

**SUSAN WANG AND RENE' LEE V. STUBHUB, INC**  
**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release is entered into by and between Plaintiffs Susan Wang and Rene' Lee ("Plaintiffs"), for themselves and on behalf of the members of the Class as defined herein, on the one hand, and defendant StubHub, Inc. ("StubHub") on the other hand (referred to collectively as "the Parties").

**1. RECITALS**

**1.1.** On February 25, 2019, Plaintiffs filed an amended class action complaint against StubHub in the Superior Court of the State of California, County of San Francisco, Case No. CGC18564120 (the "Action") on behalf of a California class of purchasers who paid fees to StubHub. The complaint in the Action alleges that StubHub's method of displaying ticket fees charged to purchasers constituted a bait-and-switch scheme and that StubHub made material omissions about the nature of the fees in violation of California consumer protection laws. The causes of action asserted in the complaint are for violations of California Business and Professions Code section 17500, violations of California Business and Professions Code section 17200, and violations of the California Consumers Legal Remedies Act, Civil Code section 1750.

**1.2.** StubHub denies the allegations asserted in the Action. Specifically, StubHub denies any wrongdoing or liability. Nevertheless, given the risks, uncertainties, burden and expense of continued litigation, StubHub has agreed to settle this litigation on the terms set forth in this Agreement, subject to Court approval.

1.3. Plaintiffs' Counsel have fully analyzed and evaluated the merits of all Parties' contentions and this Settlement as it impacts all Parties, including the individual members of the Settlement Class. After taking into account the substantial risks of continued litigation and the likelihood that the Action, if not settled now, will be protracted and expensive, Plaintiffs' Counsel are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and equitable, and that a settlement of the Action is in the best interests of the Settlement Class.

1.4. The Parties agree that this Settlement Agreement shall not be construed to be an admission or evidence of any violation of any federal or state statute, rule or regulation, or principle of common law or equity, or of any liability of wrongdoing whatsoever, or of the truth of any of the claims asserted in the Action, or of the infirmity of any of the defenses that have been or could be raised by StubHub.

1.5. The Settlement contemplated by this Settlement Agreement resulted from good faith, arm's-length settlement negotiations and is subject to preliminary approval and final approval by the Court, as set forth herein. This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims, as defined herein, upon the Court's approval of the terms and conditions of the Settlement.

## 2. **DEFINED TERMS**

As used in this Settlement Agreement, the following terms have the meanings set

forth below:

**2.1. “Action”** means the putative class action lawsuit entitled *Susan Wang and Rene’ Lee v. StubHub, Inc.*, Case No. CGC18564120, pending in the Superior Court of the State of California, County of San Francisco.

**2.2. “Agreement,” “Settlement,” or “Settlement Agreement”** mean this Settlement Agreement and Release and the settlement embodied in this Settlement Agreement and Release, including all attached Exhibits.

**2.3. “Authorized Cash Claimant”** means a Settlement Class Member who submitted a valid claim for cash as part of the Cash Claims-Made Settlement.

**2.4. “Authorized Credit Claimant”** means a Settlement Class Member who submitted a valid claim for credit as part of the Credit Settlement.

**2.5. “Cash Claim”** means a claim for monetary reimbursement as described in Section 3.2.4 of this Agreement.

**2.6. “Cash Claims-Made Settlement”** means the commitment by StubHub, as described in Section 3.2.4 below, to pay up to \$2.5 million (\$2,500,000.00) in cash to be allocated pro rata to Settlement Class Members who make valid Cash Claims.

**2.7. “Claim Deadline”** means the date by which a Class Member must submit a Claim Form, in accordance with the procedures set forth herein.

**2.8. “Claim Form”** means the document to be submitted by Settlement Class

Members seeking a cash payment or credit pursuant to this Agreement. The Claim Form will be available online at the Settlement Website (defined below) and the contents of the Claim Form will be approved by the Court. The Parties shall request the Court approve the Claim Form substantially in the form attached hereto and made a part hereof as Exhibit A.

**2.9. “Claimant”** means a Settlement Class Member who submits a claim for cash or credit as described in Section 3.2 of this Agreement.

**2.10. “Class” or “Class Members”** means all persons who, during the Class Period, (1) while in California, (2) purchased at least one ticket from StubHub, (3) using the StubHub website or mobile website. Excluded from the Class are the Judge presiding over this Action and members of the Court’s staff; StubHub, including StubHub’s subsidiaries, parent companies, successors, predecessors, and any entity in which StubHub or its parents have a controlling interest and their current or former officers, directors, and employees; and Defense Counsel.

**2.11. “Class List” or “Class Members List”** mean the list of Class Members as reflected in StubHub’s records.

**2.12. “Class Notice”** means the Short Form Notice (email and post-card) to be sent to Class Members by the Settlement Administrator and the Detailed Notice to be published on the Settlement Website and sent upon request that discloses the terms of this Settlement substantially in the form attached hereto as Exhibits B, C and D.

**2.13. “Class Period”** means September 1, 2015 to September 1, 2019.

**2.14. “Class Representatives” or “Plaintiffs”** mean Susan Wang and Rene’ Lee.

**2.15. “Court”** means the Superior Court of the State of California, County of San Francisco.

**2.16. “Credit” or “StubHub Credit”** means a credit valued in U.S. Dollars, to be issued by StubHub and valid for the purchase of any and all tickets (including all related fees) from StubHub. These credits will be completely unrestricted and will be valid for no less than three years.

**2.17. “Credit Claim”** means a claim for StubHub credit as described in Section 3.2.3 of this Agreement.

**2.18. “Credit Settlement”** means the commitment by StubHub, as described in Section 3.2.3 below, to issue \$20 million (\$20,000,000.00) in credits to be allocated pro rata to Settlement Class Members who make valid Credit Claims.

**2.19. “Defense Counsel”** means O’Melveny & Myers LLP.

**2.20. “Detailed Notice”** means the notice to be published on the Settlement Website and mailed or emailed to Class Members upon request that discloses the terms of this Settlement Agreement, substantially in the form attached hereto as Exhibit D. Detailed Notice will be available in Spanish and English on the Settlement Website.

**2.21. “Effective Date”** means five (5) business days after the following have occurred:

(i) the Court has entered a Final Approval Order and judgment approving the Settlement of the Action in a manner consistent with the terms of this Agreement, and (ii) either the time period to appeal the Final Approval Order and judgment has expired without any appeal having been filed, or an appeal that has been filed has been finally resolved in the appellate court of last resort without any right to appeal or seek further review from another appellate court.

**2.22. “Email Notice”** means the Short Form Notice to be emailed to Class Members by the Settlement Administrator, as described in Section 2.12 above, and substantially in the form attached hereto as Exhibit B.

**2.23. “Fee, Expenses, and Settlement Administration”** means the commitment of StubHub, as described in Section 3.1.3 below, to pay up to \$3.25 million (\$3,250,000) to be allocated towards Plaintiffs’ attorneys’ fees, costs and expenses, notice and administration fees and expenses, and class representative service awards (if approved by the court).

**2.24. “Fee and Expense Award”** means such funds as may be awarded by the Court to Settlement Class Counsel as compensation for the time, efforts and other costs and expenses accrued by Settlement Class Counsel in litigating this Action.

**2.25. “Fee and Expense Award Application”** means Settlement Class Counsel’s application for a fee and expense award.

**2.26. “Final Approval Hearing”** means the hearing at or after which the Court will

determine whether to finally approve the Settlement.

**2.27. “Final Approval Date”** means the date that the Court enters the Final Approval Order and Judgment.

**2.28. “Final Approval Order and Judgment”** means the proposed final order and final judgment to be submitted to and entered by the Court in connection with the Final Approval Hearing.

**2.29. “Opt-Out Form”** means a paper or online form by which Class Members may request exclusion from the Class, in substantially the same form as Exhibit E.

**2.30. “Parties”** means StubHub, the Plaintiffs/Class Representatives, and the Class Members.

**2.31. “Postcard Notice”** means the Short Form Notice to be mailed to Class Members by the Settlement Administrator as described in Section 2.12 above, and substantially in the form of Exhibit C.

**2.32. “Preliminary Approval Hearing”** means the hearing at or after which the Court will determine whether to preliminarily approve the Settlement and authorize dissemination of the Class Notice.

**2.33. “Preliminary Approval Order”** means the order to be submitted to and entered by the Court in connection with the Preliminary Approval Hearing.

**2.34. “Released Claims”** means the claims released in Section 3.3 of this Settlement

Agreement.

**2.35. “Released Parties”** means the individuals and entities released in Section 3.3.1 of this Settlement Agreement.

**2.36. “Response Deadline”** means the date that is one-hundred and ten (110) days after entry of the Preliminary Approval Order, or any other date set by the Court, by which a Class Member must opt-out of the Settlement or make any objection to the proposed Settlement, in accordance with the procedures set forth herein and/or in any order of the Court.

**2.37. “Service Award”** means such funds as may be awarded by the Court to the Plaintiffs in recognition of their time and effort expended in pursuing the Action and in fulfilling their obligations and responsibilities as the Class Representatives.

**2.38. “Service Award Application”** means Settlement Class Counsel’s application for a service award to the Plaintiffs.

**2.39. “Settlement Administrator”** means Angeion Group or such other third-party administrator as may be agreed to by the Parties and approved by the Court to administer the Settlement, including providing the Class Notice pursuant to the terms and conditions of this Agreement.

**2.40. “Settlement Class” or “Settlement Class Members”** means persons who are members of the Class defined in Section 2.10 above who do not opt out and are not excluded from the Settlement pursuant to the procedures set forth in this Agreement.

**2.41. “Settlement Class Counsel” or “Plaintiff’s Counsel”** means Annick M. Persinger and Hassan A. Zavareei of Tycko & Zavareei LLP.

**2.42. “Settlement Website”** means the website to be established and maintained by the Settlement Administrator where copies of the complaint, Settlement Agreement, Preliminary Approval Order, Detailed Notice, Fee and Expense Award Application, Service Award Application and Final Approval Order and Judgment will be posted. The Settlement Website shall be taken down or removed by the Settlement Administrator within 30 days after the Settlement Administrator has completed its obligations under this Agreement and issued its final invoice to the Parties, as set forth in Section 3.1.4.(a) below.

**2.43. “Short Form Notice”** means the notice provided by email or by postcard, substantially in the form of Exhibits B and C attached hereto.

**2.44. “StubHub”** refers to StubHub, Inc., the named defendant in this Action.

### **3. SETTLEMENT CONSIDERATION (BENEFITS AND RELEASE OF CLAIMS)**

**3.1. Settlement Class Member Benefits.** Settlement Class Members shall be eligible to receive benefits in accordance with the Claims Process Plan provided in Section 3.2. Settlement Class Members will have the option to claim from the Credit Settlement or the Cash Claims-Made Settlement.

**3.1.1. Credit Settlement:** StubHub will issue \$20 million (\$20,000,000.00) in

credits to be allocated pro rata to Settlement Class members who make valid claims.

**3.1.2. Cash Claims-Made Settlement:** StubHub will pay up to \$2.5 million (\$2,500,000.00) in cash to Settlement Class Members who submit valid claims for cash relief. Each Settlement Class Member who submits a valid claim for cash relief will be entitled to up to \$20, with the Cash Claims Made Settlement benefit amount being adjusted downward on a pro rata basis should Settlement Class Members' valid claims for cash relief exceed \$2,500,000. StubHub shall retain any unused funds in the event that the total amount of valid claims, at \$20 per claim, is less than \$2,500,000. Notice to class members will indicate the anticipated range of the cash payment per valid claim.

**3.1.3. Fees, Expenses and Settlement Administration:** StubHub will also pay up to \$3,250,000 for Plaintiffs' attorneys' fees (including any fee claim based on a catalyst theory), costs, and expenses, notice and administration fees and expenses, and class representative service awards, subject to approval by the Court. The portions of this amount to be allocated to notice and administrative fees and expenses, and class representative service awards, shall be left to Settlement Class Counsel's discretion, subject to Court approval and the terms of this Settlement Agreement, except that Plaintiffs' Counsel must seek three bids for class notice and administration before Plaintiffs' Counsel selects a settlement administrator with due regard for cost. Under no circumstances will StubHub be required to pay funds exceeding \$3,250,000 in total for the Fees and Expenses Award, Service Awards and Notice and Other Administrative

Costs described in Section 3.

**3.1.4. Schedule of Payments:** StubHub shall make payments in accordance with the following schedule:

- a. *Notice and Other Administrative Costs.* Settlement Administrator, Angeion Group, has agreed to a capped fee of \$199,500 for the costs of disseminating and posting the Class Notice and all other administrative costs anticipated in connection with this Settlement, as described herein, exclusive of any additional hard costs associated with the mailing of postcard notices or the printing and mailing of physical checks that may exceed the Settlement Administrator's initial estimates. In no circumstances shall StubHub be required to exceed \$3,250,000 in the aggregate for the Fees and Expense Award, Service Awards, and Notice and Other Administrative Costs. StubHub shall make the payments to Angeion from the aggregate \$3,250,000 "Fee, Expenses, and Settlement Administration," as defined in 2.23, up to \$199,500. Any additional hard costs incurred by the Settlement Administrator that may exceed \$199,500, shall be paid to Angeion by Settlement Class Counsel from the aggregate \$3,250,000 "Fee, Expenses, and Settlement Administration" as defined in 2.23. Based on preliminary estimates provided by the Settlement Administrator, StubHub shall make an

initial payment of \$137,500 to the Settlement Administrator for the estimated cost of disseminating and posting the Class Notice and related administrative costs anticipated in connection with notice for this Settlement, which shall be paid by StubHub within thirty (30) days of entry of the Preliminary Approval Order. Additional invoices for other Administrative Costs expended beyond the initial estimated cost of disseminating and posting notice will be issued by the Settlement Administrator on a monthly basis thereafter. Such invoices shall be paid by StubHub within thirty (30) days of receipt until the total payments reach \$199,500, as set forth above. All payments made by StubHub to the Settlement Administrator under this Section 3.1.4 shall be paid from the \$3,250,000 in total funds that StubHub has agreed to pay for all Fees, Expenses and Settlement Administration, as set forth in Section 3.1.3 above. Likewise, all payments made by Settlement Class Counsel to the Settlement Administrator under this Section 3.1.4 shall be credited against (and thus reduce) the \$3,250,000 in total funds that StubHub has agreed to pay for all Fees, Expenses and Settlement Administration, as set forth in Section 3.1.3 above. Because payments made by StubHub to the Settlement Administrator under this Section 3.1.4 are intended to reduce the total amount of \$3,250,000 that StubHub has agreed to pay for all Fees, Expenses and Settlement

Administration in the aggregate, Settlement Class Counsel must account for all such payments and any outstanding invoices issued by Settlement Administrator when submitting its final Fee and Expense Award application, as set forth in Section 3.1.4(c) below. In the event the Settlement Administrator seeks payment of additional Administrative Costs after the submission of Settlement Class Counsel's final Fee and Expense Award Application and Service Award Application, which if paid by StubHub would cause StubHub to exceed either the maximum amount of \$3,250,000 that it has agreed to pay for all Fees, Expenses and Settlement Administration in the aggregate, or the maximum amount of \$199,500 it has agreed to pay for Notice and Other Administrative Costs, such additional amounts shall be considered costs and will be paid from Settlement Class Counsel's final Fee and Expense Award and shall be paid directly to the Settlement Administrator by Settlement Class Counsel.

- b.** *Service Award.* An amount equal to any Service Award, not to exceed \$10,000 each (or \$20,000 in total for both Named Plaintiffs), as may be ordered by the Court and as described at Section 3.1.5 below is to be paid within thirty (30) days of the Effective Date.
- c.** *Fee and Expense Award.* Subject to the Court's final approval of any

award of attorney's fees and costs to Settlement Class Counsel, an amount up to \$3,250,000, less the sum of (i) all payments made by StubHub in satisfaction of the Notice and Other Administrative Costs outlined above, and (ii) any Service Award as approved by the Court, is to be paid by StubHub within 30 days of the Effective Date, consistent with the terms of Section 3.1.6 below. Settlement Class Counsel's final Fee and Expense Award Application to the Court shall be limited to an amount equal to \$3,250,000 less the sum of the prior the total payments made to the Settlement Administrator under Section 3.1.4(a) by StubHub and any requested Service Awards to ensure that under no circumstances do the total payments made by StubHub under Section 3.1.4 exceed \$3,250,000 in the aggregate for the Fees and Expense Award, Service Awards and Notice and Other Administrative Costs.

**3.1.5. Service Awards.** On or before 21 days prior to the Response Deadline, Plaintiffs' Counsel may apply to the Court for a Service Award from the Fees, Expenses and Settlement Administration amount for each Class Representative not to exceed ten thousand dollars (\$10,000.00) per Class Representative, in recognition of their service to the Class, in addition to any other relief to which they are entitled as Class members. StubHub shall not oppose such application. If the Court approves Service Awards for the Class Representatives, StubHub shall pay any such awards by issuing checks to each

Class Representative in the amount approved by the Court and delivering them to Plaintiffs' care of Annick M. Persinger, 1970 Broadway, Suite 1070, Oakland, CA 94612, within thirty (30) days of the Effective Date, provided that the Class Representatives have promptly provided StubHub with a signed Form W-9 upon request. This Settlement is not conditioned upon the Court awarding the amounts sought by the Class Representatives as a Service Award. If the amounts awarded by the Court are less than what was sought by the Class Representatives or no amounts are awarded, the remaining provisions of this Settlement Agreement shall be binding and effective.

**3.1.6. Fee and Expense Award.** On or before the deadline for Class Counsel to file their motion for final approval of settlement, Class Counsel may apply to the Court for an award of attorney's fees and expenses incurred on behalf of Plaintiffs and the Class. Any Fee and Expense Award approved by the Court shall be limited to \$3,250,000, less the sum of (i) payments made in satisfaction of the Notice and Other Administrative Costs, as described above in Section 3.1.4(a), and (ii) any Service Award as may be approved by the Court, as described in Section 3.1.4(b) above. The Fee and Expense Award shall otherwise be paid directly to Settlement Class Counsel within thirty (30) days of the Effective Date, subject to Class Counsel's prompt delivery of all payment routing information and tax I.D. numbers as may be required. For avoidance of doubt, and as described in Section 3.1.4(a) above, the Parties agree that any additional or outstanding invoices (or portions of invoices) issued by the Settlement Administrator

for Notice and Other Administrative Costs, which if paid by StubHub would cause StubHub to exceed the maximum amount of \$3,250,000 that it has agreed to pay for all Fees, Expenses and Settlement Administration in the aggregate, shall be the sole financial responsibility of Settlement Class Counsel and shall be paid directly to the Settlement Administrator by Settlement Class Counsel from the Fee and Expense Award.

**3.2. Claims Process Plan.** Each Settlement Class Member shall be required to submit a valid Claim Form to receive either cash or credit, consistent with this Section 3.2. The Settlement Administrator shall only approve claims for Class Members whose StubHub purchase can be verified using the Class List provided by StubHub.

**3.2.1. Claim Form.** Claimants (whether requesting cash or credit) shall have the option of (i) completing and submitting a Claim Form entirely online (without the need to print and scan or upload a Claim Form), (ii) printing a Claim Form online which they may complete and submit by mail, or (iii) requesting that a Claim Form be mailed to them by the Settlement Administrator, which they may complete and submit through the mail. The Claim Form shall require each claimant to sign under penalty of perjury that he or she purchased a ticket from StubHub via its website or mobile website during the Class Period and otherwise meets the definition for Class Members. All claims shall be subject to reasonable verification by the Settlement Administrator based on the Class List provided by StubHub and any other data needed to verify individual class

membership or eligibility, as may be requested by the Settlement Administrator. The Claim Form shall be substantially in the form attached hereto as Exhibit A, subject to Court approval.

**3.2.2. Claim Deadline.** To be valid, all Claim Forms must be submitted to the Settlement Administrator (or postmarked, if submitting via mail) by no later than one-hundred twenty (120) days after the initial distribution of Email Notice as set forth in Section 4.2.1 below.

**3.2.3. Credit Claim.** Each Settlement Class Member may submit a claim, either electronically through the Settlement Website or by mail, for Credit to be applied to a future online ticket purchase at StubHub from the Credit Settlement amount of \$20,000,000. This Credit is unrestricted and valid for three years after the date it is issued. A Settlement Class Member's claim for reimbursement pursuant to this paragraph shall be considered a "Credit Claim." The amount payable to each Settlement Class Member making a valid Credit Claim shall be determined by the Settlement Administrator once all timely submitted claims have been received and validated. Individual values for Credit Claims shall be reduced or increased at a pro rata basis as described in Section 3.2.3.1 below.

**3.2.3.1. Credit Claim Pro Rata Distribution.** The Credit Settlement amount of \$20,000,000 in credits shall be issued to all Settlement Class Members who timely submit a valid Credit Claim to the Settlement Administrator on a pro rata basis.

The Class Notice will indicate the anticipated range of the credit per valid claim, but the final credit amount per valid claim will be determined by the total number of valid Credit Claims submitted. The final credit amount per valid claim will be adjusted such that \$20,000,000 in total credits are fully issued to Settlement Class Members who submit a valid Credit Claim.

**3.2.3.2.** *Credit Claims Payment.* Credit Claims will be credited to a Credit Claimant's StubHub account within fifteen (15) business days of receipt of the final report from the Settlement Administrator detailing the credits to be deposited for Credit Claimants, or thirty (30) days after the Effective Date, whichever occurs later. Claimants will be able to redeem Credit by signing into their account and applying the Credit at checkout. If a Claimant does not have an account, they will receive instructions to create an account and redeem the Credit.

**3.2.4. Cash Claim.** Each Settlement Class Member may submit a claim, either electronically through a settlement website or by mail, for up to \$20 in cash from the Cash Claims-Made Settlement amount of \$2,500,000. A Settlement Class Member's claim for reimbursement pursuant to this paragraph shall be considered a "Cash Claim." The amount payable to each Settlement Class Member making a valid Cash Claim shall be determined by the Settlement Administrator but will not exceed \$20. Individual values for Cash Claims may be reduced on a pro rata basis as described in Section 3.2.4.1 below.

**3.2.4.1.** *Cash Claim Pro Rata Distribution.* Receipt of total valid Cash Claims that would exceed the Cash Claims-Made Settlement amount if paid at \$20 per claim will result in the cash payout for each class member being reduced on a pro rata basis. StubHub shall retain any unused funds in the event that the total amount of valid Cash Claims, at \$20 per claim, is less than \$2,500,000.

**3.2.4.2.** *Cash Claims Payment.* The amount payable to each Settlement Class Member making a valid Cash Claim shall be determined by the Settlement Administrator once all timely submitted claims have been received and validated, at which time the Settlement Administrator will promptly provide the Parties with a final report detailing the number and amount of all Cash Claims to be made. Within fifteen (15) business days of receipt of the final report from the Settlement Administrator detailing the payments to be made to Cash Claimants, or thirty (30) days after the Effective Date, whichever occurs later, StubHub shall cause to be transferred to the Settlement Administrator the full amount required to satisfy all valid Cash Claims up to, but not to exceed, \$2,500,000. Cash Claims will then be paid directly to Settlement Class Members who submitted valid Cash Claims by the Settlement Administrator, from the funds transferred by StubHub. Claimants will receive a Cash Claim payment electronically (in an electronic payment format recommended by the Settlement Administrator such as Automated Clearing House (“ACH,” a/k/a direct deposit), PayPal, Venmo, Square Cash, or Google Wallet, and agreed-upon by the Parties). If the

Settlement Administrator is unable to issue electronic payment, then Claimants will automatically receive a Cash Claim by check from the Settlement Administrator.

**3.2.4.3.** *Settlement Checks.* Checks issued under this Settlement shall be valid for one-hundred and eighty (180) days after the date of issuance. After one-hundred and eighty (180) days checks that have not been cashed shall be void. Any unused funds resulting from voided checks shall be returned to StubHub by the Settlement Administrator within thirty (30) days following the expiration date of the last uncashed check that issued.

**3.2.5. Deceased Authorized Claimant.** If a Class Member is deceased and a death certificate is provided to the Settlement Administrator prior to the Effective Date, and a valid Cash Claim is submitted on behalf of the Class Member, the Settlement Administrator shall pay the applicable Cash Claim payment to the deceased Class Member's estate.

**3.2.6. Review of Claims.** The Settlement Administrator shall be responsible for reviewing all claims to determine their validity. The Settlement Administrator shall reject any claim that does not comply in any material respect with the instructions on the Claim Form or is submitted after the close of the Claim Deadline approved by the Court.

**3.2.7. Deficient Claims.** Prior to rejection of a Claim Form, the Settlement Administrator shall communicate with the Claimant in an effort to remedy curable deficiencies in the Claim Form submitted, except in instances where the Claim is

untimely, clearly fraudulent (*e.g.*, a Claim submitted by “John Doe”), or clearly uncurable (*e.g.*, the Claim Form relates to something other than StubHub ticket purchases during the Class Period). Untimely and clearly fraudulent or uncurable Claims shall be rejected without cure attempt.

**3.2.8. Manner of Communicating Deficiency.** Within thirty (30) days after the Claim Deadline, the Settlement Administrator shall email all Class Members whose Claims were denied stating the reason for the denial, at the email address (if any) provided by the Class Member on the Claim Form. If no email address is provided by the Class Member on the Claim Form, the Settlement Administrator shall not have an obligation to provide the Class Member with any notification of the reasons for denial of the Claim. The Settlement Administrator’s determination of whether a Claim is a Valid Claim, if not disputed by the Parties, shall be final and not subject to further review. In resolving such disputes, StubHub’s records shall be presumed to be accurate, and shall be final and binding, unless the information provided by the Claimant proves otherwise.

### **3.3. Releases.**

**3.3.1. Class Representatives and the Class Members Provide the Following Releases:** Upon the Effective Date, and in consideration of the promises and covenants set forth in this Settlement Agreement, the Class Representatives and each Settlement Class Member release any and all claims Plaintiffs and the Settlement Class has or may

have against StubHub, and each of its present, former, and future parents, predecessors, successors, assigns, assignees, affiliates, conservators, divisions, departments, subdivisions, owners, partners, principals, trustees, creditors, shareholders, joint ventures, co-venturers, officers, and directors (whether acting in such capacity or individually), attorneys, vendors, accountants, nominees, agents (alleged, apparent, or actual), representatives, employees, managers, administrators, and each person or entity acting or purporting to act for them or on their behalf, including, but not limited to, all of its subsidiaries and affiliates (collectively, "Releasees") with respect to any claim or issue, whether known or unknown, relating to or arising out of any of the claims that were asserted in the Action, and any allegations, acts, transactions, facts, events, matters, occurrences, representations, statements, or omissions that were or could have been set forth, alleged, referred to, or asserted in the Action, and whether assertable in the form of a cause of action or as a private motion, petition for relief or claim for contempt, or otherwise, and in any court, tribunal, arbitration panel, commission, agency, or before any governmental and/or administrative body, or any other adjudicatory body, or any other federal, state, local, statutory or common law or any other law, rule, regulation, ordinance, code, contract, common law, or any other source, including the law of any jurisdiction outside the United States (including both direct and derivative claims), including any and all claims for damages, injunctive relief, interest, attorney fees, and litigation expenses.

The Parties hereby waive any and all rights and benefits arising out of the facts alleged in the Action by virtue of the provisions of Civil Code § 1542, or any other provision in the law of the United States, or any state or territory of the United States, or principle of common law or equity that is similar, comparable or equivalent to Civil Code § 1542, with respect to this release. The Parties are aware that Civil Code § 1542 provides as follows:

**General release; extent.** 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.

Although the releases granted under this Agreement are not general releases, Plaintiffs, on behalf of themselves and of all Class Members, nonetheless expressly acknowledge that Plaintiffs and the Class Members are waiving the protections of Cal. Civ. Code § 1542 as to the Class Members' Release only. The Parties expressly acknowledge that they may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the released claims described above, but the Plaintiffs and the Settlement Class Members, upon the Effective Date, shall be deemed to have, and by operation of law shall have, fully, finally and forever settled, released, and discharged any and all Released Claims known or unknown, suspected or unsuspected, whether or not concealed or hidden,

that now exist or heretofore have existed upon any theory of law or equity, including, but not limited to, Released Claims based on conduct that is negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Parties agree that the Released Claims constitute a specific and not a general release.

The Parties shall be deemed to have agreed that the release set forth above will be and may be raised as a complete defense to and will preclude any action or proceeding based on the Released Claims. The Parties agree that all Settlement Class Members are barred from bringing a future claim against StubHub on the same or similar facts and theories alleged in the operative complaint in this Action.

As of the Effective Date, by operation of entry of the Final Order and Judgment, the Released Parties shall be deemed to have fully released and forever discharged Plaintiffs, all other Class Members and Class Counsel from any and all claims of abuse of process, malicious prosecution, or any other claims arising out of the initiation, prosecution or resolution of the Action, including, but not limited to, claims for attorneys' fees, costs of suit or sanctions of any kind, or any claims arising out of the allocation or distribution of any of the consideration distributed pursuant to this Agreement.

**3.3.2. Covenant Not to Sue.** Class Representatives agree and covenant, and each Settlement Class member will be deemed to have agreed and covenanted, not to

sue any of the Released Parties with respect to any of the Released Claims, and agree to be forever barred from doing so in any court of law or equity, arbitration proceeding, or any other forum.

#### **4. CLASS NOTIFICATION PROCEDURES**

**4.1. Provision of Information to the Settlement Administrator.** As soon as practicable but starting no later than fourteen (14) days after entry of the Preliminary Approval Order, StubHub shall provide the Settlement Administrator the Class Member List in an electronic format. In preparing the Class Member List, StubHub may rely on its reasonably available electronic records and is only obligated to provide the last known mailing address and email address as they presently exist in its business records.

#### **4.2. Notice Plan**

**4.2.1. Email Notice.** As soon as practicable but starting no later than thirty (30) days after entry of the Preliminary Approval Order, the Settlement Administrator shall send the Email Notice to all Class Members for whom StubHub has provided the Settlement Administrator with an email address. It will be conclusively presumed that the intended recipients received the Email Notice if the Settlement Administrator did not receive a hard-bounce-back message.

**4.2.2. Postcard Notice.** As soon as practicable but starting no later than forty-five (45) days after entry of the Preliminary Approval Order, the Settlement Administrator shall send the Postcard Notice by mail to all Class Members for whom

StubHub has not provided an email address and to all Class Members to whom the Settlement Administrator sent the Email Notice but for whom the Settlement Administrator receives an uncured hard-bounce-back message. Before mailing the Postcard Notice, the Settlement Administrator shall update the address provided by StubHub with the National Change of Address database. It will be conclusively presumed that the intended recipients received the Postcard Notice.

**4.2.3. Settlement Website Notice.** As soon as practicable but starting no later than fifteen (15) days after entry of the Preliminary Approval Order, the Settlement Administrator shall establish the Settlement Website and post the Detailed Notice, this Settlement Agreement, and the Preliminary Approval Order, as well as the additional information set forth in Section 4.3 below.

**4.3. Additional Information for the Class.**

**4.3.1. Settlement Website.** Prior to the date on which the Settlement Administrator initiates sending Short-Form Notice, the Settlement Administrator shall also establish the Settlement Website, which shall contain:

- (a) the Complaint in downloadable PDF format;
- (b) the Detailed Notice in English and Spanish in downloadable PDF format;
- (c) the Detailed Notice in HTML format with a clickable table of contents, described on the Settlement Website as answers to

frequently asked questions;

- (d) a contact information page that includes the address for the Settlement Administrator and address and telephone numbers for Settlement Class Counsel and Defense Counsel;
- (e) the Settlement Agreement
- (f) the signed Preliminary Approval Order and publicly filed motion papers and declarations in support thereof;
- (g) downloadable and online versions of the Claim Form and Opt-Out Form; and
- (h) (when they become available) the publicly filed motion for final approval, Fee and Expense Award Application, Service Award Application, and any motions papers and declarations in support thereof.

The Settlement Website shall remain accessible until thirty (30) days after the Settlement Administrator has completed its obligations under this Settlement Agreement and issued its final invoice to the Parties, as set forth in Section 3.1.4.(a) above.

**4.3.2. Detailed Notice.** The Settlement Administrator shall mail or email the Detailed Notice to any Class Member who requests a copy.

**4.3.3. Toll Free Number.** Prior to the date on which the Settlement

Administrator initiates the Class Notice, the Settlement Administrator shall establish a toll-free number to call to obtain recorded information about the Settlement and request a mailed or emailed version of the Detailed Notice.

## **5. OBJECTIONS AND REQUESTS FOR EXCLUSION**

**5.1. Request for Exclusion.** As set forth below, Class Members shall have the right to opt out of the Class and this Settlement.

**5.1.1. Notification on Right to Request Exclusion.** The Detailed Notice, as well as the Short-Form Notice, shall advise Class Members of their rights to forego the benefits of this Settlement and/or pursue an individual claim, in compliance with the requirements set forth in this Settlement Agreement. The Detailed Notice will also provide that any Class Member wishing to exclude themselves who fail to properly or timely file or serve the requested information and/or documents will be precluded from doing so.

**5.1.2. Request for Exclusion Requirements.** In the event a Class Member wishes to be excluded from the Settlement and not be bound by this Settlement Agreement, that person must, prior to the Response Deadline, complete the Opt-Out Form online or sign and mail a notice of intention to opt-out of the Settlement to the Settlement Administrator. Class Members who wish to be excluded and would like to complete an Opt-Out Form may submit the Form online or may print and complete the form and submit it through the mail to the Settlement Administrator, consistent with

the instructions located therein. Any Opt-Out Forms must be submitted online or postmarked (if sent by mail) on or before the Response Deadline. Any notice of intention to opt-out submitted in lieu of a completed Opt-Out Form must:

- (a) be postmarked on or before the Response Deadline;
- (b) include the Class Member's name, address, and telephone number;
- (c) be personally signed and dated by the Class Member; and
- (d) contain a clear request that the individual would like to "opt out" or

be excluded by use of those or other words clearly indicating a desire not to participate in the Settlement. Any Class Member who timely and properly requests exclusion in compliance with these requirements will not be entitled to receive payment from the Settlement Amount and will not be bound by this Settlement Agreement or the Final Approval Order and Judgment.

**5.1.3. Submission of Claim Form and Request for Exclusion.** If a Class Member submits both a Claim Form and an exclusion request, the Claim Form shall take precedence and be considered valid and binding, and the exclusion request shall be deemed to have been sent by mistake and rejected.

**5.2. Objections to the Settlement.** As set forth below, any Class Member who has not submitted a timely request for exclusion may object to this Settlement, the Fee Application, the Fee and Expense Award, the Service Award Application, or the Service Awards.

**5.2.1. Notification of the Right to Object.** The Detailed Notice, as well as the Email Notice and Postcard Notice, shall advise Class Members of their right to object to this Settlement, the Fee Application, the Fee and Expense Award, the Service Award Application, or the Service Awards. The Detailed Notice will also provide that any Class Members wishing to object who fail to properly do so will be precluded from objecting.

**5.2.2. Objection Requirements.** Any Class Member who has not submitted a timely request for exclusion and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement must sign and mail a letter to the Settlement Administrator, stating their intention to object to the Settlement. For a written objection to be considered, the written objection must:

- (a) be postmarked on or before the Response Deadline;
- (b) include the objecting Class Member's name, address, and telephone number;
- (c) be personally signed and dated by the objecting Class Member;
- and
- (d) state each objection and the specific legal and factual bases for each.

**5.2.3. Appearance at Final Approval Hearing.** Any Class Member who has not submitted a timely request for exclusion may appear at the Final Approval Hearing either in person or through an attorney. However, if the Class Member intends to appear

at the Final Approval Hearing through counsel, the Class Member must have submitted a written objection pursuant to this paragraph that also identified the attorney(s) representing him or her who will appear at the Fairness Hearing and include the attorney(s) name, address, phone number, e-mail address, and the state bar(s) to which counsel is admitted.

**5.2.4. Failure to Object.** Any Class Member who does not provide a timely written objection or who does not make a record of his or her objection at the Final Approval Hearing shall be deemed to have waived any objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement, the Fee Application, the Fee and Expense Award, the Service Award Application, or the Service Awards.

**5.2.5. Submission of Claim Form and Objection.** A Class Member who objects to the Settlement may also submit a Claim Form on or before the Claim Deadline, which shall be processed in the same manner as all other Claim Forms. A Class Member shall not be entitled to an extension of the Claim Deadline merely because that Class Member has also submitted an objection.

**5.2.6. Responding to Objections.** The Class Representatives, Settlement Class Counsel, and/or StubHub may file responses to any timely written objections no later than seven (7) days prior to the Final Approval Hearing.

## **6. COURT APPROVAL PROCEDURES**

**6.1. Class Certification.** Solely for the purposes of settlement and the proceedings contemplated herein, the Parties stipulate and agree that a class shall be certified in the Action in accordance with the definition of the “Class” set forth above, and that Plaintiffs’ Counsel shall be appointed as counsel for the Settlement Class. The certification of the Class shall be binding only with respect to the settlement set forth in this Agreement. In the event this Agreement shall terminate pursuant to its terms for any reason, the Order certifying the Class shall be vacated by its terms and this Action shall revert to its status as existed prior to the execution of this Agreement. In that event, this Agreement shall not be admissible to establish any fact relevant to class certification or any alleged liability, or for any other purpose, and the Parties’ agreement to resolve the Action shall be inadmissible pursuant to Evidence Code § 1152.

**6.2. Preliminary Approval.** The Class Representatives, through Plaintiffs’ Counsel, shall file a motion for Preliminary Approval. The motion shall request entry of the Preliminary Approval Order for the purposes of, among other things:

- (a) conditionally certifying the Class in the Action for settlement purposes only;
- (b) appointing Plaintiffs as Class Representatives of the Class;
- (c) appointing Plaintiffs’ Counsel as counsel for the Class;
- (d) appointing the Settlement Administrator;
- (e) scheduling a Final Approval Hearing;

(f) approving Class Notice (substantially in the forms of Exhibits B, C, and D attached hereto);

(g) approving the Claims Process Plan and claims procedures for Class Members, including the Claim Form (substantially in the form of Exhibit A); and

(h) approving the objection and exclusion procedures for Class Members, including the Opt-Out Form (substantially in the form of Exhibit E).

StubHub and Defense Counsel shall not oppose the motion and may file a statement of non-opposition to the request for preliminary approval.

### **6.3. Final Approval.**

**6.3.1. Motion for Final Settlement Approval.** Plaintiffs will submit for the Court's consideration, by the deadline set by the Court, the Final Approval and Judgment Order, which does all of the following:

(a) finds that the Court has personal and subject matter jurisdiction over the Action;

(b) certifies the Class for settlement purposes;

(c) approves the Settlement;

(d) finds that the notice to the Class given in the manner described herein constitutes the best notice practicable and in full compliance with requirements of California Rules of Court and due process of law;

(e) confirms that the Class Representatives and Settlement Class Members have released all Released Claims against the Released Parties;

(f) identifies those who have timely opted out of the Settlement;

(g) requires the Parties to report the amounts paid to Authorized Claimants once all payments have been made and administration of the Settlement has been completed; and

(h) retains the Court's jurisdiction relating to the administration, consummation, validity, enforcement, and interpretation of this Agreement, the Final Approval Order, any final order approving the Fee and Expense Award and Service Awards, and for any other necessary purpose.

StubHub and Defense Counsel shall not oppose the motion and may file a statement of non-opposition to the request for entry of the Final Approval Order and Judgment, contingent on Defense Counsel's ability to review and approve the final form of the Final Approval Order and Judgment before it is submitted to the Court. Such approval shall not be unreasonably withheld by Defense Counsel.

**6.4. Modifications Suggested by the Court.** If the Court suggests any modifications to the Agreement or conditions for entry of the Preliminary Approval Order, Final Approval Order and Judgment on modifications to the Agreement, the Parties shall, working in good faith and consistent with the Agreement, endeavor to cure any such deficiencies identified by the Court. However, the Parties shall not be obligated to make

any additions or modifications to the Agreement that would affect the benefits provided to Settlement Class Members, or the cost to or burden on StubHub, the content or extent of notices required to Class Members, or the scope of any of the releases contemplated in this Agreement. Specifically, both parties acknowledge that StubHub has made significant changes to its purchase flow since the start of this litigation, including (among other things) making a “fee toggle” feature more prominent. StubHub has no present intention of changing the prominence of the fee disclosures on its website and StubHub shall not be required to make additional changes to its website or purchase flow as part of this Settlement, and reserves the right to make changes in the future. If the Court orders or proposes such additions or modifications, generally, the Parties will have the right to terminate the Settlement Agreement within twenty-one (21) days from the date of the Court’s order or proposal, unless otherwise agreed by the Parties. If the Court specifically orders or proposes changes to StubHub’s purchase flow, StubHub, but not Plaintiffs, shall have the right to terminate the Settlement Agreement within twenty-one (21) days from the dates of the Court’s order or proposal, unless otherwise waived. If either Party elects to terminate the Settlement Agreement pursuant to this section, the Agreement will be deemed null and void *ab initio* and the provisions of Section 8.3 will apply. Upon termination of the Settlement Agreement, any unused portions of the initial payment(s) made to the Settlement Administrator under Section 3.1.4 shall be returned to StubHub within five (5) business days.

## **7. OBLIGATIONS OF THE SETTLEMENT ADMINISTRATOR**

**7.1. Notice and Settlement Administration Duties.** As discussed in more detail elsewhere in the Agreement, the Settlement Administrator shall perform the duties, tasks, and responsibilities associated with providing notice and administering the Settlement including the following:

**7.1.1.** Preparing and disseminating notice to the Settlement Class;

**7.1.2.** Maintaining the Settlement Website;

**7.1.3.** Keeping track of requests for exclusion and objections to the Settlement, including maintaining the original envelope in which they were mailed (or an electronic copy thereof);

**7.1.4.** According to the timeline set forth in Section 7.3.3, deliver to Settlement Class Counsel and Defense Counsel copies of any requests for exclusion, objections, or upon request of Settlement Class Counsel and Defense Counsel, other written or electronic communications from the Settlement Class;

**7.1.5.** Resolving disputes during the administration process in the manner provided below;

**7.1.6.** Making distributions to Authorized Claimants;

**7.1.7.** Performing any tax reporting duties required by this Agreement and federal, state, or local law;

**7.1.8.** Maintaining adequate records of all its activities including the dates of transmission of the Postcard and Email Notices, returned mail, and other communications and attempted written or electronic communications with the Class;

**7.1.9.** Confirming in writing its completion of the administration of the Settlement; and

**7.1.10.** Such other tasks as Settlement Class Counsel and Defense Counsel mutually agree.

**7.2. Preserving Confidentiality of Customer Information.** The Parties agree and understand that the Settlement Administrator will be provided with certain personal identifying information related to StubHub customers who are Class Members; accordingly, the Parties will require the Settlement Administrator to agree to keep this information secure, not to disclose or disseminate this information and such information will be used solely for the purposes of effectuating this Settlement Agreement.

**7.3. Settlement Administrator Reporting.**

**7.3.1. Settlement Administrator Interim Reporting.** Starting one week after the deadline to start providing notice to the Class under Section 4.2, the Settlement Administrator shall provide weekly reports to Defense Counsel and Settlement Class Counsel concerning the Claim Forms received during the prior week and the amount claimed to date. The report shall also identify the number of valid requests for exclusion received (*see* Section 5.1, *supra*) and transmit any received objections (*see* Section 5.2,

*supra*) to counsel.

**7.3.2. Final Claims Accounting.** No later than fourteen (14) days before the filing date for Class Representative's motion in support of the Final Approval Order and Judgment, the Settlement Administrator will serve upon Settlement Class Counsel and Defense Counsel a report indicating, among other things, the number of timely and valid Claim Forms that were submitted.

**7.3.3. Final Exclusion and Objection Accounting.** No later than fourteen (14) days after the Response Deadline, the Settlement Administrator will serve upon Settlement Class Counsel and Defense Counsel a declaration indicating the total number of valid requests for exclusion and copies of any objections received, as well as a report containing the information regarding requests for exclusion and objections that is required under Section 7.1.4 and confirming which requests for exclusion and objections are timely and untimely.

**7.3.4. Post Distribution Accounting.** The Settlement Administrator shall provide the Parties with a reconciliation and accounting of the Credit Settlement amount and the Cash Claims-Made Settlement amount at each of the following times: (i) no later than ten (10) days after the payments are made pursuant to Section 3.2.4.2, and (ii) no later than ten (10) days after the expiration of the 180-day period for negotiation checks issued under this Settlement Agreement.

## 8. TERMINATION

**8.1. Court Approval Contingencies.** This Settlement Agreement is being entered into for settlement purposes only. If the Court conditions its approval of either the Preliminary Approval Order or the Final Order and Judgment on any modifications of this Settlement Agreement that are not acceptable to all Parties, as set forth in Section 6.4 above, or if the Court does not approve the Settlement Agreement or enter the Final Order and Judgment, or if the Effective Date does not occur for any other reason, including if the Final Approval Order and Judgment is reversed in whole or in part on appeal, then this Settlement Agreement will be deemed terminated, null and void *ab initio*.

**8.2. Decertification of the Class if Settlement is Not Approved.** If this Agreement is not finally approved and/or does not go into effect for any reason set forth in the preceding Section 8.1, certification of the Settlement Class will be vacated, and the Parties will be returned to their positions *status quo ante* as if the Settlement had not been entered into. In the event that the Settlement Class is vacated, (a) any court orders preliminarily or finally approving the certification of any Class contemplated by the Settlement and any other orders entered pursuant to the Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion; and (b) this Agreement will become null and void, and the fact of this Settlement, that StubHub did not oppose the certification of any Class under the Settlement, that Class

Representatives acknowledged any risks associated with the litigation, or that the Court approved the certification of a Class, shall not be used or cited thereafter by any person or entity, including but not limited to in any contested proceeding relating to the certification of any class or relating to enforcement of arbitration agreements and class-action waivers.

**8.3. Effect of Termination.** In the event that this Agreement is voided, terminated, or cancelled, or fails to become effective for any reason whatsoever, then the Parties shall be deemed to have reverted to their respective statuses as of the date and time immediately prior to the execution of this Agreement, and they shall proceed in all respects as if this Agreement, its Exhibits, and any related agreements or orders, had never been executed or entered. Without limiting the foregoing of the other agreements between the Parties in this Agreement, but rather for clarity's sake, the Parties expressly agree that this Agreement, the settlement and mediation discussions leading to this Agreement, and any proceeding related to this Agreement (a) shall not be construed as a waiver, acknowledgment, or concession of risk by the Parties of any claim, defense, or argument, and the Parties' agreement to resolve the Action shall be inadmissible pursuant to Evidence Code section 1152, and (b) shall not be used in any other proceeding for any purpose. No Party shall be deemed to have waived any claims, objections, rights, or defenses, or legal arguments or positions, including but not limited to claims or objections to class certification, or claims or defenses on the merits. Each

Party reserves the right to prosecute or defend this Action in the event that this Settlement Agreement does not become final and binding.

## **9. MISCELLANEOUS PROVISIONS**

**9.1. No Admission of Liability.** Neither this Agreement nor the Final Approval Order and Judgment to be entered pursuant to this Agreement is an admission or concession by any person or entity of any fault, omission, liability, or wrongdoing.

**9.2. Termination of Discovery and Motion Practice.** By signing this Settlement Agreement, the Parties agree not to serve any discovery or proceed with any motion after the date of execution of the Settlement Agreement, except for motions related to the approval of the Settlement, unless the Parties are ordered to do so by the Court or the Final Approval Order and Judgment is not entered and this Settlement Agreement becomes void.

**9.3. Taxes and Tax Reporting.** The Parties shall have no liability or responsibility for any taxes owed by Class Members as a result of amounts paid to such Class Members under this Agreement. The Parties hereto agree to cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions set forth in this Section.

**9.4. Date of Submission of Documents to Settlement Administrator.** If submitted by postal mail, the date of the postmark on the envelope containing the Claim Form, request for exclusion or objection shall be the exclusive means used to determine

whether a Claim Form has been timely submitted. In the event a postmark is illegible, the date of mailing shall be deemed to be three (3) days prior to the date that the Settlement Administrator received a copy of the Claim Form, request for exclusion or objection.

**9.5. No Claim Related to Distribution or Claims Processing.** No person shall have any claim against Plaintiffs, StubHub, Plaintiffs' Counsel, Defense Counsel, or the Settlement Administrator based on any determination of a Valid Claim, distributions, or awards made in accordance with this Settlement Agreement and the Exhibits thereto.

**9.6. Best Efforts.** The Class Representatives and StubHub agree that the terms of the Agreement reflect a good-faith settlement of disputed claims. They consider the Settlement effected by this Settlement Agreement to be fair and reasonable and will use their best efforts to seek preliminary approval, and if granted, final approval of the Agreement by the Court, including in responding to any objectors, intervenors or other persons or entities seeking to preclude entry of the Final Approval Order and Judgment and, if the Settlement is granted final approval, to effectuate the Agreement's terms. Neither the Parties nor any person acting on their behalf shall seek to solicit or encourage anyone to object to the Settlement or appeal from any order of the Court that is consistent with the terms of this Settlement.

**9.7. Each Party is Represented by Counsel.** Plaintiffs, on the one hand, and StubHub, on the other, acknowledge to each other that each has been advised and is

represented by legal counsel of his or her own choosing throughout the negotiations which preceded the execution of this Settlement Agreement, and that they have executed this Settlement Agreement after being so advised and without reliance upon any promise or representation of any person or persons acting for or on behalf of the other, except as expressly set forth in this Settlement Agreement. Plaintiffs, on the one hand, and StubHub, on the other, further acknowledge that they and their counsel have had an adequate opportunity to make whatever investigation or inquiry they may deem necessary or desirable in connection with the subject matter of this Settlement Agreement prior to the execution of this Settlement Agreement. Plaintiffs have each read and approved the language of this Settlement Agreement, with the assistance of counsel. StubHub has also read and approved the language of this Settlement Agreement, with the assistance of counsel. This Settlement Agreement is a product of negotiation and preparation by Plaintiffs on the one hand with their attorneys, and StubHub and its attorneys on the other. Therefore, Plaintiffs and StubHub each expressly waive the provisions of Civil Code section 1654 and acknowledge and agree that this Settlement Agreement should not be deemed prepared or drafted by one Party or the other and shall be construed accordingly.

**9.8. Entire Agreement.** This Settlement Agreement embodies the entire agreement and understanding between the Parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.

**9.9. Construction and Interpretation.** No course of prior dealing between the Parties, no usage of the trade, and no extrinsic evidence of any nature shall be used or be relevant to supplement, explain, or modify any term used herein. The Parties each represent and warrant to the other Party that they are not relying on any other Party for advice.

**9.10. Counterpart Originals and Electronic Signatures.** This Settlement Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement. It is further agreed that scanned and emailed and/or facsimile copies of executed signature pages may be assembled and that each and every one of the same shall be given the force and effect of an original signature. It is further agreed that electronic signatures (*e.g.*, through DocuSign) shall be given the force and effect of an original signature.

**9.11. Execution Date.** This Settlement Agreement shall be deemed executed upon the last date of execution by all of the undersigned.

**9.12. Modification Only in Writing.** Neither this Settlement Agreement nor any provision hereof may be changed, waived, discharged, or terminated, save and except by an instrument in writing signed by the Party against whom enforcement of the change, waiver, discharge, or termination is sought.

**9.13. Headings.** Captions, section headings, and numbers have been set forth in this Settlement Agreement for convenience only and are not to be used in construing this

Settlement Agreement.

**9.14. Time Periods.** The time periods and dates described in this Agreement with respect to the giving of notices and hearings are subject to Court approval and modification by the Court or by written stipulation of Plaintiffs' Counsel and Defense Counsel

**9.15. Governing Law.** This Agreement shall be governed and interpreted under California law, without regard to its choice of law principles.

IN WITNESS HEREOF the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below.

DATED: 7/8/2021

Plaintiff Susan Wang

DocuSigned by:  
*Susan Wang*  
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DATED: 7/12/2021

Plaintiff Rene' Lee

DocuSigned by:  
*Rene Lee*  
D98E67DB914A425...

DATED: \_\_\_\_\_

Defendant StubHub Inc.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM AND CONTENT:

DATED: 7/8/2021

TYCKO & ZAVAREEI LLP

DocuSigned by:  
By: Annick Persinger  
6FC3C08A227E4CE...

Annick M. Persinger  
Attorney for Plaintiffs

DATED: \_\_\_\_\_

O'MELVENY & MYERS LLP

By: \_\_\_\_\_

Matthew Powers  
Attorney for Defendant

Settlement Agreement.

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IN WITNESS HEREOF the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below.

DATED: \_\_\_\_\_

Plaintiff Susan Wang

\_\_\_\_\_

DATED: \_\_\_\_\_

Plaintiff Rene' Lee

\_\_\_\_\_

DATED: 7/12/2021

Defendant StubHub Inc.

DocuSigned by:  
Name: Marty Linne  
7B134502DF894DD... \_

Marty Linne

Title: Vice President & General Counsel

APPROVED AS TO FORM AND CONTENT:

DATED: \_\_\_\_\_

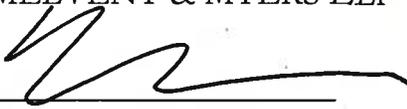
TYCKO & ZAVAREEI LLP

By: \_\_\_\_\_

Annick M. Persinger  
Attorney for Plaintiffs

DATED: 7-8-21

O'MELVENY & MYERS LLP

By:  \_\_\_\_\_

Matthew Powers  
Attorney for Defendant