

**CIRCUIT COURT OF DUPAGE COUNTY, ILLINOIS, 18TH JUDICIAL CIRCUIT**

*Young, et al v. FloSports, Inc.*, Case No. 2023LA000516

IF YOU ENROLLED IN A FLOSPORTS SUBSCRIPTION BETWEEN AUGUST 29, 2018 AND JUNE 15, 2023 AND PAID FEES IN CONNECTION WITH THAT SUBSCRIPTION, YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.

***A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.***

- A settlement has been reached in a class action lawsuit against FloSports, Inc. Plaintiffs Lucas Young, Daniel O'Malley, and Charles Buckingham (collectively, the "Class Representatives") allege that they were enrolled in automatically renewing subscriptions for FloSports' content without adequate disclosures and notice regarding renewal charges and cancellation terms. FloSports claims its subscription renewal practices complied with all applicable laws and regulations and that it fairly disclosed all terms associated with its subscriptions. Thus, FloSports denies all allegations of wrongdoing, and the Court has not determined who is right. Rather, the Parties have agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.
- You are included if, from August 29, 2018, through June 15, 2023, you enrolled in an automatically renewing FloSports subscription using a California, New York, North Carolina, Oregon, Florida, Illinois, Washington D.C., North Dakota, Virginia, Hawaii, Vermont billing address, and paid fee(s) in connection with such subscription.
- Those included in the settlement will be eligible to receive a cash payment (up to \$30 for annual subscribers and up to \$6 for monthly subscribers), a renewal discount, or an electronic voucher for a free pay-per-view event (with certain exceptions).
- Read this notice carefully. Your legal rights are affected whether you act, or don't act.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>FILE A CLAIM BY JANUARY 25, 2024</b>	The <b>only</b> way to receive a benefit from the settlement. By participating in the settlement, you will be bound by the terms of the Settlement Agreement and will give up certain rights.
<b>EXCLUDE YOURSELF BY JANUARY 25, 2024</b>	You will receive no benefits, but you will retain any rights you currently have to sue the Defendant about the claims in this case.
<b>OBJECT BY [JANUARY 25, 2024</b>	Write to the Court explaining why you don't like the settlement.
<b>GO TO THE FINAL APPROVAL HEARING ON FEBRUARY 28, 2024</b>	Ask to speak in Court about your opinion of the settlement.
<b>DO NOTHING</b>	You <b>will not</b> get a share of the settlement benefits and will give up your rights to sue Defendant about issues related to the claims and allegations in this case.

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These rights and options—and the deadlines to exercise them—are explained in this Notice.

## BASIC INFORMATION

### 1. Why was this Notice issued?

A Court authorized this notice because you have a right to know about a proposed settlement of this class action lawsuit and about all of your options before the Court decides whether to give final approval to the settlement. This Notice explains the lawsuit, the settlement, and your legal rights.

The Honorable Angelo Kappas of the Circuit Court of DuPage County, Illinois, 18th Judicial Circuit, is overseeing this case. The case is called *Young, et al. v. FloSports, Inc.*, Case No. 2023LA000516. The people who sued are called the Plaintiffs. The Defendant is FloSports, Inc.

### 2. What is a class action?

In a class action, one or more people called class representatives (in this case, Lucas Young, Daniel O'Malley, and Charles Buckingham) sue on behalf of a group or a "class" of people who have similar claims. In a class action, the court resolves the issues for all class members, except for those who exclude themselves from the Settlement Class.

### 3. What is this lawsuit about?

The Class Representatives allege that they were enrolled in automatically renewing subscriptions for FloSports' content without adequate disclosures and notice regarding renewal charges and cancellation terms. FloSports claims its subscription renewal practices complied with all applicable laws and regulations and that it fairly disclosed all terms associated with its subscriptions. Thus, FloSports denies all allegations of wrongdoing, and the Court has not determined who is right. Rather, the Parties have agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

### 4. Why is there a settlement?

The Court has not decided whether the Plaintiffs or the Defendant should win this case. Instead, both sides agreed to a settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation, and Settlement Class Members will get compensation sooner rather than, if at all, after the completion of a trial.

## WHO IS INCLUDED IN THE SETTLEMENT?

### 5. How do I know if I am in the Settlement Class?

The Court decided that everyone who fits the following description is a member of the **Settlement Class**:

All persons who, from August 29, 2018, through June 15, 2023, enrolled in an automatically renewing FloSports subscription using a California, New York, North Carolina, Oregon, Florida, Illinois, Washington D.C., North Dakota, Virginia, Hawaii, Vermont billing address and paid fee(s) in connection with such subscription.

## THE SETTLEMENT BENEFITS

### 6. What does the settlement provide?

**Monetary Relief:** If approved, a Settlement Fund will be created totaling up to \$1,550,000.00. Settlement Class Member cash payments, the cost to administer the settlement, the cost to inform people about the settlement, attorneys' fees (inclusive of litigation costs), and awards to the Class Representatives will also come out of this fund (*see* Question 12). Settlement Class Members who are active subscribers to FloSports at the time of their claim also have the option to receive a 10% discount on their next immediate FloSports renewal charge—which will automatically convert to an electronic voucher for a free pay-per-view event from FloSports, with certain exceptions, if their membership is no longer active when the settlement becomes final (*see* Questions 7 and 8). Settlement Class Members who are inactive (or former) subscribers to FloSports have the option to receive an electronic voucher for a free pay-per-view event from FloSports with certain exceptions.

A detailed description of the settlement benefits can be found in the Settlement Agreement, a copy of which is accessible on the Settlement Website by clicking [here](http://www.FSREnewalSettlement.com). [www.FSREnewalSettlement.com](http://www.FSREnewalSettlement.com).

**Prospective Relief:** In addition to the monetary relief described above, Defendant has also agreed to present on the checkout page the automatic renewal offer terms (including cancellation policy) in a clear and conspicuous manner before the subscription or purchasing agreement and in visual proximity to the request for consent to the offer and obtain affirmative consent to the agreement containing the automatic renewal terms in a manner that complies with applicable automatic renewal laws. Defendant further agrees to disclose, in a manner that complies with applicable automatic renewal laws, how to cancel and by when in an acknowledgment email that is capable of being retained by consumers.

### 7. What settlement benefits am I entitled to?

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Class Members with **active subscriptions** to FloSports may choose to receive either (1) a pro rata cash payment of up to \$30.00 for annual subscribers, and up to \$6 for monthly subscribers via check; or (2) a 10% discount on the next immediate FloSports renewal charge—which will automatically convert to an electronic voucher for a free pay-per-view event from FloSports, with certain exceptions, if your membership is no longer active when the settlement becomes final (*see* Question 8).

If you are an **inactive subscriber** to FloSports, you may choose to receive either (1) a pro rata cash payment of up to \$30.00 for annual subscribers, and up to \$6 for monthly subscribers via check; or (2) an electronic voucher for a free pay-per-view event from FloSports, with certain exceptions. Details on the electronic voucher option can be found [www.FSRenewalSettlement.com](http://www.FSRenewalSettlement.com).

#### **8. When will I receive my settlement benefit?**

The hearing to consider the fairness of the settlement is scheduled for February 28, 2024. If the Court approves the settlement, eligible Class Members will receive their benefit 90 days after the settlement has been finally approved and/or after any appeals process is complete. The cash payment will be made in the form of a check, and all checks will expire and become void 180 days after they are issued.

### **HOW TO GET BENEFITS**

#### **9. How do I get a benefit from the settlement?**

You **must** complete and submit a Claim Form to receive a benefit from the Settlement. You may submit a Claim Form either electronically on the Settlement Website by visiting the Settlement website at [www.FSRenewalSettlement.com](http://www.FSRenewalSettlement.com), or by printing and mailing in a paper Claim Form, copies of which are available for download on the website. Claim Forms must be submitted online by 11:59 p.m. CT on January 25, 2024 or postmarked and mailed by January 25, 2024.

### **REMAINING IN THE SETTLEMENT**

#### **10. What am I giving up if I stay in the Class?**

If the settlement becomes final, you will give up your right to sue the Defendant and other Released Parties for the claims being resolved by this settlement. The specific claims you are giving up against the Defendant are described in the Settlement Agreement. You will be “releasing” the Defendant and certain of its affiliates, employees and representatives as described in Sections 1.33 and 3 of the Settlement Agreement. Unless you exclude yourself (*see* Question 13), you are “releasing” the claims, regardless of whether you submit a claim or not. The Settlement Agreement is available through the “court documents” link on the website.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the lawyers listed in Question 11 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

## THE LAWYERS REPRESENTING YOU

### 11. Do I have a lawyer in the case?

The Court has appointed Bursor & Fisher, P.A. and Gucovschi Rozenshteyn, PLLC to be the attorneys representing the Settlement Class. They are called “Class Counsel.” They believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

### 12. How will the lawyers be paid?

The Defendant has agreed that Class Counsel attorneys’ fees and costs may be paid out of the Settlement Fund in an amount to be determined by the Court. The fee petition will seek no more than \$1,000,000 of the Settlement Fund, inclusive of reimbursement of their costs and expenses; the Court may award less than this amount.

Subject to approval by the Court, Defendant has also agreed that the Class Representatives may be paid a Service Award of \$5,000 each from the Settlement Fund for their services in helping to bring and resolve this case.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

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

To exclude yourself from the settlement, you must submit a request for exclusion by 11:59 p.m. EST on January 25, 2024. Requests for exclusion may be submitted either via email at [info@FSRenewalSettlement.com](mailto:info@FSRenewalSettlement.com) or by mailing or otherwise delivering a letter (or request for exclusion) stating that you want to be excluded from the *Young, et al. v. FloSports, Inc.*, Case No. 2023LA000516 settlement. Your letter or request for exclusion must also include your name, your email and billing addresses, that you enrolled in a paid FloSports subscription from August 29, 2018 to June 15, 2023 using a California, New York, North Carolina, Oregon, Florida, Illinois, DC, N. Dakota, Virginia, Hawaii, Vermont billing address and paid fee(s) in connection with such subscription, your signature, the name and number of this case, and a statement that you wish to be excluded. If you choose to submit a request for exclusion by mail, you must mail or deliver your exclusion request, postmarked no later than January 25, 2024, to the following address:

FloSports Settlement  
PO Box 231  
Valparaiso, IN 46384

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

No. Unless you exclude yourself, you give up any right to sue the Defendant for the claims being resolved by this settlement.

**15. If I exclude myself, can I get anything from this settlement?**

No. If you exclude yourself, you will not receive a payment from the Settlement Fund.

**OBJECTING TO THE SETTLEMENT**

**16. How do I object to the settlement?**

If you are 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 file with the Court a letter or brief stating that you object to the settlement in *Young, et al. v. FloSports, Inc.*, Case No. 2023LA000516 and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you rely on for your objections. Your letter or brief must be filed with the clerk of the court or must be e-filed if you are represented by your own attorney. Your letter or brief must also include your name, your address, the basis upon which you claim to be a Class Member (either verification under oath of the date and billing address of enrollment in a FloSports subscription within the Settlement Class Period, or a receipt reflecting such purchase), the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with your objection, and your signature. If you, or an attorney assisting you with your objection, have ever objected to any class action settlement where you or the objecting attorney has asked for or received payment in exchange for dismissal of the objection (or any related appeal) without modification to the settlement, you must include a statement in your objection identifying each such case by full case caption. You must also mail or deliver a copy of your letter or brief to Class Counsel and Defendant's Counsel listed below.

Class Counsel will file with the Court and post on this website its motion for attorneys' fees and costs by November 20, 2023

If you want to appear and speak at the Final Approval Hearing to object to the settlement, with or without a lawyer (explained below in answer to Question Number 20), you must say so in your letter or brief. File the objection with the Court (or mail the objection to the Court) and mail a copy of the objection to Class Counsel and

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Defendant's Counsel, at the addresses below, postmarked no later than **January 25, 2024**.

<b>Court</b>	<b>Class Counsel</b>	<b>Defendant's Counsel</b>
The Honorable Angelo Kappas Circuit Court for DuPage County, Illinois, 18th Judicial District 505 N. County Farm Road Wheaton, IL 60187	L. Timothy Fisher Bursor & Fisher P.A. 1990 N. California Blvd. Walnut Creek, CA 94596	Ana Tagvoryan Blank Rome LLP 2029 Century Park East Los Angeles, CA 90067

**17. What's the difference between objecting and excluding myself from the settlement?**

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

**THE COURT'S FINAL APPROVAL HEARING**

**18. When and where will the Court decide whether to approve the settlement?**

The Court will hold the Final Approval Hearing at 10:00 am on February 28, 2024, at the 18th Judicial Circuit Courthouse, 505 N. County Farm Road, Wheaton, IL 60187. The purpose of the hearing will be for the Court to determine whether to approve the settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the Class Counsel's request for attorneys' fees and expenses; and to consider the request for Service Awards to the Class Representatives. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check for updates by visiting the Settlement Website at [www.FSRenewalSettlement.com](http://www.FSRenewalSettlement.com) or emailing [info@FSRenewalSettlement.com](mailto:info@FSRenewalSettlement.com). If, however, you timely objected to the settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, and the Court has your contact information, you will receive notice of any change in the date of the Final Approval Hearing.

**19. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you serve or file an objection or comment, **QUESTIONS? CALL 888-297-5991 TOLL FREE, OR VISIT [WWW.FSRENEWALSETTLEMENT.COM](http://WWW.FSRENEWALSETTLEMENT.COM)**



you don't have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it is not required.

#### **20. May I speak at the hearing?**

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include in your letter or brief objecting to the settlement a statement saying that it is your "Notice of Intent to Appear in *Young, et al. v. FloSports, Inc.*, Case No. 2023LA000516." It must include your name, address, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your objection and notice of intent to appear must be filed with the Court and postmarked no later than **January 25, 2024**, and be sent to the addresses listed in Question 16.

### **GETTING MORE INFORMATION**

#### **21. Where do I get more information?**

This Notice summarizes the settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at [FSRenewalSettlement.com](http://FSRenewalSettlement.com). You may also write with questions to FloSports Settlement, PO Box 231, Valparaiso, IN 46384. You can email the Settlement Administrator at (888) 297-5991 or Class Counsel at (646) 837-7150 or [info@bursor.com](mailto:info@bursor.com), if you have any questions. Before doing so, however, please read this full Notice carefully. You may also find additional information elsewhere on the case website.