

# EXHIBIT 2

## **CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

This Class Action Settlement Agreement and Release is entered into between (1) the Named Plaintiffs, on behalf of themselves and as representatives of the Settlement Classes and (2) Defendants South Florida Stadium LLC (“SFS”), Federación Sudamericana de Fútbol (“CONMEBOL”), Confederation of North, Central America and Caribbean Association Football (“CONCACAF”) and BEST Crowd Management, Inc. (“BEST” and collectively with SFS, CONMEBOL, and CONCACAF, “Defendants”) (collectively Named Plaintiffs and Defendants shall be referred to as the “Parties”) in order to effect a full and final settlement, release and dismissal with prejudice of all claims against the Defendants alleged and that could have been alleged in the Litigation (as defined below), on the terms set forth below and to the full extent reflected herein. Defined terms shall have the meaning ascribed to them above and below.

### **I. DEFINITIONS**

Capitalized terms, as used throughout this agreement, have the meanings set forth below:

1. “Agreement” or “Settlement Agreement” means this Settlement Agreement and Release, including all exhibits hereto.
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 this Agreement; (b) fully completed and executed by the Settlement Class Member under penalty of perjury and provides all required information, including a Valid Proof of Purchase, and Valid Proof of Travel Costs and Time-Stamped Photograph (or Photo ID), if applicable; and (c) is approved for payment by the Settlement Administrator pursuant to the terms of this Agreement.
3. “Attorneys’ Fees and Costs” means the total award of attorneys’ fees, costs and expenses sought by Class Counsel and allowed by the Court.

4. “CAFA Notices” means the notice of this Settlement to be served by the Settlement Administrator upon state and federal regulatory authorities as required by the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715.

5. “Cash Award” means the cash payment(s) to Settlement Class Members pursuant to **Section V**.

6. “Claim” means the act of requesting a Cash Award. To make a Claim, Settlement Class Members must timely complete and submit a Claim Form as described in the Settlement Agreement.

7. “Claim Deadline” means 11:59 p.m. EST ninety days (90) days after the Fairness Hearing as scheduled in the Preliminary Approval Order, which date shall be specified in the Class Notice.

8. “Claim Form” means the claim form that Settlement Class Members must complete and submit on or before the Claim Deadline to be eligible for the benefits described herein, which document shall be substantially in the form of **Exhibit A** hereto, as approved by the Court. The Claim Form shall require a sworn signature under penalty of perjury. No more than one (1) Claim Form per household shall be submitted or allowed as an Approved Claim. A Claimant shall not submit more than one (1) Claim Form.

9. “Claim Period” means the time in which Settlement Class Members may file Claim Forms, up to and including the Claim Deadline.

10. “Claimant” means a valid ticketholder to the Final Match who submits a Claim Form, limited to no more than one Claim Form per household.

11. "Class Action Complaint" means the July 19, 2024 Class Action Complaint filed on behalf of Plaintiff Das Nobel, captioned *Nobel, et al. v. South Florida Stadium LLC, et al.*, 1:24-cv-22751-BB (S.D. Fla.).

12. "Lead Class Counsel" shall mean

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13. "Class Counsel" shall mean

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14. “Class Member Payment List” means the list of Settlement Class Members who have been determined by the Settlement Administrator to be eligible to receive Cash Awards, including whether each person on the list is a Denied Entry Class Member (defined below) or Denied Full Access Class Member (defined below).

15. “Class Notice” means the Court-approved forms of notice to Settlement Class Members, in substantially the same form as **Exhibits B, C and D** hereto, which will notify

Settlement Class Members of the Preliminary Approval of the Settlement and the scheduling of the Fairness Hearing, among other things.

16. “Class Notice Program” means the program for distributing the Class Notice and Claim Form to Settlement Class Members consistent with the terms set forth in **Section VII, Paragraph 9** and as described further in **Exhibit E** hereto.

17. “Court” means the United States District Court for the Southern District of Florida.

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

19. “Defense Counsel” means Defendants’ respective attorneys at Latham & Watkins LLP, Bilzin Sumberg Baena Price & Axelrod LLP, Baker & Hostetler LLP, Sidley Austin LLP, and Bryan Cave Leighton Paisner, collectively.

20. “Denied Entry Class” shall have the meaning ascribed to that term in **Section III, Paragraph 1.**

21. “Denied Entry Class Member” means a person who is a member of the Denied Entry Class.

22. “Denied Full Access Class” shall have the meaning ascribed to that term in **Section III, Paragraph 1.**

23. “Denied Full Access Class Member” means a member of the Denied Full Access Class.

24. “Deposit Amount” means the sum of one hundred thousand dollars (\$100,000), which amount Defendants shall pay or cause to be paid into the Escrow Account within ten (10) days after the Preliminary Approval Date to pre-pay certain of the Settlement Administrator’s fees and costs. Payment of the Deposit Amount shall constitute a credit in like amount against the Settlement Amount.

25. “Effective Date” means the first business day after which (a) the Final Order and Judgment becomes a final, non-appealable judgment approving the Settlement Agreement in all respects; (b) if an appeal is filed, the date of completion, in a manner that finally affirms and leaves in place the Final Order and Judgment without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petition for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (c) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari with respect to the Final Order and Judgment as more fully set forth in **Section XIV**.

26. “Escrow Account” means the separate, interest-bearing escrow account to be established by the Settlement Administrator under the terms agreed upon with Class Counsel and Defense Counsel. The costs of administering and maintaining the Escrow Account shall be paid from the Settlement Amount, to the extent the interest thereon is not sufficient to pay such costs.

27. “Exclusion Statement” means a statement substantially in the form detailed in **Section VIII, Paragraph 4**.

28. “Fairness Hearing” means the hearing conducted by the Court to determine whether to approve the Settlement and to determine the fairness, adequacy and reasonableness of this Settlement.

29. “Final,” when referring to a judgment or order, means: (a) the judgment is a final, appealable judgment; and (b) either (i) no appeal has been taken from the judgment as of the date on which all times to appeal therefrom have expired or (ii) an appeal or other review proceeding of the judgment having been commenced, such appeal or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for rehearing *en banc*, petitions for writ of *certiorari*, or otherwise, and such appeal or other review has been finally resolved in a manner that affirms the Final Order and Judgment in all material respects.

30. “Final Match” means the 2024 Copa America Final Match, which took place on July 14, 2024 at Hard Rock Stadium.

31. “Final Order and Judgment” means the order defined in **Section XII**, except that any enhancement or reduction to an award of Attorneys’ Fees and Costs or to Service Awards shall not constitute a material alteration.

32. “First Amended Complaint” means the October 23, 2024 First Amended Class Action Complaint filed on behalf of Plaintiffs, Das Nobel, Eduardo Martinez, Daniel Grande, William Pou, and David Ziemek captioned *Nobel, et al. v. South Florida Stadium LLC, et al.*, Case No. 1:24-cv-22751 (S.D. Fla.).

33. “Litigation” means the litigation proceeding underlying the Class Action Complaint, the First Amended Complaint and the Second Amended Complaint.

34. “Named Plaintiffs” means all plaintiffs named in the Second Amended Complaint. These persons are Das Nobel, Eduardo Martinez, Daniel Grande, William Pou, David Ziemek and Joseph Abadi.

35. “Named Plaintiffs’ General Release” means the release and discharge, as of the Effective Date, by Named Plaintiffs, on their own behalf, and on behalf of the Named Plaintiff Releasors (defined below). The Named Plaintiffs’ General Release shall include the agreement and commitment by the Named Plaintiff Releasors to release and forever discharge by this Agreement the Released Persons (defined below) from the Named Plaintiff Released Claims (defined below).

36. “Named Plaintiff Released Claims” means any and all liabilities, causes of action, charges, complaints, suits, claims, obligations, costs, losses, damages, rights, judgments, attorneys’ fees, expenses, bonds, bills, penalties, fines, and all other legal responsibilities of any form whatsoever, whether known or unknown, whether suspected or unsuspected, whether fixed or contingent, whether presently existing or arising in the future, whether in law or in equity, which the Named Plaintiff Releasors (defined below) had or may claim to have against any of the Released Persons, including, without limitation, the Released Claims (defined below) and claims for bodily injury.

37. “Named Plaintiff Releasors” means the Named Plaintiffs and the Named Plaintiffs’ past, present and future heirs, executors, administrators, representatives, agents, partners, family members, guardians, insurers, attorneys, predecessors, successors and assigns.

38. “Net Settlement Fund” means the Settlement Amount minus any Taxes and Tax Expenses and any Court-approved Attorneys’ Fees and Costs, Service Awards and Notice and Administrative Costs.

39. “Notice and Administrative Costs” means the reasonable and authorized costs and expenses of disseminating the CAFA Notices and the Class Notice in accordance with the Preliminary Approval Order, including the Deposit Amount and any and all other reasonable and

approved costs to carry out the approved Class Notice Program, as well as all reasonable and authorized costs and expenses incurred by the Settlement Administrator in administering the Settlement, including, but not limited to, costs and expenses associated with assisting Settlement Class Members, processing Claims, escrowing funds, disbursing Cash Awards, paying Taxes and Tax Expenses and other reasonable and authorized fees and expenses of the Settlement Administrator.

40. “Notice Date” means the first day on which the Settlement Administrator or its designee disseminates the Class Notice, which shall be no later than sixty (60) days after the Preliminary Approval Date.

41. “Opt-Out” shall refer to a member of the Settlement Classes who properly and timely submits a Valid Exclusion Statement as set forth in **Section VIII, Paragraph 4** and from whom the Settlement Administrator has not received a Claim Form. An Opt-Out may rescind an Exclusion Statement by timely submitting a Claim Form to the Settlement Administrator to obtain benefits of the Settlement or by such other means as agreed to by the Parties and approved by the Court, as necessary.

42. “Opt-Out List” shall refer to the list compiled by the Settlement Administrator pursuant to **Section VIII, Paragraph 7**, identifying those members of the Settlement Classes who properly opt out and thereby exclude themselves from the Settlement Class.

43. “Opt-Out and Objection Date” means the date as ordered by the Court by which an Exclusion Statement must be sent (and, if submitted online, verified) to the Settlement Administrator in order for a Settlement Class Member to be excluded from the Settlement Classes and the date by which Settlement Class Members must file objections with the Court, if any, to the Settlement. For the avoidance of doubt, the Opt-Out and Objection Date is a single date. The Opt-

Out and Objection Date shall be one-hundred twenty (120) days after the Preliminary Approval Date.

44. “Out-of-Pocket Ticket Costs” means the verified total amount a Denied Entry Class Member paid for his or her tickets to attend the Final Match (less any amounts refunded to the Denied Entry Class Member for the ticket by the ticket seller, credit card company or any other person or entity) including taxes and fees, up to but not exceeding \$2,000 per ticket. These amounts represent damages claimed by the Named Plaintiffs on their own behalf and on behalf of members of the Denied Entry Class resulting from Defendants’ alleged negligence.

45. “Out-of-Pocket Travel Costs” means the total amount the Denied Entry Class Member paid for travel to the Final Match, including hotel costs, parking costs, flights and transportation for the 24-hour period before or after the Final Match, up to but not exceeding \$300 per person. Where a Claimant submits a receipt for specific travel costs (e.g., hotel costs, parking costs and/or transportation for the 24-hour period before or after the Final Match) and multiple persons used those travel services (e.g., shared a hotel room, shared a rental car, rode together to the Final Match, etc.), the total amount of those shared travel costs shall count towards the Claimant’s \$300 cap, and no portion of those shared travel costs shall be payable to other persons who shared in those travel services. For the avoidance of doubt, and by way of example, if two Denied Entry Class Members are husband and wife and they jointly paid \$600 per night to stay at a hotel in the 24-hours before or after the Final Match, each may recover \$300 in Out-of-Pocket Travel Costs for a total of \$600. If the same husband and wife, however, only incurred \$300 of hotel costs in the 24 hours before or after the Final Match, the maximum they may recover in Out-of-Pocket Travel Costs is \$300 total. There will be no double recovery of Out-of-Pocket Travel

Costs. These amounts represent damages claimed by the Named Plaintiffs on their own behalf and on behalf of members of the Denied Entry Class resulting from Defendants' alleged negligence.

46. "Out-of-Pocket Costs" means the total Out-of-Pocket Ticket Costs plus the Out-of-Pocket Travel Costs, up to a maximum of \$2,000. For the avoidance of doubt, the maximum amount that each Denied Entry Class Member may receive in Out-of-Pocket Costs is \$2,000 per ticket, including up to \$300 in Out-of-Pocket Travel Costs as set forth in **Section I, Paragraph 45**. These amounts represent damages claimed by the Named Plaintiffs on their own behalf and on behalf of members of the Denied Entry Class resulting from Defendants' alleged negligence.

47. "Parties" means the Named Plaintiffs and the Defendants. The Named Plaintiffs shall be referred to as one "Party" with Defendants being the other "Party."

48. "Person" means an individual, corporation, partnership, limited partnership, limited liability company, association, member, joint stock company, estate, legal representative, trust, unincorporated association, any business or legal entity, and such individual's or entity's spouse, heirs, predecessors, successors, representatives, and assignees.

49. "Photo ID" means a copy of a valid government-issued identity document that includes the Claimant's photograph (e.g., driver's license, passport, etc.).

50. "Preliminary Approval Date" means the date the Preliminary Approval Order has been executed and entered by the Court.

51. "Preliminary Approval Order" means the order by which the Court directs Notice, which is attached hereto without material alteration as **Exhibit F**, be issued to Settlement Class Members after reviewing information sufficient to enable the Court to determine whether to provide notice of the proposed Settlement.

52. “Release” means the release and discharge, as of the Effective Date, by the Named Plaintiffs and all Settlement Class Members who are not Opt-Outs (and their respective predecessors, successors and assigns) of and from all Released Claims (defined below). The Release shall include the agreement and commitment by the Named Plaintiffs and all Settlement Class Members who are not Opt-Outs to not now or hereafter initiate, maintain or assert against the Released Persons or any of them any of the Released Claims, whether in the Litigation or in any other court action or before any administrative body (including any regulatory entity or organization), tribunal, arbitration panel or other adjudicating body.

53. “Released Claims” means any and all claims, actions, causes of action, rights, demands, suits, debts, liens, contracts, agreements, offsets or liabilities, whether known or unknown, legal, equitable or otherwise, that were asserted or could have been asserted in the Litigation, including, but not limited to, tort claims, breach of contract claims, breach of the duty of good faith and fair dealing claims, unjust enrichment claims, breach of statutory duty claims, actual or constructive fraud claims, misrepresentation claims, fraudulent inducement claims, fraudulent concealment claims, statutory and consumer fraud claims, breach of fiduciary duty claims, unfair business or trade practices claims, restitution claims, rescission claims, compensatory and punitive damages claims, injunctive or declaratory relief claims, attorneys’ fees, interest, costs, penalties or any other claims relating to the purchase and/or use of tickets to the Final Match and/or Settlement Class Member attendance at the Final Match, and any other claims, whether known or unknown, alleged or not alleged in the Litigation, suspected or unsuspected, contingent or matured, under federal, state or local law, which the Named Plaintiffs and/or any Settlement Class Member had, now have or may have in the future up to the Preliminary Approval Date with respect to any conduct, act, omissions, facts, matters, transactions or oral or written

statements or occurrences on or prior to the Preliminary Approval Date arising from or relating to claims pertaining to the purchase, receipt, transfer, sale and/or use of tickets to the Final Match and/or Settlement Class Member attendance at the Final Match that have been asserted or could have been asserted in the Litigation, including, without limitation, any allegation or assertion that Defendants made false and deceptive representations and warranties or omitted material information about the Final Match, including, without limitation, causes of action for unjust enrichment, negligence, breach of contract, declaratory judgment, and claims under the false advertising, consumer protection and/or deceptive trade practices acts and common law and statutory law of any jurisdiction within the United States, including federal, state or local law.

54. “Released Persons” means Defendants, their respective parents, subsidiaries, affiliates, (if applicable) teams, employees, officers, directors and members, and Defendants’ and Defendants’ respective affiliates’ and members’ past, present and future predecessors, successors, assigns, parents, subsidiaries, affiliates, joint venturers, partnerships, limited liability companies, corporations, unincorporated entities, divisions, groups, directors, officers, shareholders, members, employees, partners, agents (including, but not limited to, any ticket sales and distribution companies), contractors (including, but not limited to, any private or public entity that provided security or law enforcement related services in connection with the Final Match), insurers, reinsurers, co-insurers and attorneys. For the avoidance of doubt, “Released Persons” shall include Miami Dolphins, Ltd. (the “Miami Dolphins”), County Line South Properties, LLC (“CLS Properties”), Dolphin Center Properties, LLC (“DC Properties”), Ticketmaster, LLC, Live Nation Entertainment, Inc. and Miami-Dade County.

55. “Releasing Persons” means (i) the Named Plaintiffs, on behalf of themselves and all Settlement Class Members who have not excluded themselves from the Settlement Classes,

(ii) Class Counsel, (iii) each of the Settlement Class Members who have not excluded themselves from the Settlement Classes and (iv) the past, present and future heirs, executors, administrators, representatives, agents, partners, family members, guardians, insurers, attorneys (including any attorney engaged by Settlement Class Members who is not Class Counsel), predecessors, successors and assigns of each of the Named Plaintiffs and the Settlement Class Members who have not excluded themselves from the Settlement Classes.

56. “Second Amended Complaint” means the second amended complaint Named Plaintiffs shall file within seven (7) days of executing this Agreement that adds a new named Plaintiff and/or Plaintiffs and includes a Denied Full Access Class, as defined below in **Section III, Paragraph 1.** In the Second Amended Complaint, Named Plaintiffs shall additionally allege (1) claims for both the Denied Entry Class and the Denied Full Access Class, (2) that Defendants’ negligence resulted in denial of full access to facilities or to specific seats purchased for all admitted ticketholders in the Denied Full Access Class and for loss of full use of the ticket or tickets by ticketholders in the Denied Full Access Class, (3) that the Defendants’ negligence resulted in the inability of all members of the Denied Entry Class from being able to enter the Stadium for the Final Match and a loss of use of the ticket or tickets purchased by the member of the Denied Entry Class for the Final Match and a corresponding loss of use of the Stadium and the seats purchased for attending and viewing the Final Match and (4) that the denial of full access to the facilities was suffered by all Denied Full Access Class Members. Defendants shall have no obligation to respond to the Second Amended Complaint and the Parties agree to stay and seek the Court’s approval of a stay of any obligation or deadline to respond to the Second Amended Complaint.

57. “Service Awards” means compensation for the Named Plaintiffs in the Litigation for their time and effort undertaken in this Litigation as defined in **Section IX**, which shall be subject to Court approval.

58. “Settlement” means the settlement set forth in this Agreement.

59. “Settlement Administrator” means Angeion Group, a third-party settlement administrator that was selected by Class Counsel and Defense Counsel to work at their direction to administer specific components of the Settlement, including the dissemination of Class Notice, maintaining the Settlement Website, processing of Claim Forms in connection with this Settlement and ensuring that Cash Awards are paid from the Escrow Account.

60. “Settlement Amount” means the total amount that shall be used to pay Cash Awards, Notice and Administrative Costs (including the Deposit Amount), Attorneys’ Fees and Costs, Service Awards, and Taxes and Tax Expenses, and which amount shall not exceed fourteen million U.S. dollars (\$14,000,000.00). For the avoidance of doubt, in no event shall Defendants be liable for any sum of more than \$14,000,000 in full and final settlement of this Litigation, and any monies remaining in the Settlement Fund after the payment of all Approved Claims duly approved by the Settlement Administrator shall be returned to Defendants.

61. “Settlement Classes” or “Classes” means all members of the Denied Entry Class and Denied Full Access Class, as defined in **Section III, Paragraph 1**, subject to the exclusions in **Section III, Paragraph 1(i)-(v)**. Defendants agree to certification of the Classes for settlement purposes only and deny that any such Classes could otherwise be properly certified or appropriate for class treatment.

62. “Settlement Class Member” means a Person who falls within the definition of the Denied Entry Class or Denied Full Access Class set forth in **Section III, Paragraph 1**.

63. “Settlement Fund” means the fund created to pay the costs of Notice Administration, Attorneys’ Fees and Costs, Service Awards and Claims. The Settlement Fund shall be funded by Defendants in the manner described in **Section IV, Paragraphs 1-2**. Any monies remaining in the Settlement Fund after the payment of all Approved Claims duly approved by the Settlement Administrator shall be returned to Defendants, and it shall be the duty of the Settlement Administrator to ensure that any such funds are promptly remitted to Defendants.

64. “Settlement Website” means the website dedicated to the Settlement to be created and maintained by the Settlement Administrator, which will contain relevant documents and information and shall provide, at a minimum: (i) information concerning deadlines for filing a Claim Form, and the dates and locations of relevant Court proceedings, including the Fairness Hearing; (ii) the toll-free phone number applicable to the Settlement; (iii) copies of the Settlement Agreement, the Class Notices, the Claim Form, Court Orders regarding this Settlement and other relevant Court documents, including Class Counsel’s Motion for Approval of Attorneys’ Fees, Cost and Service Awards; and (iv) information concerning the submission of Claim Forms, including the ability to submit Claim Forms electronically.

65. “Settling Parties” means, collectively, the Released Persons, the Releasing Persons and all Settlement Class Members.

66. “Taxes” shall mean all taxes (including any estimated taxes, interest or penalties) arising with respect to the income earned by the Escrow Account.

67. “Tax Expenses” shall mean expenses and costs incurred in connection with the operation and implementation of the Settlement Fund (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns).

68. “Time-Stamped Photograph” means a date and time-stamped photograph or video that was taken outside Hard Rock Stadium during the Final Match and that clearly shows the Claimant’s face. Claimants shall not submit a Time-Stamped Photograph that includes an identifiable image of any Person who was under the age of eighteen on July 14, 2024.

69. “Valid Exclusion Statement” means a completed and signed Exclusion Statement that is timely received by the Settlement Administrator, wherein the Settlement Class Member has stated a desire to be excluded and not participate in the Settlement, whereby doing so the individual does not participate in this Settlement and has the ability, if he/she/they so chooses, to pursue his/her/their claim(s) on his/her/their own.

70. “Valid Proof of Purchase” means a receipt or other proof of payment reflecting the Claimant’s purchase of one or more tickets to the Final Match. If a Settlement Class Member purchased a ticket from a friend or family member, the name of that friend or family member and proof of payment to that friend or family member (e.g., via Zelle, a bank account, Venmo) shall be required. If a Settlement Class Member purchased a ticket from a friend or family member and paid cash for the ticket, the Settlement Class Member shall be required to submit as proof of payment: (i) the name of the friend or family member; (ii) email correspondence or text messages (that include the participants’ email addresses or phone numbers) dated before July 21, 2024 that discuss the Settlement Class Member’s payment to the friend or family member for a ticket to the Final Match; and (iii) a declaration signed under penalty of perjury that the Settlement Class Member paid the friend or family member for a ticket to the Final Match and the amount paid for the ticket.

71. “Valid Proof of Travel Costs” means the Claimant’s receipts for any and all claimed Out-of-Pocket Travel Costs (e.g., receipts for flights, hotels, parking, etc.).

72. Other capitalized terms used in this Agreement but not defined in this **Section I** shall have the meanings ascribed to them elsewhere in this Agreement.

73. The plural of any defined term includes the singular, and the singular of any defined term includes the plural, as the case may be.

## II. RECITALS

1. On July 19, 2024, Das Nobel filed a putative class action against SFS, CONMEBOL, CONCACAF and BEST in the United States District Court for the Southern District of Florida. Compl. (Dkt. 1), *Nobel, et al. v. South Florida Stadium, et al.*, Case No. 1:24-cv-22751 (S.D. Fla.) (the “Nobel Action”). The Complaint in the Nobel Action alleged generally that Plaintiff and putative class members were valid ticketholders who were denied entry to the Final Match. The Complaint asserted claims for negligence, negligent failure to warn and unjust enrichment and alleged that Plaintiff Nobel and putative class members were entitled to damages for the cost of their tickets, travel and interest, or, alternatively, disgorgement of Defendants’ profits as a form of damages.

2. On July 24, 2024, Plaintiff William Pou filed a putative class action against SFS, the Miami Dolphins, CONMEBOL and CONCACAF in the United States District Court for the Southern District of Florida. Compl. (Dkt. 1), *Pou, et al. v. CONMEBOL, et al.*, Case No. 1:24-cv-22828 (S.D. Fla.) (the “Pou Action”). The Complaint in the Pou Action asserted claims for breach of contract, unjust enrichment, negligence and declaratory judgment, and alleged generally that Plaintiff and putative class members were denied entry to the Final Match and were entitled to declaratory judgment, damages, costs, interest (including pre- and post-judgment interest) and attorney’s fees.

3. On August 28, 2024, the Court *sua sponte* consolidated the Nobel Action and the Pou Action. Both cases thereafter proceeded as the Nobel Action.

4. On September 25, 2024, Plaintiff Nobel filed an unopposed motion to consolidate the Nobel and Pou Action with three additional putative class actions asserting similar claims: (i) *Valderrama, et al. v. CONMEBOL, et al.*, 24-cv-22772 (S.D. Fla.) (the “Valderrama Action”); *Manco, et al. v. South Florida Stadium LLC*, 24-cv-23195 (S.D. Fla.) (the “Manco Action”); and *Martinez, et al. v. South Florida Stadium LLC*, 24-cv-23324 (S.D. Fla.) (the “Martinez Action”). On October 7, 2024, the Court denied Plaintiff Nobel’s motion to consolidate. On October 16, 2024, the Martinez Action was voluntarily dismissed, and shortly thereafter, on October 21, 2024, the Manco and Valderrama Actions were voluntarily dismissed.

5. On October 23, 2024, Named Plaintiffs in the Nobel Action filed their First Amended Complaint. First Am. Class Action Compl. (Dkt. 83). The First Amended Complaint added Daniel Grande, Eduardo Martinez and David Ziemek as Named Plaintiffs and added the Miami Dolphins, CLS Properties and DC Properties as Defendants. Named Plaintiffs asserted in the First Amended Complaint claims for negligence and unjust enrichment on behalf of a proposed class of “[a]ll natural persons who had a ticket to the Copa America Final Match and were denied entrance to the Hard Rock Stadium.”

6. On November 13, 2024, SFS filed a motion to compel arbitration of the claims of Named Plaintiffs Nobel, Martinez and Grande (Dkt. 113), and filed a motion to dismiss or, in the alternative, compel arbitration of, the claims of Named Plaintiffs Pou and Ziemek (Dkt. 114). That same day, BEST and CONCACAF filed notices of joinder and adoption of SFS’s motions. (Dkts. 115, 117). On December 12, 2024, CONMEBOL filed a notice of joinder and adoption of SFS’s motions. (Dkt. 131).

7. On December 16, 2024, Named Plaintiffs in the Nobel Action filed their responses in opposition to SFS’s motions. (Dkts. 135, 136)

8. On December 27, 2024, Defendants DC Properties and CLS Properties jointly filed a motion to dismiss or, in the alternative, compel arbitration of, all claims of the Named Plaintiffs in the Nobel Action. (Dkt. 147). That same day, the Miami Dolphins filed a similar motion. (Dkt. 146)

9. On January 14, 2025, the Parties filed a joint motion to stay all deadlines for ninety (90) days so that they could engage in mediation before Terrence M. White of Watson White and Max Mediation Group. (Dkt. 152). On January 15, 2025, the Court granted the Parties' motion. (Dkt. 153).

10. On March 28, 2025, the Parties participated in a full-day, in-person mediation with Terrence White. The Parties made progress discussing a class settlement that if finalized and approved by the Court, would resolve the Litigation in its entirety. The mediation did not conclude during the March 28, 2025 session, however, and was continued with the consent of the Parties.

11. On April 4, 2025, the Parties filed a joint status report, noting that the March 28, 2025 mediation session was productive and requesting an additional sixty (60) day stay of all deadlines so they could continue to mediate. (Dkt.157). The April 4, 2025 status report set forth that any settlement would be subject to the consent and participation of Defendants' insurance carriers. The Court granted the Parties' motion that same day and ordered the Parties to file a status report by May 20, 2025. (Dkt.158).

12. On May 13, 2025, the Parties participated in a second mediation session via Zoom before Mr. White. The mediation session was productive and the remaining issues were addressed. Counsel for Kattia Garn, the Named Plaintiff in a class action also addressing the Final Match, was invited to participate and did participate in the May 13, 2025 mediation session.

13. On May 20, 2025, the Parties filed a joint status report informing the Court that the May 13, 2025 mediation session had been productive, the remaining issues had been addressed and the Parties were in the process of preparing and circulating a draft term sheet. (Dkt.159). The Parties requested an additional thirty (30) day stay of all deadlines in order to allow them the opportunity to formalize a term sheet for the contemplated class settlement. The May 20, 2025 status report reiterated that any settlement would be subject to the consent and participation of Defendants' insurance carriers. On May 21, 2025, the Court granted the Parties' motion and ordered the Parties to file a status report by June 20, 2025. (Dkt. 160).

14. On June 20, 2025, the Parties filed a joint status report with the Court, noting that they had been working diligently to finalize and sign a term sheet, which they expected to complete within ten (10) days and requesting an additional stay of all deadlines in order to finalize the term sheet. (Dkt. 161). The June 20, 2025 status report again reiterated that any settlement would be subject to the consent and participation of Defendants' insurance carriers. On June 24, 2025 the Court granted the Parties' motion and ordered the Parties to file a status report by July 3, 2025. (Dkt. 162).

15. On July 3, 2025, the Parties filed a joint status report with the Court, noting that they had reached an agreement on a term sheet and requesting an additional sixty (60) day stay of all deadlines in order prepare and execute a definitive, written settlement agreement. (Dkt. 163) The July 3, 2025 status report again reiterated that any settlement would be subject to the consent and participation of Defendants' insurance carriers. On July 7, 2025, the Court granted the Parties' motion and ordered the Parties to file a status report by September 1, 2025. (Dkt. 164)

16. On September 1, 2025, the Parties filed a joint status report with the Court informing the Court that they had made significant progress on a written settlement agreement,

and that, at the direction of the U.S. Court of Appeals for the Eleventh Circuit, on July 23, 2025, SFS and CONCACAF participated in a mediation session with Plaintiff's counsel in Garn. (Dkt. 165). The September 1, 2025 status report again reiterated that any settlement would be subject to the consent and participation of Defendants' insurance carriers. The Parties requested an additional forty-five (45) day stay of all deadlines in order to finalize a settlement agreement. On September 2, 2025 the Court granted the extension and directed Plaintiffs to file a status report by October 20, 2025. (Dkt. 166).

17. On October 20, 2025, the Parties filed a joint status report with the Court, noting they had reached agreement on the terms of a settlement agreement and that plaintiff's counsel in Garn had recently confirmed he and his client would join the settlement. (Dkt. 167). The October 20, 2025 status report again reiterated that the settlement agreement remained contingent on the participation of SFS's insurance carriers, and noted that progress has been made in securing that cooperation since the September 1, 2025 status report. The Parties proposed setting a deadline of November 17, 2025 for Plaintiffs to file a motion for preliminary approval for a proposed class settlement of this matter. On October 23, 2025, the Court granted the extension and directed Plaintiffs to file a motion for preliminary approval of the proposed class settlement by November 17, 2025. (Dkt. 168).

18. Class Counsel have made a thorough investigation of the facts and circumstances surrounding the allegations asserted in the complaints in this case (detailed above).

19. The Named Plaintiffs and Class Counsel have examined the benefits to be obtained under the terms of this Agreement, have considered the substantial risks associated with the continued prosecution of the Litigation and the likelihood of success on the merits and believe that it is in the best interests of the Class as a whole that the claims asserted in the Litigation be

resolved on the terms and conditions set forth in this Agreement. Class Counsel reached that conclusion after considering the factual and legal issues presented in the Litigation, the substantial benefits that Settlement Class Members will receive as a result of the Settlement, the substantial risks and uncertainties of continued litigation, the expense that would be necessary to prosecute the Litigation through trial and any appeals that might be taken and the likelihood of success at trial.

20. At all times, Defendants each have denied and continue to deny each and every allegation of wrongdoing, liability and damages asserted in the Litigation; deny that they have engaged in any wrongdoing whatsoever; deny that they each were responsible for and/or failed to implement adequate security protocols at Hard Rock Stadium on the day of the Final Match; and deny that the Litigation should proceed in court instead of binding arbitration. Defendants further deny that the Litigation, including any separate action, may properly be maintained as a class action except for settlement purposes. Nonetheless, without admitting or conceding any liability or damages whatsoever, without admitting any wrongdoing and without conceding the appropriateness of class treatment for claims asserted in any current or future complaint (except for settlement purposes only in the Litigation), Defendants have agreed to settle the Litigation on the terms and conditions set forth in this Agreement in order to avoid the substantial expense, inconvenience, burden and disruption of continued litigation.

21. The Parties agree and understand that neither this Agreement nor the Settlement it represents shall be construed as an admission by Defendants (any or all of them) of any wrongdoing whatsoever, including, without limitation, any admission of any violation of any statute or law or any admission of liability based on any of the claims or allegations asserted in the Litigation.

22. The Parties agree and understand that neither this Agreement nor the settlement it represents shall be construed or admissible as an admission by Defendants in the Litigation or any other proceedings that the claims of the Named Plaintiffs or any other similar claims are or would be suitable for class treatment if the Litigation proceeded through active litigation and trial.

23. The Parties desire to compromise and settle all issues and claims that have been brought or could have been brought against the Released Persons arising out of or related to the claims asserted in the Litigation.

### **III. PRELIMINARY CERTIFICATION OF SETTLEMENT CLASSES**

1. The Parties stipulate to certification, for settlement purposes only, of Settlement Classes defined as follows:

**Denied Entry Class:** All ticketholders to the Copa America Final Match who were denied entry to Hard Rock Stadium.

**Denied Full Access Class:** All ticketholders to the Copa America Final Match that were admitted to Hard Rock Stadium, but were denied full access to and enjoyment of Hard Rock Stadium facilities or to specific seats purchased.

Specifically excluded from the Settlement Classes are the following persons:

- (i) Defendants and their respective subsidiaries and affiliates, members, employees, officers, directors, agents, and representatives and their family members;
- (ii) Class Counsel;
- (iii) The judges who have presided over the Litigation;
- (iv) All persons who settled with, released, or otherwise had claims dismissed with prejudice or had claims adjudicated on the merits against Defendants arising from or relating to the same allegations or circumstances as the Litigation, including but not limited to all persons who signed a release of claims arising from or relating to the same allegations or circumstances as the Litigation; and
- (v) All persons who have timely elected to become Opt-Outs from the Settlement Classes in accordance with the Court's Orders.

2. Solely for the purpose of implementing this Agreement and effectuating the Settlement, Defendants stipulate to the Court entering an order preliminarily certifying the Settlement Classes, appointing the Named Plaintiffs as representatives of the Settlement Classes and appointing the following as Lead Class Counsel to act on behalf of the Settlement Classes:

Brian W. Warwick  
Janet R. Varnell  
Jeffrey L. Newsome, II  
Varnell & Warwick, P.A.  
400 N. Ashley Drive, Suite 1900  
Tampa, Florida 33602

3. Solely for the purpose of implementing this Agreement and effectuating the Settlement, Defendants stipulate that the Named Plaintiffs and Class Counsel are adequate representatives of the Settlement Classes.

4. Defendants do not consent to certification of the Settlement Classes for any purpose other than to effectuate the Settlement. If the Court does not enter a Preliminary Approval Order or Final Order and Judgment, or if for any other reason final approval of the Settlement does not occur, is successfully objected to, or challenged on appeal, any certification of any Settlement Classes will be vacated and the Parties will be returned to their positions with respect to the Litigation as if the Agreement had not been entered into. In the event that final approval of the Settlement is not achieved or the Effective Date of the Settlement does not occur: (a) any court orders preliminarily or finally approving the certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Agreement, that Defendants did not oppose the certification of the Settlement Classes under this Agreement, or that the Court preliminarily approved the certification of the Settlement Classes, shall not be used or cited

thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class.

5. If, for any reason, the Settlement is not granted preliminary and/or final approval, Defendants' agreement to certification of the Settlement Classes shall not be used for any purpose, including in any request for class certification in the Litigation or any other proceeding.

6. Plaintiffs shall provide Defendants with a draft motion and supporting papers requesting that the Court grant preliminary approval of the Settlement ten (10) days before filing the Motion for Preliminary Approval. Defendants shall have five (5) days to propose revisions and reserve the right to object if their proposed revisions are not incorporated into the Motion for Preliminary Approval and supporting papers.

#### **IV. SETTLEMENT FUND**

1. Settlement Payment. Pursuant to the terms and conditions set forth below and in consideration of the promises, agreements, and undertaking of the Named Plaintiffs and Settlement Classes set forth herein, Defendants agree to pay or cause to be paid the Settlement Amount into the Escrow Account. Payment of the Settlement Amount shall be "ALL-IN" and in full satisfaction of all Settlement costs including, without limitation, Cash Awards, the Deposit Amount, Notice and Administrative Costs, Attorneys' Fees and Costs, Service Awards, Taxes and Tax Expenses. In no event shall Defendants be obligated to contribute any amount in excess of the Settlement Amount to satisfy their Settlement payment obligations under this Agreement or for settlement of the claims of the Settlement Classes.

2. Establishment of Escrow Account. Within ten (10) days after the Preliminary Approval Date, Defendants will pay, or cause to be paid, the Deposit Amount into the Escrow Account. Within thirty (30) days after the Effective Date, Defendants will wire transfer, or cause to be wire transferred, five million dollars (\$5,000,000) of the Settlement Amount to the Escrow

Account. Within one hundred twenty (120) days after the Effective Date, Defendants will wire transfer, or cause to be wire transferred, to the Escrow Account the additional amount (if any) required to pay all Approved Claims on the Class Member Payment List, provided that the sum of the additional amount plus all amounts previously paid by Defendants—including the Deposit Amount, the \$5,000,000 payment and any other amounts previously advanced by Defendants to the Settlement Administrator for Notice and Administrative Costs—shall not exceed in total fourteen million dollars (\$14,000,000). Any interest that accrues on funds in the Escrow Account shall be added to the Settlement Amount.

3. **Cash Awards to Settlement Class Members.** In accordance with the terms of this Agreement, the Settlement Administrator will distribute the Net Settlement Fund to Settlement Class Members who submit Approved Claims and have not submitted a valid and timely Exclusion Statement from the Settlement Classes.

4. **Claim Form.** To make a Claim under the terms of this Agreement, Settlement Class Members must submit, during the Claim Period, a Claim Form to be approved by the Court but substantially similar to the Claim Form attached hereto as **Exhibit A**. The Parties shall work with the Settlement Administrator to ensure that the Claim Form is easy to understand and complete, that the Claim Form is offered in multiple languages consistent with guidance from the Federal Judicial Center's *Managing Class Action Litigation: A Pocket Guide for Judges*, and that the Claim Form is adapted to online use.

a. All Claimants will be required to execute the Claim Form providing the names of each person for whom they purchased tickets and Valid Proof of Purchase and affirming that they (i) made the claimed purchases of tickets to the Final Match; and (ii) did not sell the tickets for which they are

submitting a claim. Each Claim Form will allow a Claimant to identify membership in the Denied Entry Class or the Denied Full Access Class. Each Settlement Class Member who submits a Claim Form must sign the Claim Form under penalty of perjury and submit to the jurisdiction of the Court for purposes thereof. Claimants may submit no more than one (1) Claim Form per household. If more than one Claimant resides in the same household, each Claimant must provide the required information and supporting documentation to support his or her Claim and sign the Claim Form. A Claimant shall not submit more than one (1) Claim Form.

- b. Denied Entry Class. In addition to the information described in Paragraph 4(a) above, each Claimant in the Denied Entry Class will also be required to provide a Time-Stamped Photograph (or Photo ID if the Claimant does not have a Time-Stamped Photograph). Claimants shall not submit a Time-Stamped Photograph that includes an identifiable image of any Person who was under the age of eighteen on July 14, 2024. Claimants who do not have a Time-Stamped Photograph and instead submit a Photo ID with their Claim Form may redact information other than their picture and name from their Photo ID. Each Claimant in the Denied Entry Class will also be required to affirm that (i) they and the people for whom they purchased tickets were unable to enter the Stadium for the Final Match; (ii) they have not received a refund of any portion of the Out-of-Pocket Funds claimed; and (iii) they are entitled to all Out-of-Pocket Funds claimed and no other Person is entitled to all or any portion of the claimed Out-of-Pocket Funds. Members

of the Denied Entry Class who seek reimbursement of Out-of-Pocket Travel Costs will also be required to (i) itemize their claimed Out-of-Pocket Travel Costs, up to the \$300 per person limit; (ii) identify any ticketholders on whose behalf they incurred the claimed Out-of-Pocket Travel Costs and whether the services for any of the claimed Out-of-Pocket Travel Costs were in one of those ticketholder's names (*e.g.*, a hotel reservation under the name of a ticketholder other than Claimant); and (iii) provide Valid Proof of Out-of-Pocket Travel Costs, to the extent they are seeking such sums.

c. Denied Full Access Class. In addition to the information described in Paragraph 4(a) above, each member of the Denied Full Access Class will also be required to attest on the Claim Form that they were denied full access to Hard Rock Stadium facilities (*e.g.*, access to merchandise, concessions, specific seats purchased) during the Final Match.

5. Facial Recognition. The Settlement Administrator may partner with a third-party vendor or vendors to provide technology that will scan the Time-Stamped Photograph (and/or Photo ID) submitted by any Claimant who identifies himself/herself as a Denied Entry Class Member and compare it to video and/or photographs taken in or around Hard Rock Stadium during the Final Match and which may utilize facial recognition technology.

a. Any facial-scans or facial recognition data will be used for the purpose of authenticating and verifying the Claimant's status as a Denied Entry Class Member. Such data may be shared with the Settlement Administrator's technology vendor(s)/software provider(s). Such data may also be shared

with Defendants, Class Counsel and Defense Counsel, but only on a limited, case-by-case basis in order to resolve potentially fraudulent or suspicious Claims. Any facial-scan or facial recognition data obtained through the technology will otherwise not be disclosed or disseminated other than as outlined herein without the Claimant's or Class Counsel's consent unless required by any local, state, or federal law, court order, municipal ordinance, valid warrant, or valid subpoena.

- b. Any facial-scans or facial recognition data collected and that is described in this **Section IV, Paragraph 5** will be retained for the latter of thirty (30) days after the Effective Date or sixty (60) days after the Claim Deadline. At that time, the Settlement Administrator will take steps through its system and/or through its vendor(s)/software provider(s) to permanently destroy such data as well as any Time-Stamped Photographs and Photo IDs that have been submitted by Claimants. By submitting a Claim Form and Time-Stamped Photograph (and/or Photo ID), a Claimant represents that he or she understands and consents (on behalf of himself or herself, and all members of Claimant's household) to the collection, use, retention, storage, disclosure, and/or re-disclosure of any facial recognition data, biometric information, or biometric identifiers as described in this paragraph, such consent which shall also be expressly affirmed on the Claim Form for a Claim to be an Approved Claim.

6. Claim Submission. Any Settlement Class Member who wishes to submit a Claim must timely complete, sign (by hard copy or electronic signature) and submit a Claim Form and

provide the Settlement Administrator with all requested information (including a Valid Proof of Purchase and Valid Proof of Travel Costs and Time-Stamped Photograph or Photo ID if applicable). Claimants may complete an electronic Claim Form, substantially in the form of **Exhibit A** hereto. If submitted by U.S. Mail, the Claim Form must be postmarked no later than the Claim Deadline. If submitted on-line or via electronic mail, the Claim Form must be received no later than the Claim Deadline. All Claim Forms shall be submitted to the Settlement Administrator under penalty of perjury.

7. Claim Review. The Settlement Administrator shall review and evaluate each Claim Form, including any Time-Stamped Photograph, Photo ID, Valid Proof of Purchase and Valid Proof of Travel Costs submitted therewith, for validity, timeliness and completeness. The Settlement Administrator shall have the right to request additional information it deems necessary to validate a Claimant's identity and/or Claim (e.g., date of birth, Photo ID). Class Counsel and Defense Counsel shall have the right to review the Claim files of the Settlement Administrator at any time, except that the Settlement Administrator may only provide a Claimant's Time-Stamped Photograph, Photo ID and/or a Claimant's facial-scans or facial recognition data to Class Counsel and Defense Counsel if it deems it necessary in order to resolve a potentially fraudulent or suspicious claim, as set forth in **Section IV, Paragraph 5**. The Settlement Administrator shall have the right to confer with Class Counsel and Defense Counsel with respect to any Claim. In the event any disagreements arise between Class Counsel and Defense Counsel in terms of the handling of any particular Claim or categories of Claims or in the event of any disagreement regarding the handling of any Claim by the Settlement Administrator, the Parties agree to work in good faith to resolve such disagreement and to only bring such matters to the Court if all reasonable efforts to resolve them between the Parties have failed. If the Parties elect to bring their

disagreement to the Court, the Parties agree to designate Magistrate Judge Elfenbein to resolve their disagreement upon submission of a joint letter brief setting forth the Parties' respective positions. Within forty-five (45) days of the Claim Deadline, the Settlement Administrator will inform any Claimant whose Claim has been denied that his or her Claim has been denied.

8. Fraudulent or Suspicious Claims. If the Settlement Administrator at any time suspects fraud or misleading conduct with respect to any Claim or group of Claims, then the Settlement Administrator will immediately bring the Claim to the attention of Class Counsel and Defense Counsel, who shall meet and confer with the Settlement Administrator concerning the Claim, including whether the Claim should be denied. Class Counsel and Defense Counsel reserve the right to bring the Claim to the attention of the Court and/or to the attention of appropriate law enforcement authorities. A Claimant who is determined to have submitted a fraudulent Claim shall forfeit his or her right to receive a Cash Award. If the Settlement Administrator determines by a preponderance of the evidence that a Settlement Class Member who claimed not to have entered the Stadium did in fact enter the Stadium and accordingly submitted under penalty of perjury a Claim as a member of the Denied Entry Class, then that Settlement Class Member shall not be eligible to make a Claim as a member of the Denied Full Access Class or modify/convert the original Denied Entry Claim to a Denied Full Access Claim, having made the earlier representations under oath and penalty of perjury.

9. Defendants' Dealings with Settlement Class Members. If contacted during the Claim Period regarding this Settlement Agreement or a Claim by a Settlement Class Member or a Claimant regarding this Settlement, Defendants will use reasonable efforts to refer that Person to the Settlement Administrator by providing to that Person the name of the Settlement Administrator, the domain name of the Settlement Website, and the established toll-free number

regarding this Settlement. If, after being referred to the Settlement Administrator and the toll-free number regarding this Settlement, a Settlement Class Member continues to contact any Defendant regarding this Settlement and that Defendant wishes to engage further with that Settlement Class Member, that Defendant shall meet and confer in good faith with the other Parties to determine a mutually agreeable response to the Settlement Class Member.

10. Distribution to Eligible Claimants. The Settlement Administrator shall use its best efforts to begin paying timely, valid, and Approved Claims within one-hundred fifty (150) days after the Effective Date. The Settlement Administrator shall provide Claimants with options to receive Cash Awards by electronic means to the extent possible.

## **V. PLAN OF ALLOCATION OF CASH AWARDS**

1. No later than sixty (60) days after the Claim Deadline, the Settlement Administrator will provide to Class Counsel and Defense Counsel a report containing all of the following:

- a. The total number of Claims filed and the total number of Approved Claims.
- b. The Class Member Payment List.
- c. The total aggregate Cash Award amount calculated for all Approved Claims.
- d. The amount of the Net Settlement Fund.

2. Cash Awards to Settlement Class Members. The Settlement Administrator will distribute the Net Settlement Fund from the Escrow Account in accordance with the terms of this Agreement.

- a. Each Denied Entry Class Member who submits an Approved Claim and supporting documentation and who has not previously received a refund of their purchase of tickets to the Final Match will be entitled to an award of damages equal to their Out-of-Pocket Costs, subject to the limitations in Paragraph 2(b) below. The remaining Net

Settlement Fund shall be made available to the Denied Full Access Class. Each Denied Full Access Class Member who submits an Approved Claim and supporting documentation will receive \$100, subject to the limitations in Paragraph 2(b) below.

b. If the total Approved Claims made by both the Denied Entry Class and Denied Full Access Class exceed the Net Settlement Fund, the Approved Claims of Denied Entry Class Members shall be paid and the Approved Claims of Denied Full Access Class Members shall be reduced *pro rata*; except that if the total Approved Claims made by the Denied Entry Class would leave less than \$50 to be paid to each Denied Full Access Class Member with an Approved Claim, then the amount necessary to pay \$50 to each Denied Full Access Class Member shall be allocated to the Denied Full Access Class, and each Cash Award to Denied Entry Class Members will be reduced *pro rata*. By way of example, if (i) the Net Settlement Fund equals \$10,000,000, (ii) the total Approved Claims of the Denied Entry Class equal \$10,000,000, and (iii) 2,000 Denied Full Access Class Members submitted Approved Claims, then \$100,000 will be allocated for payment to the Denied Full Access Class and each Cash Award to Denied Entry Class Members will be reduced *pro rata*.

3. Timing of Cash Awards. The Settlement Administrator shall use its best efforts to begin to distribute Settlement Class Members' shares of the Settlement proceeds within one hundred fifty (150) days after the Effective Date. The Settlement Administrator shall use its best efforts to have completed the distribution to Settlement Class Members no later than one year after the Effective Date.

4. Methods of Payments. The Settlement Administrator will provide a form on the Settlement Website that Settlement Class Members may visit to (a) provide an updated mailing

address for sending a check; or (b) elect to receive the Cash Award by Venmo, PayPal, ACH or Zelle instead of a paper check. A Settlement Class Member shall be permitted to provide an updated mailing address for sending a check one (1) time. Any Settlement Class Member who wishes to receive the Cash Award at an updated address or by Venmo, PayPal, ACH or Zelle must provide no later than thirty (30) days after the Effective Date an updated address or elect to receive the Cash Award by Venmo, PayPal, ACH or Zelle on their Claim Form. Any Settlement Class Member who does not elect to receive the Cash Award by Venmo, PayPal, ACH or Zelle will be paid by a check issued by the Settlement Administrator, and the check will be mailed by first class U.S. Mail by the Settlement Administrator to the address as provided by the Settlement Class Member on the Claim Form.

5. Check Cashing Deadlines & Second Distribution. All Cash Awards 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 ninety (90) days after the date of issuance. After the first ninety (90) day period, and the original checks becoming null and void, there shall be a second round of distributions to Settlement Class Members who did not cash their checks or successfully receive an electronic payment via the first distribution of Cash Awards. The costs of carrying out the second round of distributions shall be paid to the Settlement Administrator from the Net Settlement Fund. Any Cash Awards issued via check in the Second Distribution will state on the face of the check that it will expire and become null and void unless cashed within ninety (90) days after the date of issuance. Any settlement amounts from that Second Distribution that are not cashed within ninety (90) days of issuance shall be returned to Defendants within one hundred twenty (120) days after date of issuance. However, no Second Distribution will be made if Class Counsel, Defense Counsel and the Settlement Administrator determine that the estimated fees and

costs of proceeding with a second distribution would be equal to or greater than the funds remaining in the Escrow Fund. Upon such a determination, the remainder of the funds will be returned to Defendants.

**VI. TAX TREATMENT OF SETTLEMENT ACCOUNT; CONSEQUENCES OF TERMINATION**

1. The Parties will treat the Escrow Account as a “qualified settlement fund” within the meaning of Treasury Regulations 1.468B-1 through 1.468B-5, 26 C.F.R. 1.468B-1 through 1.468B-5 (1992). They will treat the Escrow Account as a qualified settlement fund for all reporting purposes under the federal tax laws. In addition, the Settlement Administrator and, as required, Defendants will jointly and timely make the “relation-back election” (as defined in Treasury Regulation 1.468B-1) back to the earliest permitted date. Such election will be made in compliance with the procedures and requirements contained in such regulations. It will be the responsibility of the Settlement Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties and thereafter to cause the appropriate filing to occur.

2. The Settlement Administrator shall act as the Escrow Agent within the meaning of Section 468B of the Internal Revenue Code of 1986 and Treasury Regulation 1.468B for the Escrow Account. The Settlement Administrator will timely and properly file all informational and other tax returns necessary or advisable with respect to the Escrow Account (including without limitation the returns described in Treasury Regulation 1.468B-2(k)). Such returns (as well as the election described in **Section VI, Paragraph 1**) will be consistent with this Paragraph and **Section VI, Paragraph 1** and in any event will reflect that all taxes (including any estimated taxes, interest or penalties) on the income earned by the Escrow Account will be paid out of the Escrow Account.

3. All Taxes and Tax Expenses will be paid out of the Escrow Account; in no event will Defendants have any liability or responsibility whatsoever for the Taxes, the Tax Expenses, or the filing of any tax returns or other documents with the Internal Revenue Service or any other state or local taxing authority. The Settlement Administrator will indemnify and hold Defendants and Defense Counsel harmless for Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification). Furthermore, Taxes and Tax Expenses will be timely paid by the Settlement Administrator out of the Escrow Account without prior Court order, and the Settlement Administrator will be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to Claimants any funds necessary to pay such amounts (as well as any amounts that may be required to be withheld under Treasury Regulation 1.468B-2(1)-(2)); Defendants are not responsible for and shall have no liability therefor or for any reporting requirements that may relate thereto. The Parties agree to cooperate with the Settlement Administrator, each other and their respective tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this **Section VI** and the Agreement.

## **VII. SETTLEMENT ADMINISTRATOR**

1. Selection and Appointment of Settlement Administrator. The Parties have agreed to have Angeion Group serve as the Settlement Administrator and will jointly request that the Court appoint the Settlement Administrator. The Settlement Administrator has provided Class Counsel and Defense Counsel with the Class Notice Program. The Class Notice Program sets forth a detailed estimate and a “not-to-exceed” price for performing all tasks and duties regarding this settlement. A copy of the Class Notice Program is attached hereto as **Exhibit E**.

2. Within fourteen (14) days after Preliminary Approval (unless otherwise directed by the Court upon application of Defendants), Defendants shall provide the Settlement Administrator

with contact information available in their records for Settlement Class Members including but not limited to (as available) the name, email address and last known addresses where available.

3. Once approved by the Court, the Settlement Administrator shall carry out its responsibilities subject to the terms of this Settlement Agreement and any applicable orders of the Court. The Settlement Administrator shall oversee the Claims Administration process after Preliminary Approval, including sending the CAFA Notices, disseminating the Class Notice to be mailed and emailed to Settlement Class Members who can be identified through reasonable effort as well as a process, subject to mutual agreement by the Parties, for administering the Settlement Website and Claim Forms process and overseeing the distribution of Cash Awards to Settlement Class Members in accordance with the terms of the Settlement and orders of the Court.

4. Claims Administration. The Settlement Administrator shall administer the monetary relief for Settlement Class Members strictly pursuant to the terms of this Agreement and shall seek to resolve issues with Claim Forms in a cost effective and timely manner. The Settlement Administrator may make reasonable requests for assistance from the Parties to identify Settlement Class Members; to facilitate providing direct notice to Settlement Class Members who can be identified through reasonable effort, including but not limited to checking the United States Postal Service's National Change of Address system and performing skip tracing as necessary; and to accomplish such other purposes as may be approved by Defendants and Class Counsel; and the Parties shall reasonably cooperate with such requests to the extent they are not overly burdensome.

5. No Liability for Claims Administered Pursuant to Settlement Agreement. No Person shall have any claim against Defendants, Defense Counsel, Named Plaintiffs, Class Counsel, the Released Parties and/or the Settlement Administrator based on any determinations,

distributions, or awards made with respect to any Claim. For the avoidance of doubt, in no event shall Named Plaintiffs, Class Counsel, Defendants, or Defense Counsel, have any liability for any claims of wrongful conduct (whether intentional, reckless, or negligent) on the part of the Settlement Administrator or its agents, including but not limited to the handling of personal information by the Settlement Administrator or its agents.

6. Settlement Administrator Duties. The Settlement Administrator shall:

a. Use personal information acquired as the result of this Settlement Agreement solely for purposes of providing Notice and evaluating and paying Claims under this Settlement Agreement.

b. Assign a manager to oversee the protection and appropriate management of personal information including, without limitation, for purposes of maintaining its confidentiality and review its internal system to manage the protection of personal information to ensure consistent performance and constant improvement.

c. Take security countermeasures to prevent unauthorized access to personal information and the loss, destruction, falsification and/or exposure of personal information.

d. If outsourcing the handling of personal information, determine that outsourced companies take steps to ensure appropriate management of the information to prevent leaks of personal or confidential information and prohibit reuse of information for other purposes. The Settlement Administrator shall not outsource the handling of personal information without the approval of Class Counsel and Defendants.

e. Respond immediately with appropriate measures when necessary to disclose, correct, stop using or eliminate contents of information.

f. Within four-hundred and fifty (450) days after the Effective Date and in compliance with applicable retention law, destroy all personal information obtained in connection with this settlement in a manner most likely to guarantee that such information shall not be obtained by unauthorized persons.

7. Settlement Administrator Accounting. The Settlement Administrator shall maintain a complete and accurate accounting of all receipts, expenses (including Notice and Administrative Costs) and payments made pursuant to this Settlement Agreement. The accounting shall be made available on reasonable notice to Class Counsel and Defense Counsel.

8. Removal of Settlement Administrator. If the Settlement Administrator fails to perform adequately, any Party may petition the Court to remove the Settlement Administrator. Before any such petition is filed with the Court, the Parties shall meet and confer in good faith and attempt to reach agreement as to whether or not such petition should be filed.

9. Class Notice Program. The Class Notice Program used to provide notice of this settlement to the Settlement Classes shall be that which is approved in the Court's Preliminary Approval Order. The cost of the Class Notice Program shall be paid from the Settlement Amount, a portion of which shall be deposited into the Escrow Account in accordance with **Section IV, Paragraph 2.** The Settlement Administrator shall commence the Class Notice Program no later than sixty (60) days after the Preliminary Approval Date unless a later date is approved by the Court upon petition of the Parties and/or the Settlement Administrator. The Class Notice Program shall be effectuated by the Settlement Administrator, and it shall include, at a minimum:

a. E-mailed and Mailed Notice. Following the entry of the Preliminary Approval Order, the Settlement Administrator shall send the Class Notice substantially in the form attached hereto as **Exhibits B, C and D** via email and U.S. mail, first-class postage

prepaid, to persons listed on the Class List. To the extent no mailing address is available for a Settlement Class Member, notice will be sent to that Settlement Class Member by email only. Within fourteen (14) days following Preliminary Approval, Defendants will provide or cause to be provided to the Settlement Administrator with reasonably available and accessible information that identifies possible members of the Settlement Classes from their existing records.

b. Settlement Website. No later than sixty (60) days after the Preliminary Approval Date, the Settlement Administrator shall establish and make live the Settlement Website, which shall be an Internet website concerning the Settlement utilizing the domain name FinalMatchSettlement.com. The domain name of the Settlement Website shall be included in all Class Notices. The Settlement Website shall provide, at a minimum: (i) information concerning deadlines for filing a Claim Form, and the dates and locations of relevant Court proceedings, including the Fairness Hearing; (ii) the toll-free phone number applicable to the settlement; (iii) copies of the Settlement Agreement, the Class Notice, the Claim Form, Court Orders regarding this Settlement, and other relevant Court documents, including Class Counsel's Motion for Approval of Attorneys' Fees, Cost, and Service Awards; and (iv) information concerning the submission of Claim Forms, including the ability to submit Claim Forms electronically, including Time-Stamped Photograph, Photo ID, Valid Proof of Purchase and Valid Proof of Travel Costs.

c. Toll-Free Number. No later than sixty (60) days after the Preliminary Approval Date, the Settlement Administrator shall establish a toll-free telephone number that will provide members of the Settlement Classes with information and direct them to the Settlement Website. The toll-free telephone number shall be included on the Settlement

Website and in the Class Notice. The telephone number shall be capable of providing general information concerning deadlines for filing a Claim Form, opting out of or objecting to the Settlement, and the dates and locations of relevant Court proceedings, including the Fairness Hearing.

10. Proof of Compliance with Class Notice Program. The Settlement Administrator shall provide Class Counsel and Defense Counsel with a declaration detailing all of its efforts regarding the Class Notice Program, its timely completion of the Class Notice Program and its reach to the members of the Settlement Classes, to be filed along with Named Plaintiffs' Motion for Final Approval of Class Action Settlement.

11. Settlement Administrator Database. The Settlement Administrator shall maintain and preserve records of all of its activities in a computerized database with easily retrievable records, relative to the Settlement, including logs of all telephone calls, emails, faxes and mailings; visits to the Settlement Website; and all other contacts with actual and potential members of the Settlement Classes. The database shall also include a running tally of the number and types of materials mailed or disseminated by the Settlement Administrator. The Settlement Administrator shall provide Class Counsel and Defense Counsel with weekly written reports throughout the Claim Period summarizing all statistics and actions taken by the Settlement Administrator in connection with administering the settlement.

### **VIII. SETTLEMENT NOTICE, OBJECTIONS AND OPT-OUT RIGHTS**

1. Prior to the Fairness Hearing, the Settlement Administrator shall provide to the Parties documentation reflecting the fact that the Class Notice Program has been executed in accordance with the Preliminary Approval Order, which documentation will be provided to the Court.

2. Any Settlement Class Member who intends to object must do so on or before the Opt-Out and Objection Date. In order to object, the Settlement Class Member must file the objection with the Court on or before the Opt-Out and Objection Date. The objection must provide the following:

- a. the Settlement Class Member's printed name, address, telephone number, and email address associated with their Ticketmaster account;
- b. whether the Settlement Class Member is represented by counsel and, if so, contact information for his or her counsel;
- c. evidence showing that the objector is a Settlement Class Member, including Valid Proof of Purchase;
- d. whether the objection applies to that Settlement Class Member or to a specific subset of the Settlement Classes or to the entire Settlement Class and state with specificity the grounds for the objection;
- e. all arguments for any and all objections being raised, including any other supporting papers, declarations, affidavits, materials or briefs that the Settlement Class Member wishes the Court to consider when reviewing the objection;
- f. a list of all cases (including caption, court and docket number) in which the Settlement Class Member or Settlement Class Member's counsel has filed an objection or in any way participated—financially or otherwise—in objecting to a class settlement during the preceding five years;
- g. the actual signature of the Settlement Class Member making the objection in addition to the signature of the objector's attorney (if any). An attorney's signature alone shall not be deemed sufficient to satisfy this requirement; and

h. a statement as to whether the objecting Settlement Class Member intends to appear at the Fairness Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules), and a list of all persons (if any) who will be called to testify in support of the objection.

3. Any Settlement Class Member who fails to file and timely serve a written objection and notice of his or her intent to appear at the Fairness Hearing pursuant to the above Paragraph, as detailed in the Class Notice, shall not be permitted to object to the approval of the Settlement at the Fairness Hearing and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by appeal or other means.

4. A Settlement Class Member who wishes to opt out of the Settlement Classes must do so on or before the Opt-Out and Objection Date. To opt out, a Settlement Class Member must inform the Settlement Administrator in writing that he or she wishes to be excluded from the Settlement Classes and must send that request to the Settlement Administrator by either U.S. Mail, post-marked no later than the Opt-Out and Objection Date or submitted online through the claims portal and verified no later than the Opt-Out and Objection Date. The Exclusion Statement must be personally signed or submitted by the Settlement Class Member requesting exclusion and contain the Settlement Class Member's name, address, telephone number, Valid Proof of Purchase, and email address associated with the Settlement Class Member's Ticketmaster account, together with a statement that indicates a desire to be excluded from the Settlement Classes. Requests for exclusion signed by legal counsel for a Settlement Class Member shall not be effective and shall be of no force or effect. To be effective, Opt-Outs submitted online must verify the request to opt-out no later than 11:59 pm EST on the Opt-Out and Objection Date, using the link sent to the Settlement Class Member who submitted the Exclusion Statement. A

Settlement Class Member may opt out on an individual and personal basis only; so-called “mass” or “class” opt-outs shall not be allowed.

5. Except for those Settlement Class Members who timely and properly file an Exclusion Statement, all other Settlement Class Members will be deemed to be Settlement Class Members for all purposes under the Agreement and upon the Effective Date, will be bound by its terms, regardless of whether they file a Claim or receive any monetary relief.

6. Any Settlement Class Member who properly opts out of the Settlement Classes shall not: (a) be bound by any orders or judgments entered in the Litigation or relating to the Settlement; (b) be entitled to relief under, or be affected by, the Agreement; (c) gain any rights by virtue of the Agreement; or (d) be entitled to object to any aspect of the Settlement. Any statement or submission purporting or appearing to be both an objection and an opt-out shall be treated as an Exclusion Statement, but Class Counsel shall have an opportunity to contact the Settlement Class Member for purposes of clarification.

7. The Settlement Administrator shall provide Class Counsel and Defense Counsel with copies of all requests for exclusion to counsel for the Parties on a weekly basis by email and will provide the Opt-Out List no later than seven (7) days after the Opt-Out and Objection Date.

#### **IX. ATTORNEYS' FEES, EXPENSES, AND REPRESENTATIVE PLAINTIFFS' SERVICE AWARDS**

1. Within the time period established by the Court, and no later than sixty (60) days after the Preliminary Approval Date, Class Counsel will file a Motion for Approval of Attorneys' Fees and Costs, and Service Awards to be paid from the Settlement Amount, which shall be included on the Settlement Website. The Class Notice Program shall inform the Settlement Class Members that Class Counsel may apply for attorneys' fees and reimbursement of verifiable litigation costs plus reasonable costs incurred through the Effective Date, attorneys' fees and costs

not to exceed twenty-five percent (25%) of the Settlement Amount. Defendants expressly reserve the right to oppose the Motion for Approval of Attorneys' Fees and Costs and Service Awards, if they so choose. The procedure for and the allowance or disallowance by the Court of any application for Attorneys' Fees and Costs is not a material term of the Settlement or Agreement and is not a condition of this Agreement that any particular application for Attorneys' Fees and Costs or amount be approved. Failure of the Court to award, in whole or in part, the Attorneys' Fees and Costs sought by Class Counsel is not a basis to terminate this Settlement. If an application for Attorneys' Fees and Costs is approved by the Court, Class Counsel shall provide W-9 Forms to the Settlement Administrator prior to such payment.

2. Attorneys' Fees and Costs approved by the Court shall be paid within forty-five (45) days after the Effective Date from the Settlement Amount. Class Counsel shall thereafter distribute attorneys' fees and costs as they deem appropriate. Under no circumstances will Defendants be liable to Class Counsel, or any other attorney or law firm, for, because of, relating to, concerning or as a result of any payment or allocation of attorneys' fees made in accordance with this Settlement Agreement; and Class Counsel, and each of them, release Defendants from any and all disputes or claims because of, relating to, concerning or as a result of any payment or allocation of attorneys' fees and costs made pursuant to this Settlement Agreement.

3. Class Counsel may move for Service Awards of five thousand dollars (\$5,000) to each of the Named Plaintiffs in the Litigation, as may be approved by the Court, to the extent permitted by applicable law. Defendants shall not object to such requests. Failure of the Court to award, in whole or in part, the Service Awards sought by any or all of the Named Plaintiffs is not a basis to terminate this Settlement. If approved by the Court, such Service Awards will be paid from the Settlement Amount no later than seventy-five (75) days after the Effective Date.

4. Any order or proceedings relating to the applications for Attorneys' Fees and Costs and Service Awards or any appeal from any order relating thereto or reversal or modification thereof will not operate to terminate or cancel this Agreement.

**X. NOTICES**

1. All Notices (other than the Class Notice and CAFA Notices) required by the Agreement shall be made in writing and mailed to the following addresses:

All Notices to Class Counsel shall be sent to Class Counsel, c/o:

Brian W. Warwick  
Janet R. Varnell  
Jeffrey L. Newsome, II  
Varnell & Warwick, P.A.  
400 N. Ashley Drive, Suite 1900  
Tampa, Florida 33602

All Notices to Defense Counsel provided herein shall be sent to Defense Counsel, c/o:

Mark S. Mester  
Johanna Spellman  
Latham & Watkins LLP  
330 N. Wabash Avenue  
Suite 2800  
Chicago, Illinois 60611  
Telephone: (312) 876-7700  
  
Melissa C. Pallett-Vasquez  
Matthew W. Tieman  
Bilzin Sumberg Baena Price & Axelrod LLP  
1450 Brickell Avenue, Suite 2300  
Miami, Florida 33131-3456  
Telephone: (305) 350-2393

Julie Singer Brady  
Brandon T. Crossland  
Baker & Hostetler LLP  
200 South Orange Avenue, Suite 2300  
Orlando, Florida 32801  
Telephone: (407) 649-4000  
Facsimile: (407) 841-0168  
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Email: [brian.sher@bclplaw.com](mailto:brian.sher@bclplaw.com)  
Email: [lauren.caisman@bclplaw.com](mailto:lauren.caisman@bclplaw.com)

*Counsel for BEST Crowd  
Management, Inc.*

2. The notice recipients and addresses designated above may be changed by written notice.

3. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of comments, objections, requests for exclusion or other documents or filings received as a result of the Class Notice.

## **XI. SETTLEMENT APPROVAL PROCESS**

1. After execution of this Agreement, Named Plaintiffs and Class Counsel shall promptly move the Court to enter the Preliminary Approval Order that is without material alteration from **Exhibit F** hereto, which:

- a. Preliminarily approves this Settlement;
- b. Stays Defendants' deadline to respond to the Second Amended Complaint;
- c. Directs that notice is provided in a reasonable manner, as set forth herein, to all Settlement Class Members who would be bound by the Settlement;

d. Preliminarily certifies the Settlement Classes;

e. Schedules a Fairness Hearing on final approval of this Settlement and Agreement to consider the fairness, reasonableness, and adequacy of the proposed Settlement and whether it should be finally approved by the Court, such Fairness Hearing to be no earlier than one hundred fifty (150) days after the Preliminary Approval Date, subject to Court approval;

f. Finds that the proposed Settlement is sufficiently fair, reasonable and adequate to warrant providing notice to the Settlement Classes;

g. Appoints the Settlement Administrator in accordance with the provisions of

**Section VII;**

h. Approves the Class Notice, the content of which is without material alteration from **Exhibits B, C, and D** hereto and directs the Settlement Administrator to disseminate the Class Notice in accordance with the Class Notice Program provided for in this Agreement;

i. Approves the Claim Form and Claim Process, the content of which is without material alteration from **Exhibit A** hereto, and sets a Claim Deadline;

j. Approves the creation of the Settlement Website as defined in **Section VII, Paragraph 9(b);**

k. Finds that the Class Notice Program implemented pursuant to this Agreement: (i) is the best practicable notice; (ii) is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation and of their right to object to or to exclude themselves from the proposed settlement; (iii) is

reasonable and constitutes due, adequate and sufficient notice to all persons entitled to receive notice; and (iv) meets all applicable requirements of applicable law;

1. Requires the Settlement Administrator to file proof of maintenance of the Settlement Website at or before the Fairness Hearing;

m. Requires each Settlement Class Member who wishes to be excluded from the Settlement Classes to submit an appropriate, timely Exclusion Statement, postmarked no later than one hundred twenty (120) days after the Preliminary Approval Date, or as the Court may otherwise direct, to the Settlement Administrator at the address on the Class Notice;

n. Preliminarily enjoins all Settlement Class Members unless and until they have timely excluded themselves from the Settlement Classes from: (i) filing, commencing, prosecuting, intervening in or participating as plaintiff, claimant or class member in any other lawsuit or administrative, regulatory, arbitration or other proceeding in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation and/or the Released Claims arising on or before the Preliminary Approval Date; (ii) filing, commencing or prosecuting a lawsuit or administrative, regulatory, arbitration or other proceeding as a class action on behalf of any Settlement Class Members who have not timely excluded themselves (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation and/or the Released Claims arising on or before the Preliminary Approval Date; and (iii) attempting to effect Opt-Outs of a class of individuals in any lawsuit or administrative, regulatory,

arbitration or other proceeding based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation and/or the Released Claims. This provision, however, is not intended to prevent Settlement Class Members from participating in any action or investigation initiated by a state or federal agency.

o. Orders that any Settlement Class Member who does not submit a timely, written Exclusion Statement from the Settlement Class (*i.e.*, becomes an Opt-Out) will be bound by all proceedings, orders and judgments in the Litigation, even if such Settlement Class Member has previously initiated or subsequently initiates individual litigation or other proceedings encompassed by the Release;

p. Requires each Settlement Class Member who is not an Opt-Out and who wishes to object to the fairness, reasonableness or adequacy of this Agreement or the proposed Settlement or to the Attorneys' Fees and Costs to file with the Court and serve on Class Counsel no later than one hundred twenty (120) days after the Preliminary Approval Date or as the Court may otherwise direct, a statement of the objection signed by the Settlement Class Member containing the information outlined in **Section VIII, Paragraph 2**.

q. Provides that any response to an objection shall be filed with the Court no later than seven (7) days before the Fairness Hearing.

r. Specifies that any Settlement Class Member who does not file a timely written objection to the Settlement or who fails to otherwise comply with the requirements of **Section VIII, Paragraph 2** shall be foreclosed from seeking any adjudication or review of this settlement by appeal or otherwise.

s. Requires that any attorney hired by a Settlement Class Member will be at the Settlement Class Member's expense for the purpose of objecting to this Agreement, the proposed Settlement, the Attorneys' Fees and Costs and/or the Service Awards;

t. Requires any attorney hired by a Settlement Class Member for the purpose of objecting to the proposed Settlement, to the Attorneys' Fees and Costs and/or to the Service Awards and who intends to make an appearance at the Fairness Hearing to provide to the Settlement Administrator (who shall forward it to Class Counsel and Defense Counsel) and to file with the Clerk of the Court a notice of intention to appear no later than the Opt-Out and Objection Date or as the Court may otherwise direct;

u. Requires any Settlement Class Member who files and serves a written objection and who intends to make an appearance at the Fairness Hearing to provide to the Settlement Administrator (who shall forward it to Class Counsel and Defense Counsel) and to file with the Clerk of the Court a notice of intention to appear no later than the Opt-Out and Objection Date or as the Court otherwise may direct;

v. Directs the Settlement Administrator to establish a post office box in the name of the Settlement Administrator to be used for receiving requests for exclusion, objections, notices of intention to appear and any other communications, and providing that only the Settlement Administrator, Class Counsel, Defense Counsel, Defendants, the Court, the Clerk of the Court and their designated agents shall have access to this post office box, except as otherwise provided in this Agreement;

w. Directs the Settlement Administrator to promptly furnish Class Counsel and Defense Counsel with copies of any and all written requests for exclusion, notices of

intention to appear or other communications that come into its possession, except as expressly provided in this Agreement;

x. Directs that Class Counsel shall file their applications for the Attorneys' Fees and Costs and Named Plaintiffs' Service Awards in accordance with the terms set forth in **Section IX** and directs Defendants to file their response (if any) to such applications no later than forty (40) days after the date those applications are filed with the court;

y. Orders the Settlement Administrator to provide the Opt-Out List to Class Counsel and Defense Counsel no later than seven (7) days after the Opt-Out and Objection Date, and then Class Counsel will file with the Court the Opt-Out List with an affidavit from the Settlement Administrator attesting to the completeness and accuracy thereof no later than three (3) business days thereafter or on such other date as the Parties may direct; and

z. Contains any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of this Agreement and the proposed settlement.

## **XII. FINAL ORDER AND JUDGMENT AND RELEASES**

1. Pursuant to the schedule set by the Court in its Preliminary Approval Order and no later than one hundred twenty (120) days after the Preliminary Approval Date, Class Counsel shall file a motion and supporting papers requesting that the Court grant final approval of this Settlement Agreement and for entry of a Final Order and Judgment.

2. Plaintiffs shall provide Defendants with a draft motion and supporting papers requesting that the Court grant final approval of the Settlement ten (10) days before filing the Motion for Final Approval. Defendants shall have five (5) days to propose revisions and reserve

the right to object if their proposed revisions are not incorporated into the Motion for Final Approval and supporting papers.

3. If this Agreement (including any amendment or modification made with the consent of the Parties as provided herein) is approved by the Court following the Fairness Hearing scheduled by the Court in its Preliminary Approval Order, the Parties shall request that the Court enter a mutually-agreeable Final Order and Judgment pursuant to the Federal Rules of Civil Procedure and all applicable laws, that, among other things:

- a. Finds that the Court has personal jurisdiction over the Parties and all members of the Settlement Classes and that the Court has subject matter jurisdiction to approve this Settlement and Agreement and all Exhibits thereto;
- b. Certifies a Settlement Class solely for purposes of this Settlement;
- c. Grants final approval to this Agreement as being fair, reasonable and adequate as to all Settling Parties and consistent and in compliance with all requirements of due process and applicable law, as to and in the best interests of all Settling Parties and directs the Parties and their counsel to implement and consummate this Agreement in accordance with its terms and provisions;
- d. Declares this Agreement and the Final Order and Judgment to be binding on and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings encompassed by the Named Plaintiffs' General Release (as set forth in **Section I, Paragraph 36**) and/or the Release (as set forth in **Section I, Paragraphs 52-53**) maintained by or on behalf of the Named Plaintiffs and all other Settlement Class Members, as well as their respective agents, heirs, executors or administrators, successors and assigns;

e. Finds that the Class Notice Program implemented pursuant to this Agreement: (i) constituted the best practicable notice; (ii) constituted notice that was reasonably calculated under the circumstances to apprise Settlement Class Members of the pendency of the Litigation, of their right to object to or exclude themselves from the proposed Settlement, of their right to appear at the Fairness Hearing and of their right to seek monetary and other relief; (iii) constituted reasonable, due, adequate and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements of due process and any other applicable law;

f. Approves the Claim Form that was distributed to Settlement Class Members, the content of which was without material alteration from **Exhibit A** hereto;

g. Finds that Class Counsel and the Named Plaintiffs adequately represented the Settlement Classes for purposes of entering into and implementing the Settlement and Agreement;

h. Dismisses the Litigation now pending before the Court on the merits and with prejudice and without fees or costs except as provided herein, in accordance with the terms of the Final Order and Judgment as set forth herein;

i. Adjudges that the Named Plaintiffs and the Settlement Classes have conclusively compromised, settled, dismissed and released any and all Released Claims against Defendants and the Released Persons with prejudice;

j. Adjudges that the Named Plaintiffs have conclusively compromised, settled, dismissed and released any and all Named Plaintiff Released Claims against Defendants and the Released Persons with prejudice;

k. Approves payment of the Attorneys' Fee and Expenses to Class Counsel and the Named Plaintiffs' Service Awards in a manner consistent with **Section IX**;

l. Without affecting the finality of the Final Order and Judgment for purposes of appeal, reserves jurisdiction over the Settlement Administrator, Defendants, the Named Plaintiffs and the Settlement Classes as to all matters relating to the administration, consummation, enforcement and interpretation of the terms of the Settlement and Final Order and Judgment and for any other necessary purposes;

m. Provides that upon the Effective Date, the Named Plaintiffs and all Settlement Class Members who have not been excluded from the Settlement Classes, whether or not they return a Claim Form within the time and in the manner provided for, shall be barred from asserting any Released Claims against Defendants and/or any Released Persons, and any such Settlement Class Members shall have released any and all Released Claims as against Defendants and all Released Persons;

n. Provides that upon the Effective Date, the Named Plaintiffs shall be barred from asserting any Named Plaintiff Released Claims against Defendants and/or any Released Persons, and that Named Plaintiffs shall have released any and all Named Plaintiff Released Claims as against Defendants and all Released Persons;

o. Determines that the Agreement and the Settlement provided for herein and any proceedings taken pursuant thereto are not and should not in any event be offered or received as evidence of, a presumption, concession or an admission of liability or of any misrepresentation or omission in any statement or written document approved or made by Defendants or any Released Persons or of the suitability of these or similar claims to class treatment in active litigation and trial; provided, however, that reference may be made to

this Agreement and the Settlement provided for herein in such proceedings as may be necessary to effectuate the Agreement;

p. Bars and permanently enjoins all Settlement Class Members who have not been properly excluded from the Settlement Classes from (i) filing, commencing, prosecuting, intervening in or participating (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration or other proceeding in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims arising on or before the Preliminary Approval Date and (ii) organizing Settlement Class Members who have not been excluded from the class into a separate class for purposes of pursuing as a purported class action any lawsuit or arbitration or other proceeding (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action) based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation and/or the Released Claims arising on or before the Preliminary Approval Date, except that Settlement Class Members are not precluded from participating in any investigation or suit initiated by a state or federal agency;

q. Approves the Opt-Out List and determines that the Opt-Out List is a complete list of all Settlement Class Members who have timely requested exclusion from the Settlement Classes and, accordingly, shall neither share in nor be bound by the Final Order and Judgment except for Opt-Outs who subsequently submit Claim Forms during the Claim Period; and

r. Authorizes the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of this Agreement and all Exhibits hereto as (i) shall be consistent in all material respects with the Final Order and Judgment and (ii) do not limit the rights of the Parties or Settlement Class Members.

4. As of the Effective Date, the Releasing Persons are deemed to have fully released and forever discharged the Released Persons of and from all Released Claims by operation of entry of the Final Judgment and Order of Dismissal.

5. As of the Effective Date, the Named Plaintiff Releasors are deemed to have fully released and forever discharged the Released Persons of and from all Named Plaintiff Released Claims by operation of entry of the Final Judgment and Order of Dismissal.

6. Subject to Court approval, all Settlement Class Members who have not excluded themselves from the Settlement Classes shall be bound by this Agreement and the Release, and all of their respective claims shall be dismissed with prejudice and released, irrespective of whether they received actual notice of the Litigation or this Settlement.

7. Without in any way limiting the scope of the Release, this Release covers, without limitation, any and all claims for attorneys' fees, costs or disbursements incurred by Class Counsel or any other counsel representing the Named Plaintiffs or Settlement Class Members, or any Named Plaintiffs or Settlement Class Members, in connection with or related in any manner to the Litigation, the Settlement, the administration of such Settlement and/or the Released Claims, as well as any and all claims for Service Awards to Named Plaintiffs.

8. As of the Effective Date, the Released Persons are deemed to have fully released and forever discharged by operation of the entry of the Final Order and Judgment the Named Plaintiffs, the Settlement Class Members, Class Counsel or any other counsel representing the

Named Plaintiffs or Settlement Class Members, or any of them, of and from any claims arising out of the Litigation and/or the Settlement.

9. The Named Plaintiff Releasors, the Releasing Persons and the Released Persons expressly acknowledge that they are familiar with principles of law such as Section 1542 of the Civil Code of the State of California, which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT 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.**

Notwithstanding California or other law, the Named Plaintiff Releasors, the Releasing Persons and the Released Persons hereby expressly agree that the provisions, rights and benefits of Section 1542 and all similar federal or state laws, rights, rules or legal principles of any other jurisdiction that may be applicable herein and are hereby knowingly and voluntarily waived, released and relinquished to the fullest extent permitted by law solely in connection with unknown claims that are the same as, substantially similar to, or overlap the Named Plaintiff Released Claims and/or the Released Claims, and the Releasing Persons and the Released Persons hereby agree and acknowledge that this is an essential term of the Releases. In connection with the Named Plaintiff General Releases and the Releases, the Named Plaintiff Releasors, the Releasing Persons and the Released Persons acknowledge that they are aware that they may hereafter discover claims currently unknown and unsuspected or facts in addition to or different from those which they now know or believe to be true with respect to matters released herein and that such claims, to the extent that they are the same as, substantially similar to or overlap the Named Plaintiff Released Claims and/or Released Claims are hereby released, relinquished and discharged.

10. Nothing in the Named Plaintiff General Releases and/or Releases shall preclude any action to enforce the terms of this Agreement, including participation in any of the processes detailed herein.

**XIII. WITHDRAWAL FROM OR TERMINATION OF SETTLEMENT**

1. Within thirty (30) days after the occurrence of any of the following events and upon written notice to counsel for all Parties, a Party shall have the right to withdraw from the Settlement and terminate this Agreement:

- a. If the Court fails to approve the Agreement as written or if the Court's approval is reversed or modified on any appeal;
- b. If the Court materially alters any of the terms of the Agreement; or
- c. If the Preliminary Approval Order, in the general form described in **Section XI**, or the Final Order and Judgment, in the general form described in **Section XII**, is not entered by the Court or is reversed or modified on appeal or otherwise fails for any reason.

In the event of a withdrawal pursuant to this **Section XIII**, any certification of a Settlement Class will be vacated, without prejudice to any Party's position on the issue of class certification and the amenability of the claims asserted in the Litigation to class treatment, and the Parties shall be restored to their litigation position existing immediately before the execution of this Agreement.

2. If Settlement Class Members properly and timely submit requests for exclusion from the Settlement Classes as set forth in **Section VIII, Paragraph 4**, thereby becoming Opt-Outs and are in a number more than the confidential number agreed to by the Parties as part of this Settlement and submitted to the Court by the Parties under seal at the time of filing the Motion For Preliminary Approval, then Defendants may withdraw from the Settlement and terminate this Agreement. For the avoidance of doubt, no Defendant shall be permitted to withdraw from the

Settlement and/or terminate this Agreement under this **Section XIII, Paragraph 2** unless a majority of Defendants agree to withdraw from the Settlement and terminate this Agreement.

- a. Consistent with the confidential instructions provided to the Court, this provision may be invoked during the fifteen (15) day period after the Opt-Out List has been served on the Parties, provided the Opt-Out number as submitted confidentiality to the Court has been exceeded by the Opt-Out number identified on the Opt-Out List. In that event, all of Defendants' obligations under this Agreement shall cease to be of any force and effect; the certification of the Settlement Classes shall be vacated without prejudice to Defendants' position on the issue of class certification; and Defendants shall be restored to their litigation position existing immediately before the execution of this Agreement.
- b. To elect to withdraw from the Settlement and terminate this Agreement on the basis set forth in this **Section XIII**, Defendants must notify Class Counsel in writing of their election to do so within the fifteen (15) day period described in this Paragraph.
- c. If Defendants exercise such right, Class Counsel shall have forty-five (45) days following notice or such longer period as agreed to by the Parties to address the concerns of the Opt-Outs. If, as a result of those efforts or otherwise, the total number of members of the Opt-Out List subsequently becomes and remains fewer than the number of Opt-Outs as submitted to the Court under seal at the time of filing the Motion for Preliminary Approval, Defendants shall withdraw their election to withdraw from the Settlement and terminate the Agreement. In no event, however, shall any Defendant have any further obligation under this Agreement to any Opt-Out unless such Settlement Class Member withdraws his/her Exclusion Statement.

d. For purposes of this Paragraph, Opt-Outs shall not include (i) persons who are specifically excluded from the Settlement Classes under **Section III, Paragraph 1(i)-(v)** of the Agreement, (ii) Settlement Class Members who elect to withdraw their Exclusion Statement and/or (iii) Opt-Outs who agree to sign an undertaking that they will not pursue an individual claim, class claim or any other claim that would otherwise be a Released Claim as defined in this Agreement.

3. In the event of withdrawal by Defendants in accordance with the terms set forth in this **Section XIII**, the Agreement shall be null and void, shall have no further force and effect with respect to any Party in the Litigation and shall not be offered in evidence or used in any litigation for any purpose, including, without limitation, the existence, certification or maintenance of any proposed or existing class or the amenability of these or similar claims to class treatment. In the event of such withdrawal, this Agreement and all negotiations, proceedings, documents prepared and statements made in connection herewith shall be without prejudice to Defendants, the Named Plaintiffs and the Settlement Class Members and shall not be deemed or construed to be an admission or confession in any way by any Party of any fact, matter or proposition of law and shall not be used in any manner for any purpose, and the Parties to the Litigation shall stand in the same position as if this Agreement had not been negotiated, made or filed with the Court. In the event of withdrawal by Defendants, Defendants shall be solely responsible for any and all Notice and Administrative Costs incurred on or before the date of withdrawal.

#### **XIV. EFFECTIVE DATE**

1. The Effective Date of this Agreement shall be the first business day after each and all of the following conditions have occurred:

a. This Agreement has been fully executed by all Parties and their counsel;

b. Orders have been entered by the Court certifying the Settlement Classes, granting preliminary approval of this Agreement and approving the form of Class Notice and Claim Form, all as provided above;

c. The Settlement Website has been duly created and maintained as ordered by the Court;

d. The Court has entered a Final Order and Judgment finally approving this Agreement, as provided above; and

e. The Final Order and Judgment has become Final.

2. If, for any reason, this Agreement fails to become Final pursuant to this **Section XIV**, the orders, judgment and dismissal to be entered pursuant to this Agreement shall be vacated, and the Parties will be returned to the status *quo ante* with respect to the Litigation as if the Parties had never entered into this Agreement.

#### **XV. ADDITIONAL PROVISIONS**

1. Entire Agreement. The Recitals and Exhibits to this Agreement are an integral part of the Settlement and are expressly incorporated and made a part of this Agreement.

2. Settlement Purposes Only. This Agreement is for settlement purposes only. Neither the fact of nor any provision contained in this Agreement nor any action taken hereunder shall constitute or be construed as an admission of the validity of any claim or any fact alleged in the Litigation or of any wrongdoing, fault, violation of law or liability of any kind on the part of Defendants or any admission by Defendants of any claim or allegation made in any action or proceeding against Defendants or any concession as to the validity of any of the claims asserted by the Named Plaintiffs in the Litigation. This Agreement shall not be offered or be admissible in evidence against the Parties or cited or referred to in any action or proceeding, except in an action or proceeding brought to enforce its terms. Nothing contained herein is, or shall be construed or

admissible as, an admission by Defendants that the Named Plaintiffs' claims or any similar claims are either valid or suitable for class treatment.

3. Best Efforts. If there are any developments in the effectuation and administration of this Agreement that are not dealt with by the terms of this Agreement, then the Parties shall confer in good faith regarding such matters; and such matters shall be dealt with as agreed upon by the Parties, and if the Parties cannot reach an agreement, as shall be ordered by the Court. The Parties shall execute all documents and use their best efforts to perform all acts necessary and proper to promptly effectuate the terms of this Agreement and to take all necessary or appropriate actions to obtain judicial approval of this Agreement in order to give this Agreement full force and effect. The execution of all such documents must take place prior to the Preliminary Approval Hearing.

4. Administration of Agreement. No person shall have any claim against the Named Plaintiffs, Class Counsel, Defendants, Defense Counsel, the Settlement Administrator or the Released Persons or their agents based on administration of the Settlement substantially in accordance with the terms of the Agreement or any order of the Court or any appellate court.

5. Communications. Class Counsel and all other counsel of record for the Named Plaintiffs and Defense Counsel hereby agree not to engage in any communications with the media or the press on the internet or in any public forum, including but not limited to websites and marketing materials, orally or in writing, that relate to this Settlement or the Litigation other than statements that are fully consistent with the Class Notice or otherwise approved by the Parties.

6. Entire Agreement. This Agreement constitutes the entire agreement between and among the Settling Parties with respect to the Settlement of the Litigation. This Agreement supersedes all prior negotiations and agreements and may not be modified or amended except

by a writing signed by the Parties and their respective counsel. The Parties acknowledge, stipulate and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation or understanding concerning any part of the subject matter of this Agreement has been made or relied on except as expressly set forth in this Agreement.

7. Waiver. There shall be no waiver of any term or condition absent an express writing to that effect by the non-waiving Party. No waiver of any term or condition in this Agreement shall be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Agreement.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original as against any Party who has signed it and all of which shall be deemed a single agreement.

9. Drafting. This Agreement shall not be construed more strictly against one Party than another merely because this Agreement may have been drafted or otherwise prepared in full or substantial part by counsel for one of the Parties, it being recognized that because of the arm's-length negotiations resulting in the Agreement, all Parties hereto have contributed substantially and materially to the preparation of the Agreement. All terms, conditions and Exhibits are material and necessary to this Agreement and have been relied upon by the Parties in entering into this Agreement.

10. Governing Law. This Agreement shall be construed under and governed by the laws of the State of Florida without regard to its choice of law provisions.

11. Continuing Jurisdiction. The Court shall retain continuing and exclusive jurisdiction over the Settling Parties to this Agreement for the purpose of the administration and enforcement of this Agreement.

12. Confidentiality. All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Agreement.

13. Each Party to Bear Own Costs. Except as otherwise provided in this Settlement Agreement, each party to this Settlement Agreement shall bear his or its own costs of the Litigation.

14. Return of Documents. Within thirty (30) days after the Effective Date, Class Counsel will return or destroy all documents, information and material produced by Defendants to the producing Defendant.

15. Representation by Counsel. The Parties are represented by competent counsel, and they have had an opportunity to consult and have consulted with counsel prior to executing this Settlement Agreement. Each Party represents that it understands the terms and consequences of executing this Settlement Agreement and executes it and agrees to be bound by the terms set forth herein knowingly, intelligently, and voluntarily.

16. Mutual Full Cooperation. The Parties agree to cooperate with each other in good faith in order to accomplish the terms of this Settlement Agreement, including the execution of such documents and such other action as may reasonably be necessary to implement the terms of this Settlement Agreement and obtain the Court's final approval of the Settlement Agreement, including the entry of an order dismissing the Litigation with prejudice.

17. No Tax Advice. Neither the Parties nor their counsel intend anything contained herein to constitute legal advice regarding the taxability of any amount paid hereunder. No Person shall rely on anything in this Settlement Agreement to provide tax advice, and any Person, including, without limitation, Named Plaintiffs and Settlement Class Members, shall obtain his,

her or its own independent tax advice with respect to any payment under this Settlement Agreement.

18. Extensions. The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

19. Binding Effect. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Settling Parties.

20. No Prior Assignment, Transfer or Conveyance of Released Claims. The Named Plaintiffs represent and warrant that no portion of any claim, right, demand, action or cause of action against the Released Persons that the Named Plaintiffs, or any of them, have or may have arising out of any allegations made in any of the actions comprising the Litigation or pertaining to any of the Named Plaintiff Released Claims and/or Released Claims, and no portion of any recovery or settlement to which the Named Plaintiffs, or any of them, may be entitled, has been assigned, transferred or conveyed by or for the Named Plaintiffs, or any of them, in any manner; and no person other than the Named Plaintiffs has any legal or equitable interest in the claims, demands, actions or causes of action referred to in this Agreement as those of the Named Plaintiffs.

21. Subheadings. The headings used in this Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this Agreement. In construing this Agreement, the use of the singular includes the plural (and vice-versa) and the use of the masculine includes the feminine (and vice-versa).

22. Stay of Proceedings. The Parties stipulate to stay all proceedings in the Litigation until the approval of this Agreement has been finally determined, except the stay of proceedings

shall not prevent the filing of any motions, affidavits, and other matters necessary to obtain and preserve final judicial approval of this Agreement.

23. Authority. Each person executing this Settlement Agreement on behalf of any Party warrants that such person has the authority to do so. This Settlement Agreement shall be binding upon, and inure to the benefit of, each of the Settling Parties' respective agents, heirs, executors, administrators, successors and assigns.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the Parties have executed and caused this Agreement to be executed by their duly authorized attorneys below.

NAMED PLAINTIFFS	DEFENDANTS
By: <u>Dastagir Nobel</u> Das Nobel	By: _____ Title: _____ South Florida Stadium LLC
By: <u>Eduardo Martinez</u> Eduardo Martinez	By: _____ Title: _____ Confederación Sudamericana de Fútbol
By: <u>Daniel Grande</u> Daniel Grande	By: _____ Title: _____ Confederation of North, Central America and Caribbean Association Football
By: <u>William Pou</u> William Pou	By: _____ Title: _____ BEST Crowd Management, Inc.
By: <u>David Ziemek</u> David Ziemek	
By: <u>Joseph Abadi</u> Joseph Abadi	

# FINAL SFS - Nobel - Class Settlement Agreement

Final Audit Report

2025-11-17

Created:	2025-11-17
By:	Varnell & Warwick PA (info@vandwlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAIIU6-7Mes6g-s20xdScBeUOpzg4Eq8z2

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-  Document created by Varnell & Warwick PA (info@vandwlaw.com)  
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-  Document emailed to Danny Grande (danny@grande-law.com) for signature  
2025-11-17 - 3:31:21 PM GMT
-  Email viewed by Danny Grande (danny@grande-law.com)  
2025-11-17 - 3:38:25 PM GMT
-  Document e-signed by Danny Grande (danny@grande-law.com)  
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Signature Date: 2025-11-17 - 4:59:11 PM GMT - Time Source: server
-  Document emailed to Jacqueline Martinez (jackie@astlawfirm.com) for signature  
2025-11-17 - 4:59:13 PM GMT
-  Email viewed by Jacqueline Martinez (jackie@astlawfirm.com)  
2025-11-17 - 5:57:09 PM GMT
-  Signer Jacqueline Martinez (jackie@astlawfirm.com) entered name at signing as Eduardo martinez  
2025-11-17 - 5:57:55 PM GMT



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 Document e-signed by Eduardo martinez (jackie@astlawfirm.com)

Signature Date: 2025-11-17 - 5:57:57 PM GMT - Time Source: server

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 Document e-signed by William Pou (williampou62@gmail.com)

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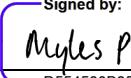
 Agreement completed.

2025-11-17 - 8:10:30 PM GMT



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IN WITNESS WHEREOF, the Parties have executed and caused this Agreement to be executed by their duly authorized attorneys below.

NAMED PLAINTIFFS	DEFENDANTS
By: _____ Das Nobel	Signed by: By:  Title: SVF, General Counsel South Florida Stadium LLC <small>DE54500B351F4A3</small>
By: _____ Eduardo Martinez	By: _____ Title: Confederación Sudamericana de Fútbol
By: _____ Daniel Grande	By: _____ Title: Confederation of North, Central America and Caribbean Association Football
By: _____ William Pou	By: _____ Title: BEST Crowd Management, Inc.
By: _____ David Ziemek	
By: _____ Joseph Abadi	

IN WITNESS WHEREOF, the Parties have executed and caused this Agreement to be executed by their duly authorized attorneys below.

NAMED PLAINTIFFS	DEFENDANTS
By: _____ Das Nobel	By: _____ Title: South Florida Stadium LLC
By: _____ Eduardo Martinez	<i>Manserrat Jiménez Grandas</i> By: _____ Title: Deputy Secretary General Confederación Sudamericana de Fútbol
By: _____ Daniel Grande	By: _____ Title: Confederation of North, Central America and Caribbean Association Football
By: _____ William Pou	By: _____ Title: BEST Crowd Management, Inc.
By: _____ David Ziemek	
By: _____ Joseph Abadi	

IN WITNESS WHEREOF, the Parties have executed and caused this Agreement to be executed by their duly authorized attorneys below.

<b>NAMED PLAINTIFFS</b>	<b>DEFENDANTS</b>
By: _____ Das Nobel	By: _____ Title: South Florida Stadium LLC
By: _____ Eduardo Martinez	By: _____ Title: Confederación Sudamericana de Fútbol
By: _____ Daniel Grande	By:  Title: General Secretary Confederation of North, Central America and Caribbean Association Football
By: _____ William Pou	By: _____ Title: BEST Crowd Management, Inc.
By: _____ David Ziemek	
By: _____ Joseph Abadi	

IN WITNESS WHEREOF, the Parties have executed and caused this Agreement to be executed by their duly authorized attorneys below.

<b>NAMED PLAINTIFFS</b>	<b>DEFENDANTS</b>
By: _____ Das Nobel	By: _____ Title: South Florida Stadium LLC
By: _____ Eduardo Martinez	By: _____ Title: Confederación Sudamericana de Fútbol
By: _____ Daniel Grande	By: _____ Title: Confederation of North, Central America and Caribbean Association Football
By: _____ William Pou	By:  Title: <i>General Manager</i> BEST Crowd Management, Inc.
By: _____ David Ziemek	
By: _____ Joseph Abadi	

**COUNSEL SIGNATURE PAGE**

Date: November 20, 2025

Respectfully submitted,

**VARNELL & WARWICK, P.A.**

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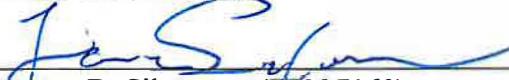
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***Attorneys for Confederación Sudamericana  
de Fútbol, d/b/a CONMEBOL***

**SIDLEY AUSTIN LLP**

/s/

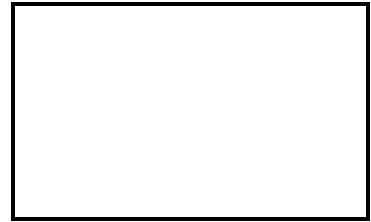
Lawrence D. Silverman (FBN 7160)  
Connor T. Evans (FBN 1039632)  
1001 Brickell Bay Drive, Suite 900  
Miami, Florida 33131  
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Facsimile: (305) 391-5101z  
Email: lawrence.silverman@sidley.com  
Email: connor.evans@sidley.com

***Counsel for Named Plaintiffs***

# Exhibit A

**Your claim must be postmarked or submitted online by: [11:59 p.m. EST ninety days (90) days after the Fairness Hearing]**

*Copa America Settlement*  
c/o Settlement Administrator  
[Address]  
1-XXX-XXX-XXXX  
[www.\[URL\].com](http://www.[URL].com)



### **CLAIM FORM**

*Nobel, et al. v. South Florida Stadium LLC et al.*, No. 1:24-cv-22751-BB  
United States District Court for the Southern District of Florida

You can submit this form by mail to [XXX] Settlement, c/o Settlement Administrator, [Address], or you can file claims online at [www.\[URL\].com](http://www.[URL].com). The deadline to submit or postmark a claim is **[11:59 p.m. EST ninety (90) days after the Fairness Hearing ]**.

**IMPORTANT: YOUR FAILURE TO SUBMIT A TIMELY CLAIM FORM WILL RESULT IN YOU FORFEITING ANY PAYMENT AND BENEFITS FOR WHICH YOU MAY BE ELIGIBLE UNDER THE SETTLEMENT.**

Please carefully read the Class Notice (available at [www.\[URL\].com](http://www.[URL].com)) regarding the Settlement before filling out this form. Terms in this Claim Form are defined in the Class Notice and/or the Settlement Agreement, both of which are available at the Settlement Website ([www.\[URL\].com](http://www.[URL].com)), or by calling 1-XXX-XXX-XXXX or emailing [info@\[URL\].com](mailto:info@[URL].com).

**I. OPTIONS FOR TICKETHOLDERS TO THE 2024 COPA AMERICA FINAL MATCH AT HARD ROCK STADIUM**

If you were a valid ticketholder to the 2024 Copa America Final Match (the “Final Match”) held at Hard Rock Stadium (the “Stadium”) on July 14, 2024, and were either (1) denied entry to the Stadium, or (2) admitted to the Stadium but denied full access to and enjoyment of Stadium facilities or to specific seats purchased, and would like a cash payment pursuant to the Settlement Agreement, you **must** complete and sign this Claim Form no later than [xxxxxx, xx, 2026].

**If you were denied entry to the Stadium during the Final Match**, you are a member of the Denied Entry Class and are eligible to receive up to \$2,000 per ticket, which may include up to \$300 in certain out-of-pocket travel costs per person. Complete the information in **Section II** of this Claim Form.

**If you were admitted to the Stadium during the Final Match but were denied full access to and enjoyment of Stadium facilities or to specific seats purchased**, you may be a member of the Denied Full Access Class and eligible to receive up to \$100 per ticket. Complete the information in **Section III** of this Claim Form.

Excluded parties are (1) Defendants and their respective subsidiaries and affiliates, members, employees, officers, directors, agents, and representatives and their family members; (2) Class Counsel; (3) the judges who have presided over the litigation; (4) any person who settled with, released, or otherwise had claims dismissed with prejudice or had claims adjudicated on the merits against Defendants arising from or relating to the Final Match; and (5) any person who has submitted a valid and timely Opt-Out.

You are only eligible to receive a cash payment for tickets you purchased and did not resell. **You may not submit a claim based on tickets you resold.**

Please submit only one (1) Claim Form per household. Each person filing a Claim must provide the required information and documentation to support his or her Claim and sign the Claim Form.

Questions? Call toll-free 1-XXX-XXX-XXXX or visit [www.\[URL\].com](http://www.[URL].com).

## II. DENIED ENTRY CLASS MEMBERS

If you had a valid ticket to the Final Match and were denied entry to the Stadium during the Final Match and wish to receive a cash payment, fill out the information in this Section II.

**NOTE:** If you entered the Stadium during the Final Match, you are not a member of the Denied Entry Class and should not complete this section (Section II) of the Claim Form. Instead, you may be a member of the Denied Full Access Class and, if so, may complete the information in Section III of this Claim Form. If you claim to have been denied entry to the Stadium but it is determined you did enter the Stadium, you shall not be eligible to make a Claim as a member of the Denied Full Access Class or modify/convert your original denied entry claim to a denied full access claim.

### a. Claimant Information

Claimant First Name  MI  Last Name

Mailing Address, Line 1

Mailing Address, Line 2

City  State  Zip Code

Telephone Number (Primary)  Telephone Number (Secondary)

Email Address

### b. Ticket Information

Please provide the following information regarding your purchase of ticket(s) to the Final Match. If you purchased more than two tickets, please use Appendix A to provide information for each additional ticket you purchased.

**By submitting the information below and signing this Claim Form you are affirming under penalty of perjury that you purchased and did not resell any of the tickets you have identified.**

Ticket 1			
Section Number: _____	Row Number: _____	Seat Number: _____	Entry Gate: _____

Amount Paid for Ticket (including any taxes and fees): \$ \_\_\_\_\_

Where did you purchase this ticket (e.g., Ticketmaster, StubHub, from a friend/family member)? \_\_\_\_\_

Questions? Call toll-free 1-XXX-XXX-XXXX or visit [www.\[URL\].com](http://www.[URL].com).

If you purchased this ticket from a friend/family member, provide that person's name:

First Name  MI  Last Name

Mailing Address, Line 1

Mailing Address, Line 2

City  State  Zip Code

How did you pay for this ticket (e.g., cash, Venmo, Zelle, credit card)?

Did you receive a refund of all or any portion of amount you paid for this ticket from the ticket seller, credit card company or any other person or entity?  Yes  No

If you answered "Yes," from whom did you receive a refund and what was the amount of the refund?

Was this ticket purchased for your own personal use/attendance at the Final Match?

Yes  No

If you answered "Yes," did you enter the Stadium?  Yes  No

If this ticket was not purchased for your own personal use, please provide the following information about the person for whom you purchased the ticket:

First Name  MI  Last Name

Mailing Address, Line 1

Mailing Address, Line 2

City  State  Zip Code

Did this person enter the Stadium?  Yes  No

Ticket 2			
Section Number: _____	Row Number: _____	Seat Number: _____	Entry Gate: _____
Amount Paid for Ticket (including any taxes and fees): \$ _____			
Where did you purchase this ticket (e.g., Ticketmaster, StubHub, from a friend/family member)? _____			
If you purchased this ticket from a friend/family member, provide that person's name:			
First Name	MI	Last Name	
Mailing Address, Line 1			
Mailing Address, Line 2			
		State	Zip Code
How did you pay for this ticket (e.g., cash, Venmo, Zelle, credit card)? _____			
Did you receive a refund of all or any portion of amount you paid for this ticket from the ticket seller, credit card company or any other person or entity? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If you answered "Yes," from whom did you receive a refund and what was the amount of the refund? _____			
Please provide the following information about the person for whom you purchased the ticket:			
First Name	MI	Last Name	
Mailing Address, Line 1			
Mailing Address, Line 2			
		State	Zip Code

Questions? Call toll-free 1-XXX-XXX-XXXX or visit [www.\[URL\].com](http://www.[URL].com).

Did this person enter the Stadium?  Yes  No

**c. Out-Of-Pocket Travel Costs**

If you claim that (1) you and/or any of the above people for whom you purchased tickets were denied entry to the Stadium and (2) you incurred Out-of-Pocket Travel Costs, provide the following information. Note you may only submit claims for Out-of-Pocket Travel Costs (hotel, parking, flight, transportation) for the 24-hour period before or after the Final Match (i.e., from 8:00 p.m. EST July 13, 2024 to 8:00 p.m. EST July 15, 2024). If your claim for Out-of-Pocket Travel Costs is approved for payment, you will be eligible to receive up to \$300 in Out-of-Pocket Travel Costs per person.

**Out-of-Pocket Travel Costs**

Did you pay for you and/or any of the persons for whom you purchased tickets to travel to and/or from the Final Match? Yes  No

- If Yes, provide:

- Method of Travel: Car  | Bus  | Train  | Taxi/Rideshare  | Plane  | Other: \_\_\_\_\_
  - Date(s) of travel: \_\_\_\_\_
  - Name(s) of person(s) for whom you paid to travel to and/or from the Final Match:  
\_\_\_\_\_
  - Amount you spent on travel: \$ \_\_\_\_\_

Did you pay for a hotel room? Yes  No

- If Yes, provide:

- Name and address of the hotel: \_\_\_\_\_
  - Person under whose name the hotel reservation was made: \_\_\_\_\_
  - Date of hotel check-in: \_\_\_\_\_
  - Date of hotel check-out: \_\_\_\_\_
  - Name(s) of person(s) for whom you paid for a hotel room:  
\_\_\_\_\_
  - Amount you spent on a hotel room between 8:00 p.m. EST July 13, 2024 to 8:00 p.m. EST July 15, 2024: \$ \_\_\_\_\_

Did you pay for parking? Yes  No

- If Yes, provide:

- The date(s) for which you paid for parking: \_\_\_\_\_

- Name(s) of person(s) for whom you paid for parking:  
\_\_\_\_\_

- The amount of money you spent on parking between 8:00 p.m. EST July 13, 2024 to 8:00 p.m. EST July 15, 2024: \$ \_\_\_\_\_

Total amount you spent on travel (travel, hotel, parking) : \$ \_\_\_\_\_

#### **d. Supporting Documentation**

You **must** include a **copy** of all of the following supporting documentation with your Claim Form to complete your Claim and be eligible to receive any cash payment:

- **Valid Proof of Ticket Purchase:** “Valid Proof of Purchase” means a receipt or other proof of payment reflecting the purchase of each ticket to the Final Match you identified above. If you purchased a ticket from a friend or family member, you must provide proof of payment to that friend or family member (e.g., via Zelle, a bank account, Venmo). If you purchased a ticket from a friend or family member and paid cash, you must submit (1) email correspondence or text messages (that include the participants’ email addresses or phone numbers) dated before July 21, 2024 that discuss your payment to your friend or family member for your ticket(s); and (2) a signed statement reading as follows: “I swear under penalty of perjury that I paid the person identified in the attached email or text chain \$ \_\_\_\_\_ for a ticket or tickets to the Final Match as stated in that document.”
- **Evidence You Were Excluded:** Only those excluded from the Stadium for the entirety of the Final Match are members of the Denied Entry Class. Evidence of your claim that you were excluded from the Final Match can be provided in two different ways.
  - **Time-Stamped Photograph or Video:** First, many people took videos during the event. Providing a date and time-stamped photograph or video that was taken outside Hard Rock Stadium during the Final Match and that clearly shows your face may be one form of evidence you were excluded. You **must** submit such a time-stamped photograph or video if you have one. Do **not** submit a photograph or video that includes an identifiable image of any person who was under the age of eighteen on July 14, 2024. You may redact images of other people in the photograph or video. As explained below, this photograph or video may be compared to photographs or video taken in and around the Stadium during the Final Match.
  - **Government-Issued Photograph:** If you do not have a date and time-stamped photograph or video that was taken outside Hard Rock Stadium during the Final Match that clearly shows your face, you must submit a copy of a valid government-issued identity document that includes your picture (e.g., driver’s license, passport, etc.). You may redact information other than your picture and name. As explained below, this photograph may be compared to photographs or video taken in and around the Stadium during the Final Match.

- **Valid Proof of Travel Costs:** If you are claiming Out-of-Pocket Travel Costs, Valid Proof of Travel Costs is required. “Valid Proof of Travel Costs” means receipts showing payment of any and all claimed Out-Of-Pocket Travel Costs. Each receipt should be clearly labeled with the name of each person for whom you are claiming Out-of-Pocket Travel Costs.

*\*You may need to provide additional documentation in certain circumstances. You will be notified by the Settlement Administrator if additional information is needed to complete your claim.*

**e. Consent To Use Of Facial Recognition To Combat Fraud**

In submitting a claim you acknowledge and consent as follows:

I have read the Class Notice issued to me and understand that the Settlement Agreement and other details of this Settlement are available for my review at [www.\[URL\].com](http://www.[URL].com). I have read and understand Section IV, Paragraph 5 of the Settlement Agreement, and I agree that in order to prevent fraud or false claims from being filed, the Settlement Administrator may partner with a third-party vendor or vendors to provide technology that will scan my photograph, video and/or government-issued identity document and compare it to video and/or photographs taken in or around Hard Rock Stadium on the day of the Final Match and which may utilize facial recognition technology to determine whether I was excluded from the Stadium during the entirety of the Final Match.

I understand and agree that any facial-scans or facial recognition data may be used for the purpose of authenticating and verifying my status as a Denied Entry Class Member. I agree to such data being shared with the Settlement Administrator's technology vendor(s)/software provider(s). I agree to such data being shared with Defendants, Class Counsel and Defense Counsel on a limited, case-by-case basis in order to address potentially fraudulent or suspicious Claims. Any data obtained through the technology will otherwise not be disclosed or disseminated without my or Class Counsel's consent unless required by local, state, or federal law, court order, municipal ordinance, valid warrant, or valid subpoena.

I understand and agree that any facial-scans or facial recognition data collected and described in this Section II(e) will be retained for the latter of thirty (30) days after the Effective Date or sixty (60) days after the Claim Deadline. At that time, the Settlement Administrator will take steps through its system and/or through its vendor(s)/software provider(s) to permanently destroy such data. By submitting this Claim Form and photograph, video and/or government-issued identity document, I expressly affirm that I understand and consent to the collection, use, retention, storage, disclosure, and/or re-disclosure of any facial-scan or recognition data, biometric information, and/or biometric identifiers as described in this Section II(e) and in the Settlement Agreement and as limited therein.

**f. Payment Selection**

Please select one of the following payment options:

**ACH** - If you select this option, you must provide your bank account number and routing number to the Settlement Administrator at [Settlement Website] by [Claim Deadline].

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

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

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

**Physical Check** - Payment will be mailed to the following address:

Name: \_\_\_\_\_

Questions? Call toll-free 1-XXX-XXX-XXXX or visit [www.\[URL\].com](http://www.[URL].com).

Street: \_\_\_\_\_

\* If the mailing address, email address, or mobile phone you include with your submission becomes invalid for any reason, it is your responsibility to provide the Settlement Administrator with a current, valid mailing address, email address, and mobile phone for payment.

**g. Claim Certification And Signature For Denied Entry Class Members**

*By signing and submitting this Claim Form, I acknowledge I have received and reviewed the Class Notice and understand its terms. I acknowledge that all claims are subject to investigation and confirmation, and any false claims may be subject to invalidation and/or legal action.*

*I hereby agree to participate in the settlement entered in the litigation and approved by the Court. I also consent and agree to be bound by any adjudication of this action by the Court. I hereby designate Class Counsel to represent me in this action.*

*I certify that I have not received a refund of any portion of the Out-of-Pocket Costs claimed above. I further certify that I am entitled to the Out-of-Pocket Costs I am claiming above and no other person is entitled to all or any portion of the Out-of-Pocket Costs I am claiming.*

*I certify that I have not submitted a photograph that includes an identifiable image of any person who was under the age of eighteen on July 14, 2024.*

*By signing below, I fully and finally discharge and release any and all of the Released Claims against all Released Persons. I agree to be bound by this Settlement and not to sue or otherwise make a claim against any of the Released Persons as to any of the Released Claims.*

***I certify under penalty of perjury under the laws of the United States of America and the State of Florida that all of the foregoing and attached information is true and correct and I expressly understand and consent to the collection, use, retention, storage, disclosure, and/or re-disclosure of any photographs, video, facial recognition data, biometric information, or biometric identifiers as described in Section II(e).***

---

Signature of Claimant

---

Date

### III. DENIED FULL ACCESS CLASS MEMBERS

If you had a ticket to the Final Match and entered the Stadium but were denied full access to and enjoyment of Stadium facilities or to specific seats purchased, fill out the information in this Section. If you did not enter the Stadium, you are not eligible to complete this Section.

#### a. Claimant Information

Claimant First Name  MI  Last Name

Mailing Address, Line 1

Mailing Address, Line 2

City  State  Zip Code

Telephone Number (Primary)  Telephone Number (Secondary)

Email Address

#### b. Ticket Information

Please provide the following information regarding your purchase of ticket(s) to the Final Match. If you purchased more than two tickets, please use Appendix B to provide the relevant details for each additional ticket you purchased.

**By submitting the information below and signing this Claim Form you are affirming under penalty of perjury that you purchased and did not resell any of the tickets you have identified and that you and the people for whom you purchased tickets entered the Stadium before or during the Final Match.**

Ticket 1			
Section Number: <input type="text"/>	Row Number: <input type="text"/>	Seat Number: <input type="text"/>	Entry Gate: <input type="text"/>

Amount Paid for Ticket (including any taxes and fees): \$

Where did you purchase your ticket (e.g., Ticketmaster, StubHub, from a friend/family member)?

If you purchased this ticket from a friend/family member, provide that person's name:

First Name  MI  Last Name

Questions? Call toll-free 1-XXX-XXX-XXXX or visit [www.\[URL\].com](http://www.[URL].com).



Amount Paid for Ticket (including any taxes and fees): \$ \_\_\_\_\_

Where did you purchase this ticket (e.g., Ticketmaster, StubHub, from a friend/family member)? \_\_\_\_\_

If you purchased this ticket from a friend/family member, provide that person's name:

First Name \_\_\_\_\_ MI \_\_\_\_\_ Last Name \_\_\_\_\_

Mailing Address, Line 1 \_\_\_\_\_

Mailing Address, Line 2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

How did you pay for this ticket (e.g., cash, Venmo, Zelle, credit card)? \_\_\_\_\_

Please provide the following information about the person for whom you purchased the ticket:

First Name \_\_\_\_\_ MI \_\_\_\_\_ Last Name \_\_\_\_\_

Mailing Address, Line 1 \_\_\_\_\_

Mailing Address, Line 2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Did this person enter the Stadium?  Yes  No

If you answered "Yes," do you attest that this person was denied full access to Hard Rock Stadium facilities (e.g., access to merchandise, concessions, specific seats purchased) during the Final Match?  Yes  No

**c. Supporting Documentation**

You **must** include a **copy** of the following supporting documentation with your Claim Form to complete your Claim and

Questions? Call toll-free 1-XXX-XXX-XXXX or visit [www.\[URL\].com](http://www.[URL].com).

be eligible to receive any cash payment:

- **Valid Proof of Ticket Purchase:** “Valid Proof of Purchase” means a receipt or other proof of payment reflecting the purchase of each ticket to the Final Match you identified above. If you purchased a ticket from a friend or family member, you must provide proof of payment to that friend or family member (e.g., via Zelle, a bank account, Venmo). If you purchased a ticket from a friend or family member and paid cash, you must submit (1) email correspondence or text messages (that include the participants’ email addresses or phone numbers) dated before July 21, 2024 that discuss your payment to your friend or family member for your ticket(s); and (2) a signed statement reading as follows: “I swear under penalty of perjury that I paid the person identified in the attached email or text chain \$ \_\_\_\_\_ for a ticket or tickets to the Final Match as stated in that document.”

*\*You may need to provide additional documentation in certain circumstances. You will be notified if additional information is needed to complete your claim.*

**d. Payment Selection**

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

**ACH** – If you select this option, you must provide your bank account number and routing number to the Settlement Administrator at [Settlement Website] by [Claim Deadline].

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

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

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

**Physical Check** - Payment will be mailed to the following address:

Name: \_\_\_\_\_

Street: \_\_\_\_\_

\* If the mailing address, email address, or mobile phone you include with your submission becomes invalid for any reason, it is your responsibility to provide the Settlement Administrator with a current, valid mailing address, email address, and mobile phone for payment.

**e. Claim Certification And Signature For Denied Full Access Class Members**

*By signing and submitting this Claim Form, I acknowledge I have received and reviewed the Class Notice and understand its terms and statements. I submit this Claim Form under the terms of the Notice and the Settlement Agreement described in the Notice. I acknowledge that all claims are subject to investigation and confirmation and any false claims may be subject to invalidation and/or legal action.*

*I hereby agree to participate in the settlement entered in the litigation and approved by the Court. I also consent and agree to be bound by any adjudication of this action by the Court. I hereby designate Class Counsel to represent me in this action.*

Questions? Call toll-free 1-XXX-XXX-XXXX or visit [www.\[URL\].com](http://www.[URL].com).

*I certify under penalty of perjury under the laws of the United States of America and the State of Florida that all of the foregoing and attached information is true and correct.*

---

Signature of Claimant

---

Date

## APPENDIX A

*If you purchased additional tickets, please use the form below.*

[TO ADD AFTER THE PARTIES FINALIZE FORM ABOVE]

**APPENDIX B**

*If you purchased additional tickets, please use the form below.*

[TO ADD AFTER THE PARTIES FINALIZE FORM ABOVE]

# **Exhibit B**

From: [REDACTED] Settlement Administrator  
Subject Line: *Copa America Final Match Settlement – Legal Notice*

---

**Notice ID:**

**Confirmation Code:**

**Name:**

**LEGAL NOTICE BY ORDER OF THE**  
**UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA**  
**Case No. 1:24-cv-22751-BB**

*A federal court authorized this notice. This is **not** a solicitation from a lawyer.*

This Notice contains information about a proposed class action settlement in a lawsuit related to the July 14, 2024 Copa America Final Match (the “Final Match”), which is pending in the United States District Court for the Southern District of Florida, Case No. 1:24-cv-22751-BB. This class settlement has been preliminarily approved. Your rights may be affected whether you act or don’t act. Defendants deny any wrongdoing or liability for the allegations in the lawsuit. The Court did not resolve the claims and defenses raised in this action. Nor has the Court determined that Defendants did anything wrong or that this matter should be certified as a class action except if the Settlement is fully approved by the Court and for settlement purposes only. The parties have agreed to settle the dispute to avoid the cost and risk of further litigation.

If you were a valid ticketholder to the Final Match and (1) were denied entry to Hard Rock Stadium (the “Stadium”), or (2) were admitted to the Stadium, but were denied full access to and enjoyment of Stadium facilities or to specific seats purchased, you may be entitled to a payment from a proposed class action settlement.

This notice is only a summary. It contains information about a class action settlement. More detailed information can be found at:

www. [REDACTED].com.  
Questions? Call [REDACTED] X-XXX-XXX-XXXX.

*Para ver este aviso en español, visite*  
www. [REDACTED].com.

**You should check the website regularly for updates on the case, including regarding the approval process for the Settlement and the scope and terms of the Settlement.**

**What is this notice about?** A proposed Settlement has been reached in a lawsuit filed against South Florida Stadium LLC (“SFS”), Confederación Sudamericana de Fútbol (“CONMEBOL”), Confederation of North, Central America and Caribbean Association Football (“CONCACAF”), and BEST Crowd Management, Inc. (“BEST,” and collectively with SFS, CONMEBOL, and CONCACAF, “Defendants”).

The lawsuit claimed that due to Defendants’ negligence, valid ticketholders to the Final Match were entitled to money damages because they were (1) denied entry to the Stadium or (2) admitted to the

Stadium but were denied full access to and enjoyment of Stadium facilities or to specific seats purchased. The Defendants deny all allegations. The Court has not decided who is right.

**Who is included?** You may be a Settlement Class Member if you were a valid ticketholder to the Final Match and were denied entry to the Stadium (a “Denied Entry Class Member”), or were admitted to the Stadium, but were denied full access to and enjoyment of Stadium facilities or to specific seats purchased (a “Denied Full Access Class Member”).

**What does the Settlement provide?** The proposed Settlement creates a Settlement Fund of \$14 million to pay Cash Awards to Settlement Class Members who submit valid Claims. The costs of notice and administration for the Settlement, attorneys’ fees and costs, and Service Awards to the Named Plaintiffs will also be paid out of the Settlement Fund, if approved by the Court. Denied Entry Class Members who timely submit a valid and complete Claim Form and the required supporting documentation are eligible to receive a cash payment of up to \$2,000 per ticket, which may include up to \$300 in Out-of-Pocket Travel Costs. Denied Full Access Class Members who timely submit a valid and complete Claim Form and the required supporting documentation are eligible to receive a cash payment of up to \$100 per ticket. These amounts may be reduced pro rata if the number of Claims and other expenses set forth above exceed the Settlement Fund.

**What are my options?** If you are a Settlement Class Member, you can (1) submit a Claim Form and, if it is properly and timely completed, receive a Cash Award, (2) exclude yourself by [Opt-Out and Objection Date], (3) object to the Settlement by [Opt-Out and Objection Date], or (4) do nothing.

To receive a Cash Award, you must timely submit a Claim Form, signed and submitted under penalty of perjury, at [www.\\_\\_\\_\\_\\_com](http://www._____com). You can also download a paper Claim Form from the website or get one by calling the Claims Administrator at [X-XXX-XXX-XXXX](tel:1-XXX-XXX-XXXX). The completed Claim Form must be submitted online by [11:59 p.m. EST ninety days (90) days after the Fairness Hearing], or by mail postmarked by [11:59 p.m. EST ninety days (90) days after the Fairness Hearing].

You may exclude yourself from the Settlement Class (get out of the Settlement) by sending a Valid Exclusion Statement to the Settlement Administrator postmarked or submitted online at [website] no later than [Opt-Out and Objection Date]. You may also object to the Settlement. To object, your written objection must be filed and served no later than [Opt-Out and Objection Date]. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at [website].

If you do nothing, and the Court approves the Settlement, even if you do not submit a Claim, you will be considered a member of the Settlement Class and you will be bound by all of the Court’s orders and judgments, and your Released Claims against the Released Persons (as described in the Settlement Agreement) will be released.

**What happens next?** The Court, located in Miami, Florida, will hold a hearing on [Fairness Hearing Date] at [Hearing Time] ET (or such other date as set by the Court) to hear any comments, objections and arguments concerning the fairness of the proposed Settlement, including the amount requested by Class Counsel for their attorneys’ fees and expenses and what Service Award, if any, should be given to the Named Plaintiffs. If there are objections, the Court will consider them. You may attend this hearing, but you do not have to. You or your attorney may ask permission to speak at the hearing at your own cost.

The date and time of this hearing may change without further notice. Please check [www.\\_\\_\\_\\_\\_com](http://www._____com) for updates.

**Who represents me?** The Court has appointed (1) Brian W. Warwick, Janet R. Varnell, and Jeffrey L. Newsome, II, Pamela G. Levinson and Christopher J. Brochu of Varnell & Warwick, P.A. (400 N. Ashley Drive, Suite 1900 Tampa, Florida 33602); (2) Eduardo A. Maura, Luis F. Quesada Machado, Ryan M. Sawal and Orestes D. Garcie of Ayala Law, P.A. (2490 Coral Way, Suite 401, Miami, Florida 33145); (3) Manuel S. Hiraldo of Hiraldo P.A. (401 E. Las Olas Boulevard, Suite 1400 Ft. Lauderdale, Florida 33301); (4) Fletcher Moore of Moore Law, PLLC (30 Wall Street, 8th Floor, New York, New York 10005); (5) Lee Squitieri of Squitieri & Fearon LLP (305 Broadway, 7th Floor, New York, New York 10007); and (6) Jonathan Lee Borsuk of Jonathan Lee Borsuk PC (2121 Avenue of the Stars, Eighth Floor, Los Angeles, CA 90067) to represent you as Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

**How do I get more information?** This is only a summary. For more information on the lawsuit and your rights, including the Settlement Agreement, Mailed Notice, Claim Form, Motions for Approval of Attorneys' Fees and Costs and Named Plaintiffs' Service Awards, call [X-XXX-XXX-XXXX](tel:1-800-XXX-XXXX) or visit [www.\\_\\_\\_\\_\\_com](http://www._____com).

**PLEASE DO NOT CONTACT THE COURT, DEFENDANTS, OR DEFENSE COUNSEL REGARDING THIS NOTICE.**

[Unsubscribe](#)

# Exhibit C

**LEGAL NOTICE BY ORDER OF THE**  
**UNITED STATES DISTRICT COURT FOR THE SOUTHERN**  
**DISTRICT OF FLORIDA**  
**Case No. 1:24-cv-22751-BB**

**A federal court authorized this notice. This is not a**  
**solicitation from a lawyer.**

**This notice is only a summary. It contains information about**  
**a class action settlement. More detailed information can be**  
**found at:**

**www. .com.**  
**Questions? Call X-XXX-XXX-XXXX.**

**Para ver este aviso en español, visite:**  
**Para visualizar este aviso em português, visite:**  
**www. .com.**

This Notice contains information about a proposed class action settlement in a lawsuit related to the July 14, 2024 Copa America Final Match (the "Final Match"), which is pending in the United States District Court for the Southern District of Florida, Case No. 1:24-cv-22751-BB. This class settlement has been preliminarily approved. Your rights may be affected whether you act or don't act. Defendants deny any wrongdoing or liability for the allegations in the lawsuit. The Court did not resolve the claims and defenses raised in this action. Nor has the Court determined that Defendants did anything wrong or that this matter should be certified as a class action except if the Settlement is fully approved by the Court and for settlement purposes only. The parties have agreed to settle the dispute to avoid the cost and risk of further litigation.

**138**Settlement Administrator  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «Notice ID»  
Confirmation Code: «Confirmation Code»  
«FirstName» «LastName»  
«Address1»  
«Address2»  
«City», «StateCd» «Zip»  
«CountryCd»

If you were a valid ticketholder to the Final Match and (1) were denied entry to Hard Rock Stadium (the "Stadium"), or (2) were admitted to the Stadium, but were denied full access to and enjoyment of Stadium facilities or to specific seats purchased, you may be entitled to a payment from a proposed class action settlement.

**What is this notice about?** A proposed Settlement has been reached in a lawsuit filed against South Florida Stadium LLC ("SFS"), Confederación Sudamericana de Fútbol ("CONMEBOL"), Confederation of North, Central America and Caribbean Association Football ("CONCACAF"), and BEST Crowd Management, Inc. ("BEST," and collectively with SFS, CONMEBOL, and CONCACAF, "Defendants"). The lawsuit claimed that due to Defendants' negligence, valid ticketholders to the Final Match were entitled to money damages because they were (1) denied entry to the Stadium or (2) admitted to the Stadium but were denied full access to and enjoyment of Stadium facilities or to specific seats purchased. The Defendants deny all allegations. The Court has not decided who is right.

**Who is included?** You may be a Settlement Class Member if you were a valid ticketholder to the Final Match and were denied entry to the Stadium (a "Denied Entry Class Member"), or were admitted to the Stadium, but were denied full access to and enjoyment of Stadium facilities or to specific seats purchased (a "Denied Full Access Class Member").

**What does the Settlement provide?** The proposed Settlement creates a Settlement Fund of \$14 million to pay Cash Awards to Settlement Class Members who submit valid Claims. The costs of notice and administration for the Settlement, attorneys' fees and costs, and Service Awards to the Named Plaintiffs will also be paid out of the Settlement Fund, if approved by the Court. Denied Entry Class Members who timely submit a valid and complete Claim Form and the required supporting documentation are eligible to receive a cash payment of up to \$2,000 per ticket, which may include up to \$300 in Out-of-Pocket Travel Costs. Denied Full Access Class Members who timely submit a valid and complete Claim Form and the required supporting documentation are eligible to receive a cash payment of up to \$100 per ticket. These amounts may be reduced pro rata if the number of Claims and other expenses set forth above exceed the Settlement Fund.

**What are my options?** If you are a Settlement Class Member, you can (1) submit a Claim Form and, if it is properly and timely completed, receive a Cash Award, (2) exclude yourself by [Opt-Out and Objection Date], (3) object to the Settlement by [Opt-Out and Objection Date], or (4) do nothing.

To receive a Cash Award, you must timely submit a Claim Form, signed and submitted under penalty of perjury, at [www.\\_\\_\\_\\_\\_com](#). You can also download a paper Claim Form from the website or get one by calling the Claims Administrator at X-XXX-XXX-XXXX. The completed Claim Form must be submitted online by [11:59 p.m. EST ninety days (90) days after the Fairness Hearing], or by mail postmarked by [11:59 p.m. EST ninety days (90) days after the Fairness Hearing].

You may exclude yourself from the Settlement Class (get out of the Settlement) by sending a Valid Exclusion Statement to the Settlement Administrator postmarked or submitted online at [website] no later than [Opt-Out and Objection Date]. You may also object to the Settlement. To object, your written objection must be filed and served no later than [Opt-Out and Objection Date]. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at [website].

If you do nothing, and the Court approves the Settlement, even if you do not submit a Claim, you will be considered a member of the Settlement Class and you will be bound by all of the Court's orders and judgments, and your Released Claims against the Released Persons (as described in the Settlement Agreement) will be released.

**What happens next?** The Court, located in Miami, Florida, will hold a hearing on [Fairness Hearing Date] at [Hearing Time] ET (or such other date as set by the Court) to hear any comments, objections and arguments concerning the fairness of the proposed Settlement, including the amount requested by Class Counsel for their attorneys' fees and expenses and what Service Award, if any, should be given to the Named Plaintiffs. If there are objections, the Court will consider them. You may attend this hearing, but you do not have to. You or your attorney may ask permission to speak at the hearing at your own cost. The date and time of this hearing may change without further notice. Please check [www.\\_\\_\\_\\_\\_com](#) for updates.

**Who represents me?** The Court has appointed (1) Brian W. Warwick, Janet R. Varnell, and Jeffrey L. Newsome, Pamela G. Levinson and Christopher J. Brochu of Varnell & Warwick, P.A. (400 N. Ashley Drive, Suite 1900 Tampa, Florida 33602); (2) Eduardo A. Maura, Luis F. Quesada Machado, Ryan M. Sawal and Orestes D. Garcie of Ayala Law, P.A. (2490 Coral Way, Suite 401, Miami, Florida 33145); (3) Manuel S. Hiraldo of Hiraldo P.A. (401 E. Las Olas Boulevard, Suite 1400 Ft. Lauderdale, Florida 33301); (4) Fletcher Moore of Moore Law, PLLC (30 Wall Street, 8th Floor, New York, New York 10005); (5) Lee Squitieri of Squitieri & Fearon LLP (305 Broadway, 7th Floor, New York, New York 10007); and (6) Jonathan Lee Borsuk of Jonathan Lee Borsuk PC (2121 Avenue of the Stars, Eighth Floor, Los Angeles, CA 90067) to represent you as Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

**How do I get more information?** This is only a summary. For more information on the lawsuit, and your rights, including the Settlement Agreement, Mailed Notice, Claim Form, Motions for Approval of Attorneys' Fees and Costs and Named Plaintiffs' Service Awards, call X-XXX-XXX-XXXX or visit [www.\\_\\_\\_\\_\\_com](#). Check the website regularly for updates, including about the scope and terms of the Settlement Class and the Settlement.

**PLEASE DO NOT CONTACT THE COURT, DEFENDANTS, OR DEFENSE COUNSEL REGARDING THIS NOTICE.**

# Exhibit D

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA  
Case No. 1:24-cv-22751-BB

**NOTICE OF CLASS ACTION SETTLEMENT**

**If you were a valid ticketholder to the July 14, 2024 Copa America Final Match (the “Final Match”) and (1) were denied entry to Hard Rock Stadium (the “Stadium”), or (2) were admitted to the Stadium, but were denied full access to and enjoyment of Stadium facilities or to specific seats purchased, you may be entitled to a payment from a proposed class action settlement.**

Si desea recibir esta notificación en español, llámanos o visite nuestra página web.

Se desejar receber esta notificação em espanhol, ligue-nos ou visite o nosso site.

Para ver esta página en español, haga clic aquí.

Para visualizar esta página em português, clique aqui.

*A federal court has authorized this Notice. You are not being sued. This is not a solicitation from a lawyer. This Notice contains only a summary of the Settlement Agreement. Your legal rights are affected whether you act or do not act. Please read this Notice carefully.*

*All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings provided in the Class Action Settlement Agreement and Release dated [DATE] (the “Settlement Agreement”), which is at [www.\\_\\_\\_\\_\\_com](http://www._____com).*

- A proposed class action settlement has been reached in a lawsuit filed against South Florida Stadium LLC (“SFS”), Confederación Sudamericana de Fútbol (“CONMEBOL”), Confederation of North, Central America, Caribbean Association Football (“CONCACAF”), and BEST Crowd Management, Inc. (“BEST,” and collectively with SFS, CONMEBOL, and CONCACAF, “Defendants”). The lawsuit, Case No. 1:24-cv-22751-BB, pending in the United States District Court for the Southern District of Florida, claimed that valid ticketholders to the Final Match were entitled to money damages because they were (1) denied entry to the Stadium or (2) admitted to the Stadium but were denied full access to and enjoyment of Stadium facilities or to specific seats purchased.
- The proposed settlement is not an admission of wrongdoing by any Defendant. The Defendants all deny all allegations against them. The Court has not decided who is right. Rather, to save the time, expense, and distraction of litigation, the parties have agreed to settle the lawsuit.
- If you were a valid ticketholder to the Final Match and were denied entry to the Stadium (the “Denied Entry Class”), you may submit a Claim Form to receive a Cash Award of up to \$2,000 per ticket, which may include up to \$300 in Out-of-Pocket Travel Costs, subject to certain adjustments depending on the number of claims filed.
- If you were a valid ticketholder to the Final Match and were admitted to the Stadium, but were denied full access to and enjoyment of Stadium facilities or to specific seats purchased (the “Denied Full Access Class”) you may submit a Claim Form to receive a Cash Award of \$100 per ticket, subject to certain adjustments depending on the number of claims filed.

<b>Your Rights and Options</b>		<b>Deadline</b>
<b>Submit a Claim Form</b>	<p>Settlement Class Members can choose to submit a Claim Form to receive a Cash Award. This is the only way to receive a payment.</p> <p>On your Claim Form you may request that your Cash Award be paid via Venmo,</p>	<p>Submit a Claim Form by:  <b>[90 days after the Fairness Hearing]</b></p>

	PayPal, ACH, or Zelle. <a href="#">138</a>	
<b>Provide Updated Address to Receive Check</b>	If you prefer to receive your Cash Award via check and wish to update your address, do so at <a href="#">www._____com</a>	Provide Updated Address <b>[30 Days After the Effective Date]</b>
<b>Exclude Yourself (Opt Out)</b>	If you choose to exclude yourself (opt out), you will not be included in the Settlement. You will receive no benefits and you will not release any claims you may have against Defendants regarding the allegations in this case.	Request Exclusion by: <b>[Opt-Out and Objection Date]</b>
<b>Object</b>	If you do not exclude yourself from the Settlement, you may object to it by writing to the Court as to why you don't like the Settlement. If the Settlement is approved, you will still be bound by the Settlement, and you may still submit a Claim Form to be eligible to receive a Cash Award.	File an Objection by: <b>[Opt-Out and Objection Date which shall be one-hundred twenty (120) days after the Preliminary Approval Date]</b>
<b>Attend the Fairness Hearing</b>	Ask to speak in Court about the fairness of the Settlement. You may not speak unless you have asked to do so in writing before <b>[DATE]</b> . The Fairness Hearing is <b>[DATE]</b> .	File Notice of Appearance by: <b>[DATE]</b>
<b>Do Nothing</b>	You will be included in the Settlement Class, but receive no benefits. You will be bound by the Court's judgment of dismissal, and release claims against Defendants and Released Persons relating to the claims in this case.	

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case has preliminarily approved the Settlement as fair, reasonable, and adequate, but still has to decide whether to finally approve the Settlement. Cash Awards will be sent to Settlement Class Members only if the Court finally approves the Settlement, and, if there are any appeals, after the appeals are resolved in favor of the Settlement. Please be patient.

**Questions? Call X-XXX-XXX-XXXX, or Visit [www.\\_\\_\\_\\_\\_com](#)**

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2. What is this lawsuit about?
3. What is a class action?
4. Why is there a Settlement?

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## 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 class action lawsuit, the proposed Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get the benefits. If you are a Settlement Class Member, you have legal rights and options before the Court decides whether to give final approval to the proposed Settlement. This Notice explains all of these things. For the precise terms and conditions of the Settlement, please review the Settlement Agreement available at [www.\\_\\_\\_\\_\\_com](http://www._____com).

The Court in charge of this case is the United States District Court for the Southern District of Florida. The lawsuit is *Nobel, et al. v. South Florida Stadium LLC, et al.*, 1:24-cv-22751-BB (S.D. Fla.).

### 2. What is this lawsuit about?

The lawsuit alleges that due to Defendants' alleged negligence valid ticketholders to the Final Match were (i) denied entry to the Stadium, or (ii) were admitted to the Stadium but were denied full access to and enjoyment of Stadium facilities or to specific seats purchased.

Defendants deny the claims in the lawsuit and contend that they did not do anything wrong and deny that class certification is warranted or appropriate except for purposes of this settlement only. The Court did not resolve the claims and defenses raised in this action. Nor has the Court determined that Defendants did anything wrong or that this matter should be certified as a class action except for settlement purposes only and only if the Settlement is fully approved by the Court. Rather, the Parties have, without admitting liability and while continuing to deny all liability, agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

### 3. What is a class action?

In a class action lawsuit, one or more persons, called named plaintiffs or class representatives (in this case, Das Nobel, William Pou, Daniel Grande, Eduardo Martinez, David Ziemek, and Joseph Abadi), sue on behalf of a group or "class" of other persons who have similar claims. In a class action, one court resolves the claims for all class members, except for those who exclude themselves from the class.

### 4. Why is there a Settlement?

The Court has not decided in favor of the Named Plaintiffs or the Defendants. Instead, both sides agreed to a Settlement to avoid the expense, delay, and uncertainties of continued litigation. All Settlement Class Members who do not opt out and who submit a timely and valid Claim Form will receive a Cash Award. The Named Plaintiffs and Class Counsel believe the Settlement is best for the Settlement Classes and represents a fair, reasonable and adequate resolution of the lawsuit.

**The issuance of this Notice is not an expression of the Court's opinion on the merit or the lack of merit of the Named Plaintiffs' claims or the defenses in the lawsuit. The parties recognize that to resolve the issues raised in the lawsuit would be time-consuming, uncertain, and expensive. If the Court does not grant final approval of the Settlement, or if it is terminated by the Parties, the**

**Questions? Call X-XXX-XXX-XXXX, or Visit [www.\\_\\_\\_\\_\\_com](http://www._____com)**

**Settlement will be void, and the lawsuit will proceed as if there had been no settlement and no certification of the Settlement Classes.**

Defendants deny the claims in the lawsuit; deny all allegations of wrongdoing, fault, liability or damage to the Named Plaintiffs and the Settlement Class Members; and deny that Defendants acted negligently, improperly, or wrongfully in any way.

## WHO IS IN THE SETTLEMENT?

### 5. Am I part of the Settlement?

To see if you are eligible for benefits, you first have to determine if you are a Settlement Class Member.

You are a Settlement Class Member if you were a valid ticketholder to the Final Match and (i) were denied entry to the Stadium (the “Denied Entry Class”), or (ii) were admitted to the Stadium, but were denied full access to and enjoyment of Stadium facilities or to specific seats purchased (the “Denied Full Access Class”). These Settlement Classes have been conditionally certified by the Court for settlement purposes only.

Excluded from the Settlement are: (i) Defendants and their respective subsidiaries and affiliates, members, employees, officers, directors, agents, and representatives and their family members; (ii) Class Counsel; (iii) the judges who have presided over the Litigation; (iv) all persons who settled with, released, or otherwise had claims dismissed with prejudice or had claims adjudicated on the merits against Defendants arising from or relating to the Final Match, including but not limited to all persons who signed a release of claims arising from or relating to the Final Match; and (v) all persons who have timely elected to become Opt-Outs from the Settlement Classes in accordance with the Court’s Orders.

If you are unsure whether you are included, you can call or email the Settlement Administrator at X-XXX-XXX-XXXX or \_\_\_\_\_@\_\_\_\_\_.com. Angeion Group is the Settlement Administrator for the Settlement.

## THE SETTLEMENT BENEFITS – WHAT YOU GET

### 6. What does the Settlement provide?

Defendants have agreed to create a Settlement Fund of \$14 million. If the Settlement is approved, the Settlement Fund will provide Cash Awards to Settlement Class Members who submit valid Claim Forms. Notice and Administrative Costs, Attorneys’ Fees and Costs, Service Awards to the Named Plaintiffs, Taxes and Tax Expenses will also be paid out of the Settlement Amount if approved by the Court.

### 7. What can I get from the Settlement?

**Cash Award:** If you are a Settlement Class Member and you submit a valid Claim Form with the required supporting documentation, you are eligible to receive a Cash Award in the amounts set forth below, subject to certain adjustments depending on the number of claims filed.

**Denied Entry Class:** Denied Entry Class Members who timely complete and submit a valid Claim Form are eligible to receive a cash payment equal to their Out-of-Pocket Ticket Costs, up to \$2,000 per ticket, and including Out-of-Pocket Travel Costs, up to \$300 per person. The total cash award shall not exceed \$2,000 per ticket, inclusive of Out-of-Pocket Travel Costs.

**Denied Full Access Class:** Denied Full Access Class Members who timely complete and submit a valid Claim Form are eligible to receive a cash payment of \$100 per ticket.

**Questions? Call X-XXX-XXX-XXXX, or Visit [www.\\_\\_\\_\\_\\_\\_.com](http://www.______.com)**

**Claims are limited to one Claim Form per household.** If more than one Settlement Class Member in the same household purchased a ticket(s) to the Final Match, each Settlement Class Member must provide the required information and documentation to support his or her Claim and sign the Claim Form, but should all be included in one Claim Form per household.

If the total Approved Claims made by Denied Entry Class Members and Denied Full Access Class Members exceed the amount available in the Settlement Fund, the Approved Claims of Denied Entry Class Members will be paid and the Cash Awards to Denied Full Access Class Members will be reduced pro rata; except that if the total Approved Claims made by the Denied Entry Class Members would leave less than \$50 to be paid to each Denied Full Access Class Member with an Approved Claim, then each such Denied Full Access Class Member will receive \$50, and the Cash Awards to Denied Entry Class Members will be reduced pro rata.

If any funds remain in the Settlement Fund after the initial Cash Awards are distributed, there shall be a second round of distributions to Settlement Class Members who did not cash their checks or successfully receive an electronic payment via the first distribution of Cash Awards if such distribution is reasonable. To the extent funds remain unclaimed after any second distribution, the remaining funds shall be returned to Defendants.

## HOW TO GET BENEFITS FROM THE SETTLEMENT

### 8. How can I get my Cash Award?

If you are a Settlement Class Member, you must timely and properly complete and submit a Claim Form and supporting documentation to qualify for a Cash Award. You can file your Claim at [www.\\_\\_\\_\\_\\_com](http://www._____com). You can also download the Claim Form from the website or get one by calling the Settlement Administrator at 1-XXX-XXX-XXXX. The completed Claim Form must be submitted online by [DATE ninety days (90) days after the Fairness Hearing], or by mail at the address below, **postmarked** by [DATE].

[NAME]  
P.O. Box \_\_\_\_  
[City], [State] \_\_\_\_ - \_\_\_\_

Upon receiving a completed Claim Form, the Settlement Administrator will review the documentation and confirm or deny your eligibility for a Cash Award.

### 9. Potential Use of Facial Recognition

Each Denied Entry Class Member must submit with his/her Claim Form a date and time-stamped photograph or video that was taken outside the Stadium during the Final Match and that clearly shows his/her face if not a minor or, if he/she does not have such a photograph or video, a copy of his/her valid government-issued identity document that includes his/her picture (e.g., driver's license, passport, etc.) ("Photo ID"). When submitting a Photo ID, Denied Entry Class Members may redact or cover, if he/she so chooses, all information on the Photo ID except for their name and photo. The Settlement Administrator may partner with a third-party vendor or vendors to provide technology that will scan the photograph or video (and/or Photo ID) submitted by any Claimant who identifies himself/herself as a Denied Entry Class Member and compare it to video and/or photographs taken in or around the Stadium during the Final Match and which may utilize facial recognition technology.

Any facial-scans or facial recognition data will be used for the sole purpose of authenticating and verifying the Claimant's status as a Denied Entry Class Member. Such data may be shared with the Settlement Administrator's technology vendor(s)/software provider(s). Such data may also be shared

**Questions? Call X-XXX-XXX-XXXX, or Visit [www.\\_\\_\\_\\_\\_com](http://www._____com)**

with Defendants, Class Counsel and Defense Counsel, but only on a limited, case-by-case basis in order to resolve potentially fraudulent or suspicious Claims. Any facial-scan or facial recognition data obtained through the technology will otherwise not be disclosed or disseminated other than as outlined herein without the Claimant's or Class Counsel's consent unless required by any local, state, or federal law, court order, municipal ordinance, valid warrant, or valid subpoena.

Any facial-scans or facial recognition data collected and that is described in this paragraph will be retained for the latter of thirty (30) days after the Effective Date or sixty (60) days after the Claim Deadline. At that time, the Settlement Administrator will take steps through its system and/or through its vendor(s)/software provider(s) to permanently destroy such data. By submitting a Claim Form and photograph, video and/or Photo ID, a Claimant represents that he or she understands and consents to the collection, use, retention, storage, disclosure, and/or re-disclosure of any facial recognition data, biometric information, or biometric identifiers as described in this Section 9 and in Section IV, Paragraph 5 of the Settlement Agreement.

## **10. How do I update my address?**

You can notify the Settlement Administrator of any changes in your mailing address so that your Cash Award will be sent to the correct address. To update your address, visit [www.\\_\\_\\_\\_\\_](http://www._____).com.

## **11. When will I receive my Cash Award?**

The Court will hold a hearing on [DATE], at [TIME] p.m. ET (which is subject to change), to decide whether to finally approve the Settlement. Even if the Court finally approves the Settlement, there may be appeals. The appeal process can take time, perhaps more than a year, which will delay payment. If you submit a valid Claim Form, you will not receive a Cash Award until any appeals are resolved. Please be patient.

All checks will expire and become void 90 days after they are issued.

## **12. What am I giving up to receive these Settlement benefits?**

If the Court approves the proposed Settlement and the Settlement becomes final, the Court will enter a judgment that will dismiss the Litigation with prejudice on the merits. Unless you exclude yourself ("opt out") from the Settlement Classes by timely submitting a request for exclusion from the Settlement Classes, you will remain in the Settlement Classes, and that means you cannot sue, continue to sue or be part of any other lawsuit against the Defendants or Released Persons based on or related to the Released Claims. It also means that all of the Court's orders will apply to you and legally bind you. Giving up your legal claims is called a release. The Release is defined and detailed in the Settlement Agreement, which is available at [www.\\_\\_\\_\\_\\_](http://www._____).com.

## **THE LAWYERS REPRESENTING YOU**

### **13. Do I have lawyers in this case?**

The Court has appointed attorneys from the law firms of Varnell & Warwick, P.A., Ayala Law, P.A., Hiraldo P.A., Moore Law, PLLC, Squitieri & Fearon LLP [and Jonathan Lee Borsuk PC] to represent you and the other Settlement Class Members. The lawyers are called Class Counsel. They are experienced in handling similar class action cases. They believe, after conducting an extensive

**Questions? Call X-XXX-XXX-XXXX, or Visit [www.\\_\\_\\_\\_\\_](http://www._____).com**

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, you may hire one at your own expense.

You may contact Class Counsel if you have any questions about this Notice or the Settlement. ***Please do not contact the Court, Defendants, or Defense Counsel.***

<p>Brian W. Warwick Janet R. Varnell Jeffrey L. Newsome, II Varnell &amp; Warwick, P.A. Pamela G. Levinson Christopher J. Brochu 400 N. Ashley Drive, Suite 1900 Tampa, Florida 33602 Telephone: (352) 753-8600 Email: jnewsome@vandwlaw.com Email: jvarnell@vandwlaw.com Email: bwarwick@vandwlaw.com Email: plevinson@vandwlaw.com Email: cbrochu@vandwlaw.com</p>	<p>Eduardo A. Maura Luis F. Quesada Machado Ryan M. Sawal Orestes D. Garcia Ayala Law, P.A. 2490 Coral Way, Suite 401, Miami, Florida 33145 Telephone: (305) 570-2208 Email: eduardo@ayalalawpa.com Email: lquesada@ayalalawpa.com Email: rsawal@ayalalawpa.com Email: orestes@ayalalawpa.com</p>	<p>Manuel S. Hiraldo Hiraldo P.A. 401 E. Las Olas Boulevard, Suite 1400 Ft. Lauderdale, Florida 33301 Telephone: (954) 400-4713 Email: mhiraldo@hiraldolaw.com</p>
<p>Fletcher Moore Moore Law, PLLC 30 Wall Street, 8th Floor, New York, New York 10005 Telephone: (212) 709-8245 Email: fletcher@fmoorelaw.com</p>	<p>Lee Squitieri Squitieri &amp; Fearon LLP 305 Broadway, 7th Floor, New York, New York 10007 Telephone: (212) 421-6492 Email: lee@sfclasslaw.com</p>	<p>Jonathan Lee Borsuk Jonathan Lee Borsuk PC 2121 Avenue of the Stars, Eighth Floor, Los Angeles, CA 90067 Telephone: (917) 362-7561 Email: jonathan@jlborsuk.com</p>

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

Class Counsel will ask the Court for an award of attorneys' fees and costs up to twenty-five percent (25%) (\$3.5 million) of the \$14 million Settlement Amount. Any award of attorneys' fees and costs will be paid from the Settlement Amount. Class Counsel will also ask the Court for Service Awards of \$5,000 for each of the Named Plaintiffs. The purpose of the Service Awards is to compensate the Named Plaintiffs for their time, efforts, and risks taken on behalf of the Settlement Classes. Any Service Award payment(s) to the Named Plaintiffs will be paid from the Settlement Amount. The Court may award less than these amounts. Class Counsel's Motion for Attorneys' Fees and Costs and for Service Awards will be available at [www.jlborsuk.com](http://www.jlborsuk.com) once it has been filed.

#### **YOUR RIGHTS – EXCLUDING YOURSELF FROM THE SETTLEMENT**

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

If you do not want to be legally bound by the Settlement, then you must exclude yourself from or "opt out" of the Settlement. If you exclude yourself, you will not receive any benefits from this Settlement, but you will not release any claims you may have against Defendants. Unless you exclude yourself, you give up any right to sue Defendants and the Released Persons for the Released Claims.

**Questions? Call X-XXX-XXX-XXXX, or Visit [www.jlborsuk.com](http://www.jlborsuk.com)**

To exclude yourself from the Settlement, you must send a written “request for exclusion” that includes the following:

- Your name;
- Your address;
- Your telephone number;
- Your personal signature;
- Email address associated with your Ticketmaster account; and
- A written statement that indicates a desire to exclude yourself from the Settlement Classes.

Your request for exclusion must be submitted online and verified at [www.\\_\\_\\_\\_\\_](http://www._____).com or mailed via U.S. Mail, **postmarked** by [Opt-out and Objection Date] by 11:59 pm, to:

[NAME]  
P.O. Box \_\_\_\_  
[City], [State] \_\_\_\_

If you submit a request for exclusion and later change your mind, you may rescind your request by submitting a Claim Form to the Settlement Administrator by [DATE], the Claim Deadline, to obtain benefits of the Settlement.

Only individual requests for exclusion are allowed. “Mass” or “class” requests for exclusion are not allowed according to the terms of the Settlement.

If you do not follow these procedures and deadlines, you will remain a Settlement Class Member and lose any opportunity to exclude yourself from the Settlement, but will not be entitled to receive a Cash Award. This means that your rights will be determined in this lawsuit by the Settlement Agreement if it receives final approval from the Court.

## YOUR RIGHTS – OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

### 16. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member and do not exclude yourself from the Settlement Classes, you can object to the Settlement if you do not like any part of it and provide reasons why you think the Court should not approve it. The Court will consider your views. You cannot ask the Court for a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval of the Settlement, no Cash Awards will be sent out, and the lawsuit will continue.

To object, you must file a written objection, which includes the following information:

- Your name, address, telephone number, and email address associated with your Ticketmaster account;
- A statement of whether you are represented by counsel and if so, the name and contact information for your counsel;
- Evidence showing you are a Settlement Class Member, including Valid Proof of Purchase;
- A statement as to whether the objection applies to you as a Settlement Class Member or if it applies to a specific subset of the Settlement Class, or to the entire Settlement Class, and state with specificity the grounds for the objection;

**Questions? Call X-XXX-XXX-XXXX, or Visit [www.\\_\\_\\_\\_\\_](http://www._____).com**

- All arguments for any and all objections being raised, including any other supporting papers, declarations, affidavits, materials or briefs that you wish the Court to consider when reviewing your objection;
- A list of all cases (including caption, court and docket number) in which you or your counsel has filed an objection or in any way participated—financially or otherwise—in objecting to a class settlement during the preceding five years;
- Your actual signature as the objector, in addition to the signature of your attorney (if any). An attorney's signature alone shall not be deemed sufficient to satisfy this requirement; and
- A statement as to whether you and/or your counsel intend to appear at the Fairness Hearing, and a list of all persons (if any) who will be called to testify in support of the objection.

Valid Proof of Purchase means a receipt or other proof of payment reflecting your purchase of one or more tickets to the Final Match.

Your objection must be submitted to the Court either by filing it with the Court or by mailing via U.S. Mail to the Court postmarked by [Opt-out and Objection Date] at the following address.

Clerk  
United States District Court  
Southern District of Florida  
400 North Miami Avenue  
Miami, FL 33128

If you file a timely objection, it will be considered by the Court at the Fairness Hearing. You do not need to attend the Fairness Hearing for the Court to consider your objection.

Settlement Class Members who do not timely make their objections in this manner will be deemed to have waived all objections and shall not be heard or have the right to appeal approval of the Settlement.

## **17. What is the difference between objecting and asking to be excluded?**

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

## **YOUR RIGHTS – APPEARING AT THE FAIRNESS HEARING**

The Court will hold a “Fairness Hearing” to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to.

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

The Court has already granted preliminary approval of the Settlement. The Court will hold a Fairness Hearing on [DATE] at [TIME] ET, at the United States District Court for the Southern District of Florida, 400 North Miami Avenue, Miami, Florida 33128 in Courtroom 10-2.

At the hearing, the Court will hear comments, objections, and arguments concerning the fairness of the proposed Settlement, including the amount requested by Class Counsel for attorneys' fees and expenses.

**Questions? Call X-XXX-XXX-XXXX, or Visit [www.\\_\\_\\_\\_\\_com](http://www._____com)**

If there are objections, the Court will consider them. You do not need to attend this hearing. You also do not need to attend to have an objection considered by the Court. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

Note: The date and time of the Fairness Hearing are subject to change by Court Order without notice. Any change will be posted on [www.\\_\\_\\_\\_\\_](http://www._____).com. You should check the website to confirm that the date and/or time have not changed.

If the Court does not finally approve the Settlement, if it approves the Settlement and the approval is reversed on appeal, or if the Settlement does not become final for some other reason, you will not be paid and Settlement Class Members will receive no benefits from the Settlement. Named Plaintiffs, Defendants, and all of the Settlement Class Members will be in the same position as they were prior to the execution of the Settlement, and the Settlement will have no legal effect, no class will remain certified (conditionally or otherwise), and the Named Plaintiffs and Defendants will continue to litigate the lawsuit. There can be no assurance that if the Settlement is not approved, the Settlement Classes will ultimately recover more than is provided in the Settlement, or indeed, anything at all.

## **19. Do I have to attend the Fairness Hearing?**

No. Class Counsel will answer all questions the Judge may have. However, you are welcome to attend the hearing at your own expense. If you submit an objection, you do not have to attend the hearing to talk about your objection. As long as you postmarked or filed your written objection by the deadline, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

## **20. May I speak at the Fairness Hearing?**

If you wish to appear at the Fairness Hearing and orally present your objection to the Court, your written objection must include your statement of intent to appear at the Fairness Hearing. No objector may appear at the Fairness Hearing unless he/she has filed a timely objection that complies with the procedures provided in this Section and in the Settlement Agreement.

## **YOUR RIGHTS – DO NOTHING**

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

If you fit one of the Settlement Class definitions described above and do nothing, you will be part of the Settlement Class, but you will not get a Cash Award from the Settlement. Unless you request to exclude yourself from the Settlement, you will not be permitted to continue to assert claims about the issues in this case or subject to the Release in any other lawsuit against the Defendants or Released Parties ever again.

## **GETTING MORE INFORMATION**

## **22. Are there more details about the Settlement?**

This Notice only summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at [www.\\_\\_\\_\\_\\_](http://www._____).com, or by contacting Class Counsel (see contact information in Question 12).

**Questions? Call X-XXX-XXX-XXXX, or Visit [www.\\_\\_\\_\\_\\_](http://www._____).com**

### **23. How do I get more information?**

You can call toll-free X-XXX-XXX-XXXX, write to P.O. Box \_\_\_\_\_, \_\_\_\_\_, or go to [www.\\_\\_\\_\\_\\_](http://www._____).com, where you will find answers to common questions about the Settlement, motions for approval of the Settlement and Class Counsel's request for attorneys' fees and expenses (once filed), and other important documents in the case.

You may also contact Class Counsel. In addition, all pleadings and documents filed in court may be reviewed or copied in the Office of the Clerk.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT'S CLERK OFFICE  
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS; THEY  
CANNOT GIVE YOU ANY ADVICE ABOUT THE SETTLEMENT.**

# Exhibit E

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

Case No. 1:24-cv-22751-BLOOM/Elfenbein

DAS NOBEL, EDUARDO MARTINEZ,  
DANIEL GRANDE, WILLIAM POU, DAVID  
ZIEMEK, and JOSEPH ABADI, individually  
and on behalf of all others similarly situated,

Plaintiffs,

v.

SOUTH FLORIDA STADIUM, LLC,  
d/b/a Hard Rock Stadium, CONFEDERACION  
SUDAMERICANA DE FUTBOL, d/b/a  
CONMEBOL, CONFEDERATION OF  
NORTH, CENTRAL AMERICA AND  
CARIBBEAN ASSOCIATION FOOTBALL,  
d/b/a CONCACAF, BEST CROWD  
MANAGEMENT, INC.,

Defendants.

/

**DECLARATION OF STEVEN WEISBROT OF ANGEION GROUP**  
**RE: ANGEION GROUP QUALIFICATIONS & THE PROPOSED NOTICE PLAN**

I, Steven Weisbrot, declare and state as follows:

1. I am the President and Chief Executive Officer at the class action notice and claims administration firm Angeion Group, LLC (“Angeion”). Angeion specializes in designing, developing, analyzing, and implementing large-scale, un-biased, legal notification plans. This declaration will describe the notice and administration plan that we will implement in this matter (the “Notice Plan”). I have personal knowledge of the matters stated herein.<sup>1</sup>

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<sup>1</sup> Capitalized terms used below but not defined herein shall have the meanings ascribed to them in the Settlement Agreement.

2. By way of background, Angeion is an experienced class action notice and claims administration company formed by a team of executives that have had extensive tenures at five other nationally recognized claims administration companies. Collectively, the management team at Angeion has overseen more than 2,000 class action settlements and distributed over \$15 billion to class members. The executive profiles as well as the company overview are available at [www.angeiongroup.com](http://www.angeiongroup.com).

3. The Notice Plan provides for individual direct notice to all reasonably identifiable Settlement Class Members via email and mail combined with the implementation of a dedicated website and toll-free telephone line where Settlement Class Members can learn more about their rights and options pursuant to the terms of the Settlement.

#### **DIRECT NOTICE**

4. Angeion will receive, review, and analyze the Settlement Class Member data provided by the parties, including name, email address and last known address where available. Angeion will perform a thorough analysis to identify duplicative records, as well as missing/incomplete data fields. Angeion will then assign identification numbers to each unique record, which will comprise the Settlement Class Member list (“Class List”).

5. As part of the Notice Plan, Angeion will send direct notice via email (“Email Notice”) to Settlement Class Members who have valid email addresses on the Class List.

6. Angeion follows best practices to both validate emails and increase deliverability. Specifically, prior to distributing the Email Notice, Angeion subjects the email addresses on the Class List to a cleansing and validation process. The email cleansing and validation process removes extra spaces and compares each email address to known bad email addresses.<sup>2</sup> Email addresses that are not designated as a known bad address will then be further verified by contacting the Internet Service Provider to determine if the email address exists.

7. As part of the Notice Plan, Angeion will also mail notice of the Settlement to all Settlement Class Members with a valid mailing address on the Class List.

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<sup>2</sup> Angeion maintains a database of email addresses that were returned as permanently undeliverable, commonly referred to as a hard bounce, from prior campaigns. Where an address has been returned as a hard bounce within the last year, that email is designated as a known bad email address.

8. Angeion will employ the following best practices to increase the deliverability rate of the mailed notices (“Mailed Notice”): (i) Angeion will cause the mailing address information for Settlement Class Members to be updated utilizing the United States Postal Service’s (“USPS”) National Change of Address database, which provides updated address information for individuals or entities who have moved during the previous four years and filed a change of address with the USPS; (ii) Mailed Notices returned to Angeion by the USPS with a forwarding address will be re-mailed to the new address provided by the USPS; (iii) Mailed Notices returned to Angeion by the USPS without forwarding addresses will be subjected to an address verification search (commonly referred to as “skip tracing”) utilizing a wide variety of data sources, including public records, real estate records, electronic directory assistance listings, etc., to locate updated addresses; (iv) Mailed Notices will be re-mailed to Settlement Class Members for whom updated addresses were identified via the skip tracing process.

**SETTLEMENT WEBSITE & TOLL-FREE TELEPHONE SUPPORT**

9. The Notice Plan also includes the utilization of a case-specific website, where Settlement Class Members can easily view general information about this Settlement, including answers to frequently asked questions, relevant Court documents, and important dates and deadlines pertinent to the Settlement. The Settlement Website will be designed to be user-friendly, will be available in multiple languages, and will make it easy for Settlement Class Members to securely submit a claim online or an exclusion request.

10. The Settlement Website will also be ADA-compliant and optimized for mobile visitors so that information loads quickly on mobile devices. Additionally, the Settlement Website will be designed to maximize search engine optimization through Google and other search engines. Keywords and natural language search terms will be included in the Settlement Website’s metadata to maximize search engine rankings.

11. A toll-free hotline devoted to this case will be implemented to further apprise Settlement Class Members of their rights and options pursuant to the terms of the Settlement. The toll-free hotline will utilize an interactive voice response system to provide Settlement Class Members with responses to frequently asked questions and provide essential information regarding the Settlement.

This hotline will be accessible 24 hours a day, 7 days a week. Additionally, Settlement Class Members will be able to request a copy of the long-form notice or Claim Form via the toll-free hotline.

**NOTICE PURSUANT TO THE CLASS ACTION FAIRNESS ACT**

12. Within ten (10) days of the filing of the Settlement Agreement with this Court, Angeion will cause notice to be disseminated to the appropriate state and federal officials pursuant to the requirements of the Class Action Fairness Act, 28 U.S.C. §1715.

**CLAIMS ADMINISTRATION**

13. Angeion will receive and process all Claim Form and supporting documentation submissions to determine eligibility and validity. Claim Forms that do not comply with the requirements outlined in the Settlement Agreement, or are deemed to be duplicative or fraudulent, will be rejected.

14. Angeion has developed and deployed its real-time fraud detection and prevention system, AngeionAffirm 2.0 (“AngeionAffirm”), which is a comprehensive solution to identify fraud in real time based on both state-of-the-art technology and analysis of over a decade of historical claims data. AngeionAffirm was developed to combat the rising tide of fraudulent claims in class action settlements and the increasingly sophisticated technologies and techniques used by nefarious actors in their attempt to perpetuate fraud. AngeionAffirm will be implemented to detect any fraudulent claim submission and payment selection submissions in this Settlement.

**ESTIMATED NOTICE AND ADMINISTRATION COSTS**

15. Angeion estimates the cost to provide notice and administration services as described herein and in the Settlement Agreement will be approximately \$352,000.<sup>3</sup> The pricing details comprising this estimate are proprietary and sensitive. Upon request, Angeion will provide its itemized estimate directly to the Court.

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<sup>3</sup> The estimate was created based on certain specifications provided to Angeion, such as the estimated size of the Class List for disseminating notice of the Settlement, the manner of disseminating notices, and corresponding assumptions made, including issuing Settlement payments in a single distribution and distribution methods utilized. Actual costs may vary based on deviations from these assumptions.

16. Angeion has negotiated agreements with certain vendors that facilitate various aspects of the administration process, including vendors of digital payment solutions.<sup>4</sup> In certain circumstances, some of these agreements may provide revenue to Angeion. Any such revenue to Angeion does not reduce the Settlement Fund or the amounts distributed to Class Members, nor is it dependent on the extent to which Class Members use their balances. One reason Angeion is able to offer its highly labor and cost-intensive administration services for this Settlement at competitive pricing—and maintain better cost control throughout the administration—is its expectation that these vendor agreements will generate additional revenue to Angeion at no additional cost to the Settlement Fund. Angeion has negotiated agreements with certain vendors and other service providers that facilitate various aspects of the administration process, including vendors of digital payment solutions.

I hereby declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that this declaration was executed in Boca Raton, Florida.

Dated: November 20, 2025



\_\_\_\_\_  
STEVEN WEISBROT

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<sup>4</sup> Angeion's agreements contain competitively sensitive business information. On request of the Court, Angeion will make any such revenue-generating agreements applicable to administration of this Settlement available to the Court for its in camera review.

# **Exhibit F**

**UNITED STATES DISTRICT COURT FOR THE  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION**

**Case No. 1:24-cv-22751-BLOOM/Elfenbein**

DAS NOBEL, EDUARDO MARTINEZ, DANIEL  
GRANDE, WILLIAM POU, DAVID ZIEMEK and  
JOSEPH ABADI, on behalf of themselves and on  
behalf of all others similarly situated,

Plaintiffs,

vs.

SOUTH FLORIDA STADIUM LLC d/b/a HARD  
ROCK STADIUM; CONFEDERACIÓN  
SUDAMERICANA DE FÚTBOL d/b/a  
CONMEBOL, CONFEDERATION OF NORTH,  
CENTRAL AMERICA AND CARIBBEAN  
ASSOCIATION FOOTBALL d/b/a CONCACAF,  
and BEST CROWD MANAGEMENT, INC.,

Defendants.

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**[PROPOSED] ORDER GRANTING PRELIMINARY  
APPROVAL OF CLASS ACTION SETTLEMENT**

Named Plaintiffs Das Nobel, Eduardo Martinez, Daniel Grande, William Pou, David Ziemek and Joseph Abadi (the “Named Plaintiffs”) and Defendants, South Florida Stadium LLC (“SFS”), d/b/a Hard Rock Stadium (the physical stadium will be referred to as “Hard Rock Stadium”), Confederación Sudamericana De Fútbol d/b/a CONMEBOL (“CONMEBOL”), Confederation of North, Central America and Caribbean Association Football d/b/a Concacaf (“CONCACAF”), and BEST Crowd Management, Inc. (“BEST”), (together, “Defendants”) have entered into a Class Action Settlement Agreement and Release entered into as of November       , 2025 (the “Settlement Agreement”) to settle the above-captioned litigation (the “Litigation”). The Settlement Agreement, together with its exhibits incorporated herein, sets forth the terms and

conditions for a proposed settlement and dismissal with prejudice of the Litigation. Additionally, Class Counsel has filed a Motion for Preliminary Approval of Class Action Settlement, Preliminary Certification, and Approval of Notice Plan Pursuant to Federal Rule of Civil Procedure 23(e)(1) (the “Motion”).

Having thoroughly reviewed the Settlement Agreement and its exhibits, the Motion, the pleadings and other papers on file in this action, and as set forth herein, the Court finds that the Settlement Agreement appears to be the result of extensive, non-collusive, arm’s-length negotiations between experienced counsel who were thoroughly informed of the strengths and weaknesses of the case and whose negotiations were supervised by respected class action mediator, Terrence M. White of Upchurch Watson White and Max Mediation Group. The terms of the Settlement Agreement fall within the range of possible approval as fair, reasonable and adequate. The Court therefore finds the Motion should be GRANTED and that this Preliminary Approval Order should be entered. Capitalized terms and phrases used in this Preliminary Approval Order not otherwise defined herein shall have the same meanings ascribed to them in the Settlement Agreement.

NOW, THEREFORE, THE COURT HEREBY FINDS, CONCLUDES AND ORDERS THE FOLLOWING:

1. The Court has jurisdiction over the subject matter of this action, Named Plaintiffs, the Settlement Class Members, and Defendants.
2. For purposes of settlement only, the Court finds that the prerequisites to class action treatment—including numerosity, commonality, predominance, adequacy, and appropriateness of class treatment of these claims—have been preliminarily satisfied. Provisional settlement, class certification for settlement purposes only, and appointment of Class Counsel have several practical purposes, including avoiding the costs of litigating class status while facilitating a global

settlement, ensuring all Class Members are notified of the terms of the proposed Settlement Agreement, and setting the date and time of the Final Approval Hearing.

3. The Court hereby conditionally certifies, for the purposes of settlement only (and for no other purpose and with no other effect upon this or any other action, including no effect upon this Litigation should the Settlement not ultimately be approved), the following Settlement Classes consisting of:

**Denied Entry Class:** All ticketholders to the Copa America Final Match who were denied entry to Hard Rock Stadium.

**Denied Full Access Class:** All ticketholders to the Copa America Final Match who were admitted to Hard Rock Stadium, but were denied full access to and enjoyment of Hard Rock Stadium facilities or to specific seats purchased.

Specifically excluded from the Settlement Classes are the following persons:

- (i) Defendants and their respective subsidiaries and affiliates, members, employees, officers, directors, agents, and representatives and their family members;
- (ii) Class Counsel;
- (iii) The judges who have presided over the Litigation;
- (iv) All persons who settled with, released, or otherwise had claims dismissed with prejudice or had claims adjudicated on the merits against Defendants arising from or relating to the Final Match, including but not limited to all persons who signed a release of claims arising from or relating to the Final Match; and
- (v) All persons who timely elect to become Opt-Outs from the Settlement Classes in accordance with the Court's Orders.

4. As to the requirements of Rule 23(a) for settlement purposes only, the Court preliminarily finds that (i) the Settlement Classes provisionally certified herein include at least hundreds of individuals, and joinder of all would be impracticable, (ii) there are questions of law and fact common to the Settlement Classes, (iii) the Named Plaintiffs' claims are typical of the claims of the Settlement Classes they seek to represent for purposes of settlement, and (iv) the

Named Plaintiffs and Class Counsel will fairly and adequately represent the interests of the Settlement Classes.

5. As to the requirements of Rule 23(b)(3) for settlement purposes only, the Court preliminarily finds that questions of law and fact common to the Settlement Classes predominate over any questions affecting any individual Settlement Class Member, and a class action on behalf of the Settlement Classes is superior to other available means of settling and disposing of this dispute. Because the Settlement Agreement contemplates that no trial of the claims asserted in the Second Amended Complaint will be necessary, however, the Court makes no finding as to the manageability of adjudicating those claims on a class basis. *See Amchem Products, Inc. v. Windsor*, 521 U.S. 591 (1997).

6. For settlement purposes only, Plaintiffs Das Nobel, Eduardo Martinez, Daniel Grande, William Pou, David Ziemek and Joseph Abadi are hereby appointed as the Settlement Class representatives for their respective Settlement Classes. The Court provisionally finds that the Named Plaintiffs are similarly situated to absent Settlement Class Members and therefore typical of the Settlement Classes and that they will be adequate Settlement Class representatives.

7. For settlement purposes only, the Court provisionally finds the following counsel are experienced and adequate counsel and appoints them as Lead Class Counsel: Jeffrey L. Newsome, II, Brian W. Warwick, Janet R. Varnell. For settlement purposes only, the Court provisionally finds the following counsel are experienced and adequate counsel and appoints them as Class Counsel: Pamela G. Levinson, Christopher J. Brochu of Varnell & Warick, PA (located at 400 N Ashley Drive, Suite 1900, Tampa, FL 33602); Eduardo A. Maura, Luis F. Quesada Machado, Ryan M. Sawal and Orestes D. Garcia of Ayala Law, P.A. (located at 2490 Coral Way, Suite 401, Miami, Florida 33145); Manuel S. Hiraldo of Hiraldo P.A. (located at 401 E. Las Olas

Boulevard, Suite 1400, Ft. Lauderdale, Florida 33301); Fletcher Moore of Moore Law, PLLC (located at 30 Wall Street, 8th Floor, New York, New York 10005); Lee Squitieri of Squitieri & Fearon LLP (located at 305 Broadway, 7th Floor, New York, New York 10007); and Jonathan Lee Borsuk of Jonathan Lee Borsuk PC (located at 2121 Avenue of the Stars, Eighth Floor, Los Angeles, CA 90067).

8. No agreements exist between Plaintiffs and Defendants aside from the Settlement Agreement, with the exception of one agreement described in the Settlement Agreement and/or submitted to the Court.

9. Defendants retain all rights to object to the propriety of class certification in the Litigation in all other contexts and for all other purposes should the Settlement not be finally approved. Therefore, as more fully set forth below, if the Settlement is not finally approved, and litigation resumes, this Court's preliminary findings regarding the propriety of class certification shall be of no further force or effect whatsoever, and this Preliminary Approval Order will be vacated in its entirety.

**Approval Of The Manner And Form Of Notice**

10. Angeion Group ("Angeion") is appointed to serve as the Settlement Administrator in accordance with the provisions of Section VII of the Settlement Agreement. Angeion shall perform all the duties of the Settlement Administrator set forth in the Settlement Agreement.

11. The Court approves, in form and content, the Class Notice and Claim Form, attached to the Settlement Agreement as Exhibits A, B, C, and D, and finds that they meet the requirements of the Rules of Civil Procedure and satisfy Due Process requirements under the U.S. Constitution. The Parties, by agreement, may revise the Class Notice and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting.

12. The Court finds that the Class Notice Program as set forth in the Settlement Agreement, (a) is the best practicable notice, (b) is reasonable and constitutes due, adequate and sufficient notice to all Persons entitled to receive notice, (c) is reasonably calculated, under the circumstances, to apprise the Settlement Classes of the pendency of the Litigation and of their rights with respect to the Settlement, and (d) meets all applicable requirements of applicable law. The Class Notice Program satisfies the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this action. The Settlement Administrator may proceed with the Class Notice Program and distribution of the Class Notice to Settlement Class Members as set forth in the Settlement Agreement, after the Class Notice and Claim Form are updated with the appropriate dates and deadlines consistent with this Preliminary Approval Order.

13. The Court orders the Settlement Administrator to file proof of compliance with the Class Notice Program in support of the Named Plaintiffs' Motion for Final Approval of Class Action Settlement.

**Participation In, Exclusion From Or Objection To The Settlement**

14. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including the release of all claims to the extent set forth in the Settlement Agreement, whether favorable or unfavorable, unless such persons validly exclude themselves from the Settlement Classes in a timely and proper manner, as hereinafter provided.

15. Any Settlement Class Member may request exclusion from the Settlement Classes by submitting a written Valid Exclusion Statement, postmarked or submitted online through the claims portal and verified by the Opt-Out and Objection Date, [DATE- 120 days], to the Settlement Administrator at the address on the Class Notice. To be a Valid Exclusion Statement, the request for exclusion must contain:

a. The personal signature of the member of the Settlement Class Member requesting exclusion, even if represented by counsel;

b. The name, address, telephone number, and email address associated with the Ticketmaster account of the Settlement Class Member requesting exclusion; and

c. A clear and unambiguous statement that the Settlement Class Member elects to be excluded from the Settlement Class, does not wish to be a Settlement Class Member and elects to be excluded from any judgment entered pursuant to the Settlement.

16. Members of the Settlement Classes who wish to be excluded from the Settlement Class must do so with respect to all claims against Defendants. A Settlement Class Member may opt out on an individual basis only; so-called “mass” or “class” opt outs shall not be allowed. No Settlement Class Member, or any person acting on behalf of, in concert with, or in participation with that Settlement Class Member, may request exclusion from the Settlement Classes of any other person within the Settlement Classes.

17. Any Settlement Class Member who elects to be excluded from the Settlement shall not: (a) be bound by any orders or the Final Approval Order; (b) be entitled to relief under the Settlement Agreement; (c) gain any rights by virtue of this Settlement Agreement; or (d) be entitled to object to any aspect of this Settlement Agreement.

18. The Settlement Administrator shall provide Class Counsel and Defense Counsel with copies of all requests for exclusion in accordance with the Settlement Agreement.

19. Any Settlement Class Member who does not timely or validly request exclusion from the Settlement shall be subject to and bound by the Settlement Agreement and every order

or judgment entered pursuant to the Settlement Agreement, even if such Settlement Class Member has previously initiated individual litigation or other proceedings encompassed by the Release. Any purported request for exclusion or other communication that is unclear or internally inconsistent with respect to the desire of the member of the Settlement Class to be excluded from the Settlement Class will be deemed invalid unless determined otherwise by the Court. Requests for exclusion signed only by counsel or another representative shall not be permitted.

20. Any Settlement Class Member who has not requested exclusion from the Settlement Classes and who wishes to object to any aspect of the Settlement Agreement, including the amount of attorneys' fees, costs, or expenses that Class Counsel intends to seek and the payment of Service Awards to the Named Plaintiffs, must file their written objection with the Court on or before the Opt-Out and Objection deadline, [DATE – 120 days]. Such objection must provide the following:

- a. the Settlement Class Member's printed name, address, telephone number, and email address associated with their Ticketmaster account;
- b. whether the Settlement Class Member is represented by counsel and, if so, the name and contact information of counsel;
- c. evidence showing that the objector is a Settlement Class Member, including Valid Proof of Purchase;
- d. whether the objection applies to that Settlement Class Member or to a specific subset of the Settlement Class or to the entire Settlement Class and state with specificity the grounds for the objection;
- e. all arguments for any and all objections being raised, including any other supporting papers, declarations, affidavits, materials or briefs that the

Settlement Class Member wishes the Court to consider when reviewing the objection;

f. a list of all cases (including caption, court and docket number) in which the Settlement Class Member or Settlement Class Member's counsel has filed an objection or in any way participated—financially or otherwise—in objecting to a class settlement during the preceding five years;

g. the actual signature of the Settlement Class Member making the objection in addition to the signature of the objector's attorney (if any). An attorney's signature alone shall not be deemed sufficient to satisfy this requirement; and

h. a statement as to whether the objecting Settlement Class Member intends to appear at the Fairness Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules), and a list of all persons (if any) who will be called to testify in support of the objection.

21. Objections not filed in accordance with this Order shall not be received or considered by the Court. Any Settlement Class Member who fails to properly and timely file a written objection with the Court, along with the required information and documentation set forth herein, shall not be permitted to object to approval of the Settlement during the Fairness Hearing and shall be deemed to have waived and be forever foreclosed from seeking any adjudication or review of the Settlement or its terms by appeal or other means.

22. Only Settlement Class Members may object to the Settlement. An objector may withdraw their objection(s) at any time. Class Counsel and Defense Counsel may respond to any

objection filed by a Settlement Class Member by no later than [DATE- 7 days prior to the Fairness Hearing].

23. Settlement Class Members may not both object and opt out. If a member of a Settlement Class submits both a request for exclusion and an objection, the request for exclusion shall be controlling. Any statement or submission purporting or appearing to be both an objection and an opt-out shall be treated as an exclusion statement, but Class Counsel shall have an opportunity to contact the Settlement Class Member for purposes of clarification.

24. Any attorney hired by a Settlement Class Member for the purpose of objecting to the Settlement Agreement, the proposed Settlement, or the Attorneys' Fees and Costs will be at the Settlement Class Member's expense.

25. Any attorney hired by a Settlement Class Member for the purpose of objecting to the proposed Settlement or to the Attorneys' Fees and Costs and who intends to make an appearance at the Fairness Hearing must provide to the Settlement Administrator (who shall forward it to Class Counsel and Defense Counsel) and file with the Clerk of the Court a notice of intention to appear no later than [DATE- 120 days after Preliminary Approval Order].

26. Any Settlement Class Member who files and serves a written objection and who intends to make an appearance at the Fairness Hearing must provide to the Settlement Administrator (who shall forward it to Class Counsel and Defense Counsel) and file with the Court a notice of intention to appear no later than [DATE- 120 days after entry Preliminary Approval Order].

#### **Motions for Attorneys' Fees and Costs and Named Plaintiffs' Service Awards**

27. Class Counsel shall file, by no later than [DATE – 60 days after entry of Preliminary Approval Order], their motions for the Attorneys' Fees and Costs and Named Plaintiffs' Service Awards in accordance with the terms set forth in Section IX of the Settlement Agreement.

Defendants may file any response to such motions by no later than [DATE 40 days after motions filed].

**Final Approval Hearing And Related Deadlines**

28. This Court will hold a Fairness Hearing, on [greater than 150 days from the date of this Order] at [Time], in the United States District Court for the Southern District of Florida, 400 North Miami Avenue, Miami, FL 33128 in Courtroom 10-2, or by remote means as ordered by the Court. The purposes of the Fairness Hearing will be to consider the fairness, reasonableness and adequacy of the proposed Settlement and the motions for an award of Attorneys' Fees and Expenses and Service Awards, and to consider whether the Court should issue a Final Order and Judgment approving the Settlement, granting Class Counsel's application for Attorneys' Fees and Expenses, granting the Service Awards application by Named Plaintiffs and dismissing the claims against Defendants with prejudice.

29. The Court reserves the right to adjourn or continue the Fairness Hearing without further notice to Settlement Class Members, or to approve the Settlement with modifications, if any, consented to by Class Counsel and Defense Counsel, without further notice to Settlement Class Members.

30. Class Counsel's papers in support of final approval of the Settlement shall be filed no later than [DATE- 120 days after entry of this Preliminary Approval Order].

**Effects Of This Preliminary Approval Order**

31. Pending the Court's final determination of the fairness, reasonableness, and adequacy of the proposed Settlement, Named Plaintiffs, all Settlement Class Members, and Releasing Parties are preliminarily enjoined and barred from (a) filing, commencing, instituting, pursuing, prosecuting, intervening in or participating in (on an individual or class or collective basis) any action, claim, proceeding, lawsuit or administrative, regulatory, arbitration or other

proceeding against Defendants or Released Parties, in any jurisdiction or forum, based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation and/or the Released Claims; (b) seeking, whether on a conditional basis or not, certification of a class or collective action that involves any such claims; and (c) attempting to effect Opt-Outs of a class of individuals in this lawsuit or any other lawsuit or administrative, regulatory, arbitration or other proceeding based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation and/or the Released Claims.

32. Any member of a Settlement Class who does not submit a timely, written request for exclusion from the Settlement Class (*i.e.*, become an Opt Out) will be bound by all proceedings, orders and judgments in the Litigation, even if such Settlement Class Member has previously initiated individual litigation or other proceedings encompassed by the Class Action Settlement Agreement and Release.

33. In the event that the Effective Date as defined in the Settlement Agreement does not occur, this Order shall be null and void, and shall have no effect whatsoever. The Settlement Agreement shall be deemed terminated, and the Parties shall return to their positions without prejudice in any way, as provided for in the Settlement Agreement. In such case, nothing in the Settlement Agreement or this Preliminary Approval Order shall be relied upon, cited as, constitute evidence of, or constitute an admission of liability or that class action certification is or may be appropriate in this Litigation or any other matter.

34. All discovery and other proceedings in the Litigation are stayed and suspended until further order of this Court, except such actions as may be necessary to implement or effectuate the

Settlement Agreement and this Preliminary Approval Order. Defendants shall have no obligation to respond to the Second Amended Complaint.

35. The Parties and Settlement Administrator are ordered to carry out the Settlement according to the terms of the Settlement Agreement and this Order.

Dated: \_\_\_\_\_ /s/  
Beth Bloom  
United States District Judge

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$14M Copa América Final Settlement Ends Litigation Over Ticketholders Locked Out of Stadium](#)

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