

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (“*Agreement*”) is entered into by, between and among Plaintiff Thomas Backer (“*Plaintiff*”), on behalf of himself and the Settlement Class (as defined below), on the one hand, and Defendant Gametime United, Inc. (“*Gametime*”), on the other (together, the “*Parties*”).

RECITALS

A. **WHEREAS**, on April 18, 2022, Plaintiff Thomas Backer, by and through his counsel Aegis Law Firm, PC, filed in San Francisco Superior Court, captioned *Backer v. Gametime United, Inc.* and assigned case number CGC-22-599227, his Class Action Complaint for (1) Violations of California Business and Professions Code §§17500 *et seq.*; (2) Violations of California Business and Professions Code §§17200 *et seq.*; and (3) Violations of California’s Consumers Legal Remedies Act, Civil Code §1750.

B. **WHEREAS**, the Parties and their counsel conducted a mediation session on September 21, 2023, before Robert J. Kaplan followed by continued discussions and negotiations that resulted in a settlement reached via a mediator’s proposal on November 14, 2023.

C. **WHEREAS**, Plaintiff and Gametime separately have conducted an investigation of the facts and have analyzed the relevant legal issues in regard to the claims and defenses asserted in the Action (as defined below); the Plaintiffs and their counsel believe that the claims asserted in the Action have merit whereas Gametime denies that it has engaged in any wrongdoing and denies all claims asserted in the Action;

D. **WHEREAS**, the Parties also have considered the uncertainties of further litigation and the benefits to be obtained by settlement and have considered the costs, risks and delays associated with the continued prosecution of the Action and the likely appeals of any rulings in favor of either Plaintiff or Gametime;

E. **WHEREAS**, the Parties have concluded that continued litigation could be protracted and expensive and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Agreement in order to limit further expense, inconvenience and uncertainty;

F. **WHEREAS**, the Parties now desire to resolve all claims of Plaintiff and the Settlement Class against Gametime that are asserted or that could have been asserted in the Action;

G. **WHEREAS**, the Parties wish to enter into a compromise and settlement to avoid the uncertainty and expense of litigation and to achieve a fair and reasonable resolution of the Action;

H. **WHEREAS**, the Parties intend for this Agreement to supersede all other agreements between the Parties that may exist;

I. **WHEREAS**, it is now the intention of the Parties and the objective of this Agreement to avoid the costs of further litigation and trial and to settle and dispose of, fully and

completely and forever, any and all claims and causes of action that were or could have been asserted in the Action.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the Settlement Class Representative, the Settlement Class, and Gametime, themselves and through their undersigned counsel, agree to settle the Action, subject to Court approval, under the following terms and conditions.

1. DEFINITIONS. Unless otherwise indicated above, the following shall be defined terms for purposes of this Agreement. Some of the definitions in this Section use terms that are defined later in the Section. All defined terms are italicized and listed in alphabetical order:

1.1. As used herein, the term “*Action*” means the class action lawsuit entitled *Backer v. Gametime United, Inc.*, Case No. CGC-22-599227, that Plaintiff filed on April 18, 2022, against Gametime in San Francisco Superior Court.

1.2. As used herein, the term “*Agreement*” means this Class Action Settlement Agreement and Release, including all amendments and exhibits hereto.

1.3. As used herein, the term “*Claims*” means any and all actual or potential claims, actions, causes of action, suits, counterclaims, cross claims, third party claims, contentions, allegations, and assertions of wrongdoing, and any demands for any and all debts, obligations, liabilities, damages (whether actual, compensatory, treble, nominal, punitive, exemplary, statutory, or otherwise), attorneys’ fees, costs, expenses, restitution, disgorgement, injunctive relief, any other type of equitable, legal, or statutory relief, any other benefits, or any penalties of any type whatever reasonably related to the factual allegations that were or could have been asserted in the Action based on the facts alleged, whether asserted in federal court, state court, arbitration, or otherwise, whether asserted in an individual action, a putative class action, a *parens patriae* action, or other representative action (including any action purportedly brought on behalf of the general public of the United States or of a particular state, district, or territory therein), and whether triable before a judge or jury or otherwise.

1.4. As used herein, the term “*Class Period*” means the period beginning April 18, 2018, through May 12, 2025.

1.5. As used herein, the term “*Court*” means the Superior Court of the State of California in and for the County of San Francisco.

1.6. As used herein, the term “*Credit Fund*” means a credit fund in the amount of \$2,740,334, which represents the total amount of the Credit Vouchers that will be issued to each Class Member, with a minimum credit of five dollars (\$5.00).

1.7. As used herein, the term “*Credit Voucher*” means a voucher representing 15% of the fees that each Class Member paid on his or her first Gametime purchase in the Class Period, with a minimum credit of five dollars (\$5.00), usable toward the purchase of any tickets sold on

www.gametime.co or on Gametime's iOS or Android applications. The Credit Vouchers shall expire in sixty (60) months and may not be transferred.

1.8. As used herein, the term "***Effective Date***" means the date on which all of the following events have occurred: (a) the Court has entered both the Final Approval Order and the Judgment and (b) either: (i) the time to appeal from the Judgment and all orders entered in connection with that Judgment have expired and no appeal has been taken or (ii) if a timely appeal of the Judgment and all orders entered in connection with that Judgment is taken, the date on which the Judgment and all orders entered in connection with that Judgment are no longer subject to further direct appellate review if the Judgment and all orders entered in connection with that Judgment have not been reversed in any way.

1.9. As used herein, the term "***Exclusion/Objection Deadline***" means the date ninety (90) days after the entry of the Preliminary Approval Order, and is the deadline by which Settlement Class Members must exclude themselves from the Settlement Class or object to the Settlement, as set forth in Sections 4.2 and 4.3 hereof.

1.10. As used herein, the term "***Final Approval Hearing***" means the hearing(s) to be held by the Court, at least two hundred (200) days after the date of entry of the Preliminary Approval Order, to consider and to determine whether the proposed Settlement of the Action on the terms of this Agreement should be finally approved as fair, reasonable and adequate, and whether both the Final Approval Order and Judgment should be entered.

1.11. As used herein, the term "***Final Approval Order***" means the order finally approving the Settlement and this Agreement, approving the Release and dismissing the claims asserted in the Action with prejudice. The Final Approval Order shall be substantially in the form attached as Exhibit D hereto, subject to any non-substantive modifications as the Court may direct or to which the parties may agree.

1.12. As used herein, the term "***Gametime***" means Defendant Gametime United, Inc.

1.13. As used herein, the term "***Gametime's Counsel***" means Molly Moriarty Lane of Morgan Lewis & Bockius LLP.

1.14. As used herein, the term "***Initial Fees Paid***" means the fees that each Class Member paid on his or her first Gametime purchase during the Class Period.

1.15. As used herein, the term "***Judgment***" means the Judgment to be entered by the Court. The Judgment shall be substantially in the form attached as Exhibit D hereto, subject to any modifications as the Court may direct or to which the parties may agree.

1.16. As used herein, the term "***Long Form Notice***" means the Court-approved form of notice of the terms of the proposed Settlement that shall be provided to Settlement Class Members in the manner contemplated by Section 4.1 of this Agreement. The Long Form Notice shall be substantially in the form attached as Exhibit A hereto.

1.17. As used herein, the term “**Notice**” means the notice of the terms of the proposed Settlement provided to Settlement Class Members in the manner contemplated by Section 4.1 of this Agreement.

1.18. As used herein, the term “**Notice and Settlement Administration Costs**” means all fees, costs and other expenses, without limitation, relating to the Settlement Administrator’s implementation and administration of this Agreement.

1.19. As used herein, the term “**Objector**” means a Settlement Class Member that objects to the Settlement pursuant to the procedures laid out in Section 4.3.

1.20. As used herein, the term “**Order**” includes, as appropriate, the Preliminary Approval Order, the Final Approval Order, any orders relating to a Settlement Class Representative Service Award or any Settlement Class Counsel Attorneys’ Fees and Costs Award and the Judgment.

1.21. As used herein, the term “**Parties**” means the Plaintiff, individually and in his capacity as representative of the Settlement Class, and Gametime.

1.22. As used herein, the term “**Preliminary Approval Order**” means the order preliminarily approving this Agreement as fair, reasonable and adequate substantially in the form attached as Exhibit C hereto, subject to such modifications as the Court may direct.

1.23. As used herein, the term “**Releases**” means the releases and covenants not to sue granted pursuant to Section 3.5.

1.24. As used herein, the term “**Released Claims**” means any and all Claims by any Releasing Party, Plaintiff, or any Settlement Class Member whether asserted by such Releasing Party, Plaintiff, or Settlement Class Member, or asserted on their behalf by a third party (including, without limitation, Claims brought on behalf of the general public of the United States or of a particular state, district or territory therein), reasonably related to the Action, the allegations therein, or the settlement thereof. This release includes a release by the named Plaintiff of unknown claims under California Civil Code Section 1542 or any similar statute.

1.25. As used herein, the term “**Released Parties**” means Gametime and any and all of its past, present, and future and direct and indirect predecessors, successors (including, without limitation, acquirers of all or substantially all of its assets, stock or other ownership interests), assigns, parents, subsidiaries, divisions, affiliates, or other related business entities, and their past, present and future, assigns, joint ventures, joint venturers, principals, trustees, partners, officers, directors, management, owners, employees, agents, attorneys, shareholders, advisors, and any representatives, heirs, executors, and administrators of any of the above.

1.26. As used herein, the term “**Releasing Party**” or “**Releasing Parties**” means the Plaintiff, the Settlement Class Members (other than those who have timely and validly excluded themselves from the Settlement Class), any person or entity claiming by, for, on behalf of or through them, and any agents, representatives, trustees, trusts, heirs, beneficiaries, estates, executors, administrators, advisors, successors, and assigns of any of the foregoing.

1.27. As used herein, the term “**Settlement**” means the full and final resolution of the Action and related claims effectuated by this Agreement.

1.28. As used herein, the term “**Settlement Administrator**” means or refers to Verita Global, LLC. The Settlement Administrator shall perform the services contemplated by this Agreement and such other reasonable services to effectuate this Agreement.

1.29. As used herein, the term “**Settlement Class**” means or refers to Gametime users who purchased tickets in California after April 18, 2018, through May 12, 2025, but excludes users who: (1) agree prior to or on May 12, 2025, to Gametime’s Terms of Service implemented in 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.

1.30. As used herein, the term “**Settlement Class Counsel**” means Kashif Haque, Samuel A. Wong, and Alex Valle at Aegis Law Firm, PC.

1.31. As used herein, the term “**Settlement Class Counsel Attorneys’ Fees and Costs Award**” means fees in an amount not to exceed six hundred twenty-five thousand dollars (\$625,000.00) and costs in an amount not to exceed thirty-five thousand dollars (\$35,000.00), to be awarded at the discretion of the Court to Settlement Class Counsel.

1.32. As used herein, the term “**Settlement Class Member**” means any person who is a member of the Settlement Class.

1.33. As used herein, the term “**Settlement Class Representative**” means Thomas Backer, individually and in his capacity as a representative of the Settlement Class.

1.34. As used herein, the term “**Settlement Class Representative Service Award**” means an amount not to exceed ten thousand dollars (\$10,000) for the Settlement Class Representative, awarded at the discretion of the Court, intended to compensate the Settlement Class Representative for his work on behalf of the Settlement Class and as consideration for his general release of claims.

1.35. As used herein, the term “**Settlement Website**” means the website that shall be created for Settlement administration purposes by the Settlement Administrator in the manner contemplated by Section 4.1(a).

1.36. As used herein, the term “**Short Form Notice**” means the notice of the terms of the proposed Settlement that will be mailed to all Settlement Class Members known to Gametime in the manner contemplated by Section 4.1(c). The Short Form Notice shall be substantially in the form attached as Exhibit B hereto.

2. SETTLEMENT ADMINISTRATION.

2.1. Settlement Administrator. The Settlement Administrator shall administer various aspects of the Settlement as described in the next Sections hereafter and as specified elsewhere in this Agreement.

2.2. Duties of Settlement Administrator. The duties of the Settlement Administrator, in addition to any other responsibilities that are described in this Agreement or that are agreed to by the Parties, shall include:

(a) Providing Notice to Settlement Class Members as set forth in this Agreement and/or as otherwise directed by the Court;

(b) Establishing and maintaining the Settlement Website, which shall bear a URL as agreed to by the Parties, as a means for Settlement Class Members to obtain Notice and information about the Settlement;

(c) Establishing and maintaining a toll-free telephone helpline to which Settlement Class Members may refer for information about the Action and the Settlement Agreement;

(d) Providing an address for mailed requests for exclusion from Settlement Class Members;

(e) Responding to any inquiries from Settlement Class Members;

(f) Processing and determining the validity of any requests for exclusion by Settlement Class Members;

(g) Providing interim reports on request and, within one hundred and twenty (120) days after the date of entry of the Preliminary Approval Order, a final report to Settlement Class Counsel and Gametime's Counsel that provides information as directed by Settlement Class Counsel and Gametime's Counsel;

(h) No later than sixty (60) days before the Final Approval Hearing, preparing an affidavit to submit to the Court affirming its compliance with the notice and settlement administration provisions of this Agreement and identifying any Settlement Class Members who timely and validly requested exclusion from the Settlement Class;

(i) Providing all information to Gametime that it reasonably deems necessary so that it can perform its obligations under this Agreement;

(j) Paying any invoices, expenses, taxes, fees and other costs as contemplated by this Agreement or as required by law; and

(k) Performing any other settlement administration-related functions reasonably necessary to effectuate this Agreement.

2.3. Confidentiality. The Settlement Administrator shall administer the Settlement in accordance with the terms of this Agreement and, without limiting the foregoing, shall treat any and all documents, communications and other information and materials received in connection with the administration of the Settlement as confidential and shall not disclose any or all such documents, communications or other information to any person or entity except as provided for in this Agreement or by court order.

2.4. Payment of Notice and Settlement Administration Costs. Notice and Settlement Administration Costs shall be paid by Gametime up to a maximum of one hundred and twenty-five thousand dollars (\$125,000). All Notice and Settlement Administration Costs in excess of one hundred and twenty-five thousand dollars (\$125,000) shall be paid by Settlement Class Counsel. Any Settlement Administration Costs for which Settlement Class Counsel is responsible shall be paid separately from and in addition to the Credit Fund.

3. SETTLEMENT TERMS.

3.1. Certification of the Settlement Class.

(a) Only for the purposes of Settlement and the proceedings contemplated herein for effectuating the Settlement, the Parties stipulate and agree that a Court may (i) certify the Settlement Class in accordance with the definition contained in Section 1.29, (ii) appoint Plaintiff Thomas Backer as Settlement Class Representative to represent the Settlement Class for Settlement purposes, and (iii) appoint Settlement Class Counsel as counsel for the Settlement Class. Certification of the Settlement Class shall be effective and binding only with respect to the Settlement and this Agreement.

(b) It is expressly recognized and agreed that this stipulation as to the certification of a Settlement Class and the appointment of Settlement Class Representative and Settlement Class Counsel shall be of no force and effect and has no evidentiary significance outside of enforcing the terms of this Agreement. By entering into this Agreement, Gametime does not waive its right to challenge or to contest the maintenance of any lawsuit against it as a class action and to oppose certification of any class other than the Settlement Class in connection with the Settlement memorialized in this Agreement.

3.2. Settlement Class Consideration. In consideration for the complete and final settlement of the Action, the Releases, and other promises and covenants set forth in this Agreement and subject to the other terms and conditions thereof, Gametime agrees to issue within 90 days after the Effective Date a Credit Voucher to every Settlement Class Member usable toward the purchase of any 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, 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.

3.3. Service Awards to the Settlement Class Representative.

(a) 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). Any such motion, if it is filed, must be filed no later than forty-two (42) days before the date of

the Final Approval Hearing Any such motion will be posted on the Settlement Website within one (1) business day after its filing. Subject to Court approval, Gametime agrees to pay the Settlement Class Representative a Settlement Class Representative Service Award in an amount awarded by the Court, provided that any such Award does not exceed ten thousand dollars (\$10,000.00). The Settlement Class Representative Service Award shall be paid separately from and in addition to the Credit Fund.

(b) The Settlement Class Representative's entitlement, if any, to a Settlement Class Representative Service Award will be determined by the Court. The Settlement shall not be conditioned on Court approval of a Settlement Class Representative Service Award for the Settlement Class Representative. In the event the Court declines any request or awards less than the amount sought, but otherwise approves the Settlement, the remaining provisions of this Agreement will continue to be effective and enforceable by the Parties. The Settlement Class Representative agrees not to appeal an award in an amount that is less than requested.

(c) Within one hundred and twenty (120) days of the later of (i) the Effective Date or (ii) the receipt by Gametime of all tax forms and/or payment information reasonably requested by Gametime, Gametime shall pay the Settlement Class Representative Service Award in accordance with instructions provided in writing by Settlement Class Counsel. Under no circumstances may the amount distributed to the Settlement Class Representative in connection with this Settlement exceed ten thousand dollars (\$10,000.00).

3.4. Attorneys' Fees and Costs.

(a) Settlement Class Counsel may file a motion with the Court requesting 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), to be paid by Gametime separately from the relief to the Settlement Class (the "Settlement Class Counsel Attorneys' Fees and Costs Award"). Any such motion, if it is filed, must be filed no later than forty-two (42) days before the date of the Final Approval Hearing. Any such motion will be posted on the Settlement Website within one (1) business day after its filing. Subject to Court approval, Gametime agrees to pay Settlement Class Counsel's fees and costs in an amount awarded by the Court, provided that any such award of fees does not exceed six hundred and twenty-five thousand dollars (\$625,000.00) and costs does not exceed thirty-five thousand dollars (\$35,000.00). The first four hundred thousand (\$400,000.00) of any fee award shall be paid within one hundred and twenty (120) days of the Effective Date of the Settlement. Gametime shall pay any additional attorneys' fees and costs ordered by the Court in excess of \$400,000 by 365 Days of the Effective Date of the Settlement (but, in any event, no earlier than the distribution of the Credit Fund). Gametime's receipt of all tax forms and/or payment information reasonably requested by Gametime is a condition precedent to Gametime's obligation to pay the Settlement Class Counsel Attorneys' Fees and Costs Award.

(b) Settlement Class Counsel's entitlement, if any, to an award of attorneys' fees, costs and/or expenses will be determined by the Court. The Settlement shall not be conditioned on Court approval of the Settlement Class Counsel Attorneys' Fees and Costs Award. In the event the Court declines any request or awards less than the amount sought, but otherwise

approves the Settlement, the remaining provisions of this Agreement will continue to be effective and enforceable by the Parties.

3.5. Releases and Waivers of Rights

(a) **Release by Releasing Parties.** Upon entry of the Final Approval Order and accompanying Judgment, and in addition to the preclusive effect of the dismissal with prejudice of the claims asserted in the Action pursuant to this Settlement, the Releasing Parties shall be deemed to have released, relinquished and forever discharged each of the Released Parties from any and all Released Claims. The Releasing Parties covenant and agree that they will not take any step whatsoever to assert, sue on, continue, pursue, maintain, prosecute or enforce any Released Claim, directly or indirectly, against any of the Released Parties. The Settlement Class Representative acknowledges, and the Settlement Class Members shall be deemed by operation of the Final Approval Order and the Judgment to have acknowledged, that the waivers in this Section 3.5 were separately bargained for and are a material element of this Agreement.

(b) **Additional Releases and Representations By Settlement Class Representative.** The Settlement Class Representative represents and warrants that, as of the date of the execution of this Agreement, he is unaware of any additional Claims that he has against Gametime.

(c) **Releases Relating To Litigation Conduct.** The Settlement Class Representative, Settlement Class Counsel, Gametime, and Gametime's Counsel agree to release each other from any and all Claims relating in any way to any Party's or counsel's conduct in the Action, including but not limited to any Claims of abuse of process, malicious prosecution or any other claims arising out of the institution, prosecution, assertion or resolution of the Action. The list of Claims released by this Section 3.5(c) includes, but is not limited to, Claims for attorneys' fees, costs of suit, or sanctions of any kind except as otherwise set forth in this Agreement.

(d) **Waiver of Rights.** The Settlement Class Representative fully understands that, except as otherwise set forth herein, the facts upon which this Agreement is executed may be found hereafter to be other than or different from the facts now believed by the Settlement Class Representative, Settlement Class Counsel, Gametime and Gametime's Counsel to be true and expressly accept and assume the risk of such possible differences in facts and agree that the Agreement shall remain effective notwithstanding any such difference in facts.

As to the Released Claims only, upon entry of the Final Approval Order and accompanying Judgment, the Settlement Class Representative, on behalf of himself only, expressly waives and relinquishes the provisions, rights, and benefits of Section 1542 of the California Civil Code, which provides:

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

MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY

The Settlement Class Representative also each expressly waives and relinquishes any and all provisions, rights and benefits of any similar, comparable or equivalent state, federal or other law, rule or regulation or the common law or equity. The Settlement Class Representative may hereafter discover facts other than, different from or in addition to those that he knows or believes to be true and, except as otherwise set forth herein, the Settlement Class Representative hereby expressly waives and fully, finally and forever settles, releases and discharges all known or unknown, suspected or unsuspected, contingent or non-contingent Released Claims as of the date of entry of the Preliminary Approval Order, whether or not concealed or hidden and without regard to the subsequent discovery or existence of such other, different or additional facts. The waivers in this Section 3.5(d) apply only to the Released Claims and not to any other claims.

(e) The scope of the Releases and Waivers in this Section 3.5 is a material term of this Settlement and Agreement.

4. CLASS SETTLEMENT PROCEDURES.

4.1. Settlement Class Notice. Subject to Court approval, the Parties agree that as soon as practicable and no later than thirty (30) days after entry of the Preliminary Approval Order, the Settlement Administrator will provide the Settlement Class with Notice of the proposed Settlement by the following methods:

(a) Establishing a Settlement Website hosted at www.gametimesettlement.com (or another URL mutually agreed-upon by the Parties) and dedicated to the Settlement, which shall contain a Long Form Notice, in substantially the same form attached hereto as Exhibit A, in both downloadable PDF format and HTML format; a Contact Information page that includes the address for the Settlement Administrator and addresses and telephone numbers for Settlement Class Counsel; the telephone helpline number set forth in Section 4.1(b); the Agreement; and the signed Preliminary Approval Order.

While the Settlement Administrator shall have primary responsibility over the design and operation of the Settlement Website, the final design of the Settlement Website shall be subject to the final approval of Settlement Class Counsel and Gametime's Counsel. The Settlement Administrator shall add to the Settlement Website all other material filings by the Parties or the Court regarding the Settlement, including, but not limited to, Settlement Class Counsel's application for an Attorneys' Fees and Costs Award and/or Settlement Class Representative Service Awards, the motion for final approval, and any orders with respect to such applications and motions. The Settlement Website shall remain accessible until at least one hundred and twenty (120) days after all Credit Vouchers as described in Section 3.2 are distributed to eligible Settlement Class Members.

(b) Establishing and maintaining a toll-free telephone helpline, which shall be posted on the Settlement Website, to which Settlement Class Members may refer for information about the Action and the Settlement Agreement. Those who call the toll-free helpline or who write to the Settlement Administrator may request a printed copy of the Long Form Notice, which the

Settlement Administrator shall provide by first class mail. The toll-free helpline shall remain active until at least ninety (90) days after all Credit Vouchers as described in Section 3.2 are distributed to eligible Settlement Class Members.

(c) Causing electronic mail and first class mail notice of the Short Form Notice to all Settlement Class Members known to Gametime. Prior to distribution of notice, and again in the event that the Short Form Notice is returned as undeliverable, the Settlement Administrator shall perform a search on the National Change of Address search. The Settlement Administrator shall re-mail any returned Short Form Notice to any updated address within ten (10) days from receipt of the returned notice. Class Members shall have an additional thirty (30) days from the date that any re-mailed notice is sent to submit a claim or request exclusion from or object to the Settlement. Within 15 days of the Court's entry of the Preliminary Approval Order, Gametime shall provide the Settlement Administrator with the names, addresses and email addresses of any Settlement Class Members known to it.

The Settlement Administrator shall provide a declaration under penalty of perjury to the Court in connection with a motion for entry of the Preliminary Approval Order that the notice provides sufficient reach and frequency to alert Settlement Class Members to the pendency of the Action and their rights thereunder.

4.2. Requests for Exclusion. The Notice shall inform Settlement Class Members that they may exclude themselves from the Settlement Class by emailing or mailing to the Settlement Administrator a written request for exclusion that is emailed or postmarked no later than the Exclusion/Objection Deadline, *i.e.*, no later than ninety (90) days after the entry of the Preliminary Approval Order. To be effective, the request for exclusion must include (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. The Settlement Administrator shall accept any request for exclusion as valid if it can reasonably ascertain the Class Member's identity and the Class Member's desire to be excluded from the Settlement. Upon the Settlement Administrator's receipt of a timely and valid exclusion request, the Settlement Class Member shall be deemed excluded from the Settlement Class and shall not be entitled to any benefits of this Settlement. A Settlement Class Member may request to be excluded from the Settlement only on the Settlement Class Member's own behalf; a Settlement Class Member may not request that other Settlement Class Members (or a group or subclass of Settlement Class Members) be excluded from the settlement. The Settlement Administrator shall provide copies of all timely and valid exclusion requests to Settlement Class Counsel and Gametime's Counsel. A list of the Settlement Class Members who have timely and validly excluded themselves from the Settlement Class pursuant to this Section 4.2 shall be attached to the Final Approval Order or otherwise recorded by the Court.

4.3. Objections. The Notice shall inform Settlement Class Members that, if they do not request exclusion from the Settlement Class, they have the right to object to the proposed Settlement only by complying with the objection provisions set forth in this Section 4.3. Settlement Class Members who object to the proposed Settlement shall remain Settlement Class Members, and shall have voluntarily waived their right to pursue any independent

remedy for the Released Claims against the Released Parties. Any Settlement Class Member who wishes to object to the proposed Settlement must either (1) appear in person at the Final Approval Hearing; or (2) email or mail to the Settlement Administrator a written objection that is emailed or postmarked or filed no later than the Exclusion/Objection Deadline, *i.e.*, no later than ninety (90) days after the entry of the Preliminary Approval Order. To be effective, an objection must (a) include the case name and case number; (b) contain 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 like 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) contain 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. The Settlement Administrator shall accept any objection as valid if it can reasonably ascertain the Class Member’s identity and the substance of the Class Member’s objection. If the Objector or his or her attorney intends to present evidence at the Final Approval Hearing, the objection must contain the following information: 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.

4.4. Distribution of Credit Vouchers.

(a) Unless otherwise directed by the Court, within sixty (60) days after the Effective Date, Gametime shall provide the Settlement Administrator with a unique one-time use code for each Settlement Class Member that will allow the Settlement Class Member to access his, her or its Credit Voucher. Gametime shall be deemed to have complied with this Section 4.4(a) if it provides the Settlement Administrator with the one time use code for each Settlement Class Member on or before the deadlines set forth in this Section. The Settlement Class Member shall have responsibility for distributing the one-time use codes to each Settlement Class Member within ninety (90) days of the Effective Date via email at the most recent email address to which the Short Form Notice was sent or, in the event there was no valid email address for the Settlement Class Member, via first class mail to the Settlement Class Member’s most recent postal address.

(b) The Credit Vouchers shall be valid for sixty (60) months after issuance and shall not be transferable. If a Credit Voucher is not redeemed in full for a purchase within twelve (12) months following its distribution, Gametime shall send a reminder to the Settlement Class Member regarding the Credit Voucher either at the email address on file for the Settlement Class Member and, if no email address is on file, by first class mail to the Settlement Class Member’s address on file.

(c) No deductions for taxes will be taken from any Credit Voucher at the time of distribution. Settlement Class Members are responsible for paying all taxes due on such Credit Vouchers. Under no circumstance shall Gametime be held liable for any tax payments with respect to the Credit Vouchers. All Credit Vouchers shall be deemed to be paid solely in the year in which such payments are actually issued. Neither Settlement Class Counsel nor Gametime’s Counsel

purport to provide legal advice on tax matters. To the extent this Agreement, or any of its exhibits or related materials, is interpreted to contain or constitute advice regarding any U.S. Federal or any state tax issue, such advice is not intended or written to be used, and cannot be used, by any person or entity for the purpose of avoiding penalties under the Internal Revenue Code or any state's tax laws.

4.5. Finality of Settlement. The Settlement shall become final and effective on the Effective Date.

5. FINAL JUDGMENT AND RELEASES.

5.1. Approval of this Agreement. Counsel for all Parties will jointly take all necessary and appropriate steps to secure the Court's approval of this Agreement. The Parties intend to use their best efforts to obtain approval of the Settlement and entry of the orders contemplated herein, including, without limitation, seeking certification of a Settlement Class and the entry of Preliminary and Final Approval Orders. Settlement Class Counsel shall prepare and file motions seeking preliminary and final approval, which are subject to Gametime's reasonable review and approval. Gametime may, but is not required to, submit a memorandum or evidence in support of preliminary or final approval. Gametime shall not be responsible for justifying to the Court the amount of any Settlement Class Representative Service Award or any Settlement Class Counsel Attorneys' Fees and Costs Award, and Gametime shall have no obligation to provide or submit any materials to justify any such awards.

5.2. Final Approval Order and Judgment. The Settlement is contingent upon entry of a Final Approval Order approving the terms and conditions of this Agreement, and judgment thereon. No later than forty-two (42) days before the date of the Final Approval Hearing, the Settlement Class Representative and Settlement Class Counsel shall file a motion seeking the Court's entry of the Final Approval Order, substantially in the form attached hereto as Exhibit D. Such motion shall include the total amount of Notice and Settlement Administration Costs the Settlement Administrator is seeking to be paid in connection with work performed or that will be performed pursuant to the Settlement Administrator's obligations under the Agreement. Oppositions, if any, to the motion seeking the Court's entry of the Final Approval Order shall be filed twenty-eight (28) days before the Final Approval Hearing. Any replies in further support of the motion seeking the Court's entry of the Final Approval Order shall be filed fourteen (14) days before the date of the Final Approval Hearing.

5.3. Effect of Agreement if Settlement Is Not Preliminarily Approved. This Agreement is entered into only for the purpose of Settlement. If preliminary certification of the Settlement Class does not occur, then the Parties agree to resume settlement discussions in good faith for at least fourteen (14) days or other time period mutually agreed upon by the Parties. If after 14 days or other time period mutually agreed upon by the Parties, the Parties have not agreed to amended or revised settlement terms, then the Parties shall jointly request that the Court reset all pre-trial and trial deadlines and dates.

5.4. Effect of Agreement if Settlement Is Not Preliminarily or Finally Approved. Subject to Section 5.3 above, if approval of the Settlement does not occur, then the Settlement shall be void, shall have no force or effect and shall impose no obligations on the Parties. Under

such circumstances, this Agreement may *not* be introduced into evidence under any circumstances, including but not limited to in connection with any motion for class certification. The intent of this Section 5.4 is that, if approval is denied, the Parties will revert to their positions immediately prior to settlement, and the Action will resume without prejudice to any party (*i.e.*, to their positions *ab initio*). In the event of such a reversion, the Parties agree that no class will be deemed to have been certified and that the proposed or actual certification of a settlement class will not be urged or considered as a factor in any proceeding.

5.5. Entry of Judgment and Retention of Jurisdiction to Enforce. Upon entry of the Final Approval Order and accompanying Judgment, except as to any Settlement Class Members who have validly and timely requested exclusion, all Claims in the Action shall be dismissed with prejudice pursuant to this Settlement. Dismissal with prejudice is a material term of this Settlement. The Court shall retain jurisdiction over the parties to enforce the terms of the judgment.

6. ADDITIONAL PROVISIONS

6.1. No Admission of Liability or Wrongdoing. This Agreement reflects the compromise and settlement of disputed claims among the Parties. Its constituent provisions, and any and all drafts, communications and discussions relating thereto, shall not be construed as, used for or deemed to be evidence of an admission or concession of any point of fact or law by any person or entity, including Gametime, and shall not be offered or received in evidence or requested in discovery in the Action or any other litigation or proceeding as evidence of an admission or concession. Gametime has denied and continues to deny each of the claims and contentions alleged by the Settlement Class Representative in the Action. Gametime has asserted and continues to assert defenses thereto, and Gametime has expressly denied and continues to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the various complaints in the Action.

6.2. Termination. If the Court for any reason does not enter any material part of the Preliminary Approval Order or the Final Approval Order or Judgment, or if any of those Orders (with the exception of any provision of these Orders relating to any Settlement Class Representative Service Award or any Settlement Class Counsel Attorneys' Fees and Costs Award) is materially modified, reversed or set aside on further judicial review, or if for any other reason the Settlement does not become final, or if the Court or a reviewing court takes any action to expand, impair, or reduce the scope or effectiveness of the Releases set forth in Section 3.5 or to impose greater financial or other burdens on Gametime than those contemplated in this Agreement, then either Party shall have the option of terminating this Agreement. If a Party exercises this option, this Agreement shall become null and void *ab initio* without prejudice to the *status quo ante* rights, positions and privileges of the Parties, except as otherwise expressly provided herein. In the event of a termination, this Agreement shall have no force or effect and the Parties will return to the *status quo ante* in the Action as it existed prior to settlement. The Parties will also be prohibited from using this Settlement and any settlement or mediation communications as evidence in the Action. The Parties further agree to cooperate in asking the Court to set a reasonable schedule for the resumption of the Action. If any party chooses to terminate this

agreement, it shall be solely responsible for paying the costs of the Settlement Administrator incurred prior to and as a result of the termination.

6.3. Publicity. The Parties will cooperate and agree not to make any public statements regarding this Settlement. In no event shall the Parties or their counsel make any public statements that disparage the business or reputation of the other Party (or their counsel in this action) based on the subject matter or the conduct of the Action.

6.4. Fair, Adequate and Reasonable Settlement. The Parties believe this Settlement is a fair, adequate and reasonable settlement of the Action and have arrived at this Settlement through arms-length negotiations, taking into account all relevant factors, present and potential. This Settlement was reached after negotiations that included a mediation session and extensive follow-up negotiations.

6.5. Stay and Bar of Other Proceedings. Pending determination of whether the Settlement should be granted final approval, the Parties agree not to pursue any claims or defenses otherwise available to them in the Action, and no Settlement Class Member, either directly, on a representative basis, or in any other capacity, will commence or prosecute any action or proceeding against any of the Released Parties asserting any of the Released Claims, pending final approval of the Settlement; nor shall any third party do so on their behalf.

6.6. Real Parties in Interest. In executing this Agreement, Settlement Class Representative, on behalf of himself and the Settlement Class, represent and warrant that, to his knowledge, Settlement Class Members are the only persons having any interest in any of the Claims that are described or referred to herein, or in any of the pleadings, records, and papers in the Action and, except as provided herein, neither said Claims nor any part thereof have been assigned, granted or transferred in any way to any other person, firm or entity.

6.7. Voluntary Agreement. This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of the Parties or of any other person, firm or entity.

6.8. Binding On Successors. This Agreement shall bind and inure to the benefit of the respective past, present and future, parents, subsidiaries, affiliates, predecessors, directors, officers, employees, agents, successors, assigns, legatees, heirs and personal representatives of each of the Parties.

6.9. Parties Represented by Counsel. The Parties hereby acknowledge that they have been represented in negotiations for and in the preparation of this Agreement by independent counsel of their own choosing, that they have read this Agreement and have had it fully explained to them by such counsel and that they are fully aware of the contents of this Agreement and of its binding nature and legal effect.

6.10. Reliance. This Agreement is executed without reliance upon any representations by Plaintiff and the Class or their agents, on the one hand, and Gametime and its agents, on the other hand.

6.11. Authorization. Each Party warrants and represents that there are no liens, or claims of lien, or assignments in law or equity or otherwise of or against any of the claims or causes of

action released herein by that Party and, further, that each Party is fully entitled and duly authorized to give this complete and final release and discharge.

6.12. Construction and Interpretation. Neither the Parties nor any of the Parties' respective attorneys shall be deemed the drafter of this Agreement for purposes of interpreting any provision hereof in any judicial or other proceeding that may arise between or among them. The Parties waive the application of any applicable law, regulation, holding or rule of construction providing that ambiguities in an agreement shall be construed against the party drafting such agreement.

6.13. Headings. The various headings used in this Agreement are solely for the convenience of the Parties and shall not be used to interpret this Agreement.

6.14. Exhibits. The exhibits to this Agreement constitute material parts of this Agreement and are incorporated by reference herein.

6.15. Effect of Weekends and Holidays. If any date or deadline in this Agreement falls on a Saturday, Sunday or federal holiday, the next business day following the date or deadline shall be the operative date.

6.16. Merger and Integration. This Agreement—including the Recitals to this Agreement, which are contractual in nature and form a material part of this Agreement—contains the entire, complete and integrated statement of each and every term and condition agreed to by and among the Parties, is not subject to any term or condition not provided for herein and supersedes, extinguishes and replaces all previous agreements, discussions and negotiations. This Agreement shall not be modified in any respect except by a writing executed by duly authorized representatives of all Parties hereto. In entering into this Agreement, no Party has made or relied on any warranty or representation not specifically set forth herein. There shall be no waiver of any term or condition absent an express writing to that effect by the Party to be charged with that waiver. No waiver of any term or condition in this Agreement by any Party shall be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Agreement.

6.17. Modifications and Amendments. No amendment, change or modification of this Agreement or any part thereof shall be valid unless in writing signed by the Parties.

6.18. Governing Law. This Agreement is entered into in accordance with the laws of the State of California and shall be governed by and interpreted in accordance with the laws of the State of California, without regard to any conflicts of laws principles.

6.19. Further Assurances. Each of the Parties hereto shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts or things reasonably necessary in connection with the performance of its obligations hereunder to carry out the express intent of the Parties hereto.

6.20. Continuing Jurisdiction. The parties shall ask the Court to retain jurisdiction over the interpretation, effectuation and implementation of this Agreement.

6.21. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies of executed copies of this Agreement may be treated as originals.

6.22. Notice. Any notice required or permitted to be given in connection with this Agreement shall be served by email to the parties identified below and a copy shall be sent by email to all counsel of record at their respective email addresses of record:

If to Plaintiffs:

Kashif Haque
Samuel A. Wong
Alex Valle
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
khaque@aegislawfirm.com
swong@aegislawfirm.com
avalle@aegislawfirm.com

If to Defendants:


Molly Moriarty Lane, Esq.
Morgan Lewis & Bockius, LLP
One Market
Spear Street Tower
San Francisco, California 94105
Molly.Lane@morganlewis.com

Dave Zaragoza
Chief Financial Officer
Gametime United Inc.
548 Market Street
PMB 70955
San Francisco, CA 94104
Legal_Notice@gametime.co

IN WITNESS WHEREOF, each of the signatories has read and understood this Agreement, has executed it, and represents that he or she is authorized to execute this Agreement on behalf of the Party or Parties he or she represents, who or which has agreed to be bound by its terms and has entered into this Agreement.


Agreed to by:

FOR GAMETIME UNITED, INC.:

By: 
David Zaragoza (Feb 12, 2026 15:09:21 EST)

Dave Zaragoza
Chief Financial Officer
GAMETIME UNITED, INC.

Date: Feb 12, 2026

By: 

Molly Moriarty Lane
MORGAN, LEWIS & BOCKIUS LLP
Counsel for Gametime United, Inc.

Date: February 19, 2026

FOR THE SETTLEMENT CLASS REPRESENTATIVE, SETTLEMENT CLASS COUNSEL, AND THE SETTLEMENT CLASS:

By: _____
Thomas Backer

Date: _____

By: _____
Kashif Haque
Alex J. Valle
AEGIS LAW FIRM, PC
Counsel for Plaintiff and the Settlement Class

Date: _____

FOR GAMETIME UNITED, INC.:


By: _____
Dave Zaragoza
Chief Financial Officer
GAMETIME UNITED, INC.

Date: _____


By: _____
Molly Moriarty Lane
MORGAN, LEWIS & BOCKIUS LLP
Counsel for Gametime United, Inc.

Date: _____

FOR THE SETTLEMENT CLASS REPRESENTATIVE, SETTLEMENT CLASS COUNSEL, AND THE SETTLEMENT CLASS:

By: _____

thomas backer (Feb 24, 2026 17:03:58 PST)
Thomas Backer

Date: 2/24/2026

By: _____

Kashif Haque
Alex J. Valle
AEGIS LAW FIRM, PC
Counsel for Plaintiff and the Settlement Class

Date: February 19, 2026

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$2.74M Gametime United Settlement Resolves Class Action Lawsuit Over Allegedly Hidden Ticket Fees](#)
