

**IN THE CIRCUIT COURT FOR THE NINETEENTH JUDICIAL CIRCUIT
LAKE COUNTY, ILLINOIS**

Erin Cartwright Weinstein
Clerk of the Court
Lake County, Illinois

SERGIO GUTIERREZ, ESTEBAN	)	
PALMA individually	)	
and on behalf of a class of similarly	)	No: 2025LA00000329
situated individuals,	)	
	)	
<i>Plaintiffs,</i>	)	Hon. Charles C. Smith
	)	
v.	)	
	)	
FORMULA ONE DIGITAL MEDIA	)	
LIMITED, a foreign private limited	)	
company.,	)	
	)	
<i>Defendant.</i>		

[PROPOSED] PRELIMINARY APPROVAL ORDER

This matter having come before the Court on Plaintiffs’ Motion in Support of Preliminary Approval of Class Action Settlement (the “Motion”), the Court having reviewed in detail and considered the Motion and memorandum in support of the Motion, the Settlement Agreement and Release (“Settlement Agreement”) between Plaintiffs Sergio Gutierrez and Esteban Palma, on their own behalf and on behalf of the Settlement Class (“Plaintiffs”), and Defendant Formula One Digital Media Limited (“Formula One” or “Defendant”) (Plaintiffs and Defendant together are the “Parties”), and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and the Settlement Agreement, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED AS FOLLOWS:

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them as in the Settlement Agreement.

2. The terms of the Settlement Agreement are preliminarily approved as fair, reasonable, and adequate. There is good cause to find that the Settlement Agreement was negotiated at arm's length and in good faith between the Parties, who were represented by experienced class action counsel familiar with the legal and factual issues in this case, and was reached with the assistance of Marc E. Isserles, Esq., of JAMS New York.

3. Based on this preliminary evaluation, the Court finds that the Settlement Agreement meets all applicable requirements of Section 2-801 of the Illinois Code of Civil Procedure for settlement purposes only, including that the Settlement Class is sufficiently numerous, that there are questions of law and fact common to members of the Settlement Class that predominate, that the proposed Class Representatives fairly and adequately protect the interests of the Settlement Class, and that class treatment is an appropriate method for the fair and efficient adjudication of this action.

4. The Court hereby preliminarily certifies, pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for the purposes of settlement only, the following Settlement Class consisting of:

All persons who had any Formula 1 account and accessed any Formula 1 Digital Properties in the United States and watched a pre-recorded video between May 1, 2022 and [date of preliminary approval].

Excluded from the Settlement Class are: (i) Defendant, any entity in which the Defendant has a controlling interest, and the Defendant's officers, directors, legal representatives, successors, parent companies, subsidiaries, affiliates, and assigns; (ii) any judge, justice, or judicial officer presiding over the Action and the members of their immediate families and judicial staff; (iii) any individual who timely and validly opts out of the Settlement; and (iv) all individuals who on or before the date the Court enters the Preliminary Approval Order filed or served with AAA a written arbitration demand against Formula 1 alleging a violation of the VPPA relating to the Formula 1 Digital Properties.

5. For settlement purposes only, Plaintiffs Sergio Gutierrez and Esteban Palma are appointed as Class Representatives.

6. For settlement purposes only, the following counsel are hereby appointed as Class Counsel:

Eugene Y. Turin
Jordan R. Frysinger
McGuire Law, P.C.
55 W. Wacker Drive, 9th Floor
Chicago, IL 60601
Tel: (312) 893-7002
eturin@mcgpc.com
emeyers@mcgpc.com
jfrysinger@mcgpc.com

Yitzchak Kopel
1330 Avenue of the Americas, 32nd Floor
New York, NY 10019
Tel: (646) 837-7150
Fax: (212) 989-9163
ykopel@bursor.com

7. The Court recognizes that, pursuant to the Settlement Agreement, Defendant retains all rights to object to the propriety of class certification in the litigation in all other contexts and for all other purposes should the Settlement not be finally approved. Therefore, as more fully set forth below, if the Settlement is not finally approved, this Court's preliminary findings regarding the propriety of class certification shall be of no further force or effect whatsoever, and this Order will be vacated in its entirety.

8. The Court approves the proposed plan for giving Notice to the Settlement Class as fully described in the Settlement Agreement. The plan for giving Notice, in form, method, and content, fully complies with the requirements of 735 ILCS 5/2-803 and due process and is due and sufficient notice to all persons in the Settlement Class. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this action. The

Court directs that Defendant shall provide available email addresses and any accompanying name information for members of the Settlement Class to the Settlement Administrator as soon as practicable, but by no later than fourteen (14) days after entry of this Preliminary Approval Order.

9. Epiq Systems, Inc. is hereby appointed Settlement Administrator to supervise and administer the notice process, as well as to oversee the administration of the Settlement, as fully set forth in the Settlement Agreement. The Settlement Administrator may proceed with the distribution of the Notice as set forth in the Settlement Agreement. The Court hereby directs the Parties and Settlement Administrator to complete all aspects of the Notice plan within 30 days, or by **July 24, 2025**.

10. Settlement Class Members who wish to receive benefits under the Settlement Agreement must complete and submit a valid Claim Form in accordance with the instructions provided in the Notice on or before **September 22, 2025**. The Court hereby approves as to form and content the Claim Form attached to the Settlement Agreement as Exhibit A.

11. All Claim Forms must be either mailed via U.S. Mail to the address specified in the Claim Form or be electronically submitted to the Settlement Administrator via the Settlement Website no later than **September 22, 2025**. Settlement Class Members who do not timely submit a Claim Form deemed to be valid in accordance with Paragraph 1.2 of the Settlement Agreement shall not be entitled to receive any Cash Payment from the Settlement.

12. All persons who meet the definition of the Settlement Class and who wish to exclude themselves from the Settlement Class must submit their request for exclusion in writing no later than September 22, **2025**. To be valid, any request for exclusion must (a) be in writing sent by email or mail to the Settlement Administrator; (b) identify the case, *Gutierrez v. Formula One Digital Media Ltd.*, Case No. 2025LA00000329 (Cir. Ct. Lake Cnty.); (c) state the full name

and current address of the person in the Settlement Class seeking exclusion; (d) contain a statement that the person wishes to be excluded; (e) be signed by the person seeking exclusion; and (f) be postmarked or received by the Settlement Administrator on or before the Objection/Exclusion Deadline. A request for exclusion that does not include all of the foregoing information, that is sent to an address or e-mail address other than that designated in the Notice, or that is not postmarked or electronically delivered to the Settlement Administrator within the time specified, shall be invalid and the persons serving such a request shall be deemed to remain Settlement Class Members and shall be bound as Settlement Class Members by the Settlement Agreement, if approved.

13. Any person who elects to request exclusion from the Settlement Class shall not (a) be bound by any orders or the Final Approval Order entered in this action, (b) receive a Settlement Payment under this Settlement Agreement, (c) gain any rights by virtue of this Settlement Agreement, or (d) be entitled to object to any aspect of this Settlement Agreement or the Final Approval Order.

14. Any Settlement Class Member (who has not excluded themselves) may comment in support of, or in opposition to, the Settlement Agreement at their own expense provided, however, that all comments and objections must be (1) filed with the Court, and (2) mailed to Class Counsel and Defendant's Counsel no later than **September 22, 2025**. Any person in the Settlement Class who intends to object to this Settlement Agreement must present the objection in writing, which must be personally signed by the objector and must include: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member, including information sufficient to (i) identify his or her Formula 1 account and (ii) that he or she was a Formula 1 account holder during the Class Period; (3) all grounds for the objection,

including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection; and (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules). To the extent that any Objector or their attorney(s) has objected to any class action settlement where they have asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption and amount of payment received.

15. Addresses for Class Counsel, Defendants' Counsel, the Settlement Administrator, and the Clerk of Court are as follows:

Class Counsel: Eugene Y. Turin Jordan R. Frysinger McGUIRE LAW, P.C. 55 W. Wacker Drive, 9th Floor Chicago, Illinois 60601 eturin@mcgpc.com jfrysinger@mcgpc.com Yitzchak Kopel 1330 Avenue of the Americas, 32nd Floor New York, NY 10019 ykopel@bursor.com	Defendant's Counsel: Kathy J. Huang Rachel Lowe Terance A. Gonsalves Alston & Bird, LLP 350 South Grand Avenue Los Angeles, CA 90071 kathy.huang@alston.com rachel.lowe@alston.com
Settlement Administrator: Epiq Systems, Inc. P.O. Box 4830 Portland, OR 97208-4830 info@formula1usvppasettlement.com	Clerk of Court: Clerk of the Circuit Court for the 19th Judicial Circuit, Lake County 18 N. County Street, Room 101 Waukegan, IL 60085

16. A Settlement Class Member who has not requested exclusion from the Settlement Class and who has properly submitted a written objection in compliance with the Settlement Agreement, may appear at the Final Approval Hearing in person or through counsel to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement and/or Class Counsel's requested Fee Award and/or the request for Incentive Awards to the Class Representatives are required to indicate in their written objection their intention to appear at the Final Approval Hearing on their own behalf or through counsel. For any Settlement Class Member who files a timely written objection and who indicates their intention to appear at the Final Approval Hearing on their own behalf or through counsel, such Settlement Class Member must also include in his/her written objection the identity of any witnesses they may call to testify, and all exhibits they intend to introduce into evidence at the Final Approval Hearing, which shall be attached.

17. Any Settlement Class Member who fails to timely file a written objection with the Court and notice of their intent to appear at the Final Approval Hearing in accordance with the terms of this Order and as detailed in the Notice, and at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to the Settlement Agreement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement Agreement or Final Approval Order by appeal or other means and shall be deemed to have waived their objections and be forever barred from making any such objections in this action or any other action or proceeding.

18. Class Counsel may file any motion seeking an award of attorneys' fees, costs and expenses, as well as an incentive award for the Class Representative, in accordance with the terms of the Settlement Agreement, no later than **September 7, 2025**.

19. All papers in support of final approval of the Settlement shall be filed no later than fifteen (15) days before the Final Approval Hearing.

20. A hearing (the "Final Approval Hearing") shall be held before the Court on **October 30, 2025 at 9:00 a.m** in Courtroom C-205 of the Lake County Courthouse, 18 N. County Street, Room 101, Waukegan, IL 60085 and via Zoom Videoconference (<https://19thcircuitcourt.state.il.us/2183/Daily-Remote-Court-Session-Schedule-C205>) (or at such other time or location as the Court may without further notice direct) for the following purposes:

- (a) to finally determine whether the applicable prerequisites for settlement class action treatment under 735 ILCS 5/2-801 have been met;
- (b) to determine whether the Settlement is fair, reasonable, adequate, and made in good faith, and should be approved by the Court;
- (c) to determine whether the Final Approval Order as provided under the Settlement Agreement should be entered, including an order prohibiting Settlement Class Members from further pursuing Released Claims as set forth in the Settlement Agreement;
- (d) to consider the application for a Fee Award to Class Counsel;
- (e) to consider the application for Incentive Awards to the Class Representatives;
- (f) to consider the distribution of the Settlement Fund pursuant to the Settlement Agreement; and
- (g) to rule upon such other matters as the Court may deem appropriate.

21. The Final Approval Hearing may be postponed, adjourned, transferred or continued by order of the Court without further notice to the Settlement Class. At or following the Final Approval Hearing, the Court may enter a judgment approving the Settlement Agreement and a Final Approval Order in accordance with the Settlement Agreement that adjudicates the rights of all Settlement Class Members.

22. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

23. The Settlement Agreement and the proceedings and statements made pursuant to the Settlement Agreement or papers filed relating to the Settlement or this Order, are not and shall not in any event be described or construed as, and/or used, offered or received against the Released Parties as evidence of and/or deemed to be evidence of any presumption, concession, or admission by any Released Party of the truth of any fact alleged by Plaintiffs; the validity of any Released Claim; the deficiency of any defense that has been or could have been asserted in the Litigation or in any litigation; or any liability, negligence, fault, or wrongdoing of any of the Released Parties. Defendant has denied and continues to deny the claims asserted by Plaintiffs. Notwithstanding, nothing contained herein shall be construed to prevent a Party from offering the Settlement Agreement into evidence for the purpose of enforcing the Settlement Agreement.

24. The Court hereby authorizes the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to the Settlement Agreement) that shall be consistent in all material respects with the terms of the Final Approval Order and do not limit or impair the rights of the Settlement Class.

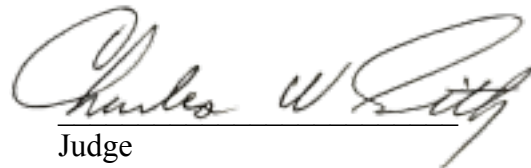
25. For clarity, the deadlines set forth above and in the Settlement Agreement are as

follows:

Notice to be completed by:	July 24, 2025
Fee Award Application:	September 7, 2025
Objection/Exclusion Deadline:	September 22, 2025
Claims Deadline:	September 22, 2025
Final Approval Submission:	October 7, 2025
Final Approval Hearing:	October 30, 2025 at 9:00 a.n.

IT IS SO ORDERED.

ENTERED: _____


Judge