

**IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS  
STATE OF MISSOURI**

JAMES PUDLOWSKI, <i>et al.</i> ,	)	
	)	
Plaintiffs,	)	No. 1622-CC00083-01
	)	
v.	)	Div. 8
	)	
THE ST. LOUIS RAMS, LLC, <i>et al.</i> ,	)	
	)	

**[PROPOSED] ORDER FOR PRELIMINARY APPROVAL OF SETTLEMENT**

Upon consideration of Plaintiffs’ Unopposed Motion for Preliminary Approval of Settlement, and after review of Plaintiffs’ supporting exhibits (the “Motion”), including the Class Action Settlement Agreement executed between the Parties (the “Settlement Agreement”), it is hereby **ORDERED** as follows:

1. As used herein, words with initial capitalization shall have the same meaning as set forth in the Settlement Agreement, except where otherwise noted.
2. The Settlement Agreement is preliminarily approved as fair, reasonable, and adequate under Missouri law. The Court finds that the Parties entered into the Settlement Agreement in good faith, following arms-length negotiation between their respective counsel with the assistance and guidance of the Honorable Jay Daugherty as a mediator.
3. The Rams are directed to retain RG/2 Claims Administration as the Claims Administrator to implement the terms of the proposed Settlement Agreement. The Claims Administrator is authorized to (a) email the Email notice; (b) mail the Postcard Notice; (c) publish the Publication Notice; and (d) post on the Settlement Website ( . . . ) a copy of the Settlement Agreement and exhibits thereto, the Long Form Notice, the Claim Form, Plaintiffs’ Counsel’s contact information, and any other document required to be posted by the Settlement Agreement

or by subsequent agreement of counsel for the Parties. The Court also authorizes the Claims Administrator to carry out such other responsibilities as are provided for in the Settlement Agreement or may be agreed to by counsel for the Parties.

4. The Court approves, as to form and content, the Notice, including the Postcard Notice, the Email Notice, the Publication Notice, and the Long Form Notice, which are attached to the Settlement Agreement as Exhibits B, D, E and G, and Counsel for the Parties are directed to modify such notices to reflect the dates set by this order prior to publication and dissemination.

5. The proposed method of dissemination of Notice set forth in the Settlement Agreement, including the Postcard Notice, the Email Notice, the Publication Notice, and the Long Form Notice, is the best notice practicable under the circumstances, is a reasonable manner for notice, and constitutes valid, due, and sufficient notice to the Class in full compliance with the requirements of applicable law, including but not limited to Missouri Rule 52.08(c)(2) and the Due Process Clause of the United States Constitution, and is approved. Therefore:

- a. The Claims Administrator shall, prior to any notice being issued, create and maintain a website (...) that will contain links to the Settlement Agreement and exhibits, the Long Form Notice, the Claim Form, relevant pleadings and Court rulings, and Plaintiffs' Counsel's contact information;
- b. In accordance with the Settlement Agreement, the Claims Administrator shall, within thirty (30) days of the entry of this Preliminary Approval Order, email the Email Notice to the email addresses in the Emailing List;
- c. In accordance with the Settlement Agreement, the Claims Administrator shall, within fourteen (14) days after the Email Notice is provided, mail the

Postcard Notice to the physical mailing addresses available in the Mailing List;

- d. The Claims Administrator shall, within thirty (30) days of the entry of this Preliminary Approval Order, publish the Publication Notice once in the sports section of the St. Louis Post Dispatch; and
- e. Plaintiffs' Counsel shall provide to the Claims Administrator, as soon as practicable after filing, Plaintiffs' Counsel's Fee Application and motion for payment of incentive awards to the Class Representatives, together with supporting memorandum and papers, which the Claims Administrator will post on the Settlement Website within five (5) days of receipt from Class Counsel. The Court finds that the posting of the Fee Application on the Settlement Website constitutes a reasonable manner of serving the motion.

6. At or before the Final Approval Hearing (defined below), the Claims Administrator shall provide the Court with a declaration showing that Notice was disseminated in accordance with this Order and the Settlement Agreement.

7. A Final Approval Hearing shall be held on \_\_\_\_\_, 2019 at \_\_\_\_\_ before the undersigned, at the Circuit Court for the City of St. Louis, Missouri, 10 N. Tucker Blvd., St. Louis, Missouri 63101, Division No. 8 (6th Floor). At the Final Approval Hearing, the Court will address whether the Settlement should be finally approved, whether and in what amount Class Counsel shall be awarded their attorneys' fees, costs, and expenses, and whether and in what amount the Class Representatives shall be entitled to incentive awards.

8. **Objections.**

- a. Any Class Member who complies with the requirements of this paragraph may object to any aspect of the proposed Settlement Agreement, the Fee Application, or the Class Representatives' incentive award either on his or her own or through an attorney hired at his or her expense.
- b. Any Class Member who objects to the proposed Settlement Agreement, the Fee Application, or the Class Representatives' incentive award must file with the Court, and serve on Plaintiffs' Counsel and Counsel for the Rams at the addresses set forth in the Settlement Agreement, a written statement of objection postmarked no later than seventy-five (75) days after the date of this Preliminary Approval Order. The written statement of objection shall include: (a) the objecting Class Member's full name, address and telephone number and that of his or her counsel, if any; (b) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (c) all objections, the legal and factual grounds of which are stated with specificity, and a statement of any evidence the objecting Class Member wishes to introduce in support of the objection(s); (d) a statement as to whether the Class Member intends to appear at the Final Approval Hearing, either individually or through counsel; (e) a statement that the objector is a member of the Class, along with documentary proof of membership in the Class; (f) the objecting Class Member's signature; (g) the case name and case number set forth in the caption of this Order; (h) a list containing the names, addresses, and

telephone numbers of each person the objecting Class Member intends to call as a witness; and (i) a detailed list of any other objections submitted by the Class Member, or his/her counsel, to any class actions submitted in any court, whether state or otherwise, in the United States, including a list of all cases in which the objecting Class member or his/her counsel has appeared to object to a class action settlement. If the Class Member or his/her counsel has not objected to any other class action settlement in any court in the United States, he/she shall affirmatively state so in the written materials provided in connection with the objection. The written statement of objections shall also have attached to it: (a) an averment under penalty of perjury that (i) the Class Member was a Missouri citizen and remained a Missouri citizen when this action was commenced who purchased Rams' tickets and/or merchandise between April 21, 2010 and January 4, 2016 in the State of Missouri for personal, family or household purposes, and (ii) that the Class Member did not resell all of the Rams tickets that serve as the basis for the Class Member's membership in the Class; and (b) any evidence the objecting Class Member wishes to introduce in support of the objection.

- c. Any Class Member who does not timely file and serve a written objection pursuant to the terms hereof shall be deemed to have waived, and shall be foreclosed from thereafter raising, any objection to the Settlement Agreement, Fee Application(s), or the Class Representatives' incentive awards. Any objection that is not timely made shall be barred, except for good cause shown. Any Class Member who does not timely file and serve

a notice of intention to appear pursuant to Paragraph 8.b(d) of this Order shall not be permitted to appear, except for good cause shown.

- d. The procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objection to the Settlement, in accordance with the due process rights of all Class Members.

9. **Exclusions.**

- a. Any Class Member may request to be excluded (or "opt out") from the Class. A Class Member who wishes to opt out of the Class must complete and mail to the Claims Administrator a Request for Exclusion, including a statement that the Class Member desires to be excluded from the Class, that is postmarked no later than seventy-five (75) days from the date of this Preliminary Approval Order. Only in the case of a putative Class Member who is deceased or incapacitated may the Request for Exclusion be signed by the legally authorized representative of the putative Class Member. Otherwise, the Request for Exclusion must be personally signed by the Class Member requesting exclusion. No person shall be deemed to have opted out of the Class through any purported "mass" or "class" opt-outs. So-called "mass" or "class" opt-outs shall not be allowed.
- b. Except for those Class Members who have properly and timely submitted Requests for Exclusion, all Class Members will be bound by the Settlement Agreement if finally approved, and the Judgment and Order Approving

Settlement, if entered, including the Release contained within the Settlement, regardless of whether they receive any monetary relief.

- c. Any Class Member who properly requests to be excluded from the Class shall not: (a) be bound by any orders or judgments entered in this Action; (b) be entitled to relief under, or be affected by, the Settlement Agreement; (c) gain any rights by virtue of the Settlement Agreement; or (d) be entitled to object to any aspect of the Settlement Agreement.

10. **Supplemental Filing Deadlines.**

- a. The (a) Motion for Final Approval of the Settlement Agreement, together with the supporting memorandum and papers, and (b) Class Counsel's Fee Application and motion for payment of incentive awards, together with supporting memorandum and papers, shall be filed no later than \_\_\_\_\_, 2019.
- b. The Parties may each file a supplemental brief no longer than twenty-five (25) pages in length to address any objections filed by Class Members. Said supplemental briefs shall be filed no later than seven (7) calendar days before the Final Approval Hearing.

11. If any deadline set forth in this Order falls on a Saturday, Sunday or federal holiday, then such deadline shall extend to the next Court business day.

12. The Court reserves the right to adjust the date of the Final Approval Hearing and related deadlines. In that event, the revised hearing date and/or deadlines shall be posted on the website ( . . . ) referred to in the Notice; the Parties shall not be required to re-send or re-publish the Notice herein.

13. Pending the Final Approval Hearing, all proceedings in the Action, other than proceedings necessary to carry out and enforce the terms and conditions of the Settlement Agreement and this Order, are hereby stayed.

14. The Court approves and adopts the termination provisions of the Settlement Agreement.

SO ORDERED:

\_\_\_\_\_  
TIMOTHY J. BOYER, Judge

Dated: \_\_\_\_\_