

IF YOU PURCHASED UBISOFT'S *THE CREW* GAME OR ANY VIRTUAL IN-GAME CONTENT, YOU MIGHT BE ELIGIBLE TO RECEIVE CASH OR CREDIT FROM A PROPOSED CLASS ACTION SETTLEMENT

A state court authorized this notice. This is not a solicitation from a lawyer.

- A Proposed Settlement has been reached in a class action lawsuit against Ubisoft, Inc. (“Ubisoft”). Plaintiffs Matthew Cassell, Alan Liu, and Angel Cerrato allege that Ubisoft misled consumers into believing that when they purchased Ubisoft’s video game *The Crew*, consumers were paying for ownership rights over *The Crew* when consumers were only receiving a limited license to access *The Crew*. Plaintiff Angel Cerrato also alleges that when Ubisoft shut down its servers on which it operated *The Crew*, Ubisoft caused the in-game currency he and Class Members purchased, Crew Credits, to expire in violation of the Electronic Funds Transfer Act, 15 U.S.C. §1693 *et seq.*
- Ubisoft denies these claims. The Court has not ruled in favor of Plaintiffs or Ubisoft. Instead, the parties agreed to a Proposed Settlement to avoid the expense and risks of continuing the lawsuit. Ubisoft chose to settle this case, without admitting liability, to focus time, effort, and resources on continuing to provide valued content to its viewers, and not on additional legal fees and the uncertainty of litigation.
- The class is defined as all individuals in the United States who, at any time, purchased *The Crew*, on any platform, and/or who purchased any Virtual Content, including all associated downloadable content, expansions, and/or virtual currency for the Video Game, including but not limited to “Crew Credits.”
- Those included in the Settlement will be eligible to receive a share of the Settlement Fund. A share of the Settlement Fund will be in the form of one of two options per Class Member; a Cash Option of \$7 or a Credit Option of \$15. All Credits are subject to the following conditions: Credits are redeemable at the Ubisoft store only; Credits are non-transferrable, non-refundable, and cannot be combined with other coupons, vouchers, or code-based offers; Credits cannot be redeemed for cash or gift cards; and if items purchased with Credits are returned, canceled, or exchanged, the Credit’s value will be deducted from any refund.
- To receive a payment for the Cash Option or Credit Option, you must submit a timely and complete Claim Form by mail or online, submitted or postmarked **no later than June 11, 2026**. You can submit the claim form online at www.CrewGameSettlement.com. If you selected the Cash Option, your payment will be delivered through the digital payment method you select on the Claim Form, such as a digital MasterCard, PayPal, or Venmo. If you selected the Credit Option, you will receive the Credit via the valid current email address associated with your Ubisoft account. If you do not have a Ubisoft account, you must create a Ubisoft account and you will receive the Credit via the email address associated with that account creation.
- Read this Notice carefully. Your legal rights are affected whether you act or don’t act.

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YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You won't get a share of the Settlement benefits and will give up your rights to sue Ubisoft about the claims in this case.
SUBMIT A CLAIM FORM BY JUNE 11, 2026	This is the only way to receive a payment.
EXCLUDE YOURSELF	You will receive no cash or credit payment, but you will retain any rights you currently have to sue Ubisoft about the claims in this case. Excluding yourself is the only option that allows you to ever bring or maintain your own lawsuit against Ubisoft regarding the allegations in this case ever again.
OBJECT	Write to the Court explaining why you don't like the Settlement. Filing an objection does not exclude you from the Class.
GO TO THE HEARING	Ask to speak in Court about your opinion of the Settlement.

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

The Court in charge of this action has preliminarily approved the Settlement as fair, reasonable, and adequate, and must decide whether to give final approval to the Settlement. The relief provided to Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. *Please be patient.*

BASIC INFORMATION

1. Why was this Notice issued?

The 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 Honorable Jill H. Talley of the Superior Court of the State of California for the County of Sacramento, is overseeing this case. The case is called *Cassell, et al. v. Ubisoft, Inc.*, Case No. 25CV014305. The persons who sued are called the plaintiffs. The defendant is Ubisoft, Inc.

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2. What is a class action?

In a class action, one or more people called class representatives (in this case, Matthew Cassell, Alan Liu, and Angel Cerrato) 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 Ubisoft violated California law by misleading consumers into believing that by purchasing a copy of the Ubisoft video game, *The Crew*, they were receiving ownership rights over *The Crew*, but instead only received a limited license. The lawsuit also claims that Ubisoft violated the Electronic Funds Transfer Act, 15 U.S.C. §1693 *et seq.* by shutting down its servers on which it operated *The Crew*, and therefore causing the in-game currency, Crew Credits, to expire.

4. Why is there a Settlement?

The Court has not decided whether the Plaintiffs or Ubisoft 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).

The issuance of this Notice is not an expression of the Court’s opinion on the merit or the lack of merit of the Representative Plaintiffs’ claims or the defenses in the lawsuit. Both parties recognize that to resolve the issues raised in the lawsuit would be time-consuming, uncertain, and expensive.

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, at any time, purchased the Video Game (*The Crew*), on any platform, and/or who purchased any Virtual Content, including all associated downloadable content, expansions, and/or virtual currency for the Video Game, including but not limited to “Crew Credits.”

You are not a Class Member if you obtained the Video Game for free without purchase, including but not limited to, any free trial, game sharing feature, multi-game subscription service, or as a reward to your subscription to a specific subscription service (e.g., PlayStation

Network or Xbox Live).

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Monetary Relief: A Settlement Fund has been created, totaling \$2,000,000. The Settlement Fund Class Member payments will come out of this fund. In addition to the Settlement Fund, Ubisoft has set aside \$185,000 to cover the cost to administer the Settlement and the cost to inform people about the Settlement; up to \$800,000 for attorneys' fees; and \$15,000 (or \$5,000 for each Class Representative) as an award to the Class Representatives. (See Question 13.)

A detailed description of the Settlement benefits can be found in the Settlement Agreement, which can be found in the 'Documents' section of the website.

7. How can I get a payment from the Settlement?

If you are a Class Member and you want to get a payment, you **must** complete and submit a valid Claim Form by **June 11, 2026**.

To submit a Claim Form on-line or to request a paper copy, go to www.CrewGameSettlement.com.

8. When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled for **November 13, 2026**. If the Court approves the Settlement, eligible Class Members whose claims were approved by the Settlement Administrator will receive their payment after the Settlement has been finally approved and/or after any appeals process is complete. Class members who submit valid Claims Forms by the claims deadline and choose the Cash Option will receive payment through the digital payment method they selected on the Claim Form, such as a digital MasterCard, PayPal, or Venmo. Class members who submit valid Claims Forms by the claims deadline and choose the Credit Option will receive the Credit via the valid current email address associated with their Ubisoft account. If you do not have a Ubisoft account, you must create a Ubisoft account and you will receive the Credit via the email address associated with that account creation.

REMAINING IN THE SETTLEMENT

9. What am I giving up if I stay in the Class?

If the Settlement becomes final, you will give up your right to sue Ubisoft and other

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Released Persons for the claims being resolved by this Settlement. The specific claims you are giving up against Ubisoft are described in the Settlement Agreement. You will be “releasing” Ubisoft, its parents, subsidiaries, certain of its affiliates, employees and representatives as described in Section I.27 of the Settlement Agreement. Unless you exclude yourself (*see* Question 14), you are “releasing” the claims, regardless of whether you submit a claim or not. The Settlement Agreement is available through the “Documents” section of the website, www.CrewGameSettlement.com.

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 12 for free, or you can talk to your own lawyer if you have questions about what this means.

10. What happens if I do nothing at all?

If you do nothing, you won’t get any payment from this Settlement.

Even if you do nothing, you won’t be able to start a lawsuit or be part of any other lawsuit against Ubisoft or the Released Persons for the claims being resolved by this Settlement, unless you exclude yourself.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in the case?

The Court has appointed 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.

12. How will the lawyers be paid?

Any Class Counsel attorneys’ fees and costs awarded by the Court will be paid out of the funds Ubisoft has set aside in addition to the Settlement Fund, in an amount to be determined by the Court. The fee petition will seek no more than \$800,000, but the Court may award less than this amount. Under the Settlement Agreement, any amount awarded to Class Counsel will be paid out of the additional funds Ubisoft has set aside for payment of attorneys’ fees and costs.

Subject to approval by the Court, the Class Representatives may be paid up to \$5,000 each from the funds Ubisoft has set aside in addition to the Settlement Fund, for the Class Representatives’ award.

EXCLUDING YOURSELF FROM THE SETTLEMENT

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13. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must mail or otherwise deliver a written request for exclusion stating that you want to be excluded from the *Cassell, et al. v. Ubisoft, Inc.*, Case No. 25CV014305 Settlement. Your letter or request for exclusion must also include (a) your full name, address, and telephone number; (b) contain your personal and original signature or the original signature of a person previously authorized by law, such as a trustee, guardian or person acting under a power of attorney, to act on your behalf; and (c) state unequivocally your intent to be excluded from the Settlement Class, to be excluded from the Settlement, not to participate in the Settlement, and/or to waive all rights to the benefits of the Settlement. You must mail or deliver your exclusion request postmarked no later than **July 13, 2026**, to:

Cassell, et al. v. Ubisoft, Inc.
c/o Settlement Administrator
1060 Broadway, Suite 304
Albany, NY 12204

14. If I don't exclude myself, can I sue Ubisoft for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Ubisoft 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 Settlement benefits.

OBJECTING TO THE SETTLEMENT

16. How do I object to the Settlement?

If you are a Class Member and do not exclude yourself from the Settlement Class, you can object to the Settlement if you don't 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 *Cassell, et al. v. Ubisoft, Inc.*, Case No. 25CV014305, 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, your telephone number, your signature or the signature of your counsel, facts supporting your status as a Settlement Class Member, and include the following language immediately above your signature and date: "I declare under penalty of perjury that the factual statements asserted herein are true and correct to the best of my knowledge and belief." If you, or an attorney assisting you with your objection, have ever objected to any class action settlement where you

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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 Ubisoft’s Counsel listed below.

Class Counsel will file with the Court and post on the website its request for attorneys’ fees on or about **October 16, 2026**.

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 21), you must say so in your letter or brief and file the objection with the Court and mail a copy to these two different places postmarked no later than **July 13, 2026**.

Court	Plaintiffs’ Counsel	Ubisoft’s Counsel
<p>The Honorable Jill H. Talley Courtroom 8A Tani Cantil-Sakauye Sacramento County Courthouse 500 G Street, Sacramento, CA 95814</p>	<p>Neal J. Deckant Stefan Bogdanovich Ines Diaz Villafana Bursor & Fisher, P.A. 1990 N. California Blvd. 9th Floor Walnut Creek, CA 94596</p>	<p>Steven M. Marenberg Paul Hastings, LLP 1999 Avenue of the Stars, 27th Floor Los Angeles, CA 90067 Ryan P. Phair Carter C. Simpson Paul Hastings, LLP 2050 M Street NW Washington, DC 20036</p>

17. What’s the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you don’t 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 Settlement 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 AM** on **November 13, 2026**, in Courtroom 8A at the Tani Cantil-Sakauye Sacramento County Courthouse, 500 G Street, Sacramento, CA 95814. 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 an incentive award to the Class Representative. At that hearing, the Court will be

available to hear any timely filed 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 www.CrewGameSettlement.com or call toll free 1-888-814-8490. 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 such 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 don't 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's not required.

20. May I speak at the hearing?

Yes. So long as you timely filed an objection to the Settlement, you may ask the Court for permission to speak at the Fairness Hearing, but do not have to. 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 *Cassell, et al. v. Ubisoft, Inc.*, Case No. 25CV014305." 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 **July 13, 2026**, 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.CrewGameSettlement.com. You may also write with questions to Cassell, et al. v. Ubisoft, Inc. c/o Settlement Administrator, 1060 Broadway, Suite 304, Albany, NY 12204. You can call the Settlement Administrator at 1-888-814-8490 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. Please do not telephone the Court to inquire about the Settlement or the claims process.