

**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, 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.

_____ /

**ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

THIS CAUSE is before the Court upon Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement and Approval of Notice Plan (“Motion”). ECF No. [178]. 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 24, 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 Court has carefully considered the Motion, the record in this case, the applicable law, and is otherwise fully advised. 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 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 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.

Accordingly, it is **ORDERED AND ADJUDGED** as follows:

1. that Plaintiffs’ Motion, **ECF No. [178]**, is **GRANTED**.
2. The Court has jurisdiction over the subject matter of this action, Named Plaintiffs, the Settlement Class Members, and Defendants.
3. 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.

4. 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.

5. 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.

6. 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).

7. 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.

8. 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).

9. 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.

10. 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

11. 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.

12. 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.

13. 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.

14. 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

15. 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.

16. 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, March 25, 2026, 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.

17. 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.

18. 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.

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

20. 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.

21. 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, March 25, 2026. 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.

22. 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.

23. 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 May 6, 2026.

24. 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.

25. 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.

26. 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 March 25, 2026.

27. 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 March 25, 2026.

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

28. Class Counsel shall file, by no later than January 24, 2026, 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 March 25, 2026.

Final Approval Hearing and Related Deadlines

29. This Court will hold a Fairness Hearing, on May 13, 2026, at 9:30 a.m., in the United States District Court for the Southern District of Florida, 400 North Miami Avenue, Miami, FL 33128 in Courtroom 10-2. 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.

30. 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.

31. Class Counsel's papers in support of final approval of the Settlement shall be filed no later than March 25, 2026.

32.

Effects Of This Preliminary Approval Order

33. 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.

34. 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.

35. 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.

36. 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.

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

DONE AND ORDERED in Chambers at Miami, Florida, on November 25, 2025.

A handwritten signature in black ink, appearing to be 'JB' or similar, written over a horizontal line.

BETH BLOOM
UNITED STATES DISTRICT JUDGE

cc:

counsel of record