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6 **UNITED STATES DISTRICT COURT**
7 **DISTRICT OF NEVADA**

8 CAMERON PARK, JOSHUA RILEY,
9 MICHAEL ADAMI, MEGAN
10 DUNCAN, BENITO ALICEA, JR.,
11 PHILLIP GARCIA, HASAN DAAS,
12 BRAD GRIER, WESLEY INMAN,
13 MATT LeBOEUF, LLOYD
14 TRUSHEL, MARK WHITE, and
15 DONGSHENG LIU on Behalf of
16 Themselves and All Others Similarly
17 Situated,

18 Plaintiffs,

19 v.

20 ZUFFA, LLC, a Nevada Limited
21 Liability Company (d/b/a "Ultimate
22 Fighting Championship" and "UFC");
23 and NEULION, INC., a Delaware
24 Corporation,

25 Defendants.
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Case No. 2:17-cv-02282

*Assigned to the Honorable Andrew P.
Gordon*

**ORDER
GRANTING MOTION FOR
PRELIMINARY APPROVAL OF
PROPOSED CLASS ACTION
SETTLEMENT,
PROVISIONALLY CERTIFYING
SETTLEMENT CLASS,
DIRECTING NOTICE TO THE
CLASS, AND SCHEDULING OF
FAIRNESS HEARING**

Date Action Filed: Aug. 29, 2017

1 WHEREAS, this matter has come before the Court pursuant to Plaintiffs'
2 Motion for Preliminary Approval of the Class Settlement and Approving the Form
3 and Method of Notice to the Class (the "Motion");

4 WHEREAS, the Court finds that it has jurisdiction over the Action and each
5 of the parties for purposes of settlement and asserts jurisdiction over the Class
6 Members for purposes of effectuating this settlement and releasing their claims
7 (all capitalized terms as defined in the Settlement Agreement attached hereto as
8 Exhibit 1); and,

9 WHEREAS, this Court has considered all of the submissions related to the
10 Motion and is otherwise fully advised in the premises;

11 IT IS HEREBY ORDERED AS FOLLOWS:

12 **I. PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT**

13 1. The terms of the revised Settlement Agreement, including all exhibits
14 thereto (the "Agreement" or "Settlement Agreement"), are preliminarily approved
15 as fair, reasonable, and adequate to the Class, are sufficient to warrant sending
16 notice to the Class, and are subject to further consideration thereof at the Fairness
17 Hearing referenced below. This Order incorporates herein the Agreement, and all
18 of its exhibits and related documents. Unless otherwise provided herein, the terms
19 defined in the Agreement shall have the same meanings in this Order. The
20 Agreement was entered into after extensive arm's length negotiations by
21 experienced counsel and with the assistance and oversight of an experienced
22 neutral, Lizabeth Hasse at JAMS in Las Vegas. The Court finds that the settlement
23 embodied in the Agreement ("the Settlement") is sufficiently within the range of
24 reasonableness so that notice of the Settlement should be given to the Class as
25 provided in the Agreement and this Order. In making this determination, the Court
26 has considered the current posture of this litigation and the risks and benefits to
27 the Parties involved in both settlement of these claims and continuation of the

1 litigation.

2 **II. THE CLASS, CLASS REPRESENTATIVES, AND CLASS COUNSEL**

3 2. The Court provisionally certifies the following Class for settlement
4 purposes only (the “Class”):

5 All Persons who, from a United States address, purchased
6 access to stream the Event for viewing as a consumer on
7 UFC.TV, the UFC mobile application, Amazon Fire TV,
Apple TV, Microsoft Xbox, Roku, or on LG or Samsung
devices

8 3. Specifically excluded from the Class are: (a) Defendants and their
9 employees, principals, affiliated entities, legal representatives, successors and
10 assigns; (b) any Person who files a valid, timely Opt-Out request; (c) federal,
11 state, and local governments (including all agencies and subdivisions thereof, but
12 excluding employees thereof) and (d) the judge(s) to whom this Action is assigned
13 and any members of his, her, or their immediate families.

14 4. The Court preliminarily finds, for settlement purposes only and
15 conditioned upon the entry of this Order, the Final Order, and Final Judgment, the
16 terms of the Agreement, and the occurrence of the Final Effective Date, that the
17 Class meets all the applicable requirements of Fed. R. Civ. P. 23(a) and (b)(3),
18 and hereby provisionally certifies the Class for settlement purposes only.

19 5. The Court preliminarily finds, in the specific context of this
20 Settlement, that: (a) the number of Class Members is so numerous that their
21 joinder in one lawsuit would be impractical; (b) there are some questions of law or
22 fact common to the Class that are sufficient for settlement purposes; (c) the claims
23 of Class Representatives are typical of the claims of the Class Members they seek
24 to represent for purposes of settlement; (d) the Class Representatives have fairly
25 and adequately represented the interests of the Class for settlement purposes and
26 the Class Representatives have retained experienced counsel to represent them
27 whom the Court finds have satisfied the requirements of Fed. R. Civ. P. 23(a)(4)

1 and 23(g) and are qualified to serve as Class Counsel; (e) the questions of law or
2 fact common to the Class, as pertains to consideration of the Settlement,
3 predominate over any questions affecting any individual Class Member; and, (f) a
4 class action is superior to the other available methods for the fair and efficient
5 adjudication of the controversy through settlement.

6 6. The Court designates the following persons as Class Representatives:
7 Cameron Park, Joshua Riley, Michael Adami, Megan Duncan, Benito Aliciea Jr.,
8 Hasan Daas, Brad Grier, Wesley Inman, Matt LeBoeuf, Lloyd Trushel, Mark
9 White, Dongsheng Liu, and Phillip Garcia.

10 7. The Court further preliminarily finds that the following counsel fairly
11 and adequately represent the interests of the Class for settlement purposes and
12 hereby appoints them as Class Counsel pursuant to Fed. R. Civ. P. 23(g): Hart
13 Robinovitch and Caleb Marker of Zimmerman Reed LLP; Bonner Walsh of
14 Walsh PLLC; Timothy J. Peter of Faruqi & Faruqi, LLP; Aaron M. Olson of
15 Haeggquist & Eck, LLP; Eric A. LaGuardia of LaGuardia Law; Drew Ferrandini
16 of Seven Hill Law, APC pursuant to Fed. R. Civ. P. 23(a)(4) and 23(g).

17 8. If the Agreement is not finally approved by the Court, or for any
18 reason the Final Order and Final Judgment are not entered as contemplated in the
19 Agreement, or the Agreement is terminated pursuant to its terms for any reason or
20 the Final Effective Date does not occur for any reason, then:

21 (a) All orders and findings entered in connection with the
22 Agreement shall become null and void and have no force or effect whatsoever,
23 shall not be used or referred to for any purposes whatsoever, and shall not be
24 admissible or discoverable in this or any other proceeding; and

25 (b) The provisional certification of the Class pursuant to this Order
26 shall be vacated automatically and the Actions shall proceed as though the Class
27 had never been certified;

1 (c) Nothing contained in this Order is to be construed as a
2 presumption, concession, or admission by or against Defendants or Plaintiffs of
3 any default, liability or wrongdoing as to any facts or claims alleged or asserted
4 in the Action, or in any action or proceeding, including but not limited to, factual
5 or legal matters relating to any effort to certify the Actions or any Action as a
6 class action;

7 (d) Nothing in this Order pertaining to the Agreement, including
8 any of the documents or statements generated or received pursuant to the claims
9 administration process, shall be used as evidence in any further proceeding in the
10 Actions, including, but not limited to, motions or proceedings seeking treatment
11 of the Action or any action as a class action; and,

12 (e) All of the Court's prior Orders having nothing whatsoever to
13 do with class certification or the Agreement shall, subject to this Order, remain in
14 force and effect.

15 **III. NOTICE TO CLASS MEMBERS**

16 9. The Court has considered the Class Notice plan set forth in the
17 Agreement and finds that the Class Notice and methodology as described in the
18 Settlement Agreement and in the Declaration of the Claims Administrator: (a)
19 meet the requirements of due process and Fed. R. Civ. P. 23(c) and (e); (b)
20 constitutes the best notice practicable under the circumstances to all persons
21 entitled to notice; and, (c) satisfies the Constitutional requirements regarding
22 notice. In addition, the forms of notice (a) apprise Class Members of the
23 pendency of the Action, the terms of the proposed settlement, their rights and
24 deadlines under the Settlement; (b) are written in simple terminology; (c) are
25 readily understandable by Class Members; and, (d) comply with the Federal
26 Judicial Center's illustrative class action notices. The Court approves the Class
27 Notice and methodology as described in the Settlement Agreement in all respects.

10. The following deadlines are established:

- a) 04/09/2018 Date for settlement website (www.UFCPPVsettlement.com) to be established and basic Settlement documents posted [*Date of Preliminary Approval Order + 30 days*];
- b) 04/09/2018 Date for Settlement Administrator to publish the Settlement Notice and Direct Email Notice [*Date of Preliminary Approval Order + 30 days*] (“Notice Date”);
- c) 04/09/2018 Date Claim Period begins [*Date of Preliminary Approval Order + 30 days*]; and
- d) 08/20/2018 Date Claim Period ends [*Date of Final Approval Order + 30 days*].

11. The Court further approves, as to form and content, the Long Form Notice, Direct Email Notice and the Short Form Notice, substantially in the form attached to the Settlement Agreement as Exhibits C, D and E, respectively. The Claims Administrator will cause to be published the Long Form Notice on the Settlement Website, and be provided to Class Members via Direct Email Notice, Exhibit D to the Agreement. The Claims Administrator shall send the Short Form Notice with proper postage prepaid, to the addresses of Class Members as identified by Defendants and forwarded to the Claims Administrator whose emails are returned as undeliverable in accordance with §8.3 of the Settlement Agreement.

12. The Court further approves the establishment of an internet website for the Settlement as described in §8.4 of the Settlement Agreement (www.UFCPPVsettlement.com) that will contain the Consolidated Amended Complaint, the Motion for Preliminary Approval, the Preliminary Approval Order, the Settlement Agreement, Settlement Notice, and Claim Forms. The Settlement Website will also identify key deadlines (*e.g.*, the Claims Deadline, the Opt-Out Deadline, Objection Deadline, the date of Final Approval Hearing), direct Class Members on how to submit Claim Forms, and include a “Frequently Asked

1 Questions” section. The Claim Form found on the Settlement Website shall allow
2 Class Members to complete it electronically.

3 13. The Court further approves the establishment of a toll-free telephone
4 support line that will provide Class Members with general information about the
5 Action and will respond to frequently asked questions about the Action and claims
6 procedure, as described in §8.5 of the Settlement Agreement. Class Members shall
7 be permitted to request and obtain copies of the Settlement Notice and Claim
8 Forms from the Settlement Administrator by calling the toll-free telephone
9 support line.

10 14. The Claims Administrator selected by Class Counsel is Angeion
11 Group, who is approved to serve as the Claims Administrator. Responsibilities of
12 the Claims Administrator are found in the Agreement. Not later than fourteen (14)
13 days before the date of the Final Approval Hearing, the Claims Administrator
14 shall file with the Court (a) the total number of Persons who have submitted
15 timely and valid Opt-Out requests from the Settlement Class and Objections to the
16 Settlement, and the names of such Persons; and (b) prepare a declaration attesting
17 to compliance with Class Notice requirements set forth in the Agreement.

18 15. Consistent with Section X of the Agreement, Defendants will pay all
19 actual fees and expenses for: (a) the costs of preparing and disseminating the
20 notices; (b) the other Administration Expenses, including payments made for the
21 services of the Settlement Administrator and third-party expenses; and (c) fees
22 and expenses incurred by the Settlement Administrator in the course of
23 completing any tasks not enumerated in this Settlement Agreement but which the
24 Court requires.

25 **IV. REQUEST FOR EXCLUSION FROM THE CLASS**

26 16. Class Members who wish to be excluded from the Class must mail a
27 written request for exclusion to the Claims Administrator at the address provided

in the Long Form Notice postmarked by 06/08/2018 [*Notice Date + 60 days*]. The Opt-Out request must contain the requestor's name, address, the words "I wish to be excluded from the *Park, et al. v. Zuffa, LLC, et al.* Class Action," and signature, substantially in a form similar to the Request for Exclusion identified in Exhibit G attached to the Agreement.

17. Potential Class Members who timely and validly exclude themselves from the Class shall not (a) be bound by any orders or the Final Approval Order nor by the Releases contained in the Agreement; (b) be entitled to any relief under the Settlement; (c) gain any rights by virtue of the Agreement; or (d) be entitled to object to any aspect of this Agreement.

18. Any potential Class Member that does not properly and timely exclude themselves from the Class shall remain a Class Member and shall be bound by all the terms and provisions of the Agreement and the Settlement, and by any Orders entered by the Court, including the Final Approval Order.

V. OBJECTIONS

19. Any Class Member who has not requested exclusion and who wishes to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement, or to any award of Attorneys' Fees and Expenses sought, or any individual service awards to any Class Representative must file with the Clerk of Court and provide a copy to the Settlement Administrator, Class Counsel, and Defendants' Counsel at the addresses listed below, on or before 06/08/2018 [*Notice Date + 60 days*], a written statement of their objection, as described in Section IX of the Settlement Agreement.

Clerk of the Court

Clerk of the Court
U.S. District Court
District of Nevada

Class Counsel

ZIMMERMAN REED
Hart L. Robinovitch
14646 N. Kierland Blvd.

Defendants' Counsel

KELLEY DRYE &
WARREN LLP
Jeffrey S. Jacobson

333 Las Vegas Blvd. S. Suite 145 101 Park Avenue
Las Vegas, NV 89101 Scottsdale, AZ 85254 New York, NY 10178

20. To be considered valid by the Court, any objection must be in writing and include the following information:

- a) The case name and number, *Park, et al. v. Zuffa LLC, d/b/a Ultimate Fighting Championship and UFC, et al.*, Case No. 2:17-cv-02282-APG-VCF (D. Nev.);
- b) The name, address, telephone number, and, if available, the email address of the Person objecting;
- c) The name and address of the lawyer(s), if any, who is representing the Person objecting in making the Objection or who may be entitled to compensation in connection with the Objection;
- d) A detailed statement of Objection(s), including the grounds for those Objection(s);
- e) Copies of any papers, briefs, or other documents upon which the Objection is based;
- f) A statement of whether the Person objecting intends to appear at the Final Approval Hearing, either with or without counsel
- g) The identity of all counsel (if any) who will appear on behalf of the Person objecting at the Final Approval Hearing and all Persons (if any) who will be called to testify in support of the Objection;
- h) A statement of her/his membership in the Settlement Class, including all information required by the Claim Form;
- i) The signature of the Person objecting, in addition to the signature of any attorney representing the Person objecting in connection with the Objection; and
- j) A detailed list of any other objection by the Settlement Class Member, or his/her counsel, to any class actions submitted in any court, whether state or otherwise, in the United States in the previous five (5) years. If the Settlement Class Member or his/her counsel has not objected to any other class action settlement in any court in the United States in the previous five (5) years, he/she shall affirmatively state so in the written materials provided in connection with the Objection to this Settlement. This information is requested in order to assist the Court in determining whether the Objection is made by a professional objector seeking financial consideration for their

1 efforts. Failing to provide this information will not affect the
 2 validity of the Objection, but may result in the Court
 3 presuming that the Objection is made by a professional
 objector.

4 21. Class Members may submit an objection either on their own or
 5 through an attorney retained at their own expense, however, each individual Class
 6 Member objecting to the Settlement, in whole or part, shall personally sign the
 7 objection. No objection that fails to satisfy these requirements and any other
 8 requirements found in the Long Form Notice shall be considered by the Court.

9 **VI. FAIRNESS HEARING**

10 22. The Fairness Hearing will be held on July 20, 2018 at 9:00 a.m.
 11 _____ [*Notice Date + 90 days*] in Courtroom 6C of this Court, located at 333 Las
 12 Vegas Blvd. S. Las Vegas, NV 89101. At the Fairness Hearing, the Parties will
 13 jointly request the Court to enter the Final Approval Order, which: (a) grants final
 14 approval of the certification of the Settlement Class; (b) designates the Class
 15 Representatives; (c) designates Class Counsel conditionally approved in the
 16 Preliminary Approval Order; (d) grants final approval to the Settlement and
 17 establishes the Agreement as fair, reasonable, and adequate to the Settlement
 18 Class; (e) provides for the Release of all Released Claims and enjoins Settlement
 19 Class Members from asserting, filing, maintaining, or prosecuting any of the
 20 Released Claims; (f) orders the entry of judgment for Defendants on all claims,
 21 causes of action, and counts alleged in the Action, and incorporates the Releases
 22 stated in the Agreement, with each of the Parties to bear its or his own costs and
 23 attorneys' fees, except as provided by the Agreement; (g) authorizes the payment
 24 by Defendants of Class Counsel's Fee and Expense Award in accordance with the
 25 terms of the Agreement; and (h) preserves the Court's continuing jurisdiction over
 26 the administration of the Settlement and enforcement of the Agreement.

27 23. On or before July 6, 2018 [*Date of Fairness Hearing - 14*

1 *days*], Class Counsel shall file with the Court any Motion in Support of Final
2 Approval of the Settlement, supporting memoranda, and/or other materials.

3 24. On or before May 29, 2018 [*Notice Date + 50 days*], Class
4 Counsel seeking an award of attorneys' fees and costs under Section VIII of the
5 Settlement Agreement, as may be permitted, shall file with the Court and serve
6 Class Counsel and counsel for Defendants, any Petition For Attorneys' Fees and
7 Costs, supporting memoranda or other materials.

8 25. On or before May 29, 2018 [*Notice Date + 50 days*], any Class
9 Representative seeking a service award under Section VII of the Settlement
10 Agreement, as may be permitted, shall file with the Court and serve Class Counsel
11 and counsel for Defendants, any application for a Class Representative Service
12 Award.

13 26. Notwithstanding paragraphs 24 and 25, Class Counsel and the Class
14 Representatives may file updated time records or declarations prior to the Fairness
15 Hearing that reflect additional work completed and which they wish the Court to
16 consider.

17 27. Any Reply briefs in Support of the Petition for Attorneys' Fees and
18 Costs, or Application for a Class Representative Service Award shall be filed on
19 or before June 22, 2018 [*Notice Date + 74 days*].

20 28. The date and time of the Fairness Hearing shall be subject to
21 adjournment by the Court without further notice to the Class Members other than
22 that which may be posted at the Court, on the Court's website, and/or the
23 settlement website at www.UFCPPVsettlement.com.

24 **VII. STAY OF LITIGATION**

25 29. Pending the Fairness Hearing and the Court's decision whether to
26 finally approve the Settlement, all proceedings in the Litigation, other than
27 proceedings necessary to carry out or enforce the Agreement or this Order, are

1 stayed and suspended, until further order from this Court.

2 30. Pending the Fairness Hearing and the Court's decision whether to
3 finally approve the Settlement, no Class Member, either directly, representatively,
4 or in any other capacity (other than a Class Member who validly and timely elects
5 to be excluded from the Class), shall commence, continue, or prosecute against
6 any of the Released Parties (as that term is defined in the Agreement) any action
7 or proceeding in any court or tribunal asserting any of the matters, claims or
8 causes of action that are to be released in the Agreement. Pursuant to 28 U.S.C. §
9 1651(a) and § 2283, the Court finds that issuance of this preliminary injunction is
10 necessary and appropriate in aid of the Court's continuing jurisdiction and
11 authority over the Litigation.

12 31. Upon final approval of the Settlement, all Class Members who do not
13 timely and validly exclude themselves from the Class shall be forever enjoined
14 and barred from asserting any of the matters, claims or causes of action released
15 pursuant to the Agreement against any of the Released Parties, and any such Class
16 Member shall be deemed to have forever released any and all such matters,
17 claims, and causes of action as provided for in the Agreement, except the
18 Reserved Claims.

19 **VIII. CONFIDENTIALITY**

20 32. Any information received by the Claims Administrator or any other
21 person in connection with the Settlement that pertains to personal information
22 regarding a particular Class Member (other than objections or requests for
23 exclusion) shall not be disclosed to any other person or entity other than Class
24 Counsel, Settling Plaintiff's Counsel, Defendants, Defendants' Counsel, the
25 Court, and as otherwise provided in the Agreement.

26 **IX. OTHER PROVISIONS**

27 33. The parties are authorized to take all necessary and appropriate steps

1 to establish the means necessary to implement the Agreement.


2 34. The deadlines set forth in this Order, including, but not limited to,
3 adjourning the Fairness Hearing, may be extended by Order of the Court, for good
4 cause shown, without further notice to the Class Members – except that notice of
5 any such extensions shall be included on the Settlement website
6 (www.UFCPPVsettlement.com). Class Members should check the Settlement
7 website regularly for updates and further details regarding extensions of these
8 deadlines.

9 35. Class Counsel and Defendants' Counsel are hereby authorized,
10 without needing further approval from the Court, to agree to and adopt non-
11 substantive amendments to, modifications of, and/or expansions of the Settlement
12 Agreement, if such changes are consistent with this Order and do not limit the
13 rights of any person or Class Member entitled to relief under the Agreement. All
14 substantive amendments, modifications, and/or expansions shall be submitted to
15 the Court in the form of a joint motion for approval. An example of a non-
16 substantive amendment, modification, and/or expansion includes, but is not
17 limited to, the need to extend a deadline contained in the Agreement for
18 administrative purposes, and minor changes to the form or content of the Class
19 Notice or to any other exhibits that the parties jointly agree are reasonable or
20 necessary.

21 36. The Court shall maintain continuing jurisdiction over these
22 settlement proceedings to assure the effectuation thereof for the benefit of the
23 Class.

24 **IT IS SO ORDERED.**

25 Dated: February 22, 2018.

26 
27 _____
28 UNITED STATES DISTRICT JUDGE