

EXHIBIT 1

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("**Agreement**") is between Plaintiffs Marco Salsiccia and Scott Blanks (referred to jointly and individually as "**Plaintiff Party**") on the one hand, and Defendant Sharks Sports & Entertainment, LLC (referred to as "**Defendant Party**"), on the other hand. Plaintiff Party and Defendant Party are individually referred to as a "Party" and collectively referred to as "the Parties."

SECTION 1 - RECITALS

1.1 Plaintiff Party filed a Complaint against Defendant Party, the City of San Jose (the "City") and the San Jose Arena Authority ("SJAA") thereby initiating the lawsuit captioned *Marco Salsiccia, Scott Blanks, and other similarly situated individuals v. Sharks Sports & Entertainment, LLC, the City of San Jose, and the San Jose Arena Authority*. (Northern District of California Case No. 5:19-cv-01546-BLF-NC) (the "**Lawsuit**"), alleging that Defendant Party's mobile application – known as the "San Jose Sharks + SAP Center App" (the "**Subject Mobile App**") – fails to meet the accessibility requirements of Title III of the Americans with Disabilities Act of 1990 ("**ADA**"), the California Unruh Civil Rights Act, and the California Disabled Persons Act.

1.2 On February 20, 2020; February 25, 2021; July 12, 2021; and August 30, 2021, the Parties participated in a mediation with Shirish Gupta of JAMS and Mindy Morton of Procopio. After considering the expense and uncertainty associated with the Lawsuit, the Parties desire to fully and finally resolve the Lawsuit for valuable consideration the receipt and sufficiency of which are hereby acknowledged.

SECTION 2 - SETTLEMENT AND PAYMENT

2.1 Incorporation of Recitals. The Parties hereby agree and acknowledge the truthfulness and accuracy of the above Recitals and incorporate them by reference herein as if set forth in full.

2.2 Adoption of Accessibility Policy. In consideration for the other terms of this Agreement, Defendant Party will adopt an Accessibility Policy that addresses accessibility of the Subject Mobile App, in a form substantially similar to that attached as **Exhibit "A"**. In addition, Defendant Party agrees that the Subject Mobile App, including fan engagement services and functions provided thereon, will substantially comply with WCAG 2.0 AA Success Criteria by December 31, 2021. It is expressly noted and agreed that the actual or alleged failure of the Defendant Party to comply with any portion of the Accessibility Policy other than those sections covering the Subject Mobile App shall not be construed as a breach of this Agreement. Defendant Party shall not be in breach of this Agreement if a website not owned or operated by the Defendant Party but linked from the Subject Mobile App is alleged to be inaccessible or not compliant with WCAG 2.0, so long as Defendant Party takes the steps provided pursuant to the Accessibility Policy.

All customer service representatives likely to interact with customers regarding the Subject Mobile App or services available thereon will be trained on the Accessibility Policy.

2.3 Force Majeure. The Parties agree that any delays in satisfying Paragraph 2.2 caused by circumstances not in Defendant Party's control, including but not limited to epidemic,

pandemic, disease, unavoidable business disruptions or acts of God, will not be deemed to violate the deadline set forth in Paragraph 2.2 as long as Defendant Party makes a good faith effort to complete implementation as soon as reasonably possible thereafter.

SECTION 3 - PLAINTIFF PARTY'S RELEASE OF DEFENDANT PARTY AND THE RELEASED PARTIES

3.1 **Release in Full for All Claims.** In consideration for the Settlement Payment, the terms, covenants, conditions and promises contained within this Agreement, and other valuable consideration, the receipt and sufficiency of which Plaintiff Party expressly acknowledges, Plaintiff Party, and those acting on Plaintiff Party's behalf (including attorneys, heirs, beneficiaries, executors, trustees, administrators, representatives, consultants, contractors, successors, agents and assigns), shall forever release Defendant Party, the Released Parties and the Subject Mobile App from any and all Claims.

3.2 **Claims Defined.** The term Claims as used anywhere in this Agreement shall refer to any and all claims occurring or for causes of action existing now or at any time prior to the Effective Date of this Agreement, including without limitation, the claims contained within the Lawsuit, claims for any acts or omissions, currently known or unknown, foreseeable or unforeseeable, alleged, or which could have been alleged, in this and/or any other court or administrative or governmental proceeding based on the underlying facts as alleged in the Lawsuit including, but not limited to, claims relating to policies, practices and procedures, and any and all damages of any sort or in any amount, attorneys' fees, expert fees and litigation costs (collectively "**Claims**").

Examples of Claims released by Plaintiff Party include, but are not limited to, injunctive relief, damages of any nature or in any amount whatsoever, statutory damages, attorneys' fees, expert fees and litigation costs, physical injuries, emotional or mental injury, pain and suffering, prejudgment interest, compensatory damages, consequential damages, punitive and exemplary damages, insurance and/or reinsurance coverage, benefits, premiums, or medical expenses for treatment Plaintiff Party may have received, or may receive in the future. This list is not exhaustive.

3.3 **Released Parties.** The Released Parties shall collectively include Defendant Party and any other entities (present, future, or former), and persons affiliated with Defendant Party whom Plaintiff Party claimed or could have claimed in any court or administrative proceeding, to be liable in the Lawsuit, whether such Claims are known or unknown ("**Released Parties**"). Examples of these entities or persons include, but are not limited to, estates, trusts, trustees, executors, administrators, beneficiaries, licensees, lessors, lessees, sub-lessees, franchisees, franchisors, employees, attorneys, agents, officers, directors, managers, members, shareholders, successors, predecessors, parents, subsidiaries, including, without limitation, divisions, affiliates, individuals, insurers and reinsurers. For purposes of clarification only, and not limitation, the City of San Jose and the San Jose Arena Authority are included among the Released Parties, and are intended third-party beneficiaries of Section 3 of this Agreement.

3.4 **Civil Code Section 1542 Waiver.** Plaintiff Party expressly waives the rights provided under California Civil Code Section 1542 with respect to the underlying facts as alleged in the Lawsuit as to Defendant Party and the Released Parties which states:

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.

Plaintiff Party's counsel has explained the significance and consequences of a California Civil Code Section 1542 waiver to Plaintiff Party, and Plaintiff Party understands the same and assumes full responsibility for, and risk of, any damages or losses caused by this waiver.

3.5 Covenant Not to Sue. Plaintiff Party (including heirs, beneficiaries, executors, administrators, members, successors, and assignees), agree not to file lawsuits, administrative complaints, or other governmental claims against Defendant Party and/or the Released Parties, or any of them, for any Claims, as alleged in, or which could have been alleged within the Lawsuit related to the Subject Mobile App. This covenant not to sue does not include any claims for alleged breach of this Agreement. Nor does this covenant not to sue apply to Plaintiff Party's attorneys. Any lawsuit, administrative or governmental complaint that violates this section shall constitute a breach of this Agreement, entitling Defendant Party to all relief available under the law.

3.6 Dismissal of the Lawsuit with Prejudice. Within thirty-five (35) days after the Effective Date, Plaintiff Party and Plaintiff Party's counsel shall file a request for dismissal, dismissing the Lawsuit in its entirety with prejudice. Plaintiff Party shall take all reasonable actions necessary to cause the Lawsuit to be dismissed with prejudice by the court.

SECTION 4 - WARRANTIES

4.1 Capacity of the Parties. The Parties warrant that each has the full power, capacity, and authority to enter into this Agreement, and no Claim, right, demand, action, or cause of action, including but not limited to any and all Claims against Defendant Party and the Released Parties, and any Claims relating to the Subject Mobile App has been assigned to any person or entity who is not a Party to this Agreement. Further settlement agreements are not necessary to complete the settlement of the Lawsuit.

4.2 Voluntary Action by Plaintiff Party and Defendant Party. Plaintiff Party and Defendant Party enter into this Agreement knowingly and voluntarily, in order to avoid the expense and uncertainty of continued litigation.

4.3 Full and Knowing Agreement. Each Party consulted with an attorney and executed this Agreement with a complete understanding of its legal effect. Plaintiff Party understands that by executing this Agreement, it expressly waives all of the aforementioned rights and thereby agrees to the binding terms of this Agreement.

SECTION 5 - DENIAL OF LIABILITY

5.1 Denial of Liability. Defendant Party and the Released Parties, and each of them, deny all allegations contained in, or which could have been contained within the Lawsuit. The Parties expressly understand and agree not to construe any events or actions (including the negotiation and execution of this Agreement, the carrying out of its terms, and events related to

the Lawsuit) as an admission of liability by Defendant Party or any of the Released Parties. Nothing contained in this Agreement shall be admissible evidence in any judicial, administrative, or other legal proceeding (other than a defense to any future action as to Defendant Party or any proceeding to enforce this Agreement).

SECTION 6 - GENERAL PROVISIONS

6.1 Entire Agreement. This Agreement including Exhibit A and the Confidential Rider hereto constitutes the entire agreement between the Parties hereto with respect to all of the matters discussed herein, and supersedes all prior or contemporaneous discussions, communications, or agreements, expressed or implied, written or oral, by or between the Parties. No representation, warranty, condition, understanding or agreement of any kind with respect to the subject matter hereto shall be relied upon by the Parties unless incorporated herein.

6.2 Governing Law. This Agreement shall be interpreted and governed according to the laws of the State of California.

6.3 Binding on Successors. The provisions of the Agreement shall be binding upon, and shall inure to the benefit of the successors, assigns, heirs, executors, and administrators of the respective Parties.

6.4 No Amendment Without a Writing. The Parties agree that this Agreement shall not be amended, unless that amendment is made in writing and signed by each Party.

6.5 Waiver. The waiver of a breach of this Agreement shall not be construed as a waiver of any subsequent breach.

6.6 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be void, voidable, unlawful or unenforceable for any reason, in whole or in part, the remaining portions of this Agreement will nevertheless continue with full force and effect, and the Parties agree a court of competent jurisdiction will have jurisdiction to reform such provision(s) to the extent necessary to cause it to give maximum legal effect to the intention of the Parties as expressed herein and the Parties agree to be bound by such reformation.

6.7 Construction. The Parties acknowledge that their respective attorneys have reviewed and drafted this Agreement, and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement.

6.8 Effective Date. This Agreement shall become effective and enforceable the first day in which all of the signatory Parties to this Agreement have fully executed it and Plaintiff Party's signature is delivered to counsel for Defendant Party ("**Effective Date**").

6.9 Confidential Rider. The Parties hereby incorporate into this Agreement the Confidential Rider to Settlement Agreement and Release by and among the Parties, dated as of the Effective Date (the "**Confidential Rider**").

6.10 Cooperation. The Parties, without further consideration, and upon request of any Party hereto, agree to execute and deliver such other documents and to take such other action as

may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement. The Parties' duty to cooperate includes, but is not limited to, preparing, executing and filing any and all documents necessary to effect the Stipulation or Motion to Dismiss the Lawsuit with Prejudice as to Defendant Party as contemplated hereby.

6.11 Counterparts and Delivery of Signatures by Facsimile or PDF. This Agreement may be executed in counterparts, including electronic signatures and electronic copies such as PDFs, which, when counterparts have been executed by all of the Parties, shall constitute this Agreement.

6.12 Non-Disparagement. Plaintiff Party and Plaintiff Party's counsel shall not, directly or indirectly, make any disparaging public statements - i.e., comments and/or statements harmful to business interests, reputation, or good will - in any form (orally, in writing, or electronically) about Defendant Party or the Released Parties related to the Lawsuit or this Agreement. However, the following comments that are made in good faith shall not be considered disparagement, provided such matters are first brought to the Defendant Party's attention, and Defendant does not cure such issues within a reasonable period of time: (1) non-compliance with this Agreement, (2) objectively noting inaccessible features, or (3) requesting accommodations. Plaintiff Party may report such matters to the email address provided in Section II of the Confidential Rider. This non-disparagement provision is a material term of this Agreement, and shall survive through December 31, 2024.

[Signatures to begin on the immediately following page]

IN WITNESS THEREOF, the Parties hereto have executed this Agreement as of the dates specified below.

PLAINTIFF PARTY:

Dated: September 30, 2021

DocuSigned by:
Marco Salsiccia
7EDF33EF2670466...
Marco Salsiccia, an individual

Dated: September 30, 2021

DocuSigned by:
Scott Blanks
E75EEC19D5B4483...
Scott Blanks, an individual

DEFENDANT PARTY:

Dated: _____

Sharks Sports & Entertainment, LLC

By: _____
Ken Caveney, Senior Vice President

IN WITNESS THEREOF, the Parties hereto have executed this Agreement as of the dates specified below.

PLAINTIFF PARTY:

Dated: _____

Marco Salsiccia, an individual

Dated: _____

Scott Blanks, an individual

DEFENDANT PARTY:

Dated: 9/29/2021

Sharks Sports & Entertainment, LLC

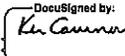
By  _____
Ken Caveney, Senior Vice President

EXHIBIT A

4. EFFECTIVE COMMUNICATION (ONLINE & MOBILE ACCESSIBILITY)

4.1. Policy Statement

This Section confirms the enterprise-wide policy that supports the goal of providing effective communication to guests with disabilities, including enhancing the Sharks websites and mobile applications accessible to individuals with disabilities.

4.2. Governing Standard

The Sharks public-facing website, www.sjsharks.com, and mobile application, currently publicly available as the "Sharks + SAP Center" app, within the Sharks Digital Channels domain shall maximize accessibility for users with disabilities to the extent possible. For example:

- Users with physical impairments who have difficulty with conventional pointing devices such as a computer mouse;
- Users with visual impairments who utilize screen reader software such as JAWS; and
- Users with hearing impairments who may be unable to consume audio content.

4.3. Website & Mobile Application Accessibility

In order to ensure effective communication, Sharks will work to ensure that its website, to the extent Sharks have control over the website, is accessible to individuals with vision or cognitive disabilities. Sharks will use the Web Content Accessibility Guidelines version 2.0 AA ("**WCAG 2.0 AA**") developed by the World Wide Web Consortium ("**W3C**") to help accomplish this goal. For example, images provided on the website will have an alternative text description embedded in the HTML code for the image that describes in text form what the image is showing.

Similarly, Sharks will use the WCAG 2.0 AA standards to ensure that its mobile applications publicly available on various mobile device operating systems (including Apple iOS and Android) are also accessible to users.

Sharks or third parties hired by Sharks, will regularly test both the website and mobile applications for substantial conformance with the WCAG 2.0 AA standards. Testing will be performed either by an internal or external team or both on a quarterly basis. Any areas observed not to be in compliance with the WCAG 2.0 AA standards will be promptly corrected and retested for compliance.

4.4. Coordination with Third Parties

Sharks will coordinate efforts with outside web and mobile app development partner ("Third Party Developer") to improve and maintain the accessibility elements of its website and mobile applications.

Specifically, Sharks and Third Party Developer will use the following procedure for addressing and correcting any issues with its mobile applications:

1. Third Party Developer is currently providing a mechanism for a mobile app user to report an issue with accessibility. This mechanism will be provided free of charge for all users and will allow Third Party Developer and Sharks to identify any accessibility related complaints or technical issues for prompt correction;
2. Third Party Developer will then evaluate the reported issue within 3-5 working days for reproducibility; and
3. Third Party Developer will then determine if the accessibility issue is within the Third Party Developer code or in another 3rd party service, for example TicketMaster.

If the issue is found to be in Third Party Developer's codebase:

1. Third Party Developer's designated accessibility coordinator will immediately create a ticket for the issue. The ticket will be used to describe and track the issue as it undergoes correction;
2. Third Party Developer will then address the issue and provide an improvement in a manner consistent with equivalent losses in functionality unrelated to accessibility;
3. Once Third Party Developer has completed remediation of the ticket issue, it will be verified by Third Party Developer;
4. If the ticket issue passes inspection, then it goes to Third Party Developer's accessibility coordinator to sign off on the completed correction of the ticket;
5. Third Party Developer's accessibility coordinator may engage with 3rd party accessibility specialists as needed to create a resolution plan;
6. Once the ticket is signed off as corrected, it will be rolled out to the general public as part of the next mobile application update release.

If the issue is found to be outside of Third Party Developer's codebase:

1. Sharks and Third Party Developer's accessibility coordinator will reach out to the code developer responsible for the issue to communicate with the service provider the nature of the issue and, to the extent possible, how to fix it;
2. Third Party Developer will collaborate with the code developer if any coordination is required to solve or deliver a solution into the application in a future release; and
3. Sharks will also work directly with the code developer until the issue is fixed.

If the issue is found to be in a website that is linked from the application

1. To the extent that Sharks owns or operates the website and either Sharks or Sharks' Third Party Developer controls the elements at issue, it will fix the issue or direct its Third Party Developer to fix the issue.
2. To the extent that Sharks owns or operates the website but does not control the elements at issue, it will reach out to the entity responsible for the elements at issue to communicate the nature of the issue and, to the extent possible, how to fix it.

4.5. Coordination with Digital Accessibility Consultant Level Access

Sharks will coordinate efforts to achieve online and mobile application accessibility with outside digital accessibility consulting firm, Level Access, or a similar recognized website accessibility consulting firm. Sharks will engage Level Access to perform an independent audit of the website and mobile application, including both automated testing and real world user testing of functionality performed by a blind accessibility testing specialist.

Sharks will then use the results of this testing to create tickets describing issues to be fixed by applicable Third Party Developer on an immediate basis. Sharks and Third Party Developer will then promptly correct any issues identified by Level Access using the procedure described above. Corrected code will be rolled out to the general public as part of the next website or mobile application release after correction is completed.

In this manner, Sharks will ensure that its code for both the website and mobile application remains compliant and accessible with regular testing and maintenance conducted to ensure usability by individuals with disabilities.

This is an initial Sharks Digital Channels policies, practices and procedures, and Sharks reserves the right to modify the mobile application as long as such modifications substantially conform to WCAG 2.0 AA Success Criteria as applicable.

4.6. Telephone Communication Accessibility

In order to ensure effective communication, Sharks will accept all telecommunications relay service ("**TRS**") calls, which are calls in which an individual with a disability uses a communications assistant to act as an intermediary between that individual and Sharks.

Additionally, Sharks will accept all calls using machinery or equipment that employs interactive text-based communications through the transmission of coded signals across the telephone network. This might include teletypewriters ("**TTYs**") or computers with special modems. TTYs are also called text telephones.

4.7. Auxiliary Aids and Services

Consistent with Title III of the ADA, Sharks will also provide, free of charge, appropriate Auxiliary Aids and Services whenever necessary to provide full and equal access to guests with disabilities.

When Sharks is notified that an auxiliary aid or service has been requested, Sharks human resources personnel or legal department personnel will confer with the person with the disability (and if that is not feasible, will confer with the requestor) to ascertain the circumstances, requirements, and preferences of the individual with the disability.

Hearing and speaking auxiliary services include but are not limited to:

- Qualified sign language and oral interpreters, including Video Remote Interpreting (VRI) services;
- Telephone handset amplifiers, assistive listening devices, assistive listening systems, telephones compatible with hearing aids, closed caption decoders, open and closed captioning, TTY, videotext displays, or telephone communication using relay services;
- Computer-aided transcription services;
- Written materials; and
- Other methods of delivering effective communication, including methods that might come into use or existence in the future.

Vision auxiliary services include but are not limited to:

- Qualified Readers;
- Audio recordings;
- Braille materials or tactile materials;
- Large print materials (for example, contracts and notices);
- Video magnification devices and software; and
- Other methods of delivering effective communication, including methods that might come into use or existence in the future

Mobility auxiliary services include but are not limited to:

- Assisting customers who are unable to open manually operated doors with facility entry or exit upon advanced guest notice and request; and
- Secure locations to store mobility devices during events.

4.8. Accepting and Denying Requests

Sharks may ask that requests for interpreters be made in advance, whenever possible, to better enable Sharks to address the communication needs of the individual. However, all requests for Auxiliary Aids and Services will be addressed in accordance with ADA requirements.

4.9. Costs

Sharks will not charge guests for any means of providing effective communication to persons with disabilities.