

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

CARMELO TREVISO, Individually and on  
Behalf of All Others Similarly Situated,

Plaintiffs,

vs.

NATIONAL FOOTBALL MUSEUM, INC. dba  
PRO FOOTBALL HALL OF FAME,

Defendants.

Civil Action No. 5:17-cv-00472

Judge Christopher A. Boyko

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

On June 19, 2023, Plaintiff Carmelo Treviso (“Plaintiff”), on behalf of himself and the Settlement Class, as defined below, and Defendant National Football Museum, Inc. dba Pro Football Hall of Fame (“Defendant” or the “Hall of Fame”) (collectively, the “Parties”) executed a Class Action Settlement Agreement (“Settlement Agreement” or “Settlement”). Pursuant to the Settlement, the Parties have moved for entry of an order granting preliminary approval to the settlement described in the Settlement. All defined terms in this Order (i.e., all capitalized words or phrases) shall have the same definitions and meanings as those set forth in the Parties’ Settlement Agreement.

Having reviewed the Settlement Agreement and considered the Parties’ submissions in support of preliminary approval of the Settlement, the Court now FINDS, CONCLUDES, AND ORDERS as follows:

**I. CERTIFICATION OF THE SETTLEMENT CLASS**

1. The Settlement Agreement settles all Settlement Class Member Released Claims and Defendant’s Released Claims (together, the “Released Claims”), as defined in the Settlement Agreement, that have been or could have been brought in this action. The Settlement provides for

a nationwide class settlement of the Released Claims, which relate to Defendant's cancellation of the 2016 NFL Hall of Fame Game scheduled to take place on August 7, 2016 as an NFL exhibition game between the Green Bay Packers and Indianapolis Colts at Tom Benson Stadium in Canton, Ohio (the "Game").

2. The Court has considered (1) the information, arguments, and authorities provided by parties in their memorandum submitted in support of the Joint Motion for Preliminary Approval of Class Action Settlement, Notice, and Class Counsels' Attorneys' Fees, and (2) the terms of the Settlement Agreement including, but not limited to, the definition of the Settlement Class and the benefits to be provided to the Settlement Class. Based on those considerations, the Court finds as follows:

(a) The Settlement Class is ascertainable. The class is defined solely with reference to objective criteria. It is administratively feasible to determine class membership (assuming, arguendo, that ascertainability includes this requirement).

(b) There are approximately 3,580 members of the Settlement Class. This number readily satisfies Rule 23's numerosity requirement.

(c) There are questions of law and fact common to all members of the Settlement Class. Such questions include, but are not limited to, the following:

(i) Were the tickets to the Game binding and enforceable contracts?

(ii) If yes, was the Hall of Fame's cancellation of the Game a breach of the ticket contracts?

(iii) If there was a breach, was the Hall of Fame required to pay damages to ticket holders and, if so, what damages were ticket holders entitled to recover?

(d) Mr. Treviso's claim is typical of the Settlement Class. Mr. Treviso is a member of the Settlement Class and alleges that he has been damaged by the same conduct of Defendant that he alleges has damaged other members of the Settlement Class. Mr. Treviso's claim is not in conflict with or antagonistic to the claims of the Settlement Class as a whole. The claim of Mr. Treviso and other members of the Settlement Class are based

upon corresponding theories.

(e) Mr. Treviso can fairly, fully, and adequately protect the interests of the Settlement Class. Counsel for the Settlement Class, Ahmed Ibrahim of AI Law, PLC, and Romney Cullers of The Becker Law Firm, PA (“Class Counsel”), are experienced in prosecuting complex litigation matters, including class actions, and Mr. Treviso and Class Counsel have no interest that conflicts with, or is adverse to, the interests of the Settlement Class.

(f) Questions of law and fact common to all members of the Settlement Class predominate over any questions affecting only individual members for settlement purposes.

(g) A nationwide class action for settlement purposes is superior to other available methods for the fair and efficient adjudication of this controversy.

3. For the purpose of determining whether the terms of the Settlement are fair, reasonable, and adequate, the Court conditionally certifies the following Settlement Class for settlement purposes only:

All persons who paid for and/or acquired tickets to the 2016 NFL Hall of Fame Game, excluding Reimbursed Class Members, any judge who presides over this action, as well as past and present employees, officers, and directors of Defendant. The term “Reimbursed Class Members” are persons who paid for and/or acquired tickets to the 2016 Pro Football Hall of Fame Game and accepted reimbursement from Defendant by submitting completed copies of “The 2016 Pro Football Hall of Fame Game Reimbursement Election Form” to Defendant.

4. The Court appoints Plaintiff Carmelo Treviso as the Class Representative of the Settlement Class.

5. The Court appoints Ahmed Ibrahim and his firm AI Law, PLC and Romney Cullers and his firm The Becker Law Firm, PA as Class Counsel for the Settlement Class.

6. If for any reason the Settlement Agreement ultimately does not become effective, this Order certifying a nationwide class shall be vacated; the Parties shall return to their respective positions in this action as those positions existed immediately before the Parties executed the

Settlement Agreement; and nothing stated in the Settlement Agreement or in this Order shall be deemed an admission or waiver of any kind by any of the Parties or used as evidence against, or over the objection of, any of the Parties for any purpose in this action or in any other action or proceeding of any kind.

## **II. PRELIMINARY APPROVAL OF THE TERMS OF THE SETTLEMENT**

7. Defendant has at all times disputed, and continues to dispute, Plaintiff's allegations in this action, and deny any liability for any of the claims that have or could have been alleged by Plaintiff or other members of the Settlement Class.

8. Under the Settlement, Settlement Class Members may seek compensation either for Documented Expenses (Option A) or Undocumented Expenses (Option B) associated with traveling to and attending the Game so long as they timely submit a Claim Form, and the Claims Form is accompanied by the required documentation as described in the Settlement.

9. The Court finds that the class representatives and counsel have adequately represented the class and that the proposal was negotiated at arms-length.

10. On a preliminary basis, therefore, taking into account (1) the defenses asserted by, and that are anticipated to be asserted by, Defendant, (2) the risks to the members of the Settlement Class of Defendant successfully defending against claims arising out of the facts and legal theories pled and asserted in this case or that may be asserted in an appeal, and (3) the length of time that would be required for members of the Settlement Class to obtain a final judgment through trial or appeal, the Settlement appears fair, reasonable, and adequate. Moreover, the Parties have reached the Settlement after nearly seven years of exhaustive litigation, including: written discovery, the production of thousands of pages of documents, depositions of Plaintiff and defense witnesses, briefing and receiving rulings on class certification, and engaging in arms-length settlement negotiations with a private mediator and before the Court.

11. Under the Settlement, Claim Forms may be submitted online or by mail and any payments to Settlement Class Members may be made, at the election of Settlement Class Members, electronically or by paper check.

12. Although the Court will decide the amount of attorneys' fees and costs to be awarded to Class Counsel, along with Mr. Treviso's service award, at final approval, the proposed amounts sought do not appear to be excessive and appear to the Court to be reasonable in amount in light of the length of this case, the work that has had to be performed in this litigation, and the result achieved for the Settlement Class.

13. For all these reasons, the Court finds, on a preliminary basis, the relief provided for the class is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal, (ii) the effectiveness of any proposed method of distributing relief, (iii) the terms of any proposed award of attorney's fees and costs, and (iv) any agreement required to be identified.

14. Accordingly, it is ORDERED and ADJUDGED that the Settlement Agreement and corresponding Settlement are preliminarily approved.

### **III. APPROVAL OF CLASS NOTICES AND THE PLAN FOR DISSEMINATION OF CLASS NOTICES**

15. The Court approves, as to form and content, the proposed E-mail Notice, Text Message Notice, Postcard Notice, and long-form notice containing Frequently Asked Questions and Answers (referred to in the Settlement simply as the "Notice"), which are attached as Exhibits A, B, C, and D respectively, to the Settlement Agreement. The Court also approves the supplemental notice plan described in the Settlement to target potential Settlement Class Members via a press release, and online digital marketing and advertising. The Court further approves, as to form and content, the Opt-out Request Form and Claim Form, copies of which are attached to the Settlement Agreement as Exhibits E and F, respectively.

16. The Court finds that the distribution of notice substantially in the manner and form set forth in the Settlement meets the requirements of Federal Rule of Civil Procedure 23 and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

17. The Court approves the designation of CPT Group, Inc. ("CPT" or the "Claims Administrator") to serve as the Court-appointed settlement and claims administrator for the

Settlement. The Claims Administrator shall cause the Notice to be published, to disseminate E-mail Notice, Text Message Notice, and Postcard Notice within twenty-eight (28) days of this Order and pursuant to the terms set forth in the Settlement, and supervise and carry out the notice procedure, the receipt, processing, verification, and administration of Claim Forms, the distribution of benefits under the Settlement, and other administrative functions, and shall respond to Settlement Class Member inquiries, as set forth in the Settlement and this Order under the direction and supervision of the Court. The Claims Administrator shall cause Supplemental Notice to be launched and disseminated within thirty-five (35) days of this Order pursuant to the terms set forth in the Settlement.

18. The Court directs the Claims Administrator to establish a Settlement Website, making available copies of this Order, Class Notice (i.e., the Notice, E-mail Notice, Text Message Notice, and Postcard Notice), the Settlement and all Exhibits thereto, the First Amended Complaint, a toll-free hotline, and such other information as may be of assistance to Settlement Class Members or required under the Settlement. The Notice shall be made available to Settlement Class Members through the Settlement Website on the date notice is first published and continuously thereafter through at least thirty (30) days after the Settlement Effective Date.

19. The costs of disseminating notice to the Settlement Class, distribution of benefits to Settlement Class Members under the Settlement, creating and maintaining the Settlement Website, and all other Claims Administrator and class notice expenses shall be paid by Defendant up to the maximum sum specified in the Settlement in accordance with the applicable provisions of the Settlement.

#### **IV. PROCEDURE FOR SETTLEMENT CLASS MEMBERS TO PARTICIPATE IN THE SETTLEMENT**

20. To receive compensation for expenses incurred to travel to and attend the Game, Settlement Class Members must submit a valid and timely Claim Form accompanied by the required documentation as set forth in the Settlement. Settlement Class Members may choose either of the following two applicable claims categories: (a) Option A: Documented Expenses, or

(b) Option B: Undocumented Expenses.

21. To be eligible to receive compensation under Option A or Option B, a Settlement Class Member must submit online or by mail a completed Claim Form within sixty (60) days from the last of the following dates: the date E-mail Notice, Text Message Notice, or Postcard Notice is disseminated (hereafter, the “Claims Deadline”). For a Claim Form to be considered timely, the completed Claim Form must be submitted online by 11:59 p.m. Pacific Time on the Claims Deadline, or if submitted by regular mail, postmarked by said date.

22. Upon receipt of a Claim Form, the Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the claimant is a Settlement Class Member; (2) the Claim Form was submitted by the Claims Deadline, (3) claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the eligible expenses described under Option A and Option B, and (4) the information submitted would lead a reasonable person to conclude the claimant has suffered the claimed losses arising out of the cancellation of the Game.

23. Each Settlement Class Member who files a claim electronically through the Settlement Website may choose to receive his or her cash payment via paper check or electronic means (e.g., PayPal, Venmo, Zelle, ACH/Direct Deposit). Payment by paper check will be the default payment method for hard copy claims filed via e-mail or mail or in the event that a Settlement Class Member fails to indicate a preferred method of payment or provides incomplete or inaccurate electronic payment information.

24. The Claims Administrator shall have the authority to accept or reject claims, if any, submitted by persons claiming to be Settlement Class Members in accordance with the Settlement. Disputed claims shall be resolved in the manner set forth in Section 5.6 of the Settlement Agreement.

25. The Claims Administrator shall pay Verified Claims to Settlement Class Members who have not opted out in accordance with the Settlement Agreement within fourteen (14) days of the Settlement Effective Date, or if there is a pending or disputed claim as of the Settlement

Effective Date, within fourteen (14) days of receiving funds from Defendant for a resolved disputed claim.

26. Any Class Member may enter an appearance in the Action, at his or her own expense, individually or through counsel who is qualified to appear in the jurisdiction. All Class Members who do not enter an appearance will be represented by Class Counsel.

**V. PROCEDURE FOR REQUESTING EXCLUSION FROM THE SETTLEMENT CLASS**

27. All Settlement Class Members who do not timely exclude themselves from the Settlement Class shall be bound by all determinations and judgments in this action concerning the Settlement, whether favorable or unfavorable to the Settlement Class.

28. Any person falling within the definition of the Settlement Class may, upon his or her request, be excluded from the Settlement Class. To make this election, such person must submit a Request to Opt-Out online or by mail within sixty (60) days from the last of the following dates: the date E-mail Notice, Text Message Notice, or Postcard Notice is disseminated (hereafter, the “Opt-Out/Objection Deadline”). For a Request to Opt-Out to be considered timely, it must be submitted online by 11:59 p.m. Pacific Time on the Opt-Out/Objection Deadline, or if submitted by regular mail, postmarked by said date. To be valid, the Request to Opt-Out must be signed and dated. Each Request to Opt-Out must be submitted individually. In no event shall persons who purport to request exclusion from the Settlement Class as a group, aggregate, or class involving more than one Settlement Class Member be considered valid opt-outs.

29. Opt-Out Request Forms, substantially similar to the form attached as Exhibit E to the Settlement Agreement, shall be available for download from the Settlement Website and, upon request by a Settlement Class Member, made available by the Claims Administrator through First Class Mail.

30. Any Settlement Class Member who does not timely submit a valid Opt-Out Request will be deemed to be a Settlement Class Member for all purposes and will be bound by all judgments and further orders of this Court related to the settlement of this action and by the terms



of the Settlement, if finally approved by the Court. All persons who submit valid and timely requests for exclusion in the manner set forth in the Settlement shall have no rights under the Settlement and shall not be bound by the Settlement or the Final Order and Judgment.

31. The Claims Administrator shall maintain a list of persons who have excluded themselves and shall provide such list to the Parties upon request. The Claims Administrator shall retain the originals of all Requests to Opt-Out (including the envelopes with the postmarks) received from Settlement Class Members and shall make copies or the originals available to Defendant or Class Counsel within three (3) business days upon request.

## **VI. PROCEDURE FOR OBJECTING TO THE SETTLEMENT**

32. Any Settlement Class Member wishing to object to or oppose the approval of this Settlement, the motion for the incentive award to Plaintiff, and/or Class Counsels' motion for attorneys' fees and costs, shall notify the Court of his or her objection, in writing, on or before the Opt-Out/Objection Deadline, in the manner described below.

33. To be considered valid, an objection must be in writing, and must include:

- (a) the objector's full name, address, and telephone number.
- (b) a statement that the objector paid for and/or acquired a ticket to the cancelled Game.
- (c) A brief explanation of the objector's comment or basis for objection (including why the objector believes the Settlement is not in the best interests of the Settlement Class Members)
- (d) Any papers or documents that support the objection. The objection must also indicate whether or not the objector intends to appear at the hearing on the motion for final approval of the Settlement. The objection must be filed with the Court on or before the Opt-Out/Objection Deadline.
- (e) The objector's signature.
- (f) A statement regarding whether or not the objector intends to appear at the hearing on the motion for final approval of the Settlement.

34. Objections must be filed with the Court on or before the Opt-Out/Objection Deadline. In addition, an objection must be mailed to the Clerk of Court at the address listed in the Notice posted on the Settlement Website, with copies also mailed to the Claims Administrator and, at least *one* of the Class Counsel, whose addresses shall also be posted on the Settlement Website. Objections must be mailed and postmarked on or before the Opt-Out/Objection Deadline.

35. Each objection must be submitted individually. In no event shall the objections of those persons who purport to submit objections as a group, aggregate, or class involving more than one Settlement Class Member be considered valid objections.

36. Any Settlement Class Member who fails to timely file and mail a written objection containing all the information listed in paragraph 33(a) through (f) above shall be deemed to have waived any objections and will be foreclosed from making any objections (whether by a subsequent objection, intervention, appeal, or any other process) to the Settlement. Arguments not raised in the written objections shall be deemed intentionally waived.

## **VII. PROCEDURES FOR FINAL APPROVAL OF THE SETTLEMENT**

37. The Court schedules, for November 17, 2023, at 2:00 p.m. EST, a Fairness Hearing at the Howard M. Metzenbaum U.S. Courthouse, 201 Superior Avenue, Cleveland, Ohio 44114, East Chambers, Room 328 to determine whether the certification of the Settlement Class, the appointment of Plaintiff as Class Representative, the appointment of Class Counsel, and the Settlement Agreement should receive final approval. At that time, the Court also will consider any request that may be made by Class Counsel for an award of attorney fees and reimbursement of litigation expenses to Class Counsel and for a service award to Plaintiff, all in accordance with the terms of the Settlement Agreement. The Parties shall file their motion for final approval of the Settlement and for attorneys' fees, costs, and service award, on or before October 20, 2023.

38. Class Counsel and/or Defendant have the right, but not the obligation, to respond to any objection no later than seven (7) days prior to the Fairness Hearing.

39. Any amounts made available for claims by Settlement Class Members under the Settlement which are not claimed by Settlement Class Members shall not revert to Defendant.

Similarly, any amounts requested by Class Counsel for the payment of attorneys' fees and litigation costs and for the payment of a service award to Plaintiff, which the Court does not award to Class Counsel and Plaintiff, respectively, shall not revert to Defendant. Rather, all such amounts shall be payable to the *cy pres* beneficiary designated by the Parties, the Stark County Domestic Violence Project.

40. Defendant shall pay any service awards to Plaintiff, attorneys' fees and litigation costs to Class Counsel, and payments deemed owed to the *cy pres* beneficiary, on or before fourteen (14) days after the Settlement Effective Date.

41. All discovery in this action is stayed pending further order of the Court.

**IT IS SO ORDERED.**

Dated: July 11, 2023

/s/Christopher A. Boyko  
The Honorable Christopher A. Boyko  
United States District Judge