

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

RONALD MCALLISTER, <i>et al.</i> ,)	No.	4:16-CV-00172-SNLJ
)		4:16-CV-00262
Plaintiffs,)		4:16-CV-00297
)		CONSOLIDATED
v.)		
)		
THE ST. LOUIS RAMS, LLC,)		
)		
Defendant.)		

CLASS ACTION SETTLEMENT AGREEMENT

IT IS HEREBY STIPULATED AND AGREED, by and between Ronald McAllister, Richard Arnold, Brad Pearlman, and R. McNeely Cochran, individually and on behalf of all others similarly situated, and The Los Angeles Rams, LLC, f/k/a The St. Louis Rams, LLC, subject to the approval of the Court, that this Action shall be settled and dismissed with prejudice pursuant to the terms and conditions set forth in this Settlement Agreement and the exhibits hereto.

I. RECITALS

This Settlement Agreement is entered into based on the following:

A. This Settlement Agreement encompasses three consolidated lawsuits pending in the United States District Court for the Eastern District of Missouri: *McAllister*, *Envision*, and *Arnold*. All three lawsuits pertain to whether the Rams breached certain agreements when they relocated from St. Louis, Missouri, to Los Angeles, California, in 2016. The agreements are personal seat licenses (“PSLs”), which provide their owners certain rights to purchase season tickets to Rams home games. Two forms of PSLs are involved: the FANS PSL Agreement, originally sold by FANS, Inc., and the Rams PSL Agreement, originally sold by the Rams.

The McAllister Complaint

B. The *McAllister* Complaint was filed against the Rams on February 9, 2016 in the United States District Court for the Eastern District of Missouri. The *McAllister* Complaint asserts the following claims against the Rams: (1) declaratory judgment that the PSLs were illusory, never properly formed, and void; (2) unjust enrichment; (3) money had and received; (4) breach of contract as to the FANS PSL Agreement; (5) breach of contract as to the Rams PSL Agreement; (6) breach of the implied covenant of good faith and fair dealing as to the FANS PSL Agreement; (7) breach of the implied covenant of good faith and fair dealing as to the Rams PSL Agreement; and (8) violation of the MMPA.

C. With respect to his individual claim, the *McAllister* Plaintiff alleges that he purchased two PSLs: first, a FANS PSL in 1995, and second, a Rams PSL in 2005. The *McAllister* Plaintiff alleges that he paid \$1,000 for each PSL, and that he used his PSLs to buy tickets to 172 home regular season and playoff games.

D. According to the *McAllister* Complaint, the Rams, *inter alia*, breached the FANS PSL Agreement and violated the Missouri Merchandising Practice Act by terminating the FANS PSL Agreement in 2016 without providing a total or partial refund of the PSL purchase price. The *McAllister* Complaint seeks declaratory relief, compensatory damages, interest, restitution, punitive damages, costs, and attorneys' fees.

The Envision Complaint

E. On January 15, 2016, the *Envision* Plaintiffs filed a petition against the Rams in the St. Louis County Circuit Court. The Rams removed the case to the United States District Court for the Eastern District of Missouri on February 26, 2016. Subsequently, the *Envision* Plaintiffs filed the *Envision* Complaint. The *Envision* Complaint brings claims for: (1) a declaration that the

Rams PSLs are still in force; (2) breach of contract as to the Rams PSL; and (3) violation of the MMPA.

F. For its individual claim, Envision, LLC alleges that it purchased six PSLs when the Rams first moved to St. Louis for \$4,500.00 each. Envision, LLC alleges that it paid for season tickets for the six seats for which it held PSLs every year since the Rams began playing their home games in St. Louis.

G. Robert and Sue Bohm allege that they purchased two PSLs from FANS, Inc. for \$500.00 each, and that they subsequently upgraded these PSLs on two occasions, paying additional amounts (for a total of \$7,000.00) in license fees to the Rams and executing Rams PSL Agreements. The Bohms allege that they have paid for season tickets for the two seats for which they held PSLs every year since the Rams began playing home games in St. Louis.

H. Edward Mock alleges that his two PSLs were transferred to him from Robert Messmer in 2011. Edward Mock contends that he paid a transfer fee to the Rams at that time and executed a Transfer Form binding him to the Rams PSL Agreement. He alleges that, since his PSLs were transferred to him, he has paid for season tickets for the two seats associated with such PSLs.

I. According to the *Envision* Complaint, the Rams PSL Agreement entitles the licensee to (1) purchase season tickets to Rams home games through the 2025 season, regardless of where those games are played; and (2) transfer his or her interest in the PSL to others for the same period of time. The *Envision* Complaint seeks declaratory relief, actual damages, punitive damages, costs, and attorneys' fees.

The Arnold Complaint

J. On January 29, 2016, Richard Arnold and R. McNeely Cochran filed a petition against the Rams in the St. Louis County Circuit Court. The Rams removed the case on March 4, 2016, and Brad Pearlman was later joined as an additional plaintiff. Subsequently, the *Arnold* Plaintiffs filed the *Arnold* Complaint, which brings claims for (1) breach of contract; and (2) violation of the MMPA.

K. For his individual claim, Richard Arnold contends he received two PSLs via transfer, one from Richard Baldwin and one from James Clarkson, each of whom purchased their PSLs in 1995.

L. R. McNeely Cochran alleges that he received his PSL via transfer from his father, who purchased his PSL in 1995.

M. Brad Pearlman alleges that, in 2002, he received his two PSLs via transfer from Firststar Bank, which had previously purchased those PSLs in 1995.

N. According to the *Arnold* Complaint, the Rams “must allow PSL holders to transfer their PSLs and The Rams must use their best efforts to secure tickets for PSL holders in whatever stadium the Rams play in until 2025.” The *Arnold* Complaint seeks damages, including punitive damages, attorneys’ fees, and pre- and post-judgment interest.

Consolidated Procedural History

O. The Court consolidated *McAllister*, *Envision*, and *Arnold* on July 6, 2016. Over the approximately two and one-half years since these cases were initiated, the Parties have:

1. Engaged in extensive discovery concerning Plaintiffs’ various proposed classes and the merits of the Action, including written interrogatories, requests for admission,

requests for production, expert discovery, third-party subpoenas, and numerous Party and third-party depositions.

2. Engaged in extensive motion practice, including motions for judgment on the pleadings, a motion for summary judgment, and discovery motions to compel and for protective orders;

3. Engaged in third-party practice in which the Rams claim that the CVC must indemnify them from any liability arising out of the FANS PSL Agreement;

4. Extensively briefed (including supplemental briefing) three motions for class certification brought by Plaintiffs, which resulted in a Court order certifying two Classes;

5. Briefed a motion to amend the Court's class certification order, which resulted in a Court order amending the definition of one of the two certified Classes;

6. Initiated a proceeding in the United States Court of Appeals for the Eighth Circuit pursuant to Federal Rule of Civil Procedure 23(f); and

7. Participated in three separate, face-to-face mediation sessions before the Honorable William Ray Price on April 21, 2017, June 21, 2018, and July 20, 2018.

P. At the conclusion of the July 20, 2018 mediation session, the Settlement Parties agreed to certain provisions of a potential settlement and signed a term sheet reflecting the same.

Q. By orders dated March 13, 2018 and April 19, 2018, the Court certified the following two Classes, with the *Arnold* Plaintiffs to serve as Class Representatives of the Rams Class and the *McAllister* Plaintiff to serve as the Class Representative of the FANS Class:

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 through their PSLs 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.

R. The Court declined to appoint the *Envision* Plaintiffs as Class Representatives of any Class. Accordingly, the consent of the *Envision* Plaintiffs is not required to effectuate the terms of this Settlement Agreement, and the *Envision* Plaintiffs are not parties to this Settlement Agreement.

S. As of the Execution Date, the Rams are still arbitrating their indemnification claims against the CVC to determine whether the CVC will be liable for Awards made to the FANS Class, but lack adequate records to determine all FANS Class Members or Rams Class Members, necessitating that the Claims Submittal and Review Process involve acquiring information from Class Members sufficient to classify each Qualified Claim as attributable to the FANS Class or the Rams Class, as further set forth throughout the terms of this Settlement Agreement below.

T. Now, to fully implement and define their agreement, the Settlement Parties and their respective counsel enter into this Settlement Agreement to document fully the agreed-upon settlement terms.

U. The Settlement Parties, and their respective counsel, taking into account the risks, uncertainties, delays, and expense involved in prosecuting and defending the Action, as well as other relevant considerations, have concluded that it is in their respective best interests—including the interests of the FANS Class and the Rams Class—to compromise and to fully and finally resolve and settle the Action in the manner and on the terms and conditions hereinafter set forth. The Settlement Parties intend that this Settlement Agreement will encompass and end all pending,

threatened or possible litigation and/or claims by Plaintiffs, the FANS Class, and the Rams Class against the Rams that allege or involve the claims that have been asserted in the Complaints.

V. Class Counsel attest that they have no current knowledge of a party with possible unfiled claims against the Rams and no current intention to bring a future suit against the Rams.

W. The Settlement Parties expressly agree that the Rams' execution of this Settlement Agreement and/or the Settlement Parties' term sheet is not, and shall not be construed as, an admission by the Rams or deemed to be evidence: (1) of the validity of any of the claims made by Plaintiffs; (2) that the Rams violated any law in any respect; or (3) that certification of any class is appropriate, other than for the purpose of this settlement. The Rams deny any fault, wrongdoing or liability whatsoever, and maintain that their actions and practices have at all times been lawful and proper. The Rams specifically deny that they were, or are, liable for the claims asserted in the Action and contend that their practices and actions are fully compliant with any law that may apply, including, but not limited to, the terms of the Rams PSL Agreement, the terms of the FANS PSL Agreement, and the MMPA.

X. If there is no Effective Date, the Settlement Parties expressly agree that execution of this Settlement Agreement or the Settlement Parties' term sheet by the Rams, Counsel for the Rams, Class Counsel, and the Class Representatives, on behalf of themselves, the FANS Class, and the Rams Class, is not, and shall not be construed as, an admission, concession, or waiver concerning any further argument for or against class certification or the merits of the Action, and that the Rams, Counsel for the Rams, Class Counsel, and the Class Representatives, on behalf of themselves, the FANS Class, and the Rams Class, shall not be estopped from asserting, any further argument for or against class certification or the merits of the Action.

Y. The relief provided to the Class Representatives, the FANS Class, and the Rams Class, and the procedures set forth in this Settlement Agreement for the distribution of relief, provide a fair, reasonable, adequate, flexible, speedy, cost-effective, and assured monetary settlement. Thus, this Settlement Agreement provides considerable benefit to the Class Representatives, the FANS Class, and the Rams Class while avoiding further costly litigation of difficult and contentious issues.

Z. Based on Class Counsel's extensive analysis of the law and facts at issue in the Action and the fair, flexible, speedy, cost-effective, and assured procedures for providing a monetary settlement, the Class Representatives have determined (on advice of Class Counsel) that this Settlement Agreement is fair, adequate and reasonable and thus in the best interests of the Class Representatives, the FANS Class, and the Rams Class.

II. DEFINITIONS

As used in this Settlement Agreement (including the attached exhibits) capitalized terms and phrases, including the following shall be defined as indicated:

- A. "Action" means *McAllister, Envision, and Arnold*.
- B. "Approval Hearing" means the hearing at or after which the Court shall make a final decision whether to approve the settlement set forth in this Settlement Agreement.
- C. "Arnold" means the case styled *Arnold, et al., v. The St. Louis Rams, LLC*, No. 4:16-CV-00297-SNLJ, pending in the United States District Court for the Eastern District of Missouri.
- D. "Arnold Complaint" means the Amended Complaint for Class Action Relief filed by the *Arnold* Plaintiffs on July 5, 2017.

E. “*Arnold Plaintiffs*” means the plaintiffs in *Arnold*: Richard Arnold, R. McNeely Cochran, and Brad Pearlman.

F. “Award” means the amount that the Claims Administrator determines should be paid for any Qualified Claim pursuant to the Claims Submittal and Review Process set forth in this Settlement Agreement.

G. “Cancellation Notice” means a written notice sent to a PSL owner informing the PSL owner that his/her/its rights under the PSL agreement had been cancelled or terminated. One example of a Cancellation Notice is set forth in Exhibit C, though other forms of Cancellation Notices may have existed.

H. “Claim Form” means the written statement of claim that must be returned by any Class Member in order to be eligible to receive an Award, in the form attached hereto as Exhibit E (or in a form substantially identical to Exhibit E). The “Claim Form” includes an online version of the Claim Form that may be completed on the Settlement Website and electronically signed and submitted by the Claimant.

I. “Claim Period” means the period commencing with the giving of notice pursuant to Section III.F of this Settlement Agreement, and ending 60 days after the Approval Hearing.

J. “Claimant” means any potential Class Member who submits a Claim Form.

K. “Claims Administrator” means [Insert Name of Claims Administrator], or any other administrator hired by the Rams, and approved by Class Counsel.

L. “Claims Submittal and Review Process” means the process for the submission, evaluation and resolution of potential Class Members’ claims as described in Section III.B, below.

M. “Class” or “Class Members” means all persons who are part of the FANS Class and/or the Rams Class.

N. “Class Counsel” means the law firms of The Bruning Law Firm, LLC; the Law Office of Richard S. Cornfeld; Goldenberg Heller & Antognoli, P.C.; Bermudez Law STL, LLC; the Law Offices of Martin Green P.C.; Danna McKitrick, P.C.; and any attorneys at those firms representing any Plaintiff, the FANS Class, and/or the Rams Class in this Action.

O. “Class Representatives” means the *McAllister* Plaintiff and the *Arnold* Plaintiffs.

P. “Complaints” means the *McAllister* Complaint, the *Envision* Complaint, and the *Arnold* Complaint.

Q. “Counsel for the Rams” means Roger Heidenreich, Elizabeth Ferrick, and any other attorney at the law firm of Dentons US LLP who represents the Rams in this Action.

R. “Court” means the United States District Court for the Eastern District of Missouri.

S. “CVC” means the St. Louis Regional Convention and Visitors Commission.

T. “E-mail Notice” means the notice of proposed class action settlement to be e-mailed to each person or entity with an e-mail address in the Mailing List in the form attached hereto as Exhibit I (or in substantially identical form). The E-mail Notice shall direct the recipient to the Long Form Notice available at the website www.RamsPSLClassActionSettlement.com.

U. “Effective Date” means the date on which the Court’s Final Order and Judgment approving this Settlement Agreement in the form attached hereto as Exhibit F (or in substantially identical form), is final. “Final” as applicable to the Final Order and Judgment means:

1. If no appeal is taken at the expiration of the time period allowed for appeal;

or

2. If any appeal is taken, on the date on which all appeals, including petitions for rehearing or reargument, petitions for review and petitions for certiorari or any other form of

further review, have been finally disposed of in a manner resulting in affirmance of all the material provisions of the Final Order and Judgment.

V. “*Envision*” means the case styled *Envision, LLC, et al., v. The St. Louis Rams, LLC*, No 4:16-CV-00262-SNLJ, pending in the United States District Court for the Eastern District of Missouri.

W. “*Envision* Complaint” means the First Amended Complaint Requesting Class Action Certification, Declaratory Relief, Breach of Contract, and for Violation of the MMPA filed by the *Envision* Plaintiffs on April 24, 2017.

X. “*Envision* Plaintiffs” means the plaintiffs in *Envision*: Envision, LLC, Edward Mock, Robert Bohm, and Sue Bohm.

Y. “Execution Date” means the date on which the final required signatory (*i.e.* the Class Representatives, the Rams, Class Counsel, or Counsel for the Rams) executes the Settlement Agreement.

Z. “FANS Class” or “FANS Class Members” means all persons or entities who, at the conclusion of the 2015 NFL football season, owned a PSL purchased from FANS, Inc. that was not later transferred or upgraded and who (a) had purchased Rams season tickets through their PSLs for the 2015 season or (b) did not purchase Rams season tickets for the 2015 season but did not receive a cancellation notice from the PSL licensor.

AA. “FANS PSL” or “FANS PSL Agreement” means a personal seat license, sold by FANS, Inc., in a form of agreement that includes one of the forms of terms and conditions contained in Exhibit A hereto.

BB. “Fee Application” means Class Counsel’s application to the Court for attorneys’ fees and Rule 54 and 23 Costs, which shall not exceed \$7,400,000.00 (attorneys’ fees not to exceed

\$7,200,000.00 and costs not to exceed \$200,000.00), and which shall be filed within 30 days after the Preliminary Approval Date.

CC. “Fee Award” means the Court’s award pursuant to the Fee Application.

DD. “Final Qualified Claimant List” means the list provided by the Claims Administrator described in Section III.B.8 below.

EE. “Final Order and Judgment” means the Court’s entry of its order and judgment under Fed. R. Civ. P. 54 in the form of Exhibit F (or in substantially identical form) and the satisfaction of all of the following conditions:

1. No Party has exercised any right to terminate this Settlement Agreement;
2. The Settlement Agreement (including its exhibits) has been approved in all respects by the Court pursuant to Fed. R. Civ. P. 23(e); and
3. Either: (a) the time to appeal, or to seek permission to appeal, the Court’s entry of final judgment has expired with no appeal having been taken or no permission to appeal having been sought; or (b) the Court’s entry of final judgment has been affirmed in its entirety by the court of last resort to which any appeal has been taken or petition to review has been presented and such affirmance has become no longer subject to the possibility of further appeal or review.

FF. “Incentive Awards” means the awards to the Class Representatives, not to exceed \$50,000.00 in the aggregate, to compensate them for their time, effort, and diligence in prosecuting the Action.

GG. “Long Form Notice” means the notice of proposed class action settlement to be posted to the website www.RamsPSLClassActionSettlement.com in the form attached hereto as Exhibit K (or in substantially identical form).

HH. “Mailing List” means the names, physical mailing addresses, and e-mail addresses set forth in Rams-Arnold002126 and Rams-Arnold002127 to whom the Claims Administrator will send E-mail Notice and Postcard Notice following the Preliminary Approval Order, as set forth in Section III.F.

II. “*McAllister*” means the case styled *McAllister v. The St. Louis Rams, LLC*, No. 4:16-CV-00172-SNLJ, pending in the United States District Court for the Eastern District of Missouri.

JJ. “*McAllister* Complaint” means the Class Action Complaint filed by the *McAllister* Plaintiff on February 9, 2016.

KK. “*McAllister* Plaintiff” means the plaintiff in *McAllister*: Ronald McAllister.

LL. “MMPA” means the Missouri Merchandising Practices Act, Mo. Rev. Stat. § 407.010, *et seq.*

MM. “Notice” means, collectively, the E-mail Notice, the Postcard Notice, the Publication Notice, and the Long Form Notice.

NN. “Objection Deadline” means the business day on or next after seventy-five (75) days after the Preliminary Approval Date by which any Class Member must file and serve a written statement objecting to the Settlement or to Class Counsel’s Fee Application or to any Class Representative’s incentive award. The Objection Deadline shall also be the deadline for a Class Member to file a written notice of intention to appear and for any counsel intending to represent a Class Member to file an entry of appearance.

OO. “Opt-out Period” means the period required by Fed. R. Civ. P. 23(c)(2)(B) that shall expire the business day on or next after seventy-five (75) days after the Preliminary Approval Date, by which a Request for Exclusion must be postmarked.

PP. “Parties” means Plaintiffs, the Class Members, and the Rams.

QQ. “Plaintiffs” means the *McAllister* Plaintiff, the *Envision* Plaintiffs, and the *Arnold* Plaintiffs.

RR. “Postcard Notice” means the postcard notice of proposed class action settlement to be mailed to each person or entity with a physical mailing address in the Mailing List in the form attached hereto as Exhibit H (or in substantially identical form). The Postcard Notice shall direct the recipient to the Long Form Notice available at the website www.RamsPSLClassActionSettlement.com.

SS. “Preliminary Approval Date” means the date the Court enters the Preliminary Approval Order pursuant to Fed. R. Civ. P. 23(e) in the form attached hereto as Exhibit G (or in substantially identical form).

TT. “Preliminary Approval Order” means the form of order attached hereto as Exhibit G.

UU. “PSL” or “PSL Agreement” means a FANS PSL or a Rams PSL.

VV. “Publication Notice” means the notice of proposed class action settlement to be published via a newspaper of general circulation in the St. Louis Metropolitan area in the form attached hereto as Exhibit J (or in substantially identical form). The Publication Notice shall direct the reader to the Long Form Notice available at the website www.RamsPSLClassActionSettlement.com.

WW. “Qualified Claim” means a claim by a Class Member who submits a signed Claim Form during the Claim Period, and whose claim is determined to be eligible for an Award as a result of the Claims Submittal and Review Process set forth in Section III.B.

XX. The “Rams” means The Los Angeles Rams, LLC and any of its predecessors.

YY. “Rams Class” or “Rams Class Members” means:

- A) All persons or entities who:
 - 1) purchased PSLs directly from the Rams; or
 - 2) had a 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.

ZZ. “Rams PSL” or “Rams PSL Agreement” means a personal seat license in a form of agreement that includes the terms and conditions attached hereto as Exhibit B.

AAA. “Released Parties” means: (a) the Rams and all of their predecessors, successors, parents, subsidiaries and related and affiliated entities, and each and all of their present and former officers, directors, employees, agents, brokers, attorneys, insurers and representatives, and each and all of their respective successors, heirs, and assigns, jointly and severally; and (b) the *Arnold* Plaintiffs, the *McAllister* Plaintiff, the *Envision* Plaintiffs, and Class Counsel.

BBB. “Request for Exclusion” means a request to be excluded from either Class, submitted in accordance with instructions provided in the Notice.

CCC. “Rule 54 and 23 Costs” means the taxable costs and nontaxable expenses described in Federal Rules of Civil Procedure 54 and 23.

DDD. “Settlement Agreement” means this Class Action Settlement Agreement and all exhibits thereto, which are incorporated by reference herein.

EEE. “Settlement Amount” means collectively the monetary consideration described in Section III.A of this Settlement Agreement, which the Rams have agreed to provide in connection with this Settlement Agreement.

FFF. “Settlement Parties” means the *McAllister* Plaintiff, the *Arnold* Plaintiffs, and the Rams.

GGG. “Settlement Website” means the website www.RamsPSLClassActionSettlement as further described herein.

HHH. “Stadium” means the Dome at America’s Center (formerly known as the Edward Jones Dome) located in St. Louis, Missouri.

III. “Transfer Form” means the form used to transfer a PSL from one person or entity to another, in the form attached hereto as Exhibit D (or substantially identical form).

III. SETTLEMENT TERMS

The Settlement Parties hereby agree to fully and finally settle and resolve the Action and all threatened or possible litigation and/or actual or potential claims of any kind against the Rams arising under the FANS PSL Agreement or the Rams PSL Agreement, or arising out of the same or similar set of facts at issue in this litigation.

A. Settlement Consideration

1. With respect to both the FANS Class and the Rams Class, settlement payments will be made on a claims-made basis only. The Rams will pay an amount associated with the tier of the Class Member’s PSL in the Stadium for each Qualified Claim, as set forth below:

PSL Tier Price in the Stadium	Pay-Out for Qualified Claim
\$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 \$12,000,000.00 to the

Rams Class, and no more than \$12,000,000.00 to the FANS Class. In the event that paying the amounts in the above chart would cause the total payout to the FANS Class or to the Rams Class to exceed \$12,000,000.00, then the individual payment for each Qualified Claim in such class will be reduced on a pro rata basis such that the total pay-out to each Class will not exceed \$12,000,000.00. Any pro rata adjustment will be approved by Judge Price prior to distribution.

2. The Rams will hire, subject to Class Counsel's written approval, and pay all fees and expenses of the Claims Administrator and Judge Price, including all notice expenses.

3. The Rams will not oppose a request by the four Class Representatives for incentive awards of \$50,000 in the aggregate, and the Rams will pay the lesser of \$50,000 to the Class Representatives in the aggregate, or the incentive awards approved by the Court.

4. The Rams will not oppose a request by Class Counsel for attorneys' fees of \$7,200,000.00 in the aggregate to Class Counsel and Rule 54 and 23 Costs of \$200,000.00 in the aggregate, and will pay the lesser of \$7,200,000.00 in the aggregate to Class Counsel, or the total amount approved by the Court for Class Counsel's attorneys' fees, and Rule 54 and 23 Costs not to exceed \$200,000.00, subject to the conditions set forth in Section III.H, below.

5. Within thirty (30) days of the Preliminary Approval Order, the Rams shall deposit in an interest-bearing escrow account administered by the Claims Administrator: (a) the proposed \$50,000.00 aggregate amount for Incentive Awards for the Class Representatives; and (b) the proposed \$7,400,000.00 for Class Counsel's attorneys' fees and Rule 54 and 23 Costs. No disbursement from the escrow account shall be required of the Rams under the Settlement Agreement until after the Effective Date, as set forth in Sections III.C and III.H below. Any interest accrued in the account, or other funds placed in the account, which are not otherwise paid shall be returned to the Rams.

6. Within fourteen (14) days after delivery of the Final Qualified Claimant List pursuant to Section III.B.8, the Rams will deposit into an interest-bearing escrow account administered by the Claims Administrator the full amount set forth in the Final Qualified Claimant List required to pay for all Qualified Claims.

7. Except as provided in this Settlement Agreement, the Rams shall have no other liability or financial obligation of any kind in connection with the Settlement Agreement, its implementation, or the Action.

B. Claims Submittal and Review Process

1. In order to recover, a Class Member seeking an Award, must, within the Claim Period, submit to the Claims Administrator a completed Claim Form in which the Class Member provides current address, contact information, and the Class Member's social security number or tax payer identification number, and attests under penalty of perjury to all of the information requested by the Claim Form attached hereto as Exhibit E. Claim Forms will be made available on the Settlement Website for the Claimant to print, complete, sign, and deliver to the Claims Administrator. The Settlement Website will also contain a Claim Form that can be completed online, electronically signed, and submitted to the Claims Administrator.

2. The timeliness of the submission of any Claim Form will be conclusively determined by the Claims Administrator based on the post-mark or other like proof of the date of mailing or delivery, including the time stamp of submission of the online Claim Form.

3. Within seven (7) days of receipt, the Claims Administrator will forward any Claim Form to Class Counsel and Counsel for the Rams.

4. Within fourteen (14) days of the receipt of a Claim Form, the Claims Administrator shall (1) review the Claim Form and all relevant information submitted by the

Claimant to determine (a) whether the Claimant is a Class Member who has submitted a Qualified Claim, and, if so (b) whether the Class Member is a member of the FANS Class or the Rams Class, or both; and (c) the amount of any Award and how much of the Award is attributable to the FANS Class cap or to the Rams Class cap; and (2) give written notice of each such determination to Counsel for the Rams, Class Counsel, and counsel for the CVC. If the Claims Administrator determines that a claim is not a Qualified Claim because the Claim Form as submitted is incomplete because one or more required inputs have not been filled in on the form, the Claims Administrator shall provide notice to the Claimant, Class Counsel, and Counsel for the Rams of the deficiency. Such notice shall be sent via email, if known, or postcard notice, if no email is known.

5. If the Claims Administrator determines that a claim is not a Qualified Claim because the Claim Form submitted by a Claimant is incomplete, and a new Claim Form is submitted within seven (7) business days of the notice described in Section III.B.4(2), the new Claim Form shall be considered timely submitted, regardless of any other provision of this Settlement Agreement. Following submission of such new Claim Form, the Claims Administrator shall make the determinations as set forth in Section III.B.4 based on the new Claim Form. A Claimant may only submit one new Claim Form pursuant to this paragraph.

6. Within thirty (30) days of receiving the written notice from the Claims Administrator described in Section III.B.4(2), Class Counsel, Counsel for the Rams, the Rams, or the CVC may challenge the Claims Administrator's determinations by giving written notice of the challenge to Judge William Ray Price, the Claims Administrator, the CVC, and counsel for all Settlement Parties and by specifying in the written notice the basis for the challenge. If the basis of a challenge is that multiple potential Claimants may have competing interests in one or more

PSL seats, the deadline to bring the challenge with respect to such PSL seat(s) shall run from the most recent written notice of the Claims Administrator's determination with respect to such seat(s). A challenge may be based only on information (or lack thereof) in the Claim Form, the Rams' PSL hard copy files, or the Rams' Archtics data. Within fourteen (14) days of receiving written notice of a challenge, Class Counsel, Counsel for the Rams, the CVC and/or any Settlement Party may respond to the challenge in a writing that must be served on Judge Price, the Claims Administrator, counsel for all Settlement Parties, and the CVC. After the time for a response has passed, Judge Price shall have fourteen (14) days to (1) make a final determination as to the validity of the challenge and whether the Claims Administrator must amend its original determinations set forth in Section III.B.4(1)(a)-(c); and (2) notify the Claims Administrator, Counsel for the Rams, Class Counsel, and the CVC of the same. If no challenge is timely made to the Claims Administrator's determinations set forth in Section III.B.4(1)(a)-(c) above, such determinations shall be conclusive and binding on all Class Members and the Settlement Parties. If a challenge is timely made, then following the conclusion of a challenge, Judge Price's conclusions shall be conclusive and binding on all Class Members and the Settlement Parties.

7. The Claims Administrator and Judge Price shall apply the following rules when reviewing Claims Forms and information submitted by Claimants, as well as any information or documentation submitted in connection with the challenge procedures set forth in Section III.B.6 above, to classify Class Members in the Rams Class or the FANS Class:

- i. A Class Member is a Rams Class Member if:
 1. The Class Member owned a PSL as of the end of the 2015 NFL football season;

AND

2.

- a. The Class Member purchased the PSL from the Rams after March 31, 1996; or
- b. The Class Member obtained the PSL via transfer; or
- c. The Class Member upgraded the PSL to a higher price tier.

AND

3.

- a. The Class Member purchased Rams season tickets through their PSL for the 2015 NFL football season; or
- b. The Class Member did not purchase Rams season tickets for the 2015 NFL football season but did not receive a Cancellation Notice.

ii. A Class Member is a FANS Class Member if:

- 1. The Class Member owned a PSL as of the end of the 2015 NFL football season; and
- 2. The Class Member purchased the PSL from FANS, Inc. on or before March 31, 1996; and
- 3. The Class Member's PSL was never subsequently transferred or upgraded to a higher price tier; and
- 4.

- a. The Class Member purchased Rams season tickets through their PSL for the 2015 NFL football season;
or
- b. The Class Member did not purchase Rams season tickets for the 2015 NFL football season but did not receive a Cancellation Notice.

8. Within one hundred sixty (160) days following the Approval Hearing, the Claims Administrator shall provide the Final Qualified Claimant List to the Settlement Parties' counsel, consisting of a complete and final list of Claimants who have made Qualified Claims, along with their contact information, their designation as a FANS Class Member and/or Rams Class Member, the applicable tier for each PSL, the amount of Award to be paid to each Claimant, the amount of Awards to be paid towards the FANS Class cap and the Rams Class cap, and, if applicable, the method and amount of the pro rata adjustment described in Section III.A.1 above.

9. For any Qualified Claim in which there were joint or multiple PSL holders associated with a PSL account, the Rams will not pay more than 100% of the Award for each PSL associated with that account. Under no circumstances shall an Award for a Qualified Claim related to a single PSL be more than the settlement price associated with the tier of the subject PSL in the Stadium, as set forth in the chart in Section III.A.1 above. The Claims Administrator, and Judge Price in the event of challenges taken pursuant to Section III.B.6 above, shall have complete and final discretion concerning how to apportion an Award among multiple Class Members related to the same PSL.

10. The Claims Administrator shall regularly, accurately, and promptly report to the Settlement Parties' counsel, in written form when requested, the substance of the work

performed, including the amounts paid or to be paid to Class Members, the basis of any Class Member's classification as a Rams Class Member or a FANS Class Member, the total amount of Awards paid for Qualified Claims, and the total amount of Awards paid toward the FANS Class cap and the Rams Class cap.

C. Payment of Qualifying Claims

1. The Claims Administrator shall distribute from the escrow account checks to each person on the Final Qualified Claimant List in the amount set forth therein within thirty (30) days after: (a) the Effective Date if the Final Qualified Claimant List is provided pursuant to Section III.B.8 on or before the Effective Date; or (b) the Final Qualified Claimant List is provided pursuant to Section III.B.8 if the Final Qualified Claimant List is provided after the Effective Date. Checks shall remain valid for one hundred eighty (180) days.

D. Release of Claims

1. For and in consideration of the Settlement Amount and other consideration, and the mutual promises contained in this Settlement Agreement, the Rams on behalf of themselves and their respective agents, heirs, executors, administrators, successors, assigns, guardians and representatives, and the *Arnold* Plaintiffs and the *McAllister* Plaintiff, on behalf of themselves, the FANS Class, the Rams Class, and their respective agents, heirs, executors, administrators, successors, assigns, guardians and representatives, fully and finally release, as of the Effective Date, the Released Parties from any and all claims for relief, causes of action, suits, petitions, demands in law or equity, or any allegations of liability, damages, debts, contracts, agreements, obligations, promises, attorneys' fees, costs, interest or expenses, whether liquidated or unliquidated, whether known or unknown, whether under state or federal law, that were or could have been asserted in the Action, or are based on or in any way related to the Rams' conduct as

alleged in the Complaints, or arising in any way from the Rams PSL Agreement or the FANS PSL Agreement, or arising out of the same or similar facts at issue in this litigation.

E. Approval of Settlement

1. Within twenty-one (21) days of the Execution Date, the Settlement Parties shall present this Settlement Agreement, including all exhibits, together with a motion for preliminary approval, and all supporting papers, to the Court. At that time, the Settlement Parties will also request a Preliminary Approval Hearing to determine preliminary approval of the Settlement as soon as practicable, subject to the calendar of the Court.

2. The motion for preliminary approval shall be drafted by Class Counsel, and shall be provided to the Rams for comment at least seven (7) days in advance of filing. The motion for preliminary approval shall ask the Court to find preliminarily that the terms of the proposed settlement fall within the range of permitted approval and should therefore be approved. The motion for preliminary approval shall also request that the Court enter the proposed Preliminary Approval Order in the form attached hereto as Exhibit G, approve and authorize issuance of the Notice attached as Exhibits H through K, and approve appointment of the Claims Administrator.

3. Within ten (10) days after the filing of the motion for preliminary approval, the Rams shall provide notice of the Settlement Agreement, pursuant to 28 U.S.C. § 1715.

4. The Settlement Parties will request that an Approval Hearing to determine final approval of the Settlement be set one hundred twenty (120) days after the Preliminary Approval Date, or on such other date as is set by the Court. The Settlement Parties shall request that the Court enter the Final Order and Judgment in the form attached hereto as Exhibit F, that will cause the dismissal of the Action with prejudice. The Court, however, will have continuing jurisdiction to implement the Settlement Agreement.

F. Notice to Class Members

1. Within 21 days after the Preliminary Approval Date, the Claims Administrator shall e-mail the E-mail Notice in the form attached hereto as Exhibit I, and as approved by the Court, to the e-mail addresses in the Mailing List.

2. Within 21 days after the Preliminary Approval Date, the Claims Administrator shall mail the Postcard Notice in the form attached hereto as Exhibit H, and as approved by the Court, to physical mailing addresses available in the Mailing List.

3. The Claims Administrator shall also cause the Publication Notice in the form attached hereto as Exhibit J, and as approved by the Court, to be published in the St. Louis Sports Dispatch's Sports Section on three consecutive Sundays in 1/8 page format. The first such publication shall occur within 21 days after the Preliminary Approval Date.

4. In addition, the Claims Administrator shall, within 10 days after the Preliminary Approval Date, create and maintain a website (www.RamsPSLClassActionSettlement.com) that will contain links to the Settlement Agreement and exhibits, the terms and conditions of the FANS PSL Agreement, the terms and conditions of the Rams PSL Agreement, the Transfer Form, the Cancellation Notice, the stadium diagram with PSL tiers in the forms (or substantially identical form) produced in *McAllister* as Rams-McAllister000026 and Rams-McAllister000027, the Long Form Notice, the Claim Form (which may be filled out and submitted online on the Settlement Website), the and Class Counsel's contact information. The Settlement Parties shall jointly approve the website in advance of posting on the internet.

G. Opt-Out Rights And Objections To The Settlement

1. A putative Class Member may opt-out of the Classes at any time during the Opt-Out Period. In order to exercise the opt-out right, the putative Class Member must execute and submit a Request for Exclusion to the Court postmarked on or before the end of the Opt-Out Period. A Request for Exclusion must be personally signed by each putative Class Member requesting exclusion. Additionally, a Request for Exclusion must include the putative Class Member's present name and address, a clear and unequivocal statement that the putative Class Member wishes to be excluded from the Settlement Class, and the signature of the putative Class Member or, only in the case of a putative Class Member who is deceased or incapacitated, the signature of the legally authorized representative of the putative Class Member. A Request for Exclusion by a putative Class Member shall apply only to the individual who submits the valid Request for Exclusion. Except for those putative Class Members who have timely and properly opted out, all other putative Class Members will be Class Members for all purposes under this Agreement. Any putative Class Member who timely elects to opt out of the Classes shall not: (1) be bound by any orders or judgments entered in this Action; (2) be entitled to relief under or be affected by this Settlement Agreement; (3) gain any rights or release any claims by virtue of this Settlement Agreement; or (4) be entitled to object to any aspect of this Settlement Agreement.

2. The Claims Administrator shall provide Class Counsel and Counsel for the Rams with copies of all completed Requests for Exclusion within three (3) business days of receipt.

3. Any putative Class Member who timely submits a Request for Exclusion may, within the Opt-Out Period, submit to the Claims Administrator a written revocation of the Request for Exclusion, such revocation to simply bear the putative Class Member's name, address,

signature, and a statement of the putative Class Member revocation of the prior Request for Exclusion.

4. Neither the Rams nor the Class Representatives, nor their respective counsel will encourage any putative Class Member to opt out of the Classes.

5. Only Class Members who do not timely submit a valid Request for Exclusion may object to the Settlement. Class Members who choose to object to the Settlement must file with the Court and serve on counsel for the Settlement Parties all written objections to the Settlement Agreement or the Fee Application or the Class Representatives' incentive awards. Such written objections must be filed with the Court and served on counsel for the Settlement Parties by the Objection Deadline. Class Members who fail to file and to serve timely written objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement and Class Counsel's Fee Application or the Class Representatives' incentive awards.

6. If the number of potential Class Members who opt out is more than ten (10) percent of the persons and entities listed on the Mailing List, the Rams may declare the settlement null and void. The Rams will not solicit or encourage Class Members to opt-out.

H. Class Counsel's Fees and Expenses and Plaintiff's Incentive Award

1. The Rams will pay the lesser of the Fee Award, or \$7,200,000.00 in the aggregate for attorneys' fees and \$200,000.00 in the aggregate for Rule 54 and 23 Costs. The Fee Award shall not be applied to either the FANS Class cap or the Rams Class cap. The Rams agree not to oppose (or solicit others to oppose) the Fee Application. Within fourteen (14) days after the Effective Date, the Claims Administrator shall tender from the escrow account the Fee Award to Class Counsel for the FANS Class and Class Counsel for the Rams Class in the form of a check

payable to The Bruning Law Firm LLC (for the FANS Class Fee Award) and Bermudez Law STL, LLC (for the Rams Class Fee Award).

2. The four Class Representatives will apply for the Incentive Awards. The Rams will not oppose (or solicit others to oppose) a request by the four Class Representatives for Incentive Awards of \$50,000 in the aggregate, and the Rams will pay the lesser of \$50,000 to the Class Representatives in the aggregate, or the Incentive Awards approved by the Court. Within fourteen (14) days after the Effective Date, the Claims Administrator shall tender from the escrow account the Incentive Awards to the respective Class Counsel.

3. The Class Representatives and Class Counsel agree that, after the Effective Date, their only recourse to recover from the Rams attorneys' fees and all other costs and expenses incurred in connection with this Action shall be through the provisions of this Settlement Agreement.

4. In the event the Court disapproves of or awards an amount less than the amount sought by Class Counsel for fees and Rule 54 and 23 Costs, or by the Class Representatives for incentive awards, this Settlement Agreement shall be unaffected and fully enforceable, and such disapproval(s) or reduction(s) shall have no effect on any other provision.

I. Additional Matters

1. The Settlement Parties and their respective counsel shall reasonably cooperate with each other and use their best efforts to perform all of the terms of this Settlement Agreement and to effect its prompt consummation consistent with its terms.

2. This Settlement Agreement shall be deemed terminated and void if (a) there is no Effective Date; (b) the Court fails to enter a Preliminary Approval Order in the form attached hereto as Exhibit G or without material change to it, or if such an Order is entered and it is later

reversed or materially modified, whether on appeal or otherwise; or (c) the Court fails to enter a Final Order and Judgment in the form attached hereto as Exhibit F or without material change to it, or if the Final Order and Judgment is entered and it is later reversed or materially modified, whether on appeal or otherwise.

3. If the Settlement Agreement is void pursuant to Section III.I.2, Plaintiffs and Class Counsel agree that: (a) the Rams have not waived and are not estopped to seek decertification of any Class; (b) Plaintiffs and Class Counsel will not assert that the Rams have waived or are estopped from opposing class certification in any court; and (c) the Rams' agreement to settle with the Classes is not admissible in this or any other court or proceeding for any purpose.

4. If the Settlement Agreement is void pursuant to Section III.I.2, the Settlement Parties expressly agree that they have not, and shall not be construed to have, admitted, conceded, or waived any argument concerning, and the foregoing shall not be estopped from asserting, any further argument for or against class certification or the merits of the Action.

5. The term sheet, this Settlement Agreement, any drafts of the term sheet or Settlement Agreement, or any other documents relating to the implementation of this Settlement Agreement or the term sheet, shall not be admissible or discoverable in this or another case, proceeding, or cause, except as otherwise provided herein to enforce the terms of this Settlement Agreement in this Action, or to effectuate the settlement.

6. If this Settlement Agreement is voided pursuant to Section III.I.2, the Parties shall be fully restored to their respective positions in the Action as if no settlement had been made; the Settlement Agreement shall be void and shall have no further force and effect whatsoever; and neither this Settlement Agreement, the fact of its having been made, the

negotiations leading up to it, nor any action taken by the Parties pursuant to this Settlement Agreement, shall be admissible or entered into evidence for any purpose whatsoever.

7. No press release or public communication concerning the Settlement Agreement will be initiated by any Party or counsel before the filing of the motion for preliminary approval; however, the Rams may make regulatory disclosures deemed necessary at any time.

8. The Parties and their counsel will abide by the terms of the protective orders entered by the Court and any amendments or addendums thereto, in connection with information, data or documents produced in this Action, including the protective orders' provisions for the return and/or destruction of data and documents.

9. This Settlement Agreement sets forth the entire agreement between the Settlement Parties with respect to its subject matter and the Settlement Parties expressly acknowledge that no other agreements or understandings unexpressed in this Settlement Agreement exist between them relating to the subject matter hereof.

10. All of the exhibits to this Settlement Agreement are material and integral parts hereof and are fully incorporated by reference as though fully set forth herein.

11. This Settlement Agreement shall be binding upon and shall inure to the benefit of the Settlement Parties and their successors and assigns.

12. This Settlement Agreement shall be deemed to have been drafted equally by counsel for all Settlement Parties and no rule of strict construction shall be applied against or in favor of any of the Settlement Parties.

13. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing, addressed as follows:

To the *McAllister* Plaintiff and the FANS Class Members:

Ryan Bruning
The Bruning Law Firm LLP
555 Washington Avenue, Suite 600
St. Louis, MO 63101
ryan@bruninglegal.com

To the *Arnold* Plaintiffs and the Rams Class Members:

Fernando Bermudez
Bermudez Law STL, LLC
7701 Forsyth Boulevard, Suite 950
St. Louis, MO 63108
fbermudez@bermudezlawstl.com
mann@martingreenpc.com

To the Rams:

Roger K. Heidenreich
Dentons US LLP
211 North Broadway, Suite 3000
St. Louis, MO 63102
roger.heidenreich@dentons.com

Any notice required by this Settlement Agreement must be provided by electronic mail and shall be deemed sent on the date delivered. The parties may supplement notice by electronic mail by notice with regular mail.

14. This Settlement Agreement shall be governed by and interpreted according to the laws of the State of Missouri.

15. This Settlement Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall be deemed a single agreement. For purposes of this Settlement Agreement, a facsimile copy shall constitute an original signature and shall have the same binding effect as an original.

16. The exhibits to this Settlement Agreement are:

- A. FANS PSL Terms and Conditions
- B. Rams PSL Terms and Conditions

- C. Cancellation Notice
- D. Transfer Form
- E. Claim Form
- F. Proposed Final Order and Judgment
- G. Preliminary Approval Order
- H. Postcard Notice
- I. E-mail Notice
- J. Publication Notice
- K. Long Form Notice

IV. EXECUTION

The undersigned, being duly authorized, have caused this Settlement Agreement to be executed on the dates shown below and agree that it shall take effect on that date upon which it has been executed by the last of all of the undersigned.

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**PLAINTIFF/ FANS CLASS
REPRESENTATIVE**

Ronald E. McAllister

11/21/18

Ronald McAllister, Plaintiff

Date

FANS CLASS COUNSEL

Anthony S. Bruning

11/21/18

THE BRUNING LAW FIRM, LLC

Date

Anthony S. Bruning
Anthony S. Bruning, Jr.
Ryan L. Bruning
Eddie Roth
555 Washington Avenue, Suite 600
St. Louis, MO 63101

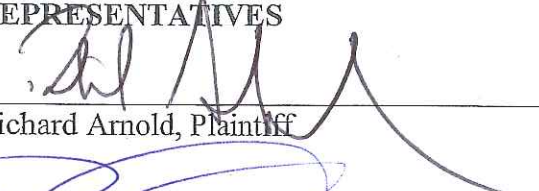
LAW OFFICE OF RICHARD S. CORNFELD

Richard S. Cornfeld
1010 Market Street, Suite 1645
St. Louis, MO 63101

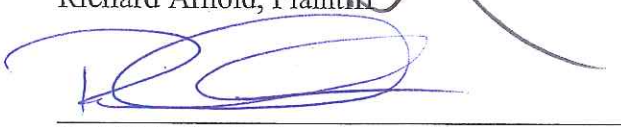
**GOLDENBERG HELLER &
ANTOGNOLI, P.C.**

Mark Goldenberg
Thomas P. Rosenfeld
Kevin P. Green
2227 South State Route 157
Edwardsville, IL 62025

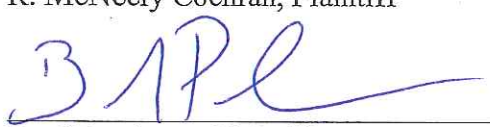
**PLAINTIFFS/RAMS CLASS
REPRESENTATIVES**


Richard Arnold, Plaintiff

11-6-18
Date

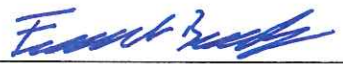

R. McNeely Cochran, Plaintiff

10/20/18
Date


Brad Pearlman, Plaintiff

10/26/2018
Date

RAMS CLASS COUNSEL

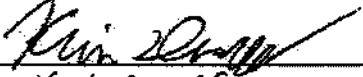

BERMUDEZ LAW STL, LLC
Fernando Bermudez
7701 Forsyth Blvd., Suite 950
Clayton, Missouri 63105

26 OCT 2018
Date

LAW OFFICE OF MARTIN M GREEN, P.C.
Martin M. Green
7701 Forsyth Blvd., Suite 950
Clayton, Missouri 63105

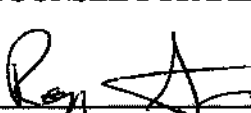
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St. Louis, MO 63105-3907

**THE ST. LOUIS RAMS, LLC,
DEFENDANT**


By: Kevin Denoff
Title: Chief Operating Officer

1/21/19
Date

COUNSEL FOR DEFENDANT


DENTONS US LLP
Roger K. Heidenreich
Elizabeth T. Ferrick

1/21/19
Date

One Metropolitan Square, Suite 3000