

**SUPREME COURT OF THE STATE OF NEW YORK, COUNTY OF NASSAU**

*Awad v. Fandango Media, LLC*, Index No. 610563/2024

**If You Paid a Convenience Fee to Purchase Electronic Tickets to a Movie in Any Movie Theater Located Within New York State From Fandango’s Website, Mobile Phone Application, and/or Any Other Fandango Owned or Operated Online Platform From August 29, 2022, To And Through March 11, 2024, 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 claiming that Defendant Fandango Media, LLC (“Defendant”) failed to timely disclose a convenience fee for online tickets to movie theaters in New York state, in alleged violation of New York Arts and Cultural Affairs Law (“ACAL”) § 25.07(4). Defendant denies that it violated any law, but has agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.
- You are included if you paid a convenience fee to purchase electronic tickets to any movie in any movie theater located within New York state from Fandango’s website, mobile phone application, and/or any other Fandango owned or operated online platform from August 29, 2022, to and through March 11, 2024.
- Read this notice carefully. Your legal rights are affected whether you act, or do not act.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM BY MARCH 31, 2025</b>	This is the <b>only</b> way to receive a \$5.00 cash payment or \$10.00 voucher to Fandango at Home. You may file a claim <a href="#">here</a> or mail your claim form to Fandango Ticket Fee Settlement Administrator, c/o Epiq, PO Box 2833, Portland, OR 97208-2833. You will also give up your rights to sue the Defendant about the claims in the case.
<b>EXCLUDE YOURSELF BY JANUARY 28, 2025</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 28, 2025</b>	Write to the Court explaining why you do not like the Settlement.
<b>GO TO THE HEARING ON FEBRUARY 27, 2025</b>	Ask to speak in Court about your opinion of the Settlement.
<b>DO NOTHING</b>	You won’t get a share of the Settlement benefits and will give up your rights to sue the Defendant about the claims in this case.

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

**QUESTIONS? CALL (888) 884-1053 TOLL-FREE, OR VISIT  
WWW.FANDANGOTICKETFEESSETTLEMENT.COM**

## 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 case is called *Awad v. Fandango Media, LLC*, Index No. 610563/2024, pending in the Supreme Court of the State of New York, County of Nassau. The people who sued are called the Plaintiffs. The Defendant is Fandango Media, LLC.

### 2. What is a class action?

In a class action, one or more people called class representatives (in this case, Clair Awad and Shane Mannion) 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 Class.

### 3. What is this lawsuit about?

This lawsuit claims that Defendant failed to timely disclose a convenience fee for online tickets to movie theaters in New York state, in alleged violation of ACAL § 25.07(4). The Defendant denies it violated any law. The Court has not determined who is right or if Defendant violated the law. 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 Class Members will get compensation sooner rather than after the completion of a trial, if at all.

## WHO’S 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 individuals in the United States who paid a convenience fee to purchase electronic tickets to any movie in any movie theater located within New York state from Fandango’s website, mobile phone application, and/or any other Fandango owned or operated online platform from August 29, 2022, to and through March 11, 2024.

## THE SETTLEMENT BENEFITS

### 6. What does the Settlement provide?

**Compensatory Relief.** Settlement Class Members may submit a valid Claim Form [here](#) for either (1) a \$5.00 cash payment; or (2) a \$10.00 voucher for Fandango at Home, at their election. The \$10.00 Fandango at Home voucher is a promotional code that can be used to rent or purchase movies or television shows for viewing on the Fandango at Home website or applications.

Defendant has created a Settlement Benefit Cap totaling \$9,000,000.00 All payments for approved claims to the Settlement Class, together with notice and administrative expenses, approved attorneys’ fees and costs to Class Counsel, and service awards to the Class Representatives will be subject to the Settlement Benefit Cap.

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**Prospective Relief.** Additionally, Defendant has changed the purchase flow for tickets to New York theatres on its website and agrees to comply with ACAL § 25.07(4) unless and until it is amended, repealed, or otherwise invalidated.

A detailed description of the settlement benefits can be found in the Settlement Agreement, a copy of which is accessible on the Settlement Website [here](#).

## 7. How much will my payment be?

You **must** submit a Claim Form (see instructions below) to receive a \$5.00 cash payment or a \$10.00 voucher to Fandango at Home, at your election.

You must provide proof of your Settlement Class membership when filing a claim by providing the unique Notice ID and Confirmation Code on the notice you received by email. If for some reason you did not receive this information but believe you are a Settlement Class Member, please call 1-888-884-1053 to verify your identity and receive further information on how to file a claim.

## 8. When will I get my payment?

The hearing to consider the fairness of the settlement is scheduled for February 27, 2025. If the Court approves the settlement, you will receive an email with instructions for how to claim your \$5.00 cash payment or \$10.00 voucher to Fandango at Home, 30 days after the Settlement has been finally approved and/or after any appeals process is complete. If you elected a cash payment, your payment will be made in the form you elected (PayPal, Venmo, Zelle, or check), and all checks will expire and become void 180 days after they are issued. All Fandango at Home vouchers will expire no earlier than one (1) year after the date of issue.

## HOW TO GET BENEFITS

### 9. How do I get a payment?

Settlement Class Members may submit a valid Claim Form by accessing [FandangoTicketFeeSettlement.com](https://www.fandango.com/ticket-fee-settlement) for either (1) a \$5.00 cash payment; or (2) a \$10.00 voucher for Fandango at Home, at their election.

## 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 Section 1.28 of the Settlement Agreement. Unless you exclude yourself (*see* Question 13), you are “releasing” the claims, regardless of whether you claim your settlement benefit or not. The Settlement Agreement is available on the Settlement Website [here](#).

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 at your expense if you have questions.

## THE LAWYERS REPRESENTING YOU

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

The Court has appointed Philip L. Fraietta and Stefan Bogdanovich of Bursor & Fisher, P.A. 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.

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## 12. How will the lawyers be paid?

Class Counsel's attorneys' fees, costs, and expenses will be paid separately by Defendant and as awarded by the Court. Class Counsel is entitled to seek no more than \$2,250,000, but the Court may award less than this amount.

As approved by the Court, the Class Representatives will separately be paid a service award by Defendant for helping to bring and settle the case. The Class Representatives may seek up to \$5,000 each as a service award, but the Court may award less than this amount.

## 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 28, 2025. Requests for exclusion may be submitted either on the Settlement Website (via the online form accessible [here](#)) or by mailing or otherwise delivering a letter (or request for exclusion) stating that you want to be excluded from the *Awad v. Fandango Media, LLC*, Index No. 610563/2024 settlement. Your letter or request for exclusion must include (i) your name, (ii) your address, (iii) a statement that you paid a convenience fee to purchase electronic tickets to any movie in any movie theater located within New York state from Fandango's website, mobile phone application, and/or any other Fandango owned or operated online platform from August 29, 2022, to and through March 11, 2024, (iv) your signature, (v) the name and number of this case, and a (vi) 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 28, 2025, to the following address:

Fandango Ticket Fee Settlement Administrator  
c/o Epiq  
P.O. Box 2833  
Portland, OR 97208-2833

### 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 any payment from the Settlement Fund. You will not receive a \$5.00 cash payment or a \$10.00 voucher for Fandango at Home.

## 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 do not 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 *Awad v. Fandango Media, LLC*, Index No. 610563/2024 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 also include your name, your address, the basis upon which you claim to be a Class Member, 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.

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Class Counsel will file with the Court and post on the website its request for attorneys' fees by December 16, 2024.

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 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 Defendant's Counsel, at the addresses below, postmarked no later than **January 28, 2025**.

<b>Court</b>	<b>Class Counsel</b>	<b>Defendant's Counsel</b>
The Honorable Denise L. Sher, J.S.C. Supreme Court of the State of New York, County of Nassau 100 Supreme Court Drive Mineola, NY 11501	Philip L. Fraietta Bursor & Fisher P.A. 1330 Avenue of the Americas, 32 <sup>nd</sup> Floor New York, NY 10019	Christine M. Reilly Manatt, Phelps & Phillips, LLP 2049 Century Park East, Suite 1700 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 do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the Class is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

## **THE COURT'S 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 9:00 a.m. on February 27, 2025, IAS Part 30 at the Supreme Court of the State of New York, County of Nassau, 100 Supreme Court Drive, Mineola, NY 11501. 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 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.FandangoTicketFeeSettlement.com](http://www.FandangoTicketFeeSettlement.com) or by calling (888) 884-1053. If, however, you timely objected to the Settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, 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 send an objection or comment, you do not 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 Fairness 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 *Awad v. Fandango Media, LLC*, Index No. 610563/2024.” 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 28, 2025** 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 [www.FandangoTicketFeeSettlement.com](http://www.FandangoTicketFeeSettlement.com). You may also write with questions to Fandango Ticket Fee Settlement, c/o Epiq, PO Box 2833, Portland, OR 97208-2833. You can call the Settlement Administrator at (888) 884-1053 or Class Counsel at (646) 837-7150, 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.

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