

EXHIBIT 1

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

**CARMELO TREVISO, Individually and
On Behalf of All Others Similarly Situated,**

Plaintiff,

v.

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

Defendant.

CASE NO. 5:17-cv-00472

JUDGE CHRISTOPHER A. BOYKO

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (the “Agreement”) is made by and between Plaintiff and Class Representative Carmelo Treviso (“Plaintiff”), individually and on behalf of the Settlement Class (collectively with Plaintiff, the “Settlement Class”), and Defendant National Football Museum Inc., dba Pro Football Hall of Fame (“Defendant” or the “Hall of Fame”). The Settlement Class and Defendant are collectively referred to hereinafter as the “Parties.”

RECITALS

WHEREAS, on August 23, 2016, Greg Herrick initiated this class action against Defendant in the United States District Court for the Central District of California on behalf of all persons who acquired tickets to attend the cancelled 2016 Pro Football Hall of Fame Game in Canton Ohio on August 7, 2016 between the Green Bay Packers and Indianapolis Colts (the “Game”) seeking monetary relief (the “Action”);

WHEREAS, on or about March 6, 2017, the Action was transferred to the United States

District Court for the Northern District of Ohio;

WHEREAS, on or about March 15, 2018, the Court granted the Parties' Joint Motion for Leave to File First Amended Complaint whereby Carmelo Treviso was substituted as the putative class representative to represent the class of persons who acquired tickets to the Game in place of Greg Herrick;

WHEREAS, on November 30, 2020, the Court granted Plaintiff's Renewed Motion for Class Certification on Plaintiff's claim against Defendant for breach of contract in which it certified a liability-only class, appointed Carmelo Treviso as the class representative, and appointed Ahmed Ibrahim of AI Law, PLC and Romney Cullers of the Becker Law Firm as class counsel;

WHEREAS, the Parties have engaged in substantial discovery and motion practice in the Action, including service of and responses to initial disclosures, requests for production, requests for admission, and interrogatories, the production and review of thousands of pages of bates-stamped documents, the deposition of Plaintiff, depositions of Defendants' witnesses, expert discovery, and extensive class certification briefing.

WHEREAS, in March and April 2023, Class Counsel, through the Claims Administrator, disseminated notice to class members of the liability only trial in this Action, which at the time was set to commence on June 5, 2023;

WHEREAS, on May 4, 2023, the Parties reached an agreement in principle to resolve this Action at a Settlement Conference conducted by the Court presiding over this Action, which was preceded in May 2022 by an unsuccessful attempt to resolve this Action before a private mediator.

WHEREAS, this Agreement memorializes the terms of the Parties' settlement, which is intended to fully and finally resolve the claims of all class members, along with the individual

claims of Plaintiff, with respect to the Game and/or the Action;

WHEREAS, Plaintiff and Class Counsel believe that the claim asserted in the Action has merit, Defendant has denied and continues to deny, any and all allegations of wrongdoing, liability or damages to any person whatsoever alleged in the Action, and believe the claim asserted by Plaintiff is wholly without merit;

WHEREAS, nonetheless, the Parties have concluded that litigation could be protracted and expensive, and desire the Action relating to the Settlement Class to be fully and finally settled in the manner and upon the terms and conditions set forth herein in order to, among other things, limit further expense, inconvenience, and risk and to avoid the costs of litigation and trial and settle and dispose of, fully and completely and forever, any and all claims or causes of action alleged in the Action relating to the Settlement Class. The Parties also have considered the risks of continued litigation and the benefits of the proposed Settlement, and have considered the costs, risks, and delays associated with the prosecution of this complex and time-consuming litigation, as well as the likely appeals of any rulings in favor of either Plaintiff or Defendant.

WHEREAS, the entry of Final Judgment in this Action shall dismiss with prejudice all claims which were or which could have been alleged in the Action by Settlement Class Members against Defendant and certain other released parties identified herein, with the exception of any individual claims that might be retained by Settlement Class Members who properly exclude themselves from the Settlement, if any;

WHEREAS, the Parties agree to cooperate and take all reasonable steps necessary and appropriate to obtain preliminary and final approval of this Settlement, to effectuate its terms, and to dismiss this Action with prejudice.

I. DEFINITIONS

1.1 The term “Action” means the underlying litigation between the Parties as identified in the above caption and Recitals.

1.2 The term “Agreement” as used herein means this Class Action Settlement Agreement.

1.3 The term “Attorneys’ Fees and Costs” as used herein means the attorneys’ fees and costs to be requested by Class Counsel subject to Court approval in accordance with the provisions below.

1.4 The term “Claim” as used herein means a Claim submitted by way of a Claim Form in accordance with this Agreement.

1.5 The term “Claimant” as used herein means any Settlement Class Member who submits a Claim Form.

1.6 The term “Claim Form” as used herein means the Claim Form for the Settlement Class attached hereto as Exhibit F, which is agreed to by the Parties subject to Court approval as the method by which a Class Member may submit a Claim. Only those Settlement Class Members who submit a Claim Form, in the manner set forth in this Agreement, shall be eligible to recover a share of the Monetary Benefit.

1.7 The term “Claims Administrator” as used herein means CPT Group, which, subject to Court approval, shall perform the duties of, among other things: (i) providing Notice, E-mail Notice, Text Message Notice, Claim Forms and Opt-Out Request Forms to Settlement Class Members; (ii) providing notice as required by the Class Action Fairness Act, 28 U.S.C. § 1715; (iii) tracking returned Claim Forms and Opt-Out Requests; (iv) notifying the Parties of determinations regarding submitted Claim Forms and Opt-Out Requests consistent with this

Agreement; (v) distributing monetary benefits to Claimants; and (vi) other notice and administration duties in accordance with this Agreement and the Court's orders.

1.8 The term “Class Counsel” as used herein means the following counsel who have appeared on behalf of the Class Representative and have been formally appointed as counsel for the certified class: Ahmed Ibrahim of AI LAW, a Professional Law Corporation, and Romney Cullers of THE BECKER LAW FIRM.

1.9 The term “Class List” as used herein means the persons, and their e-mail or physical addresses as known, who paid for and/or acquired tickets to the 2016 Pro Football Hall of Fame Game and who are not Reimbursed Class Members.

1.10 The term “Class Representative” as used herein means Carmelo Treviso.

1.11 The term “Class Representative Enhancement Payment” as used herein means the amount Class Counsel shall request the Class Representative be paid as set forth below for his time, effort, and risks undertaken on behalf of the Settlement Class.

1.12 The term “*Cy Pres* Beneficiary” means the charitable organization selected by the Parties, namely, the Stark County Domestic Violence Project, to receive one or more payments in the circumstances specified by this Agreement.

1.13 The term “E-mail Notice” as used herein means a document substantially in the form of attached hereto as Exhibit A, which has been agreed to by the Parties subject to Court approval and which will be sent to potential Settlement Class Members as an e-mail where an e-mail exists on the Class List.

1.14 The term “Final Judgment” as used herein refers to the Final Judgment and Order approving the Settlement and dismissing the Action with prejudice as against Defendant, which this Settlement contemplates will be entered and approved by the Court.

1.15 The term “Monetary Benefit” as used herein means \$750,000.00 to be made available by Defendant pursuant to this Settlement to resolve the Action, which represents Defendant’s total monetary liability under this Agreement.

1.16 The term “Net Settlement Amount” shall mean the Monetary Benefit less the amounts actually awarded by the Court for Attorneys’ Fees and Costs, Notice and Administration Costs, the Class Representative Enhancement Payment, and any amounts not awarded by the Court for the foregoing purposes that are made available for payment to the *Cy Pres* Beneficiary pursuant to Paragraphs 3.1.2, 3.1.3, and 3.1.4 of this Agreement.

1.17 The term “Notice” as used herein means a document substantially in the form of the long-form notice attached hereto as Exhibit D, which has been agreed to by the Parties subject to Court approval and which the Claims Administrator will make available through the Settlement Website, explaining the terms of the Settlement and the Claims, Opt-Out, and objection processes.

1.18 The term “Notice and Administration Costs” as used herein means the costs to disseminate notice of this Settlement to Settlement Class Members and administer the Settlement as contemplated by this Agreement.

1.19 The term “Opt-Out Request Form” as used herein means a form that will be available for download on the Settlement Website, which can be used by Settlement Class Members to Request to Opt Out. Settlement Class Members are not required to use the Opt-Out Request Form in order to communicate their desire to opt out of the Settlement.

1.20 The term “Parties” as used herein means the Class Representative, the Settlement Class, and Defendant.

1.21 The term “Postcard Notice” as used herein means a document substantially in the form attached hereto as Exhibit C, which has been agreed to by the Parties subject to Court

approval and which will be sent to potential Settlement Class Members in the U.S. mail where a physical address exists on the Class List.

1.22 The terms “Qualified Settlement Fund” or “QSF” as used herein means the Qualified Settlement Fund to be set up in accordance with the terms below.

1.23 The term “Releasing Settlement Class Members” as used herein means the Class Representative and all Settlement Class Members, other than those who submit Requests to Opt Out.

1.24 The term “Requests to Opt Out” as used herein means requests sent by any Settlement Class member not wishing to remain in the Settlement Class.

1.25 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.

1.26 The term “Settlement” as used herein means the compromise and settlement of the Action as memorialized by this Agreement.

1.27 The term “Settlement Class” as used herein means 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 all past and present employees, officers and directors of Defendant.

1.28 The term “Settlement Class Member Released Claims” as used herein means the claims, rights, penalties, demands, damages, debts, accounts, duties, costs and expenses (other than those costs and expenses required to be paid pursuant to this Settlement Agreement), liens, charges, complaints, causes of action, obligations, or liabilities that are released, acquitted and discharged

as described below.

1.29 The term “Settlement Class Members,” as used herein means the Class Representative and all members of the Settlement Class.

1.30 The term “Settlement Effective Date” as used herein means the date on which the latest of the following events occurs:

(a) if there are no objections filed by any Settlement Class Member, the date the Court has entered the Final Judgment;

(b) the expiration of the time for filing an appeal if there are any objections filed by any Settlement Class Member that were not voluntarily withdrawn or dismissed and no timely appeal has been filed;

(c) in the event that there are any objections that have been filed by any Settlement Class Member and an appeal or other effort to obtain review has been initiated, the date after any and all such appeals or other review(s) have been finally concluded or dismissed in favor of the Final Judgment, any mandates have been returned to the Court, and the Final Judgment is no longer subject to review, whether by appeal, petitions for rehearing, petitions for rehearing en banc, petitions for certiorari, or otherwise; or

(d) the withdrawal of the last objection to the Settlement.

1.31 The term “Settlement Website” as used herein means an Internet website maintained by the Claims Administrator containing the Notice, E-mail Notice, Text Message Notice, Postcard Notice, Claim Form, Opt-Out Request Form, Settlement Class Member information about their individual allocation of the Settlement, and instructions on how to submit a Claim Form.

1.32 The term “Text Message Notice” as used herein means a document substantially in

the form attached hereto as Exhibit B, which has been agreed to by the Parties subject to Court approval and which will be sent to potential Settlement Class Members via SMS/text message where a phone number exists on the Class List.

1.33 The term “Verified Claims” as used herein means those Claims which are approved by the Claims Administrator for payment pursuant to Paragraphs 5.1 through 5.11 of this Agreement.

II. SETTLEMENT CLASS

2.1 The Parties agree that, for purposes of this Agreement only, Class Representative shall request, and Defendant will not oppose, certification of the Settlement Class (defined above) pursuant to Federal Rule of Civil Procedure 23(b)(3), to which Defendant will provide settlement consideration and from which Defendant will obtain a release of claims, subject to the Court's preliminary approval of this Agreement, the provision of Notice to members of the Settlement Class, and the Court's final approval of the notice provided and this Agreement.

2.2 The Parties agree that, for purposes of this Agreement only, Class Representative shall request, and Defendant will not oppose, the Court's appointment of Class Counsel as counsel for the Settlement Class, and the appointment of Class Representative as representative of the Settlement Class.

2.3 The Parties further agree that, for purposes of this Agreement only, the definition of the proposed class in the Action is amended to be the same as the Settlement Class, and that the Court's orders preliminarily and finally approving the Agreement shall so amend the operative complaint in the Action. The Parties also agree that the operative complaint in this Action can and shall be further amended only as necessary and/or as required by the Court to effectuate the terms of this Agreement.

2.4 The Settlement is conditioned on the Court certifying the Settlement Class. The Parties and Class Counsel agree that, if approved, certification of the Settlement Class is a conditional certification for settlement purposes only, and if for any reason the Court does not grant final approval of the Settlement, or if final approval is not granted following appeal of any order by the Court, the certification of the Settlement Class shall be deemed null and void, and each Party shall retain all their respective rights as they existed prior to the execution of the Settlement Agreement.

III. SETTLEMENT CONSIDERATION

3.1 Subject to the other terms and conditions of this Agreement, and subject to Court approval, Defendant will contribute the Monetary Benefit (*i.e.*, \$750,000.00). This Monetary Benefit will be comprised of the following:

3.1.1 Following approval of a final settlement agreement by the Court and after the deductions described in Paragraphs 3.1.2 through 3.1.4 below, the remaining value of the Monetary Benefit will be available for distribution to members of the Settlement Class who submit a Verified Claim in accordance with Paragraphs 5.1 through 5.11 of this Agreement. Under no circumstance will there be any reversion of this amount to Defendant. Rather, if the total value of all Verified Claims is less than the Net Settlement Amount, the remaining amount available to pay Verified Claims (*i.e.*, the Net Settlement Amount minus the total value of all Verified Claims) shall be paid to the *Cy Pres* Beneficiary, and the Court's decision shall not affect the validity and enforceability of the Settlement and shall not be a basis for anyone to seek to void the Settlement or for rendering the entire Settlement null, void, or unenforceable. On the other hand, if the total value of all Verified Claims exceeds the Net Settlement Amount, then the total amount paid on the

Verified Claims shall be limited to the Net Settlement Amount, but the amount paid on each Verified Claim will be reduced equally for all Settlement Class Members on a pro-rata basis.

3.1.2 The actual Notice and Administration Costs incurred in accordance with this Agreement, up to the amount of \$100,000 (“Administrative Costs Portion”). The Administrative Costs Portion shall be deposited by Defendant into the QSF for purposes of paying administrative costs following preliminary approval of the Settlement by the Court pursuant to Paragraph 8.1.1 of this Agreement.

3.1.3 Class Counsel may apply to the Court for an award of reasonable Attorneys’ Fees not to exceed \$187,500, which is 25% of the Monetary Benefit of the settlement. In addition, Class Counsel may apply to the Court for an award of costs incurred up to \$100,000 (which includes the cost incurred prior to the May 4, 2023 Settlement Conference to disseminate class notice of the trial date that had been scheduled to commence on June 5, 2023). Defendant will not oppose an application for a reasonable award of Attorneys’ Fees and Costs sought in accordance with this Agreement. Under no circumstance will there be any reversion to Defendant of any amount of requested Attorneys’ Fees and Costs that are not awarded to Class Counsel. Rather, in the event that the Court does not approve the award of Attorneys’ Fees and Costs requested by Class Counsel, or if the Court awards Attorneys’ Fees and Costs in an amount less than that requested by Class Counsel, the amount that is not awarded will be available for distribution to the *Cy Pres* Beneficiary, and the Court’s decision shall not affect the validity and enforceability of the Settlement and shall not be a basis for anyone to seek to void the Settlement or for rendering the entire Settlement null, void, or unenforceable. Class Counsel retain their right to appeal any

decision by the Court regarding the Court's award of Attorneys' Fees and Costs.

3.1.4 Class Counsel intend to seek \$5,000 for the Class Representative as the Class Representative Enhancement Payment. Defendant will not oppose the application. Any request made by Class Counsel in accordance with this Section is without prejudice to the Class Representative's right to file a Claim as a Settlement Class Member. Under no circumstance will there be any reversion to Defendant of any amount of the requested Class Representative Enhancement Payment. Rather, in the event that the Court does not approve the Class Representative Enhancement Payment, or the Court awards an amount that is less than the amount sought, the amount that is not awarded will be available for distribution to the *Cy Pres* Beneficiary, and shall not affect the validity and enforceability of the Settlement and shall not be a basis for anyone to seek to void the Settlement or for rendering the entire Settlement null, void, or unenforceable.

3.2 The payments identified in Paragraphs 3.1.1 through 3.1.4 of this Agreement shall be paid solely from the Monetary Benefit. The \$750,000 Monetary Benefit as described above shall be the total amount owed by Defendant in settlement. Defendant will not be obligated to pay any additional sums, and shall have no other monetary liability whatsoever for any costs or expenses related to this Settlement, including without limitation the costs of administering the Settlement, preparation of Notice, oversight and reporting of the Notice program, establishing the appropriate website, any escrow or QSF expenses, tax filing, and distributions. All such costs shall be included within and paid from the Administrative Costs Portion of the Monetary Benefit. For clarity, all costs of the QSF, as described in Paragraphs 9.1 through 9.8 of this Agreement, shall be paid from said Monetary Benefit.

3.3 Each Claimant who receives any value paid in accordance with this Agreement is

responsible for any taxes associated with the monies received by that recipient. If required by applicable law, the QSF shall issue 1099s to Class Counsel (for payments of attorneys' fees and costs awarded by the Court) and to the Class Representative for any Class Representative Enhancement Payment authorized by the Court.

IV. NOTICE TO THE CLASS

4.1 Given the expected size of the Settlement Class, the Parties agree to a notice program that substantially tracks the program approved by the Court on October 15, 2021, November 1, 2021, and August 29, 2022 in connection with notice of class certification (ECF Nos. 162, 165, and 172), and follows the notice plan outlined by Plaintiff in the May 27, 2022 Declaration of Julie N. Green on Behalf of CPT Group, Inc. Regarding Notice Plan. (*See* ECF No. 170-1.) Accordingly, the parties agree that direct notice via mail, e-mail, and text message are the best practicable notice for those Settlement Class Members for which such information exists. Recognizing that there are Settlement Class Members for whom neither e-mail nor physical mailing addresses nor mobile telephone numbers are available and that there may be Settlement Class Members who are not identified on the Class List, notice by means of the issuance of a press release, digital media, and social media advertising shall be used to supplement the postcard, e-mail, and text message notices. Class Counsel agrees to use their best efforts to obtain preliminary approval of a notice plan to achieve the best practicable notice consistent with this section.

4.1.1 The E-mail Notice, Text Message Notice (via a hyperlink to the Settlement Website), and Postcard Notice shall advise Settlement Class Members of the deadline for submitting Claim Forms, their right to opt out of the Settlement or to object to the Settlement, the process by which such opt-outs or objections must be made, and the date set by the Court for a hearing on final approval of the Settlement. Subject to Court approval, the E-mail Notice, Text

Message Notice, and Postcard Notice shall be substantially in the form attached hereto as Exhibits A, B, and C, respectively.

4.1.2 Because the data in Defendant's possession does not identify all Settlement Class Members or capture their contact information, the Parties agree that notice by means of a press release, digital media advertising, and social media advertising would be the best practicable notice for the balance of the Settlement Class. This "Supplemental Notice" shall include a hyperlink to access the Settlement Website, where Settlement Class Members will be able to access a Claim Form and instructions on how to submit a valid claim, along with information on their rights to opt out of the Settlement or to object to the Settlement, the process and deadlines by which such opt-outs or objection must be made, and the date set by the Court for a hearing on final approval of the Settlement. Prior to launching the Supplemental Notice campaign, the Claims Administrator shall be required to share mockups of the content of the press release and campaign advertisements and obtain approval from the Parties concerning the language and visual graphics and layout.

4.2 Defendant shall provide the Class List to the Claims Administrator in sufficient time for Notice to be disseminated. Defendant and Plaintiff agree that all Class List information shall be treated as highly confidential proprietary information, and that the contents of the Class List shall not be shared with third parties other than the Claims Administrator and that the Claims Administrator shall be required to preserve the confidentiality of the Class List.

4.3 E-mail Notice and Text Message Notice shall be sent to Settlement Class Members within fourteen (14) days following the Court's preliminary approval of the Settlement, provided that any challenges or other barriers to the use of E-mail Notice have been resolved. Postcard Notice shall be also sent to Settlement Class Members within fourteen (14) days following the

Court's preliminary approval of the Settlement. Supplemental Notice shall be launched on the soonest practicable date after the Court's preliminary approval of the Settlement that is calculated to maximize exposure and interest to potential Settlement Class Members, but in no event shall it commence more than twenty-one (21) days after the Court's preliminary approval of the Settlement.

4.4 The E-mail Notice, Text Message Notice, and Postcard Notices, Claim Form, Opt-Out Request Form, First Amended Complaint, Settlement Agreement, and other materials as agreed to by the Parties shall be available on the Settlement Website. The Claims Administrator shall also establish a toll-free phone line and an e-mail inbox to respond to inquiries from Settlement Class Members. With the exception of the Text Message Notice, the Settlement Website address, toll-free phone number, and email inbox address shall be included in all notices to the class.

4.5 Defendant shall also participate in spreading awareness about the Settlement by including a notice on its website.

V. SUBMISSION OF CLAIMS

5.1 **Compensation for Expenses Incurred to Attend the Game.** Settlement Class Members who submit a valid and timely Claim Form accompanied by the required documentation shall be eligible to receive a share of the Monetary Benefit. Settlement Class Members may choose either of the two applicable claim categories below.

5.1.1 **Option A: Documented Expenses.** Settlement Class Members who submit a timely and valid Claim Form shall be eligible for reimbursement of certain Document Expenses related to their travel to and attending the Game as described below.

(a) The following are the Documented Expenses to attend the Game for

which a Settlement Class Member shall be compensated by submitting a timely and valid Claim Form with the required documentation:

(i) The actual documented amount spent by Settlement Class Members to purchase one or more ticket(s) to the Game, including processing, shipping and handling, and pre-sale reservation fees, up to a maximum of \$250 per ticket.

(ii) The actual documented amount spent by Settlement Class Members on airfare, train fare, or bus fare, up to a maximum of \$600 per person.

(iii) The actual documented amount spent by Settlement Class Members for hotel or other lodging costs for the Game incurred for room, Internet, parking and tax for no more than two (2) nights up to a maximum of \$289 per night per room or unit.

(iv) The actual documented amount spent by Settlement Class Members for ground transportation to and from an airport in Cleveland, Canton, or nearby areas to be transported to Canton, up to a maximum of \$100 per person. Compensable ground transportation shall include rental car expenses, taxis and ride share (e.g., Uber, Lyft), shuttle buses and vans, and private car services.

(v) For those Settlement Class Members who drove to the Canton area to attend the Game in their own vehicle, the roundtrip mileage based on 2016 mileage reimbursement rates approved by the Internal Revenue Service from the Settlement Class Member's residence to Tom

Benson Stadium in Canton, Ohio, as computed by Google Maps.

(vi) The actual documented amount spent by Settlement Class Members for parking for the Game, up to a maximum of \$50 per vehicle.

(b) Documented Expenses shall not include any other expenses or forms of compensation other than those categories of expenses listed above. Accordingly, by way of example and not limitation, Settlement Class Members shall not be entitled to receive compensation under this Agreement for food and beverage, entertainment, souvenirs, gifts, lost earnings or vacation time, or emotional distress.

(c) To receive compensation for Documented Expenses under Option A, a Settlement Class Member's Claim Form must be accompanied by documentation sufficient to prove that the Settlement Class Member actually spent funds for one or more of the items of expenses listed in Paragraph 5.1.1(a). Examples of such documentation include, but is not limited to, invoices, receipts, bills, e-mail purchase or order confirmations, credit card statements, bank statements, and screen shots of purchase confirmations.

(d) For Settlement Class Members traveling in family and/or friend groups and sharing costs, the Settlement Class Members who actually paid the costs shall be entitled to compensation under Option A and thus must be the person(s) who submits a valid Claim Form with required documentation as described above.

5.1.2 Option B: Undocumented Expenses. Settlement Class Members who do not have possession of documentation to substantiate their expenditures to attend the Game and who submit a timely and valid Claim Form shall be eligible for compensation as described below.

(a) The following are the Undocumented Expenses to attend the Game for which a Settlement Class Member shall be compensated by submitting a timely and valid Claim Form with the required documentation:

(i) The face value price of the Game ticket, plus processing and shipping and handling fees and pre-sale reservation fees paid directly to the HOF.

(ii) An additional fixed amount of \$300 per Settlement Class Member.

(b) Undocumented Expenses shall not include any other expenses or forms of compensation other than those categories of expenses listed above. Accordingly, by way of example and not limitation, Settlement Class Members shall not be entitled to receive compensation under this Agreement for food and beverage, entertainment, souvenirs, gifts, lost earnings or vacation time, or emotional distress.

(c) To receive compensation for Undocumented Expenses under Option B, a Settlement Class Member's Claim Form must be accompanied by written, photographic, or other documented proof that he or she purchased or acquired one or more tickets to the Game. This may include any form or type of documentation that demonstrates that the Settlement Class Member submitting a Claim Form purchased a ticket, possessed a ticket, and/or was present inside or near Tom Benson Hall of Fame Stadium for the Game shall be sufficient proof to satisfy the requirement of this Paragraph. Examples include a copy or photograph of the ticket, an e-mail confirmation of a ticket purchase or receipt of a ticket, or a

photograph of the Settlement Class Member inside the stadium for the Game. These examples are provided for illustrative purposes and is not an exhaustive list of all types of documentation that may satisfy the requirement of this Paragraph.

5.2 Claims Deadline. In order to be eligible to receive a share of the Monetary Benefit 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. The Claims Deadline shall be set forth clearly in the Notice.

5.3 Claims Process. The process for submitting a Claim Form is designed to be as simple and inconvenient as possible. 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 set forth in Paragraph 5.2, (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.

5.4 Incomplete Claim Forms. Upon receipt of an incomplete Claim Form, the Settlement Administrator shall notify the claimant of any deficiency and provide a reasonable time to correct any deficiency and provide documentation. The Settlement Administrator may in its discretion award partial compensation based on the receipt of only partial documentation that is

otherwise deemed valid, and commensurate with supporting documentation supporting the amount of the verified claim.

5.5 List of Verified Claims. No later than fifteen (15) days after the Claims Deadline, the Claims Administrator shall provide to Class Counsel and Defendant's Counsel a list of all Verified Claims, including the type and dollar amount of each individual approved claim. Class Counsel or Defendant may request and receive from the Claims Administrator information on approved claims, including the type and dollar amount of each requested approved claim and the documentation supporting the claim, and upon request, the name of the Settlement Class Member. Defendant shall have seven (7) days from receipt to dispute any claim or the dollar amount of any approved claim.

5.6 Resolution of Disputed Claims. If any Settlement Class Member disputes the Claims Administrator's determination of the validity and/or dollar amount of a claim, the Parties shall meet and confer and may within five (5) business days approve the Claims Administrator's determination or the Parties may provide joint written instructions to the Claims Administrator regarding the disposition of a disputed claim. In the event the Parties provide joint written instructions regarding a disputed claim, the Claims Administrator shall follow the Parties' joint written instructions regarding that disputed claim. If the Parties do not agree, any disputes shall be submitted to the Court for binding resolution.

5.7 No Claims Against the Parties, Counsel, or Claims Administrator. No Settlement Class Member shall have any claim against Plaintiff, Class Counsel, Defendant, Defendant's Counsel, the Claims Administrator, or any other person designated by Class Counsel or Defendant's Counsel, based on the amount of a claims-made payment, or the determination, calculation, or distribution of a claims payment made substantially in accordance with this

Agreement and the Settlement set forth in this Agreement or further order(s) of the Court.

5.8 **Payment of Claims.** The benefits under this section shall be paid to Settlement Class Members by the Claims Administrator within fourteen (14) days of the Settlement Effective Date, or if there is a pending disputed claim as of the Settlement Effective Date, within fourteen (14) days of receiving funds from Defendant for a resolved disputed claim.

5.9 **Method of Payment.** 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.

5.10 **Submission of Claim Forms.** In order for a Claim Form to be approved as a Verified Claim, among other requirements specified in this agreement, Settlement Class Members must electronically or physically sign the Claim Form under penalty of perjury (but they need not be notarized) and Settlement Class Members may submit their Claim Forms electronically on the Settlement Website or by regular mail.

5.11 **Pro Rata Adjustment.** If the total value of all Verified Claims exceeds the Net Settlement Amount, then the amount paid on each Verified Claim will be reduced equally for all Settlement Class Members on a pro-rata basis.

VI. OPT-OUT PROCESS

6.1 A Settlement Class Member who wishes to exclude himself or herself from this Settlement and from the release of claims pursuant to this Settlement shall submit a Request to Opt-Out. A Request to Opt-Out must be submitted 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 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. The Opt-Out/Objection Deadline shall be set forth clearly in the Notice. 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. Opt-Out Request Forms, substantially similar to the attached Exhibit E, 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.

6.2 A Settlement Class Member who submits a Request to Opt-Out is not eligible to recover a share of the Monetary Benefit, except that if any Settlement Class Member submits both a Request to Opt-Out and a Claim Form, the Request to Opt-Out will be rejected, the Settlement Class Member will be treated as if he or she is still a member of the Settlement Class, and the Claim Form will be treated as valid and processed.

6.3 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.

VII. OBJECTION PROCESS

7.1 A Settlement Class Member who wishes to object to the Settlement must notify the

Court of his or her objection, in writing, on or before the Opt-Out/Objection Deadline in the manner described in this Section.

7.2 To be considered valid, an objection must be in writing, must include the objector's name, address, and telephone number, and must include the basis for the objection (including why the objector believes the Settlement is not in the best interests of the Settlement Class), along with any and all 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. Each objection must be submitted individually. In no event shall persons who purport to submit objections as a group, aggregate, or class involving more than one Settlement Class Member be considered valid objections. Additional instructions regarding how to object to the Settlement are contained in the Notice.

7.3 Settlement Class Members who do not file a timely written objection in accordance with the procedures set forth in this Agreement and the Notice shall be deemed to have waived any objections to the Settlement and shall forever be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement, or any aspect of the Settlement, including, without limitation, the fairness, reasonableness, or adequacy of the Settlement, or any award of Attorneys' Fees and Costs, and/or the Class Representative Enhancement Payment.

VIII. DISTRIBUTION PROCESS

8.1 The Monetary Benefit shall be funded through the QSF in accordance with the provisions below. The timing of the payments by Defendant to the QSF shall be as follows:

8.1.1 Within ten (10) days following the date on which the Court enters an order granting Preliminary Approval of the Settlement, or within ten (10) days of the date on

which the Court enters an order approving the QSF, whichever is later, Defendant shall transfer to the QSF 75% of the Administrative Costs Portion of the Monetary Benefit of the Settlement. Defendant shall continue to periodically fund the QSF to cover additional Notice and Administration Costs, if required, up to the amount provided in Paragraph 3.1.2. In the event that the Settlement Effective Date does not occur, any amounts actually used by the Claims Administrator for notice and administration shall not be refundable to Defendant. If, however, Defendant has paid into the QSF monies for Notice and Administration, those amounts not used by the Claims Administrator shall be refunded to Defendant.

8.1.2 Within ten (10) days following the Settlement Effective Date, Defendant shall transfer to the QSF amounts sufficient to cover that portion of the Monetary Benefit comprising the Attorneys' Fees and Costs, Class Representative Enhancement Payment, and payment to the *Cy Pres* Beneficiary awarded by the Court.

8.2 Distributions from the QSF shall be handled as follows:

8.2.1 Other than for purposes of paying invoices submitted by the Claims Administrator, the QSF shall not distribute any payments required under this Agreement until after the Settlement Effective Date has occurred.

8.2.2 Attorneys' Fees and Costs, the Class Representative Enhancement Payment, and any payments to the *Cy Pres* Beneficiary awarded by the Court shall be paid to the individuals or entities specified by the Court on or before fourteen (14) days after the Settlement Effective Date.

IX. QUALIFIED SETTLEMENT FUND

9.1. At the times required by this Agreement, Defendant shall transfer to a trustee

selected jointly by Class Counsel and Defendant (the “Trustee”) the required portions of the Monetary Benefit to be held in the QSF, which shall be a separate trust organized and operated as a qualified settlement fund as described in Treasury Regulation § 1.468B-1. Class Counsel and Defendant jointly shall cause the Trustee and the Claims Administrator, as applicable, to take such steps as necessary to qualify the QSF as a qualified settlement fund under § 468B of the Internal Revenue Code, 26 U.S.C. § 468B, and the regulations promulgated pursuant thereto. Defendant shall be considered the “transferor” within the meaning of Treasury Regulation § 1.468B-1(d)(1). The Claims Administrator shall be the “administrator” within the meaning of Treasury Regulation § 1.468B-2(k)(3). The Parties shall cooperate in securing an order of the Court to establish the QSF in accordance with the terms hereof in conjunction with its Preliminary Approval of the Settlement and Notice.

9.2 The Court shall retain jurisdiction over the administration of the QSF. Defendant shall supply to the Claims Administrator the statement described in Treasury Regulation § 1.468B-3(e)(2) no later than February 15 of the year following each calendar year in which Defendant makes a transfer to the QSF. In accordance with Treasury Regulation § 1.468B-3(c), the transfers to the QSF will satisfy the “all events test” and the “economic performance” requirement of § 1.461(h)(1) of the Internal Revenue Code, and Treasury Regulation 1.461-1(a)(2). Accordingly, Defendant shall not include the income of the QSF in its income. Rather, in accordance with Treasury Regulation § 1.468B-2, the QSF shall be taxed on its modified gross income, excluding the sums transferred to it, and shall make payment of resulting taxes from its own funds. In computing the QSF’s modified gross income, deductions shall be allowed for its administrative costs and other deductible expenses incurred in connection with the operation of the QSF as permissible pursuant to Treasury Regulation § 1.468B-2(b), including, without limitation, state

and local taxes, and legal, accounting, and other fees relating to the operation of the QSF.

9.3 Upon establishment of the QSF, the Trustee or Claims Administrator, as appropriate, shall apply for an employer identification number for the QSF utilizing Internal Revenue Service Form SS-4 and in accordance with Treasury Regulation § 1.468B-2(k)(4).

9.4 If requested by either Defendant or the Claims Administrator, the Claims Administrator, the Trustee and Defendant shall fully cooperate in filing a relation-back election under Treasury Regulation § 1.468B-1(j)(2) to treat the QSF as coming into existence as a settlement fund as of the earliest possible date.

9.5 Following its deposits as described in this Agreement, Defendant shall have no responsibility, financial obligation, or liability whatsoever with respect to the notifications to the Class required hereunder, the processing of Claims and Opt-Out Requests, the allowance or disallowance of claims by Claimants, payments to Class Counsel, investment of QSF funds, payment of federal, state, and local income, employment, unemployment, excise, and other taxes imposed on the QSF or its disbursements, or payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the QSF, since it is agreed that such deposits shall fully discharge Defendant's obligations to Claimants and Class Counsel and for expenses of administration in respect to the disposition of the Monetary Benefit hereunder. Rather, the Claims Administrator shall have sole authority and responsibility for the administration of such funds and income thereon, disbursement to Claimants and Class Counsel, and payment of taxes and administrative costs in accordance with the provisions hereof, subject only to the rights of Defendant or Class Counsel to audit determinations of the Claims Administrator in accordance with this Agreement or to seek redress for any breach of the terms hereof.

9.6 The Claims Administrator shall cause to be timely and properly filed, on behalf of

the QSF, all required federal, state, and local tax returns, information returns and tax withholdings statements in accordance with the provisions of Treasury Regulation § 1.468B-2(k) and Treasury Regulation § 1.468B-2(I)(2), as well as the timely and proper payments of any federal, state, or local taxes (including estimated taxes) and associated tax-related penalties and interest for which the QSF may be liable. The Claims Administrator shall also be responsible for the timely and proper response to any questions from, or audits regarding, such taxes by the IRS or any state or local tax authority, as well as compliance with any other tax-related requirements. The Claims Administrator may, at its own expense, retain legal counsel and an independent, certified public accountant to consult with and advise the Claims Administrator or the Trustee with respect to the preparation and filing of such materials and the federal, state and local tax compliance of the QSF. Either Defendant or the Claims Administrator, independently or jointly, may, but are not required to, apply to the Internal Revenue Service and/or any applicable state taxing authority for an advance ruling as to any issue pertinent to the qualification of the QSF under Internal Revenue Code § 468B and Treasury Regulations promulgated thereunder, its tax status under applicable state law, and/or its tax payment, reporting and withholding duties. Settlement Class Members shall be responsible for payment of appropriate federal, state, and local income taxes on any claim paid out pursuant to this Agreement. If, in any such ruling or otherwise, it is determined that Defendant has any responsibility whatsoever for payment of any federal, state or local tax on any claim paid out pursuant to this Agreement, then Defendant shall have the right to terminate this Agreement. The Parties agree that no portion of any distributions from the QSF to the Settlement Class Members is made in satisfaction of any excluded liability as described in Treasury Regulation § 1.468B-1(g) related to Qualified Settlement Funds. Notwithstanding any effort, or failure, of the Parties, the Trustee or the Claims Administrator to treat the QSF as a qualified

settlement fund within the meaning of Treasury Regulation § 1.468B-1, any additional tax liability, interest, or penalties incurred by Defendant resulting from income earned by the QSF shall be reimbursed from the QSF in the amount of such additional tax liability, interest or penalties upon Defendant's written request to the Claims Administrator.

9.7 The taxable year of the QSF shall be the calendar year in accordance with Treasury Regulation § 1.468B-2(j). The QSF shall utilize the accrual method of accounting within the meaning of § 446(c) of the Internal Revenue Code.

9.8 The Claims Administrator may amend, either in whole or in part, any administrative provision of this Section or the trust instrument through which the QSF is established to maintain the qualification of the QSF pursuant to the above-described authorities provided that the rights and liabilities of the Parties hereto and the Class are not altered thereby in any material respect.

X. COMPREHENSIVE WAIVER, RELEASE, AND DISMISSAL

10.1 Plaintiff and **Settlement Class Member Released Claims** – Release by Plaintiff and Settlement Class Members:

10.1.1 Subject to final approval by the Court of the Settlement and other than for those payments, costs and expenses required to be paid pursuant to this Agreement, and for good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, all Releasing Settlement Class Members including, but not limited to, Plaintiff (the "Releasing Parties") do hereby unconditionally and irrevocably release, acquit, and forever discharge Defendant, the National Football League and each of its thirty-two member clubs (including, but not limited to Green Bay Packers, Inc., and Indianapolis Colts, Inc.), NFL Ventures, L.P., and each of those entities' respective affiliates, parents, subsidiaries, owners and each of their officers, directors, agents,

shareholders, attorneys, employees, agents, contractors, sponsors, licensees, representatives and all of their successors, assigns and heirs and/or administrators and executors (collectively the “Released Parties”), from and against any and all claims, demands, allegations, liabilities, actions, damages, costs (including attorneys’ fees) and causes of action, of whatever kind or nature, whether known or unknown, suspected or unsuspected, contingent or fixed, that have been, could have been, and/or may in the future be asserted by, or on behalf of, all Releasing Settlement Class Members, in any legal proceeding arising out of or relating in any way to the Game and/or this Action (“Released Claims”). Claims that fall within the definition of Released Claims include all of those asserted in any lawsuit that has been, could have been or may be, filed relating to the cancellation of the 2016 Pro Football Hall of Fame Game, including but not limited to those asserted in this litigation.

10.1.2 The Released Claims includes a release of all claims for Attorneys’ Fees and Costs incurred by Releasing Settlement Class Members or by Class Counsel or any other attorney in connection with the Action and this Settlement.

10.1.3 The Releasing Parties understand and agree that the release of the Released Claims as defined herein constitutes a full and final general release applying to both the Released Claims that are currently known, anticipated, or disclosed to Releasing Parties and to all those Released Claims that are presently unknown, unanticipated, or undisclosed to any Releasing Settlement Class Members arising out of the alleged facts, circumstances, and occurrences underlying: (i) the claims set forth in the Action; or (ii) Defendant’s conduct with respect to the Action. The Releasing Parties acknowledge that the facts could be different than they now know or suspect to be the case, but they are nonetheless willingly releasing all such unknown claims.

10.2 Defendant's Released Claims – Release by Defendant:

10.2.1 Subject to final approval by the Court of the Settlement, and for good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, Defendant does hereby irrevocably release, acquit, and forever discharge all Releasing Settlement Class Members of and from any and all claims, rights, penalties, demands, damages, debts, accounts, duties, attorneys' fees, costs and expenses, liens, charges, complaints, causes of action, obligations, or liability arising out of the Action or the Game, including, without limitation, any and all counterclaims that could have been asserted but were not asserted as a compulsory counterclaim against Releasing Settlement Class Members in this Action (hereafter, the "Defendant's Released Claims").

10.2.2 Defendant understands and agrees that the release of Defendant's Released Claims is a full and final general release applying to both those Defendant's Released Claims that are currently known, anticipated, or disclosed to Defendant and to all those Defendant's Released Claims that are presently unknown, unanticipated, or undisclosed to Defendant arising out of the alleged facts, circumstances, and occurrences, underlying any compulsory counterclaim that could have been asserted in the Action. Defendant acknowledges that the facts could be different than it now knows or suspects to be the case, but it is nonetheless releasing all such unknown claims and counterclaims. In exchange for the good and valuable consideration set forth herein, Defendant further waives any and all rights or benefits that it may now have as a result of the alleged facts, circumstances, and occurrences underlying such a potential claim or compulsory counterclaim.

10.3 The Parties acknowledge that this Settlement, including the releases provided in this section, reflects a compromise of disputed claims.

10.4 The Final Judgment shall dismiss the Action with prejudice as to Defendant and shall incorporate the terms of this release.

XI. DUTIES OF THE PARTIES WITH RESPECT TO PRELIMINARY COURT APPROVAL

11.1 On or before July 3, 2023, or such other date as the Court approves, Class Counsel shall apply to the Court for the entry of an order granting preliminary approval of the Settlement substantially in the following form:

11.1.1 Conditionally Certifying the Settlement Class;

11.1.2 Preliminarily approving the Settlement;

11.1.3 Approving as to form and content the proposed notices and notice plan, including the Notice, E-mail Notice, Text Message Notice, Postcard Notice, Claim Form, and Opt-Out Request Form;

11.1.4 Scheduling a fairness hearing on the question of whether the proposed Settlement should be finally approved as fair, reasonable, and adequate as to the Settlement Class;

11.1.5 Approving Carmelo Treviso as the Settlement Class Representative;

11.1.6 Approving Ahmed Ibrahim of AI Law, PLC, and Romney Cullers of The Becker Law Firm, PA as Class Counsel for the Settlement Class; and

11.1.7 Approving the CPT Group as Claims Administrator.

11.2 Defendant shall cooperate with Class Counsel as reasonably necessary to obtain Preliminary Approval.

XII. DUTIES OF THE PARTIES FOLLOWING PRELIMINARY COURT APPROVAL

12.1 Following preliminary approval by the Court of the Settlement, and prior to the final fairness hearing, Class Counsel shall submit a proposed Final Judgment that will be agreed

to by the Parties. The proposed Final Judgment shall:

12.1.1 Approve the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;

12.1.2 Approve Class Counsel's application for an award of Attorneys' Fees and Costs;

12.1.3 Approve the Class Representative Enhancement Payment;

12.1.4 Certify the Settlement Class for Settlement purposes in accordance with applicable legal standards and this Agreement; and

12.1.5 Dismiss this Action between the Class Representative and the Settlement Class Members, on the one hand, and Defendant on the other hand, with prejudice and permanently bar the Class Representative, and all Settlement Class Members (other than those who timely filed valid Opt-Out Requests) from further prosecuting any of the Settlement Class Member Released Claims against Defendant.

12.2 Defendant shall cooperate with Class Counsel as necessary to obtain final approval and the dismissal of the Action as to Defendant.

12.3 The Final Judgment shall not be considered final until the occurrence of the Settlement Effective Date.

XIII. MUTUAL FULL COOPERATION

13.1 The Parties agree to cooperate fully with each other to accomplish the terms of this Settlement, including but not limited to execution of all necessary documents, and to take such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court or otherwise, to effectuate the terms of

this Settlement. As soon as practicable after execution of this Settlement, Class Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the Court's Final Judgment.

XIV. STATEMENT OF NO ADMISSION

14.1 Nothing contained in this Agreement shall be construed or deemed an admission of liability, culpability, or wrongdoing. Defendant expressly denies liability for the claims asserted and specifically denies and does not admit any of the pleaded facts not admitted in its pleadings in the Action. Nor shall this Agreement constitute an admission by Defendant as to any interpretation of laws or as to the merits, validity, or accuracy of any claims made against it in the Action. Likewise, nothing in this Agreement shall be construed or deemed an admission by Class Representative or the Settlement Class with regard to the validity of any of Defendant's defenses or affirmative defenses. Each of the Parties has entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

14.2 This Agreement, and all related documents, including the Settlement Agreement Term Sheet, the certification for settlement purposes entered pursuant to this Agreement, and any Claim Forms, Requests to Opt-Out or Objections submitted by Settlement Class Members and all other actions taken in implementation of the Settlement, including any statements, discussions, or communications, and any materials prepared, exchanged, issued, or used during the course of the negotiations leading to this Agreement, are settlement documents and shall be inadmissible in evidence and shall not be used for any purpose in this Action or any other judicial, arbitral, administrative, investigative, or other court tribunal, forum, or proceeding, or any other litigation against Defendant, for any purpose, except in an action or proceeding to approve, interpret, or enforce the terms of this Agreement.

XV. AUTHORITY TO EXECUTE

15.1 The respective signatories to this Agreement each represent that they are fully authorized to enter into this Settlement on behalf of the respective Parties for submission to the Court for preliminary and final approval.

XVI. NO PRIOR ASSIGNMENTS

16.1 The Parties represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber, to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.

XVII. MISCELLANEOUS PROVISIONS

17.1 **Construction.** The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and that this Settlement shall not be construed in favor of or against any party by reason of the extent to which any party or her or his counsel participated in the drafting of this Settlement.

17.2 **Captions and Interpretations.** Paragraph titles or captions contained in this Agreement are a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision of this Agreement. Each term of this Agreement is contractual and not merely a recital.

17.3 **Modification.** This Agreement may not be changed, altered, or modified, except in a writing signed by the Parties and approved by the Court. Notwithstanding the foregoing, the Parties agree that any dates contained in this Agreement may be modified by agreement of the Parties without Court approval if the Parties agree and cause exists for such modification. This Settlement may not be discharged except by performance in accordance with its terms or by a

writing signed by the Parties.

17.4 **Integration Clause.** This Agreement, the Exhibits hereto, and any other documents delivered pursuant hereto contain the entire agreement between the Parties relating to the resolution of the Action, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged in this Agreement. No rights under this Settlement may be waived except in writing and signed by the Party against whom such waiver is to be enforced.

17.5 **Binding on Assigns.** This Settlement shall be binding upon, and insure to the benefit of, the Parties and their respective heirs, trustee, executors, administrators, successors, and assigns.

17.6 **Class Counsel Signatories.** It is agreed that because the Settlement Class Members are so numerous, it is impossible or impractical to have each Settlement Class Member execute this Settlement. The Notice, E-mail Notice, Text Message Notice (by way of a hyperlink to the Settlement Website), and Postcard Notice shall provide all Settlement Class Members with a summary of the Settlement, and will advise all Settlement Class Members of the binding nature of the release. Excepting only those Settlement Class Members who timely submit an Opt-Out Request, the Notice, E-mail Notice, Text Message Notice, and Postcard Notice shall have the same force and effect as if this Settlement was executed by each Settlement Class Member.

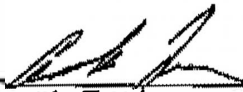
17.7 **Counterparts.** This Agreement may be executed by facsimile signature and in any number of counterparts, and when each party has signed and delivered to each other at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one and the same Agreement, which shall be binding upon and effective as to all Parties.

XVIII. CONFIDENTIALITY

19.1 Any and all negotiations related to this Agreement (including the negotiations related to the drafting of this Agreement, and any negotiations prior to preliminary approval or between the time of preliminary and final approval) will remain strictly confidential and shall not be discussed with anyone other than the Class Representative and Defendant, their retained attorneys, their accountants and financial or tax advisers, the retained consultants, and the Court, unless otherwise agreed to by Class Counsel and Defendant or unless otherwise ordered by the Court. The Parties will not issue any press release or equivalent, nor will they respond to any press or media inquiry, other than to state that the case has been settled and to direct any member of the press or media to the Settlement Website, this Agreement, and the documents filed in the Action. This provision does not prohibit the Parties from presenting to the Court as much information about their settlement negotiations as they mutually agree is necessary, or as the Court requires, to procure approval of this Settlement.

FOR PLAINTIFF AND THE SETTLEMENT CLASS

Dated: June 19, 2023



Carmelo Treviso
Plaintiff and Class Representative

Dated: June 19, 2023

Romney Cullers (0053668)
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*Attorneys for Plaintiff and the Settlement
Class*

XVIII. CONFIDENTIALITY

19.1 Any and all negotiations related to this Agreement (including the negotiations related to the drafting of this Agreement, and any negotiations prior to preliminary approval or between the time of preliminary and final approval) will remain strictly confidential and shall not be discussed with anyone other than the Class Representative and Defendant, their retained attorneys, their accountants and financial or tax advisers, the retained consultants, and the Court, unless otherwise agreed to by Class Counsel and Defendant or unless otherwise ordered by the Court. The Parties will not issue any press release or equivalent, nor will they respond to any press or media inquiry, other than to state that the case has been settled and to direct any member of the press or media to the Settlement Website, this Agreement, and the documents filed in the Action. This provision does not prohibit the Parties from presenting to the Court as much information about their settlement negotiations as they mutually agree is necessary, or as the Court requires, to procure approval of this Settlement.

FOR PLAINTIFF AND THE SETTLEMENT CLASS

Dated: June 19, 2023

Carmelo Treviso
Plaintiff and Class Representative

Dated: June 19, 2023


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Dated: June 19, 2023

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Class*

FOR DEFENDANT

Dated: June 19, 2023

James Arthur Porter
President
National Football Museum, Inc., dba Pro
Football of Fame

Dated: June 19, 2023


Scott M. Zurakowski (0069040)
Joseph J. Pasquarella (0087709)
James M. Williams (0087806)
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Dated: June __, 2023

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FOR DEFENDANT

Dated: June 19, 2023



James Arthur Porter
President
National Football Museum, Inc., dba Pro
Football of Fame

Dated: June 19, 2023



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EXHIBIT A

EMAIL NOTICE

Subject: Notification of 2016 NFL Pro Football Hall of Fame Game Class Action Settlement. Please Read.

A FEDERAL COURT ORDERED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.

YOU MAY BENEFIT FROM A PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ.

Treviso v. Pro Football Hall of Fame, Case No. 5:17-cv-00472 (N.D. Ohio)

This email is a summary of the full Notice that is available on the settlement website at www. .com

You may be eligible to receive compensation from a proposed class action settlement if you paid for and/or acquired tickets to the 2016 NFL Pro Football Hall of Fame Game.

A federal court has directed that this notice be sent to inform you of a proposed class action settlement. Records show that you paid for and/or acquired tickets to the 2016 NFL Pro Football Hall of Fame Game. Please be aware that you may not benefit from the settlement described below if you accepted reimbursement from the Pro Football Hall of Fame by submitting completed copies of the “2016 Pro Football Hall of Fame Game Reimbursement Election Form.” **If you sold, gifted or otherwise transferred your tickets to other persons, please share this notice with such persons so that they are aware of the contents of this notice.**

The Settlement will resolve a lawsuit in which claims are made that National Football Museum, Inc. dba Pro Football Hall of Fame (the “Hall of Fame” or the “Defendant”) is liable for cancelling the 2016 NFL Pro Football Hall of Fame Game in Canton, Ohio (the “Game”) due to field conditions. The Plaintiff claims that Defendant breached contracts with ticketholders. Defendant denies any wrongdoing and the Court has not decided the merit of these allegations. The parties have agreed to settle and provide benefits to Class Members in exchange for a release of claims by Class Members arising out of any of the allegations in the lawsuit, attendance at the Game, and the cancellation of the Game.

To determine if you are a Class Member eligible to receive compensation and to review a full Notice of the proposed settlement, which includes the required procedures, the deadlines, your obligations, and your options, you must visit www. .com. **You may also obtain a copy of the full Notice by calling the Claims Administrator at [insert phone number], sending an email request to the Claims Administrator at [insert e-mail address], or writing the Claims Administrator, c/o, [insert address].**

If you are an eligible Settlement Class Member, you have rights, obligations and options under the proposed Settlement. You have until [insert date] to make certain decisions and file a claim form. **Your legal rights are affected whether you act or not.**

SUMMARY OF SETTLEMENT BENEFITS AND YOUR OPTIONS

1. PARTICIPATE IN THE SETTLEMENT AND SUBMIT A CLAIM FORM

Settlement Class Members who submit a timely and valid Claim Form are eligible for reimbursement of all or a portion of certain expenses related to their ticket purchase and attending the Game, which may include certain travel and other expenses. These Settlement Class Members are given one of two (2) options: (i) making a claim based on the submission of documented expenses (Option A); or (ii) making a claim based on the submission of expenses that are not supported by documentation (Option B).

Documented Expenses – Option A

Upon providing appropriate documentation, Settlement Class members under Option A may be entitled to: (i) the actual amount spent by the Settlement Class Member to purchase one or more ticket(s) to the Game, including processing, shipping and handling, and pre-sale reservation fees, up to a maximum of \$250.00 per ticket; (ii) the actual

amount spent by the Settlement Class Member on airfare, train fare, or bus fare, up to a maximum of \$600.00 per person; (iii) the actual amount spent by the Settlement Class Member for hotel or other lodging costs for the Game, incurred for room, internet, parking and tax for no more than two (2) nights up to a maximum of \$289.00 per night per room or unit; (iv) the actual amount spent by the Settlement Class Member for ground transportation to and from an airport in Cleveland, Canton, or nearby areas to be transported to Canton, up to a maximum of \$100.00 per person. Applicable ground transportation includes rental car expenses, taxis, ride share (Uber, Lyft), shuttle buses, vans, and private car services; (v) for Settlement Class Members who drove to Canton to attend the Game in their own vehicle, the roundtrip mileage reimbursement rate of \$0.54, based on the 2016 rate approved by the Internal Revenue Service. Mileage shall be based on the mileage from the Settlement Class Member's residence to Tom Benson Stadium in Canton, Ohio, as computed by Google Maps; and (v) the actual amount spent by the Settlement Class Member for parking at the Game, up to a maximum of \$50.00 per vehicle.

To receive reimbursement under this Option A, the timely and valid Claim Form must be accompanied by documentation sufficient to prove that the Settlement Class Member actually spent funds for one or more of the items described above. **Examples of such documentation include, but is not limited to, invoices, receipts, bills, e-mail purchase or order confirmations, credit card statements, bank statements, and screen shots of purchase confirmations.**

Undocumented Expenses – Option B

Under Option B, Settlement Class Members who submit a timely and valid Claim Form, and who do not have possession of documentation to show their expenses to attend the Game, may still be eligible for reimbursement of the following expenses: (i) the face value price of the Settlement Class Member's Game ticket, plus processing and shipping and handling fees and pre-sale reservations fees paid directly to the Defendant; and (ii) an additional fixed amount of \$300.00 for the Settlement Class Member.

To receive reimbursement under this Option B, the timely and valid Claim Form must be accompanied by written, photographic, or other documented proof that the Settlement Class Member purchased or acquired one or more tickets to the Game. **Examples of such documentation include, but is not limited to, a copy or photograph of the ticket, an e-mail confirmation of a ticket purchase or receipt of a ticket, or a photograph of the Settlement Class Member inside the stadium for the Game.** These examples are provided for illustrative purposes and is not an exhaustive list of all types of documentation that may satisfy the requirements in this paragraph.

Note: Settlement Class Members under both Option A and Option B are not entitled to receive compensation for food and beverage, entertainment, souvenirs, gifts, lost earnings, vacation time, or emotional distress.

Note: Should the total claims exceed the Net Settlement Amount paid to Settlement Class Members, then payments to eligible Settlement Class Members will be reduced on a proportionately equal basis so it does not exceed the maximum amount available for distribution.

The cost of Settlement notice, administration costs, and attorneys' fees and costs will be paid by Defendant out of the total \$750,000.00 settlement amount being paid by Defendant and may affect the net Settlement paid to the Settlement Class Members.

A Claim Form may be obtained on-line at www._____.com, by calling [\[insert phone number\]](tel:_____) or by sending a written request to the Claims Administrator at [\[insert address\]](mailto:_____). Your Claim Form must be postmarked no later than [\[insert date\]](mailto:_____). For more information regarding the eligibility requirements and the settlement benefits, you may visit www._____.com. Please do not contact the Court.

2. EXCLUDE YOURSELF FROM THE SETTLEMENT

This is the only option that allows you to bring your own lawsuit against Defendant for the same types of claims alleged in this matter. Your request for exclusion must be mailed to the Claims Administrator and postmarked no later than [\[insert date\]](mailto:_____). The full Notice, available at www._____.com, explains how to exclude yourself. Please do not contact the Court.

3. OBJECT TO OR COMMENT ON THE SETTLEMENT/ATTEND THE FINAL APPROVAL HEARING

If you do not exclude yourself, you can write the Court and mail a copy to the Claims Administrator and one of Class Counsel about why you do, or do not, support the proposed settlement or any of its provisions, and about speaking to the Court about the fairness of the proposed settlement. The Court will hold a hearing on [insert day of the week, date, and time] to determine whether the settlement should be finally approved. Your objection or comments must be filed with the Court and mailed with a postmark no later than [insert date]. You can also attend this hearing, but you do not have to. The full Notice, available at www._____.com, explains how to object or comment on the proposed settlement and the procedures you need to follow if you intend to appear at the Fairness Hearing.

4. DO NOTHING

If the proposed settlement is approved and you do nothing, you will automatically be included in the Settlement Class and give up your right to be part of any other lawsuit regarding the same issues raised in this litigation. You will not be eligible to receive compensation from the Settlement unless you submit a Claim Form as described above.

FINAL FAIRNESS HEARING

On [insert day of the week, date, and time], a hearing will be held in the East Chambers, Room 328 of the Howard M. Metzbaum U.S. Courthouse, 201 Superior Avenue, Cleveland, Ohio 44114. The purpose of the hearing is for the Court to decide whether the proposed settlement is fair, reasonable and adequate and should be approved. The Court will also decide whether a final judgment should be entered dismissing this lawsuit, and the amounts of attorneys' fees, reimbursement of litigation and class notice/claims administration expenses, and incentive award to the Settlement Class Representative. This hearing may be postponed without further notice.

To get complete information about the proposed settlement, copies of the full Notice and claim form as well as the deadline, your obligations, and your options, you must visit www._____.com, calls the Claims Administrator toll-free at [insert phone number], or send an email to [insert e-mail address]. Do not contact the Court.

Please do not reply to this message. We are unable to respond to inquiries sent in reply to this email. To contact us, please access the official Settlement Website at www._____.com.

EXHIBIT B

This notice is to inform you of a proposed settlement of a class action lawsuit for 2016 NFL Pro Football Hall of Fame Game ticketholders. The Pro Football Hall of Fame's records indicate you may be a class member. If you did not accept reimbursement from the Hall of Fame, visit www.<<caseURL>>.com for more information related to the proposed settlement. This is a court-approved legal notice. If you sold, gifted or otherwise transferred your tickets to other persons, please share this notice with such persons so that they are aware of the contents of this notice.

EXHIBIT C

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OHIO

Treviso v. Pro Football Hall of Fame, No. 5:17-cv-00472 (N.D. Ohio)

A FEDERAL COURT ORDERED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.

YOU MAY BENEFIT FROM A PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ.

You may be eligible to receive compensation from a proposed class action settlement if you paid for and/or acquired tickets to the 2016 Pro Football Hall of Game (the "Game"). However, you may not benefit from the settlement described below if you accepted reimbursement from the Pro Football Hall of Fame by submitting completed copies of the "2016 Pro Football Hall of Game Reimbursement Election Form." **If you sold, gifted or otherwise transferred your tickets to other persons, please share this notice with such persons so that they are aware of the contents of this notice.**

The settlement will resolve a lawsuit in which claims are made that National Football Museum, Inc. dba Pro Football Hall of Fame (the "Hall of Fame") is liable for cancelling the Game due to field conditions. The Hall of Fame denies any wrongdoing and the Court has not decided the merits of these allegations.

Class members eligible to receive compensation who submit a timely and valid Claim Form may be reimbursed for all or a portion of certain expenses related to their ticket purchase and attending the Game, which may include certain travel and other expenses. Class Members are given one of two (2) options: (i) making a claim based on the submission of documented expenses (Option A); or (ii) making a claim based on the submission of expenses that are not supported by documentation (Option B). Specific instructions on how and by when to submit a Claim Form can be found at www. .com.

To determine if you are a Class Member eligible to receive compensation and to review a full Notice of the proposed settlement, which includes the required procedures, the deadlines, your obligations, and your options, you must visit www. .com. You may also obtain a copy of the full Notice by calling the Claims Administrator at [\[insert phone number\]](tel: [insert phone number]) or writing the Claims Administrator, c/o [\[insert address\]](mailto: [insert address]).

You have until [\[insert date\]](#) to make certain decisions about opting out of or objecting to the Settlement or to file a Claim Form. **Your legal rights are affected whether you act or not.** The Court will hold a Fairness Hearing on [\[insert date\]](#) to determine, among other things, if the proposed Settlement is fair, reasonable and adequate. The Court will also decide whether a final judgment should be entered dismissing this lawsuit, and the amounts of attorneys' fees, reimbursement of litigation and class notice/claims administration expenses, and incentive award to the Settlement Class Representative. This hearing may be postponed without further notice.

EXHIBIT D

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

UNITED STATES DISTRICT COURT for the NORTHERN DISTRICT OF OHIO

Attention: Did You Have a Ticket to the 2016 NFL Pro Football Hall of Fame Game Between the Green Bay Packers and Indianapolis Colts? If so, you may be part of a class action settlement:

Treviso v. Pro Football Hall of Fame, Case No. 5:17-cv-00472 (N.D. Ohio) (the “Action”)

IMPORTANT

PLEASE READ THIS NOTICE CAREFULLY
 THIS NOTICE RELATES TO THE PENDENCY OF A CLASS ACTION LAWSUIT AND, IF YOU
 ARE A SETTLEMENT CLASS MEMBER, CONTAINS
 IMPORTANT INFORMATION ABOUT YOUR RIGHTS TO OBJECT TO THE SETTLEMENT

A federal court has authorized this notice. This is not an advertisement. You are not being sued or restrained.

This notice is to inform you of a proposed settlement of a class action lawsuit in the United States District Court for the Northern District of Ohio, that includes all persons who paid for and/or acquired tickets to the 2016 NFL Pro Football Hall of Fame Game in Canton, Ohio (the “Game”), which was cancelled. The class action excludes all persons who accepted reimbursement from the Pro Football Hall of Fame (the “Hall of Fame” or the “Defendant”) by submitting completed copies of “The 2016 Pro Football Hall of Fame Game Reimbursement Election Form” to the Hall of Fame. **If you sold, gifted or otherwise transferred your tickets to other persons, please share this notice with such persons so that they are aware of the contents of this notice.**

YOUR LEGAL RIGHTS* AND OPTIONS IN THIS SETTLEMENT**

SUBMIT A CLAIM	The only way to get a payment. Submit your claim by mail or online submission no later than [insert date] .
EXCLUDE YOURSELF	Get no payment, but retain your ability to file your own separate lawsuit. This is the only option that allows you to retain a possible claim against Defendant concerning the cancellation of the Game or the issues being settled now. You must exclude yourself from the Settlement Class no later than [insert date] .
COMMENT OR OBJECT TO THE PROPOSED SETTLEMENT	Write to the Court no later than [insert date] about why you do, or do not, like the proposed Settlement.
ATTEND A HEARING ON [INSERT DATE]	Ask to speak to the Court about the proposed Settlement at the Final Approval Hearing.
DO NOTHING	Get no payment. You will not retain a possible claim against Defendant concerning the cancellation of the Game or the issues being settled now.

**These rights, options, and the deadlines to exercise them are explained in this notice.*

***The Court overseeing this case still has to decide whether to approve the Settlement.*

BASIC INFORMATION

1. What is this notice and why should I read it?

This notice is to inform you of a proposed Settlement of a class action lawsuit entitled *Treviso, et al. v. National Football Museum, Inc. dba Pro Football Hall of Fame*, No. 5:17-cv-00472, brought on behalf of the Settlement Class, and pending in the United States District Court for the Northern District of Ohio. The Court has granted preliminary approval of the Settlement and has set a Final Approval Hearing (also referred to as the “Fairness Hearing”) to take place on [insert day of week, date, and time] in the East Chambers, Room 328, of the Howard M. Metzenbaum U.S. Courthouse, 201 Superior Avenue, Cleveland, Ohio 44114, to determine if the Settlement is fair, reasonable, and adequate. **Note:** This date and time are subject to change by Court Order and may change without further notice to the Class.

This notice describes the proposed Settlement. Your rights and options – **and the deadlines to exercise them** – are explained in this notice. If you are a Settlement Class Member, your legal rights are affected regardless of whether you act.

2. What is this lawsuit about?

This lawsuit arises out of the Game scheduled to take place between the Green Bay Packers and Indianapolis Colts on August 7, 2016 in Canton, Ohio. On that day, after the Game was scheduled to begin, Defendant cancelled the Game due to field conditions. Plaintiff filed suit on behalf of ticketholders who were denied the chance to watch the Game. Plaintiff claims that Defendant breached contracts with ticketholders. Defendant denies wrongdoing and makes no admission of liability by agreeing to the proposed Settlement described in this Notice. Nonetheless, the parties have found it desirable that the Action be fully and finally settled in the manner and upon the terms and conditions described in this Notice.

3. Why is this a class action?

In a class action, one or more people called “Class Representatives” (in this case, Carmelo Treviso) sue on behalf of themselves and other people who have similar legal claims. This group of people is called the “Class,” and the people in this Class are called “Class Members.” One court resolves one or more of the issues in this case for all Class Members, except for those who exclude themselves from the Class.

The parties have agreed to this proposed Settlement, subject to certain limitations described in this Notice. The Court has preliminarily approved this proposed Settlement and will hold a hearing to decide whether it should be finally approved. (See Section 10 below). United States District Judge Christopher A. Boyko is in charge of this class action. This proposed Settlement will not become effective unless it is finally approved.

4. Who is a member of the class covered by the proposed Settlement?

You are included in the Settlement if you:

- Paid for, or acquired, tickets to the 2016 NFL Pro Football Hall of Fame Game

- Have **not** accepted reimbursement from the Pro Football Hall of Fame by submitting completed copies of “The 2016 Pro Football Hall of Fame Game Reimbursement Election Form.”

You do not need to do anything to become part of the Class, *but you must complete and deliver to the Claims Administrator the Claim Form in order to be eligible to receive any benefit from the Settlement.*

Excluded from the Class are all persons who accepted reimbursement from the Hall of Fame by submitting completed copies of “The 2016 Pro Football Hall of Fame Game Reimbursement Election Form” to the Hall of Fame.

If you do not exclude yourself from the Class (as explained below), you will be a Settlement Class Member, and you will be bound by all proceedings, orders, and judgments entered in connection with the proposed Settlement, including the release and dismissal with prejudice described below.

The Court has appointed the following lawyers as Class Counsel to represent the Settlement Class for purposes of the proposed Settlement:

Ahmed Ibrahim
AI Law, PLC
4695 MacArthur Court, Suite 1100
Newport Beach, CA 92660
Ph: (949) 266-1240

Romney Cullers
The Becker Law Firm
1111 Superior Avenue East, Suite 400
Cleveland, Ohio 44114
Ph: (800) 826-2433

5. What are the monetary benefits I could be entitled to under the Settlement?

Settlement Class Members who submit a timely and valid Claim Form are eligible for reimbursement of certain expenses related to their ticket purchase and attending the Game, which may include certain travel and other expenses. These Settlement Class Members are given one of two (2) options: (i) making a claim based on the submission of documented expenses (Option A); or (ii) making a claim based on the submission of expenses that are not supported by documentation (Option B).

Documented Expenses – Option A

Settlement Class Members who submit a timely and valid Claim Form may be eligible for reimbursement of the following expenses:

- (i) The actual amount spent by the Settlement Class Member to purchase one or more ticket(s) to the Game, including processing, shipping and handling, and pre-sale reservation fees, up to a maximum of \$250.00 per ticket.
- (ii) The actual amount spent by the Settlement Class Member on airfare, train fare, or bus fare, up to a maximum of \$600.00 per person.

- (iii) The actual amount spent by the Settlement Class Member for hotel or other lodging costs for the Game, incurred for room, internet, parking and tax for no more than two (2) nights up to a maximum of \$289.00 per night per room or unit.
- (iv) The actual amount spent by the Settlement Class Member for ground transportation to and from an airport in Cleveland, Canton, or nearby areas to be transported to Canton, up to a maximum of \$100.00 per person. Applicable ground transportation includes rental car expenses, taxis, ride share (Uber, Lyft), shuttle buses, vans, and private car services.
- (v) For Settlement Class Members who drove to Canton to attend the Game in their own vehicle, the roundtrip mileage reimbursement rate of \$0.54, based on the 2016 rate approved by the Internal Revenue Service. Mileage shall be based on the mileage from the Settlement Class Member's residence to Tom Benson Stadium in Canton, Ohio, as computed by Google Maps.
- (vi) The actual amount spent by the Settlement Class Member for parking at the Game, up to a maximum of \$50.00 per vehicle.

To receive reimbursement under this Option A, the timely and valid Claim Form must be accompanied by documentation sufficient to prove that the Settlement Class Member actually spent funds for one or more of the items described above. **Examples of such documentation include, but is not limited to, invoices, receipts, bills, e-mail purchase or order confirmations, credit card statements, bank statements, and screen shots of purchase confirmations.**

Undocumented Expenses – Option B

Under Option B, Settlement Class Members who submit a timely and valid Claim Form, and who do not have possession of documentation to show their expenses to attend the Game, may still be eligible for reimbursement of the following expenses:

- (i) The face value price of the Settlement Class Member's Game ticket, plus processing and shipping and handling fees and pre-sale reservations fees paid directly to Defendant.
- (ii) An additional fixed amount of \$300.00 for the Settlement Class Member.

To receive reimbursement under this Option B, the timely and valid Claim Form must be accompanied by written, photographic, or other documented proof that the Settlement Class Member purchased or acquired one or more tickets to the Game. **Examples of such documentation include, but is not limited to, a copy or photograph of the ticket, an e-mail confirmation of a ticket purchase or receipt of a ticket, or a photograph of the Settlement Class Member inside the stadium for the Game.** These examples are provided for illustrative purposes and is not an exhaustive list of all types of documentation that may satisfy the requirements in this paragraph.

Note: Settlement Class Members under both Option A and Option B are not entitled to receive compensation for food and beverage, entertainment, souvenirs, gifts, lost earnings, vacation time, or emotional distress.

Note: Should the total claims exceed the Net Settlement Amount (as defined in the Settlement Agreement itself) paid to Settlement Class Members, then payments to eligible Settlement Class Members will be reduced on a proportionately equal basis so it does not exceed the maximum amount available for distribution.

6. How can I make a claim and get a payment?

To obtain a payment, you must complete and submit a Claim Form. A Claim Form is enclosed with this Notice. You can submit a Claim Form with the necessary documentation online by visiting the Settlement website at [\[insert website url\]](#). You can also submit a completed Claim Form with the necessary documentation by mail. For a Claim to be timely, the completed Claim Form must be submitted online no later than 11:59 p.m. Pacific Time on [\[insert date\]](#), or if submitted by regular mail, postmarked no later than [\[insert date\]](#) and mailed to:

[\[insert mailing address\]](#)

If your Claim is approved, you may elect to receive your payment via paper check or electronic means, such as Paypal, Venmo, or Zelle.

Important: If you do not submit your Claim Form on time with appropriate supporting documentation, you will be deemed to have waived your right to receive any payment from the Settlement

The Claim Form must be signed (either physically or by electronic means). By signing your Claim Form, you will be confirming that the information you submit is true and accurate.

7. How are attorneys' fees and reimbursement of expenses handled?

Since the Action began in August 2016, two law firms have devoted substantial resources and expenditures in addressing the issues raised by the lawsuit purely on a contingent basis, and these two law firms have received no compensation for their services or reimbursement for their expenses. As part of the proposed Settlement, subject to Court approval, Class Counsel will apply for attorneys' fees not to exceed \$187,500.00, costs not to exceed \$100,000.00, and class notice and claims administration costs not to exceed \$100,000.00, which Defendant has agreed to pay. In addition, application will be made for an incentive award in the amount of \$5,000.00 for the named plaintiff (called the "Settlement Class Representative") in the Action. This is to recognize his initiative and effort in pursuing the matter on behalf of the Settlement Class. Amounts approved by the Court for Class Counsels' attorneys' fees, costs, class notice and claims administration costs, and the payment to the Settlement Class Representative will be paid by Defendant out of the total \$750,000.00

settlement amount and may affect the net Settlement amount available for distribution to the Settlement Class Members.

8. What happens if the Court approves the proposed Settlement?

If the Court approves the proposed Settlement, it will enter a judgment dismissing the Action with prejudice, and releasing all related legal claims against Defendant and parties related to them. This means that Settlement Class Members will be forever barred from bringing, continuing, or being part of any other lawsuit based on their attendance of the Game, the cancellation of the Game, and any of the allegations in the Action. If you are a Settlement Class Member and do not want to be barred from bringing, continuing, or being part of such a lawsuit, you must exclude yourself from the Class and the proposed Settlement.

The release applicable to Settlement Class Members if the Settlement is approved includes the following:

“All Releasing Settlement Class Members hereby release and discharge the National Football Museum, Inc. doing business as Pro Football Hall of Fame, the National Football League and each of its thirty-two member clubs (including, but not limited to Green Bay Packers, Inc., and Indianapolis Colts, Inc.), and each of those entities respective affiliates, parents, subsidiaries, and each of their officers, directors, agents, shareholders, attorneys, employees, agents, contractors, sponsors, licensees, representatives and all of their successors, assigns and heirs and/or administrators and executors (collectively the “Released Parties”), from and against any and all claims, demands, allegations, liabilities, actions, damages, costs (including attorneys’ fees) and causes of action, of whatever kind or nature, whether known or unknown, suspected or unsuspected, contingent or fixed, that have been, could have been, and/or may in the future be asserted by, or on behalf of, all Releasing Settlement Class Members in any legal proceeding arising out of or relating in any way to the cancellation of the 2016 Pro Football Hall of Fame Game (“Released Claims”). Claims that fall within the definition of Released Claims include all of those asserted in any lawsuit that has been, or may be, filed relating to the cancellation of the 2016 Pro Football Hall of Fame Game, including but not limited to those asserted in this litigation.”

9. What are my options and deadlines?

If you are a Class Member, you have the following options:

- (a) **Participate by making a claim.** To participate in the proposed Settlement, you must complete and submit a Claim Form, with supporting documentation, as described above. You do not need to do anything else to participate. If you submit a valid claim, with supporting documentation, on time, and if the Court approves the proposed Settlement, and the judgment becomes final, then payment by check or electronic means selected by you will be sent to you upon appropriate verification by the Claims Administrator.
- (b) **Request to be excluded.** If you wish to exclude yourself from the Settlement, you must submit a Request to Opt-Out online at [\[insert website url\]](#), or by mail no later than [\[insert date\]](#), stating:

- Your name, address, telephone number, and email address; and
- That you wish to be excluded from the Settlement in the Action *Carmelo Treviso, et al. v. National Football Museum Inc., dba Pro Football Hall of Fame*, Case No. 5:17-cv-00472

If you choose to mail your Request to Opt-Out, you must mail your Opt-Out Request Form (available at [insert website url]) postmarked no later than [insert date] to [insert name and address of Claims Administrator] If you submit a valid exclusion request on time, you cannot obtain a payment under the proposed Settlement. You will not be bound by the final judgment, and you will not be giving up any claims that you might have against Defendant.

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. Requests for exclusion that do not comply with any of the foregoing requirements will not be accepted.

If you do not properly exclude yourself, all of your claims relating to the proposed Settlement will be released and you will be barred from bringing or becoming a part of a lawsuit about those claims. You will be barred even if you do not submit a claim under the proposed Settlement. In other words, if you do nothing at all, your claims will be released, and you will not receive any compensation under the proposed Settlement.

- (c) **Comment or Object.** If you are a Class Member, and do not exclude yourself, you may comment on or object to the proposed Settlement. Objecting is not the same as excluding yourself. If you object and the proposed Settlement is approved, you will still be bound by the final judgment and your claims will be released.

You must submit your written comment or objection as follows:

- On the first page, please include prominent reference to *Carmelo Treviso, et al. v. National Football Museum Inc., dba Pro Football Hall of Fame*, Case No. 5:17-cv-00472.

Your objection or comment must include:

- Your full name, address, and telephone number;
- That you paid for and/or acquired a ticket to the cancelled Game;
- A brief explanation of your comment or basis for objection (including why you believe the Settlement is not in the best interests of the Settlement Class Members);
- Any papers or documents that you would like to submit to support your comment or objection; and

- Your signature.

If you wish to speak at the Fairness Hearing (described below), you must also state in your objection or comment that you intend to appear and speak at the hearing. If you do not include this statement, you will not be entitled to speak at the hearing.

You must file your objection or comment with the Court on or before [insert date]. In addition, your objection or comment must be mailed to the Clerk of Court at the address listed below, with copies also mailed to the Claims Administrator and, at least, *one* of the Class Counsel. They must be mailed and postmarked no later than [insert date]. The mailing addresses for the Clerk of the Court, Class Counsel and the Claims Administrator are as follows:

Clerk of Court

Carl B. Stokes United States
Courthouse
801 West Superior Avenue
Cleveland, Ohio 44113

Class Counsel

Ahmed Ibrahim
AI Law, PLC
4695 MacArthur Court
Suite 1100
Newport Beach, CA 92660

Class Counsel

Romney Cullers
The Becker Law Firm
111 Superior Avenue East
Suite 400
Cleveland, Ohio 44114

Claims Administrator

[insert mailing address]

E-mailed or online submissions of your objection or comment are insufficient. They must be mailed in accordance with the instructions above.

10. When is the Fairness Hearing?

On [insert day of week, date, and time] a hearing will be held in the East Chambers, Room 238, of the Howard M. Metzenbaum U.S. Courthouse, 201 Superior Avenue, Cleveland, Ohio 44114. The purpose of the hearing is for the Court to decide whether the proposed Settlement is fair, reasonable and adequate and should be approved. The Court will also decide whether a final judgment should be entered dismissing this Action, and the amount of attorneys' fees, reimbursement of litigation and class notice/claims administration expenses, and incentive award to the Settlement Class Representative. This hearing may be postponed without further notice.

Your attendance is not required, even if you properly mailed a written objection or comment. If you or your personal attorney still want to attend the hearing, you are welcome to do so at your expense. To speak at the hearing, you or your personal attorney must file with the Court a paper that is called a "Notice of Appearance." The Notice of Appearance must state: (1) the name and number of the lawsuit: *Carmelo Treviso, et al. v. National Football Museum Inc., dba Pro Football Hall of Fame*, Case No. 5:17-cv-00472; (2) that you wish to appear and speak at the Fairness Hearing; and (3) your name, address, telephone number and signature. Your Notice of Appearance must be entered on or before [insert date 10 days before Fairness Hearing]

The Notice of Appearance must be filed with the Court at the following address:

Clerk of Court
Carl B. Stokes United States Courthouse
801 West Superior Avenue
Cleveland, Ohio 44113

11. How do I get more information?

You can get more information at the Settlement **website at [insert website url]**. You can also view the Settlement Agreement and related legal papers, and download a Claim Form on this website.

You can also get more information by calling the Claims Administrator **toll free at [insert phone number]**; sending an **e-mail to [insert e-mail address]** or by sending a written inquiry to Class Counsel at their addresses listed above.

If you think you may be a member of the Class, but did not receive this notice by mail or e-mail, please contact the Claims Administrator using one of the contact methods above or contact Class Counsel to provide a current address and e-mail address

If you sold, gifted or otherwise transferred your tickets to other persons, please share this notice with such persons so that they are aware of the contents of this notice.

PLEASE DO NOT CONTACT THE COURT, THE PRO FOOTBALL HALL OF FAME, THE NATIONAL FOOTBALL LEAGUE, THE GREEN BAY PACKERS, THE INDIANAPOLIS COLTS, OR ANY OTHER NFL FRANCHISE ABOUT THIS LAWSUIT.

Dated: _____, 2023

The Honorable Christopher A. Boyko

United States District Judge

EXHIBIT E

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OHIO

Case No. 5:17-cv-00472

www.InsertURLHere.com

OPT-OUT REQUEST FORM

PART 1: YOUR INFORMATION

First Name

M.I.

Grid for First Name (24 boxes)

Grid for M.I. (2 boxes)

Last Name

Phone Number

Grid for Last Name (24 boxes)

Grid for Phone Number (12 boxes)

Mailing Address: Number and Street or P.O. Box

Grid for Mailing Address (30 boxes)

City

State

Zip Code

Grid for City (24 boxes)

Grid for State (2 boxes)

Grid for Zip Code (5 boxes)

Email Address

Grid for Email Address (30 boxes)

PART 2: SIGN AND DATE

I am a potential Settlement Class Member and I am requesting to be excluded from the Settlement in Carmelo Treviso, et al., v. National Football Museum Inc., dba Pro Football Hall of Fame, Case No. 5:17-cv-00472 (N.D. Ohio). I understand that by submitting this Opt-Out Request Form I am requesting exclusion from this Settlement, and I will not receive a Settlement payment.

Your Signature

Date (MM/DD/YYYY)

Signature box

Grid for Date (8 boxes with slashes)

This form must be completed and mailed to the Claims Administrator at the address below and be postmarked by [redacted], 2023.

Pro Football Hall of Fame Settlement

ATTN: Exclusion Request

ADDRESS

CITY, ST ZIP

EXHIBIT F

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OHIO

Case No. 5:17-cv-00472

www.[InsertURLHere.com](#)

GENERAL INFORMATION

This Claim Form is for Settlement Class Members. Settlement Class Members are all persons who paid for and/or acquired tickets to the 2016 NFL Hall of Fame Game, excluding those who accepted reimbursement from the Pro Football Hall of Fame by submitting completed copies of “The 2016 Pro Football Hall of Fame Game Reimbursement Election Form” to the Pro Football Hall of Fame, and all past and present employees, officers, and directors of the Pro Football Hall of Fame. To receive a payment from the Settlement, you must complete and submit this form.

HOW TO COMPLETE THIS CLAIM FORM

- There are two ways to submit this Claim Form to the Claims Administrator: (a) online at [www.InsertURLHere.com](#); or (b) by U.S. Mail to the following address: **APPROPRIATE ADDRESS OF CPT GROUP**. Your Claim Form must be submitted by _____, 2023. If you submit your claim by U.S. mail, make sure the completed and signed Claim Form is postmarked by _____, 2023.
- You must complete the entire Claim Form. Please type or write your responses legibly.
- If your Claim Form is incomplete or missing information, the Claims Administrator may contact you for additional information. If you do not respond by the deadline provided by the Claims Administrator for you to supply any such additional information, your claim may not be processed, and you may waive your right to receive money under the Settlement.
- You may only submit one Claim Form.
- Submission of the Claim Form does not guarantee payment. Your Claim Form must be approved by the Claims Administrator.
- If you have any questions, please contact the Claims Administrator by email at [\[insert EMAIL address\]](#), by telephone at [\[insert TELEPHONE number\]](#), or by U.S. mail at the address listed above.
- **You must notify the Claims Administrator if your contact or payment information changes after you submit your Claim Form. If you do not, even if you submit a valid claim under the Settlement, you may not receive your Settlement payment.**
- **DEADLINE** -- If you submit a claim by U.S. mail, the completed and signed Claim Form must be postmarked by _____, 2023. If submitting a Claim Form online, you must do so by **11:59 p.m. PST on _____, 2023.**

INSTRUCTIONS AND DEFINITIONS FOR ‘OPTION A’ BELOW

- “Ticket(s)” means the actual documented amount spent by Settlement Class Members to purchase one or more ticket(s) to the Game, including processing, shipping and handling, and pre-sale reservation fees, up to a maximum of \$250 per ticket.
- “Transportation to Canton Area” means the actual documented amount spent by Settlement Class Members on airfare, train fare, or bus fare, up to a maximum of \$600 per person.
- “Lodging” means the actual documented amount spent by Settlement Class Members for hotel or other lodging costs for the Game incurred for room, Internet, parking and tax for no more than two (2) nights up to a maximum of \$289 per night per room or unit.
- “Ground Transportation” means the actual documented amount spent by Settlement Class Members for ground transportation to and from an airport in Cleveland, Canton, or nearby areas to be transported to Canton, up to a maximum of \$100 per person. Compensable ground transportation shall include rental car expenses, taxis and ride share (e.g., Uber, Lyft), shuttle buses and vans, and private car services.
- “Mileage” means, for those Settlement Class Members who drove to the Canton area to attend the Game in their own vehicle, the roundtrip mileage based on 2016 mileage reimbursement rates approved by the Internal Revenue Service from the Settlement Class Member’s residence to Tom Benson Stadium in Canton, Ohio, as computed by Google Maps.
- “Parking” means the actual documented amount spent by Settlement Class Members for parking for the Game, up to a maximum of \$50 per vehicle.
- Documented Expenses shall not include any other expenses or forms of compensation other than those categories of expenses listed above. Accordingly, by way of example and not limitation, Settlement Class Members shall not be entitled to receive compensation under this Agreement for food and beverage, entertainment, souvenirs, gifts, lost earnings or vacation time, or emotional distress.
- Acceptable proof of expenditure documents includes, but are not limited to, invoices, receipts, bills, e-mail purchase or order confirmations, credit card statements, bank statements, and screen shots of purchase confirmations.

- For Settlement Class Members traveling in family and/or friend groups and sharing costs, the Settlement Class Members who actually paid the costs shall be entitled to compensation under Option A and thus must be the person(s) who submits a valid Claim Form with required documentation as described above.

INSTRUCTIONS AND DEFINITIONS FOR ‘OPTION B’ BELOW

- “Face Value of Ticket(s)” means the face value price of the Game ticket, plus processing and shipping and handling fees and pre-sale reservation fees paid directly to the Pro Football Hall of Fame.
- In addition to the Face Value of Ticket(s), those Settlement Class Members who elect Option B are entitled to an additional fixed amount of \$300 per Settlement Class Member.
- Undocumented Expenses shall not include any other expenses or forms of compensation other than those categories of expenses listed above. Accordingly, by way of example and not limitation, Settlement Class Members shall not be entitled to receive compensation under this Agreement for food and beverage, entertainment, souvenirs, gifts, lost earnings or vacation time, or emotional distress.
- To receive compensation for Undocumented Expenses under Option B, a Settlement Class Member’s Claim Form must be accompanied by written, photographic, or other documented proof that he or she purchased or acquired one or more tickets to the Game. This may include any form or type of documentation that demonstrates that the Settlement Class Member submitting a Claim Form purchased a ticket, possessed a ticket, and/or was present inside or near Tom Benson Hall of Fame Stadium for the Game shall be sufficient proof to satisfy the requirement of this Paragraph. Examples include a copy or photograph of the ticket, an e-mail confirmation of a ticket purchase or receipt of a ticket, or a photograph of the Settlement Class Member inside the stadium for the Game. These examples are provided for illustrative purposes and is not an exhaustive list of all types of documentation that may satisfy the requirement of this Paragraph.

CLAIM FORM

For INDIVIDUAL (NATURAL PERSONS) use only. Not for business claims.

See pages 1-2 for Additional Instructions and Definitions

PART 1: CLAIMANT INFORMATION

First Name of Class Member

M.I.

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Last Name of Class Member

Phone Number

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Class Member's (or Estate Representative's) Mailing Address: Number and Street or P.O. Box

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City

State

Zip Code

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Email Address

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Provide Last 4 Digits of Social Security Number

Provide Date of Birth (Month and Year)

X	X	X	-	X	X	-						OR			/	X	X				
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PLEASE ELECT AND COMPLETE ONLY ONE OF THE FOLLOWING OPTIONS:

PART 2: DOCUMENT EXPENDITURES

OPTION A

EXPENDITURE TYPE	EXPENDITURE TOTAL AMOUNT	PROOF OF EXPENDITURE						
Ticket(s)	\$ <table border="1" style="display: inline-table; width: 100px;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table> . <table border="1" style="display: inline-table; width: 40px;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table>							<input type="checkbox"/> Attached <input type="checkbox"/> Not Available*
Transportation to Canton Area	\$ <table border="1" style="display: inline-table; width: 100px;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table> . <table border="1" style="display: inline-table; width: 40px;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table>							<input type="checkbox"/> Attached <input type="checkbox"/> Not Available*
Lodging	\$ <table border="1" style="display: inline-table; width: 100px;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table> . <table border="1" style="display: inline-table; width: 40px;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table>							<input type="checkbox"/> Attached <input type="checkbox"/> Not Available*
Ground Transportation	\$ <table border="1" style="display: inline-table; width: 100px;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table> . <table border="1" style="display: inline-table; width: 40px;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table>							<input type="checkbox"/> Attached <input type="checkbox"/> Not Available*
Mileage	\$ <table border="1" style="display: inline-table; width: 100px;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table> . <table border="1" style="display: inline-table; width: 40px;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table>							<input type="checkbox"/> Attached <input type="checkbox"/> Not Available*
Parking	\$ <table border="1" style="display: inline-table; width: 100px;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table> . <table border="1" style="display: inline-table; width: 40px;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table>							<input type="checkbox"/> Attached <input type="checkbox"/> Not Available*

OPTION B

EXPENDITURE TYPE	TOTAL VALUE	PROOF OF EXPENDITURE						
Face Value of Ticket(s)	\$ <table border="1" style="display: inline-table; width: 100px;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table> . <table border="1" style="display: inline-table; width: 40px;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table>							<input type="checkbox"/> Attached <input type="checkbox"/> Not Available*

**If you do not provide proof of expenditure, you will not be eligible for a cash refund for that expenditure.*

