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Proposed Class Listed on Signature Page*

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

CAMERON PARK, JOSHUA RILEY,  
MICHAEL ADAMI, MEGAN  
DUNCAN, BENITO ALICEA, JR.,  
PHILLIP GARCIA, HASAN DAAS,  
BRAD GRIER, WESLEY INMAN,  
MATT LeBOEUF, LLOYD TRUSHEL,  
MARK WHITE, and DONGSHENG LIU  
on Behalf of Themselves and All Others  
Similarly Situated,

Plaintiffs,

v.

ZUFFA, LLC, d/b/a Ultimate Fighting  
Championship and UFC, a Nevada  
Limited Liability Company; and  
NEULION, INC., a Delaware  
Corporation,

Defendants.

Case No.: 2:17-cv-02282-APG-VCF

CLASS ACTION

**CLASS ACTION SETTLEMENT  
AGREEMENT**

CLASS ACTION  
SETTLEMENT AGREEMENT

## **CLASS ACTION SETTLEMENT AGREEMENT**

This Class Action Settlement Agreement (“Settlement Agreement” or “Agreement” is entered into by and among Plaintiffs Cameron Park, Joshua Riley, Michael Adami, Megan Duncan, Benito Alicia Jr., Hasan Daas, Brad Grier, Wesley Inman, Matt LeBoeuf, Lloyd Trushel, Mark White, Dongsheng Liu, and Phillip Garcia (collectively, “Plaintiffs”), individually and in their representative capacities and on behalf of the Settlement Class Members, and Defendants NeuLion, Inc., Zuffa LLC (collectively, “Defendants”) (together with Plaintiffs, the “Parties”). Capitalized terms used herein are defined in Section II of this Settlement or indicated in parentheses elsewhere in this Agreement. Subject to the Court’s approval, the Parties hereby stipulate and agree that, in consideration for the promises and covenants set forth in the Settlement and upon the entry by the Court of a Final Approval Order and the occurrence of the Effective Date, the above-captioned Action filed by Plaintiffs (the “Action”) shall be settled and compromised upon the terms and conditions contained herein.

### **I. RECITALS**

**1.1** Shortly after a boxing match held on August 26, 2017 between Floyd Mayweather Jr. and Conor McGregor (the “Main Bout,” and together with the “Preliminary Bouts,” collectively referred to herein as the “Event”), Plaintiffs filed five putative class actions against Defendants in United States District Courts across the country, including two actions in this District, *Park v. Zuffa, LLC, et al.*, No. 2:17-cv-02282-APG-VCF (D. Nev.), and *Riley, et al. v. Zuffa, LLC, et al.*, No. 2:17-cv-02308-APG-VCF (D. Nev.); one action in the Southern District of New York, *Daas, et al. v. NeuLion, Inc., et al.*, that subsequently was transferred to this District as Case No. 2:17-cv-02767-APG-VCF (D. Nev.); one action that was filed in California state court and removed to the Central District of California, *Ferrandini, et al. v. Zuffa, LLC, et al.* No. 2:17-cv-06781 (C.D. Cal.); and one action in the

1 Southern District of California,, *Garcia v. Showtime Networks, Inc., et al.*, No. 3:17-  
2 cv-01803 (S.D. Cal.). Plaintiffs filed those actions on behalf of themselves and  
3 others who purchased access to stream the Event over the internet, alleging that they  
4 were unable to log in to the streaming service to view portions of or the entire  
5 Event.

6 **1.2** The plaintiffs in the five actions against Defendants,  
7 contemporaneously with the filing of this Settlement Agreement, are filing a  
8 Consolidated Amended Complaint against Defendants in *Park v. Zuffa, LLC, et al.*,  
9 No. 2:17-cv-02282-APG-VCF (D. Nev.) (the “Action”).

10 **1.3** This Settlement is the result of extensive negotiations that followed the  
11 filing of the five actions, including a mediation session conducted by Lizbeth Hasse  
12 of JAMS on November 28, 2017.

13 **1.4** The Parties have investigated the facts and analyzed the relevant legal  
14 issues regarding the claims and defenses asserted in the Action. Prior to mediation,  
15 Plaintiffs engaged in informal discovery, reviewed information provided by  
16 Defendants, and retained and consulted with an expert concerning the online  
17 delivery of products similar to the Event, including the possible root causes of the  
18 issues observed. The Parties have also agreed that Plaintiffs will conduct additional  
19 discovery post-mediation, such as taking depositions pursuant to Rule 30(b)(6) of  
20 the Federal Rules of Civil Procedure, Interrogatories, and requesting production of  
21 documents, to confirm the merits of the Parties’ contentions. Plaintiffs’ counsel has  
22 analyzed and evaluated the merits of all Parties’ contentions and this Agreement as  
23 it affects all Parties and the Settlement Class Members.

24 **1.5** Defendants, to avoid the costs, disruption, risks, and distraction of  
25 further litigation, and without admitting the truth of any allegations made in the  
26 Action, or any liability with respect thereto, has concluded that it is desirable that  
27 the claims against them be settled and dismissed on the terms reflected in this  
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1 Settlement.

2       **1.6** The undersigned Parties agree, subject to approval by the Court, that  
3 the Action between Plaintiffs, on the one hand, and Defendants, on the other hand,  
4 shall be fully and finally compromised, settled, and released on the terms and  
5 conditions set forth in this Agreement.

6       **1.7** Plaintiffs have analyzed and evaluated the merits of all Parties'  
7 contentions and this Settlement as it affects all Parties and the Settlement Class  
8 Members. Among the risks of continued litigation is the possibility that Plaintiffs  
9 will be unable to prove liability, damages, or entitlement to injunctive relief at trial  
10 on a class wide or individual basis. Named Plaintiffs were not required to support  
11 the Settlement in order to be designated as a Class Representative or to qualify to  
12 apply for a Class Representative Service Award.

13       **1.8** Plaintiffs' counsel has analyzed and evaluated the merits of all Parties'  
14 contentions and this Settlement as it affects all Parties and the Settlement Class  
15 Members. Among the risks of continued litigation is the possibility that Plaintiffs  
16 will be unable to prove liability, damages, or entitlement to injunctive relief at trial  
17 on a class wide or individual basis.

18       **1.9** Plaintiffs and Plaintiffs' counsel, after taking into account the  
19 foregoing, along with the risks and costs of further litigation, are satisfied that the  
20 terms and conditions of this Agreement are fair, reasonable, adequate, and equitable,  
21 and that a settlement of the Action and the prompt provision of effective relief to the  
22 Settlement Class are in the best interests of the Settlement Class Members.

23       **1.10** Defendants, while continuing to deny all allegations of wrongdoing and  
24 disclaiming any liability with respect to any and all claims, consider it desirable to  
25 resolve the Action on the terms stated herein, in order to avoid further expense,  
26 inconvenience, and interference with ongoing business operations and to dispose of  
27 burdensome litigation. Therefore, Defendants have determined that the settlement of  
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1 this Action on the terms set forth herein is in their best interests.

2       **1.11** Defendants hereby consent, solely for the purposes of the Settlement  
3 set forth herein, to the certification of the Settlement Class and appointment of  
4 Plaintiffs' counsel as counsel for the Settlement Class and Plaintiffs as  
5 representatives of the Settlement Class; provided, however, that if this Agreement  
6 fails to receive Court approval or otherwise fails to be executed, including but not  
7 limited to, the judgment not becoming final as provided in Section XVI of this  
8 Agreement, then Defendants retain all rights they had immediately preceding the  
9 execution of this Agreement, to object to the propriety of class certification in all  
10 other contexts and for all other purposes, and the Actions will continue as if the  
11 Settlement Class had never been certified. The fact that Defendants conditionally  
12 consent herein to certification of the Settlement Class shall not be used against  
13 Defendants by any Party or non-party for any purpose in this Action or any other  
14 action, litigation, lawsuit, or proceeding of any kind whatsoever.

15       **1.12** This Agreement is contingent upon the issuance by the Court of both  
16 preliminary approval and final approval. Should the Court not issue preliminary  
17 approval and final approval, Defendants do not waive, and instead expressly reserve,  
18 all rights to defend this Action.

19       **1.13** This Agreement reflects a compromise between the Parties, reflecting  
20 all attendant risks and considerations, and shall in no event be construed as or be  
21 deemed an admission or concession by any Party of the truth, or lack thereof, of  
22 any allegation or the validity, or lack thereof, of any purported claim or defense  
23 asserted in any of the pleadings or filings in the Action, or of any fault on the part of  
24 Defendants, and all such allegations are expressly denied. Nothing in this  
25 Agreement shall constitute an admission of liability or be used as evidence of  
26 liability, by or against any Party hereto.

## 1        **II.    DEFINITIONS**

2            As used in this Settlement and the attached exhibits (which are an integral  
3 part of the Settlement and are incorporated in their entirety by reference), the  
4 following terms shall have the meanings set forth below, unless this Settlement  
5 specifically provides otherwise. Other capitalized terms in this Settlement but not  
6 defined in this section shall have the meanings ascribed to them elsewhere in this  
7 Agreement.

8            **2.1**    “Action” means the class action lawsuits consolidated before this Court  
9 and styled as *Park, et al. v. Zuffa, LLC, et al.*, 2:17-cv-02282, United States District  
10 Court, District of Nevada.

11           **2.2**    “Administration Expenses” means reasonable fees and expenses  
12 incurred by the Settlement Administrator for all tasks the Settlement Administrator  
13 and any third parties perform in furtherance of the notice and administration of the  
14 Settlement and to secure performance as set forth in this Settlement.

15           **2.3**    “Agreement” means this Class Action Settlement Agreement  
16 containing all terms, conditions, and exhibits which constitute the entire agreement  
17 between the Parties.

18           **2.4**    “Application” means any application to be filed by Class Counsel in the  
19 Action by which they will seek an award of attorneys’ fees, Class Representative  
20 Service Awards, and/or reimbursement of costs they incurred prosecuting this  
21 Action.

22           **2.5**    “Attorneys’ Fees and Expenses” means such funds as may be awarded  
23 by the Court based on the Settlement described herein to compensate Class Counsel  
24 as determined by the Court, as described more particularly in Section VII of this  
25 Settlement.

26           **2.6**    “Benefit” means the cash payment and/or UFC Fight Pass credit  
27 available to a Claimant who files a Valid Claim under this Agreement for a Refund  
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1 and/or Expenses. The specific Benefit paid is subject to review, validation, and  
2 adjustments by the Settlement Administrator based upon the terms and conditions of  
3 this Agreement.

4       **2.7** “Benefit Checks” are the form of payment issued for a Valid Claim as  
5 determined by the Settlement Administrator and in accordance with this Agreement.  
6 The form of payment may be a physical check or an electronic transfer, at a  
7 Claimant’s election.

8       **2.8** “Claim” means a request for relief pursuant to this Settlement  
9 submitted by the Settlement Class Member on a Claim Form filed with the  
10 Settlement Administrator in accordance with the terms of this Settlement.

11       **2.9** “Claim Form” means the proposed form, which will be made available  
12 through an online claims process and in a hard paper version, to be used by  
13 Settlement Class Members to make a Claim under the Settlement. The Settlement  
14 Administrator will create the online claims process, which will function in  
15 substantially the same manner as set forth in the work flow charts attached hereto  
16 as Exhibit A, and which shall be accessible online from the Settlement Website in  
17 accordance with Section VI of this Settlement. The hard paper version of the Claim  
18 Form will be in a form substantially the same as that attached hereto as Exhibit B,  
19 and shall be made available for a Class Member to print and mail to the Claims  
20 Administrator.

21       **2.10** “Claim Period” means the period of time during which a Settlement  
22 Class Member must submit a Claim Form to be eligible to receive a Benefit as part  
23 of the Settlement, which shall end at the Claims Deadline. The Claim Period  
24 commences on the Notice Date and expires on the Claims Deadline, which shall be  
25 a date no later than thirty (30) days after entry of the Final Approval Order or a date  
26 certain as may be reflected in the Court’s Preliminary Approval Order.

27       **2.11** “Claimant” means a Settlement Class Member who files a Claim  
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1 seeking a Benefit under this Agreement.

2       **2.12** “Claims Deadline” means the date by which a Claim Form must be  
3 postmarked and mailed to the Settlement Administrator, or electronically  
4 submitted by 11:59 p.m. Pacific Time, to be considered timely, and shall be a date  
5 no later than thirty (30) days after entry of the Final Approval Order or a date certain  
6 as may be reflected in the Court’s Preliminary Approval Order. The Claims  
7 Deadline shall be clearly set forth in the Preliminary Approval Order as well as in  
8 the Settlement Notice and the Claim Form.

9       **2.13** “Class Counsel” means Hart Robinovitch and Caleb Marker of  
10 Zimmerman Reed LLP; Bonner Walsh of Walsh PLLC; Timothy J. Peter of Faruqi  
11 & Faruqi, LLP; Aaron M. Olson of Haeggquist & Eck, LLP; Eric LaGuardia of  
12 Laguardia Law; and Drew Ferrandini of Seven Hill Law, APC.

13       **2.14** “Class Notice” means the Long Form Notice, Direct Email Notice and  
14 Short Form Notice all in substantially the same form as set forth in Exhibits C, D  
15 and E attached hereto.

16       **2.15** “Class Representatives” means each of Plaintiffs Cameron Park, Joshua  
17 Riley, Michael Adami, Megan Duncan, Benito Aliciea Jr., Hasan Daas, Brad Grier,  
18 Wesley Inman, Matt LeBoeuf, Lloyd Trushel, Mark White, Dongsheng Liu, and  
19 Phillip Garcia.

20       **2.16** “Class Representative Settlement Award” or “Class Representative  
21 Service Award” means any award sought by application to and approved by the  
22 Court that is payable to Class Representatives up to a maximum total amount of  
23 \$1,500.00 for each of the Class Representatives, to compensate each of the Class  
24 Representatives for their efforts and risks assumed in bringing the Action and  
25 achieving the benefits of this Settlement on behalf of the Settlement Class.

26       **2.17** “Consolidated Amended Complaint” means the complaint filed by  
27 Plaintiffs in this Action contemporaneously with the filing of this Settlement  
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1 Agreement.

2       **2.18** “Court” means the United States District Court for the District of  
3 Nevada.

4       **2.19** “Defendants” means Zuffa, LLC and NeuLion, Inc.

5       **2.20** “Defendants’ Partners” or “Partners” means Amazon.com, Inc., Apple  
6 Inc. and Microsoft Corporation.

7       **2.21** “Direct Email Notice” means the proposed electronic notice, in  
8 substantially the same form attached as part of Exhibit D hereto as well as attached  
9 to the Proposed Preliminary Approval Order, to be approved by the Court and to be  
10 published in accordance with Section VIII of this Settlement Agreement.

11       **2.22** “Effective Date” means the tenth calendar day after the last of the  
12 following dates: a) all Parties and their counsel, Defendants’ Counsel and Class  
13 Counsel, have executed this Settlement; b) the Court has entered the Final Approval  
14 Order; or c) the date on which time to appeal or to seek permission to appeal from  
15 the Court’s approval of the Settlement Agreement has expired or, if appealed,  
16 approval of the Settlement Agreement has been affirmed in its entirety by the court  
17 of last resort to which such appeal has been taken and such affirmance is no longer  
18 subject to further appeal or review, or upon the denial of a writ of certiorari to  
19 review the order and final judgment from any court making the Final Approval  
20 Order a final, non-appealable judgment.

21       **2.23** “Event” means the boxing matches held on August 26, 2017, including  
22 the Preliminary Bouts and the Main Bout.

23       **2.24** “Expenses” means those expenses incurred by a Settlement Class  
24 Member in anticipation of being able to view the stream of the Event, which  
25 includes, for example, the purchase of food and/or beverages for the specific  
26 purpose of consuming them with others while viewing the stream of the Event, and  
27 which were not fully realized as a result of streaming issues experienced by the  
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1 Settlement Class Member, as described in Section 5.3 of this Agreement.

2       **2.25** “Fairness Hearing” and/or “Final Approval Hearing” means the final  
3 hearing to be conducted by the Court on such date as the Court may order to  
4 determine the fairness, adequacy, and reasonableness of the Settlement in  
5 accordance with applicable jurisprudence, to be held after notice has been provided  
6 to the Settlement Class in accordance with this Settlement, and where the Court will:  
7 (a) determine whether to grant final approval to the certification of the Settlement  
8 Class; (b) determine whether to designate Plaintiffs as the representatives of the  
9 Settlement Class; (c) determine whether to designate Class Counsel as counsel for  
10 the Settlement Class; (d) determine whether to grant final approval to the  
11 Settlement; (e) rule on Class Counsel’s Application for a Fee and Expense Award;  
12 (f) rule on Class Representatives’ Application for Class Representative Service  
13 Awards; and (f) consider whether to enter the Final Approval Order.

14       **2.26** “Fee and Expense Award” means the attorneys’ fees and  
15 reimbursement of costs, to be paid separate and apart from the payment of Valid  
16 Claims, awarded by the Court to Class Counsel for all the past, present, and future  
17 attorneys’ fees, costs (including court costs), expenses, and disbursements incurred  
18 by them and their experts, staff, and consultants in connection with the Action.

19       **2.27** “Final Approval Order” means an order to be entered by the Court,  
20 providing, among other things, certification of the class, final approval of the  
21 Settlement and approval of the Agreement, dismissal of the Action with prejudice as  
22 to the Class Representatives’ and Settlement Class Members’ claims against  
23 Defendants, and entry of final judgment with respect thereto.

24       **2.28** “Long Form Notice” means the proposed notice, in substantially the  
25 same form attached as part of Exhibit C hereto as well as attached to the Proposed  
26 Preliminary Approval Order, to be approved by the Court and to be published in  
27 accordance with Section VIII of this Settlement Agreement.

1           **2.29** “Main Bout” means the boxing match held on August 26, 2017  
2 between Floyd Mayweather Jr. and Conor McGregor. For purposes of Section 5.2,  
3 the Main Bout is considered to include the introductions, national anthem, and  
4 entrances of the boxers that commenced after conclusion of the Preliminary Bouts.

5           **2.30** “Motion for Preliminary Approval of Settlement” means the motion, to  
6 be filed by Plaintiffs, seeking entry by the Court of the Preliminary Approval Order,  
7 and includes all supporting papers.

8           **2.31** “Notice Date” means the date on which the Settlement Administrator  
9 disseminates the Settlement Notice consistent with the Preliminary Approval Order.  
10 The Notice Date shall be no later than thirty (30) days after the Court’s entry of the  
11 Preliminary Approval Order.

12           **2.32** “Notice Plan” means the notice plan, to be developed by the Settlement  
13 Administrator, to notify the Settlement Class of the Settlement Notice and to  
14 command the Settlement Class Members’ attention to their rights under the  
15 Settlement. The Parties have agreed that notice shall be provided by electronic mail  
16 to the email addresses provided by Settlement Class Members when they purchased  
17 streaming access to the Event. Only in the event that an email cannot be delivered  
18 will the Settlement Administrator send notice by postcard to the mailing address  
19 provided by such Settlement Class Member.

20           **2.33** “Objection” means an objection properly filed with the Court in  
21 conformance with the terms of the Preliminary Approval Order by a member of the  
22 Settlement Class, objecting to any aspect of the Settlement.

23           **2.34** “Objection Deadline” means the last date on which a Settlement Class  
24 Member may object to the Settlement or any aspect thereof, and/or the request of  
25 Class Counsel for fees and reimbursement of their costs and expenses. The  
26 Objection Deadline will be sixty (60) days after the Notice Date, or such other date  
27 as the Court may set.  
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1           **2.35** “Opt-Out” means a request by a member of the Settlement Class to  
2 be excluded from the Settlement Class by following the procedures set forth in  
3 the Preliminary Approval Order and the Class Notice.

4           **2.36** “Opt-Out Deadline” means sixty (60) days after the Notice Date, or  
5 such other date as the Court may set.

6           **2.37** “Parties” (or “Party” individually) means Plaintiffs and Defendants.

7           **2.38** “Person” means any natural person, corporation, partnership, business  
8 organization or association, or other type of legal entity.

9           **2.39** “Plaintiffs” means Cameron Park, Joshua Riley, Michael Adami,  
10 Megan Duncan, Benito Aliciea Jr., Hasan Daas, Brad Gier, Wesley Inman, Matt  
11 LeBoeuf, Lloyd Trushel, Mark White, Dongsheng Liu, and Phillip Garcia.

12           **2.40** “Preliminary Approval Order” means an order, in substantially the  
13 same form of the Proposed Preliminary Approval Order attached hereto as Exhibit  
14 F, to be entered by the Court granting, among other things, preliminary approval of  
15 the Settlement.

16           **2.41** “Preliminary Bouts” means the boxing matches held on August 26,  
17 2017 that preceded the Main Bout as part of the Event.

18           **2.42** “Proof of Claim” means the information and documentation, submitted  
19 under penalty of perjury as specified in the Claim Form, reasonably establishing that  
20 a Settlement Class Member incurred Expenses, as described in Section 5.3 of this  
21 Agreement.

22           **2.43** “Proposed Preliminary Approval Order” means the order attached  
23 hereto as Exhibit F.

24           **2.44** “Refund” means a refund of a portion or the entire price to purchase  
25 access to stream the Event, as set forth in Section 5.1 of this Agreement.

26           **2.45** “Releases” means all releases identified in Section XII of this  
27 Agreement.

1           **2.46** “Released Claims” are those claims defined in paragraph 12.2 of this  
2 Agreement.

3           **2.47** “Released Parties” means Defendants and their direct and indirect  
4 parent companies, predecessor entities, successor entities, related companies, direct  
5 and indirect subsidiaries, holding entities, past and present affiliates, franchisees,  
6 distributors, wholesalers, retailers, advertising and production agencies, licensors,  
7 and agents, including all current and former officers, directors, managers, members,  
8 partners, owners, employees, shareholders, consultants, attorneys, legal  
9 representatives, insurers, agents, assigns, or other equity interest holders of any of  
10 the foregoing, and their heirs, executors, administrators, and assigns. For the  
11 avoidance of doubt, Released Parties shall include all retailers, distributors, sellers  
12 and resellers of streaming access to the Event.

13           **2.48** “Releasing Parties” means Plaintiffs, the Class Representatives, all  
14 Settlement Class Members, Class Counsel, and any Person claiming by or through  
15 her/him/it, including any Person claiming to be her/him/its spouse, parent, child,  
16 heir, guardian, associate, co-owner, attorney, legal representative, agent, insurer,  
17 administrator, devisee, predecessor, successor, assignee, equity interest holders or  
18 representatives of any kind, shareholder, partner, director, employee or affiliate, and  
19 their heirs, executors, administrators, and assigns.

20           **2.49** “Request for Exclusion” means a document used to exclude oneself or  
21 opt-out of the Settlement Class, similar in form to that attached as Exhibit G.

22           **2.50** “Settlement” means the settlement into which the Parties have entered  
23 to resolve the Action. The terms of the Settlement are as set forth in this Agreement  
24 and attached exhibits.

25           **2.51** “Settlement Administrator” or “Claims Administrator” is Angeion  
26 Group, an independent entity selected by the Parties to administer the Settlement  
27 and approved by the Court.  
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1           **2.52** “Settlement Class” means: All Persons who, from a United States  
 2 address, purchased access to stream the Event for viewing as a consumer on  
 3 UFC.TV, the UFC mobile application, Amazon Fire TV, Apple TV, Microsoft  
 4 Xbox, Roku, or on LG or Samsung devices. Excluded from the Settlement Class are:  
 5 (a) Defendants and their employees, principals, affiliated entities, legal  
 6 representatives, successors and assigns; (b) any Person who files a valid, timely Opt-  
 7 Out request; (c) federal, state, and local governments (including all agencies and  
 8 subdivisions thereof, but excluding employees thereof) and (d) the judge(s) to whom  
 9 this Action is assigned and any members of her, his, or their immediate families.

10           **2.53** “Settlement Class Members” means all Persons who are members of  
 11 the Settlement Class and who do not exclude themselves from the Settlement Class  
 12 in the manner and time prescribed by the Court in the Preliminary Approval Order.

13           **2.54** “Settlement Notice” means the Long Form Notice substantially in the  
 14 same form attached as part of Exhibit C hereto and attached to the Proposed  
 15 Preliminary Approval Order, to be approved by the Court and to be disseminated in  
 16 accordance with Section VIII of this Agreement.

17           **2.55** “Settlement Website” means the website to be created for this  
 18 Settlement that will include information about the Action, the Settlement, and  
 19 relevant documents and electronic and printable forms relating to the Settlement,  
 20 including the Claim Form that can be submitted online or printed and mailed, and  
 21 which Settlement Class Members can visit to read or request additional information  
 22 regarding the Settlement. The Settlement Website shall  
 23 be www.UFCPPVSettlement.

24           **2.56** “Short Form Notice” means the proposed notice, in substantially the  
 25 same form attached as part of Exhibit E hereto as well as attached to the Proposed  
 26 Preliminary Approval Order, to be approved by the Court and to be published by  
 27 sending it in postcard form via first class mail to those Settlement Class Members  
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1 whose emails are returned as undeliverable in accordance with Section VIII of this  
2 Settlement Agreement.

3 **2.57** “Tier” means the Refund or Expenses category a Settlement Class  
4 Member elects and is qualified under which to receive a Benefit from Defendants.

5 **2.58** “Valid Claim” means a Claim Form submitted by a Settlement Class  
6 Member that is (a) submitted in accordance with the directions accompanying the  
7 Claim Form and the provisions of the Settlement; (b) accurately, fully, and truthfully  
8 completed and executed, with all of the information requested in the Claim Form, by  
9 a Settlement Class Member; (c) signed physically or by e-signature by a Settlement  
10 Class Member personally, subject to the penalty of perjury; (d) returned via mail and  
11 received by the Claims Deadline or, if submitted online, is received by 11:59 p.m.,  
12 Pacific Time, on the Claims Deadline and (e) determined to be valid by the  
13 Settlement Administrator.

14 Capitalized terms in this Agreement not defined in Section II shall have the  
15 meanings ascribed to them elsewhere in this Agreement.

### 16 **III. CONDITIONAL CERTIFICATION OF THE SETTLEMENT** 17 **CLASS**

18 **3.1** This Agreement is for settlement purposes only, and neither the fact of,  
19 nor any provision contained in this Agreement, nor any action taken hereunder, shall  
20 constitute or be construed as an admission of: (a) the validity of any claim or  
21 allegation by Plaintiffs or of any defense asserted by Defendants in the Action; or  
22 (b) any wrongdoing, fault, violation of law, or liability on the part of any Party,  
23 Released Party, Settlement Class Member, or their respective counsel.

24 **3.2** For the purpose of implementing this Agreement, and for no other  
25 purpose, Defendants stipulate to the conditional certification of the nationwide  
26 Settlement Class in the Action as set forth in the Proposed Preliminary Approval  
27 Order and satisfaction of all elements of Fed.R.Civ.P. 23(a) and 23(b)(3). If for any  
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1 reason this Agreement should fail to become effective, Defendants' agreement to  
2 certification of the Settlement Class provided for in this Section, or to any other  
3 class or subclass, shall be null and void, and the Parties shall return to their  
4 respective positions in the Action before this Agreement was executed.

5 **IV. REQUIRED EVENTS**

6 As soon as practicable after the execution of this Agreement, Plaintiffs shall  
7 file in the Action this Agreement and a motion seeking entry of the Preliminary  
8 Approval Order, which order shall by its terms accomplish all the following:

9 **4.1** Preliminarily approve the Settlement and this Agreement as fair and  
10 reasonable to the Settlement Class;

11 **4.2** Conditionally certify the Settlement Class for the purpose of effecting  
12 the Settlement;

13 **4.3** Designate Plaintiffs as the Class Representatives of the Settlement  
14 Class;

15 **4.4** Designate Class Counsel as counsel for the Settlement Class;

16 **4.5** Approve the Settlement Administrator and instruct the Settlement  
17 Administrator to perform the following functions in accordance with the terms of  
18 this Agreement, the Preliminary Approval Order, and the Final Approval Order:

- 19 a. Process Opt-Out requests in accordance with Section IX of this  
20 Agreement;
- 21 b. Process Objections to the Settlement in accordance with Section IX of  
22 this Agreement;
- 23 c. Process Claim Forms in accordance with Section VI of this Agreement;
- 24 d. Before disseminating the Settlement Notice, establish the Settlement  
25 Website, which Settlement Class Members can visit to read and obtain  
26 additional information regarding the Settlement, and create the online  
27 claims process, through which Settlement Class Members can submit  
28 Claim Forms; and

- e. Set up and operate a toll-free automated interactive voice response system through which Settlement Class Members can access Settlement information.

**4.6** Approve the form, contents, and method of notice to be given to the Settlement Class as set forth in Section VIII of this Agreement, and direct the Claims Administrator to provide, and cause to be provided, such notice and to file with the Court a declaration of compliance with those notice requirements, as set forth in Section VI of this Agreement.

**V. SETTLEMENT CONSIDERATION AND PROCEDURES FOR PROVIDING BENEFITS TO SETTLEMENT CLASS MEMBERS**

**5.1 Refund for Purchase of Streaming Access Available to Settlement Class Members**

Subject to the rights, terms, and conditions of this Agreement, Defendants will pay or cause to be paid Valid Claims for Refunds to Settlement Class Members *who have not previously received refunds*. Each Settlement Class Member may select the single highest Tier below of relief for which he or she qualifies:

- a) Refund Tier 1. A Settlement Class Member who elects to fill out the Claim Form section for Refund Tier 1, and who attests, under penalty of perjury, that s/he purchased access to stream the Event, and attempted to log on to view the Preliminary Bouts but could not do so, such that s/he was unable to view *any portion* of the Preliminary Bouts that s/he sought to view due to streaming disruptions, but was able to view the entire the Main Bout without disruption, may recover \$25.00.
- b) Refund Tier 2. A Settlement Class Member who elects to fill out the Claim Form section for Refund Tier 2, and who attests, under penalty of perjury, that s/he purchased access to stream the Event, and attempted to log on to view the Main Bout but could not do so, such that s/he was unable to watch *up to five minutes* of the Main Bout due to streaming disruptions, but was able to view the remainder of the Main Bout without disruption, may recover \$50.00.

- 1           c) Refund Tier 3. A Settlement Class Member who elects to fill out  
 2           the Claim Form section for Refund Tier 3, and who attests, under  
 3           penalty of perjury, that s/he purchased access to stream the  
 4           Event, and attempted to log on to view the Main Bout but could  
 5           not do so, such that s/he was unable to watch *more than five*  
              *minutes* of the Main Bout due to streaming disruptions, may  
              recover \$99.99.

6           Settlement Class Members shall be entitled to submit one Claim Form and  
 7           receive one payment for each distinct streaming access purchase transaction made.  
 8           Only one refund tier can be selected by each Settlement Class Member for each  
 9           distinct streaming access purchase transaction. If two or more tiers are selected on a  
 10          Claim Form or duplicative Claim Forms are filed by a Settlement Class Member,  
 11          s/he shall receive a single refund associated with the highest tier selected.

## 12           **5.2 Procedure and Requirements for Claiming Relief**

13          To make a Valid Claim for a Refund under Tier 1, 2 or 3, each Settlement  
 14          Class Member must provide certain information relating to her/his purchase of  
 15          access to stream the Event on the Claim Form, as follows:

- 16          a) If the Settlement Class Member purchased access through UFC (via  
 17               UFC.TV or the UFC mobile application), or did so through  
 18               Defendants' Partners but linked the purchase to UFC.TV, the  
 19               Settlement Class Member need only provide the email address  
 20               associated with the Settlement Class Member's account used to  
              purchase access.
- 21          b) If the Settlement Class Member purchased access through Defendants'  
 22               Partners, but did *not* link her/his purchase to UFC.TV, Defendants  
 23               cannot verify the Settlement Class Member's Claim through email  
 24               address alone. Accordingly, Settlement Class Members who purchased  
 25               access through Defendants' Partners in this manner, and who make a  
              Claim for a Tier 2 or 3 refund, will have several options, in addition to  
              providing the information specified above in (a):
- 26               1) If a Settlement Class Member who purchased access through  
 27               Defendants' Partners is able to complete the Claim Form online  
 28               while connected to the same network that Settlement Class

1 Member used to stream the Event, the Settlement Administrator  
2 will note the Internet Protocol address of that Settlement Class  
3 Member during the claims process. Defendants reserve the right  
4 to request additional information from that Settlement Class  
5 Member if the Internet Protocol address does not match their  
6 records.

- 7 2) If a Settlement Class Member who purchased access through  
8 Defendants' Partners is *not* able to complete the Claim Form  
9 online while connected to the same network that the Settlement  
10 Class Member used to stream the Event, then the Settlement  
11 Class Member may, at her/his option: (i) obtain and provide  
12 manually the Internet Protocol address s/he used to stream the  
13 event; or (ii) explain in narrative form why s/he cannot obtain the  
14 Internet Protocol address used to stream the Event and why s/he  
15 nevertheless should receive a Tier 2 or Tier 3 refund. The Claim  
16 Form available through the online claim process shall include  
17 space for such a narrative description; any Settlement Class  
18 Member completing a hard paper version of the Claim Form may  
19 attach a separate sheet with the requisite information, if  
20 necessary.

21 If the Settlement Administrator deems a narrative incomplete  
22 because the Settlement Class Member failed to include details as  
23 to why s/he could not obtain and/or provide the Internet Protocol  
24 address, the Settlement Administrator may request that the  
25 Settlement Class Member provide such details, or other  
26 additional information. If, in response to this request, the  
27 Settlement Class Member, as determined by the Settlement  
28 Administrator, still has not provided details or other additional  
information that demonstrates that s/he should receive a Tier 2 or  
3 refund without providing an Internet Protocol address, the  
Settlement Administrator will notify her/him that such is the  
case, and that s/he will be receiving \$25.00 for her/his refund  
claim (the amount available to Settlement Class Members under  
Tier 1). The Settlement Class Member may contest this  
determination, consistent with Section 6.5.

- 29 c) For Settlement Class Members who purchased access through  
30 Microsoft, Defendants require both the Internet Protocol address and  
31 the Microsoft user's Xbox "Gamertag." The Settlement Notice and

Claim Form instructions will advise Settlement Class Members who purchased access through Microsoft where to locate their Gamertag. If a Settlement Class Member in this category cannot locate her/his Gamertag, s/he may explain in narrative form why s/he is unable to locate the Gamertag. If the Settlement Administrator deems a narrative incomplete because the Settlement Class Member failed to include details as to why s/he could not locate her/his Gamertag, the Settlement Administrator may request that the Settlement Class Member provide such details, or other additional information. If, in response to this request, the Settlement Class Member, as determined by the Settlement Administrator, has not provided details or other additional information that demonstrates that s/he should receive a Tier 2 or 3 refund without providing a Gamertag, the Settlement Administrator will notify her/him that such is the case, and that s/he will be receiving \$25.00 for her/his refund claim (the amount available to Settlement Class Members under Tier 1). The Settlement Class Member may contest this determination, consistent with Section 6.5.

### **5.3 Reimbursement for Out-of-Pocket Expenses Available to Settlement Class Members**

Settlement Class Members who qualify for a Refund under Tier 1, 2 or 3 as set forth in Section 5.1, *and* those Settlement Class Members who previously received refunds, may claim an additional benefit if they incurred Expenses, as follows:

- a) Reimbursement for Expenses Option A. A Settlement Class Member who elects to fill out the Claim Form section for Reimbursement for Expenses, and who attests, under penalty of perjury, that s/he incurred up to \$30.00 in Expenses, may recover one month of free access to UFC Fight Pass. No receipts or other separate documentation are necessary for an Option A claim.
- b) Reimbursement for Expenses Option B. A Settlement Class Member who elects to fill out the Claim Form section for Reimbursement of Expenses; who attests, under penalty of perjury, that s/he incurred more than \$30.00 in Expenses; and provides Proof of Claim documentation regarding the same, may elect to receive either (1) three months of free access to UFC

1 Fight Pass, or (b) \$5.00 in cash, at the Claimant's choosing.  
 2 Proof of Claim documentation for a Reimbursement of Expenses  
 3 Option B claim must include either: (i) copies of receipts  
 4 demonstrating that s/he incurred more than \$30.00 in Expenses;  
 5 or (ii) a sworn and notarized statement that describes in detail  
 6 Expenses that totaled more than \$30.00. If the notarization  
 7 requirement above in (ii) poses a financial hardship for the  
 8 Settlement Class Member, s/he may explain this hardship in a  
 9 detailed statement. The Settlement Administrator will not take  
 the absence of notarization into account when considering the  
 sufficiency of a statement of Expenses if such financial hardship  
 is explained in the statement.

10 Free access to UFC Fight Pass will be provided in the form of a non-  
 11 transferable access code that the Settlement Class Member must use within one year  
 12 of its receipt. The access to UFC Fight Pass will not require that the Class Member  
 13 provide any new financial data (such as a credit card) and shall not contain any  
 14 automatic renew or negative option features that can result in future billings.

#### 15 **5.4 No Unclaimed Property Rights**

16 Defendants guarantee to pay the Benefit as determined by the Settlement  
 17 Administrator pursuant to the terms and conditions of this Agreement.  
 18 Notwithstanding anything to the contrary, Defendants shall pay Valid Claims only.  
 19 This Agreement does not create any vested property interest or unclaimed property  
 20 rights for Settlement Class Members who do not file Valid Claims.

### 21 **VI. PROCEDURES FOR PROVIDING BENEFIT TO SETTLEMENT** 22 **CLASS MEMBERS**

23 **6.1** The Parties shall jointly ask the Court to approve Angeion Group as the  
 24 Settlement Administrator. The Settlement Administrator shall, subject to the  
 25 supervision of the Court, administer the relief provided by this Agreement by  
 26 providing notices to the Settlement Class in accordance with the Notice Plan;  
 27 maintaining the Settlement Website; creating the online claims process to  
 28 function in substantially the same manner as contemplated by Exhibit A;



1 processing Claim Forms in a rational, responsive, cost effective, and timely manner;  
2 and distributing the refunds and other relief to the Settlement Class. The Settlement  
3 Administrator shall maintain reasonably detailed records of its activities under this  
4 Agreement. The Settlement Administrator shall maintain all such records as are  
5 required by applicable law and in accordance with its normal business practices, and  
6 such records will be made available to Class Counsel, Defendants' Counsel, the  
7 Parties, and their representatives promptly upon request.

8       **6.2** At the election of the Settlement Class Member, the Settlement  
9 Administrator shall accept Claim Forms submitted through the online claims process  
10 or in the hard paper version of the Claim Form via email, mail or fax. Claim Forms  
11 mailed must be postmarked by the Claims Deadline, or submitted online no later  
12 than 11:59 p.m. Pacific Time of the Claims Deadline. Claim Forms postmarked or  
13 submitted online after that date will not be Valid Claims. The Settlement  
14 Administrator will track Claim Forms with unique security identifiers or control  
15 numbers issued to Persons who seek to file a Claim. For Claim Forms that are  
16 submitted online, the Settlement Class Member shall have the opportunity to upload,  
17 if applicable, Proof of Claim image files (e.g. jpg, tif, png, pdf), to preview and  
18 confirm information entered in the Claim Form prior to submitting the Claim, and to  
19 print a page immediately after the Claim Form has been submitted showing the  
20 information entered, the names of image file(s) uploaded, and the date and time the  
21 Claim Form was received.

22       **6.3** On the Claim Form, the Settlement Administrator shall validate that the  
23 Settlement Class Member provided and certified the truth and accuracy of the  
24 following information under penalty of perjury, including by signing the Claim  
25 Form physically or by e-signature, or the Claim will not be considered a Valid  
26 Claim by the Settlement Administrator:

- 27               a) The Settlement Class Member's name, mailing address, email  
28               address and telephone number;



- b) Responses to all applicable sections of the Claim Form completely, truthfully and accurately; and
- c) A security code or control number provided by the Settlement Administrator.

**6.4** The Settlement Administrator shall be responsible for, among other things, providing notice as set forth in the Notice Plan, processing Claim Forms, and administering the Settlement Website, Opt-Out process, and Settlement claims process described herein (including receiving and maintaining on behalf of the Court and the Parties any Settlement Class Member correspondence regarding requests for Opt-Outs from the Settlement Class). The Settlement Administrator will use adequate and customary procedures and standards to prevent the payment of fraudulent claims and to pay only Valid Claims. The Settlement Administrator and Parties shall have the right to audit claims, and the Settlement Administrator may request additional information from Claimants including by cross examination. The Settlement Administrator will approve Valid Claims and issue payment based upon the terms and conditions of the Agreement or may reject Claims which are invalid or evidence waste, fraud, or abuse. The determination of validity of Claims shall occur within sixty (60) days of the end of the Claim Period.

**6.5** In the event a Settlement Class Member whose claim is denied wishes to contest that decision, the Parties shall attempt to resolve the Settlement Class Member's concern informally. If the Settlement Class Member remains dissatisfied, the Settlement Class Member may, at his or her own expense, present the dispute to the Court for final resolution. Similarly, in the event a Defendant wishes to contest the decision to approve a Settlement Class Member's Claim Form, the Parties shall attempt to resolve the Defendant's concern informally. If the Defendant remains dissatisfied, the Defendant may, at its own expense, present the dispute to the Court for final resolution.

1           **6.6** If a Claim Form is denied or deemed incomplete for any reason, the  
2 Claims Administrator shall promptly notify both the Claimant and Class Counsel.  
3 The Claimant and Class Counsel shall have thirty (30) days from the date the  
4 notification is received to attempt to correct or cure any deficiency provided by the  
5 Claims Administrator and resubmit a corrected Claim Form on behalf of the  
6 Claimant.

7           **6.7** Neither Plaintiffs nor Defendants, nor their counsel, shall have any  
8 liability whatsoever for any act or omission of the Settlement Administrator.

9           **6.8** With respect to Defendants' ability to audit claims, Defendants reserve  
10 the right to verify: (i) whether a Claimant has already received a refund for her/his  
11 purchase of access to stream the Event from Defendants or their Partners; and/or (ii)  
12 a Claimant's viewing history of the Event, by comparing the Claimant's attestation  
13 regarding her/his ability to log on and view the Event against Defendants' internal  
14 access logs. In the event that a Claimant's attestation is inconsistent with  
15 Defendants' internal access logs of the Claimant's viewing history of the Event,  
16 Defendants may require further information from such Claimant concerning her/his  
17 viewing history of the Event. If such further information is not satisfactorily  
18 provided, the Settlement Administrator may reject the claim, subject to Class  
19 Counsel's ability to audit rejections of claims on this basis and request a final  
20 determination by the Court.

21           **6.9** The Settlement Administrator shall also provide reports and other  
22 information to the Court as the Court may require. The Settlement Administrator  
23 shall promptly provide Class Counsel and Defendants' Counsel with information  
24 concerning notice, administration, and implementation of the Agreement including  
25 denials or deficient Claim Forms that have been reviewed. Should the Court request  
26 or should it be reasonably advisable to do so, the Parties, in conjunction with the  
27 Settlement Administrator, shall submit a timely report to the Court summarizing the  
28

1 work performed by the Settlement Administrator. Without limiting the foregoing,  
2 the Settlement Administrator shall:

- 3 a) promptly forward upon request to Defendants' Counsel and  
4 Class Counsel, copies of all documents and other materials  
5 relating to the administration of the Settlement;
- 6 b) receive requests from Settlement Class Members to Opt-Out  
7 from the Settlement Class and promptly provide to Class Counsel  
8 and Defendants' Counsel a copy thereof upon receipt. If the  
9 Settlement Administrator receives any Opt-Out requests from  
10 Settlement Class Members after the Opt-Out Deadline, the  
11 Settlement Administrator shall promptly provide copies thereof  
12 to Class Counsel and Defendants' Counsel;
- 13 c) provide reports and summaries, as requested, to Class Counsel  
14 and Defendants' Counsel, including without limitation, reports  
15 regarding the number of Claim Forms received and the identity  
16 of the Settlement Class Members;
- 17 d) employ reasonable procedures to screen Claim Forms for waste,  
18 fraud, and abuse and reject a Claim Form, or any part of a Claim  
19 for a payment reflected therein, where the Settlement  
20 Administrator determines that there is evidence of waste, fraud,  
21 or abuse. The Settlement Administrator will review each Claim  
22 Form based upon the initial submission by Settlement Class  
23 Member and ensure that each is complete, properly substantiated  
24 and, based on the substantiation, determine the appropriate  
25 Benefit to be paid, if any, in accordance with the terms of this  
26 Agreement. The Settlement Administrator is empowered to pay  
27 legitimate and Valid Claims only.
- 28 e) prepare a declaration attesting to compliance with the Class  
Notice requirements set forth below and identifying all Opt-Outs  
and/or objectors. Such declaration shall be provided to  
Defendants' Counsel and Class Counsel for filing with the Court  
no later than fourteen (14) days prior to the Final Approval  
Hearing.
- f) issue checks for payment of Valid Claims ("Benefit Checks").  
Defendants are obligated to pay Valid Claims only. All Benefit  
Checks issued pursuant to the Settlement shall bear in the legend

1 that they expire if not negotiated within ninety (90) days of their  
2 date of issue. To the extent that a Benefit Check issued to a  
3 Settlement Class Member is not cashed within ninety (90) days  
after the date of issue, the check will be void.

4 **VII. CLASS COUNSEL'S APPLICATION FOR AN AWARD OF**  
5 **ATTORNEYS' FEES, REIMBURSEMENT OF COSTS, AND**  
6 **SERVICE AWARD**

7 7.1 Class Counsel will submit to the Court an Application seeking a Fee  
8 and Expense Award of no more than \$900,000.00 to compensate them for their  
9 professional time, risk and past and future work securing the pool of Settlement  
10 Benefits for the Settlement Class. The Application shall be filed no less than ten  
11 (10) days prior to the Objection Deadline. Defendants agree to pay the Fee and  
12 Expense Award, in the amount approved by the Court, up to a maximum total  
13 amount of \$900,000.00. The Fee and Expense Award shall be paid by Defendants  
14 separate and apart from the Settlement, and shall not take away from or otherwise  
15 reduce the monetary relief available to the Settlement Class. Court approval of the  
16 Fee and Expense Award will not be a condition of the Settlement. If the Court  
17 denies, in whole or part, Class Counsel's Application for a Fee and Expense Award,  
18 the remainder of the terms of this Agreement shall remain in effect. In addition, no  
19 interest will accrue on such amounts at any time. If approved by the Court, this  
20 award shall be payable to Class Counsel up to a maximum total amount  
21 \$900,000.00. Defendants will not object to such a request.

22 7.2 Class Counsel shall also submit to the Court an Application seeking the  
23 Class Representative Service Awards. If approved by the Court, these awards shall  
24 be payable to Class Representatives up to a maximum total amount of \$1,500.00 for  
25 each of the Class Representatives, to compensate each of the Class Representatives  
26 for their time, efforts and risks in bringing the Action and achieving the benefits of  
27 this Settlement on behalf of the Settlement Class. The Application shall be filed no  
28

1 less than ten (10) days prior to the Objection Deadline. The Parties discussed these  
2 Class Representative Service Awards, and the amount thereof, through the mediator,  
3 only after having reached agreement in principle on all material aspects of relief to  
4 the Settlement Class. No amounts have been promised to Class Representatives in  
5 order to obtain support for the Settlement and any amounts ultimately awarded to  
6 any Class Representative, if any, shall be solely in the discretion of the Court. A  
7 Class Representative is not required to support the Settlement in order to apply to  
8 the Court for a Class Representative Service Award and retains the right to file a  
9 timely objection to the settlement. Defendants agree to pay any Class  
10 Representative Service Awards, in the amount approved by the Court, up to a  
11 maximum of \$1,500.00 for each of the Class Representatives. Any Class  
12 Representative Service Awards, as awarded by the Court, shall be payable within  
13 ten (10) calendar days after the Effective Date.

14 **7.3** The Fee and Expense Award, as awarded by the Court, shall be payable  
15 within twenty (20) calendar days after entry of the Final Approval Order,  
16 notwithstanding the existence of any timely filed objections thereto, or potential for  
17 appeal therefrom, or collateral attack on the Settlement or any part thereof, subject  
18 to Class Counsel providing a promissory note or other agreed security for the  
19 recovery of all fees and expenses paid thereto in the event that the final judgment or  
20 Attorneys' Fees and Expenses award is reversed or reduced. Defendants shall  
21 make the payment of the Fee and Expense Award to Class Counsel by depositing  
22 through a wire exchange into an account to be identified by Class Counsel, the sum  
23 so awarded and approved by the Court. Class Counsel shall provide to Defendants,  
24 prior to the Final Approval Order, all wiring and account information necessary to  
25 enable Defendants to make the payment required by this section. Defendants agree  
26 that they will pay the amounts approved by the Court within the time required by  
27 this Section.

1           **7.4** Class Counsel shall provide Defendants with all necessary accounting  
2 and tax information, including W-9 forms, with reasonable advance notice, and in  
3 no instance later than the Effective Date, to allow Defendants to make the Fee and  
4 Expense Award payment as set forth above.

5           **VIII. NOTICE AND DISSEMINATION TO THE SETTLEMENT**  
6           **CLASS, AND CLAIMS DEADLINES**

7           Subject to Court approval, the Parties agree that Defendants shall cause notice  
8 of the proposed Settlement to be provided to the Settlement Class by the following  
9 methods:

10           **8.1 CAFA Notice**

11           Within ten (10) calendar days after this Agreement is filed with the Court,  
12 Defendants shall serve upon relevant government officials notice of the Agreement  
13 in accordance with 28 U.S.C. §1715.

14           **8.2 Settlement Notice**

15           The Parties agree that the Settlement Notice shall otherwise be in the manner  
16 and form agreed upon by the Parties and approved by the Court. Collectively, the  
17 Settlement Notice shall in general terms set forth and sufficiently inform the  
18 Settlement Class Members of: (1) a short, plain statement of the background of the  
19 Action, the Class certification, and the essential terms of the Settlement; (2)  
20 appropriate means for obtaining additional information regarding the Settlement and  
21 the Action; (3) appropriate information concerning the procedure for objecting or  
22 opting-out from the Settlement, if they should wish to do so; and (4) that any relief  
23 to Settlement Class Members is contingent on the Court's final approval of the  
24 Settlement. The Parties will request the Court to approve the Settlement Notice in  
25 the Preliminary Approval Order. The Settlement Notice shall be provided to  
26 Settlement Class Members: a) as referenced on or via link on the Direct Email  
27 Notice; b) on the Settlement Website; and c) on request by U.S. mail or email,  
28



1 calling Class Counsel or the Settlement Administrator on the Toll-Free Telephone  
2 Support Line.

### 3 **8.3 Direct Email Notice**

4 The Settlement Administrator shall cause the Direct Email Notice to be sent  
5 to all Settlement Class Members for whom Defendants have, have obtained from  
6 Defendants' Partners, or otherwise have obtained an email address in accordance  
7 with the Notice Plan attached as part of Exhibit D. The Parties agree that the Direct  
8 Email Notice provides to the Settlement Class and Settlement Class Members  
9 information sufficient to inform them of: the essential terms of the Settlement;  
10 appropriate means for obtaining additional information regarding the Settlement and  
11 the Action, including via the Settlement Website and Toll-Free Telephone Support  
12 Line; and, appropriate information about the procedure for objecting or opting-out  
13 from the Settlement, if they should wish to do so. The Direct Email Notice shall  
14 contain hyperlinks to the Settlement Website, the Settlement Notice and Claim  
15 Form, which can be completed electronically, or alternatively printed and submitted  
16 by mail. The Direct Email Notice shall also contain the Toll-Free Telephone  
17 Support Line where Class Members can request copies of the full Settlement Notice  
18 or Claim Form from the Claims Administrator via U.S. Mail or email. The  
19 Settlement Administrator shall cause the Direct Email Notice to be sent to all  
20 Settlement Class Members at their last known email address, including that used to  
21 purchase the access to stream the Event, within thirty (30) days of the Preliminary  
22 Approval Order. If any emails to Settlement Class Members are returned to the  
23 Settlement Administrator as non-deliverable, or if transmission to any Settlement  
24 Class Members otherwise fails, then the Settlement Administrator shall attempt to  
25 send a second email to those email addresses with a different subject line within  
26 seven (7) days of the non-delivery notice. If these second emails are returned to the  
27 Settlement Administrator as non-deliverable, then the Settlement Administrator  
28



1 shall cause a Short Form Notice, consistent in all material respects with Exhibit E, to  
2 be sent to the Settlement Class Members affected by such failure on a post-card via  
3 first-class mail.

#### 4 **8.4 Settlement Website**

5 The Settlement Administrator will establish a Settlement Website  
6 at www.UFCPPVSettlement.com that will contain the Consolidated Amended  
7 Complaint, the Motion for Preliminary Approval, the Preliminary Approval Order,  
8 the Settlement Agreement, Settlement Notice, and Claim Forms. The Settlement  
9 Website will also identify key deadlines (e.g., the Claims Deadline, the Opt-Out  
10 Deadline, Objection Deadline, the date of Final Approval Hearing), and direct  
11 Settlement Class Members on how to submit Claim Forms and include a  
12 “Frequently Asked Questions” section. The online claims process, through which  
13 Settlement Class Members can submit a Claim Form electronically, will be  
14 accessible from the Settlement Website.

#### 15 **8.5 Toll-Free Telephone Support Line**

16 The Settlement Administrator will establish a toll-free telephone support line  
17 that will provide Settlement Class Members with general information about the  
18 Action and will respond to frequently asked questions about the Action and claim  
19 procedure available exclusively through an interactive voice response (IVR). Class  
20 Members shall be permitted to request and obtain copies of the Settlement Notice  
21 and Claim Forms from the Settlement Administrator by calling the Toll-Free  
22 Telephone Support Line.

#### 23 **8.6 Methods for Dissemination of Notice**

24 As soon as practicable, but no later than thirty (30) days after the Court’s  
25 entry of the Preliminary Approval Order, the Settlement Administrator shall  
26 disseminate the Settlement Notice consistent with the Preliminary Approval Order  
27 by setting up the Settlement Website on the Internet.

1 In addition, within thirty (30) days after the entry of the Preliminary Approval  
 2 Order, Defendants shall publish, cause to be published, or ensure that the Settlement  
 3 Administrator has caused to be published, the Settlement Notice and Direct Email  
 4 Notice consistent with Sections 8.2 and 8.3

#### 5 **8.7 Declaration of Compliance**

6 The Settlement Administrator shall prepare a declaration attesting to  
 7 compliance with the Settlement Notice requirements set forth above. Such  
 8 declaration shall be provided to Defendants' Counsel and Class Counsel and filed  
 9 with the Court no later than fourteen (14) days prior to the Final Approval Hearing.

#### 10 **8.8 Report on Requests for Exclusion and Objections**

11 Not later than fourteen (14) days before the Final Approval Hearing, the  
 12 Settlement Administrator shall prepare and deliver to Class Counsel, who shall file  
 13 with the Court, and Defendants' counsel, a report stating the total number of Persons  
 14 who have submitted timely and valid Opt-Out requests from the Settlement Class  
 15 and Objections to the Settlement, and the names of such Persons.

### 16 **IX. OBJECTIONS AND REQUESTS FOR EXCLUSION**

#### 17 **9.1 Objections**

18 Any Settlement Class Member who intends to object to the Settlement must  
 19 do so no later than sixty (60) days after the Notice Date (the "Objection Deadline").  
 20 In order to object, the Settlement Class Member must file with the Clerk of the  
 21 Court, and provide a copy to the Settlement Administrator, Class Counsel, and  
 22 Defendants' counsel, a document that includes:

- 23 a) The case name and number, *Park, et al. v. Zuffa LLC, d/b/a*  
 24 *Ultimate Fighting Championship and UFC, et al.*, Case No. 17-  
 25 cv-02282-APG-VCF (D. Nev.);
- 26 b) The name, address, telephone number, and, if available, the  
 27 email address of the Person objecting;
- 28 c) The name and address of the lawyer(s), if any, who is

1 representing the Person objecting in making the Objection or  
2 who may be entitled to compensation in connection with the  
3 Objection;

4 d) A detailed statement of Objection(s), including the grounds for  
5 those Objection(s);

6 e) Copies of any papers, briefs, or other documents upon which the  
7 Objection is based;

8 f) A statement of whether the Person objecting intends to appear at  
9 the Final Approval Hearing, either with or without counsel;

10 g) The identity of all counsel (if any) who will appear on behalf of  
11 the Person objecting at the Final Approval Hearing and all  
12 Persons (if any) who will be called to testify in support of the  
13 Objection;

14 h) A statement of her/his membership in the Settlement Class,  
15 including all information required by the Claim Form;

16 i) The signature of the Person objecting, in addition to the signature  
17 of any attorney representing the Person objecting in connection  
18 with the Objection; and

19 j) A detailed list of any other objection by the Settlement Class  
20 Member, or her/his counsel, to any class actions submitted in any  
21 court, whether state or otherwise, in the United States in the  
22 previous five (5) years. If the Settlement Class Member or  
23 her/his counsel has not objected to any other class action  
24 settlement in any court in the United States in the previous five  
25 (5) years, she/he shall affirmatively state so in the written  
26 materials provided in connection with the Objection to this  
27 Settlement. This information is requested in order to assist the  
28 Court in determining whether the Objection is made by a  
professional objector seeking financial consideration for their  
efforts. Failing to provide this information will not affect the  
validity of the Objection, but may result in the Court presuming  
that the Objection is made by a professional objector.

## 9.2 Compliance with Objection Requirements

Any Settlement Class Member who fails to file and serve timely a written Objection containing all of the information listed in the items (a) through (j) of the previous paragraph, including notice of her/his intent to appear at the Final Approval Hearing, shall not be permitted to object to the Settlement and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by any means, including but not limited to an appeal.

Any Settlement Class Member who submits a timely written Objection shall consent to deposition by Class Counsel and/or counsel for Defendants prior to the Final Approval Hearing.

The Parties shall promptly inform the Court of any consideration sought by an objector and the circumstances of such a request.

## 9.3 Requests for Exclusion

Any Settlement Class Member may Opt-Out or request to be excluded from the Settlement Class. A Settlement Class Member who wishes to Opt-Out of the Settlement Class must do so no later than sixty (60) calendar days after the Notice Date (the “Opt-Out Deadline”). In order to Opt-Out, a Settlement Class Member must mail to the Settlement Administrator a Request for Exclusion, similar in form to that identified in Exhibit G, that is postmarked no later than the Opt-Out Deadline. The Opt-Out request must contain the requestor’s name, address, the words “I wish to be excluded from the *Park, et al. v. Zuffa, LLC, et al.* Class Action,” and signature.

Opt-Out Requests that are postmarked after the Opt-Out Deadline will be considered invalid and of no effect, and the Person who untimely submits an Opt-Out Request will remain a Settlement Class Member and will be bound by any Orders entered by the Court, including the Final Approval Order. Except for those Persons who have properly and timely submitted Opt-Out Requests, all Settlement

1 Class Members will be bound by this Agreement and the Final Approval Order,  
2 including the Releases contained herein, regardless of whether they file a Claim or  
3 receive any monetary relief.

4 Any Person who timely and properly submits an Opt-Out request shall not (a)  
5 be bound by any orders or the Final Approval Order nor by the Releases contained  
6 herein; (b) be entitled to any relief under the Settlement; (c) gain any rights by virtue  
7 of this Agreement; or (d) be entitled to object to any aspect of this Agreement.

8 Each Person requesting to Opt-Out from the Settlement Class must personally  
9 sign her/his own individual Opt-Out request. No Person may Opt-Out of the  
10 Settlement Class by any other Person, and no Person shall be deemed Opted-Out of  
11 the Settlement Class through any purported “mass” or “class” Opt-Outs.

12 The Settlement Administrator shall provide Class Counsel and Defendants’  
13 Counsel with a final list of timely Opt-Out requests by the Settlement Administrator  
14 within five (5) business days after the Opt-Out Deadline.

15 In the event that a Person submits an Opt-Out and an Objection, or presents a  
16 submission that is otherwise unclear on its face, as determined by the Settlement  
17 Administrator, the submission shall be interpreted to be an Opt-Out.

18 **X. COSTS OF NOTICE AND ADMINISTRATION**

19 In addition to providing to Settlement Class Members the benefits described  
20 in Section V above, Defendants will pay all actual fees and expenses for: (a) the  
21 costs of preparing and disseminating the notices provided for in Section VIII above;  
22 (b) the other Administration Expenses, including payments made for the services of  
23 the Settlement Administrator and third-party expenses; and (c) fees and expenses  
24 incurred by the Settlement Administrator in the course of completing any tasks not  
25 enumerated in this Settlement Agreement but which the Court requires. Defendants  
26 shall not be responsible for any cost that may be incurred by Plaintiffs or Class  
27 Counsel in: (a) responding to inquiries about the Agreement, the Settlement, or the  
28

1 Action; (b) defending the Agreement or the Settlement against any challenge to  
2 either or both of them; or (c) defending against any challenge to the Preliminary  
3 Approval Order, Final Approval Order, or judgment entered pursuant to the  
4 Agreement.

5 **XI. PROCEDURES FOR SETTLEMENT APPROVAL**

6 **11.1 Preliminary Approval**

7 Within seven (7) days following the date of the execution of this Agreement  
8 by the Parties, Plaintiffs shall move the Court for entry of the Preliminary Approval  
9 Order, subject to changes agreed to by the Parties for accuracy, formatting, or  
10 clarity.

11 **11.2 Final Approval**

12 No fewer than fourteen (14) days prior to the date set by the Court for the  
13 Fairness Hearing, Plaintiffs shall apply to the Court for entry of the Final Approval  
14 Order, subject to changes agreed to by the Parties for accuracy, formatting, or  
15 clarity.

16 No fewer than fifty (50) days after the Notice Date, Plaintiffs and/or Class  
17 Counsel shall file their Application(s) for: (a) Class Counsel's Fee and Expense  
18 Award in accordance with Section VII above and the terms of the Agreement; (b)  
19 Class Representative Service Awards in accordance with Section VII above and the  
20 terms of the Agreement. Notwithstanding the foregoing, Class Counsel and the  
21 Class Representative may file updated time records or declarations prior to the  
22 Fairness Hearing that reflect additional work completed and which they wish the  
23 Court to consider.

24 At the Fairness Hearing, the Parties will jointly request the Court to enter the  
25 Final Approval Order, which: (a) grants final approval of the certification of the  
26 Settlement Class; (b) designates the Class Representatives; (c) designates Class  
27 Counsel conditionally approved in the Preliminary Approval Order; (d) grants final  
28



1 approval to the Settlement and establishes this Agreement as fair, reasonable, and  
2 adequate to the Settlement Class; (e) provides for the Releases of all Released  
3 Claims and enjoins Settlement Class Members from asserting, filing, maintaining, or  
4 prosecuting any of the Released Claims; (f) orders the entry of judgment for  
5 Defendants on all claims, causes of action, and counts alleged in the Action, and  
6 incorporates the Releases stated in this Agreement, with each of the Parties to bear  
7 her/his/its own costs and attorneys' fees, except as provided in Section VII above;  
8 (g) authorizes the payment by Defendants of Class Counsel's Fee and Expense  
9 Award in accordance with Section VII above and the terms of the Agreement; and  
10 (h) preserves the Court's continuing jurisdiction over the administration of the  
11 Settlement and enforcement of the Agreement.

## 12 **XII. RELEASES**

13 **12.1** By executing this Agreement, the Parties acknowledge that, upon both  
14 the entry of the Final Approval Order by the Court, and the passing of the Effective  
15 Date, the Action shall be dismissed with prejudice, an order of dismissal with  
16 prejudice shall be entered, and all Released Claims shall thereby be conclusively  
17 settled, compromised, satisfied, and released as to the Released Parties. The Final  
18 Approval Order shall provide for and effect the full and final release, by the  
19 Releasing Parties of all Released Claims, consistent with the terms of this  
20 Agreement. The relief provided for in this Agreement shall be the sole and exclusive  
21 remedy for any and all claims of Settlement Class Members against the Released  
22 Parties related to the Released Claims.

23 **12.2** The Releasing Parties hereby fully release and forever discharge the  
24 Released Parties from those claims asserted in the Consolidated Amended  
25 Complaint, which involve the advertising, marketing, promotion and purchase of  
26 access to stream the Event, and any monetary relief or damages flowing from such  
27 claims, including restitution, disgorgement and consequential damages.



1       **12.3** Without limiting the foregoing, the release specifically extends to  
2 claims that the Releasing Parties do not know or suspect to exist in their favor at the  
3 time that the Settlement, and the release contained herein, becomes effective. This  
4 paragraph constitutes a waiver of, without limitation as to any other applicable law,  
5 section 1542 of the California Civil Code, which provides:

6               A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
7               WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT  
8               TO EXIST IN HIS OR HER FAVOR AT THE TIME OF  
9               EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM  
10              OR HER MUST HAVE MATERIALLY AFFECTED HIS OR  
11              HER SETTLEMENT WITH THE DEBTOR.

12       **12.4** The Releasing Parties understand and acknowledge the significance of  
13 these waivers of California Civil Code section 1542 and any other applicable federal  
14 or state statute, case law, rule, or regulation relating to limitations on releases. In  
15 connection with such waivers and relinquishment, the Releasing Parties  
16 acknowledge that they are aware that they may hereafter discover facts in addition  
17 to, or different from, those facts that they now know or believe to be true with  
18 respect to the subject matter of the Settlement, but that it is their intention to release  
19 fully, finally and forever all Released Claims with respect to the Released Parties,  
20 and in furtherance of such intention, the release of the Released Claims will be and  
21 remain in effect notwithstanding the discovery or existence of any such additional or  
22 different facts.

23       **12.5** Each of the Releasing Parties shall forever refrain from instituting,  
24 filing, maintaining, prosecuting, or continuing any suit, action, claim, or proceeding  
25 against any of the Released Parties in connection with any of the Released Claims  
26 (“Precluded Actions”) except with respect to any breach of the terms of this  
27 Agreement by Defendants, Defendant’s Counsel, or the Released Parties. If any of  
28 the Releasing Parties does institute, file, maintain, prosecute, or continue any such  
Precluded Actions, Plaintiffs and Class Counsel shall cooperate with the efforts of

1 any of the Released Persons to obtain dismissal with prejudice. The Releases shall  
2 be a complete defense to, and will preclude, any Released Claim in any suit, action,  
3 claim, or proceeding.

4 **12.6** The Final Approval Order shall further provide for and effect the  
5 release of all known actions, causes of action, claims, administrative claims,  
6 demands, debts, damages, costs, attorney's fees, obligations, judgments, expenses,  
7 compensation, or liabilities, in law or in equity, contingent or absolute, that  
8 Defendants now have against Plaintiffs, Class Representatives, or Class Counsel by  
9 reason of any act, omission, harm, matter, cause, or event whatsoever arising out of  
10 the initiation, prosecution, or settlement of the Action, except with respect to any  
11 breach of the terms of this Agreement by any of Plaintiffs, Class Representatives, or  
12 Class Counsel.

13 **12.7** The Court shall retain jurisdiction over the Parties and the Agreement  
14 with respect to the future performance of the terms of the Agreement, and to assure  
15 that all payments and other actions required of any of the Parties by the Settlement  
16 are properly made or taken.

17 **XIII. FINAL JUDGMENT AND SETTLEMENT APPROVAL**

18 This Agreement is subject to and conditioned upon the issuance by the Court  
19 of the Final Approval Order that finally certifies the Settlement Class for the  
20 purposes of this Settlement, grants final approval of the Agreement, and provides  
21 the relief specified herein, which relief shall be subject to the terms and conditions  
22 of the Agreement and the Parties' performance of their continuing rights and  
23 obligations hereunder. Court approval of Class Counsel's Fee and Expense Award  
24 will not be a condition of the Settlement. If the Court denies, in whole or part, Class  
25 Counsel's Application for a Fee and Expense Award, the remainder of the terms of  
26 this Agreement shall remain in effect.

1       **XIV. REPRESENTATIONS AND WARRANTIES**

2       Each Party represents and warrants to, and agrees with, the other Party as  
3 follows:

4       **14.1** Each Party has had the opportunity to receive, and has received,  
5 independent legal advice from her/his/its attorneys regarding the advisability of  
6 making the Settlement, the advisability of executing this Agreement, and the legal  
7 and income tax consequences of this Agreement, and fully understands and accepts  
8 the terms of this Agreement.

9       **14.2** Defendants represent and warrant that: (a) they have the requisite  
10 corporate power and authority to execute, deliver, and perform the Agreement and  
11 to consummate the transactions contemplated hereby; (b) the execution, delivery,  
12 and performance of the Agreement and the consummation by it of the actions  
13 contemplated herein have been duly authorized by necessary corporate action on the  
14 part of Defendants; and (c) the Agreement has been duly and validly executed and  
15 delivered by Defendants and constitutes its legal, valid, and binding obligation.

16       **14.3** Each Class Representative represents and warrants that s/he is entering  
17 into the Agreement on behalf of her/himself individually and as a proposed  
18 representative of the Settlement Class Members, of her/his own free will and  
19 without the receipt of any consideration other than what is provided in the  
20 Agreement or disclosed to, and authorized by, the Court. Each Class Representative  
21 represents and warrants that s/he has reviewed the terms of the Agreement in  
22 consultation with Class Counsel and by signing below believes them to be fair and  
23 reasonable.

24       **14.4** Plaintiffs represent and warrant that no portion of any claim, right,  
25 demand, action, or cause of action against any of the Released Parties that Plaintiffs  
26 have or may have arising out of the Actions or pertaining to their purchase of  
27 streaming access to the Event, and no portion of any recovery or settlement to which  
28

1 Plaintiffs may be entitled, has been assigned, transferred, or conveyed by or for  
2 Plaintiffs in any manner; and no Person other than Plaintiffs have any legal or  
3 equitable interest in the claims, demands, actions, or causes of action referred to in  
4 this Agreement as those of Plaintiffs themselves.

5 **14.5** Neither Party relies or has relied on any statement, representation,  
6 omission, inducement, or promise of the other party (or any officer, agent,  
7 employee, representative, or attorney for any other party) in executing this  
8 Agreement, or entering the Settlement provided for herein, except as expressly  
9 stated in this Agreement or any other validly executed written agreement.

10 **XV. NO ADMISSIONS OF FAULT**

11 The Agreement and every Agreement and term contained in it is conditioned  
12 upon final approval of the Court and is made for settlement purposes only. Whether  
13 or not consummated, this Agreement shall not be construed as, offered in evidence  
14 as, received in evidence as, and/or deemed to be, evidence of a presumption,  
15 concession or an admission by Plaintiffs, Defendants, any Settlement Class Member  
16 or Released Party, of the truth of any fact alleged or the validity of any claim or  
17 defense that has been, could have been, or in the future might be asserted in any  
18 litigation, or the deficiency of any claim or defense that has been, could have been,  
19 or in the future might be asserted in any litigation, or of any liability, fault,  
20 wrongdoing or otherwise of such Party.

21 **XVI. MISCELLANEOUS PROVISIONS**

22 **16.1 Conditional Nature of Settlement and Termination**

23 Defendants and Plaintiffs shall each have the right to terminate the Settlement  
24 by providing written notice of their election to do so to the other within thirty (30)  
25 days of: (a) the Court's declining to enter the Preliminary Approval Order in  
26 substantially the form attached hereto; (b) the Court's refusal to approve this  
27 Agreement or any material part of it; (c) the Court's declining to enter the Final  
28

1 Approval Order in substantially the form attached hereto; (d) the date upon which  
2 the Final Approval Order is modified or reversed in any material respect by the  
3 Court of Appeals or the Supreme Court; (e) in the event that the Court enters an  
4 order and final judgment in a form other than that provided above (“Alternative  
5 Judgment”) and neither of the parties hereto elect to terminate this Settlement, the  
6 date that such Alternative Judgment is modified or reversed in any material respect  
7 by the Court of Appeals or the Supreme Court; or (f) more than 1,000 members of  
8 the Settlement Class Opt-Out from the Settlement pursuant to Section IX above.

### 9 **16.2 Evidentiary Preclusion**

10 The Parties agree that, to the fullest extent permitted by law, neither this  
11 Agreement nor the Settlement, nor any act performed or document executed  
12 pursuant to or in furtherance of this Agreement or the Settlement: (a) is or may be  
13 deemed to be or may be used as an admission of, or evidence of, the validity of any  
14 claim or of any wrongdoing or liability of the Released Parties; or (b) is or may be  
15 deemed to be or may be used as an admission of, or evidence of, any fault or  
16 omission of any Released Party or the appropriateness of class certification in any  
17 civil, criminal or administrative proceeding in any court, administrative agency or  
18 other tribunal. In addition, any failure of the Court to approve the Settlement and/or  
19 any objections or interventions may not be used as evidence in the Action or any  
20 other proceeding for any purpose whatsoever. However, the Released Parties may  
21 file the Agreement and/or the Final Approval Order in any action or proceeding that  
22 may be brought against them in order to support a defense or counterclaim based on  
23 principles of res judicata, collateral estoppel, release, good faith settlement,  
24 judgment bar or reduction or any other theory of claim preclusion or issue  
25 preclusion or similar defense or counterclaim.

### 16.3 Effect of Non-approval

In the event that this Agreement is not approved by the Court in substantially its present form, any Objection to the Settlement is sustained by the Court, or the Settlement does not become final for any reason, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties or the Settlement Class Members, and shall not be used in this Action or in any other action or proceeding for any purpose, and any order or judgment entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*. In such event, this Agreement and all negotiations, proceedings, documents prepared and statements made in connection with this Agreement shall be without prejudice to any Party or Settlement Class Member and shall not be admissible or offered into evidence in any action or proceeding, and shall not be deemed, asserted or construed to be an admission or confession by any Party or any other Person or entity of any fact, matter or proposition of law, and shall not be used or asserted in any other manner or for any purpose, and all Parties and Settlement Class Members shall stand in the same position as if this Agreement and Settlement had not been negotiated, made or submitted to the Court.

### 16.4 Effectiveness, Amendments, and Binding Nature

This Agreement may be amended only in writing signed by the Parties. Except as otherwise stated above, each Party, including Plaintiffs on behalf of themselves and the Settlement Class, expressly accepts and assumes the risk that, if facts or laws pertinent to matters covered by this Agreement are hereafter found to be other than as now believed or assumed by that party to be true or applicable, this Agreement shall nevertheless remain effective.

This Agreement is binding on, and shall inure to the benefit of, the Parties and their respective direct and indirect parent companies, predecessor entities, successor entities, related companies, direct and indirect subsidiaries, holding entities, past and



1 present affiliates, franchisees, distributors, wholesalers, retailers, advertising and  
2 production agencies, licensors, and agents, including all current and former officers,  
3 directors, managers, members, partners, owners, employees, shareholders,  
4 consultants, attorneys, legal representatives, insurers, agents, assigns, or other equity  
5 interest holders of any of the foregoing, and their heirs, executors, administrators,  
6 and assigns. All Released Parties other than Defendants, which are Parties, are  
7 intended to be third-party beneficiaries of this Agreement.

#### 8 **16.5 Public Statements**

9 The parties shall negotiate and jointly issue a press release announcing the  
10 terms of the Settlement and thereafter shall not respond to media inquiries  
11 regarding the Settlement. Notwithstanding the foregoing, the Parties may make  
12 such public disclosures about the Actions or the Settlement that fairly and  
13 accurately describe the Settlement including disclosures as any applicable law or  
14 regulation may require.

#### 15 **16.6 Cooperation in Implementation**

16 Defendants, Plaintiffs, and their respective counsel agree to prepare and  
17 execute any additional documents that may reasonably be necessary to effectuate the  
18 terms of this Agreement.

#### 19 **16.7 Governing Law**

20 This Agreement shall be construed and governed in accordance with the laws  
21 of the State of Nevada, without regard to Nevada's conflict-of-laws principles.

#### 22 **16.8 Stay Pending Court Approval**

23 Class Counsel and Defendants' Counsel agree to stay all proceedings, other  
24 than those proceedings necessary to carry out or enforce the terms and conditions of  
25 the Settlement, until the Effective Date of the Settlement has occurred. If, despite  
26 the Parties' best efforts, this Agreement should fail to become effective, the Parties  
27 will return to their prior positions in the Action, in accordance with Section III of  
28

1 this Agreement.

2 The Parties also agree to use their best efforts to seek the stay and dismissal  
3 of, and to oppose entry of any interim or final relief in favor of any Settlement Class  
4 Member in, any other proceedings against any of the Released Parties which  
5 challenges the Settlement or otherwise asserts or involves, directly or indirectly, a  
6 Released Claim.

7 **16.9 Signatures**

8 This Agreement may be executed in counterparts, and, when so executed,  
9 shall constitute a binding original. Each of which shall be deemed an original but all  
10 of which together shall constitute one and the same instrument. Facsimile signatures  
11 or signatures sent by email shall be deemed original signatures and shall be binding.

12 **16.10 Notices**

13 Whenever this Agreement requires or contemplates that one Party shall or  
14 may give notice to the other, notice shall be provided in writing by first class U.S.  
15 Mail and email to:

16 If to Plaintiffs or Class Counsel:

17 Hart Robinovitch  
18 ZIMMERMAN REED LLP  
19 14646 North Kierland Boulevard  
20 Scottsdale, AZ 85254  
Hart.robinovitch@zimmreed.com

21 If to Defendants or Defendants' counsel:

22 Jeffrey S. Jacobson  
23 KELLEY DRYE & WARREN LLP  
24 101 Park Avenue  
25 New York, NY 10178  
jjacobson@kelleydrye.com

26 **16.11 Good Faith**

27 The Parties agree that they will act in good faith and will not engage in any  
28

1 conduct that will or may frustrate the purpose of this Agreement. The Parties further  
2 agree, subject to Court approval as needed, to reasonable extensions of time to carry  
3 out any of the provisions of the Agreement.

#### 4 **16.12 Protective Orders**

5 All orders, settlement agreements and designations regarding the  
6 confidentiality of documents and information (“Protective Orders”) remain in effect,  
7 and all Parties and counsel remain bound to comply with the Protective Orders,  
8 including the provisions to certify the destruction of “Confidential” documents.

#### 9 **16.13 Binding on Successors**

10 The Agreement shall be binding upon, and inure to the benefit of, the heirs,  
11 and Released Parties.

#### 12 **16.14 Arms-Length Negotiations**

13 The determination of the terms and conditions contained herein and the  
14 drafting of the provisions of this Agreement has been by mutual understanding after  
15 negotiation, with consideration by, and participation of, the Parties hereto and their  
16 counsel. This Agreement shall not be construed against any Party on the basis that  
17 the Party was the drafter or participated in the drafting. Any statute or rule of  
18 construction that ambiguities are to be resolved against the drafting party shall not  
19 be employed in the implementation of this Agreement and the Parties agree that the  
20 drafting of this Agreement has been a mutual undertaking.

#### 21 **16.15 Waiver**

22 The waiver by one Party of any provision or breach of the Agreement shall  
23 not be deemed a waiver of any other provision or breach of the Agreement.

#### 24 **16.16 Exhibits**

25 All Exhibits to this Agreement are material and integral parts hereof, and are  
26 incorporated by reference as if fully rewritten herein.

1           **16.17 Taxes**

2           No opinion concerning the tax consequences of the Agreement to any  
3 Settlement Class Member is given or will be given by Defendants, Defendants'  
4 counsel, or Class Counsel; nor is any Party or their counsel providing any  
5 representation or guarantee respecting the tax consequences of the Agreement as to  
6 any Settlement Class Member. Each Settlement Class Member is responsible for  
7 his/her tax reporting and other obligations respecting the Agreement, if any.

8           **16.18 Retain Jurisdiction**

9           The Court shall retain jurisdiction with respect to the implementation and  
10 enforcement of the terms of this Agreement, and all Parties hereto submit to the  
11 jurisdiction of the Court for purposes of implementing and enforcing the agreements  
12 embodied in this Agreement.

13           **16.19 No Attorneys' Fees**

14           Notwithstanding any of the provisions herein, if any party finds it necessary  
15 to institute legal proceedings to enforce another party's obligation under this  
16 Agreement, each party shall be responsible for its attorneys' fees and costs, unless  
17 otherwise ordered by the Court.

18           **16.20 Support From The Parties**

19           After a full investigation, discovery and arms-length negotiations, the settling  
20 Parties and their counsel agree that they: (a) have independently determined that this  
21 Settlement is in the best interest of the Settlement Class; (b) shall support motions  
22 for entry of the Preliminary Approval Order and Final Approval Order; and (c) will  
23 not encourage any Persons to Opt-Out or file Objections to the Settlement or this  
24 Agreement.

25           **16.21 Variance**

26           In the event of any variance between the terms of this Agreement and any of  
27 the Exhibits hereto, the terms of this Agreement shall control and supersede the  
28

1 Exhibit(s).

2 IN WITNESS WHEREOF, the Parties hereby enter this Settlement  
3 Agreement as indicated by their signatures below.

4  
5 Date: 2/2/18

  
Cameron Park

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

Joshua Riley

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

Michael Adami

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

Megan Duncan

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

Benito Aliciea, Jr.

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

Hasan Daas

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

Brad Grier

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

Wesley Inman

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

Matt LeBoeuf

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

Lloyd Trushel

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

Mark White

28

1 Exhibit(s).

2 IN WITNESS WHEREOF, the Parties hereby enter this Settlement  
3 Agreement as indicated by their signatures below.

4

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

6

7 Date: 02/04/18

8

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

10

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

12

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

14

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

16

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

18

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

20

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

22

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

24


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

26

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

28

\_\_\_\_\_  
Cameron Park

\_\_\_\_\_  
  
Joshua Riley

\_\_\_\_\_  
Michael Adami

\_\_\_\_\_  
Megan Duncan

\_\_\_\_\_  
Benito Aliciea, Jr.

\_\_\_\_\_  
Hasan Daas

\_\_\_\_\_  
Brad Grier

\_\_\_\_\_  
Wesley Inman

\_\_\_\_\_  
Matt LeBoeuf

\_\_\_\_\_  
Lloyd Trushel

\_\_\_\_\_  
Mark White



1 Exhibit(s).

2 IN WITNESS WHEREOF, the Parties hereby enter this Settlement  
3 Agreement as indicated by their signatures below.

4  
5 Date:

Cameron Park

7 Date:

Joshua Riley

9 Date: 2/2/2018

Michael Adami

11 Date:

Megan Duncan

13 Date:

Benito Aliciea, Jr.

15 Date:

Hasan Daas

17 Date:

Brad Grier

19 Date:

Wesley Inman

22 Date:

Matt LeBoeuf

24 Date:

Lloyd Trushel

26 Date:

Mark White

Exhibit(s).

IN WITNESS WHEREOF, the Parties hereby enter this Settlement Agreement as indicated by their signatures below.

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

\_\_\_\_\_  
Cameron Park

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

\_\_\_\_\_  
Joshua Riley

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

\_\_\_\_\_  
Michael Adami

Date: 2-2-2018

\_\_\_\_\_  
Megan Duncan

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

\_\_\_\_\_  
Benito Aliciea, Jr.

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

\_\_\_\_\_  
Hasan Daas

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

\_\_\_\_\_  
Brad Grier

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

\_\_\_\_\_  
Wesley Inman

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

\_\_\_\_\_  
Matt LeBoeuf

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

\_\_\_\_\_  
Lloyd Trushel

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

\_\_\_\_\_  
Mark White

Exhibit(s).

IN WITNESS WHEREOF, the Parties hereby enter this Settlement Agreement as indicated by their signatures below.

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

\_\_\_\_\_  
Cameron Park

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

\_\_\_\_\_  
Joshua Riley

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

\_\_\_\_\_  
Michael Adami

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

\_\_\_\_\_  
Megan Duncan

Date: FEB. 2, 2018

*Benito Alicia, Jr.*  
Benito Alicia, Jr.

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

\_\_\_\_\_  
Hasan Daas

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

\_\_\_\_\_  
Brad Grier

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

\_\_\_\_\_  
Wesley Inman

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

\_\_\_\_\_  
Matt LeBoeuf

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

\_\_\_\_\_  
Lloyd Trushel

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

\_\_\_\_\_  
Mark White

1 Exhibit(s).

2 IN WITNESS WHEREOF, the Parties hereby enter this Settlement  
3 Agreement as indicated by their signatures below.

4

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

\_\_\_\_\_  
Cameron Park

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

\_\_\_\_\_  
Joshua Riley

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

\_\_\_\_\_  
Michael Adami

10

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

\_\_\_\_\_  
Megan Duncan

12

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

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Benito Aliciea, Jr.

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15 Date: 2 . 2 . 18

  
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Hasan Daas

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

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Brad Grier

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

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Wesley Inman

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

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Matt LeBoeuf

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

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Lloyd Trushel

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

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Mark White

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

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1 Exhibit(s).

2 IN WITNESS WHEREOF, the Parties hereby enter this Settlement  
3 Agreement as indicated by their signatures below.

4

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

\_\_\_\_\_  
Cameron Park

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

\_\_\_\_\_  
Joshua Riley

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

\_\_\_\_\_  
Michael Adami

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

\_\_\_\_\_  
Megan Duncan

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

\_\_\_\_\_  
Benito Aliciea, Jr.

14

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

\_\_\_\_\_  
Hasan Daas

16

17 Date: 2/5/2018

\_\_\_\_\_  
Brad Grier *Brad Grier*

18

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

\_\_\_\_\_  
Wesley Inman

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

\_\_\_\_\_  
Matt LeBoeuf

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

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Lloyd Trushel

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Mark White

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

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Wesley Inman

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

\_\_\_\_\_  
Matt LeBoeuf

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

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Lloyd Trushel

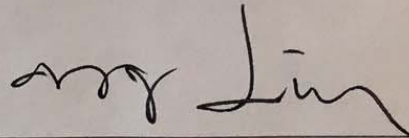
Date: 2/2/18

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Mark White

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Date:

2/5/2018



Dongsheng Liu

Date:

Phillip Garcia

Date:

Hart Robinovitch, Attorney for  
Plaintiffs and the Class

Date:

NeuLion, Inc.

By:

Name:

Title:

Date:

Zuffa, LLC

By:

Name:

Title:

Date:

Jeffrey S. Jacobson, Attorney for  
Defendants

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

Dongsheng Liu

2  
3 Date: 2/2/2018

Phillip Garcia  
Phillip Garcia

4  
5 Date: \_\_\_\_\_

Hart Robinovitch, Attorney for  
Plaintiffs and the Class

6  
7  
8 Date: \_\_\_\_\_

NeuLion, Inc.

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

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

Title: \_\_\_\_\_

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

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13  
14  
15 Date: \_\_\_\_\_

Jeffrey S. Jacobson, Attorney for  
Defendants

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

Dongsheng Liu

2

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

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4

5 Date: 2/5/18

Hart Robinovitch  
Hart Robinovitch, Attorney for  
Plaintiffs and the Class

6

7

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

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

9

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

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Title: \_\_\_\_\_

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

Zuffa, LLC

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

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

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Title: \_\_\_\_\_

14

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

Jeffrey S. Jacobson, Attorney for  
Defendants

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

Dongsheng Liu

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

Phillip Garcia

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

Hart Robinovitch, Attorney for  
Plaintiffs and the Class

7  
8 Date: 2/2/18

NeuLion, Inc.

By: Alexander G. Arato

Name: ALEXANDER G. ARATO

Title: General Counsel

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

Zuffa, LLC

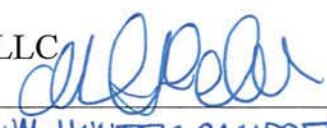
By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Jeffrey S. Jacobson, Attorney for  
Defendants

1 Date: \_\_\_\_\_  
2 \_\_\_\_\_ Dongsheng Liu  
3 Date: \_\_\_\_\_  
4 \_\_\_\_\_ Phillip Garcia  
5 Date: \_\_\_\_\_  
6 \_\_\_\_\_ Hart Robinovitch, Attorney for  
7 Plaintiffs and the Class  
8 Date: \_\_\_\_\_ NeuLion, Inc.  
9 By: \_\_\_\_\_  
10 Name: \_\_\_\_\_  
11 Title: \_\_\_\_\_  
12 \_\_\_\_\_ Zuffa, LLC  
13 By:   
14 Name: WM. HUNTER CAMPBELL  
15 Title: EXECUTIVE VICEPRESIDENT & GENERAL  
16 COUNSEL  
17 \_\_\_\_\_  
18 \_\_\_\_\_ Jeffrey S. Jacobson, Attorney for  
19 Defendants  
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1 Date: \_\_\_\_\_  
2 \_\_\_\_\_ Dongsheng Liu  
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6 \_\_\_\_\_ Hart Robinovitch, Attorney for  
7 \_\_\_\_\_ Plaintiffs and the Class  
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9 By: \_\_\_\_\_  
10 Name: \_\_\_\_\_  
11 Title: \_\_\_\_\_  
12 Date: \_\_\_\_\_ Zuffa, LLC  
13 By: \_\_\_\_\_  
14 Name: \_\_\_\_\_  
15 Title: \_\_\_\_\_  
16 Date: Feb. 2, 2018 \_\_\_\_\_  
17 \_\_\_\_\_ Jeffrey S. Jacobson, Attorney for  
18 \_\_\_\_\_ Defendants  
19 \_\_\_\_\_  
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