settlement and other case-related documents are available at the Settlement Website, www.gametimesettlement.com. All capitalized terms in this Notice have the same definitions as those in the Class Action Settlement Agreement and Release.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS CLASS ACTION	
<u>Option 1:</u> Remain in the Settlement Class	If you are a member of the Settlement Class, the Court approves the Settlement and it becomes final and effective, and you remain in the Settlement Class, you will receive a Credit Voucher.
<u>Option 2:</u> Ask to Be Excluded	You may request to be excluded from the Settlement and, if you do, you will receive no benefits from the Settlement. Deadline: July 20, 2026
<u>Option 3:</u> Object	Write to the Settlement Administrator if you do not like the Settlement. Deadline: July 20, 2026
<u>Option 4:</u> Go To A Hearing	Ask to speak in Court about the fairness of the Settlement.

- These rights and options—and the deadlines to exercise them— are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. If it does, and after any appeals are resolved, benefits will be distributed to those in the Settlement Class. Please be patient.

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BASIC INFORMATION ABOUT THE CLASS ACTION

1. WHY IS THERE A NOTICE?

A court authorized this Notice because you have a right to know about a proposed Settlement of the class action lawsuit known as *Thomas Backer, et al. v. Gametime, Inc.*, Case No. CGC-22-599227, and your options before the Court decides whether to give Final Approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The Superior Court Of California For The County Of San Francisco is overseeing this case. Thomas Backer, the person who sued, is the Plaintiff or Class Representative. Gametime, Inc., the entity that has been sued, is the Defendant.

2. WHAT IS THIS LAWSUIT ABOUT?

The lawsuit alleges that Defendant failed to adequately disclose to Gametime users the fees associated with ticket purchases in violation of California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*, California's False Advertising Law, Cal. Bus. & Prof. Code § 17500, *et seq.*, and California's Consumers Legal Remedies Act, Civil Code §1750, *et seq.*

Defendant denies all wrongdoing or liability of any kind whatsoever asserted by Plaintiff or Settlement Class Members in the Litigation. Specifically, Defendant denies that it failed to disclose adequately the fees associated with ticket purchases and believes that it fully disclosed those fees as part of the checkout process. Despite Defendant's belief that it is not liable for the allegations in the Litigation, and despite what Defendant believes are viable defenses to those allegations, Defendant desires to settle the Litigation, and thus avoid the expense and burden of continued litigation of the matters being fully settled and finally put to rest in this Settlement Agreement. The Settlement resolves the lawsuit. The Court has not decided who is right.

3. WHY IS THIS A CLASS ACTION?

In a class action, Plaintiff or the "Class Representative" sues on behalf of himself and other people with similar claims. All the people who have claims similar to the Plaintiff are Settlement Class Members, except for those who exclude themselves from the Settlement Class.

4. WHY IS THERE A SETTLEMENT?

The Court has not found in favor of either Plaintiff or the Defendant. Instead, both sides have agreed to a settlement. By agreeing to the Settlement, the parties avoid the costs and uncertainty of a trial, and if the Settlement is approved by the Court, Settlement Class Members will receive a Settlement Credit Voucher, as described in this Notice. Defendant denies the claims in this case. Plaintiff and his lawyers think the proposed Settlement is best for everyone who is affected.

WHO IS PART OF THE SETTLEMENT

5. WHO IS INCLUDED IN THE SETTLEMENT?

The Settlement Class includes individuals who purchased tickets through the Gametime website or mobile phone application in California after April 18, 2018, through May 12, 2025. Excluded from the Settlement Class are users who:

- (1) agreed prior to or on May 12, 2025, to Gametime's Terms of Service implemented on or after April 2023;
- (2) received full refunds, credits, and chargebacks prior to or on May 12, 2025;
- (3) intentionally activated Gametime's All-in-Pricing feature or had it enabled for their transactions prior to their first Gametime purchase in the Class Period;
- (4) purchased tickets from Gametime at least once prior to their first Gametime purchase in the Class Period;
- (5) navigated to Gametime's checkout page at least once prior to their first Gametime purchase in the Class Period; and/or
- (6) are officers, directors, and employees of Gametime, members of their immediate families, and their heirs, successors, and assigns.

6. WHAT IF I AM NOT SURE WHETHER I AM INCLUDED IN THE SETTLEMENT?

If you are not sure whether you are in the Settlement Class or have any other questions about the Settlement, visit the Settlement Website at www.gametimesettlement.com or call the toll-free number, 1-888-808-8631. You also may send questions to the Settlement Administrator at info@gametimesettlement.com.

THE SETTLEMENT BENEFITS

7. WHAT DOES THE SETTLEMENT PROVIDE?

The Settlement provides for the issuance of a Credit Voucher to all Settlement Class Members. Plaintiff may seek a Service Award and Class Counsel may seek attorneys' fees and costs.

Each Settlement Class Member will receive payment in accordance with the following guidelines:

- Individuals who purchased tickets through the Gametime website or mobile phone application in California after April 18, 2018, through May 12, 2025, and who are not subject to one or more of the exclusions specified in Section 5 above, will receive a voucher usable toward tickets sold on www.gametime.co or on Gametime's iOS or Android applications.
- The amount of the Credit Vouchers shall represent 15% of each Class Member's Initial Fees Paid for all Class Members, with a minimum credit of five dollars (\$5.00) per Class Member. The Credit Vouchers shall expire sixty (60) months after issuance and shall not be transferable. The Credit Voucher will be sent via email to the email address to which notice was sent to you or, in the event there was no valid email address for you, via first-class mail to your most recent postal address. If your email or physical address has changed, or will change prior to the issuance of the Credit Voucher, please contact the Settlement Administrator to provide your new address.

8. WHAT IS THE SERVICE AWARD THAT MAY BE AWARDED TO THE CLASS REPRESENTATIVE?

The Settlement Class Representative may file a motion with the Court requesting a Settlement Class Representative Service Award of ten thousand dollars (\$10,000.00) to be paid by Defendant.

9. WHEN WILL I RECEIVE MY PAYMENT?

Payments to Settlement Class Members will be made only after the Court grants Final Approval to the Settlement and after any appeals are resolved (*see* "Final Approval Hearing" below). If there are appeals, resolving them may take time. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want benefits from the Settlement, and you want to keep the right to sue or continue to sue the Defendant on your own about the legal issues in this case, then you must take steps to exclude yourself from the Settlement. This is sometimes referred to as "opting out" of the Settlement Class.

10. HOW DO I GET OUT OF THE SETTLEMENT?

In order to exercise the right to be excluded, a Member of the Settlement Class must timely send to the Settlement Administrator (whose contact information is below) an individual email or letter requesting exclusion from Settlement of the Action that includes the following information: (a) the Settlement Class Member's full name, telephone number and mailing address; (b) a clear and unequivocal statement that the Settlement Class Member wishes to be excluded from the Settlement Class; (c) the name of the Action; and (d) the Settlement Class Member's signature or the like signature or affirmation of an individual authorized to act on the Settlement Class Member's behalf.

A request to be excluded that is not sent individually to the Settlement Administrator, or that is not emailed or postmarked within the time specified, shall be invalid and the person serving such a request shall be considered a Member of the Settlement Class and shall be bound as Settlement Class Members by the Settlement Agreement, if approved.

The request to be excluded must be sent via email to info@gametimesettlement.com or by postal mail to:

Settlement Administrator
Gametime Settlement Request
ATTN: Exclusion Request
P.O. Box 301134
Los Angeles, CA 90030-1134

Your exclusion request must be emailed or postmarked no later than **July 20, 2026**. You cannot ask to be excluded on the phone or at the Settlement Website. You may opt out of the Settlement Class only for yourself.

11. IF I DO NOT EXCLUDE MYSELF, CAN I SUE THE DEFENDANT FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up the right to sue the Defendant for the claims that the Settlement resolves. You must exclude yourself from this Settlement Class in order to pursue your own lawsuit.

12. WHAT AM I GIVING UP TO STAY IN THE SETTLEMENT CLASS?

If the Settlement becomes final, unless you opt out of the Settlement, you are releasing any and all Released Claims.

The Class Action Settlement Agreement & Release, which can be found on the Settlement Website, provides more detail regarding the Released Claims with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the law firm representing the Settlement Class listed in Question 14 for free, or you can, at your own expense, talk to your own lawyer if you have any questions about the Released Claims or what they mean.

13. IF I EXCLUDE MYSELF, CAN I STILL GET A VOUCHER?

No. You will not get a Credit Voucher from the Settlement Fund if you exclude yourself from the Settlement.

THE LAWYERS REPRESENTING YOU

14. DO I HAVE A LAWYER IN THIS CASE?

The Court has appointed the following lawyers as “Class Counsel” to represent all Members of the Settlement Class.

Aegis Law Firm, PC
9811 Irvine Center Dr., #100
Irvine, CA 92618

You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

15. HOW WILL THE LAWYERS GET PAID?

Class Counsel intends to request an award of attorneys’ fees not to exceed six hundred and twenty-five thousand dollars (\$625,000.00) and costs not to exceed thirty-five thousand dollars (\$35,000.00). The Court will decide the amount of fees and expenses to award.

OBJECTING TO THE SETTLEMENT

16. HOW DO I TELL THE COURT I DO NOT LIKE THE SETTLEMENT?

If you are a Settlement Class Member (and do not exclude yourself from the Settlement Class), you can object to any part of the Settlement. To object, you must either (1) appear in person at the Final Approval Hearing; or (2) by no later than **July 20, 2026**, send copies of your objection by email at info@gametimesettlement.com or mail to the Settlement Administrator at the following address:

Settlement Administrator
Gametime Settlement Request
ATTN: Objection Request
P.O. Box 301134
Los Angeles, CA 90030-1134

Any Settlement Class Member who intends to object to this Settlement in writing must: (a) include the case name and case number; (b) include the full name, mailing address, and telephone number of the Settlement Class Member objecting to the Settlement (the “Objector”); (c) include the Objector’s signature, or the signature or affirmation of an individual authorized to act on the Objector’s behalf; (d) state with specificity the grounds for the objection; (e) state whether the objection applies only to the Objector, to a specific subset of the Class, or to the entire Class; (f) include the name, address, bar number, and telephone number of counsel for the Objector, if represented by an attorney in connection with the objection; and (g) state whether the Objector intends to appear at the Final Approval Hearing, either in person or through counsel. If the Objector or his or her attorney intends to present evidence at the Final Approval Hearing, the objection must contain a detailed description of all evidence the Objector will offer at the Final Approval Hearing, including copies of any and all exhibits that the Objector may introduce at the Final Approval Hearing. To the extent any Settlement Class Member objects to the proposed Settlement, and such objection is overruled in whole or in part, such Settlement Class Member will be forever bound by the Final Approval Order and accompanying Judgment.

17. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND ASKING TO BE EXCLUDED?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object to the Settlement because it no longer affects you.

THE FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests for fees and expenses (“Final Approval Hearing”).

18. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court has scheduled a Final Approval Hearing on **September 9, 2026, at 9:00am**, at the Superior Court of California, San Francisco County, 400 McAllister St., San Francisco, CA 94102. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.gametimesettlement.com for updates. At the Final Approval Hearing, the Parties will request that the Court consider whether the Settlement Class should be certified as a class for settlement. In making that decision, the Court will (i) consider any properly-filed objections; (ii) determine whether the Settlement is fair, reasonable and adequate, was entered into in good faith and without collusion, should be approved, and shall provide findings in connection therewith. If the Court decides to approve the Settlement, it will enter the Final Approval Order, including final approval of the Settlement Agreement, and will make a decision about the fees and costs that Class Counsel has requested they be paid. It is unknown how long these decisions will take.

19. DO I HAVE TO ATTEND THE HEARING?

No. Class Counsel will answer any questions the Court may have. But you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time and it complies with all the other requirements set forth above, the Court will consider it. You may also pay your own lawyer to attend the hearing, but it is not necessary.

20. MAY I SPEAK AT THE HEARING?

You may ask the Court for permission to speak at the Final Approval Hearing (*see* Question 16 above). You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

21. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you are a Settlement Class Member and do nothing, you will still receive a Credit Voucher that is valid for sixty (60) months. Further, unless you exclude yourself, you will be bound by the judgment entered by the Court.

GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION?

This Notice summarizes the proposed Settlement. More details are available in the Class Action Settlement Agreement & Release, which you can view at www.gametimesettlement.com.

You can also contact the Settlement Administrator by mail, email or phone as follows:

MAIL:

Settlement Administrator
Gametime Settlement Request
P.O. Box 301134
Los Angeles, CA 90030-1134

EMAIL: info@gametimesettlement.com

PHONE: 1-888-808-8631