

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Settlement” or “Agreement”) is made and entered by and between Plaintiff Cesar Cejudo, individually and on behalf of the Settlement Class (“Plaintiff” or “Class Representative”), on the one hand, and Defendant MUBI, INC., (“MUBI” or “Defendant”), on the other hand (Plaintiff and Defendant are collectively, the “Parties”), and is subject to approval in the action entitled *Cesar Cejudo v. MUBI, Inc.*, Case No. 5:25-CV-03652-BLF, pending in the United States District Court for the Northern District of California (the “Court”).

I. DEFINITIONS

As used in this Agreement and all related documents, the following terms have the following meanings:

A. “**Action**” means *Cesar Cejudo v. MUBI, Inc.*, Case No. 5:25-CV-03652-BLF (N.D. Cal.).

B. “**Administration Costs**” means the actual costs reasonably charged by the Settlement Administrator for its services as provided for in this Agreement, including, but not limited to, all costs of providing notice to persons in the Settlement Class, issuing Settlement Payments, and processing Claim Forms. Administration Costs will be paid solely from the Gross Settlement Fund.

C. “**Agreement**” or “**Settlement**” means this Settlement Agreement and Release, including the notices and other documents attached as exhibits to this Agreement, and any amendments thereto.

D. “**CAFA Notice**” refers to the notice requirements imposed by 28 U.S.C. § 1715(b).

E. “**Claim**” means a claim made by a claimant via the submission of a Claim Form to the Settlement Administrator pursuant to this Settlement Agreement.

F. “**Claim Form**” means the claim form submitted by a Settlement Class Member, in substantially the same form as “**Exhibit D.**”

G. “**Claim Deadline**” means the date sixty (60) days after the Notice Date, or such other date as ordered by the Court for the expiration of the Claim Period.

H. “**Claim Period**” means the time period in which Settlement Class Members may submit a Claim Form. The Claim Period begins on the Notice Date and expires on the Claim Deadline.

I. “**Claims Process**” means the process for Settlement Class Members’ submission of Claims, as described in this Agreement and ordered by the Court.

J. “**Class Notice**” means all types of notice that will be provided to the Settlement Class, as described in this Agreement and ordered by the Court.

K. “**Class Counsel**” means Jonas Jacobson, Simon Franzini, Martin Brenner, and Grace Bennett of Dovel & Luner, LLP.

L. “**Class Period**” means April 1, 2021, through and including May 31, 2025.

M. “**Effective Date**” means: if there are no objections, the date of the Final Approval Order; if there are objections, the date upon which the last (in time) if the following events occurs: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order; (ii) the date of completion, in a manner that finally affirms and leaves in place the Final Approval Order without any material modification, of all proceedings arising out of an appeal(s) of the Final Approval Order; (iii) the date of final dismissal of any appeal of, or the final dismissal or resolution of any proceeding on certiorari with respect to, the Final Approval Order (so long as that resolution does not result in a material modification of the Final Approval Order); or (iv) the date upon which the final objection is withdrawn.

N. “**Eligible Claimant**” means a claimant who has submitted a valid and timely Claim as determined by the Settlement Administrator.

O. “**Email Notice**” means notice of the proposed settlement to be provided to Settlement Class Members in substantially the same form as “**Exhibit A**.”

P. “**Fairness Hearing**” or “**Final Approval Hearing**” means the hearing at or after which the Court will make a final decision whether to approve this Agreement and the settlement set forth herein as fair, reasonable, and adequate and to enter the Final Approval Order.

Q. “**Fee Award**” means the amount of attorneys’ fees and reimbursement of expenses awarded by the Court to Class Counsel, which will be paid solely out of the Gross Settlement Fund.

R. “**Fees, Costs, and Incentive Award**” means any and all award of attorneys’ fees, costs, and expenses, for Class Counsel, as well as any Incentive Award to Plaintiff that may be awarded by the Court in recognition of the risks Plaintiff has undertaken and his time, cost, and effort in pursuing the Action on behalf of the members of the Settlement Class, all of which will be paid solely out of the Gross Settlement Fund.

S. “**Final Approval Order**” means both the order and judgment, whether entered separately or together, that the Court enters upon finally approving the settlement in connection with the Fairness Hearing.

T. “**Gross Settlement Fund**” means the non-reversionary settlement payment of \$1,600,000, to be paid by MUBI for the benefit of the Settlement Class, to be funded pursuant to the schedule set forth in this Agreement, and to be used to pay all Claims of Eligible Claimants, all Administration Costs, and any Fees, Costs, and Incentive Award, and that are approved by the Court.

U. “**Incentive Award**” means the reasonable payment, subject to Court approval, made to the Class Representative as compensation for his service in pursuing this Action, which will be paid solely out of the Gross Settlement Fund.

V. “**Long Form Notice**” means notice of the proposed settlement to be provided to Settlement Class Members in substantially the same form as “**Exhibit B**.”

W. “**Mail Notice**” means notice of the proposed Settlement to be provided to Settlement Class Members by first class mail, if necessary, in substantially the same form as “**Exhibit C**.”

X. “**Net Settlement Fund**” means the Gross Settlement Fund minus any Court-approved Fees, Costs, and Incentive Award, and all Administration Costs.

Y. “**Notice Date**” means the date no later than 30 days after the Preliminary Approval Date, or such other date set by the Court, on which Class Notice is first issued.

Z. “**Objection/Exclusion Deadline**” means the deadline to object or seek exclusion from the Settlement, which shall be the date that is sixty (60) days after the Notice Date, or such other date set by the Court.

AA. “**Party**” means Plaintiff or Defendant (or collectively “**Parties**”).

BB. “**Preliminary Approval Date**” means the date the Court issues the Preliminary Approval Order.

CC. “**Preliminary Approval Order**” means the Court’s order granting preliminary approval of the Settlement, including but not limited to, the Class Notice and the terms and conditions of this Agreement.

DD. “**Released Claims**” means all claims to be released pursuant to this Agreement.

EE. “**Settlement Administrator**” means the third-party agent or administrator agreed to by the Parties and appointed by the Court. The Parties agree that, subject to the Court’s approval and subject to Defendant’s reasonable veto, Plaintiff will select an independent entity to implement the Class Notice and Claims administration requirements of this Agreement.

FF. “**Settlement Class**” means all persons, during the Class Period, who, while a resident of California, signed up for a subscription to MUBI and had his or her subscription to MUBI renewed, and who did not receive a refund from MUBI of all subscription renewal charges. Based on its records, MUBI estimates that there are 37,786 members of the Settlement Class (before any opt outs or exclusions).

Excluded from the Settlement Class are all persons who validly opt out of the Settlement in a timely manner; governmental entities; counsel of record (and their respective law firms) for the Parties; Defendant and any of its parents, affiliates, subsidiaries, independent service providers

and all of their respective officers and directors; the presiding judge in the Action or judicial officer presiding over the matter, and all of their immediate families and judicial staff.

GG. “**Settlement Class Member(s)**” means any member of the Settlement Class who does not submit a timely and valid request for exclusion from the Settlement.

HH. “**Settlement Interest Bearing Account**” means the separate, interest-bearing account to be established by the Settlement Administrator under terms acceptable to all Parties. The Settlement Interest Bearing Account will be at an FDIC-insured depository institution of the Settlement Administrator’s choice (subject to any Party’s reasonable veto). The Gross Settlement Fund shall be deposited by Defendant into the Settlement Interest Bearing Account in accordance with the terms of this Agreement. The funds in the Settlement Interest Bearing Account shall be invested in the following types of accounts and/or instruments and no other: (i) demand deposit accounts; (ii) time deposit accounts and certificates of deposit; (iii) United States Treasury bills; and/or (iv) other similar instruments backed by the full faith and credit of the United States Government. The costs of establishing and maintaining the Settlement Interest Bearing Account shall be deemed Administration Costs.

II. “**Settlement Payment**” means the payment sent by the Settlement Administrator to an Eligible Claimant. Settlement Payments will be distributed to Eligible Claimants from the Net Settlement Fund on an equal pro rata basis.

JJ. “**Settlement Website**” means the website to be established by the Settlement Administrator for purpose of providing notice, the Claim Form, and other information regarding this Agreement, as described in this Agreement.

KK. “**Website Notice**” means the notice made available on the Settlement Website pursuant to this Agreement, including the Long Form Notice.

II. BACKGROUND

A. On April 25, 2025, Plaintiff filed the Action in the United States District Court for the Northern District of California. Plaintiff’s Complaint alleges that MUBI’s movie streaming subscriptions, sold via its website, violate California’s Automatic Renewal Law. Plaintiff alleges

that Defendant failed to clearly and conspicuously disclose required automatic renewal terms to consumers, to obtain consumers' affirmative consent to those terms, and to provide a compliant post-purchase acknowledgment. The Complaint asserts claims under California's False Advertising Law and California's Unfair Competition Law.

B. Defendant expressly denies any liability or wrongdoing of any kind or that Plaintiff or any putative Class Member has been damaged in any amount or at all in connection with the claims alleged in the Action. Defendant does not admit or concede any actual or potential fault, wrongdoing, or liability against it in the Action. Defendant maintained during the entire pendency of the Action, and continues to maintain, that its challenged practices are legal.

C. The Parties began discussing settlement in or around June of 2025, and engaged in negotiations over approximately six months. The Parties exchanged informal discovery, including financial and sales information concerning the damages alleged by Plaintiff and the putative Class.

D. As part of these negotiations, the Parties participated in two mediation sessions with an experienced mediator, Bruce Friedman of JAMS. The first mediation session was an in-person mediation in Los Angeles, California held on July 18, 2025. In the lead-up to the first mediation, the Parties prepared mediation briefs that addressed their respective positions. Although the Parties did not reach a settlement on that date, the session was productive, and the Parties continued to negotiate through the mediator. The Parties attended a second mediation session on November 6, 2025, also before Mr. Friedman. The Parties reached an agreement in principle at that session. After reaching an agreement in principle, the Parties completed confirmatory discovery and negotiated this Agreement.

E. As a result of the Parties' well-informed, substantive, arduous, and good-faith settlement negotiations, Class Counsel was able to assess thoroughly the claims of Settlement Class Members, as well as Defendant's potential defenses.

F. Based on the this investigation, the current state of the law, the expense, burden and time necessary to prosecute the Action through trial and possible appeals, the risks and uncertainty of further prosecution of this Action considering the defenses at issue, the sharply contested legal

and factual issues involved, and the relative benefits to be conferred upon Settlement Class Members pursuant to this Agreement, Plaintiff and Class Counsel have concluded that a settlement with Defendant on the terms set forth here is fair, reasonable, adequate, and in the best interests of the Settlement Class in light of all known facts and circumstances.

G. Based on the foregoing, it is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from or related to the Action which exist between the Parties. Therefore, it is the intention of Plaintiff and the Settlement Class that this Agreement shall constitute a full and complete settlement and release of the Released Claims against Defendant.

III. TERMS OF SETTLEMENT

In consideration of the mutual covenants and promises set forth herein, and subject to Court approval, the Parties agree as follows:

A. **Conditional Certification of Class.** For settlement purposes only, and without any finding or admission of any wrongdoing or fault by Defendant, and solely pursuant to the terms of this Agreement, the Parties consent and agree to conditional certification of the Settlement Class, pursuant to the applicable rules governing class actions. This certification is conditional on the Court's approval of this Agreement. In the event the Court does not approve all material terms of the Agreement, or if the Agreement is voluntarily or involuntarily terminated for any reason, or if the conditions of the Effective Date are not fulfilled for any reason, then certification of the Settlement Class shall be void and this Agreement and all orders entered in connection therewith, including but not limited to any order conditionally certifying the Settlement Class, shall become null and void and shall be of no further force and effect and shall not be used or referred to for any purposes whatsoever in the Action or in any other case or controversy. And, in such an event, this Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all Parties hereto, who shall be restored to their respective positions as of the date of this Agreement. Defendant has not and shall not be deemed to have waived any opposition or defenses it has to any aspect of the claims asserted in the Action or to

whether those claims are amenable to class-based treatment. Defendant agrees to certification of the Settlement Class for settlement purposes only. In the event the Agreement is not preliminarily approved, the Parties agree to resume settlement discussions in good faith for at least 30 days. If after 30 days the Parties have not agreed to amended settlement terms, then the Parties will confer and provide the Court with a proposed schedule for next steps in the Action.

B. Relief for the Settlement Class.

1. Creation of Settlement Fund.

a. MUBI shall pay the Gross Settlement Fund as follows. Within ten (10) business days after the Preliminary Approval Date, MUBI will deposit or cause to be deposited into the Settlement Interest Bearing Account a cash sum equal to the Gross Settlement Fund.

b. Interest earned on monies in the Settlement Interest Bearing Account shall accrue to the benefit of the Settlement Class (and shall be available to pay Eligible Claimants pro rata), and shall accrue separately to Class Counsel and the Settlement Class in proportion to the Court-approved attorneys' fees and litigation cost reimbursement.

c. If the Effective Date is not achieved, then any monies in the Settlement Interest Bearing Account including interest accrued shall be returned to MUBI except those funds already paid to reimburse the Settlement Administrator for reasonable notice and administration fees and expenses actually incurred.

d. In the event that the Effective Date is not achieved, or if the settlement is reversed, vacated, or otherwise not given final approval for any reason, Class Counsel and the Class Representative shall, within thirty (30) days of written notice from MUBI or order of the Court, return or cause to be returned to the Settlement Interest Bearing Account any attorneys' fees, litigation costs, incentive award, or other payments received by Class Counsel and the Class Representative, respectively, pursuant to this Agreement, together with any interest accrued and received thereon.

2. No Other Payments. Other than its contributions to the Gross Settlement Fund as set forth above, MUBI shall have no obligation to make any additional payment whatsoever in connection with the Settlement, this Agreement, the Notice Plan, and/or the settlement administration.

3. MUBI's Dealings with Settlement Class Members. If contacted about the Settlement, this Agreement, or a Claim by a Settlement Class Member, MUBI will use reasonable efforts to refer that person to the Settlement Administrator by informing them that such inquiries should be directed to the Settlement Administrator and by providing to that person the name of the Settlement Administrator, the domain name of the Settlement Website, the established toll-free number regarding the Settlement, and any email address provided by the Settlement Administrator for Class Member inquiries.

4. Monetary Relief. The settlement shall provide the following monetary relief to Eligible Claimants from the Settlement Interest Bearing Account. The Net Settlement Fund will be distributed to Eligible Claimants on an equal pro rata basis, until the Net Settlement Fund is exhausted. In other words, each Eligible Claimant will receive an equal portion of the total Net Settlement Fund.

5. Claim Process.

a. The Settlement Administrator will develop a Claim Form and submission process that contains reasonable anti-fraud provisions and mechanisms to facilitate the validation and verification of Claims and the allocation of Settlement Payments to Eligible Claimants.

b. Any Settlement Class Member who wishes to submit a Claim must timely complete and submit a Claim Form, and provide the Settlement Administrator with all requested information. The Claim Form will be available to submit on the Settlement Website, which will also include a printable Claim Form, which can be printed and mailed to the Settlement Administrator if a Class Member prefers. Class Counsel and Counsel for MUBI shall have the right to review the Claim files of the Settlement Administrator at any time. The Settlement

Administrator shall have the right to confer with Class Counsel and Counsel for MUBI with respect to any Claim.

c. Claims must be submitted by the Settlement Class Member. Except for Claims submitted by an authorized individual on behalf of a Settlement Class Member that is a minor, an incapacitated person, a deceased individual, or those expressly permitted by the terms of this Agreement, claims submitted by a person other than a Settlement Class Member will be rejected without opportunity to provide additional information or challenge the Settlement Administrator's determination.

d. Subject to the provisions of this Agreement, the Claim Form must be valid and complete on the first submission; however, the Settlement Administrator will have the right to request additional information to validate suspicions or identify potentially fraudulent Claims.

6. Claim Review. The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud, including by cross-referencing the submitted Claim Forms with the Class List. The Settlement Administrator shall reject Claim Forms that fail to (a) comply with the instructions on the Claim Form or the terms of this Agreement, or (b) provide full and complete information as requested on the Claim Form. In the event a person submits a timely Claim Form by the Claim Deadline but the Claim Form is not otherwise complete, then the Settlement Administrator shall give such person reasonable opportunity to provide any requested missing information, which information must be received by the Settlement Administrator no later than twenty-one (21) days after the Claim Deadline. In the event the Settlement Administrator receives such information more than twenty-one (21) days after the Claim Deadline, then any such claim shall be denied. The Settlement Administrator may contact any person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form.

7. Distribution to Eligible Claimants. The Settlement Administrator shall begin paying timely, valid, and approved Claims no later than thirty (30) days after the Effective

Date. The Settlement Administrator shall pay Eligible Claimants by check or electronic means, at the Settlement Class Member's election.

a. Uncashed Settlement Payment Checks. To the extent Settlement Payments are provided by check instead of electronically, the expiration date for settlement checks will be 180 calendar days from the date the settlement checks are issued, unless otherwise extended by agreement of the Parties. All cash payments issued to Settlement Class Members via physical check will state on the face of the check that it will expire and become null and void unless cashed within one hundred eighty days after the date of issuance. Uncashed settlement checks may be reissued where appropriate, including where the Eligible Claimant states that he or she never received the check, in which case the Settlement Administrator will stop payment on the uncashed check and re-issue the check. Any funds remaining because of uncashed checks after the 180-day period will be sent by the Settlement Administrator to the National Consumer Law Center and will not revert to Defendant. Neither the Parties nor their counsel are affiliated with National Consumer Law Center.

C. Releases.

1. Release of Defendant. Upon the Effective Date and provided that Defendant has paid the full Gross Settlement Fund amount, except as to such rights or claims as may be created by this Agreement, and in consideration for the settlement benefits described in this Agreement, Plaintiff and the Settlement Class shall fully release and discharge Defendant and all its present and former parent companies, subsidiaries, investors, shareholders, officers, directors, employees, agents, servants, registered representatives, affiliates, successors, personal representatives, and heirs and assigns (together, the "Discharged Parties") from all claims, demands, liabilities, actions, and causes of action of any kind or nature whatsoever, whether at law or equity, known or unknown, that Plaintiff or Settlement Class Members ever had, now have, or may have against the Discharged Parties in any court, tribunal, arbitration panel, commission, or agency, or before any governmental and/or administrative body, or any other adjudicatory body, on the basis of or arising from the Discharged Parties' automatic renewals of MUBI subscriptions

during the Class Period, which were alleged in the operative complaint in the Action or which arise from the same factual predicate alleged in the operative complaint in the Action (the “Released Claims”). For the avoidance of doubt, the Released Claims shall include all claims that have, or could have, been asserted by any, or on behalf of any, Settlement Class Member in this Action that arise out of the same factual predicate as the claims alleged in the Action.

2. In connection with the foregoing release, Plaintiff and the Settlement Class waive any rights under California Civil Code Section 1542 to the extent that section may be applicable and which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

D. Attorneys’ Fees, Costs, and Incentive Award.

1. The Parties agreed to the material terms set forth in this Agreement and the structure of relief for the Settlement Class without discussing the amount of attorneys’ fees or costs or the amount of an incentive award.

2. Plaintiff’s Attorneys’ Fee Award, and an Incentive Award to Plaintiff, as approved by the Court, shall be paid from the Gross Settlement Fund. No later than thirty-five (35) days prior to the Objection/Exclusion Deadline, or at another date as set by the Court, Class Counsel will file a Motion for Approval of Attorneys’ Fees, Costs, and Incentive Award, which shall be included on the Settlement Website. In the Motion for Approval of Attorneys’ Fees, Costs, and Incentive Award, Class Counsel and Plaintiff shall apply for the following: (a) attorneys’ fees; (b) reimbursement of litigation costs plus reasonable costs estimated to be incurred through the Effective Date; and (c) an Incentive Award for Plaintiff.

3. Class Counsel agrees to limit its request for attorneys’ fees to \$400,000, or 25% of the Gross Settlement Fund. For the avoidance of doubt, in addition to seeking fees in this amount, Class Counsel may also move the Court for reimbursement of reasonably incurred

litigation costs relating to the Action and the Settlement. Court approval of Class Counsel's request for attorneys' fees and/or costs is not a condition of the Settlement. Should Class Counsel seek or be awarded less than the amount requested for attorneys' fees and/or costs, the difference in the amount sought and/or the amount ultimately awarded pursuant to this paragraph shall remain in the Gross Settlement Fund for distribution to Eligible Claimants. Defendant agrees that Class Counsel may seek fees of up to \$400,000, plus reimbursement of reasonable costs, per this Agreement, but may challenge or oppose the amount of fees requested by Class Counsel (i.e., may ask the Court to award Class Counsel less than the amount requested).

4. Plaintiff may move for an incentive award of up to \$5,000 in recognition of his time, costs, and effort in the Action. Court approval of Plaintiff's request for an incentive award is not a condition of the Settlement. Should Class Counsel seek or the Class Representative be awarded less than this amount, the difference in the amount sought and/or the amount ultimately awarded pursuant to this paragraph shall remain in the Gross Settlement Fund for distribution to Eligible Claimants.

5. Any Fees, Costs, and Incentive Award approved by the Court shall be paid out of the Gross Settlement Fund no later than fourteen (14) days after the Effective Date. Payment of the Fee Award shall be made by wire transfer to Class Counsel in accordance with wire instructions to be provided to the Interest Bearing Account agent, after completion of necessary forms, including but not limited to requested W-9 forms. The Incentive Award shall be paid by the Settlement Administrator from the Settlement Interest Bearing Account, to the client trust account of Class Counsel, within fourteen (14) days after the Effective Date. Class Counsel shall then distribute the Incentive Award to Plaintiff.

6. Except for the payment of Fees, Costs, and Incentive Award solely out of the Gross Settlement Fund as specifically provided for in this Agreement, Defendant does not agree to pay and shall not be responsible or liable under this Agreement for the payment of any attorneys' fees, costs, or expenses of Class Counsel, Plaintiff, the Settlement Class, Settlement Class Members, any person or entity that may object to the Agreement, or any attorney who may

represent any person or entity that may object to the Agreement, in connection with the Action or in connection with any claim that was or could have been alleged in the Action.

IV. SETTLEMENT ADMINISTRATION AND NOTICE

A. All notice and claims administration activities shall be carried out exclusively by the Settlement Administrator. The Settlement Administrator shall be appointed by the Court in the Preliminary Approval Order.

B. **Administration Costs.** The reasonable fees and expenses of the Settlement Administrator shall be paid solely from the Gross Settlement Fund. The Settlement Administrator shall provide Class Counsel and counsel for Defendant with a Notice Plan that shall set forth a detailed estimate and a “not to exceed” price for performing all tasks and duties regarding this Settlement. Class Counsel and counsel for Defendant shall have the right to review and object to the Notice Plan and the proposed fees and expenses of the Settlement Administrator before selection of the Settlement Administrator.

C. **Notice.**

1. Within seven (7) days after the Preliminary Approval Date, Defendant will provide the Settlement Administrator a customer list of Settlement Class Members, including, to the extent available in Defendant’s records, each Class Member’s name, most recent California billing address, and most current email address associated with a Class Member’s MUBI subscription, for the purpose of administering the Settlement reached pursuant to this Agreement (the “Class List”).

2. The Settlement Administrator shall commence providing Class Notice in the forms approved by the Court, as detailed below, no later than 30 days after the Preliminary Approval (the Notice Date).

3. **Email Notice.** On the Notice Date, the Settlement Administrator shall provide for Email Notice by sending an email substantially in the same form as **Exhibit A** to the email addresses for Settlement Class Members identified by Defendant. The Email Notice will include an electronic link to the Claim Form or the Claim portal on the Settlement Website.

4. Mail Notice. If an Email Notice is returned as undeliverable, or if a valid email address is unavailable for a given Settlement Class Member, the Settlement Administrator will send a Mail Notice in substantially the same form as **Exhibit C** via first class U.S. mail, postage pre-paid to the most recent billing address provided by Defendant and associated with the Settlement Class Member's subscription to MUBI.

a. Update Addresses. Prior to mailing any Notice, the Settlement Administrator will update the U.S. mail addresses of persons on the Class List using the National Change of Address database and other available resources deemed suitable by the Settlement Administrator. The Settlement Administrator shall take all reasonable steps to obtain the correct address of any Settlement Class Members for whom Notice is returned by the U.S. Postal Service as undeliverable and shall attempt re-mailings.

5. Reminder Notice. At least thirty (30) calendar days prior to the Claim Deadline, or some other date ordered by the Court or mutually agreed upon by the Parties, the Settlement Administrator shall provide an additional notice via email to all Settlement Class Members for whom Defendant has a valid email address. The Reminder Notice will, among other things, identify the Claim Deadline, and briefly explain the Claims Process (including by providing a link to the Claim Form or the Claim portal on the Settlement Website).

6. Website Notice. The Settlement Administrator will establish and maintain the Settlement Website. The Settlement Website will be dedicated to the Settlement. On the Settlement Website will be posted the Long Form Notice, the Claim Form, a copy of this Agreement, any filed Motions seeking preliminary or final approval of the Settlement, the Preliminary Approval Order, any motion seeking Attorneys' Fees, Costs, and Incentive Award (once filed), and any other materials the Parties agree to include. The Settlement Website shall also provide for the straightforward and user-friendly online submission of Claim Forms, and instructions as to how to access further case information, including through the Court. The Settlement Website will also explain Settlement Class Members' right to opt out of or object to the Settlement, and provide the dates to opt out of or object to the settlement. The Settlement

Website shall also state the date of the Fairness Hearing, that the date may change without further notice, and that Settlement Class Members should be advised to check the Settlement Website or the Court's PACER site to confirm that the date has not been changed to confirm that the date has not been changed. These documents and information shall be available on the Settlement Website no later than the Notice Date and remain until at least 30 days after the Parties post the post-distribution accounting described in this Agreement below. The Settlement Website shall not include any advertising and shall not bear or include Defendant's logo or trademarks. In addition, the website shall be taken down 30 days after the post-distribution accounting described in this Agreement below.

7. Toll-Free Number. The Settlement Administrator shall establish and host an automated case-specific toll-free number to allow Class Members to learn more and to request further information about the Action.

8. CAFA Notice. The Settlement Administrator shall be responsible for timely compliance with all CAFA notice requirements. The Settlement Administrator and the Parties shall work together in good faith to come to agreement regarding the form and content of, and secure any necessary court approval of, the CAFA Notice. All costs associated with effectuating CAFA Notice, including but not limited to postage and printing, shall be deemed Administrative Costs and paid exclusively from the Gross Settlement Fund.

D. Claims Process. Settlement Class Members may submit a Claim Form to the Settlement Administrator via a web form on the Settlement Website during the Claim Period. Settlement Class Members may, at their option, submit a paper Claim Form, which will be accepted upon receipt as valid by the Settlement Administrator if the claim is otherwise valid.

The Settlement Administrator will use adequate and customary procedures and standards to prevent the payment of fraudulent claims. This may include measures such as using a class member identifier to access and file claims and/or validating claims against Defendant's records. The Settlement Administrator shall have the right to audit Claims, and the Settlement Administrator may request additional information from Settlement Class Members submitting

Claims. The Settlement Administrator shall maintain records of all Claim Forms until 180 days after all valid Claims have been finally resolved and the Settlement Administrator has issued payment to Eligible Claimants. Such records will be made available upon request to Class Counsel and Defendant's counsel at the end of the 180-day period. The Settlement Administrator also shall provide such reports, declarations, and such other information to the Court as the Court may require or as Class Counsel or Defendant requests.

E. **Weekly Reports and Final Tally.** The Settlement Administrator shall provide weekly reports to Class Counsel and Defendant's counsel stating the number of Claims received and the number of any Claims that have been denied, as well as the number of requests for exclusion received, and the number of objections that the Settlement Administrator is aware of. Within **seven (7) calendar days** after the close of the Claim Period, the Settlement Administrator shall provide the Parties with the total number of valid and timely Claims received and approved, the total number of valid and timely objections to the Settlement that the Settlement Administrator is aware of, and the total number of valid and timely requests to opt-out of the settlement. The Settlement Administrator shall also provide Defendant with a list of Settlement Class Members who submitted a valid and timely Claim.

F. **Post-Distribution Accounting.** Within 21 days after settlement checks distributed under the Settlement expire, the Parties shall file a post-distribution accounting with the information requested by the Court and identified in the United States District Court for the Northern District of California's *Procedural Guidance for Class Action Settlements*. The post distribution accounting will be posted on the Settlement Website.

G. Class Counsel and Defendant will cooperate with the Settlement Administrator in an effort to reasonably manage and reduce Administration Costs.

V. **PROCEDURES FOR OBJECTING TO OR REQUESTING EXCLUSION FROM SETTLEMENT**

A. **Objections.** Only Settlement Class Members may object to the Settlement. A Settlement Class Member who wishes to object to the Settlement must do so in writing by the

Objection/Exclusion Deadline. All written objections and supporting papers must (a) contain and clearly identify the case name and number; (b) be submitted to the Court either by either filing them electronically or mailing them to the Class Action Clerk, United States District Court for the Northern District of California, Robert F. Peckham Federal Building & United States Courthouse, 280 South 1st Street, Room 2112, San Jose, CA 95113, or by filing them in person at any location of the United States District Court for the Northern District of California; and (c) be filed or postmarked on or before the Objection/Exclusion Deadline. Written objections must also contain: (1) the full name, address and telephone number of the Settlement Class Member; (2) a written statement of all grounds for the objection accompanied by legal support for the objection (if any); (3) any papers, briefs or other documents upon which the objection is based; (4) a list of all persons who will be called to testify in support of the objection (if any); (5) a statement of whether the Settlement Class Member intends to appear at the Fairness Hearing; (6) proof of membership in the Settlement Class, or a signed statement attesting, under penalty of perjury, that he or she, while a California resident and during the Class Period, had his or her subscription to MUBI renewed, and did not receive a refund of all subscription renewal charges; (7) a list of all objections filed by the objector and his or her counsel to class action settlements in the last three years; and (8) the signature of the Settlement Class Member and her or his counsel, if any. No Settlement Class Member shall be heard at the Fairness Hearing (whether individually or through separate counsel) unless written notice of the Settlement Class Member's intention to appear at the Fairness Hearing, and copies of any written objections or briefs, have been timely submitted to the Court. The date of the postmark on the mailing envelope or a legal proof of service accompanied by a file-stamped copy of the submission shall be the exclusive means used to determine whether an objection and/or notice of intention to appear has been timely filed and served. In the event that the postmark is illegible, the objection and/or notice to appear shall be deemed untimely unless it is received by the Court within two (2) calendar days of the Objection/Exclusion Deadline. The Class Representative, Class Counsel, and/or Defendant may file responses to any timely written objections no later than fourteen (14) days prior to the Final Approval Hearing. Any Settlement

Class Member who fails to timely file or submit a written objection that complies with the requirements above shall not be permitted to object to this Settlement Agreement or appear at the Final Approval Hearing, shall be foreclosed from seeking any review of this Settlement by appeal or other means, and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Action or any other action or proceeding.

B. **Procedure for Requesting Exclusion.** Settlement Class Members who wish to opt out of this settlement must submit a written statement to the Settlement Administrator by the Objection/Exclusion Deadline. To be valid, each request for exclusion must: (a) state the individual's name, address, and phone number; (b) be personally signed by the individual and not the individual's attorney or anyone acting on the individual's behalf; and (c) include the statement "I/we request to be excluded from the class settlement in *Cesar Cejudo v. MUBI, Inc.*, Case No. 5:25-CV-03652-BLF (N.D. Cal.)." No "class" or "mass" exclusions shall be permitted. Requests to opt-out that do not include all required information and/or that are not submitted on a timely basis will be null, void, and ineffective. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether an individual's opt-out/exclusion request has been timely submitted. If the postmark is illegible, the opt-out/exclusion request shall be deemed untimely unless it is received by the Settlement Administrator within two (2) days of the Objection/Exclusion Deadline. Any individual who properly opts out of the Settlement Class using this procedure will not be entitled to any Settlement Payment, will not be bound by the Agreement, and will not have any right to object, appeal or comment thereon. Settlement Class Members who fail to submit a valid and timely request for exclusion on or before the Objection/Exclusion Deadline shall be bound by all terms of the Agreement and any final judgment entered in this litigation if the Settlement is approved by the Court, regardless of whether they ineffectively or untimely requested exclusion from the Settlement. A member of the Settlement Class who opts out can, on or before the Objection/Exclusion Deadline, withdraw their request for exclusion by submitting a written request to the Settlement Administrator stating their desire to revoke their request for exclusion along with their written signature.

C. **Termination Right.** At its discretion, Defendant has the unconditional right, but not the obligation, to terminate this Agreement if the total number of opt-outs exceeds 5% of the Settlement Class.

VI. PRELIMINARY APPROVAL OF SETTLEMENT

Following full execution of this Agreement, Plaintiff will move the Court for entry of a Preliminary Approval Order that specifically includes provisions that: (a) preliminarily approve the Settlement as fair, adequate and reasonable to the Settlement Class, and within the reasonable range of possible final approval; (b) conditionally certify the Settlement Class for settlement purposes only and appoint Class Counsel as counsel for the Settlement Class for settlement purposes only; (c) approve the forms of Class Notice and find that the notice constitutes the best notice practicable under the circumstances, provides due and sufficient notice to the Settlement Class and fully satisfies the requirements of due process and the applicable rules governing class action settlements; (d) direct that notice be provided to the Settlement Class in accordance with this Agreement and by the Notice Date; (e) establish a procedure for persons in the Settlement Class to object to the settlement or exclude themselves from the Settlement Class by the Objection/Exclusion Deadline, after which no one shall be allowed to object to the Settlement or exclude himself or herself from the Settlement Class or seek to intervene; (f) approve the Claim Form and the Claims Process described herein, and set a deadline for timely submission of Claims; (g) pending final determination of whether the Settlement should be approved, bar and enjoin all persons in the Settlement Class from commencing or prosecuting against any of the Discharged Parties any action, arbitration, or proceeding in any court, arbitration forum, or tribunal asserting any of the Released Claims; (h) pending final determination of whether the Settlement should be approved, stay all proceedings in the Action except those related to effectuation of the Settlement; (i) schedule the Fairness Hearing; and (j) provide that, in the event the proposed Settlement set forth in this Agreement is not approved by the Court, or in the event that this Agreement becomes null and void pursuant to its terms, this Agreement and all orders entered in connection therewith, including but not limited to any order conditionally certifying the Settlement Class, shall become

null and void and shall be of no further force and effect and shall not be used or referred to for any purposes whatsoever in the Action or in any other case or controversy; and that in such an event, this Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all Parties hereto, who shall be restored to their respective positions as of the date of this Agreement. In the event the Court does not enter a Preliminary Approval Order like that described herein, or decides to do so only with substantial modifications, then the Parties have the right, but not the obligation, to terminate this Agreement.

VII. FINAL APPROVAL OF SETTLEMENT

At least fourteen (14) days prior to the Final Approval Hearing, or on a date ordered by the Court, Plaintiff shall file a Motion for Final Approval of the Settlement. Plaintiff shall request that the Court enter a Final Approval Order that specifically includes provisions that: (a) finally approve the Settlement as fair, reasonable and adequate to the Settlement Class Members; (b) find that the Class Notice as given was the best notice practicable under the circumstances, is due and sufficient notice to the Settlement Class and fully satisfies the requirements of due process and the applicable rules governing class action settlements; (c) approve the plan of distribution of the Settlement Payments; (d) finally certify the Settlement Class; (e) confirm that Plaintiff and the Settlement Class Members have released all Released Claims and are permanently barred and enjoined from asserting, commencing, prosecuting or continuing any of the Released Claims against the Discharged Parties; and (f) dismiss the Action with prejudice, without costs to any Party, except as provided in this Agreement, and subject to the Court retaining continuing jurisdiction over the Parties for the purpose of enforcement of the terms of this Agreement.

IX. PARTIES' AUTHORITY

The signatories each represent that they are fully authorized to enter into this Agreement and bind the Parties to its terms and conditions.

X. MUTUAL FULL COOPERATION

The Parties agree to cooperate fully with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and the taking of such other

action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement. As soon as practicable after execution of this Agreement, Class Counsel, with the assistance and cooperation of Defendant and its counsel, shall take all necessary steps to secure the Court’s final approval of this Agreement. The Parties also agree to cooperate fully to ensure compliance with United States District Court for the Northern District of California’s *Procedural Guidance for Class Action Settlements*.

XI. NO ADMISSION

This Agreement is not to be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Defendant denies all liability for claims asserted in the Action. Each of the Parties has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses. This Agreement, negotiations leading to it, and any related documents or statements constitute settlement communications and shall, pursuant to Fed. R. Evid. 408 and related or corresponding state evidence laws, be inadmissible in evidence in any proceeding, action, arbitration, or hearing, including without limitation any litigation or regulatory proceeding or action, to establish liability, wrongdoing, the appropriateness of class certification, or the validity of any claims.

XII. NOTICES

Unless otherwise specifically provided, all notices, demands or other communications in connection with this Agreement shall be in writing and shall be deemed served on the date of emailing or mailing by United States registered or certified mail, return receipt requested, addressed as follows:

<u>For The Settlement Class</u>	<u>For Defendant</u>
Jonas Jacobson DOVEL & LUNER, LLP	LATHAM & WATKINS LLP Michael H. Rubin (Bar No. 214636) <i>michael.rubin@lw.com</i>

201 Santa Monica Blvd., Suite 600 Santa Monica, California 90401 jonas@dovel.com	505 Montgomery Street, Suite 2000 San Francisco, California 94111-6538 Telephone: +1.415.391.0600 Gregory W. Swartz (Bar No. 308071) <i>greg.swartz@lw.com</i> 355 South Grand Avenue, Suite 400 Los Angeles, California 90071 Telephone +1.213.485.1234
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XIII. CONSTRUCTION

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

XIV. MATERIAL TERMS; CAPTIONS

Each term of this Agreement is a material term of the Agreement and not merely a recital unless specifically and expressly stated otherwise, and reflects not only the intent and objectives of the Parties but also the consideration to be exchanged by the Parties hereunder.

Paragraph titles or captions are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any of its provisions.

XV. INTEGRATION CLAUSE

This Agreement contains the entire agreement between the Parties relating to the Settlement, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are extinguished.

XVI. NON-EVIDENTIARY USE

Neither this Agreement nor any of its terms shall be offered or received into evidence in the Action, or in any other action or proceeding; provided, however, that nothing contained in this section shall prevent this Agreement from being used, offered, or received in any proceeding to approve, enforce, construe, or finalize this Agreement.

XVII. NO COLLATERAL ATTACK

This Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of the notices to the Settlement Class after the judgment and dismissal is entered. Such prohibited collateral attacks shall include claims that a Settlement Class Member's Settlement Payments was improperly calculated or adjusted.

XVIII. AMENDMENTS

The terms and provisions of this Agreement may be amended only by a written agreement, which is both (1) signed by the Parties who have executed this Agreement and (2) approved by the Court.

XIX. ASSIGNMENTS

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party or Settlement Class Member without the express written consent of each other Party hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties and Settlement Class Members under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person.

XX. GOVERNING LAW

This Agreement shall be governed by, construed, and interpreted and the rights of the Parties determined in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

XXI. BINDING ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

XXII. TAX CONSEQUENCES

No opinion concerning the tax consequences of this settlement to any Settlement Class Member is given or will be given by Defendant, Defendant's counsel, or Class Counsel, nor is any Party or his/her/its counsel providing any representation or guarantee respecting the tax

consequences of the settlement as to any Settlement Class Member. The Long Form Notice provided on the Settlement Website will direct Settlement Class Members to consult their own tax advisors regarding the tax consequences of the settlement and any tax reporting obligations with respect thereto. Each Settlement Class Member is responsible for his/her taxes or tax reporting and other obligations respecting the settlement, if any.

XXIII. CLASS COUNSEL SIGNATORIES

It is agreed that because the Settlement Class appears to be so numerous, it is impossible or impractical to have each Settlement Class Member execute this Agreement. The notice plan set forth herein will advise Settlement Class Members of all material terms of this Agreement, including the binding nature of the releases, and thus shall have the same force and effect as if this Agreement were executed by each Settlement Class Member.

XXIV. COUNTERPARTS

This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties and the Settlement Class. This Agreement may be signed via DocuSign (or equivalent electronic signature platform). This Agreement may be delivered originally or by email or other electronic means, and the delivered image or electronic signature shall be treated as an original.

XXV. CONTINUING JURISDICTION

The Court shall retain exclusive and continuing jurisdiction to interpret and enforce the terms, conditions, and obligations of this Agreement and its own orders and judgments. In the event of a breach by Plaintiff, Defendant, a Settlement Class Member, Defendant's counsel, or Class Counsel under this Agreement, the Court may exercise all equitable powers over Plaintiff, Defendant, such Settlement Class Member, Defendant's counsel, or Class Counsel to enforce this Agreement and the Final Order and Judgment irrespective of the availability or adequacy of any

remedy at law. Such powers include, among others, the power of specific performance and injunctive relief.

XXVI. SETTLEMENT TIMELINE

For the Court’s, the Parties’, and Settlement Class Members’ convenience, the pertinent deadlines contained in this Agreement are listed below.

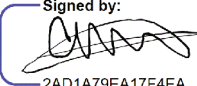
EVENT	PROPOSED DEADLINE
Notice Date	30 Days After Preliminary Approval Order
Deadline for Class Counsel to File a Motion for Attorneys’ Fees and Cost	35 Days before Objection/Exclusion Deadline
Objection/Exclusion Deadline	60 Days After Notice Date
Claim Deadline	60 Days After Notice Date
Motion for Final Approval	14 Days Before Final Approval Hearing
Class Counsel to File Responses to Any Written Objections	14 Days Before Final Approval Hearing
Final Approval Hearing	As Set By the Court
Funding of Gross Settlement Fund	10 Business Days After Preliminary Approval Order
Payment of Incentive Awards	14 Days After Effective Date
Payment of Attorneys’ Fee Award	14 Days After Effective Date
Distribution of Net Settlement Fund to Settlement Class Members Who Submit Valid Claim Forms	30 Days After the Effective Date

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the dates indicated below:

[Signatures on following pages.]


CLASS REPRESENTATIVE AND CLASS COUNSEL:

Dated: 12/30/2025

Signed by:
By: 
2AD1A79EA17F4EA...
Cesar Cejudo, individually and on
behalf of the Settlement Class

Dated: 12/30/2025

Dovel & Luner, LLP

DocuSigned by:
By: 
E2D6B2E3C2F74B8...
Jonas JACOBSON
Counsel for Plaintiff and Settlement
Class Counsel

DEFENDANT AND COUNSEL FOR DEFENDANT:

Dated: 1/2/2026

MUBI, Inc.

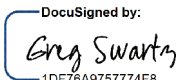
By:  Signed by:
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Name: JAMES SPORLE

Title: General Counsel

Dated: January 5, 2026

Latham & Watkins LLP

By:  DocuSigned by:
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Name: Greg Swartz

Counsel for Defendant