

**IN THE CIRCUIT COURT OF LAKE COUNTY, ILLINOIS  
NINETEENTH JUDICIAL CIRCUIT**

ESTEBAN PALMA and SERGIO GUTIERREZ,  
individually and on behalf of all others similarly  
situated,

Plaintiffs,

v.

FORMULA ONE DIGITAL MEDIA LIMITED,

Defendant.

Case No. 2025LA00000329

**CLASS ACTION SETTLEMENT AGREEMENT**

This Agreement (“Agreement” or “Settlement Agreement”) is entered into by and among (i) Plaintiffs Esteban Palma and Sergio Gutierrez (the “Plaintiffs”); (ii) the Settlement Class (as defined herein); and (iii) Defendant Formula One Digital Media Limited (“Defendant”).

Plaintiffs and the Defendant are collectively referred to herein as the “Parties.” 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, and subject to the final approval of the Court.

**RECITALS**

A. This putative class action was originally filed on May 30, 2024 in Illinois state court before it was removed to the Northern District of Illinois. The material allegations of the complaint center on Defendant’s alleged disclosure of its subscribers’ personally identifiable information to a third-party without permission in violation of the Video Privacy Protection Act, 18 U.S.C. § 2710 *et seq.* (the “VPPA”). *Gutierrez v. Formula One Digital Media Ltd. et al.* (“*Formula One*”), Case No. 1:24-cv-05770 (N.D. Ill.) (“*Gutierrez*”).

**B.** Subsequent to the filing of the original *Gutierrez* action, on July 29, 2024, Plaintiff Esteban Palma filed a class action complaint against Defendant in the United States District Court for the Eastern District of New York also alleging violations of the VPPA. *Palma v. Formula One Digital Media Ltd. et al.* (“*Formula One*”), 1:24-cv-05283 (E.D.N.Y.) (“*Palma*”).

**C.** Following Defendant’s efforts to dismiss the *Palma* matter based on the first-filed rule, on October 25, 2024, the *Gutierrez* plaintiff voluntarily dismissed his case pursuant to Fed. R. Civ. P. 41(a)(1)(A)(i). Pl.’s Notice of Voluntary Dismissal, *Gutierrez*, No. 1:24-cv-05770 (N.D. Ill. Oct. 25, 2024) ECF No. 29.

**D.** On November 13, 2024, the parties appeared before Magistrate Judge Peggy Kuo for a status conference in the *Palma* matter. The Court adopted the parties’ joint proposed deadlines for Plaintiff Palma to file an amended complaint by December 2, 2024, and for Defendant to answer by December 16, 2024. *Palma*, No. 1:24-cv-05283, ECF No. 18. The Court ordered a proposed joint discovery plan to be submitted by January 10, 2025.

**E.** On November 27, 2024, Plaintiff Palma filed a First Amended Complaint pursuant to Fed. R. Civ. P. 15(a)(1)(A) in the *Palma* matter. *Id.*, ECF No. 19.

**F.** On December 16, 2024, Defendant filed an answer to the First Amended Complaint. *Id.*, ECF No. 20.

**G.** On January 7, 2025, the Parties agreed to private mediation.

**H.** On January 21, 2025, the Court agreed to defer entry of a scheduling order until the outcome of the mediation. *Id.*, Min. Entry and Order.

**I.** From the outset of the case, Defendant has maintained that it obtained consent for the supposed disclosure of any video watching information due to the presence of, among other things, its cookie preference center and consent management platform.

**J.** The Parties engaged in direct communications, and as part of their obligations under Fed. R. Civ. P. 26, discussed the prospect of resolution. Those discussions led to an agreement between the Parties to engage in mediation before Marc Isserles of JAMS, New York.

**K.** As part of the mediation, and in order to competently assess their relative negotiating positions, the Parties exchanged informal discovery, including on issues such as the size and scope of the putative class, and certain facts related to the strength of Defendant's defenses. Given that the information exchanged was similar to the information that would have been provided in formal discovery related to the issues of class certification and summary judgment, the Parties had sufficient information to assess the strengths and weaknesses of the claims and defenses.

**L.** The mediation took place on March 11, 2025, and lasted into the evening. While the Parties engaged in good faith negotiations, which at all times were at arms' length, they failed to reach an agreement at the mediation. However, because the Parties felt they had made progress, they stipulated to extend the stay to continue their mediation efforts, which the Court granted. *Id.*, ECF No. 28.

**M.** On March 17, 2025, Mediator Isserles made a mediator's proposal to resolve the Action, and, on March 24, 2025, the Parties accepted the proposal. On April 8, 2025, the Parties reached agreement on all material terms of a class action settlement and executed a term sheet.

**N.** On April 14, 2025, pursuant to the term sheet reached by the Parties, and in order to effectuate the Settlement, the Parties filed a stipulation of dismissal in the *Palma* matter (No. 1:24-cv-05283, ECF No. 31) and subsequently refiled a consolidated class action complaint on behalf of both Plaintiffs Gutierrez and Palma in the Circuit Court of Lake County Illinois. *Gutierrez et al. v. Formula One Digital Media Limited*, 2025LA00000329.

O. At all times, Defendant has denied and continues to deny any wrongdoing whatsoever and has denied and continues to deny that it committed, or threatened or attempted to commit, any wrongful act or violation of law or duty alleged in the Action. Defendant specifically denies that it is liable for damages, penalties, interest, attorneys' fees or costs, or any other remedies, and denies that any claim asserted by the Plaintiffs is suitable for class treatment other than for settlement purposes. Nonetheless, taking into account the uncertainty and risks inherent in any litigation, Defendant has concluded 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. This Agreement is a compromise, and the Agreement, any related documents, and any negotiations resulting in it shall not be construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing on the part of Defendant, or any of the Released Parties (defined below), with respect to any claim of any fault or liability or wrongdoing or damage whatsoever.

P. Plaintiffs believe that the claims asserted in the Action against Defendant have merit and that they would have prevailed at summary judgment and/or trial. Nonetheless, Plaintiffs and Class Counsel (as defined herein) recognize that Defendant has raised factual and legal defenses that present a risk that Plaintiffs may not prevail. Plaintiffs and Class Counsel also recognize the expense and delay associated with continued prosecution of the Action against Defendant through class certification, summary judgment, trial, and any subsequent appeals. Plaintiffs and Class Counsel have also taken into account the uncertain outcome and risks of litigation, especially in complex class actions, as well as the difficulties inherent in such litigation. Therefore, Plaintiffs believe it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice. Based on their evaluation, Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and

adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to settle the claims raised in the Action pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs, the Settlement Class, and each of them, and Defendant, by and through its undersigned counsel that, subject to final approval of the Court after a hearing or hearings as provided for in this Settlement Agreement, in consideration of the benefits flowing to the Parties from the Agreement set forth herein, that the Action and the Released Claims shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement.

## **AGREEMENT**

### **1. DEFINITIONS**

As used in this Settlement Agreement, the following terms have the meanings specified below:

**1.1 “Action”** means *Gutierrez et al. v. Formula One Digital Media Ltd.*, No. 2025LA00000329, pending in the Circuit Court for Lake County, Nineteenth Judicial Circuit.

**1.2 “Approved Claim”** means a Claim Form submitted by a Settlement Class Member that is (a) submitted timely and in accordance with the directions on the Claim Form and the provisions of the Settlement Agreement; (b) fully and truthfully completed by a Settlement Class Member with all of the information requested in the Claim Form; (c) signed by the Settlement Class Member, physically or electronically; and (d) approved by the Settlement Administrator pursuant to the provisions of this Agreement. An Approved Claim must attest that during the relevant time frame the Settlement Class Member (1) had a Formula 1 account or subscription (and the Settlement Class Member must provide the email address associated with that account); and (2) accessed or viewed a pre-recorded video on any of the Formula 1 Digital

Properties. If the total value of all Approved Claims exceeds the funds available for distribution to Settlement Class Members, then the amounts of the cash payments will be reduced pro rata.

**1.3 “Cash Payment”** means the payment of up to \$17.00 USD made to Settlement Class Members who complete the claims process and submit an Approved Claim. Cash Payments shall be subject to the Net Settlement Benefit Cap.

**1.4 “Claim Form”** means the document substantially in the form attached hereto as **Exhibit A**, as approved by the Court. The Claim Form, to be completed by Settlement Class Members who wish to file a Claim for a payment, shall be available in electronic and paper format in the manner described below.

**1.5 “Claims Deadline”** means the date by which all Claim Forms must be postmarked or received to be considered timely and shall be set as a date no later than sixty (60) days after the Notice Date. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Notice and the Claim Form.

**1.6 “Class Counsel”** means Yitzchak Kopel of Bursor & Fisher, P.A. and Eugene Y. Turin and Jordan R. Frysinger of McGuire Law, PC.

**1.7 “Class Period”** means from May 1, 2022 until the date of Preliminary Approval.

**1.8 “Class Representatives”** means the named Plaintiffs in this Action, Esteban Palma and Sergio Gutierrez.

**1.9 “Court”** means the Circuit Court of Lake County, Illinois, Nineteenth Judicial Circuit.

**1.10 “Defendant”** means Formula One Digital Media Limited.

**1.11 “Defendant’s Counsel”** means Kathy J. Huang, Rachel E. K. Lowe, and Terance A. Gonsalves of Alston & Bird LLP.

**1.12 “Formula 1 Digital Properties”** means the websites <https://formula1.com> or <https://f1tv.formula1.com>, any subdomains, and any Formula 1 applications operated by Defendant.

**1.13 “Effective Date”** means ten (10) days after which all of the events and conditions specified in Paragraph 9.1 have been met and have occurred.

**1.14 “Federal Action”** means *Palma v. Formula One Digital Media Ltd.*, Case No. 1:24-cv-05283-OEM-PK, which was pending in the United States District Court for the Eastern District of New York and was voluntarily dismissed without prejudice on April 14, 2025.

**1.15 “Fee Award”** means the amount of attorneys’ fees, costs, and expenses awarded by the Court to Class Counsel, which will be paid out of the Settlement Benefit Cap.

**1.16 “Final”** means one business day following the latest-in-time of the following events: (i) the date upon which the time expires for filing or noticing any appeal of the Court’s Final Judgment approving the Settlement Agreement; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award, the date of completion, in a manner that finally affirms and leaves in place the Final Judgment without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or *certiorari*, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); or (iii) if there is an appeal that involves the fee award in addition to other issues, date of final dismissal of any appeal or the final dismissal of any proceeding on *certiorari*.

**1.17 “Final Approval Hearing”** means the hearing before the Court where the Parties will request the Final Judgment to be entered by the Court approving the Settlement Agreement, the Fee Award, and the incentive award to the Class Representatives.

**1.18 “Final Judgment”** means the Final Judgment and Order to be entered by the Court approving the Agreement after the Final Approval Hearing.

**1.19 “Net Settlement Benefit Cap”** means the Settlement Benefit Cap less (i) any Fee Award that is awarded by the Court; (ii) any incentive awards that are awarded by the Court; and (iii) any Settlement Administration Expenses that are awarded by the Court. The Net Settlement Benefit Cap shall be used to pay any Approved Claims submitted by Settlement Class Members for Cash Payments.

**1.20 “Notice”** means the notice of this proposed Class Action Settlement Agreement and Final Approval Hearing, which is to be sent to the Settlement Class substantially in the manner set forth in this Agreement, is consistent with the requirements of Due Process, Federal Rules of Civil Procedure Rule 23, and is substantially in the form of **Exhibits B and C** hereto.

**1.21 “Notice Date”** means the date by which the Notice set forth in Paragraph 4.1 is complete, which shall be no later than thirty (30) days after Preliminary Approval.

**1.22 “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 Class must be made, which shall be designated as a date no later than forty-five (45) days after the Notice Date and no sooner than fourteen (14) days after papers supporting the Fee Award and Final Approval are filed with the Court and posted to the settlement website listed in Paragraph 4.1(d), or such other date as ordered by the Court in the Action.

**1.23 “Person”** shall mean, without limitation, any individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors,



successors, representatives, or assigns. “Person” is not intended to include any governmental agencies or governmental actors, including, without limitation, any state Attorney General office.

**1.24 “Plaintiffs”** means Esteban Palma and Sergio Gutierrez.

**1.25 “Preliminary Approval”** means the Court’s certification of the Settlement Class for settlement purposes, preliminary approval of this Settlement Agreement, and approval of the form and manner of the Notice.

**1.26 “Preliminary Approval Order”** means the order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice thereof to the Settlement Class, which will be agreed upon by the Parties and submitted to the Court in conjunction with Plaintiffs’ motion for preliminary approval of the Agreement.

**1.27 “Released Claims”** means any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contract or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees, and/or obligations (including “Unknown Claims” as defined below), whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, whether based on the Action, the Video Privacy Protection Act (“VPPA”), 18 U.S.C. § 2710, and or other state, federal, local, statutory, or common law or any other law, rule or regulation, against the Released Parties, or any of them, arising out of any facts, transactions, events, matters occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding the alleged disclosure, use, interception or transfer of information of or related to the Settlement Class Members arising out of their use of the Formula 1 Digital Properties.

**1.28 “Released Parties”** means Defendant Formula One Digital Media Limited, as well as any and all of its respective present or past heirs, executors, estates, administrators,

predecessors, successors, assigns, parent companies, subsidiaries, divisions, licensors, licensees, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, reinsurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

**1.29 “Releasing Parties”** means Plaintiffs and Settlement Class Members who do not timely and properly opt out of the Settlement Class, and all of their respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, reinsurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

**1.30 “Settlement Administration Expenses”** means the fees and expenses incurred by the Settlement Administrator in providing Notice, processing claims, responding to inquiries from members of the Settlement Class, sending payment for Approved Claims, and related services. Settlement Administration Expenses shall be capped at \$300,000.00.

**1.31 “Settlement Administrator”** means any reputable administration company that has been selected by the Parties and approved by the Court to oversee the distribution of Notice, as well as the processing and payment of Approved Claims to the Settlement Class as set forth in this Agreement.

**1.32 “Settlement Benefit Cap”** shall mean the gross amount of five million five hundred thousand United States dollars (\$5,500,000.00 USD) that shall represent Defendant’s

maximum financial obligation in this matter. In no event shall the total out-of-pocket costs paid by Defendant exceed the Settlement Benefit Cap. The following shall be subject to the Settlement Benefit Cap: (i) all Approved Claims for Cash Payments submitted by Settlement Class; (ii) the Settlement Administration Expenses; (iii) the Fee Award; and (iv) any incentive awards to the Class Representatives, as may be ordered by the Court.

**1.33 “Settlement Class”** means all persons who had any Formula 1 account and accessed any Formula 1 Digital Properties in the United States and watched a pre-recorded video between May 1, 2022 to the date the Settlement is preliminarily approved. Excluded from the Settlement Class are (i) Defendant, any entity in which the Defendant has a controlling interest, and Defendant’s officers, directors, legal representatives, successors, parent companies, subsidiaries, affiliates, and assigns; (ii) any judge, justice, or judicial officer presiding over the Action and the members of their immediate families and judicial staff; (iii) any individual who timely and validly opts out of the Settlement; and (iv) all individuals who on or before the date the Court enters the Preliminary Approval Order filed or served with AAA a written arbitration demand against Formula 1 alleging a violation of the VPPA relating to the Formula 1 Digital Properties.

**1.34 “Settlement Class Member”** means a Person who falls within the definition of the Settlement Class as set forth above and who has not submitted a valid request for exclusion.

**1.35 “Unknown Claims”** means claims that could have been raised in the Action and that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him or her, 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. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived

and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH 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.

Upon the Effective Date, the Releasing Parties also shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable, or equivalent to California Civil Code section 1542. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Paragraph.

**1.36 “Video Viewing Information”** shall mean any information which identifies a person as having requested or obtained specific video materials or services from a video tape service provider and is not in the ordinary course of business as defined by VPPA.

## **2. SETTLEMENT RELIEF**

### **2.1 Payments to Settlement Class Members.**

**(a)** Settlement Class Members shall have until the Claims Deadline to submit an Approved Claim. Each Settlement Class Member with an Approved Claim shall be entitled to receive a cash payment of no more than \$17.00 USD.

**(b)** All Cash Payments shall be subject to the Settlement Benefit Cap of \$5,500,000.00. In the event that Approved Claims for Cash Payments exceed the Net Settlement Benefit Cap, all Cash Payments shall each be reduced *pro rata*.

(c) Each Settlement Class Member will receive his or her Cash Payment via check or any form of electronic payment agreed upon by the parties. Checks for Cash Payments will be sent via first class U.S. mail to the Settlement Class Members who submitted such Approved Claims.

(d) Within fourteen (14) days of the Final Judgment, Defendant shall establish a fund containing its anticipated payment of any Approved Claims for Cash Payments (the “Cash Payment Fund”). Within ten (10) days of the Effective Date, Defendant shall wire the proceeds of the Cash Payment Fund to the Settlement Administrator for distribution to Settlement Class Members. Payments to all Settlement Class Members with Approved Claims shall be made within forty-five (45) days after the Effective Date.

(e) All cash payments issued to Settlement Class Members via check will state on the face of the check that it will expire and become null and void unless cashed within one hundred and eighty (180) days after the date of issuance. Those Settlement Class Members whose cash benefit checks are not cleared within one hundred eighty (180) days after issuance will be ineligible to receive a cash settlement benefit, and Defendant will have no further obligation to make any payment pursuant to this Settlement Agreement or otherwise to such Settlement Class members. Unpaid funds from uncleared checks will revert back to Defendant.

(f) A maximum of one claim, submitted on a single Claim Form, may be submitted by each Settlement Class Member. An Approved Claim must confirm that during the Class Period, the claimant (1) had a Formula 1 account or subscription; and (2) accessed or viewed a pre-recorded video on any of the Formula 1 Digital Properties.

(g) Settlement Class Members that receive a Settlement Payment shall be solely responsible for the reporting and payment of their share of any federal, state, and/or local income or other taxes on payments received pursuant to this Settlement Agreement.

**2.2 Injunctive Relief.** Defendant will add the word “video” to its website consent management platform disclosure unless and until (1) the VPPA is amended, repealed, or otherwise invalidated by judicial decision as applied to the use of website/app tracking technology, or (2) Defendant obtains consent for the disclosure of the video viewing information by other means, or (3) Defendant ceases using website technology that discloses video viewing information in a manner configured to disclose personally identifiable information (PII). Plaintiffs acknowledge that the Formula 1 Digital Properties already obtain opt-in consent prior to the disclosure of video-related information concerning any user, but the Parties disagree over whether that is sufficient under the VPPA. Nothing herein shall prohibit Defendant from disclosing non-video viewing information (information other than the specific video materials that a user has viewed) via trackers, pixels, tags, cookies, scripts, or software development kits (SDKs) on the Formula 1 Digital Properties.

### **3. RELEASE**

**3.1** The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Action and any and all Released Claims, as against all Released Parties.

**3.2** 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. 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.

#### 4. NOTICE TO THE CLASS

##### 4.1 The Notice Plan shall consist of the following:

(a) *Settlement Class List.* No later than fourteen (14) days after Preliminary Approval, Defendant shall produce an electronic list from its records that includes the names and email addresses, to the extent available, belonging to individuals with Formula 1 accounts or subscriptions registered in the United States during the Class Period. Class Counsel's assent to this Agreement shall constitute consent on behalf of the Settlement Class to disclose this information, consistent with the written consent provisions of the VPPA. This electronic document shall be called the "Class List," and shall be provided to the Settlement Administrator with a copy to Class Counsel. Class Counsel shall not use the Settlement Class List, or any information contained within it, for any other purposes other than administering the Settlement, and shall take reasonable measures to protect the information from any third-party disclosure. Class Counsel may not send advertisements, solicitations, or communications to the Settlement Class to solicit Class members to retain Class Counsel for any other matters or disputes.

(b) *Direct Notice.* In the event that the Court preliminarily approves the Settlement, no later than the Notice Date, the Settlement Administrator shall send Notice via email that is substantially in the form attached as **Exhibit B**, along with an electronic link to the Claim Form, to all Settlement Class Members for whom a valid email address is available in the Class List. In the event transmission of email notice results in any "bounce-backs," the Settlement Administrator shall, where reasonable, correct any issues that may have caused the "bounce-back" to occur and make a second attempt to re-send the email notice.

(c) *Reminder Notice.* Thirty (30) days prior to the Claims Deadline, the Settlement Administrator shall again send Notice via email substantially in the form attached as **Exhibit B** (with minor, non-material modifications to indicate that it is a reminder email rather

than an initial notice), along with an electronic link to the Claim Form, to all Settlement Class Members for whom a valid email address is available in the Class List.

(d) *Settlement Website.* Within thirty (30) days from entry of the Preliminary Approval Order, Notice shall be provided on a website at [www.formula1usvppasettlement.com](http://www.formula1usvppasettlement.com), which shall be administered and maintained by the Settlement Administrator and shall include the ability to file Claim Forms on-line. The Notice provided on the Settlement Website shall be substantially in the form of **Exhibit C** hereto.

(e) *Contact from Class Counsel.* Class Counsel, in their capacity as counsel to Settlement Class Members, may from time-to-time contact Settlement Class Members to provide information about the Settlement Agreement, answer any questions Settlement Class Members may have about the Settlement Agreement, and assist Settlement Class Members with filing claims insofar as such communication or correspondence is directly related to administering the Settlement.

**4.2** The Notice shall advise the Settlement Class of their rights, including the right to be excluded from, comment upon, and/or object to the Settlement Agreement or any of its terms. The Notice shall specify that any objection to the Settlement Agreement, and any papers submitted in support of said objection, shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the Person making the objection files notice of an intention to do so and at the same time (a) files copies of such papers he or she proposes to be submitted at the Final Approval Hearing with the Clerk of the Court, or alternatively, (b) if the objection is from a Class Member represented by counsel, files any objection through the Court's electronic filing system.



**4.3** Any Settlement Class Member who intends to object to this Agreement must present the objection in writing, which must be personally signed by the objector, and must include the following: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member, including information sufficient to (i) identify his or her Formula 1 account and (ii) that he or she was a Formula 1 account holder during the Class Period; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); and (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules).

**4.4** If a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption and amount of payment received.

**4.5** A Settlement Class Member may request to be excluded from the Settlement Class by sending a written request by email or mail postmarked on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice. To exercise the right to be excluded, a Person in the Settlement Class must timely send a written request for exclusion by email or mail to the Settlement Administrator as specified in the Notice, providing his/her name and address, a signature, the name and number of the case, and a statement that he or she wishes to be excluded from the Settlement Class for purposes of this settlement. A

request to be excluded that does not include all of this information, or that is sent to an address other than that designated in the Notice, or that is not sent by email or postmarked within the time specified, shall be invalid, and the Person(s) serving such a request shall be a member(s) of the Settlement Class and shall be bound as a Settlement Class Member by this Agreement, if approved. Any member of the Settlement Class who validly elects to be excluded from this Agreement shall not (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement. The request for exclusion must be personally signed by the Person requesting exclusion. So-called “mass” or “class” opt-outs shall not be allowed. To be valid, a request for exclusion must be postmarked or received by the date specified in the Notice.

**4.6** The Final Approval Hearing shall be no earlier than ninety (90) days after the Notice described in Paragraph 4.1(b) is provided.

**4.7** Any Settlement Class Member who does not, using the procedures set forth in this Agreement and the Notice, either seek exclusion from the Settlement Class or timely file a valid Claim Form shall not be entitled to receive any payment or benefits pursuant to this Agreement, but will otherwise be bound by all of the terms of this Agreement, including the terms of the Final Judgment to be entered in the Action and the Releases provided for in the Agreement, and will be barred from bringing any action against any of the Released Parties concerning the Released Claims.

**4.8** For the convenience of the Parties and Settlement Class Members, below is a schedule of all proposed deadlines:

EVENT	PROPOSED DEADLINE
Deadline to Provide Settlement Administrator with Class List	14 Days After Preliminary Approval Order
Notice Date	30 Days After Preliminary Approval Order
Motion for Attorneys' Fees	45 Days After Notice Date
Claims Deadline	60 Days After Notice Date
Objection/Exclusion Deadline	60 Days After Notice Date
Motion for Final Approval	75 Days After Notice Date
Final Approval Hearing	90 Days After Notice Date
Cash Payments Sent to Settlement Class Members	45 Days After Effective Date

## 5. SETTLEMENT ADMINISTRATION

**5.1** The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with information concerning Notice, administration, and implementation of the Settlement Agreement. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a report of all amounts from the Cash Payment Fund paid to Settlement Class Members on account of Approved Claims. Without limiting the foregoing, the Settlement Administrator shall do the following:

(a) Forward to Defendant's Counsel, with copies to Class Counsel, all original documents and other materials received in connection with the administration of the Settlement,

and all copies thereof, within thirty (30) days after the date on which all Claim Forms have been finally approved or disallowed in accordance with the terms of this Agreement;

(b) Receive requests to be excluded from the Settlement Class and other requests and 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;

(c) Provide weekly reports to Class Counsel and Defendant's Counsel, including without limitation, reports regarding the number of Claim Forms received, the number approved by the Settlement Administrator, and the categorization and description of Claim Forms rejected, in whole or in part, by the Settlement Administrator; and

(d) Make available for inspection by Class Counsel or Defendants Counsel the Claim Forms received by the Settlement Administrator at any time upon reasonable notice.

**5.2** The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud. The Settlement Administrator will reject any claim that does not comply in any material respect with the instructions on the Claim Form or the terms of Paragraphs 1.2 and/or 1.3 above, or is submitted after the Claims Deadline. Each claimant who submits an invalid Claim Form to the Settlement Administrator must be given a notice of the Claim Form's deficiency and an opportunity to cure the deficiency within twenty-one (21) days of the date of the notice. The Settlement Administrator may contact any Person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form.

**5.3** Defendant's Counsel and Class Counsel shall have the right to challenge the acceptance or rejection of a Claim Form submitted by 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 disputed submitted 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 Marc E. Isserles of JAMS for binding determination.

**5.4** In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Settlement Class Member.

## **6. TERMINATION OF SETTLEMENT**

**6.1** Subject to Paragraphs 9.1–9.3 below, Defendant or the Class Representatives on behalf of the Settlement Class, shall have the right 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; (iii) the Court's refusal to enter the Final Judgment in this Action in any material respect; (iv) the date upon which the Final Judgment is modified or reversed in any material respect by the Court of Appeals or the Supreme Court; or (v) the date upon which an Alternative Judgment, as defined in Paragraph 9.1(d) of this Agreement, is modified or reversed in any material respect by the Court of Appeals or the Supreme Court.

**6.2** Subject to Paragraphs 9.1–9.3 below, 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) business days of the following event: individuals comprising

more than fifty thousand (50,000) Settlement Class Members in total have timely and validly opted out of the Agreement in accordance with the procedure set forth in Paragraph 4.5 above.

**6.3** If Defendant seeks to terminate the Agreement on the basis of 6.2 above, the Parties agree that any dispute as to whether Defendant may invoke section 6.2 to terminate the Agreement that they cannot resolve on their own after reasonable, good-faith efforts, will be submitted to Marc Isserles of JAMS for binding determination.

**6.4** The Parties agree that the Court's failure to approve, in whole or in part, the Fee Award payment to Class Counsel and/or the incentive award set forth in Paragraph 8 below shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination. The procedures for any application for approval of attorneys' fees, expenses, or incentive awards are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement.

## **7. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER**

**7.1** Promptly after the execution of this Settlement Agreement, Class Counsel shall submit this Agreement together with its Exhibits to the Court and shall move the Court for Preliminary Approval of the Settlement set forth in this Agreement; certification of the Settlement Class for settlement purposes only; appointment of Class Counsel and the Class Representatives; and entry of a Preliminary Approval Order, which order shall set a Final Approval Hearing date and approve the Notice and Claim Form for dissemination substantially in the form of **Exhibits A, B, and C** hereto. The Preliminary Approval Order shall also authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to this Agreement) so long as they are consistent in all material

respects with the terms of the Settlement Agreement and do not limit or impair the rights of the Settlement Class.

**7.2** Defendant's agreement as to certification of the Settlement Class is solely for purposes of effectuating the Settlement and no other purpose. 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 out in this Settlement Agreement does not result in entry of the Final Approval Order and Final Judgment, if the Court's approval is reversed or vacated on appeal, if this Settlement is terminated as provided herein, or if the Settlement set forth in this Settlement otherwise fails to become effective. The Parties acknowledge that there has been no stipulation to any classes or certification of any classes for any purpose other than effectuating the Settlement, and that if the Settlement set forth in this Settlement Agreement is not finally approved, if the Court's approval is reversed or vacated on appeal, if this Settlement Agreement is terminated as provided herein, or if the Settlement set forth in this Settlement Agreement otherwise fails to become effective, this agreement as to certification of the Settlement Class becomes null and void *ab initio*, 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.

**7.3** At the time of the submission of this Agreement to the Court as described above, Class Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing and approve the Settlement of the Action as set forth herein.

**7.4** After Notice is given, the Parties shall request and seek to obtain from the Court a Final Judgment, which will (among other things)

(a) find that the Court has jurisdiction to approve the Agreement, including all exhibits thereto;

(b) approve the Settlement Agreement and the proposed Settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate the Agreement according to its terms and provisions; and declare the Agreement to be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and Releasing Parties;

(c) find that the Notice implemented pursuant to the Agreement (1) constitutes the best practicable notice under the circumstances; (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, their right to object to or exclude themselves from the proposed Agreement, and to appear at the Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and (4) meets all applicable requirements of the Illinois Code of Civil Procedure, the Due Process Clause of the United States, and Illinois Constitution, and the rules of the Court;

(d) find that the Class Representatives and Class Counsel adequately represent the Settlement Class for purposes of entering into and implementing the Agreement;

(e) dismiss the Action (including all individual claims and Settlement Class Claims presented thereby) on the merits and with prejudice, without fees or costs to any party except as provided in the Settlement Agreement;

(f) incorporate the Release set forth above, make the Release effective as of the date of the Effective Date, and forever discharge the Released Parties as set forth herein;



(g) permanently bar and enjoin all Settlement Class Members who have not been properly excluded from the respective Settlement Class from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in any jurisdiction based on the Released Claims;

(h) without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose; and

(i) incorporate any other provisions, as the Court deems necessary and just.

## **8. CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES; INCENTIVE AWARD**

**8.1** Defendant agrees that Class Counsel shall be entitled to an award of reasonable attorneys' fees and costs in an amount determined by the Court as the Fee Award. With no consideration given or received, Class Counsel will limit its petition for attorneys' fees, costs, and expenses to no more than 33.33 percent of the Settlement Benefit Cap (*i.e.*, \$1,833,333.33). Provided that Class Counsel limits its request for a Fee Award to this amount, Defendant shall not oppose Class Counsel's request for the Fee Award.

**8.2** Plaintiffs and Class Counsel understand and agree that any Fee Award under this Agreement will be the full, final, and complete payment of all attorneys' fees and costs arising from or relating to the representation of Plaintiffs and Settlement Class Members in the Action. This is a material condition of this Agreement. Plaintiffs and Class Counsel therefore hereby irrevocably and unconditionally release, acquit, and forever discharge any claim they may have against the Released Parties for attorneys' fees and costs arising from or relating to the individuals and matters identified in the Settlement Agreement. Further, Plaintiffs and Class

Counsel represent and warrant that no attorney, other than Class Counsel, has any attorneys' fee lien on or claim to any proceeds arising out of, by virtue of, or in connection with the Action.

**8.3** The Fee Award shall be payable within thirty (30) days after entry of the Court's Final Judgment, subject to Class Counsel executing the Undertaking Regarding Attorneys' Fees and Costs (the "Undertaking") attached hereto as **Exhibit D**, and providing all payment routing information and tax I.D. numbers for Class Counsel. Payment of the Fee Award shall be made by wire transfer to Bursor & Fisher, P.A., and McGuire Law, P.C., in accordance with wire instructions to be provided to the Settlement Administrator by Class Counsel and completion of necessary forms, including but not limited to W-9 forms. Notwithstanding the foregoing, if for any reason the Final Judgment is reversed or rendered void as a result of an appeal(s), then Class Counsel shall return such funds to Defendant. In addition, should any parties to the Undertaking dissolve, merge, declare bankruptcy, become insolvent, or cease to exist prior to the final payment to Settlement Class Members, those parties shall execute a new undertaking guaranteeing repayment of funds within fourteen (14) days of such an occurrence.

**8.4** Class Counsel intends to file a motion for Court approval of incentive awards for the Class Representatives, to be paid out of the Settlement Benefit Cap, in addition to any funds the Class Representatives stand to otherwise receive from the Settlement. With no consideration having been given or received for this limitation, the Class Representatives will seek no more than \$2,500 each as incentive awards. Such award shall be paid in the form of a check to the Class Representatives that is sent care of Class Counsel within thirty (30) days after the Effective Date.

**9. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION**

**9.1** The Effective Date of this Settlement Agreement shall not occur unless and until each of the following events occurs and shall be the date upon which the last (in time) of the following events occurs:

- (a) The Parties have executed this Agreement;
- (b) The Court has entered the Preliminary Approval Order;
- (c) The Court has entered an order finally approving the Agreement,

following Notice to the Settlement Class and a Final Approval Hearing, as provided in the Illinois Code of Civil Procedure, and has entered the Final Judgment, or a judgment consistent with this Agreement in all material respects; and

(d) The Final Judgment has become Final, as defined above, or, in the event that the Court enters an order and final judgment in a form other than that provided above (“Alternative Judgment”) and that has the consent of the Parties, such Alternative Judgment becomes Final.

**9.2** If some or all of the conditions specified in Paragraph 9.1 are not met, or in the event that this Agreement is not approved by the Court, or the Settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Settlement Agreement shall be canceled and terminated subject to Paragraph 6.1 unless Class Counsel and Defendant’s Counsel mutually agree in writing to proceed with this Agreement. If any Party is in material breach of the terms hereof, and fails to cure such material breach within thirty (30) days of notice, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to all of the Settling Parties.

**9.3** If this Agreement is terminated or fails to become effective for the reasons set forth in Paragraphs 6.1 and 9.1–9.2 above, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement. In such event, any Final

Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Agreement had never been entered into.

## **10. MISCELLANEOUS PROVISIONS**

**10.1** The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement, to secure final approval, and to defend the Final Judgment through any and all appeals. Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking Court approval of the Settlement Agreement, entry of the Preliminary Approval Order, and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Agreement.

**10.2** The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiffs, the Settlement Class, and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Action was brought by Plaintiffs or defended by Defendant, or each or any of them, in bad faith or on a frivolous basis.

**10.3** The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully the above and foregoing agreement and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

**10.4** Whether or not the Effective Date occurs or the Settlement Agreement is terminated, neither this Agreement nor the Settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the Settlement

(a) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission, concession or evidence of, the validity of any Released Claims, the truth of any fact alleged by the Plaintiffs, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the reasonableness of the settlement amount or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

(b) is, may be deemed, or shall be used, offered or received against Released Parties, as an admission, concession or evidence of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

(c) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Released Parties, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the Settlement, this Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Agreement. Further, if this Settlement Agreement is approved by the Court, any Party or any of the Released Parties may file this Agreement and/or the Final Judgment in any action that may be brought against such Party or Parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral

estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim;

(d) is, may be deemed, or shall be construed against Plaintiffs, the Settlement Class, the Releasing Parties, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and

(e) is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiffs, the Settlement Class, the Releasing Parties, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiffs' claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount.

**10.5** The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

**10.6** The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

**10.7** All of the Exhibits to this Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

**10.8** This Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements, and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents. This Agreement may be amended or modified

only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest. Notwithstanding the provisions of this Paragraph, all representations by Plaintiffs, Defendant, and their counsel set forth in the Parties' Term Sheet shall remain binding.

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

**10.10** Plaintiffs 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 same.

**10.11** Each counsel or other Person executing this Settlement Agreement, any of its Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such Person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms. Class Counsel in particular warrants that they are authorized to execute this Settlement Agreement on behalf of Plaintiffs and the Settlement Class (subject to final approval by the Court after notice to all Settlement Class Members), and that all actions necessary for the execution of this Settlement Agreement have been taken.

**10.12** This Agreement may be executed in one or more counterparts. Signature by digital means, facsimile, or in PDF format will constitute sufficient execution of this Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

**10.13** This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

**10.14** The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of

the Court for purposes of implementing and enforcing the Settlement embodied in this Agreement.

**10.15** This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.


**10.16** This Agreement is deemed to have been prepared by counsel for all Parties as a result of arm's-length negotiations among the Parties. Because all Parties have contributed substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.

**10.17** Where this Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel: Yitzchak Kopel, Bursor & Fisher, P.A., 1330 Avenue of the Americas, 32nd Floor, New York, NY 10019 and Eugene Y. Turin, McGuire Law, P.C., 55 W. Wacker Dr., 9th Fl., Chicago, IL 60601 for Plaintiffs; Kathy J. Huang and Rachel E. K. Lowe, Alston & Bird LLP, 350 South Grand Avenue, Los Angeles, CA 90071 for Defendant.

**IT IS SO AGREED TO BY THE PARTIES:**


Dated: 05/21/2025

**ESTEBAN PALMA**

By:   
Esteban Palma, individually and as representative of  
the Class

Dated: 19/05/2025

**SERGIO GUTIERREZ**

By:  [Sergio Gutierrez \(May 19, 2025 22:07 CDT\)](#)  
Sergio Gutierrez, individually and as representative  
of the Class

Dated: 19 MAY 2025

**FORMULA ONE DIGITAL MEDIA LIMITED**

By: 

Name: Adam Babiker

Title: Director



# Exhibit A

## **Gutierrez v. Formula One Digital Media Ltd.**

In the Circuit Court of Lake County, Illinois, Nineteenth Judicial Circuit

Case No. 2025LA00000329

### **Settlement Claim Form**

**TO RECEIVE A CASH PAYMENT FROM THE SETTLEMENT FUND, YOU MUST COMPLETE THIS CLAIM FORM AND SUBMIT IT ONLINE BY \_\_\_\_\_, 2025 OR BY MAIL POSTMARKED BY \_\_\_\_\_, 2025.**

Please read the full notice of this settlement (available at [www.formula1usvppasettlement.com](http://www.formula1usvppasettlement.com)) carefully before filling out this Claim Form.

To be eligible to receive any benefits from the settlement obtained in this class action lawsuit, you must submit this completed Claim Form online or by mail. Each Settlement Class Member is entitled to submit only one claim form.

**ONLINE:** File a Claim Form at [www.formula1usvppasettlement.com](http://www.formula1usvppasettlement.com).

**MAIL:** [ADDRESS]

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#### **PART ONE: CLAIMANT INFORMATION**

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Provide your name and contact information below. It is your responsibility to notify the Settlement Administrator of any changes to your contact information after the submission of your Claim Form.

**FIRST NAME**

**LAST NAME**

**STREET ADDRESS**

**CITY**

**STATE**

**ZIP CODE**

**EMAIL ADDRESS ASSOCIATED WITH YOUR FORMULA 1 ACCOUNT**

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#### **PART TWO: PAYMENT SELECTION**

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You may be entitled to receive up to a \$17.00 cash payment if you had or have a Formula 1 account and accessed any Formula 1 Digital Properties in the United States and watched a pre-recorded video between May 1, 2022 and [Preliminary Approval Date].

Please select **one** of the following payment options:

Check

☐

QUESTIONS? VISIT [www.formula1usvppasettlement.com](http://www.formula1usvppasettlement.com) OR CALL [NUMBER] TOLL-FREE

Venmo  Venmo Username: \_\_\_\_\_

PayPal  PayPal Email: \_\_\_\_\_

**\* The cash payment set forth above represents the maximum that you can receive under the settlement. The actual cash paid may be reduced depending on the aggregate total of claims submitted by all Settlement Class Members.**

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### **PART THREE: ATTESTATION**

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I declare under penalty of perjury under the laws of the United States and the laws of my State of residence that the information supplied in this Claim Form is true and correct to the best of my knowledge. I have or had a Formula 1 account (at the email address provided above) and watched a pre-recorded video between May 1, 2022 and [Preliminary Approval Date] on at least one of the Formula 1 Digital Properties in the United States.

I understand that my Claim Form may be subject to audit, verification, and review and that if it is incomplete, untimely, or contains false information, it may be rejected.

**SIGNATURE**

**DATE**

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

# Exhibit B

From: Administrator@formula1usvppasettlement.com  
To: JonQClassMember@domain.com  
Re: Legal Notice of Class Action Settlement

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**  
*Gutierrez v. Formula One Digital Media Ltd.*, Case No. 2025LA00000329  
**(Circuit Court of Lake County, Illinois, Nineteenth Judicial Circuit)**

**Our Records Indicate You Have a Formula 1 Account and May Be Entitled to a Payment  
From a Class Action Settlement.**

*A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.  
Para una notificación en Español, visit [Formula1USVPPASettlement.com](http://Formula1USVPPASettlement.com)*

This notice is to inform you that a settlement has been reached in a class action lawsuit entitled *Gutierrez v. Formula One Digital Media Ltd.*, Case No. 2025LA00000329, pending in the Circuit Court of Lake County, Nineteenth Judicial Circuit (Illinois). The lawsuit alleges that Defendant, Formula One Digital Media Limited. (“Defendant” or “Formula 1”), disclosed its subscribers’ personally identifiable information (“PII”) to a third party without consent in violation of the Video Privacy Protection Act (the “VPPA”). The VPPA defines PII to include information which identifies a person as having requested or obtained specific video materials or services from a video tape service provider. Defendant maintains that it obtained consent for the purported disclosure of any video watching information and denies that it violated any law but has agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case. No court or other entity has made any judgment or other determination of any wrongdoing or that any law has been violated.

**Am I a Settlement Class Member?** Our records indicate you may be a Settlement Class Member. Settlement Class Members are all persons in the United States who had a Formula 1 account and accessed any Formula 1 Digital Properties (formula1.com, fltv.formula1.com, any subdomains, or any Formula 1 applications) in the United States and watched a pre-recorded video between May 1, 2022 and Preliminary Approval Date.

**What does the Settlement provide?**

**Monetary Relief:** If the Settlement is approved by the Court, Defendant will make available up to \$5,500,000.00 as a Settlement Benefit Cap to pay all Approved Claims submitted by the Settlement Class, together with notice and administration expenses, attorneys’ fees and costs, and incentive awards to the Class Representatives. **Prospective Changes:** In addition to this monetary relief, Defendant will add the word “video” to its website consent management platform disclosure unless and until (1) the VPPA is amended, repealed, or otherwise invalidated by judicial decision as applied to the use of website/app tracking technology, or (2) Defendant obtains consent for the disclosure of the video content viewing information by other means, or (3) Defendant ceases using website technology that discloses video viewing information in a manner configured to disclose PII.

**What Can I Get?** If the Settlement is approved by the Court, each Settlement Class Member who submits an Approved Claim may receive a cash payment of up to \$17.00, subject to pro rata adjustment depending on the number of Approved Claims that are filed.

**How Do I Get a Payment?** You must submit a timely and complete Claim Form **no later than [claims deadline]**. You can file a claim by clicking [here.] Your payment will come by check unless you elect to receive payment electronically by PayPal or Venmo.

**What are My Other Options?** You may do nothing or you may exclude yourself from the Settlement Class by sending a letter or email to the settlement administrator no later than **[objection/exclusion deadline]**. If you exclude yourself, you cannot get a settlement payment, but you keep any rights you may have to sue the Defendant over the legal issues in the lawsuit. You and/or your lawyer have the right to appear before the Court and/or object to the proposed Settlement. Your written objection must be filed no later than **[objection/exclusion deadline]**. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at [www.formula1usvppasettlement.com](http://www.formula1usvppasettlement.com). If you file a claim or do nothing, and the Court approves the Settlement, you will be bound by all of the Court's orders and judgments. In addition, any claims you may have relating to the alleged disclosure to any third party of information identifying you as having requested or obtained specific video materials or services from Defendant will be released.

**Who Represents Me?** The Court has appointed lawyers Yitzchak Kopel of Bursor & Fisher, P.A. and Eugene Y. Turin and Jordan R. Frysinger of McGuire Law, PC, to represent the class. These attorneys are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

**When Will the Court Consider the Proposed Settlement?** The Court will hold the Final Approval Hearing at \_\_\_\_ .m. on [date] in Courtroom 205 at the Lake County Illinois Courthouse, 18 N. County St., Waukegan, IL 60085 (Remote Zoom Meeting ID: , Passcode: ). 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 the Class Representatives \$2,500 each from the Net Settlement Benefit Cap for their service in helping to bring and settle this case. Defendant has agreed to pay Class Counsel reasonable attorneys' fees for their efforts in prosecuting this matter and achieving this settlement in an amount to be determined by the Court. Class Counsel is entitled to seek no more than one-third of the Net Settlement Benefit Cap, but the Court may award less than this amount.

**How Do I Get More Information?** For more information, including the full Notice, Claim Form and Settlement Agreement go to [www.formula1usvppasettlement.com](http://www.formula1usvppasettlement.com). You may also contact the settlement administrator by email at \_\_\_\_@formula1usvppasettlement.com, by phone at 1-[ ]-[ ]-[ ], or you may write to Formula 1 VPPA Settlement Administrator, [address].

# Exhibit C

**CIRCUIT COURT OF LAKE COUNTY, ILLINOIS, NINETEENTH JUDICIAL CIRCUIT**  
*Gutierrez v. Formula One Digital Media Ltd., Case No. 2025LA00000329*

**Our Records Indicate You Have Subscribed to *Formula 1* and May Be Entitled to a Payment From a Class Action Settlement.**

*A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.  
Para una notificacion en Espanol, visitor [Formula1USVPPASettlement.com](http://Formula1USVPPASettlement.com)*

- This notice is to inform you that a settlement has been reached in a class action lawsuit entitled *Gutierrez v. Formula One Digital Media Ltd., Case No. 2025LA00000329*, pending in the Circuit Court of Lake County, Nineteenth Judicial Circuit (Illinois). The lawsuit alleges that Defendant, Formula One Digital Media Limited. (“Defendant” or “Formula 1”), disclosed its subscribers’ personally identifiable information (“PII”) to a third party without consent in violation of the Video Privacy Protection Act (the “VPPA”). The VPPA defines PII to include information which identifies a person as having requested or obtained specific video materials or services from a video tape service provider. Defendant maintains that it obtained consent for the purported disclosure of any video watching information and denies that it violated any law but has agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case. No court or other entity has made any judgment or other determination of any wrongdoing or that any law has been violated.

You may be a Settlement Class Member entitled to payment from this Settlement if you are a person in the United States who had a Formula 1 account and accessed any Formula 1 Digital Properties (formula1.com, fltv.formula1.com, any subdomains, or any Formula 1 applications) in the United States and watched a pre-recorded video between May 1, 2022 and Preliminary Approval Date.

- If the Settlement is approved by the Court, each Settlement Class Member who submits an Approved Claim may receive a cash payment of up to \$17.00, subject to pro rata adjustment depending on the number of Approved Claims that are filed.
- Read this notice carefully. Your legal rights are affected whether you act or don’t act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>SUBMIT A CLAIM FORM BY [DATE]</b>	This is the <b>only</b> way to receive a payment.
<b>EXCLUDE YOURSELF BY [DATE]</b>	You will receive no benefits, but you will retain any rights you currently have to sue the Defendant about the claims in this case.
<b>OBJECT BY [DATE]</b>	Write to the Court explaining why you don’t like the Settlement.
<b>GO TO THE FINAL APPROVAL HEARING BY [DATE]</b>	Ask to speak in Court about your opinion of the Settlement.

QUESTIONS? CALL 1-800-000-0000 TOLL FREE, OR VISIT [WWW.FORMULA1USVPPASETTLEMENT.COM](http://WWW.FORMULA1USVPPASETTLEMENT.COM)



<b>DO NOTHING</b>	You won't get a share of the Settlement benefits and will give up your rights to sue the Defendant about the claims in this case.
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Your rights and options—**and the deadlines to exercise them**—are explained in this Notice.

## **BASIC INFORMATION**

### **1. Why was this Notice issued?**

A Court authorized this notice because you have a right to know about a proposed Settlement of this class action lawsuit and about all of 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 Honorable Charles W. Smith, of the Circuit Court for the Nineteenth Judicial District, Lake County, Illinois, is overseeing this case. The case is called *Gutierrez v. Formula One Digital Media Ltd.*, Case No. 2025LA00000329. The people who have sued are called the Plaintiffs. The Defendant is Formula One Digital Media Limited.

### **2. What is a class action?**

In a class action, one or more people called the class representatives (in this case, Sergio Gutierrez and Esteban Palma) sue on behalf of a group or a “class” of people who have similar claims. In a class action, the court resolves the issues for all class members, except for those who exclude themselves from the Settlement Class.

### **3. What is this lawsuit about?**

This lawsuit claims that Defendant violated the Video Privacy Protection Act, 18 U.S.C. § 2710, *et seq.* (“VPPA”) by disclosing its subscribers’ personally identifiable information (“PII”) without consent. The VPPA defines PII to include information which identifies a person as having requested or obtained specific video materials or services from a video tape service provider. The Defendant maintains that it obtained consent for the purported disclosure of any video watching information and denies that it violated any law. The Court has not determined who is right. Rather, the Parties have agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

### **4. Why is there a Settlement?**

The Court has not decided whether the Plaintiffs or the Defendant should win this case. Instead, both sides agreed to a Settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation and related appeals, and Settlement Class Members will get compensation sooner rather than, if at all, after the completion of a trial.

## **WHO’S INCLUDED IN THE SETTLEMENT?**

QUESTIONS? CALL 1-800-000-0000 TOLL FREE, OR VISIT [WWW.FORMULA1USVPPASETTLEMENT.COM](http://WWW.FORMULA1USVPPASETTLEMENT.COM)

## **5. How do I know if I am in the Settlement Class?**

The **Settlement Class** is defined as:

All persons who had any Formula 1 account and accessed any Formula 1 Digital Properties in the United States and watched a pre-recorded video between May 1, 2022 and [Preliminary Approval Date].

## **THE SETTLEMENT BENEFITS**

### **6. What does the Settlement provide?**

**Monetary Relief:** If the Settlement is approved by the Court, Defendant will make available up to \$5,500,000.00 as a Settlement Benefit Cap to pay all Approved Claims submitted by the Settlement Class, together with notice and administration expenses, attorneys' fees and costs, and incentive awards to the Class Representatives (see Question 13). **Prospective Changes:** In addition to this monetary relief, Defendant will add the word "video" to its website consent management platform disclosure unless and until (1) the VPPA is amended, repealed, or otherwise invalidated by judicial decision as applied to the use of website/app tracking technology, or (2) Defendant obtains consent for the disclosure of the video content viewing information by other means, or (3) Defendant ceases using website technology that discloses video viewing information in a manner configured to disclose PII.

### **7. How much will my payment be?**

If you are member of the Settlement Class, you may submit a Claim Form to receive a cash payment of up to \$17.00. In the event that there is a large number of Approved Claims submitted that exceed the Settlement Benefit Cap of \$5,500,000.00, each Approved Claim will be reduced an equal amount.

### **8. When will I get my payment?**

The hearing to consider the fairness of the settlement is scheduled for [Final Approval Hearing Date]. If the Court approves the settlement, eligible Settlement Class Members whose claims were approved by the Settlement Administrator will receive their payment 30 days after the Effective Date of the Settlement. The payment will be made in the form of a check, unless you elect to receive payment by PayPal or Venmo, and all checks will expire and become void 180 days after they are issued.

## **HOW TO GET BENEFITS**

### **9. How do I get a payment?**

If you are a Settlement Class Member and you want to get a payment, you **must** complete and submit a Claim Form by **[Claims Deadline]**. Claim Forms can be found and submitted by clicking [here](#) [hyperlink], or by printing and mailing a paper Claim Form, copies of which are available for download [here](#) [hyperlink].

We also encourage you to submit your claim on-line. Not only is it easier and more secure, but it is completely free and takes only minutes!

## **REMAINING IN THE SETTLEMENT**

### **10. What am I giving up if I stay in the Class?**

If the Settlement becomes final, you will give up your right to sue Defendant for the claims this Settlement resolves. The Settlement Agreement describes the specific claims you are giving up against the Defendant. You will be “releasing” the Defendant and certain of its affiliates described in Section 1.28 of the Settlement Agreement. Unless you exclude yourself (*see* Question 14), you are “releasing” the claims, regardless of whether you submit a claim or not. The Settlement Agreement is available through the “court documents” link on the website [hyperlink].

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the lawyers listed in Question 12 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

### **11. What happens if I do nothing at all?**

If you do nothing, you won’t get any benefits from this Settlement. But, unless you exclude yourself, you won’t be able to start a lawsuit or be part of any other lawsuit against the Defendant for the claims being resolved by this Settlement.

## **THE LAWYERS REPRESENTING YOU**

### **12. Do I have a lawyer in the case?**

The Court has appointed Yitzchak Kopel of Bursor & Fisher, P.A. and Eugene Y. Turin and Jordan R. Frysinger of McGuire Law, PC to be the attorneys representing the Settlement Class. They are called “Class Counsel.” They believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense. You may contact Class Counsel using the information listed below:

Eugene Y. Turin  
MCGUIRE LAW, P.C  
55 W. Wacker Dr., 9th Floor Chicago, IL 60601  
Tel: 312-893-7002  
eturin@mcgpc.com

### **13. How will the lawyers be paid?**

Class Counsel's attorneys' fees, costs, and expenses will be paid in an amount determined and awarded by the Court. Class Counsel is entitled to seek no more than one-third of the \$5,500,000.00 Settlement Benefit Cap for their efforts in prosecuting this matter and achieving this settlement, but the Court may award less than this amount.

As approved by the Court, the Class Representatives will be paid an incentive award to be paid out of the Settlement Benefit Cap for helping to bring and settle the case. The Class Representatives will seek no more than \$2,500 each as an incentive award, but the Court may award less than this amount.

Class Counsel will file with the Court and post on this website its request for attorneys' fees as well as the Class Representative's requests for incentive awards by [two weeks prior to objection deadline].

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

### **14. How do I get out of the Settlement?**

To exclude yourself from the Settlement, you must email or mail a letter (or request for exclusion) stating that you want to be excluded from the *Gutierrez v. Formula One Digital Media Ltd.*, Case No. 2025LA00000329 settlement. Your letter or request for exclusion must also include your name, your address, your signature, the name and number of this case, and a statement that you wish to be excluded. You must email or mail your exclusion request no later than **[objection/exclusion deadline]** to:

Formula 1 VPPA Settlement  
0000 Street  
City, ST 00000

### **15. If I don't exclude myself, can I sue the Defendant for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue the Defendant for the claims being resolved by this Settlement.

### **16. If I exclude myself, can I get anything from this Settlement?**

QUESTIONS? CALL 1-800-000-0000 TOLL FREE, OR VISIT [WWW.FORMULA1USVPPASETTLEMENT.COM](http://WWW.FORMULA1USVPPASETTLEMENT.COM)

No. If you exclude yourself, do not submit a Claim Form to ask for benefits.

## OBJECTING TO THE SETTLEMENT

### 17. How do I object to the Settlement?

If you're a Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. To object, you must file with the Court a letter or brief stating that you object to the Settlement in *Gutierrez v. Formula One Digital Media Ltd.*, Case No. 2025LA00000329 and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you rely on for your objections. Your letter or brief must also include your name, an explanation of the basis upon which you claim to be a Settlement Class Member, including information sufficient to (i) identify your Formula 1 account and (ii) that you were a Formula 1 account holder during the Class Period, the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with your objection, and your signature. If you, or an attorney assisting you with your objection, have ever objected to any class action settlement where you or the objecting attorney has asked for or received payment in exchange for dismissal of the objection (or any related appeal) without modification to the settlement, you must include a statement in your objection identifying each such case by full case caption. You must also mail or deliver a copy of your letter or brief to Class Counsel and Defendant's Counsel listed below.

If you want to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in answer to Question Number 21), you must say so in your letter or brief. File the objection with the Court and mail a copy to these to the addresses listed below for Class Counsel and Defendant's Counsel postmarked no later than **[objection deadline]**.

Court	Class Counsel	Defendant's Counsel
The Hon. XXXX Lake County Courthouse 18 North County Street, Waukegan, IL 60085	Eugene Y. Turin McGuire Law, P.C. 55 W. Wacker Drive, 9th Fl Chicago, IL 60601	Kathy J. Huang Rachel E. K. Lowe Alston & Bird LLP 350 South Grand Avenue, 51st Floor Los Angeles, CA 90071

### 18. What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you don't want to be part of the

Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

## THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold the Final Approval Hearing at [time] on **Month \_\_, 2025** in Courtroom 205 at the Lake County Illinois Courthouse, 18 N. County St., Waukegan, IL 60085 (Remote Zoom Meeting ID: , Passcode: ). The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the Class Counsel's request for attorneys' fees and expenses; and to consider the request for a incentive awards to the Class Representatives. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check [www.formula1usvppasettlement.com] or call [xxx-xxx-xxxx]. If, however, you timely objected to the Settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the date of such Final Approval Hearing.

### 20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection or comment, you don't 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. You may also pay another lawyer to attend, but it's not required.

### 21. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include in your letter or brief objecting to the settlement a statement saying that it is your "Notice of Intent to Appear in *Gutierrez v. Formula One Digital Media Ltd.*, Case No. 2025LA00000329." 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 17.

## GETTING MORE INFORMATION

### 22. Where do I get more information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at [www.formula1usvppasettlement.com](http://www.formula1usvppasettlement.com). You may also contact the Settlement Administrator at \_\_\_\_\_@formula1vppasettlement.com or write with questions to Formula 1 Settlement, P.O. Box 0000, City, ST 00000. You can call the Settlement Administrator at 1-800-000-0000 or contact Class Counsel at the information provided above if you have any questions. Before doing so, however, please read this full Notice carefully. You may also find additional information elsewhere on the case website. In addition to the documents available on the case website, all pleadings and documents filed in court may be reviewed or copied in the Office of the Clerk. Please do not call the Judge or the Clerk of the Court about this case. They will not be able to give you advice on your options.

# Exhibit D



### ACKNOWLEDGMENT & GUARANTEE

I, the undersigned, acknowledge and agree as follows on behalf of myself and the firms of Bursor & Fisher, P.A. and McGuire Law (the “Firms”):

I have read the Stipulation and Agreement of Settlement entered into by the parties in *Gutierrez et al. v. Formula One Digital Media Limited, 2025LA00000329* (“Settlement Agreement”) and understand its terms. I represent and warrant that I am authorized to execute this agreement on the Firms’ behalf and to bind the Firms to the obligations set forth herein, and I make this Acknowledgment & Guarantee on behalf of the Firms.

The undersigned understands and agrees that any amount received by the Firms pursuant to the Settlement Agreement is subject to repayment to Formula One Digital Media Ltd. by the Firms in the event that the Settlement Agreement is terminated pursuant to its terms. The Firms are jointly and severally liable for this repayment obligation. Within twenty (20) days of receiving written notice of termination of the Settlement Agreement from any counsel for the Parties, the Firms will reimburse to Formula One Digital Media Ltd. all sums received by the Firms as attorneys’ fees and costs pursuant to the Settlement Agreement. By receiving any such sums, the Firms submit to the jurisdiction of the Circuit Court for the Nineteenth Judicial District, Lake County, Illinois or to the court that this action was re-filed in for the enforcement of, and any and all disputes relating to or arising out of, the reimbursement obligations set forth herein and the Settlement Agreement. The Firms agree to pay Formula One Digital Media Ltd. for reasonable attorneys’ fees it incurs in enforcing the Acknowledgment & Guarantee.

The Firms further agree to indemnify, defend, and hold harmless, Formula One Digital Media Ltd. and its attorneys from any and all claims and disputes of any kind relating to Formula One Digital Media Ltd.’s payment of attorneys’ fees to the Firms and/or other attorneys’ fees for the plaintiffs pursuant to the Settlement Agreement.

Date: \_\_\_\_\_

By: \_\_\_\_\_

For: Bursor & Fisher, P.A.

Date: \_\_\_\_\_

By: \_\_\_\_\_

For: McGuire Law