

## LEGAL NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

### IF YOU OWNED A ST. LOUIS RAMS PERSONAL SEAT LICENSE, OR "PSL," A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

*A federal court authorized this notice.*

- This notice informs you of a proposed settlement of three class action lawsuits called *McAllister v. The St. Louis Rams, LLC*, No. 4:16-CV-00172-SNLJ, *Envision v. The St. Louis Rams, LLC*, No. 4:16-CV-00262, and *Arnold v. The St. Louis Rams, LLC*, No. 4:16-CV-00297. This settlement affects individuals who owned personal seat licenses, or "PSLs," as of the end of the 2015 NFL football season. PSLs were contracts that provided their owners certain rights to purchase season tickets to St. Louis Rams home games.
- If you meet the qualifications to be a Class Member, the proposed settlement, if approved, will pay you an Award based on your PSL's tier price in the Dome at America's Center in St. Louis, Missouri, for each PSL you owned, as follows:

PSL Tier Price	Pay-Out for Qualified Claim
\$250	\$75
\$500	\$150
\$1,000	\$300
\$2,500	\$750
\$3,000	\$900
\$4,500	\$1,350

- The settlement resolves plaintiffs' allegations that, when the Rams relocated to Los Angeles, the Rams violated rights that the plaintiffs had under two types of PSL agreements: the Rams PSL Agreement and the FANS PSL Agreement. The Court has certified a class for each type of agreement, so that there is a "Rams Class" and a "FANS Class." The Rams deny all claims of wrongdoing and have agreed to a proposed Settlement Agreement in order to avoid incurring further expenses and burdens relating to this lawsuit.
- The settlement avoids costs and risks from continuing the lawsuit; pays money to Class Members; and releases the Rams from liability.
- Lawyers for the Rams Class and FANS Class will ask the Court to order the Rams to pay fees and expenses for investigating the facts, litigating the case, and negotiating the settlement. The Rams have agreed not to oppose Class Counsel's request for payments up to \$7,400,000 for attorneys' fees and expenses and \$50,000 in the aggregate to the class representatives. Any amount approved by the Court for fees and expenses will not alter the amount paid to Class Members.
- Your legal rights are affected whether you act, or don't act. Read this notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>SUBMIT A CLAIM FORM</b>	The only way to find out if you qualify for a payment.
<b>EXCLUDE YOURSELF</b>	Opt-out and get no payment. Unless you exclude yourself, you give up any right to sue the Rams for the claims that this settlement resolves.
<b>OBJECT</b>	Write to the Court about why you don't like the settlement. You will remain a part of the Class and will be entitled to payment if you qualify and submit a claim form, but may still object to the settlement.
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the settlement.
<b>DO NOTHING</b>	Get no payment. Give up rights.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals (if there are any) are resolved. Please be patient.

QUESTIONS? CALL **INSERT TELEPHONE NUMBER** TOLL FREE

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## BASIC INFORMATION

### 1. Why did I receive notice of the proposed settlement?

Information indicates that you may have owned a PSL as of the end of the 2015 NFL football season. The Court authorized this notice because you have a right to know about a proposed settlement of this class action lawsuit, which has been preliminarily approved by the Court, and about all of your options, before the Court decides whether to finally approve the settlement. If the Court approves it, and after appeals, if any, are resolved, an administrator approved by the Court will make the payments that the settlement allows. You will be informed of developments on this website. The information below explains the lawsuit, the settlement, your rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Eastern District of Missouri, and the case is known as *McAllister, et al. v. The St. Louis Rams, LLC*, Nos. 4:16-CV-00172-SNLJ, 4:16-CV-00262, 4:16-CV-00297. The plaintiffs are Ronald McAllister; Envision, LLC; Edward Mock; Robert Bohm; Sue Bohm; Richard Arnold; R. McNeely Cochran; and Brad Pearlman. The St. Louis Rams, LLC is the defendant.

### 2. What is this lawsuit about?

Several named plaintiffs sued the Rams, alleging that they violated rights that the plaintiffs have under certain contracts. Those contracts gave the plaintiffs licenses, called “personal seat licenses” or “PSLs,” to purchase season tickets to St. Louis Rams home games.

Two PSL contracts exist. The first, known as “the FANS PSL Agreement” was used by an entity known as FANS, Inc., to sell PSLs until March 31, 1996. The second, known as “the Rams PSL Agreement,” was used by the Rams to sell PSLs after FANS, Inc. stopped selling them. The Rams PSL Agreement also applies to any PSLs that were “upgraded” by their owners (*i.e.* where the owner purchased a more expensive PSL after initially purchasing a lower value PSL) and to PSLs that were obtained by transfer from a previous owner.

The plaintiffs make claims of breach of contract, violation of the Missouri Merchandising Practices Act, Mo. Rev. Stat. § 407.010, *et seq.* (“MMPA”) and, depending on the plaintiff, other claims, arising out of the Rams’ relocation to Los Angeles, California in 2016.

The Rams deny these claims and assert numerous defenses to the action. The Rams maintain that both the FANS PSL Agreement and the Rams PSL Agreement were effective only so long as the Rams played their home games at the Dome at America’s Center in St. Louis, Missouri, and thus both agreements expired by their terms when the Rams relocated to Los Angeles, California. The Rams also deny any liability under the FANS PSL Agreement on the grounds that only FANS, Inc., not the Rams, sold PSLs using the FANS PSL Agreement.

A more detailed statement of the claims can be found in the Settlement Agreement and the Complaints provided on the Settlement Website.

### 3. Why is this a class action?

If the Court certifies a class action, one or more people called class representatives may represent people who have similar claims. All these people are a class or class members. One court resolves the issues for all class members, except for those who exclude themselves from the class. **United States District Judge Stephen N. Limbaugh, Jr. is in charge of this class action.** By orders dated March 13, 2018 and April 19, 2018, the Court certified the FANS Class and the Rams Class. The representative of the FANS Class is plaintiff Ronald McAllister. The representatives of the Rams Class are plaintiffs Richard Arnold, R. McNeely Cochran, and Brad Pearlman.

### 4. Why is there a settlement?

The Court did not decide in favor of the plaintiffs or the Rams. The plaintiffs think that they would have won more than the agreed-to settlement payments if they won at trial. The Rams think that the plaintiffs would not have won anything at trial. There was no trial in this matter. Instead, both sides have agreed to a settlement. That way they avoid the cost and uncertainty of a trial and the people affected will get compensation. The Class Representatives and their counsel think the settlement is a favorable result for all Class Members.

## WHO IS IN THE SETTLEMENT

### 5. How do I know if I am part of the settlement?

Judge Limbaugh has defined the following classes:

#### **Rams Class:**

- A) All persons or entities who:
  - 1) purchased PSLs directly from the Rams; or
  - 2) had any Rams or FANS PSL transferred to them; or
  - 3) upgraded their PSL tier; and
- B) purchased Rams season tickets through their PSLs for the 2015 season;  
or
- C) did not purchase Rams season tickets for the 2015 season but did not receive a PSL cancellation notice from the Rams.

**FANS Class:** All persons or entities who, at the conclusion of the 2015 season, owned a PSL purchased from FANS, Inc. that was not later transferred or upgraded and who (a) had purchased Rams season tickets for the 2015 season or (b) did not purchase Rams season tickets for the 2015 season but did not receive a PSL cancellation notice from the PSL licensor.

The Settlement Agreement, available for your review on this website, contains more detailed information about how to determine whether you are a Class Member.

You are not a Class Member if you do not meet the requirements of either the Rams Class or FANS Class.

**6. I'm still not sure if I am included.**

If you are still not sure whether you are included, you can ask for free help. You can contact the Class Counsel listed in question 15 below for more information. Or you can fill out and return the claim form described in question 9, to see if you qualify.

## **THE SETTLEMENT BENEFITS—WHAT YOU GET**

**7. What does the settlement provide?**

The Rams have agreed to pay Class Members who submit a qualifying claim form an amount based on the price of their PSL tier in the Dome at America's Center. There were six tiers of PSLs in the Dome, and pay-outs will be made as follows for each qualifying PSL:

<b>PSL Tier Price in the Dome</b>	<b>Pay-Out for Qualified Claim</b>
\$250	\$75
\$500	\$150
\$1,000	\$300
\$2,500	\$750
\$3,000	\$900
\$4,500	\$1,350

There is a settlement cap, or limitation, on the settlement payments that the Rams may be required to pay to Class Members. Specifically, the Rams will pay no more than \$24,000,000 to the qualifying Claimants, divided evenly between the Rams Class (\$12,000,000 cap) and FANS Class (\$12,000,000 cap). If the number of claims filed would require payment of more than the settlement cap for either class, then the payment for each Qualified Claim in the affected class will be adjusted on a pro rata basis.

**8. Will I have to pay taxes on my payment?**

You should consult your tax preparer when you file your tax returns.

## **HOW YOU GET A PAYMENT—SUBMITTING A CLAIM FORM**

**9. How can I get a payment?**

To qualify for payment, you must submit a claim form, which is available on this website. You may complete, electronically sign, and submit the claim form from this website by clicking [here](#). You may also print the claim form from this website and mail the completed and signed claim form to the Claims Administrator listed on the claim form.

The claim form must be postmarked or submitted online no later than [\[60 days after final approval hearing date\]](#).

After you submit the claim form, the settlement administrator will determine if you are eligible to receive a payment. The Settlement Agreement (which may be accessed [here](#)) provides a procedure for attorneys for interested parties to challenge the Claims Administrator’s eligibility determination. If you are eligible, you will be added to the Rams Class or the FANS Class (depending on the information you provide in your claim form) and receive a payment.

#### 10. When would I get my payment?

The Court will hold a hearing on [\[insert date and time\]](#) to decide whether to approve the settlement. If Judge Limbaugh approves the settlement, there may be appeals, which may take additional time to resolve. Class Counsel will continue to update the progress of the case on this website. Please be patient. For more detailed information on payment deadlines, please see Section III.C of the Settlement Agreement.

#### 11. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself, you are staying in the Class and agreeing to release the Rams as set forth in the Settlement Agreement. This means that you can’t sue, continue to sue, or be part of any other lawsuit against the Rams about the legal issues related to this case. It also means that all of the Court’s orders will apply to you and legally bind you. This is true even if you do not file a claim.

A complete copy of the Settlement Agreement is available [here](#). Talk to Class Counsel or your own lawyer if you have any questions about the released claims or what they mean.

### EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don’t want a payment from this settlement, and you want to keep the right to sue or continue to sue the Rams on your own about the legal issues in this case, then you must take steps to get out. This is called excluding yourself—or is sometimes referred to as “opting out” of the Class.

#### 12. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail saying that you want to be excluded from *McAllister v. The Rams* (a “Request for Exclusion”). Be sure to include your name, address, telephone number, and your signature. You must mail your Request for Exclusion no later than [\[75 days after the preliminary approval date\]](#) to:

*McAllister v. The Rams* Exclusion

[insert address](#)

You can also use the Request for Exclusion form available on this website. The timeliness of Requests for Exclusion will be conclusively determined by the post-mark date or other like proof of the date of mailing or delivery.

If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit.

**13.If I don't exclude myself, can I sue the Rams for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue the Rams for the claims that this settlement resolves. This is true even if you do not file a claim for payment. If you have a pending lawsuit involving the legal issues in this lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from *this* Class to continue your own lawsuit. Remember, the exclusion deadline is [175 days after the preliminary approval date](#).

**14.If I exclude myself, can I get money from this settlement?**

No. If you exclude yourself, you will not receive any payment. But, you may sue, continue to sue, or be part of a different lawsuit against the Rams.

## **THE LAWYERS REPRESENTING YOU**

**15.Do I have a lawyer in this case?**

The Court appointed the following law firms to represent you and other Class Members. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

**FANS CLASS COUNSEL**

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Anthony S. Bruning, Jr.

Ryan L. Bruning

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P. 314-735-8100 / F. 314-735-8020

LAW OFFICE OF RICHARD S.

CORNFELD

Richard S. Cornfeld

**RAMS CLASS COUNSEL**

BERMUDEZ LAW STL, LLC

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St. Louis, MO 63105-3907  
(314) 726-1000/(314) 725-6592 fax

## 16. How will the lawyers be paid?

Class Counsel will ask the Court to order the Rams to pay for attorneys' fees and expenses and an amount to Ronald McAllister, Richard Arnold, R. McNeely Cochran, and Brad Pearlman for their services as class representatives. The fees would pay Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. The Court may award less than the requests. The Rams will separately pay the fees, expenses, and payments that the Court awards. These amounts will not reduce the payments available for Class Members. The Rams have agreed not to oppose Class Counsel's request for payments up to \$7,400,000 for attorneys' fees and expenses and \$50,000 in the aggregate to the class representatives. The Rams will also pay the costs to administer the settlement.

## **OBJECTING TO THE SETTLEMENT**

You can tell the Court that you don't agree with the settlement or some part of it.

## 17. How do I tell the Court that I don't like the settlement?

If you're a Class Member, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to the settlement and providing the reasons for the objection. The objection must include: (a) your full name, address and telephone number and that of your attorney, if any; (b) all objections and a statement of any evidence you wish to introduce in support of the objection; (c) a statement as to whether you intend to appear at the Final Approval Hearing, either individually or through counsel; (d) your signature, (e) the case name and case number; and (f) a detailed list of any other objections submitted by you, or your attorney, to any class actions submitted in any court, whether state or otherwise, in the United States in the previous five (5) years. If you or your attorney have not objected to any other class action settlement in any court in the United States in the previous five (5) years, you must affirmatively state so in the written materials provided in connection with the objection. The written statement of objections shall also have attached to it: (a) an averment under penalty of perjury that the you owned a PSL as of the end of the 2015 NFL football season and that either (i) you used such PSL to purchase season tickets for the 2015 season; or (ii) you did not use such PSL to purchase

season tickets for the 2015 season but never received a written notification that the PSL has been cancelled (you may submit a signed Claim Form to serve as this averment); and (b) any evidence you wish to introduce in support of the objection.

You must mail the objection to each of these three different places postmarked no later than **75 days after the preliminary approval date**:

<b>Court</b>	Clerk of the Court United States District Court for the Eastern District of Missouri 111 South 10th Street, Suite 3.300 St. Louis, Missouri 63102
<b>Class Counsel</b>	Anthony S. Bruning Anthony S. Bruning, Jr. Ryan L. Bruning Edward M. Roth THE BRUNING LAW FIRM, LLC 555 Washington Avenue, Suite 600 St. Louis, MO 63101
<b>Counsel for the Rams</b>	Roger K. Heidenreich Elizabeth Ferrick DENTONS US LLP 211 North Broadway, Suite 3000 St. Louis, Missouri 63102

The timeliness of objections will be conclusively determined by the post-mark date or other like proof of the date of mailing or delivery.

**18. What’s the difference between objecting and excluding?**

Objecting is simply telling the Court that you don’t like something about the settlement. **You can object only if you stay in the Class.** Excluding yourself is telling the Court that you don’t want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

## THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to do so.

### 19. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at [insert date and time], at the United States District Court for the Eastern District of Missouri, 111 South 10th Street, St. Louis, Missouri 63102, Courtroom No. [ ] ( [ ] Floor). At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Limbaugh will listen to people who have asked to speak at the hearing. The Court will also decide how much to pay to Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

### 20. Do I have to come to the hearing?

No. Class Counsel will answer questions Judge Limbaugh may have. But, you are welcome to come at your own expense. If you send an objection, you may, but don't have to, come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

### 21. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *McAllister v. The Rams*." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than [75 days after the preliminary approval date], and be sent to the Clerk of the Court, Class Counsel, and Counsel for the Rams, at the addresses specified in question 17. You cannot speak at the hearing if you excluded yourself.

## IF YOU DO NOTHING

### 22. What happens if I do nothing at all?

If you do nothing, you'll get no money from this settlement. But unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Rams about the legal issues in this case, ever again.

## GETTING MORE INFORMATION

### 23. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details can be found in the Settlement Agreement and other documents that can be found on this website.

### 24. How do I get more information?

More information is available on this website. You can also call [\[insert telephone number\]](#) toll free or write to Class Action Settlement Administrator, [\[insert address\]](#).

**PLEASE DO NOT CALL OR WRITE THE COURT  
OR THE RAMS FOR INFORMATION OR ADVICE.**