

**IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS, LAW DIVISION**

JOHN SHANKULA; JASON INGMAN;
COURTNEY HANSCOM, individually and
on behalf of all others similarly situated,

Plaintiffs,

v.

CASE NO. 2022LA000282

TICKETSONSALE.COM, LLC, a Delaware
limited liability company; TICKET
FULFILLMENT SERVICES LP, a Delaware
limited partnership; and DOES 1-10
inclusive,

Defendants.

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

Plaintiffs John Shankula, Jason Ingman and Courtney Hanscom (collectively, “Plaintiffs”) hereby enter into this Class Action Settlement Agreement And Release (“Settlement Agreement”) in order to effect a full and final settlement and dismissal with prejudice of all claims against Defendants TicketsOnSale.com, LLC (“TOS”) and Ticket Fulfillment Services LP (“TFS,” and together with TOS, “Defendants”) alleged in the litigation captioned Shankula, et al. v. TicketsOnSale.com, LLC, et al., Case No. 2022LA000282, currently pending in the Circuit Court of the Eighteenth Judicial Circuit in the DuPage County, Illinois, Law Division (hereinafter, the “Litigation”) on the terms set forth herein. Capitalized terms shall otherwise have the meaning ascribed to them in Section II of this Settlement Agreement.

I. RECITALS

WHEREAS, certain of the Plaintiffs initiated litigation against Defendants on or about March 23, 2021 in the United States District Court for the Southern District of California (Shankula, et al., v. Ticketsonsale.com, LLC, et al., Case No. 3:21-cv-00515-AJB-AGS (S.D. Cal.)), and Plaintiffs thereafter dismissed that suit and filed the Litigation in this Court on March

23, 2022. Plaintiffs generally allege that Defendants are obligated to provide payments for tickets purchased on or before the Preliminary Approval Date to events that, at any time between March 23, 2017 and the Preliminary Approval Date, were cancelled, postponed indefinitely or rescheduled, that Defendants failed to do so and that ticket purchasers suffered damages and/or are entitled to other relief as a result. Plaintiffs assert claims for violation of the California Consumer Legal Remedies Act, Cal. Civ. Code § 1750, et seq., violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, et seq., breach of contract, unjust enrichment and conversion. Plaintiffs assert their claims on their own behalf as well as on behalf of “[a]ll Persons residing in the United States, its territories or Canada who at any time on or before the Preliminary Approval Date purchased a ticket through the Site or either Defendant to an event that subsequently became a Cancelled Event, a Postponed Event and/or a Rescheduled Event[,]” with certain exclusions, as well as a similarly defined California subclass.

WHEREAS, Defendants deny all of Plaintiffs’ allegations in the Litigation and specifically deny that they have engaged in any wrongdoing whatsoever, that they have made any false or misleading statements, that they breached any agreements with Plaintiffs or the proposed classes, that Plaintiffs and the proposed classes are entitled to any relief whatsoever and that the action can properly or feasibly be maintained as a class action on a contested basis.

WHEREAS, Defendants were and are fully prepared to file a motion to compel arbitration on an individual, non-class basis and to dismiss this action pursuant to the terms of use to which Defendants contend Plaintiffs agreed when they allegedly purchased tickets to third-party events through the Site or either Defendant.

WHEREAS, prior to the deadline for the filing of Defendants’ motion to dismiss and to compel arbitration in the United States District Court for the Southern District of California, and

with an express reservation of the right of Defendants to move to dismiss and compel arbitration if and when necessary, the parties began to discuss the possibility of settlement, and on August 26, 2021, the parties engaged in a day-long mediation with the assistance of the Honorable Wayne R. Andersen (Ret.) of JAMS. The parties did not reach the terms of a settlement on August 26, 2021, and instead continued to conduct arms'-length negotiations through Judge Andersen in September, October and November of 2021, ultimately resulting in a preliminary agreement on the material terms of a class settlement of this action, subject to negotiating the remaining settlement terms and negotiating a definitive written settlement agreement.

WHEREAS, Class Counsel have made a thorough investigation of the facts and circumstances surrounding the allegations asserted in the Litigation and have engaged in investigation and discovery of the claims asserted therein.

WHEREAS, Plaintiffs and Class Counsel have examined the benefits to be obtained under the terms of this Settlement Agreement, have considered the risks associated with the continued prosecution of the Litigation and believe that it is in the best interests of the Settlement Class (including the California Settlement Subclass) that the Litigation be resolved on the terms and conditions set forth in this Settlement Agreement. Class Counsel reached that conclusion after considering the factual and legal issues presented in the Litigation, the risks associated with the otherwise forthcoming motion of Defendants to dismiss and to compel arbitration on a non-class basis, the other defenses available to Defendants, the substantial benefits that members of the Settlement Class (including the California Settlement Subclass) will receive as a result of the Settlement Agreement, the risks and uncertainties of continued litigation, the risks and uncertainties associated with the ongoing COVID-19 pandemic, the expense that would be

necessary to prosecute the Litigation through trial and any appeals that might be taken and the likelihood of success at trial.

WHEREAS, Defendants deny each and every allegation of liability, wrongdoing and damages and further deny that the Litigation may be maintained as a class action except for settlement purposes. Nonetheless, without admitting or conceding any liability, damages or any wrongdoing whatsoever and without conceding the appropriateness of class treatment for claims asserted in any future complaint, Defendants have agreed to settle the Litigation on the terms and conditions set forth in this Settlement Agreement solely to avoid the substantial expense, inconvenience, burden, and disruption of continued litigation.

WHEREAS, the Parties agree and understand that neither this Settlement Agreement nor the Settlement it represents shall be construed or admissible as an admission of any kind by Defendants of any wrongdoing whatsoever, including an admission of a violation of any statute or law or of liability on the claims or allegations in the Litigation.

WHEREAS, the Parties agree and understand that neither this Settlement Agreement nor the Settlement it represents shall be construed or admissible as an admission of any kind by Defendants that Plaintiffs' claims in this Litigation or any other similar claims in other proceedings are or would be suitable for class treatment if the Litigation proceeded through litigation and/or trial.

WHEREAS, the Parties desire to compromise and settle all issues and claims that have been brought or could have been brought against the Released Parties arising out of or relating to allegations that Defendants failed to pay monies, caused damages, or otherwise failed to provide adequate relief after third-party events were cancelled, postponed or rescheduled as well as all of the claims that were or could have been asserted in the Litigation.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties hereto agree as follows, subject to preliminary and final approval from the Court:

II. DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the meaning set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

1. Attorneys' Fees and Expenses - "Attorneys' Fees and Expenses" means the total award of attorneys' fees, costs and expenses sought by Class Counsel and allowed by the Court.

2. California Postponed Or Rescheduled Event Claim Form - "California Postponed Or Rescheduled Event Claim Form" means the form that California Settlement Subclass Members must complete, sign and submit in order to be eligible for the benefits described in Section IV(C)(2) below, which form shall be substantially in the form of Exhibit 1 hereto.

3. California Settlement Subclass - "California Settlement Subclass" means all Persons residing in the United States, its territories or Canada who at any time on or before the Preliminary Approval Date purchased a ticket through the Site or either Defendant to an event that subsequently became a Cancelled Event, a Postponed Event, and/or a Rescheduled Event and who resided in the State of California at the time they purchased a ticket through the Site or either Defendant to the Cancelled Event, Postponed Event, and/or Rescheduled Event, subject to the exclusions stated in Section III(B)(i)-(v) below.

4. California Settlement Subclass Member - "California Settlement Subclass Member" means a Person in the California Settlement Subclass who does not exclude himself, herself, or itself pursuant to Section VIII below.

5. Claim Deadline - “Claim Deadline” means the date ninety (90) Days after the Notice Date by which a member of the Settlement Class (including the California Settlement Subclass) eligible for the benefits described in Section IV(B)(1) shall complete, sign and submit a Cancelled Event Claim Form or by which a member of the California Settlement Subclass eligible for the benefits described in Section IV(C)(2) shall complete, sign and submit a California Postponed Or Rescheduled Event Claim Form.

6. Cancelled Event - “Cancelled Event” means an event that, at any time from March 23, 2017 through the Preliminary Approval Date, was cancelled and is no longer set to occur.

7. Cancelled Event Claim Form - “Cancelled Event Claim Form” means the form that Settlement Class Members must complete, sign and submit on or before the Claim Deadline to be eligible for the benefits described in Section IV(B)(1) below, which form shall be substantially in the form of Exhibit 2 hereto.

8. Cash Fund - “Cash Fund” means the cash portion of the common fund in the amount of up to four million one hundred thousand dollars (\$4,100,000) described in Section IV(A) below, which will be used to pay Attorneys’ Fees and Expenses, any Service Awards ordered by the Court, Settlement Fees and Expenses, and all cash payments to be paid to members of the Settlement Class under this Settlement Agreement, except for the relief outlined in Section IV(B)(2) and the relief outlined in Section IV(C)(2) to California Settlement Subclass Members, and less the Settlement Fees and Expenses incurred by Defendants prior to their funding of the Cash Fund pursuant to Section IV(A). The Cash Fund shall represent the maximum amount of Defendants’ monetary obligations under this Settlement, and in no event shall Defendants be required to pay or contribute toward the Settlement more than the amount of the Cash Fund, except

for the relief outlined in Section IV(C)(2) to California Settlement Subclass Members, which will be paid separately by Defendants.

9. Class Counsel - “Class Counsel” means Abbas Kazerounian, Esq. of Kazerouni Law Group, APC and Todd M. Friedman, Esq. of the Law Offices of Todd M. Friedman, P.C.

10. Class Notice - “Class Notice” means the Court-approved form of notice in substantially the same form as Exhibits 3, 4 and 7, which will notify the Settlement Class (including the California Settlement Subclass) of preliminary approval of the Settlement and the scheduling of the Final Approval Hearing, among other things.

11. Court - “Court” means the Eighteenth Judicial Circuit Court of DuPage County, Illinois.

12. Credit - “Credit” means a credit that can be applied toward the purchase of tickets to third-party events through the Site.

13. Days - “Days” means calendar days, except that, when computing any period of time prescribed or allowed by this Settlement Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. Further, when computing any period of time prescribed or allowed by this Settlement Agreement, the last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a federal or State of Illinois legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday or federal or State of Illinois legal holiday.

14. Defense Counsel - “Defense Counsel” means Latham & Watkins LLP on behalf of TFS and Barack Ferrazzano Kirschbaum & Nagelberg LLP on behalf of TOS.

15. Effective Date - “Effective Date” means the date defined in Section XIII(A) below.

16. Emailed Notice - “Emailed Notice” means the notice of the Settlement provided to the Settlement Class (including the California Settlement Subclass) by email, which shall be without material alteration from Exhibit 3.

17. Escrow Account - “Escrow Account” means the bank account established to hold the Cash Fund as described in Section V(A) below.

18. Final - “Final” shall have the meaning defined in Section XIII(B) below.

19. Final Approval Hearing - “Final Approval Hearing” means the hearing at which the Court will consider and finally decide whether to enter the Final Order and Judgment.

20. Final Order and Judgment - “Final Order and Judgment” means the Court order that permanently certifies the class and subclass described in Section III(A)-(B) below, approves this Settlement Agreement, approves payment of Attorneys’ Fees and Expenses and makes such other final rulings as are contemplated by this Settlement Agreement, as described in Section XI(A) below, except that any reduction to an award of Attorneys’ Fees and Expenses or to the Service Awards shall not constitute a material alteration.

21. Issuance Date - “Issuance Date” means the later of sixty (60) Days after the Effective Date or sixty (60) Days after all issues and disputes regarding the validity of a Cancelled Event Claim Form or California Postponed Or Rescheduled Event Claim Form and the amount, if any, to be paid on each claim have been resolved.

22. Litigation - As noted above, “Litigation” means Shankula, et al. v. TicketsOnSale.com, LLC, et al., Case No. 2022LA000282, which is pending before the Honorable Judge Angelo J. Krappas in the Eighteenth Judicial Circuit Court of DuPage County, Illinois.

23. Mailed Notice - “Mailed Notice” means the notice of the Settlement provided to the Settlement Class (including the California Settlement Subclass) by First-Class Mail, postage pre-paid, which shall be without material alteration from Exhibit 4.

24. Notice Program - “Notice Program” means the program for disseminating the Class Notice to the Settlement Class (including the California Settlement Subclass) in accordance with the terms set forth in Section VII below and as described further in Exhibit 5.

25. Notice Date - “Notice Date” means the date upon which Mailed Notice is mailed in accordance with the terms set forth in Section VII(D) below. If Mailed Notice occurs over a period of Days, the Notice Date shall be the later of the date on which the last set of Mailed Notices are mailed.

26. Objection Date - “Objection Date” means the date forty-five (45) Days after the Notice Date by which Settlement Class Members (including California Settlement Subclass Members) must submit any objection to the Settlement Agreement’s terms or provisions and any required statements, proof or other materials and/or argument.

27. Opt Out - “Opt Out” means a member of the Settlement Class (including the California Settlement Subclass) who properly and timely submits a Request for Exclusion from the Settlement Class as set forth in Section VIII below.

28. Opt-Out Deadline - “Opt-Out Deadline” means the date forty-five (45) Days after the Notice Date by which any member of the Settlement Class (including the California Settlement Subclass) who does not wish to be included in the Settlement Class (including the California Settlement Subclass) and participate in the Settlement must complete the acts necessary to properly effect such election to opt out.

29. Opt-Out List - “Opt-Out List” means a written list prepared by the Settlement Administrator of the names of all members of the Settlement Class (including the California Settlement Subclass) who submit timely, valid Requests for Exclusion.

30. Parties - “Parties” means Plaintiffs and Settlement Class Members (including California Settlement Subclass Members) together with Defendants. Plaintiffs and Settlement Class Members (including California Settlement Subclass Members) shall be referred to as one Party, with Defendants being referred to as the other Party.

31. Person - “Person” means an individual, corporation, partnership, limited partnership, limited liability company, association, member, joint stock company, estate, legal representative, trust, unincorporated association, any business or legal entity, and such individual’s or entity’s spouse, heirs, predecessors, successors, agents, representatives, assignees, and counsel.

32. Plaintiffs - “Plaintiffs” means John Shankula, Jason Ingman and Courtney Hanscom.

33. Postponed Event - “Postponed Event” means an event that, at any time from March 23, 2017 through the Preliminary Approval Date, was delayed from occurring on its originally scheduled date, has not been cancelled from occurring as of the Preliminary Approval Date, has not yet occurred and has not been rescheduled to occur on a date certain.

34. Preliminary Approval Date - “Preliminary Approval Date” means the date on which the Preliminary Approval Order is entered by the Court and received by counsel for the Parties.

35. Preliminary Approval Order - “Preliminary Approval Order” means the order of the Court preliminarily approving this Settlement Agreement and conditionally certifying a provisional Settlement Class, in substantially the same form as Exhibit 6.

36. Published Notice - “Published Notice” means the notice published on the Settlement Website, which shall be without material alteration from Exhibit 7.

37. Purchase Price - “Purchase Price” means the price of the ticket (inclusive of base price, fees, and delivery charges but exclusive of any insurance charges) less any amounts paid with gift cards, store credit, or loyalty credit.

38. Release - “Release” means the release and discharge, as of the Effective Date, by the Releasing Parties of the Released Parties of and from all Released Claims.

39. Released Claims - “Released Claims” means any and all claims, actions, causes of action, rights, demands, disputes, suits, debts, liens, contracts, warranties, agreements, offsets or liabilities, including but not limited to tort claims, equitable claims, claims for breach of contract, breach of warranty, breach of the duty of good faith and fair dealing, breach of statutory duties, actual or constructive fraud, misrepresentation, omission, fraudulent inducement, statutory or consumer misrepresentation, omission or fraud, unfair business or trade practices, any right to recovery or relief in, through or as a result of a parens patriae action, a private-attorney-general action or other governmental action or investigation, restitution, rescission, compensatory and punitive damages, statutory damages, injunctive or declaratory relief, public injunction, any right to relief pursuant to a public injunction, attorneys’ fees, interests, costs, penalties and any other claims, whether known or unknown, alleged or not alleged in the Litigation, suspected or unsuspected, contingent or matured, direct or indirect, under federal, state, provincial or local law, rules or regulations, that the Releasing Parties, now have or may in the future have with respect to any conduct, acts, omissions, facts, matters, transactions or oral or written statements or occurrences on or prior to the Preliminary Approval Date arising from or relating to the purchase of a ticket through the Site or either Defendant to an event that subsequently became a Cancelled

Event, Postponed Event and/or Rescheduled Event, including, without limitation, causes of action for breach of contract, breach of implied contract, violations of state consumer protection statutes, violations of ticket seller or reseller statutes, violations of the California Business and Professions Code, any claim under the California Unfair Competition Law or right to relief thereunder, any claim under the California Consumer Legal Remedies Act or right to relief thereunder, any claim under any California false-advertising law or right to relief thereunder, violations of gift-card or credit statutes, conversion, unjust enrichment, negligent misrepresentation, fraud, breach of express or implied warranty and similar claims under the consumer protection and/or deceptive trade practices acts, common law and statutory law of all states and territories of the United States, all provinces and territories of Canada and the District of Columbia, including but not limited to any and all consumer protection statutes, rules or regulations. Expressly excluded from the Release are any bodily injury claims or other claims unrelated to the purchase of a ticket that subsequently became a Cancelled Event, a Postponed Event, and/or a Rescheduled Event.

40. Released Parties - “Released Parties” means TOS and TFS and their affiliates and each of their respective past, present and future predecessors, successors, assigns, parents, subsidiaries, affiliates, joint venturers, partnerships, limited liability companies, corporations, unincorporated entities, divisions, groups, directors, officers, shareholders, members, grand-members, employees, partners, agents, insurers, co-insurers, attorneys, legal representatives, other agents and all other Persons, entities or individuals acting for or on their behalf.

41. Releasing Parties - “Releasing Parties” means Plaintiffs (on behalf of themselves and all Settlement Class Members and California Settlement Subclass Members), each of the Settlement Class Members and California Settlement Subclass Members and the respective

predecessors, successors, assigns, subrogees, officers, directors, employees, agents, counsel, parents, subsidiaries, administrators, insurers, co-insurers, reinsurers, insurance brokers, credit card companies of each of the Plaintiffs and Settlement Class Members and California Settlement Subclass Members as well as all other legal or natural persons who may claim by, through or under Plaintiffs or the Settlement Class Members and California Settlement Subclass Members and who have not excluded themselves from the Settlement Class.

42. Rescheduled Event - “Rescheduled Event” means an event that, at any time from March 23, 2017 through the Preliminary Approval Date, was delayed from occurring on its originally scheduled date, has not been cancelled from occurring as of the Preliminary Approval Date, has not yet occurred and has been rescheduled to occur on a date certain after the Preliminary Approval Date.

43. Request for Exclusion - “Request for Exclusion” means any request by any member of the Settlement Class (including the California Settlement Subclass) for exclusion from the Settlement Class (including the California Settlement Subclass) in compliance with Section VIII below.

44. Service Awards - “Service Awards” means compensation for Plaintiffs, as defined in Section X(B) below, for the time and effort undertaken in the Litigation, which shall be subject to Court approval.

45. Settlement - “Settlement” means the agreement by Plaintiffs and Defendants to resolve the Litigation, the terms of which have been memorialized in this Settlement Agreement.

46. Settlement Administrator - “Settlement Administrator” means the third-party agent or administrator agreed to by the Parties and appointed by the Court to implement the

notice and other requirements of this Settlement Agreement. The Parties agree that Angeion Group shall serve as the Settlement Administrator, subject to approval by the Court.

47. Settlement Agreement - “Settlement Agreement” means this settlement agreement, including any amendment hereto pursuant to Section XV(E) below, and all the exhibits attached hereto.

48. Settlement Class - “Settlement Class” means all Persons residing in the United States, its territories or Canada who at any time on or before the Preliminary Approval Date purchased a ticket through the Site or either Defendant to an event that subsequently became a Cancelled Event, a Postponed Event and/or a Rescheduled Event, subject to the exclusions stated in Section III(A)(i)-(v) below.

49. Settlement Class Members - “Settlement Class Members” means all Persons in the Settlement Class who do not exclude themselves pursuant to Section VIII below.

50. Settlement Fees and Expenses - “Settlement Fees and Expenses” means the authorized costs and expenses incurred by the Settlement Administrator in providing Class Notice and implementing the Notice Program in accordance with this Settlement Agreement and the anticipated Preliminary Approval Order and all authorized costs and expenses incurred by the Settlement Administrator in administering the Settlement Agreement, including but not limited to costs and expenses associated with assisting the Settlement Class (including the California Settlement Subclass), processing claims, escrowing funds, issuing and/or mailing awards, paying taxes and tax expenses and other authorized fees and expenses of the Settlement Administrator. All Settlement Fees and Expenses shall be paid exclusively out of the Cash Fund, except for costs associated with the implementation of the relief set forth in Section IV(B)(2) and the relief for the California Settlement Subclass set forth in Section IV(C).

51. Settlement Website - “Settlement Website” means www.ticketmarketplacesettlement.com, which will be a dedicated website created and maintained by the Settlement Administrator and will contain relevant documents and information about the Settlement including this Settlement Agreement, the Published Notice and other documents that Class Counsel and Defense Counsel agree upon.

52. Site - “Site” means either www.TicketsOnSale.com or www.OnlineCityTickets.com, the ticket re-sale marketplaces.

53. Terms of Use - “Terms of Use” means the terms of use that govern purchases on www.TicketsOnSale.com.

54. TFS - “TFS” means Ticket Fulfillment Services, LP.

55. TOS - “TOS” means TicketsOnSale.com LLC.

56. The plural of any defined term includes the singular, and the singular of any defined term includes the plural, as the case may be.

III. PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS

A. The Parties stipulate to certification, for settlement purposes only, of the Settlement Class defined as follows:

All Persons residing in the United States, its territories, or Canada who at any time on or before the Preliminary Approval Date purchased a ticket through the Site or either Defendant to an event that subsequently became a Cancelled Event, a Postponed Event, and/or a Rescheduled Event.

Specifically excluded are the following Persons:

(i) TOS and its subsidiaries and affiliates, employees, officers, directors, agents and representatives;

(ii) TFS and its subsidiaries and affiliates, employees, officers, directors, agents and representatives;

(iii) Class Counsel;

- (iv) The judges who have presided over the Litigation; and
- (v) All Persons who have timely elected to become Opt Outs from the Settlement Class in accordance with the Court's orders.

B. The Parties further stipulate to certification, for settlement purposes only, of the California Settlement Subclass as follows:

All Persons residing in the United States, its territories or Canada who at any time on or before the Preliminary Approval Date purchased a ticket through the Site or either Defendant to an event that subsequently became a Cancelled Event, a Postponed Event and/or a Rescheduled Event and who resided in the State of California at the time they purchased a ticket to the Cancelled Event, Postponed Event and/or Rescheduled Event.

Specifically excluded are the following Persons:

- (i) TOS and its subsidiaries and affiliates, employees, officers, directors, agents and representatives;
- (ii) TFS and its subsidiaries and affiliates, employees, officers, directors, agents and representatives;
- (iii) Class Counsel;
- (iv) The judges who have presided over the Litigation; and
- (v) All Persons who have timely elected to become Opt Outs from the Settlement Class in accordance with the Court's orders.

C. After execution of this Settlement Agreement, Plaintiffs and Class Counsel shall promptly move the Court for entry of a Preliminary Approval Order in substantially the same form as Exhibit 6, which by its terms shall:

1. Preliminarily approve the terms of the Settlement Agreement;
2. Certify the Settlement Class for purposes of this Settlement Agreement only;
3. Certify the California Settlement Subclass for purposes of this Settlement Agreement only;

4. Find that the proposed Settlement is sufficiently fair, reasonable, in the best interest of the class and adequate to warrant providing notice to the Settlement Class and California Settlement Subclass;

5. Approve the contents of the Class Notice and the Notice Program;

6. Find that the Notice Program necessarily protects the interests of the Settlement Class, the California Settlement Subclass and the Parties, satisfies the requirements of due process under the Illinois and United States Constitutions and meets all applicable requirements of applicable law;

7. Require each member of the Settlement Class (including the California Settlement Subclass) who wishes to exclude himself or herself from the Settlement Class (including the California Settlement Subclass) to submit an appropriate, timely Request for Exclusion in accordance with the procedure outlined in Section VIII below;

8. Preliminarily enjoin all members of the Settlement Class (including the California Settlement Subclass) unless and until they have timely excluded themselves from the Settlement Class (including the California Settlement Subclass) from (a) filing, commencing, prosecuting, intervening in or participating as plaintiff, claimant, participant or class member in any other lawsuit or administrative, regulatory, arbitration or other proceeding in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims; (b) filing, commencing, participating in or prosecuting a lawsuit or administrative, regulatory, arbitration or other proceeding as a class action on behalf of any member of the Settlement Class (including the California Settlement Subclass) who has not timely excluded himself or herself (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on,

relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims; and (c) attempting to effect opt outs of a class of individuals in the Litigation or any other lawsuit or administrative, regulatory, arbitration or other proceeding based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims. This Settlement Agreement is not intended to prevent Settlement Class Members (including California Settlement Subclass Members) from assisting a state, provincial, or federal agency in any action or investigation initiated by such agency;

9. Order that any member of the Settlement Class (including the California Settlement Subclass) who does not submit a timely, written Request for Exclusion from the Settlement Class (including the California Settlement Subclass) (i.e., becomes an Opt Out) will be bound by all proceedings, orders and judgments in the Litigation, even if such Settlement Class Member has previously initiated or subsequently initiates individual litigation or other proceedings encompassed by the Release;

10. Require each Settlement Class Member (including each California Settlement Subclass Member) who is not an Opt Out and who wishes to object to the fairness, reasonableness or adequacy of this Settlement Agreement or any part of the Settlement to file with the Court and serve on Class Counsel and Defense Counsel a statement of the objection in accordance with the procedures outlined in Section IX below no later than forty-five (45) Days after the Notice Date or as the Court otherwise may direct;

11. Require any response to an objection be filed with the Court no later than fourteen (14) Days prior to the Final Approval Hearing;

12. Specify that any Settlement Class Member (including any California Settlement Subclass Member) who does not file a timely, written objection to the Settlement or who fails to otherwise comply with the requirements of Section IX below shall be foreclosed from seeking any adjudication or review of this Settlement by appeal or otherwise;

13. Require that any attorney hired by a Settlement Class Member (including a California Settlement Subclass Member) for the purpose of objecting to this Settlement Agreement or to any portion of the Settlement will be at the Settlement Class Member's expense;

14. Require that any attorney hired by a Settlement Class Member (including a California Settlement Subclass Member) for the purpose of objecting to the Settlement and who intends to make an appearance at the Final Approval Hearing to provide to Class Counsel and Defense Counsel and to file with the Clerk of the Court a notice of intention to appear no later than forty-five (45) Days after the Notice Date or as the Court may otherwise direct;

15. Direct that Class Counsel shall file their applications for Attorneys' Fees and Expenses and Plaintiffs' Service Awards in accordance with the terms set forth in Section X;

16. Direct that Class Counsel shall file their papers in support of final approval of the Settlement no later than sixty (60) Days after the Notice Date. If any reply papers are necessary, they shall be filed no later than fourteen (14) Days prior to the Final Approval Hearing.

17. Schedule a Final Approval Hearing to review comments regarding the proposed Settlement and to consider the fairness, reasonableness and adequacy of the proposed Settlement and the application for an award of Attorneys' Fees and Expenses, and to consider whether the Court should issue a Final Order and Judgment approving the Settlement, granting Class Counsel's application for Attorneys' Fees and Expenses, granting the Service Awards application by Plaintiffs and dismissing the claims against Defendants with prejudice; and

18. Contain any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of this Settlement Agreement and the proposed settlement.

IV. SETTLEMENT COMPENSATION AND BENEFITS

A. **Cash Fund.** In consideration of the Release and the dismissal of the Litigation with prejudice and subject to the limits specified herein, Defendants agree that, within thirty (30) Days of the Effective Date, they will cause an amount sufficient to cover the Attorneys' Fees and Expenses and Service Awards to be paid into the Cash Fund. Defendants further agree that within thirty (30) Days of the Effective Date or thirty (30) Days after all issues and disputes regarding the validity of a Cancelled Event Claim Form or California Postponed Or Rescheduled Event Claim Form and the amount, if any, to be paid on each claim have been resolved, whichever is later, they will cause an amount sufficient to cover all award payments made pursuant to Section IV(B)(1) as well as Settlement Fees and Expenses to be paid into the Cash Fund. Defendants shall have no obligation to pay any amounts in the Cash Fund beyond the foregoing obligations, and the total amount paid into the Cash Fund by Defendants shall, in no event, exceed four million one hundred thousand dollars (\$4,100,000). Except for costs associated with the implementation of the relief set forth in Section IV(B)(2) and the relief for the California Settlement Subclass set forth in Section IV(C), Defendants' maximum monetary obligation under this Settlement Agreement is four million one hundred thousand dollars (\$4,100,000), and no further monetary obligation shall be imposed on Defendants or otherwise required. Any interest that accrues on the Cash Fund in the settlement account will be added to the Cash Fund. Any amounts remaining in the Cash Fund following disbursement of all award payments made pursuant to Section IV(B)(1), Settlement Fees and Expenses, Attorneys' Fees

and Expenses and Service Awards shall revert in full to Defendants pursuant to the terms of Section IV(E).

B. Compensation And Benefits To Settlement Class Members. Settlement Class Members (including California Settlement Subclass Members) are entitled to the following compensation and/or benefits and/or affirmative relief:

1. Cancelled Events. Settlement Class Members (including California Settlement Subclass Members) who purchased a ticket to a Cancelled Event and held that ticket at the time the event became a Cancelled Event may submit a claim for a cash payment equal to the Purchase Price of the ticket to the Cancelled Event, less any sums already paid to the Settlement Class Member or any sums spent in Credit by the Settlement Class Member. All such payments shall be paid exclusively from the Cash Fund. A Settlement Class Member (including a California Settlement Subclass Member) who claims a cash payment pursuant to this Section IV(B)(1) shall relinquish and no longer be entitled to any Credit from Defendants toward the purchase of tickets to events through the Site, subject to the limitations provided in Section IV(D) below. In order to be eligible to receive the benefits of this Section IV(B)(1), a member of the Settlement Class (including a California Settlement Subclass Member) must submit or postmark a completed and signed Cancelled Event Claim Form by the Claim Deadline.

2. Postponed Events And Rescheduled Events. Defendants agree to the entry of an order requiring as follows: Settlement Class Members (including California Settlement Subclass Members) who purchased and hold a ticket to a Postponed Event or a Rescheduled Event shall automatically be entitled to a Credit equal to 120% of the total of the Purchase Price of the ticket to the Postponed Event or Rescheduled Event less any sums already paid to the Settlement Class Member or any sums spent in Credit by the Settlement Class Member, in the event that the

Postponed Event or Rescheduled Event becomes cancelled and the Settlement Class Member still holds the ticket to the Postponed Event or Rescheduled Event at the time it is cancelled. By way of example only, if the Purchase Price of a ticket to a Postponed Event is \$100, and the Settlement Class Member has already been paid \$50, in the event the Postponed Event becomes cancelled and the Settlement Class Member still holds the ticket, the Settlement Class Member shall automatically be entitled to a Credit equal to \$60 (1.20 x (\$100 – \$50)). The Credit may be used toward the purchase of tickets to events through the Site. In lieu of the foregoing Credit option, however, Settlement Class Members (including California Settlement Subclass Members) who purchased and hold a ticket to a Postponed Event or a Rescheduled Event may instead request from Defendants within twenty-one (21) Days of receipt of a notice that the Postponed Event or Rescheduled Event has been cancelled a cash payment equal to the Purchase Price of the ticket to the Postponed Event or Cancelled Event, less any sums already paid to the Settlement Class Member or any sums spent in Credit by the Settlement Class Member.

3. Extension Of Credits. The expiration date for all active, non-expired Credits currently held by Settlement Class Members (including California Settlement Subclass Members) and not otherwise relinquished under this Settlement Agreement shall be extended, such that those Credits shall be valid for use toward the purchase of tickets through the Site through December 31, 2022. All Credits provided to Settlement Class Members (including California Settlement Subclass Members) pursuant to Section IV(B)(2) shall also be valid for use toward the purchase of tickets through the Site through December 31, 2022.

C. Compensation And Benefits To California Settlement Class Members. In addition to the relief set forth in Section IV(B), California Settlement Subclass Members are entitled to the following compensation and/or benefits:

1. Modifications To The Terms Of Use. Defendants agree to the entry of an

order requiring the following modifications to the Terms of Use:

Modification 1:

Original Language: “If an event is canceled, We will refund the purchase price (including delivery charges, less possible restocking fees), or will issue a credit for use on a future purchase, as determined in our sole discretion (unless otherwise required by applicable law).”

Modified Language: “If an event is canceled with no rescheduled date, you will receive a full refund of the purchase price (including delivery charges, less possible restocking fees), or a credit for use on a future purchase, as determined at our sole discretion (this may vary by jurisdiction, including California (see California Business and Professions Code section 22507, under which We will facilitate a request for a refund from the ticket seller)).”

Modification 2:

Original Language: “If an event is postponed or rescheduled, your order will not qualify for a refund and your tickets will be valid for the rescheduled date.”

Modified Language: “If an event is postponed or rescheduled, and the original tickets are valid for entry at the time of the rescheduled event, your order will not qualify for a refund or other compensation from Us except in jurisdictions where it is required by law, including California (see California Business and Professions Code section 22507, under which We will facilitate the request for a refund from the ticket seller).”

Modification 3:

Original Language: “Postponed or rescheduled events will not be compensated.”

Modified Language “Postponed or rescheduled events will not be refunded or otherwise compensated by Us except in jurisdictions where it is required by law, including California (see California Business and Professions Code section 22507, under which We will facilitate the request for a refund from the ticket seller).”

Modification 4:

Original Language: “If an event is canceled, We will refund the purchase price (including delivery charges, less possible restocking fees), or will issue a credit for use on a future purchase, as determined in our sole discretion (unless otherwise required by applicable law). To qualify for compensation, you must return your tickets as soon as possible, but within ten (10) business days after you receive notice offering you compensation. No compensation will be given without the original tickets, unless otherwise determined by Us in our sole discretion.”

Modified Language: “For canceled events, We will refund the purchase price (including delivery charges, less possible restocking fees), or will issue a credit for use on a future purchase, as determined in our sole discretion (this may vary by jurisdiction, including California (see California Business and Professions Code section 22507, under which We will facilitate a request for a refund from the ticket seller)). To qualify for compensation, the buyer must return the tickets to Us within 2 weeks of notice from Us that the event is deemed canceled. No refunds or other compensation will be given without the original tickets, unless otherwise determined by Us, in our sole discretion. We will determine when an event is canceled based upon the best information available.”

2. Postponed And Rescheduled Events. In addition to the relief outlined in Section IV(B)(2), California Settlement Subclass Members who hold any ticket(s) to any yet-to-occur Postponed Event(s) or Rescheduled Event(s) will have the option to: (i) retain their ticket(s) to the Postponed Event(s) or Rescheduled Event(s); or (ii) request a cash payment equal to the Purchase Price of the ticket(s) to the Purchase Price of the ticket(s) to the yet-to-occur Postponed Event(s) or Rescheduled Event(s) that the California Settlement Subclass Member purchased while residing in California, less any sums already paid to the California Settlement Subclass Member or any sums spent in Credit by the California Settlement Subclass Member. In order to be eligible to receive this cash payment, however, the California Settlement Subclass Member must (i) return the valid ticket(s) to the yet-to-occur Postponed Event or Rescheduled Event to Defendants prior to the Claim Deadline, and (ii) submit to the Settlement Administrator a completed and signed

California Postponed Or Rescheduled Event Claim Form prior to the Claim Deadline. The Settlement Administrator shall forward such California Postponed Or Rescheduled Event Claim Forms to Defendants for verification. In order to return the valid ticket(s) to the yet-to-occur Postponed Event or Rescheduled Event to Defendants, (i) the California Settlement Subclass Members who hold an e-ticket(s) must email the e-ticket(s) to claims@ticketsonsale.com; (ii) California Settlement Subclass Members who hold a physical ticket(s) must relinquish ownership of the ticket(s) by mailing the ticket(s) to Retail Holdings, 225 W. Randolph Street, Floor 30, Chicago, IL 60606; (iii) California Settlement Subclass Members who hold any transfer ticket(s) that is/are housed in a third-party app (e.g., Ticketmaster app) must relinquish ownership of the ticket(s) by transferring ownership of the ticket(s) to claims@ticketsonsale.com through the third-party app. A California Settlement Subclass Member who properly and timely submits a California Postponed Or Rescheduled Event Claim Form shall relinquish and no longer be entitled to any Credit from Defendants toward the purchase of tickets to events through the Site or to any other relief under the Settlement Agreement related to the tickets at issue.

D. Deadline To Submit Claims Pursuant To Section IV(B)(1) And Section IV(C)(2); Payment Of Claims Pursuant To Section IV(B)(1) And Section IV(C)(2). The deadline to submit a claim pursuant to Section IV(B)(1) shall be the Claim Deadline. The deadline to submit a claim pursuant to Section IV(C)(2) shall be the Claim Deadline. The Settlement Administrator shall not review or pay any claims for monetary compensation submitted by a member of the Settlement Class (including the California Settlement Subclass) after the Claim Deadline. The Settlement Administrator will pay all approved claims as soon as reasonably practicable following the Effective Date. Prior to paying any approved claim, however, the Settlement Administrator shall inform Defendants of the approved payment amount

so that Defendants can provide the Settlement Administrator any updated information on amounts paid to or spent in Credit by the Settlement Class Member (including a California Settlement Subclass Member), so that Defendants can adjust or update the account of the Settlement Class Member (including a California Settlement Subclass Member) to accurately reflect the amount of Credit to which the Settlement Class Member (including a California Settlement Subclass Member) shall be entitled and, as applicable, the Defendants can verify that the California Settlement Subclass Member has relinquished ownership to the ticket(s) to the Postponed Event or Rescheduled Event. Defendants reserve the right to place a hold on the account, to reduce the amount of Credit previously on the account and/or to invalidate and reissue (in whole or in part) any Credit previously on the account to ensure the Settlement Class Member (including a California Settlement Subclass Member) receives the amount of Credit to which the Settlement Class Member (including a California Settlement Subclass Member) is entitled under this Settlement and does not receive more than the amount to which the Settlement Class Member (including a California Settlement Subclass Member) is entitled.

E. Allocation Of Cash Fund In The Event Of Oversubscription Or Undersubscription. If the Cash Fund is oversubscribed (i.e., more claims for compensation are approved than dollars available in the Cash Fund), then claims will be reduced pro rata, meaning that each cash award will be reduced by an equal percentage until the Cash Fund is no longer oversubscribed. In the event of pro rata reductions, Settlement Class Members will forfeit that portion of any existing Credit that they currently hold and have not yet redeemed that is equal to (i) the Credit issued prior to any redemption of that Credit divided by the Purchase Price multiplied by (ii) the cash payment being issued. By way of example only, if a Settlement Class Member originally paid a Purchase Price of \$100, originally received in 2020 a Credit valued at

\$100 (i.e., 100%) and receives \$80 in cash from the Cash Fund, then the Settlement Class Member will receive a Credit valued at \$20 in addition to \$80 in cash and will forfeit Credits valued at \$80 ($(\$100/\$100) \times \80). If a Settlement Class Member originally paid a Purchase Price of \$100, originally received in 2020 a Credit valued at \$120 (i.e., 120%) and receives \$80 in cash from the Cash Fund, then the Settlement Class Member will receive a Credit equal to \$24 in addition to \$80 in cash and will forfeit Credits valued at \$96 ($(\$120/\$100) \times \80). If the Cash Fund is undersubscribed (i.e., fewer claims for compensation are approved than dollars available in the Cash Fund), any amounts remaining in the Cash Fund will revert in full to Defendants.

V. ADMINISTRATION OF THE SETTLEMENT

A. Establishment And Administration Of The Cash Fund As A Qualified Settlement Fund. The Cash Fund shall be established as a Qualified Settlement Fund (“QSF”) within the meaning of Treasury Regulation Section 1.468B-1, pursuant to the subject matter jurisdiction of the Court under Treasury Regulation Section 1.468B-1(c)(1) and an order to be entered by the Court establishing a QSF within the meaning of Treasury Regulation Section 1.468B-1. After the Cash Fund has been paid into the Escrow Account, the Parties and the Settlement Administrator agree to treat the Cash Fund as a QSF within the meaning of Treasury Regulation Section 1.468B-1.

B. Cash Fund, Distributions And Expenses. No portion of the Cash Fund shall be made available to the Settlement Class (including the California Settlement Subclass) except as specifically set forth in this Settlement Agreement. Until such time as the Cash Fund is distributed, the Settlement Class (including the California Settlement Subclass) shall not possess any rights to demand or receive any portion of the monies or the escrowed monies or to mortgage, pledge or encumber the same in any manner. To the extent possible, the terms of the Settlement

Agreement shall be construed so as to prevent Plaintiffs from being in constructive receipt, as determined under federal income tax principles, of the Cash Fund. All expenses incurred in administering the Cash Fund, including without limitation, the fees and expenses of the Settlement Administrator and all Settlement Fees and Expenses, shall be paid from the Cash Fund. If this Settlement Agreement does not for any reason become Final or effective or is otherwise rescinded, withdrawn or abrogated before the Effective Date of the Settlement, then any and all amounts that have been paid by Defendants into the Escrow Account shall be returned to Defendants, excluding reasonable notice and administration expenses already incurred by the Settlement Administrator before the Effective Date.

C. Administrator Of The Cash Fund. For the purposes of Section 468B of the Internal Revenue Code of 1986, as amended, and Treasury Regulation Section 1.468B as promulgated thereunder, the “administrator” shall be the Settlement Administrator or its successors. The Settlement Administrator shall have the authority to conduct any and all activities necessary to administer the Cash Fund. The Settlement Administrator shall submit personally to the jurisdiction of the Court. The Settlement Administrator shall be indemnified and held harmless by Plaintiffs and the Settlement Class (including the California Settlement Subclass) from any claims made by any alleged lien holder or other Person or entity that attempts to assert a right of payment, reimbursement or garnishment against the Cash Fund.

D. QSF-Related Duties Of The Settlement Administrator. The Settlement Administrator shall timely and properly file, or cause to be filed, all federal, state or local tax returns and information returns (together, “Tax Returns”) necessary or advisable with respect to the earnings on the funds deposited in the Cash Fund (including without limitation the returns described in Treasury Regulation Section 1.468B-2(k)). Such Tax Returns shall be consistent

with this subsection and in all events shall reflect that all taxes (including any estimated taxes, earnings or penalties) on the income earned on the funds deposited in the Cash Fund shall be paid out of such funds as provided herein. In all events, Defendants and Defense Counsel shall have no liability or responsibility whatsoever for the taxes or the filing of any Tax Return or other document with the Internal Revenue Service or any other state or local taxing authority. Defendants and Defense Counsel shall have no liability or responsibility for the taxes of the Cash Fund with respect to the Cash Fund Amount nor the filing of any Tax Returns or other documents with the Internal Revenue Service or any other taxing authority, nor any expenses associated therewith (beyond those expenses being paid from the Cash Fund as provided herein). In the event any taxes are owed by Defendants or Defense Counsel on any earnings on the funds on deposit in the Cash Fund, such amounts shall also be paid out of the Cash Fund. Taxes with respect to the Cash Fund shall be treated as, and considered to be, a cost of administration of the Settlement and shall be timely paid, or caused to be paid, by the Settlement Administrator out of the Cash Fund without prior order from the Court or approval by Defendants. The Settlement Administrator shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to the Settlement Class (including the California Settlement Subclass) any funds necessary to pay such amounts (as well as any amounts that may be required to be withheld under Treasury Regulation Section 1.468B-2(1)(2)). The Parties agree to cooperate with each other, and their tax attorneys and accountants to the extent reasonably necessary, to carry out these provisions. The Settlement Administrator shall obtain a Federal Taxpayer Identification Number for the Cash Fund upon the execution of an order by the Court establishing the Cash Fund. The Settlement Administrator is authorized, upon final distribution of all monies paid into the Cash Fund, to take appropriate steps to wind down the Cash Fund and thereafter the

Settlement Administrator is discharged from any further responsibility with respect to the Cash Fund.

VI. DUTIES OF THE SETTLEMENT ADMINISTRATOR

A. Promptly after the Preliminary Approval Date, the Parties will direct the Settlement Administrator to issue Class Notice and administer the Notice Program, receive and appropriately respond to all claims submitted by a member of the Settlement Class (including the California Settlement Subclass) and to otherwise administer the Settlement Agreement.

B. The Settlement Administrator will (1) assign personnel to manage the settlement implementation process, including the Notice Program, (2) establish a toll-free telephone number that members of the Settlement Class (including the California Settlement Subclass) may call to obtain information, (3) establish a mailing address to which members of the Settlement Class (including the California Settlement Subclass) can send claims as well as a process for submitting claims electronically and (4) create a Settlement Website containing information about the Settlement, including the Published Notice, Cancelled Event Claim Form and California Postponed Or Rescheduled Event Claim Form for download or electronic submission.

C. The Settlement Administrator shall receive, evaluate and either approve or disapprove Cancelled Event Claim Forms and California Postponed Or Rescheduled Event Claim Forms under the requirements of the Settlement. The Settlement Administrator shall send a notice of claim denial by First-Class Mail to each Settlement Class Member (including each California Settlement Subclass Member) who submitted a Cancelled Event Claim Form or California Postponed Or Rescheduled Event Claim Form that the Settlement Administrator determines not to be a valid claim.

D. The decision of the Settlement Administrator regarding whether a Cancelled Event Claim Form or California Postponed Or Rescheduled Event Claim Form is valid is final and

binding on the Parties and members of the Settlement Class (including the California Settlement Subclass), except that Defendants shall have the right to (i) provide the Settlement Administrator any updated information on amounts paid to or spent in Credit by the Settlement Class Member (including a California Settlement Subclass Member) prior to the payment of any claims, (ii) audit the amounts of Credits or cash payments to which the Settlement Administrator determines Settlement Class Members (including California Settlement Subclass Members) are entitled and (iii) audit whether California Settlement Subclass Members who seek payments pursuant to the relief outlined in Section IV(C)(2) have relinquished ownership to the ticket(s) to the Postponed Event or Rescheduled Event as required under Section IV(C)(2). The Parties and/or Settlement Class Members (including California Settlement Subclass Members) also retain the right to appeal any such determination by the Settlement Administrator. In such event, the Parties agree to negotiate in good faith a resolution of any dispute regarding a decision by the Settlement Administrator, and only if the dispute cannot be resolved informally by the Parties, shall the dispute be presented to and resolved by the Court.

E. All costs and expenses related to the administration of this Settlement, including whenever paid by Defendants or the Settlement Administrator, except for relief provided pursuant to Section IV(B)(2) or Section IV(C), will be deducted from the Cash Fund.

F. By the Issuance Date, the Settlement Administrator will mail to members of the Settlement Class (including the California Settlement Subclass) who have submitted an approved Cancelled Event Claim Form or an approved California Postponed Or Rescheduled Event Claim Form award checks pursuant to and subject to the terms of Section IV(B)(1) or Section IV(C)(2) (as the case may be). The award checks shall be valid for a period of one hundred eighty (180) Days from the Issuance Date, and shall state, in words or substance, that the award check must

be cashed within one hundred eighty (180) Days, after which time it will become void. In the event an award check is lost or becomes void, the Settlement Class Member shall have until one hundred eighty (180) Days after the Issuance Date to request reissuance. No later than three hundred sixty (360) Days from the Issuance Date, the Settlement Administrator shall take all steps necessary to stop payment on any award checks that remain uncashed and in such a scenario. Any member of the Settlement Class (including the California Settlement Subclass) who has had a stop payment placed on their check will forfeit the right to payment and will not be entitled to have the award check reissued or to any further distribution from the Cash Fund or other payment or to any further recourse against the Released Parties, and the Settlement Agreement and Release will in all other respects be fully enforceable against the Settlement Class Member (including California Settlement Subclass Member). If there is any balance remaining in the Cash Fund thirty (30) Days after the Settlement Administrator completes the process for stopping payment on any award checks that remain uncashed, the balance will revert back to Defendants.

VII. NOTIFICATION TO CLASS MEMBERS

A. The Parties agree that the following Notice Program provides reasonable notice to the Settlement Class (including the California Settlement Subclass).

B. All costs associated with providing Class Notice to the Settlement Class (including the California Settlement Subclass) shall be paid exclusively by the Settlement Administrator from the Cash Fund. Prior to the funding of the Cash Fund, Defendants will make payments necessary to cover the costs of the Notice Program. Such pre-payments will be deducted from the amount ultimately contributed to the Cash Fund.

C. As soon as practicable after the Preliminary Approval Order, the Settlement Administrator will obtain the name and address and/or email address of each potential member of the Settlement Class (including the California Settlement Subclass) from Defendants.

D. Within sixty (60) Days of the entry of the Preliminary Approval Order, the Settlement Administrator will mail the Court-approved Mailed Notice (Exhibit 4) to potential Settlement Class Members (including California Settlement Subclass Members), at each Settlement Class Member's last known address as provided to Defendants upon purchase of a ticket through the Site or, at an alternative, readily-ascertainable address by First-Class Mail, postage prepaid.

E. Within sixty (60) Days of the entry of the Preliminary Approval Order, the Settlement Administrator will email the Court-approved Emailed Notice (Exhibit 3) to all potential Settlement Class Members (including California Settlement Subclass Members) at the email address that they provided to Defendants upon purchase of a ticket through the Site.

F. The Settlement Administrator will perform a national change of address search and forward notices that are returned by the United States Postal Service with a forwarding address. Following receipt of any returned notices that do not include a forwarding address, the Settlement Administrator shall as soon as practicable (itself or through an appropriate vendor) research such returned mail for more accurate addresses and promptly mail copies of the Mailed Notice to any more accurate addresses so found.

G. Within thirty (30) Days of the entry of the Preliminary Approval Order, the Settlement Administrator will cause the Settlement Website located at www.ticketmarketplacesettlement.com to be updated to provide information and relevant documents related to this Settlement, including but not limited to, the following: applicable

deadlines; Published Notice; Mailed Notice; Emailed Notice; orders of the Court pertaining to the Settlement; this Settlement Agreement; and contact addresses for questions. The Settlement Website shall be rendered inactive sixty (60) Days after the Effective Date or sixty (60) Days after all issues and disputes regarding the validity of a Cancelled Event Claim Form or California Postponed Or Rescheduled Event Claim Form and the amount, if any, to be paid on each claim have been resolved, whichever is later. Class Counsel and Defense Counsel shall agree on all information and documents to be posted on the Settlement Website.

H. Class Counsel, Defense Counsel and Defendants will cooperate in the Notice Program by providing one another with information necessary to effect notice to the Settlement Class (including the California Settlement Subclass).

I. As appropriate, Class Counsel, Defendants and/or the Settlement Administrator shall provide a declaration to the Court attesting to the Notice Program and all measures undertaken to provide notice of the Settlement to the Settlement Class (including the California Settlement Subclass) no later than twenty-one (21) Days before the Final Approval Hearing.

VIII. REQUESTS FOR EXCLUSION BY SETTLEMENT CLASS MEMBERS

A. The provisions of this subsection shall apply to any Request for Exclusion. Any member of the Settlement Class (including the California Settlement Subclass) may make a Request for Exclusion by mailing or delivering such request in writing to the Settlement Administrator as specified in the Class Notice. Any Request for Exclusion must be postmarked or delivered not later than the Opt-Out Deadline. Any Request for Exclusion must:

i. Have the signature of the member of the Settlement Class, even if represented by counsel. If the member of the Settlement Class is an entity and not an individual, the Request for Exclusion must be signed by an officer or director of the entity with authority to act on behalf of that entity. If the Settlement Class Member is represented by counsel, the Request for Exclusion shall also be signed by that attorney;

ii. State the name, address and telephone number of the Person requesting exclusion;

iii. Identify all of the Cancelled Events, Postponed Events, and/or Rescheduled Events to which the Person purchased tickets through the Site or Defendants and the date on which each event was originally scheduled to occur; and

iv. Contain a clear and unambiguous statement communicating that such Person elects to be excluded from the Settlement Class, does not wish to be a Settlement Class Member and elects to be excluded from any judgment entered pursuant to the Settlement.

B. A member of the Settlement Class (including the California Settlement Subclass) may opt out on an individual basis only; so-called “mass” or “class” opt outs shall not be allowed.

C. A member of the Settlement Class (including the California Settlement Subclass) who wishes to be excluded from the Settlement Class (including the California Settlement Subclass) must do so with respect to all tickets to Cancelled Events, Postponed Events, and Rescheduled Events that they purchased. Members of the Settlement Class (including the California Settlement Subclass) may not exclude themselves from the Settlement Class (including the California Settlement Subclass) with respect to one or more tickets while seeking relief through the Settlement with respect to other tickets.

D. Any member of the Settlement Class (including the California Settlement Subclass) who submits a timely Request for Exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement. If the Person requesting exclusion is represented by counsel, the Request for Exclusion shall also be signed by the attorney who represents them.

E. Not later than seven (7) business Days after the deadline for submission of Requests for Exclusion, the Settlement Administrator shall provide an Opt-Out List to Class Counsel and Defense Counsel together with copies of each Request for Exclusion. Class Counsel and

Defense Counsel shall submit the names appearing on the Opt-Out List to the Court under seal at the time of the Final Approval Hearing.

F. Any member of the Settlement Class (including the California Settlement Subclass) who has not timely and properly filed a written Request for Exclusion from the Settlement Class (including the California Settlement Subclass) shall be bound by this Settlement and by all subsequent procedures, orders, and judgments in the Litigation.

G. Any member of the Settlement Class (including the California Settlement Subclass) who elects to opt out of the Settlement Class (including the California Settlement Subclass) pursuant to this Section shall not be entitled to relief under or be affected by the Settlement Agreement.

H. Any member of the Settlement Class (including the California Settlement Subclass) who fails to submit a timely and complete Request for Exclusion to the proper address shall be subject to and bound by this Settlement and every order or judgment entered pursuant to this Settlement. Any purported Request for Exclusion or other communication sent to such address that is unclear or internally inconsistent with respect to the desire of the member of the Settlement Class (including the California Settlement Subclass) to be excluded from the Settlement Class (including the California Settlement Subclass) will be deemed invalid unless determined otherwise by the Court. Requests for Exclusion signed only by counsel or another representative shall not be permitted.

IX. OBJECTIONS BY SETTLEMENT CLASS MEMBERS

A. Any Settlement Class Member (including any California Settlement Subclass Member) who wishes to be heard at the Final Approval Hearing, or who wishes for any objection to be considered, must file a written notice of objection by the Objection Date. Such objection must:

i. Have the signature of the member of the Settlement Class objecting, even if represented by counsel. If the member of the Settlement Class is an entity and not an individual, the objection must be signed by an officer or director of the entity with authority to act on behalf of that entity. If the Settlement Class Member that is objecting to the Settlement is represented by counsel, the objection shall also be signed by that attorney;

ii. State the name, address and telephone number of the Settlement Class Member objecting;

iii. State the name, address and telephone number of every attorney representing or assisting the objector;

iv. Identify all of the Cancelled Events, Postponed Events, and/or Rescheduled Events to which the Settlement Class Member purchased tickets through the Site or Defendants and the date on which each event was originally scheduled to occur;

v. Contain a detailed statement of each objection asserted, including the grounds for objection and reasons for appearing and being heard, together with any documents such Person wishes to be considered in support of the objection;

vi. A list of all cases in which the Settlement Class Member or Settlement Class Member's counsel filed an objection or in any way participated -- financially or otherwise -- in objecting to a class settlement during the preceding five (5) years; and

vii. Contain a statement regarding whether the Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, and a list of all persons, if any, who will be called to testify in support of the objection.

B. Members of the Settlement Class (including the California Settlement Subclass) may not both object and opt out. If a member of the Settlement Class (including the California Settlement Subclass) submits both a Request for Exclusion and an objection, the Request for Exclusion shall be controlling. Further, if a member of the Settlement Class (including the California Settlement Subclass) submits both a valid and timely Request for Exclusion and a claim, the claim shall be denied.

C. The agreed-upon procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and

the orderly presentation of any Settlement Class Member's objections to the Settlement Agreement, in accordance with such Settlement Class Member's due process rights.

D. The Preliminary Approval Order and Class Notice will require all Settlement Class Members (including California Settlement Subclass Members) who have any objections to file such notice of objection, including any request to be heard, with the Clerk of the Court, and serve by mail or hand delivery such notice of objection, including any request to be heard, including all papers or evidence in support thereof, upon Class Counsel and Defense Counsel, at the addresses set forth in the Class Notice, no later than the Objection Date. The Preliminary Approval Order will further provide that objectors who fail to properly or timely file their objections with the Clerk of the Court, along with the required information and documentation set forth above, or to serve them as provided above, shall not be heard during the Final Approval Hearing, shall not have their objections be considered by the Court and shall be foreclosed from seeking any adjudication or review of the Settlement by appeal or otherwise. The Preliminary Approval Order will also require the Settlement Administrator to forward any objections to the Settlement received from Settlement Class Members (including California Settlement Subclass Members) to Class Counsel and Defense Counsel.

E. In accordance with law, only Settlement Class Members (including California Settlement Subclass Members) who have objected to the Settlement pursuant to the terms above may appeal any Final Order and Judgment. The proposed Final Order and Judgment shall provide that any Settlement Class Member (including any California Settlement Subclass Member) who wishes to appeal the Final Order and Judgment, which appeal will delay the distribution of benefits to the Settlement Class, may be required to post a bond as required by the Court in an amount to be determined by the Court as a condition of prosecuting such appeal.

X. ATTORNEYS' FEES AND EXPENSES AND SERVICE AWARDS

A. Attorneys' Fees and Expenses. All Attorneys' Fees and Expenses shall be paid out of the Cash Fund in an amount to be awarded by the Court. Class Counsel will apply to the Court for an award of Attorneys' Fees and Expenses. Class Counsel agrees that their request for Attorneys' Fees and Expenses will not exceed one million three hundred sixty-six thousand six hundred sixty-seven dollars (\$1,366,667), representing one-third of the total settlement fund, in aggregate fees and costs. Class Counsel, on behalf of themselves and their firms, Kazerouni Law Group, APC and the Law Offices of Todd M. Friedman, P.C., further agree that they shall not, in this or any other proceeding, seek any fees, costs, or expenses arising out of or related to the Released Claims beyond the Attorneys' Fees and Expenses awarded by the Court pursuant to this Section X, provided the Effective Date occurs. Class Counsel shall be entitled to the Attorneys' Fees and Expenses awarded by the Court (subject to the limitations of this Section and provided that Class Counsel has first provided to the Settlement Administrator completed W-9 forms and completed wire transfer forms) thirty-five (35) Days after the Effective Date. All such amounts will be paid from the Cash Fund. Class Counsel shall file their papers in support of any application for Attorneys' Fees and Expenses no later than the Notice Date.

B. Service Awards For Plaintiffs. In recognition of Plaintiffs' work on behalf of the Settlement Class, Defendants agree not to oppose an application for a Service Award not to exceed five thousand dollars (\$5,000) to Named Plaintiff Jason Ingman, not to exceed five thousand dollars (\$5,000) to Named Plaintiff Courtney Hanscom and not to exceed five thousand dollars (\$5,000) to Named Plaintiff John Shankula. Any Service Awards ordered by the Court will be paid exclusively out of the Cash Fund thirty (30) Days after the Effective Date, provided that Class Counsel have provided to the Settlement Administrator completed W-9 forms for the Plaintiffs and wire transfer forms at least twenty-one (21) Days before payment. Any Service

Awards are in addition to other payments to Plaintiffs under the Settlement. Class Counsel shall file their papers in support of any application for Service Awards for Plaintiffs no later than the Notice Date.

XI. FINAL ORDER AND JUDGMENT, RELEASE, DISMISSAL OF ACTION AND JURISDICTION OF COURT

A. If this Settlement Agreement (including any modification thereto made with the consent of the Parties as provided for herein) is approved by the Court following the Final Approval Hearing scheduled by the Court in its Preliminary Approval Order, the Parties shall request the Court to enter a Final Order and Judgment pursuant to the Illinois Code of Civil Procedure and all applicable laws, that, among other things:

1. Finds that the Court has and retains personal jurisdiction over Plaintiffs and all Settlement Class Members (including all California Settlement Subclass Members) and that the Court has subject matter jurisdiction to approve this Settlement and Settlement Agreement and all exhibits thereto;

2. Certifies the Settlement Class solely for purposes of this Settlement;

3. Certifies the California Settlement Subclass solely for the purposes of this Settlement;

4. Grants final approval of this Settlement Agreement as being sufficiently fair, reasonable, in the best interest of the class, and adequate as to all Parties, consistent and in compliance with all requirements of due process and applicable law and in the best interests of all Parties and directs the Parties and their counsel to implement and consummate this Settlement Agreement in accordance with its terms and provisions;

5. Declares this Settlement Agreement and the Final Order and Judgment to be binding on and to have res judicata and preclusive effect in all pending and future lawsuits or

other proceedings encompassed by the Release maintained by or on behalf of any of the Releasing Parties.

6. Finds that the Notice Program implemented pursuant to this Settlement Agreement protects the interests of the Settlement Class, the California Settlement Subclass, and the Parties, satisfies the requirements of due process under the Illinois and United States Constitutions, and meets all applicable requirements of applicable law;

7. Finds that Class Counsel and Plaintiffs adequately represented the Settlement Class (including the California Settlement Subclass) for purposes of entering into and implementing the Settlement and Settlement Agreement;

8. Dismisses the Litigation now pending before the Court on the merits and with prejudice and without fees or costs except as provided herein, in accordance with the terms of the Final Order and Judgment as set forth herein;

9. Adjudges that the Releasing Parties have conclusively and forever compromised, settled, dismissed and released any and all Released Claims against Defendants and the Released Parties;

10. Approves payment of the Attorneys' Fee and Expenses to Class Counsel and Plaintiffs' Service Awards in a manner consistent with Section X above;

11. Directs Defendants to provide Settlement Class Members (including California Settlement Subclass Members) with the benefits described in Section IV(B)-(C);

12. Without affecting the finality of the Final Order and Judgment for purposes of appeal, reserves jurisdiction over Defendants, Plaintiffs, Class Counsel and the Settlement Class Members (including California Settlement Subclass Members) as to all matters relating to the

administration, consummation, enforcement and interpretation of the terms of the Settlement and Final Order and Judgment and for any other necessary purposes;

13. Provides that upon the Effective Date, Plaintiffs and all Settlement Class Members (including California Settlement Subclass Members) who have not been excluded from the Settlement Class shall be barred from asserting any Released Claims against Defendants or any Released Parties, and any such Settlement Class Members shall have released any and all Released Claims as against Defendants and all Released Parties;

14. Determines that the Settlement Agreement and the Settlement provided for herein and any proceedings taken pursuant thereto are not and should not in any event be offered or received as evidence of, a presumption, concession or an admission of liability or of any misrepresentation or omission in any statement or written document approved or made by Defendants or any Released Parties or of the suitability of these or similar claims to class treatment in active litigation and trial; provided, however, that reference may be made to this Settlement Agreement and the Settlement provided for herein in such proceedings as may be necessary to effectuate the Settlement Agreement;

15. Bars and permanently enjoins all Settlement Class Members (including all California Settlement Subclass Members) who have not been properly excluded from the Settlement Class from (a) filing, commencing, prosecuting, intervening in or participating (as class members or otherwise) in any other lawsuit or administrative regulatory, arbitration or other proceeding in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims and (b) organizing Settlement Class Members (including California Settlement Subclass Members) who have not been excluded from the class into a separate class for purposes of pursuing as a

purported class action any lawsuit or arbitration or other proceeding (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action) based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims, except that Settlement Class Members (including California Settlement Subclass Members) are not precluded from assisting a state, provincial or federal agency in any investigation or suit initiated by any such agency;

16. Approves the Opt-Out List and determines that the Opt-Out List is a complete list of all members of the Settlement Class (including the California Settlement Subclass) who have timely requested exclusion from the Settlement Class and, accordingly, shall neither share in nor be bound by the Final Order and Judgment; and

17. Authorizes the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of this Settlement Agreement and all exhibits hereto as (a) shall be consistent in all material respects with the Final Order and Judgment and (b) do not limit the rights of the Parties or Settlement Class Members (including California Settlement Subclass Members).

B. As of the Effective Date, the Releasing Parties are deemed to have fully, finally, irrevocably and unconditionally forever released, acquitted, relinquished, and forever discharged the Released Parties of and from all Released Claims by operation of entry of the Final Order and Judgment and Order of Dismissal. Without in any way limiting the scope of the Release, this Release covers, without limitation, any and all claims for attorneys' fees, costs or disbursements incurred by Class Counsel or any other counsel representing Plaintiffs or Settlement Class Members (including California Settlement Subclass Members), or any of them, in connection with or related in any manner to the Litigation, the Settlement, the administration

of such Settlement and/or the Released Claims as well as any and all claims for Service Awards to Plaintiffs.

C. Subject to Court approval, all Settlement Class Members (including all California Settlement Subclass Members) who have not excluded themselves from the Settlement Class shall be bound by this Settlement Agreement and the Release and all of their claims shall be dismissed with prejudice and released, irrespective of whether they received actual notice of the Litigation or this Settlement.

D. The Releasing and the Released Parties expressly acknowledge that they are familiar and understand with principles of law such as Section 1542 of the Civil Code of the State of California, which provides as follows:

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.

Notwithstanding California or other law, the Releasing Parties and the Released Parties hereby expressly agree that the provisions, rights and benefits of Section 1542 and all similar federal or state laws, rights, rules or legal principles of any other jurisdiction that may be applicable herein are hereby knowingly and voluntarily waived, released and relinquished to the fullest extent permitted by law in connection with claims that they do not now know or suspect to exist in their favor at the time of executing the Release and that, if known by them, would have affected their settlement with the Released Parties and that are the same as, substantially similar to, or overlap the Released Claims, and the Releasing Parties and the Released Parties hereby agree and acknowledge that this is an essential term of the Release. In connection with the Release, the Releasing Parties and the Released Parties acknowledge that they are aware that they may hereafter

discover claims presently unknown and unsuspected or facts in addition to or different from those which they now know or believe to be true with respect to matters released herein, and that such claims, to the extent that they are the same as, substantially similar to, or overlap the Released Claims, are hereby knowingly and voluntarily released, relinquished and discharged. All Settlement Class Members (including all California Settlement Subclass Members) will be bound by this release in this Section XI(D) unless they properly and timely submit a Request for Exclusion from the Settlement Class as set forth in Section VIII above.

E. Nothing in the Release or the shall preclude any action to enforce the terms of this Settlement Agreement, including participation in any of the processes detailed herein.

XII. WITHDRAWAL FROM OR TERMINATION OF SETTLEMENT

A. Within fifteen (15) Days after the occurrence of any of the following events and upon written notice to counsel for all Parties, but in any event before the Effective Date, a Party shall have the right to withdraw from the Settlement and terminate this Settlement Agreement:

1. If the Court fails to approve the Settlement Agreement or if on appeal the Court's approval is reversed or modified;

2. If the Court materially alters any of the terms of the Settlement Agreement, provided however that any reduction to an award of Attorneys' Fees and Expenses or to the Service Award shall not constitute a material alteration;

3. If the Preliminary Approval Order, as described in Section III(B) above, or the Final Order and Judgment, as described in Section XI(A) above, is not entered by the Court or is reversed or modified on appeal, or otherwise fails for any reason; or

4. If any Settlement Class Member (including any California Settlement Subclass Member) or Opt Out seeks or continues to seek, on behalf of or for the benefit of a group or class of individuals or for the public, restitution, or a right to request a refund in any action or

proceeding involving Defendants relating to any of the Released Claims, notwithstanding this Settlement Agreement.

In the event of a withdrawal pursuant to this Section XII(A)(4), any certification of a Settlement Class will be vacated, without prejudice to any Party's position on the issue of class certification and the amenability of the claims asserted in the Litigation to class treatment, and the Parties shall be restored to their litigation position existing immediately before the execution of this Settlement Agreement.

B. If Settlement Class Members (including California Settlement Subclass Members) properly and timely submit Requests for Exclusion from the Settlement Class as set forth in Section VIII above, thereby becoming Opt Outs, and are in a number more than indicated in the Parties' separate filing under seal with the Court, then TOS and TFS may together withdraw from the Settlement and terminate this Settlement Agreement. In that event, all of TOS's and TFS's obligations under this Settlement Agreement shall cease to be of any force and effect; the certification of the Settlement Class shall be vacated without prejudice to TOS's and TFS's position on the issue of class certification; and the Parties shall be restored to their litigation position existing immediately before the execution of this Settlement Agreement.

C. In order to elect to withdraw from the Settlement and terminate this Settlement Agreement on the basis set forth in Section XII(B) above, TOS and TFS must notify Class Counsel in writing of their joint election to do so within ten (10) business Days after being served with the Opt-Out List by the Settlement Administrator.

D. In the event that TOS and TFS exercise such right to elect to withdraw from the Settlement and terminate this Settlement Agreement on the basis set forth in Section XII(B) above, Class Counsel shall have forty-five (45) business Days or such longer period as agreed to

by the Parties to address the concerns of the Opt Outs. If through such efforts the total number of members of the Opt-Out List subsequently becomes and remains fewer than the number indicated in the Parties' separate filing under seal with the Court, TOS and TFS shall withdraw their election to withdraw from the Settlement and terminate the Settlement Agreement. In no event, however, shall TOS and/or TFS have any further obligation under this Settlement Agreement to any Opt Out unless such Settlement Class Member withdraws the Settlement Class Member's Request for Exclusion.

E. For purposes of this Section XII, Opt Outs shall not include (i) Persons who are specifically excluded from the Settlement Class under Section III(A)(i)-(iv) above, (ii) Opt Outs who elect to withdraw their Request for Exclusion and therefore become Settlement Class Members (including California Settlement Subclass Members) and (iii) Opt Outs who agree to sign an undertaking that they will not pursue an individual claim, class claim or any other claim that would otherwise be a Released Claim as defined in this Settlement Agreement.

F. In the event of withdrawal by TOS and/or TFS in accordance with the terms set forth in this Section XII, the Settlement Agreement shall be null and void, shall have no further force and effect with respect to any Party in the Litigation and shall not be offered in evidence or used in any litigation for any purpose, including the existence, certification or maintenance of any proposed or existing class or as evidence of or as an argument for the amenability of these or similar claims to class treatment. In the event of such withdrawal, this Settlement Agreement and all negotiations, proceedings, documents prepared and statements made in connection herewith shall be without prejudice to Defendants, Plaintiffs and the Settlement Class Members (including California Settlement Subclass Members) and shall not be deemed or construed to be an admission or confession in any way by any Party of any fact, matter or proposition of law and

shall not be used in any manner for any purpose, and the Parties to the Litigation shall stand in the same position as if this Settlement Agreement had not been negotiated, made or filed with the Court.

XIII. EFFECTIVE DATE

A. The Effective Date of this Settlement Agreement shall be thirty (30) Days after the date when each and all of the following conditions have occurred:

1. This Settlement Agreement has been fully executed by all Parties and their counsel;

2. Orders have been entered by the Court certifying the Settlement Class (including the California Settlement Subclass), granting preliminary approval of this Settlement Agreement and approving the form of Class Notice, all as provided above;

3. Class Notice has been sent by means of the Notice Program, as provided above;

4. The Court has entered a Final Order and Judgment finally approving this Settlement Agreement, as provided above; and

5. The Final Order and Judgment has become Final as defined in Section XIII(B) below.

B. “Final,” when referring to a judgment or order means that (1) the judgment is a final, appealable judgment and (2) either (a) no appeal has been taken from the judgment as of the date on which all times to appeal therefrom have expired or (b) an appeal or other review proceeding of the judgment having been commenced, such appeal or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions or rehearing or re-argument, petitions for rehearing en banc, petitions for writ of certiorari or

otherwise, and such appeal or other review has been finally resolved in a manner that affirms the Final Order and Judgment in all material respects.

C. If, for any reason, the Final Order and Judgment fails to become Final pursuant to the Section XIII(B) above, the orders, judgment and dismissal to be entered pursuant to this Settlement Agreement shall be vacated, and the Parties will be returned to the status quo ante with respect to the Litigation as if this Settlement Agreement had never been entered into.

XIV. REPRESENTATIONS, WARRANTIES AND COVENANTS

A. Class Counsel, who are signatories hereof, represent and warrant that they have the authority, on behalf of Plaintiffs, to execute, deliver and perform this Settlement Agreement and to consummate all of the transactions contemplated hereby. This Settlement Agreement has been duly and validly executed and delivered by Class Counsel and Plaintiffs and constitutes their legal valid and binding obligation.

B. TOS, through its undersigned attorneys, represents and warrants that it has the authority to execute, deliver and perform this Settlement Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by TOS of this Settlement Agreement and the consummation by TOS of the actions contemplated hereby have been duly authorized by all necessary corporate action on the part of TOS. This Settlement Agreement has been duly and validly executed and delivered by TOS and constitutes its legal, valid and binding obligation.

C. TFS, through its undersigned attorneys, represents and warrants that it has the authority to execute, deliver and perform this Settlement Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by TFS of this Settlement Agreement and the consummation by TFS of the actions contemplated hereby have been duly authorized by all necessary corporate action on the part of TFS. This Settlement

Agreement has been duly and validly executed and delivered by TFS and constitutes its legal, valid and binding obligation.

XV. ADDITIONAL PROVISIONS

A. This Settlement Agreement and the exhibits and related documents hereto as well as any payment of monies or any other action taken by Defendants pursuant to any provision of this Settlement Agreement are not and shall not at any time be construed or deemed to be or to evidence any admission against or concession by Defendants with respect to any wrongdoing, fault, or omission of any kind whatsoever, whether or not this Settlement Agreement results in entry of a Final Order and Judgment as contemplated herein. This Settlement Agreement shall not be offered or be admissible in evidence against the Parties or cited or referred to in any action or proceeding, except in an action or proceeding brought to enforce its terms or as required for preliminary approval and final approval. Defendants deny any liability to Plaintiffs and to all members of the Settlement Class (including the California Settlement Subclass). This provision shall survive the expiration or voiding of the Settlement Agreement.

B. This Settlement Agreement is entered into only for purposes of settlement. In the event that the Effective Date does not occur for any reason or the Final Order and Judgment is not entered, then this Settlement Agreement, including any Release or dismissals hereunder, is cancelled and null and void. In the event this Settlement Agreement is cancelled or deemed cancelled, no term or condition of this Settlement Agreement, or any draft thereof, or of the discussion, negotiation, documentation or other part or aspect of the Parties' settlement discussions shall have any effect, nor shall any such matter be admissible in evidence for any purpose, or used for any purposes whatsoever in the Litigation or in any other litigation, and all Parties shall be restored to their prior rights positions as if the mediation had never occurred and the Settlement Agreement had not been entered into.

C. The Parties stipulate to stay all proceedings in the Litigation until the approval of this Settlement Agreement has been finally determined, except the stay of proceedings shall not prevent the filing of any motions, affidavits, declarations and other matters necessary to obtain and preserve final judicial approval of this Settlement Agreement.

D. The headings of the sections and subsections of this Settlement Agreement are included for convenience only and shall not be deemed to constitute part of this Settlement Agreement or to affect its construction.

E. This Settlement Agreement, including all exhibits attached hereto, may not be modified or amended except in writing signed by all of the Parties or their counsel.

F. There shall be no waiver of any term or condition absent an express writing to that effect by the non-waiving Party. No waiver of any term or condition in this Settlement Agreement shall be construed as a waiver of a subsequent breach or failure of the same term or condition or waiver of any other term or condition of this Settlement Agreement.

G. In the event that there are any developments in the effectuation and administration of this Settlement Agreement that are not dealt with by the terms of this Settlement Agreement, then such matters shall be dealt with as agreed upon by the Parties, and failing agreement, as shall be ordered by the Court. The Parties shall execute all documents and use their best efforts to perform all acts necessary and proper to promptly effectuate the terms of this Settlement Agreement and to take all necessary or appropriate actions to obtain judicial approval of this Settlement Agreement in order to give this Settlement Agreement full force and effect. The executing of documents must take place prior to the date scheduled for the preliminary approval hearing.

H. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

I. This Settlement Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois, without giving effect to any choice or conflict of law provision, or rule that would cause the application of the laws of any other jurisdiction.

J. Except as otherwise provided in this Settlement Agreement, Plaintiffs, members of the Settlement Class (including the California Settlement Subclass), TFS and TOS shall each bear his, her or its own costs of the Litigation.

K. No Person shall have any claim against Plaintiffs, Class Counsel, Defendants, Defense Counsel, the Settlement Administrator or the Released Parties or their agents based on administration of the Settlement substantially in accordance with the terms of the Settlement Agreement or any order of the Court or any appellate court.

L. Plaintiffs represent and warrant that no portion of any claim, right, demand, action or cause of action against the Released Parties that Plaintiffs have or may have arising out of any allegations made in any of the actions comprising the Litigation or pertaining to any of the Released Claims, and no portion of any recovery or settlement to which Plaintiffs may be entitled, has been assigned, transferred or conveyed by or for Plaintiffs in any manner or is subject to an attorneys' lien; and no Person other than Plaintiffs has any legal or equitable interest in the claims, demands, actions, or causes of action referred to in this Settlement Agreement as those of Plaintiffs.

M. If any section, subsection, clause, provision or paragraph of this Settlement Agreement shall, for any reason, be held illegal, invalid or unenforceable, such illegality,

invalidity or unenforceability shall not affect any other section, subsection, clause, provision or paragraph of this Settlement Agreement, and this Settlement Agreement shall be construed and enforced as if such illegal, invalid or unenforceable section, subsection, clause, paragraph or other provisions had not been contained herein.

N. The Parties to this Settlement Agreement reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

O. All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

P. Within thirty (30) Days after the Effective Date, Class Counsel and Defense Counsel will, at the non-disclosing Parties' election, return or destroy all confidential material produced by one to the other in discovery or otherwise in connection with the Litigation.

Q. This Settlement Agreement will be binding upon and inure to the benefit of the successors and assigns of the Parties.

R. The determination of the terms of and the drafting of this Settlement Agreement, including its exhibits, has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. Since this Settlement Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply. Each of the Parties was represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Settlement Agreement, and there was no disparity in bargaining power among the Parties to this Settlement Agreement. In entering into this Settlement Agreement, none of the Parties relied on advice received from any other Party or any other Party's counsel.

S. Integrated Agreement:

1. All of the exhibits to this Settlement Agreement are material and integral parts hereof, and are fully incorporated herein by reference.

2. This Settlement Agreement and the exhibits thereto constitute the entire, fully integrated agreement among the Parties and cancel and supersede all prior written and unwritten agreements and understandings pertaining to the Settlement of the Litigation. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation or understanding concerning any part of the subject matter of this Settlement Agreement has been made or relied on except as expressly set forth herein.

T. Any notice, request or instruction or other document to be given by any Party to this Settlement Agreement to any other Party to this Settlement Agreement (other than the Class Notice) shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid to the following addresses:

All Notices to Class Counsel or Plaintiffs shall be sent to:

Abbas Kazerounian
KAZEROUNI LAW GROUP, APC
245 Fischer Avenue, Unit D1
Costa Mesa, California 92626
Telephone: (800) 400-6808
Facsimile: (800) 520-5523

Todd M. Friedman
LAW OFFICES OF TODD M. FRIEDMAN, P.C.
21031 Ventura Boulevard, Suite 340
Woodland Hills, California 91364
Telephone: (818)-619-3774
Facsimile: (866) 633-0228

All Notices to Defense Counsel or Defendants shall be sent to:

Mark S. Mester
Robert C. Collins III
LATHAM & WATKINS LLP
330 North Wabash Avenue, Suite 2800
Chicago, Illinois 60611
Telephone: (312) 876-7700
Facsimile: (312) 993-9767

Joshua W. Mahoney
BARACK FERRAZZANO
KIRSCHBAUM & NAGELBERG LLP
200 West Madison Street, Suite 3900
Chicago, Illinois 60606
Telephone: (312) 984-3100
Facsimile: (312) 984-3150

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of comments, objections, Requests for Exclusion, or other documents or filings received as a result of the Class Notice.

U. Plaintiffs and Class Counsel hereby agree to not engage in any communications with the media or the press, on the Internet or in any public forum, orally or in writing, that relate to this Settlement, the Litigation or the claims or allegations in the Litigation other than statements that are fully consistent with the Class Notice.

V. The Court shall retain continuing and exclusive jurisdiction over the Parties to this Settlement Agreement for the purpose of the administration and enforcement of this Settlement Agreement.

[The Remainder Of This Page Is Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have executed and caused this Settlement Agreement to be executed by their duly authorized attorneys below.

Plaintiff John Shankula

KAZEROUNI LAW GROUP, APC

John Shankula

Abbas Kazerounian

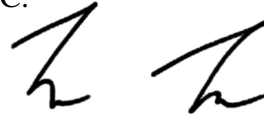
Date: 07/13/2022

Abbas Kazerounian
245 Fischer Avenue, Unit D1
Costa Mesa, California 92626
Telephone: (800) 400-6808
Facsimile: (800) 520-5523

Plaintiff Jason Ingman

LAW OFFICES OF TODD M. FRIEDMAN,
P.C.

Jason Ingman



Date: 07/13/2022

Todd M. Friedman
21031 Ventura Boulevard, Suite 340
Woodland Hills, California 91364
Telephone: (818) 619-3774
Facsimile: (866) 633-0228

Plaintiff Courtney Hanscom

Courtney Hanscom

Counsel for Plaintiffs
For the limited purpose of effecting Section
X(A) related to Attorneys' Fees and Expenses

Date: 07/13/2022

Defendant TicketsOnSale.com LLC

Approved as to form:
BARACK FERRAZZANO KIRSCHBAUM &
NAGELBERG LLP

By: _____

Joshua W. Mahoney
200 West Madison Street, Suite 3900
Chicago, Illinois 60606
Telephone: (312) 984-3100
Facsimile: (312) 984-3150

Its: _____

Date: _____

Counsel for TicketsOnSale.com LLC

IN WITNESS WHEREOF, the Parties have executed and caused this Settlement Agreement to be executed by their duly authorized attorneys below.

Plaintiff John Shankula

KAZEROUNI LAW GROUP, APC

Date: _____

Abbas Kazerounian
245 Fischer Avenue, Unit D1
Costa Mesa, California 92626
Telephone: (800) 400-6808
Facsimile: (800) 520-5523

Plaintiff Jason Ingman

LAW OFFICES OF TODD M. FRIEDMAN,
P.C.

Date: _____

Plaintiff Courtney Hanscom

Todd M. Friedman
21031 Ventura Boulevard, Suite 340
Woodland Hills, California 91364
Telephone: (818) 619-3774
Facsimile: (866) 633-0228

Date: _____

Counsel for Plaintiffs
For the limited purpose of effecting Section
X(A) related to Attorneys' Fees and Expenses

Defendant TicketsOnSale.com LLC

Approved as to form:
BARACK FERRAZZANO KIRSCHBAUM &
NAGELBERG LLP

By:  _____

 _____

Its: CEO _____

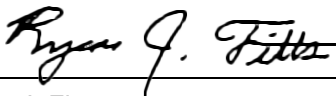
Joshua W. Mahoney
200 West Madison Street, Suite 3900
Chicago, Illinois 60606
Telephone: (312) 984-3100
Facsimile: (312) 984-3150

Date: 7/19/22 _____

Counsel for TicketsOnSale.com LLC

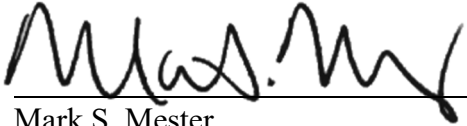
Defendant Ticket Fulfillment Services LP

Approved as to form:
LATHAM & WATKINS LLP

By: 
Ryan J. Fitts

Its: Assistant Secretary

Date: July 18, 2022



Mark S. Mester
330 North Wabash Avenue, Suite 2800
Chicago, Illinois 60611
Telephone: (312) 876-7700
Facsimile: (312) 993-9767

Counsel for Ticket Fulfillment Services LP

EXHIBIT 1

California Postponed Or Rescheduled Event Claim Form

**Your claim must be
postmarked or submitted
online by:
[Claim Deadline], 2022**

TicketsOnSale.com Purchase Settlement
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
[Phone Number]
www.ticketmarketplacesettlement.com

VTP

**TICKETSONSALE.COM TICKET PURCHASE SETTLEMENT
CALIFORNIA POSTPONED OR RESCHEDULED EVENT CLAIM FORM**

I. INSTRUCTIONS

You can submit this form by mail to TicketsOnSale.com Purchase Settlement, c/o Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, or you can file this form online at www.ticketmarketplacesettlement.com. The deadline to submit or postmark California Postponed Or Rescheduled Event Claim Forms is [Claim Deadline], 2022.

Please carefully read the Published Notice (available at www.ticketmarketplacesettlement.com) regarding the Settlement before filling out this form. Terms in this California Postponed Or Rescheduled Event Claim Form are defined in the Published Notice and the Settlement Agreement, both of which are available on the Settlement Website (www.ticketmarketplacesettlement.com), or by calling [Phone Number] or emailing [_____]@_____.com].

II. OPTIONS FOR RELIEF

If you purchased a ticket(s) through TicketsOnSale.com or OnlineCityTickets.com on or before [Preliminary Approval Date], 2022 to an event(s) that, at any time from March 23, 2017 through [Preliminary Approval Date], 2022, was postponed or rescheduled but is not yet cancelled and has not yet occurred, you resided in California at the time you purchased the ticket(s) and you currently hold the ticket(s) to the Postponed Event or Rescheduled Event, you have the option to:

(i) Retain the ticket to the Postponed Event or Rescheduled Event, and if the Postponed Event or Rescheduled Event is cancelled, you will automatically be entitled to a Credit or you can elect a cash payment from TicketsOnSale.com, so long as you do so within twenty-one (21) days of receiving notice that the Postponed Event or Rescheduled Event has been cancelled. For more information on this option, please visit www.ticketmarketplacesettlement.com.

or

(ii) Request to receive a cash payment equal to the price of the ticket(s) you purchased (inclusive of base price, fees and delivery charges, exclusive of any insurance charges and less any amounts paid with gift cards, store credit or loyalty credit) to the Postponed Event or Rescheduled Event, less any sums already paid or any sums spent in credit, **by postmarking or submitting this form online by [Claim Deadline], 2022. In addition, to be eligible for a cash payment, regardless of how you submit this form, you must relinquish ownership of the valid ticket(s) to the yet-to-occur Postponed Event or Rescheduled Event by [Preliminary Approval Date], 2022. If you have an e-ticket(s), such as downloadable pdfs or static QR codes, you must relinquish ownership of the e-ticket(s) by emailing them to claims@ticketsale.com. If you have a physical ticket(s), you must relinquish ownership of the ticket(s) by mailing the ticket(s) to Ticketsonsale Returns, 225 W. Randolph St., Fl. 30, Chicago, IL 60606. If you have a transfer ticket(s) that is housed in a third-party app (e.g., Ticketmaster app), you must relinquish ownership of the ticket(s) by transferring ownership of the ticket(s) to claims@ticketsale.com through the third-party app.** In submitting the California Postponed Or Rescheduled Event Claim Form and returning your ticket, you shall relinquish and no longer be entitled to any other relief under the Settlement Agreement, including any Credit you could use toward a purchase through TicketsOnSale.com or OnlineCityTickets.com that you might have received if your event was cancelled.

Questions? Call toll-free [Phone Number] or visit www.ticketmarketplacesettlement.com.

EXHIBIT 2

Cancelled Event Claim Form

IV. EVENT INFORMATION

If you purchased tickets through TicketsOnSale.com or OnlineCityTickets.com on or before [Preliminary Approval Date], 2022 to more than one event that, at any time from March 23, 2017 through [Preliminary Approval Date], 2022, was cancelled, complete and attach an additional page for each such event for which you seek a cash payment.

Name of Cancelled Event			
Original Date of Cancelled Event	Number of Tickets	Order Total	TOS or OCT Order Number

V. CLAIM CERTIFICATION AND RELEASE

I have received notice of the Settlement, and I submit this Cancelled Event Claim Form under the terms of the Settlement. I acknowledge that under the terms of the Settlement, I am bound by any Court judgment that may be entered in this lawsuit and, upon the Effective Date of the Settlement, will release claims against TOS and TFS as set forth in the Settlement Agreement. I submit to the jurisdiction of the Eighteenth Judicial Circuit Court for DuPage County, Illinois with regard to my claim and for purposes of enforcing the release of claims. I acknowledge that all claims are subject to investigation, and any false claims may be subject to legal action. By submitting this claim form and receiving payment hereunder, I understand and acknowledge that by electing a cash payment, I am relinquishing, and will no longer be entitled to, a credit from TicketsOnSale.com toward the purchase of tickets to events through TicketsOnSale.com, pursuant to the terms of the Settlement Agreement.

I certify under penalty of perjury that all of the foregoing information is true and correct.

Signature of Claimant

Date

EXHIBIT 3
Emailed Notice

From Email:
From: Ticket Marketplace Settlement Administrator
Subject Line: Ticket Marketplace Settlement – Legal Notice

Notice ID:
Confirmation Code:
Name:

**LEGAL NOTICE BY ORDER OF THE
EIGHTEENTH JUDICIAL CIRCUIT COURT OF DUPAGE COUNTY, ILLINOIS**

*An Illinois state court authorized this notice. This is **not** a solicitation from a lawyer.*

If you purchased a ticket through TicketsOnSale.com or OnlineCityTickets.com on or before [Preliminary Approval Date], 2022 to an event that, at any time from March 23, 2017 through [Preliminary Approval Date], 2022, was cancelled, postponed or rescheduled, you may be entitled to a cash payment or other relief from a proposed class action settlement.

This notice is only a summary. It contains information about a class action settlement. More detailed information can be found at:

[www._____.com]
Questions? Call [Phone Number].
Para ver este aviso en español, visite
[www._____.com]

Check the website regularly for updates, including about the scope and terms of the Settlement Class and the Settlement.

What is this notice about? A proposed Settlement has been reached in a lawsuit against TicketsOnSale.com, LLC (“TOS”) and Ticket Fulfilment Services LP (“TFS”). The lawsuit claimed that TOS and TFS were obligated to provide payments for tickets purchased through TicketsOnSale.com or OnlineCityTickets.com on or before [Preliminary Approval Date], 2022 to events that, at any time from March 23, 2017 through [Preliminary Approval Date], 2022, were cancelled, postponed or rescheduled, that TOS and TFS failed to do so and that purchasers were injured as a result. TOS and TFS deny these allegations. If approved by the Court, the Settlement resolves the case and provides benefits to Settlement Class Members who do not exclude themselves.

Who is included? You may be a Settlement Class Member if you reside in the United States, its territories or Canada, and you purchased tickets through TicketsOnSale.com or OnlineCityTickets.com on or before [Preliminary Approval Date], 2022 to an event that, at any time from March 23, 2017 through [Preliminary Approval Date], 2022, was cancelled, postponed or rescheduled.

What are my options if I resided outside the State of California at the time of purchase?

If you purchased a ticket through TicketsOnSale.com or OnlineCityTickets.com on or before [Preliminary Approval Date], 2022 to an event that, at any time from March 23, 2017 through [Preliminary Approval Date], 2022, was cancelled, you can: (1) do nothing and any active, non-expired credit you have already received will be extended, (2) submit or postmark a Cancelled Event Claim Form by [Claim Deadline], 2022

to request a cash payment, (3) exclude yourself by [Exclusion Date], 2022 or (4) object to the Settlement by [Objection Date], 2022.

If you purchased a ticket through TicketsOnSale.com or OnlineCityTickets.com on or before [Preliminary Approval Date], 2022, to an event that, at any time from March 23, 2017 through [Preliminary Approval Date], 2022, was postponed or rescheduled, you can: (1) do nothing and you will automatically be entitled to a credit on from TicketsOnSale.com or OnlineCityTickets.com toward the purchase of tickets to future events equal to 120% of the total of the price of the ticket(s) you purchased (inclusive of base price, fees and delivery charges, exclusive of any insurance charges and less any amounts paid with gift cards, store credit or loyalty credit) less any sums already paid or any sums spent in credit. That credit will be valid through December 31, 2022. You can instead elect to receive a cash payment equal to the price of the ticket(s) you purchased (inclusive of base price, fees and delivery charges, exclusive of any insurance charges and less any amounts paid with gift cards, store credit or loyalty credit) to the Postponed Event or Rescheduled Event that was later cancelled, less any sums already paid or any sums spent in credit. To elect to receive this cash payment, you must request it from TicketsOnSale.com within twenty-one (21) days of receiving notice that the Postponed Event or Rescheduled Event has been cancelled, or (2) exclude yourself by [Exclusion Date], 2022, or (3) object to the Settlement by [Objection Date], 2022.

If you exclude yourself, you must do so with respect to all tickets otherwise covered by this Settlement. You may not exclude yourself with respect to some but not all of these tickets. If you do not exclude yourself, and the Court approves the Settlement, you will be bound by the Court's orders and judgments and will release your claims against TOS and TFS (including any that you have already initiated in any proceeding), even if you do not file a claim. For information on how to exclude yourself, object or file a claim, visit [www._____.com] or call [Phone Number].

What are my options if I resided in the State of California at the time of purchase?

If you purchased a ticket through TicketsOnSale.com or OnlineCityTickets.com on or before [Preliminary Approval Date], 2022 to an event that, at any time from March 23, 2017 through [Preliminary Approval Date], 2022, was cancelled and you resided in the State of California at the time you purchased the ticket(s), you can: (1) do nothing and any active, non-expired credit you have already received will be extended, (2) submit or postmark a Cancelled Event Claim Form by [Claim Deadline], 2022 to request a cash payment, (3) exclude yourself by [Exclusion Date], 2022 or (4) object to the Settlement by [Objection Date], 2022.

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outlined Paragraph ___ of the Published Notice, available at [www._____.com] or by calling [Phone Number], (3) exclude yourself by [Exclusion Date], 2022, or (4) object to the Settlement by [Objection Date], 2022.

If you exclude yourself, you must do so with respect to all tickets otherwise covered by this Settlement. You may not exclude yourself with respect to some but not all of these tickets. If you do not exclude yourself, and the Court approves the Settlement, you will be bound by the Court's orders and judgments and will release your claims against TOS and TFS (including any that you have already initiated in any proceeding), even if you do not file a claim. For information on how to exclude yourself, object or file a claim, visit [www._____.com] or call [Phone Number].

What happens next? The Court, located in Wheaton, Illinois, will hold a hearing on **[Final Approval Hearing Date], 2022 at [TIME CDT/CST]** (or such other date as set by the Court) to decide whether to approve the Settlement, including how much to pay Class Counsel for their work in representing the Settlement Class and what Service Award, if any, should be given to the Plaintiffs. You may attend this hearing, but you do not have to. You or your attorney may ask permission to speak at the hearing at your own cost. The date and time of this hearing may change without further notice. Please check [www._____.com] for updates.

Who represents me? The Court has appointed Abbas Kazerounian, Esq. of Kazerouni Law Group, APC (245 Fischer Avenue, Unit D1, Costa Mesa, CA 92626, 949-404-4228), and Todd M. Friedman, Esq., of the Law Offices of Todd M. Friedman, P.C. (21031 Ventura Boulevard, Suite 340, Woodland Hills, CA 91364, 312-815-2024) to represent you as Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

How do I get more information? For more information, including the Mailed Notice, Published Notice, Cancelled Event Claim Form, California Postponed Or Rescheduled Event Claim Form, Motions for Approval of Attorneys' Fees and Expenses and Plaintiffs' Service Awards and Settlement Agreement, call [Phone Number] or visit [www._____.com]

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.

[Unsubscribe](#)

EXHIBIT 4
Mailed Notice

**LEGAL NOTICE BY ORDER OF
THE EIGHTEENTH JUDICIAL
CIRCUIT COURT OF DUPAGE
COUNTY, ILLINOIS**

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

If you purchased a ticket through TicketsOnSale.com or OnlineCityTickets.com on or before [Preliminary Date], 2022 to an event that, at any time from March 23, 2017 through [Preliminary Date], 2022, was cancelled, postponed or rescheduled, you may be entitled to a cash payment or other relief from a proposed class action settlement.

This notice is only a summary. It contains information about a class action settlement. More detailed information can be found at:

www.ticketmarketplacesettlement.com
Questions? Call [Phone Number].
Para ver este aviso en español, visite
www.ticketmarketplacesettlement.com

Check the website regularly for updates, including about the scope and terms of the Settlement Class and the Settlement.

Ticket Marketplace Settlement
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

PRESORTED
FIRST-CLASS MAIL
U.S. POSTAGE PAID
MAG

**Electronic Service
Requested**



NUMERIC EQUIVALENT

Postal Service: Please Do Not Mark Barcode

**Notice ID <<Notice ID>>
Confirmation Code <<Confirmation Code>>**

<<First Name>><<Last Name>>
<<Address1>>
<<Address2>>
<<City>>, <<St>> <<Zip>>
<<Country>>

BLIND PERF DOES NOT PRINT



NUMERIC EQUIVALENT

Name/Address Change

What is this notice about? A proposed Settlement has been reached in a lawsuit against TicketsOnSale.com, LLC ("TOS") and Ticket Fulfillment Services LP ("TFS"). The lawsuit claimed that TOS and TFS were obligated to provide payments for tickets purchased through TicketsOnSale.com or OnlineCityTickets.com on or before [Preliminary Approval Date], 2022 to events that, at any time from March 23, 2017 through [Preliminary Approval Date], 2022, were cancelled, postponed or rescheduled, that TOS and TFS failed to do so and that purchasers were injured as a result. TOS and TFS deny these allegations. If approved by the Court, the Settlement resolves the case and provides benefits to Settlement Class Members who do not exclude themselves.

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- (2) elect a cash payment now by submitting or postmarking a California Postponed Or Rescheduled Event Claim Form and relinquishing ownership of the valid ticket(s) to the yet-to-occur Postponed Event or Rescheduled Event in the manner outlined Paragraph ___ of the Published Notice, available at www.ticketmarketplacesettlement.com or by calling [Phone Number],
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What happens next? The Court, located in Wheaton, Illinois, will hold a hearing on [Final Approval Hearing Date], 2022 at [TIME CDT/CST] (or such other date as set by the Court) to decide whether to approve the Settlement, including how much to pay Class Counsel and what Service Award, if any, should be given to the Plaintiffs. You may but do not have to attend this hearing. You or your attorney may ask to speak at the hearing at your own cost. The date and time of this hearing may change without further notice. Please check www.ticketmarketplacesettlement.com for updates.

Who represents me? The Court has appointed Abbas Kazerounian of Kazerouni Law Group, APC (245 Fischer Ave., Unit D1, Costa Mesa, CA 92626, 949-404-4228), and Todd M. Friedman of the Law Offices of Todd M. Friedman, P.C. (21031 Ventura Blvd., Ste. 340, Woodland Hills, CA 91364, 312-815-2024) to represent you as Class Counsel at no charge to you. If you want your own lawyer, you may hire one at your own expense.

How do I get more information? Call [Phone Number] or visit www.ticketmarketplacesettlement.com.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.

BLIND PERF DOES NOT PRINT

EXHIBIT 5

Notice Program

IN THE CIRCUIT COURT
EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS

JOHN SHANKULA; JASON INGMAN;
COURTNEY HANSCOM, individually
and on behalf of all others similarly
situated,

Plaintiffs,

v.

TICKETSONSALE.COM, LLC, a
Delaware limited liability company;
TICKET FULFILLMENT SERVICES
LP, a Delaware limited partnership; and
DOES 1-10 inclusive,

Defendants.

CASE NO. 2022LA000282

Judge Angelo J. Kappas

**DECLARATION OF STEVEN WEISBROT OF ANGEION GROUP
RE: PROPOSED NOTICE PROGRAM**

I, Steven Weisbrot, Esq., declare under penalty of perjury as follows:

INTRODUCTION AND RELEVANT EXPERIENCE

1. I am the President and Chief Executive Officer at the class action notice and claims administration firm Angeion Group, LLC (“Angeion”). Angeion specializes in designing, developing, analyzing, and implementing large-scale, unbiased, legal notification plans.

2. I have personal knowledge of the matters stated herein. In forming my opinions regarding notice in this action, I have drawn from my extensive class action experience, as described below.
3. I have been responsible in whole or in part for the design and implementation of hundreds of court-approved notice and administration programs, including some of the largest and most complex notice plans in recent history. I have taught numerous accredited Continuing Legal Education courses on the Ethics of Legal Notification in Class Action Settlements, using Digital Media in Due Process Notice Programs, as well as Claims Administration, generally. I am the author of multiple articles on Class Action Notice, Claims Administration, and Notice Design in publications such as Bloomberg, BNA Class Action Litigation Report, Law360, and the ABA Class Action and Derivative Section Newsletter, and I am a frequent speaker on notice issues at conferences throughout the United States and internationally.
4. I was certified as a professional in digital media sales by the Interactive Advertising Bureau (“IAB”) and I am a co-author of the Digital Media section of Duke Law’s Guidelines and Best Practices—Implementing 2018 Amendments to Rule 23 and the soon to be published George Washington Law School Best Practices Guide to Class Action Litigation.
5. I have given public comment and written guidance to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, broadcast media, digital media, and print publication, in effecting Due Process notice, and I have met with representatives of the Federal Judicial Center to discuss the 2018 amendments to Rule 23 and offered an educational curriculum for the judiciary concerning notice procedures.
6. Prior to joining Angeion’s executive team, I was employed as Director of Class Action services at Kurtzman Carson Consultants, an experienced notice and settlement administrator. Prior to my notice and claims administration experience, I was employed in private law practice.
7. My notice work comprises a wide range of class actions that include data breach, mass disasters, product defect, false advertising, employment discrimination, antitrust, tobacco, banking, firearm, insurance, and bankruptcy cases.
8. I have been at the forefront of infusing digital media, as well as big data and advanced

targeting, into class action notice programs. Courts have repeatedly recognized my work in the design of class action notice programs. A comprehensive summary of judicial recognition Angeion has received is attached hereto as Exhibit A.

9. By way of background, Angeion is an experienced class action notice and claims administration company formed by a team of executives that have had extensive tenures at five other nationally recognized claims administration companies. Collectively, the management team at Angeion has overseen more than 2,000 class action settlements and distributed over \$15 billion to Settlement Class Members. The executive profiles as well as the company overview are available at https://www.angeiongroup.com/our_team.php.

10. As a class action administrator, Angeion has regularly been approved by both federal and state courts throughout the United States and abroad to provide notice of class actions and claims processing services.

11. This declaration will describe the Notice Program that, if approved by the Court, Angeion will implement in this matter, including the considerations that informed the development of the plan and why we believe it will provide due process to the Settlement Classes.

SUMMARY OF THE NOTICE PROGRAM

12. In my professional opinion, the proposed Notice Program is the best notice that is practicable under the circumstances and fully comports with due process and protects the interests of the class and the parties under 735 ILCS 5/2-803. The Notice Program provides for individual direct notice to the Settlement Class Members (including California Settlement Subclass Members) via mail and email, combined with the implementation of a dedicated website and toll-free telephone support to further inform Settlement Class Members of their rights and options pursuant to the terms of the Settlement.

DIRECT NOTICE

13. Angeion has been informed that it will be provided with a list that includes the addresses and email addresses for all or substantially all Settlement Class Members (including California Settlement Subclass Members), as provided to Defendants by the Settlement Class Members upon

purchase of a ticket(s) through the Site to a Cancelled Event(s), Postponed Event(s) or Rescheduled Event(s) (the “Class List”).

Email Notice

14. Within sixty (60) days of the entry of the Preliminary Approval Order, Angeion will cause the Court-approved Emailed Notice of the Settlement to be sent to all valid email addresses on the Class List. Angeion designs email notices to avoid many common “red flags” that might otherwise cause a Settlement Class Member’s spam filter to block or identify the email notice as spam. For example, Angeion does not include attachments like the Published Notice to the Emailed Notice, because attachments are often interpreted by various Internet Service Providers (“ISP”) as spam.

15. Angeion also accounts for the real-world reality that some emails will inevitably fail to be delivered during the initial delivery attempt. Therefore, after the initial noticing campaign is complete, Angeion, after an approximate 24- to 72-hour rest period (which allows any temporary block at the ISP level to expire), causes a second round of email noticing to continue to any email addresses that were previously identified as soft bounces and not delivered. In our experience, this minimizes emails that may have erroneously failed to deliver due to sensitive servers and optimizes delivery.

Mailed Notice

16. Within sixty (60) days of the entry of the Preliminary Approval Order, Angeion will cause the Court-approved Mailed Notice of the Settlement to be mailed to each Settlement Class Member (including each California Settlement Subclass Member) on the Class List described above for whom Angeion is provided with a mailing address, via First-Class U.S. Mail, postage pre-paid.

17. In administering the Notice Program in this action, Angeion will employ the following best practices to increase the deliverability rate of the mailed Notices. Angeion will cause the mailing address information for members of the Settlement Class (including members of the California Settlement Subclass) to be updated utilizing the National Change of Address (“NCOA”) database, which provides updated address information for individuals or entities who have moved during the previous four years and filed a change of address with the USPS.

18. Mailed Notices returned to Angeion by the USPS with a forwarding address will be re-mailed to the new address provided by the USPS, and the class member database will be updated accordingly.

19. Mailed Notices returned to Angeion by the USPS without forwarding addresses will be subjected to an address verification search (commonly referred to as “skip tracing”) utilizing a wide variety of data sources, including public records, real estate records, electronic directory assistance listings, etc., to locate updated addresses.

20. For any Settlement Class Members (including California Settlement Subclass Members) where a new address is identified through the skip trace process, the class member database will be updated with the new address information and a Notice will be re-mailed to that address.

SETTLEMENT WEBSITE & TELEPHONE SUPPORT

21. Within thirty (30) days of the Preliminary Approval Order, Angeion will also implement a case-specific website (“Settlement Website”), where Settlement Class Members (including California Settlement Subclass Members) can easily view general information about the litigation, review relevant Court documents, and view important dates and deadlines pertinent to the class action. The Settlement Website will be designed to be user-friendly and make it easy for Settlement Class Members to find information about the Settlement. The Settlement Website will also have a “Contact Us” page whereby Settlement Class Members (including California Settlement Subclass Members) can send an email with any additional questions to a dedicated email address. Likewise, Settlement Class Members (including California Settlement Subclass Members) will also be able to submit a Cancelled Event Claim Form and/or California Postponed Or Rescheduled Event Claim Form, as applicable, online via the Settlement Website.

22. A toll-free hotline devoted to this case will be implemented to further apprise Settlement Class Members (including California Settlement Subclass Members) of the rights and options pursuant to the terms of the Settlement. The toll-free hotline will utilize an interactive voice response (“IVR”) system to provide Settlement Class Members (including California Settlement Subclass Members) with responses to frequently asked questions and provide essential information

regarding the litigation. This hotline will be accessible 24 hours a day, 7 days a week. The toll-free hotline will allow Settlement Class Members to request that a notice or claim form be mailed to them.

CONCLUSION

23. The Notice Program outlined above includes direct notice to all reasonably identifiable Settlement Class Members (including California Settlement Subclass Members) via mail and email, combined with the implementation of a dedicated Settlement Website and toll-free hotline to further inform Settlement Class Members of their rights and options pursuant to the Settlement.

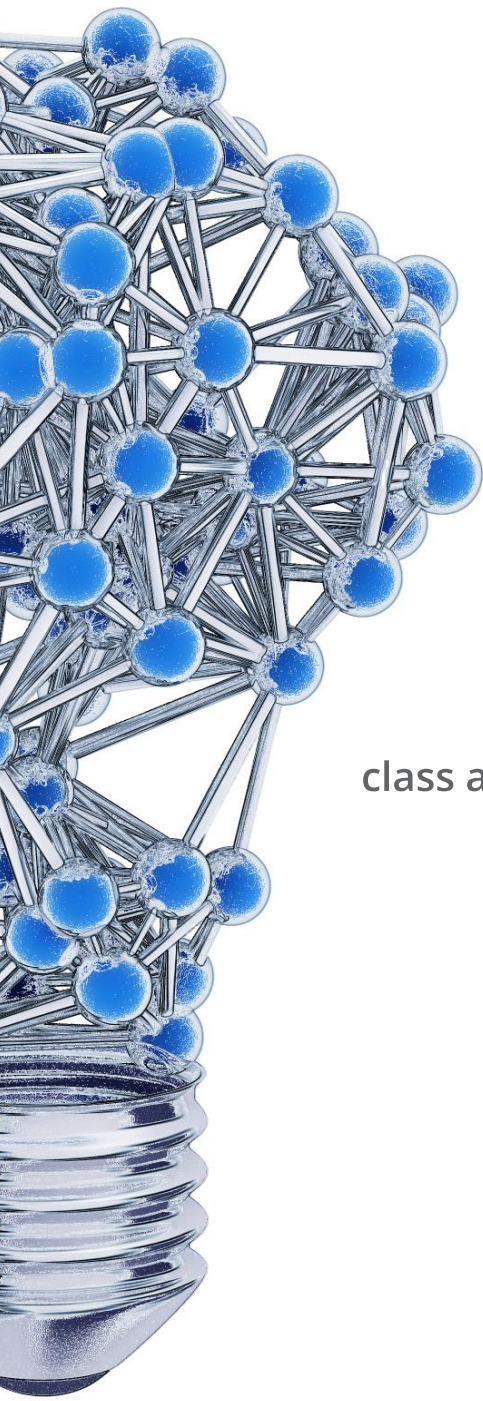
24. In my opinion, I expect the Notice Plan outlined to reach all or substantially all of the Settlement Class Member thereby providing full and proper notice to Settlement Class Members (including California Settlement Subclass Members) before any applicable deadlines. Moreover, it is my opinion that Notice Plan exceeds any requirement for notice under due process and protects the interests of the class and the parties under 735 ILCS 5/2-803. After the Notice Plan has concluded, Angeion will provide a final report verifying its effective implementation.

Dated: June 27, 2022



STEVEN WEISBROT

Exhibit A



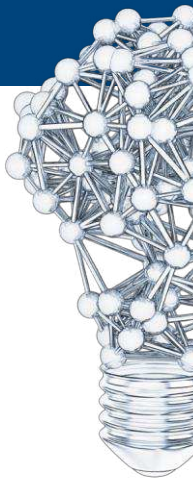
INNOVATION

IT'S PART OF OUR DNA

class action | mass tort | legal noticing | litigation support



Judicial Recognition



IN RE: APPLE INC. DEVICE PERFORMANCE LITIGATION

Case No. 5:18-md-02827

The Honorable Edward J. Davila, United States District Court, Northern District of California (March 17, 2021): Angeion undertook a comprehensive notice campaign...The notice program was well executed, far-reaching, and exceeded both Federal Rule of Civil Procedure 23(c)(2)(B)'s requirement to provide the "best notice that is practicable under the circumstances" and Rule 23(e)(1)(B)'s requirement to provide "direct notice in a reasonable manner."

IN RE: TIKTOK, INC., CONSUMER PRIVACY LITIGATION

Case No. 1:20-cv-04699

The Honorable John Z. Lee, United States District Court, Northern District of Illinois (October 1, 2021): The Court approves, as to form and content, the proposed Class Notices submitted to the Court. The Court finds that the Settlement Class Notice Program outlined in the Declaration of Steven Weisbrot on Settlement Notices and Notice Plan (i) is the best practicable notice; (ii) is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action and of their right to object to or to exclude themselves from the proposed settlement; (iii) is reasonable and constitutes due, adequate and sufficient notice to all persons entitled to receive notice; and (iv) meets all requirements of applicable law, Federal Rule of Civil Procedure 23, and due process.

IN RE: GOOGLE PLUS PROFILE LITIGATION

Case No. 5:18-cv-06164

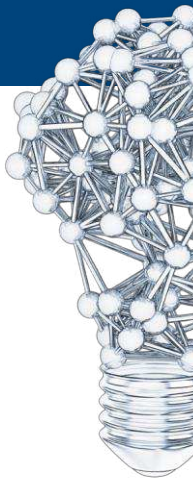
The Honorable Edward J. Davila, United States District Court, Northern District of California (January 25, 2021): The Court further finds that the program for disseminating notice to Settlement Class Members provided for in the Settlement, and previously approved and directed by the Court (hereinafter, the "Notice Program"), has been implemented by the Settlement Administrator and the Parties, and such Notice Program, including the approved forms of notice, is reasonable and appropriate and satisfies all applicable due process and other requirements, and constitutes best notice reasonably calculated under the circumstances to apprise Settlement Class Members...

IN RE: FACEBOOK INTERNET TRACKING LITIGATION

Case No. 5:12-md-02314

The Honorable Edward J. Davila, United States District Court, Northern District of California (March 31, 2022): The Court approves the Notice Plan, Notice of Proposed Class Action Settlement, Claim Form, and Opt-Out Form, which are attached to the Settlement Agreement as Exhibits B-E, and finds that their dissemination substantially in the manner and form set forth in the Settlement Agreement meets the requirements of Federal Rule of Civil Procedure 23 and due process, constitutes the best notice practicable under the circumstances, and is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Actions, the effect of the proposed Settlement (including the releases contained therein), the anticipated Motion for a Fee and Expense Award and for Service Awards, and their rights to participate in, opt out of, or object to any aspect of the proposed Settlement.

JUDICIAL RECOGNITION



CITY OF LONG BEACH v. MONSANTO COMPANY

Case No. 2:16-cv-03493

The Honorable Fernando M. Olguin, United States District Court, Central District of California (March 14, 2022): The court approves the form, substance, and requirements of the class Notice, (Dkt.278-2, Settlement Agreement, Exh. I). The proposed manner of notice of the settlement set forth in the Settlement Agreement constitutes the best notice practicable under the circumstances and complies with the requirements of due process.

STEWART v. LEXISNEXIS RISK DATA RETRIEVAL SERVICES, LLC

Case No. 3:20-cv-00903

The Honorable John A. Gibney Jr., United States District Court, Eastern District of Virginia (February 25, 2022): The proposed forms and methods for notifying the proposed Settlement Class Members of the Settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled to notice...Based on the foregoing, the Court hereby approves the notice plans developed by the Parties and the Settlement Administrator and directs that they be implemented according to the Agreement and the notice plans attached as exhibits.

WILLIAMS v. APPLE INC.

Case No. 3:19-cv-0400

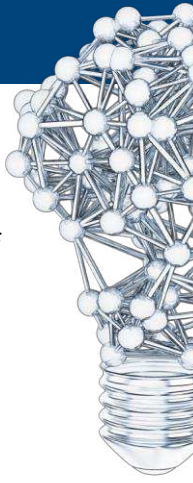
The Honorable Laurel Beeler, United States District Court, Northern District of California (February 24, 2022): The Court finds the Email Notice and Website Notice (attached to the Agreement as Exhibits 1 and 4, respectively), and their manner of transmission, implemented pursuant to the Agreement (a) are the best practicable notice, (b) are reasonably calculated, under the circumstances, to apprise the Subscriber Class of the pendency of the Action and of their right to object to or to exclude themselves from the proposed settlement, (c) are reasonable and constitute due, adequate and sufficient notice to all persons entitled to receive notice, and (d) meet all requirements of applicable law.

CLEVELAND v. WHIRLPOOL CORPORATION

Case No. 0:20-cv-01906

The Honorable Wilhelmina M. Wright, United States District Court, District of Minnesota (December 16, 2021): It appears to the Court that the proposed Notice Plan described herein, and detailed in the Settlement Agreement, comports with due process, Rule 23, and all other applicable law. Class Notice consists of email notice and postcard notice when email addresses are unavailable, which is the best practicable notice under the circumstances...The proposed Notice Plan complies with the requirements of Rule 23, Fed. R. Civ. P., and due process, and Class Notice is to be sent to the Settlement Class Members as set forth in the Settlement Agreement and pursuant to the deadlines above.

JUDICIAL RECOGNITION



RASMUSSEN v. TESLA, INC. d/b/a TESLA MOTORS, INC.

Case No. 5:19-cv-04596

The Honorable Beth Labson Freeman, United States District Court, Northern District of California (December 10, 2021): The Court has carefully considered the forms and methods of notice to the Settlement Class set forth in the Settlement Agreement (“Notice Plan”). The Court finds that the Notice Plan constitutes the best notice practicable under the circumstances and fully satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the requirements of due process, and the requirements of any other applicable law, such that the terms of the Settlement Agreement, the releases provided for therein, and this Court’s final judgment will be binding on all Settlement Class Members.

CAMERON v. APPLE INC.

Case No. 4:19-cv-03074

The Honorable Yvonne Gonzalez Rogers, United States District Court, Northern District of California (November 16, 2021): The parties’ proposed notice plan appears to be constitutionally sound in that plaintiffs have made a sufficient showing that it is: (i) the best notice practicable; (ii) reasonably calculated, under the circumstances, to apprise the Class members of the proposed settlement and of their right to object or to exclude themselves as provided in the settlement agreement; (iii) reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet all applicable requirements of due process and any other applicable requirements under federal law.

RISTO v. SCREEN ACTORS GUILD-AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS

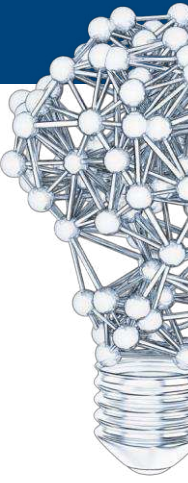
Case No. 2:18-cv-07241

The Honorable Christina A. Snyder, United States District Court, Central District of California (November 12, 2021): The Court approves the publication notice plan presented to this Court as it will provide notice to potential class members through a combination of traditional and digital media that will consist of publication of notice via press release, programmatic display digital advertising, and targeted social media, all of which will direct Class Members to the Settlement website...The notice plan satisfies any due process concerns as this Court certified the class under Federal Rule of Civil Procedure 23(b)(1)...

JENKINS v. NATIONAL GRID USA SERVICE COMPANY, INC.

Case No. 2:15-cv-01219

The Honorable Joanna Seybert, United States District Court, Eastern District of New York (November 8, 2021): Pursuant to Fed. R. Civ. P. 23(e)(1) and 23(c)(2)(B), the Court approves the proposed Notice Plan and procedures set forth at Section 8 of the Settlement, including the form and content of the proposed forms of notice to the Settlement Class attached as Exhibits C-G to the Settlement and the proposed procedures for Settlement Class Members to exclude themselves from the Settlement Class or object. The Court finds that the proposed Notice Plan meets the requirements of due process under the United States Constitution and Rule 23, and that such Notice Plan—which includes direct notice to Settlement Class Members sent via first class U.S. Mail and email; the establishment of a Settlement Website (at the URL, www.nationalgridtcpsettlement.com) where Settlement Class Members can view the full settlement agreement, the detailed long-form notice (in English and Spanish),



and other key case documents; publication notice in forms attached as Exhibits E and F to the Settlement sent via social media (Facebook and Instagram) and streaming radio (e.g., Pandora and iHeart Radio). The Notice Plan shall also include a paid search campaign on search engine(s) chosen by Angeion (e.g., Google) in the form attached as Exhibits G and the establishment of a toll-free telephone number where Settlement Class Members can get additional information—is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

NELLIS v. VIVID SEATS, LLC

Case No. 1:20-cv-02486

The Honorable Robert M. Dow, Jr., United States District Court, Northern District of Illinois (November 1, 2021): The Notice Program, together with all included and ancillary documents thereto, (a) constituted reasonable notice; (b) constituted notice that was reasonably calculated under the circumstances to apprise members of the Settlement Class of the pendency of the Litigation...(c) constituted reasonable, due, adequate and sufficient notice to all Persons entitled to receive notice; and (d) met all applicable requirements of due process and any other applicable law. The Court finds that Settlement Class Members have been provided the best notice practicable of the Settlement and that such notice fully satisfies all requirements of law as well as all requirements of due process.

PELLETIER v. ENDO INTERNATIONAL PLC

Case No. 2:17-cv-05114

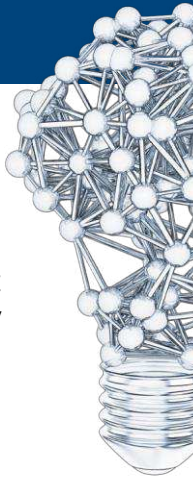
The Honorable Michael M. Baylson, United States District Court, Eastern District of Pennsylvania (October 25, 2021): The Court approves, as to form and content, the Notice of Pendency and Proposed Settlement of Class Action (the “Notice”), the Proof of Claim and Release form (the “Proof of Claim”), and the Summary Notice, annexed hereto as Exhibits A-1, A-2, and A-3, respectively, and finds that the mailing and distribution of the Notice and publishing of the Summary Notice, substantially in the manner and form set forth in ¶¶7-10 of this Order, meet the requirements of Rule 23 and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Persons entitled thereto.

BIEGEL v. BLUE DIAMOND GROWERS

Case No. 7:20-cv-03032

The Honorable Cathy Seibel, United States District Court, Southern District of New York (October 25, 2021): The Court finds that the Notice Plan, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide, due and sufficient notice to the Settlement Class regarding the existence and nature of the Action...and (iii) satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable law.

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QUINTERO v. SAN DIEGO ASSOCIATION OF GOVERNMENTS

Case No. 37-2019-00017834-CU-NP-CTL

The Honorable Eddie C. Sturgeon, Superior Court of the State of California, County of San Diego (September 27, 2021): The Court has reviewed the class notices for the Settlement Class and the methods for providing notice and has determined that the parties will employ forms and methods of notice that constitute the best notice practicable under the circumstances; are reasonably calculated to apprise class members of the terms of the Settlement and of their right to participate in it, object, or opt-out; are reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and meet all constitutional and statutory requirements, including all due process requirements and the California Rules of Court.

HOLVE v. MCCORMICK & COMPANY, INC.

Case No. 6:16-cv-06702

The Honorable Mark W. Pedersen, United States District Court for the Western District of New York (September 23, 2021): The Court finds that the form, content and method of giving notice to the Class as described in the Settlement Agreement and the Declaration of the Settlement Administrator: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action...(c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clause(s) of the United States Constitution.

CULBERTSON T AL. v. DELOITTE CONSULTING LLP

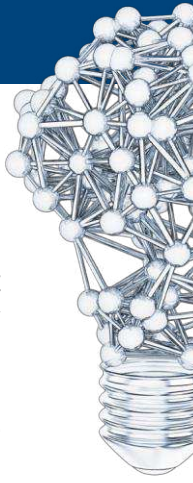
Case No. 1:20-cv-03962

The Honorable Lewis J. Liman, United States District Court, Southern District of New York (August 27, 2021): The notice procedures described in the Notice Plan are hereby found to be the best means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the proposed Settlement Agreement and the Final Approval Hearing to all persons affected by and/or entitled to participate in the Settlement Agreement, in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure and due process of law.

PULMONARY ASSOCIATES OF CHARLESTON PLLC v. GREENWAY HEALTH, LLC

Case No. 3:19-cv-00167

The Honorable Timothy C. Batten, Sr., United States District Court, Northern District of Georgia (August 24, 2021): Under Rule 23(c)(2), the Court finds that the content, format, and method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot filed on July 2, 2021, and the Settlement Agreement and Release, including notice by First Class U.S. Mail and email to all known Class Members, is the best notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and due process.



IN RE: BROILER CHICKEN GROWER ANTITRUST LITIGATION (NO II)

Case No. 6:20-md-02977

The Honorable Robert J. Shelby, United States District Court, Eastern District of Oklahoma (August 23, 2021): The Court approves the method of notice to be provided to the Settlement Class as set forth in Plaintiffs' Motion and Memorandum of Law in Support of Motion for Approval of the Form and Manner of Class Notice and Appointment of Settlement Administrator and Request for Expedited Treatment and the Declaration of Steven Weisbrot on Angeion Group Qualifications and Proposed Notice Plan...The Court finds and concludes that such notice: (a) is the best notice that is practicable under the circumstances, and is reasonably calculated to reach the members of the Settlement Class and to apprise them of the Action, the terms and conditions of the Settlement, their right to opt out and be excluded from the Settlement Class, and to object to the Settlement; and (b) meets the requirements of Federal Rule of Civil Procedure 23 and due process.

ROBERT ET AL. v. AT&T MOBILITY, LLC

Case No. 3:15-cv-03418

The Honorable Edward M. Chen, United States District Court, Northern District of California (August 20, 2021): The Court finds that such Notice program, including the approved forms of notice: (a) constituted the best notice that is practicable under the circumstances; (b) included direct individual notice to all Settlement Class Members who could be identified through reasonable effort, as well as supplemental notice via a social media notice campaign and reminder email and SMS notices; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the nature of this Action ... (d) constituted due, adequate and sufficient notice to all persons entitled to notice; and (e) met all applicable requirements of Federal Rule of Civil Procedure 23, Due Process under the U.S. Constitution, and any other applicable law.

PYGIN v. BOMBAS, LLC

Case No. 4:20-cv-04412

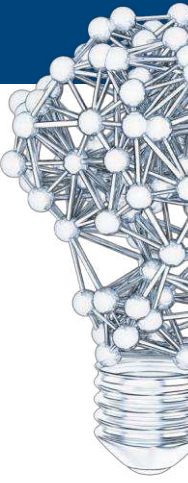
The Honorable Jeffrey S. White, United States District Court, Northern District of California (July 12, 2021): The Court also concludes that the Class Notice and Notice Program set forth in the Settlement Agreement satisfy the requirements of due process and Rule 23 and provide the best notice practicable under the circumstances. The Class Notice and Notice Program are reasonably calculated to apprise Settlement Class Members of the nature of this Litigation, the Scope of the Settlement Class, the terms of the Settlement Agreement, the right of Settlement Class Members to object to the Settlement Agreement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court approves the Class Notice and Notice Program and the Claim Form.

WILLIAMS ET AL. v. RECKITT BENCKISER LLC ET AL.

Case No. 1:20-cv-23564

The Honorable Jonathan Goodman, United States District Court, Southern District of Florida (April 23, 2021): The Court approves, as to form and content, the Class Notice and Internet Notice submitted by the parties (Exhibits B and D to the Settlement Agreement or Notices

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substantially similar thereto) and finds that the procedures described therein meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, and provide the best notice practicable under the circumstances. The proposed Class Notice Plan -- consisting of (i) internet and social media notice; and (ii) notice via an established a Settlement Website -- is reasonably calculated to reach no less than 80% of the Settlement Class Members.

NELSON ET AL. v. IDAHO CENTRAL CREDIT UNION

Case No. CV03-20-00831, CV03-20-03221

The Honorable Robert C. Naftz, Sixth Judicial District, State of Idaho, Bannock County (January 19, 2021): The Court finds that the Proposed Notice here is tailored to this Class and designed to ensure broad and effective reach to it...The Parties represent that the operative notice plan is the best notice practicable and is reasonably designed to reach the settlement class members. The Court agrees.

IN RE: HANNA ANDERSSON AND SALESFORCE.COM DATA BREACH LITIGATION

Case No. 3:20-cv-00812

The Honorable Edward M. Chen, United States District Court, Northern District of California (December 29, 2020): The Court finds that the Class Notice and Notice Program satisfy the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure and provide the best notice practicable under the circumstances.

IN RE: PEANUT FARMERS ANTITRUST LITIGATION

Case No. 2:19-cv-00463

The Honorable Raymond A. Jackson, United States District Court, Eastern District of Virginia (December 23, 2020): The Court finds that the Notice Program...constitutes the best notice that is practicable under the circumstances and is valid, due and sufficient notice to all persons entitled thereto and complies fully with the requirements of Rule 23(c)(2) and the due process requirements of the Constitution of the United States.

BENTLEY ET AL. v. LG ELECTRONICS U.S.A., INC.

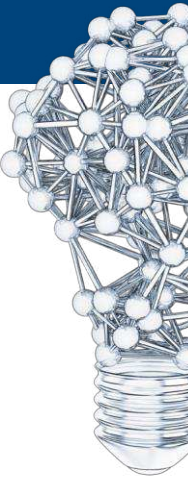
Case No. 2:19-cv-13554

The Honorable Madeline Cox Arleo, United States District Court, District of New Jersey (December 18, 2020): The Court finds that notice of this Settlement was given to Settlement Class Members in accordance with the Preliminary Approval Order and constituted the best notice practicable of the proceedings and matters set forth therein, including the Litigation, the Settlement, and the Settlement Class Members' rights to object to the Settlement or opt out of the Settlement Class, to all Persons entitled to such notice, and that this notice satisfied the requirements of Federal Rule of Civil Procedure 23 and of due process.

IN RE: ALLURA FIBER CEMENT SIDING PRODUCTS LIABILITY LITIGATION

Case No. 2:19-mn-02886

The Honorable David C. Norton, United States District Court, District of South Carolina (December 18, 2020): The proposed Notice provides the best notice practicable under the



circumstances. It allows Settlement Class Members a full and fair opportunity to consider the proposed settlement. The proposed plan for distributing the Notice likewise is a reasonable method calculated to reach all members of the Settlement Class who would be bound by the settlement. There is no additional method of distribution that would be reasonably likely to notify Settlement Class Members who may not receive notice pursuant to the proposed distribution plan.

ADKINS ET AL. v. FACEBOOK, INC.

Case No. 3:18-cv-05982

The Honorable William Alsup, United States District Court, Northern District of California (November 15, 2020): Notice to the class is “reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Mullane v. Central Hanover Bank & Tr. Co.*, 399 U.S. 306, 314 (1965).

IN RE: 21ST CENTURY ONCOLOGY CUSTOMER DATA SECURITY BREACH LITIGATION

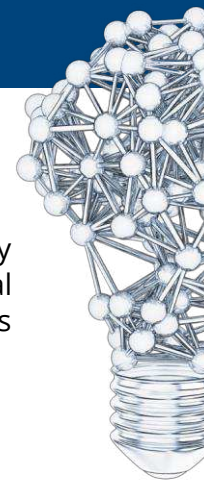
Case No. 8:16-md-02737

The Honorable Mary S. Scriven, United States District Court, Middle District of Florida (November 2, 2020): The Court finds and determines that mailing the Summary Notice and publication of the Settlement Agreement, Long Form Notice, Summary Notice, and Claim Form on the Settlement Website, all pursuant to this Order, constitute the best notice practicable under the circumstances, constitute due and sufficient notice of the matters set forth in the notices to all persons entitled to receive such notices, and fully satisfies the of due process, Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715, and all other applicable laws and rules. The Court further finds that all of the notices are written in plain language and are readily understandable by Class Members.

MARINO ET AL. v. COACH INC.

Case No. 1:16-cv-01122

The Honorable Valerie Caproni, United States District Court, Southern District of New York (August 24, 2020): The Court finds that the form, content, and method of giving notice to the Settlement Class as described in paragraph 8 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clause(s) of the United States Constitution. The Court further finds that all of the notices are written in plain language, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center’s illustrative class action notices.



BROWN v. DIRECTV, LLC

Case No. 2:13-cv-01170

The Honorable Dolly M. Gee, United States District Court, Central District of California (July 23, 2020): Given the nature and size of the class, the fact that the class has no geographical limitations, and the sheer number of calls at issue, the Court determines that these methods constitute the best and most reasonable form of notice under the circumstances.

IN RE: SSA BONDS ANTITRUST LITIGATION

Case No. 1:16-cv-03711

The Honorable Edgardo Ramos, United States District Court, Southern District of New York (July 15, 2020): The Court finds that the mailing and distribution of the Notice and the publication of the Summary Notice substantially in the manner set forth below meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process and constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled to notice.

KJESSLER ET AL. v. ZAAPPAZ, INC. ET AL.

Case No. 4:18-cv-00430

The Honorable Nancy F. Atlas, United States District Court, Southern District of Texas (July 14, 2020): The Court also preliminarily approves the proposed manner of communicating the Notice and Summary Notice to the putative Settlement Class, as set out below, and finds it is the best notice practicable under the circumstances, constitutes due and sufficient notice to all persons and entities entitled to receive such notice, and fully satisfies the requirements of applicable laws, including due process and Federal Rule of Civil Procedure 23.

HESTER ET AL. v. WALMART, INC.

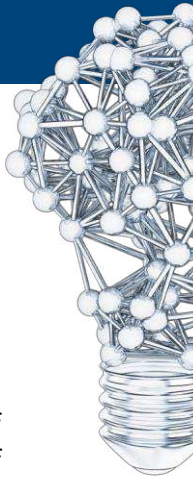
Case No. 5:18-cv-05225

The Honorable Timothy L. Brooks, United States District Court, Western District of Arkansas (July 9, 2020): The Court finds that the Notice and Notice Plan substantially in the manner and form set forth in this Order and the Agreement meet the requirements of Federal Rule of Civil Procedure 23 and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled thereto.

CLAY ET AL. v. CYTOSPORT INC.

Case No. 3:15-cv-00165

The Honorable M. James Lorenz, United States District Court, Southern District of California (June 17, 2020): The Court approves the proposed Notice Plan for giving notice to the Settlement Class through publication, both print and digital, and through the establishment of a Settlement Website, as more fully described in the Agreement and the Claims Administrator's affidavits (docs. no. 222-9, 224, 224-1, and 232-3 through 232-6). The Notice Plan, in form, method, and content, complies with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.



GROGAN v. AARON'S INC.

Case No. 1:18-cv-02821

The Honorable J.P. Boulee, United States District Court, Northern District of Georgia (May 1, 2020): The Court finds that the Notice Plan as set forth in the Settlement Agreement meets the requirements of Fed. R. Civ. P. 23 and constitutes the best notice practicable under the circumstances, including direct individual notice by mail and email to Settlement Class Members where feasible and a nationwide publication website-based notice program, as well as establishing a Settlement Website at the web address of www.AaronsTCPASettlement.com, and satisfies fully the requirements the Federal Rules of Civil Procedure, the U.S. Constitution, and any other applicable law, such that the Settlement Agreement and Final Order and Judgment will be binding on all Settlement Class Members.

CUMMINGS v. BOARD OF REGENTS OF THE UNIVERSITY OF NEW MEXICO, ET AL.

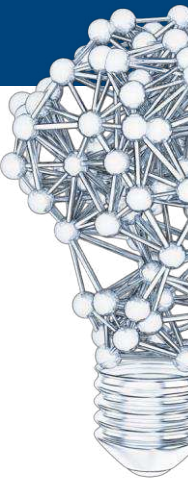
Case No. D-202-CV-2001-00579

The Honorable Carl Butkus, Second Judicial District Court, County of Bernalillo, State of New Mexico (March 30, 2020): The Court has reviewed the Class Notice, the Plan of Allocation and Distribution and Claim Form, each of which it approves in form and substance. The Court finds that the form and methods of notice set forth in the Agreement: (i) are reasonable and the best practicable notice under the circumstances; (ii) are reasonably calculated to apprise Settlement Class Members of the pendency of the Lawsuit, of their rights to object to or opt-out of the Settlement, and of the Final Approval Hearing; (iii) constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet the requirements of the New Mexico Rules of Civil Procedure, the requirements of due process under the New Mexico and United States Constitutions, and the requirements of any other applicable rules or laws.

SCHNEIDER, ET AL. v. CHIPOTLE MEXICAN GRILL, INC.

Case No. 4:16-cv-02200

The Honorable Haywood S. Gilliam, Jr., United States District Court, Northern District of California (January 31, 2020): Given that direct notice appears to be infeasible, the third-party settlement administrator will implement a digital media campaign and provide for publication notice in People magazine, a nationwide publication, and the East Bay Times. SA § IV.A, C; Dkt. No. 205-12 at ¶¶ 13–23. The publication notices will run for four consecutive weeks. Dkt. No. 205 at ¶ 23. The digital media campaign includes an internet banner notice implemented using a 60-day desktop and mobile campaign. Dkt. No. 205-12 at ¶ 18. It will rely on “Programmatic Display Advertising” to reach the “Target Audience,” Dkt. No. 216-1 at ¶ 6, which is estimated to include 30,100,000 people and identified using the target definition of “Fast Food & Drive-In Restaurants Total Restaurants Last 6 Months [Chipotle Mexican Grill],” Dkt. No. 205-12 at ¶ 13. Programmatic display advertising utilizes “search targeting,” “category contextual targeting,” “keyword contextual targeting,” and “site targeting,” to place ads. Dkt. No. 216-1 at ¶¶ 9–12. And through “learning” technology, it continues placing ads on websites where the ad is performing well. Id. ¶ 7. Put simply, prospective Class Members will see a banner ad notifying them of the settlement when they search for terms or websites that are similar to or related to Chipotle, when they browse websites that are categorically relevant to Chipotle (for example, a website related to fast casual dining or Mexican food), and when they browse websites that include a relevant keyword (for example, a fitness



website with ads comparing fast casual choices). Id. ¶¶ 9–12. By using this technology, the banner notice is “designed to result in serving approximately 59,598,000 impressions.” Dkt. No. 205-12 at ¶ 18.

The Court finds that the proposed notice process is “reasonably calculated, under all the circumstances, to apprise all class members of the proposed settlement.” Roes, 944 F.3d at 1045 (citation omitted).

HANLEY v. TAMPA BAY SPORTS AND ENTERTAINMENT LLC

Case No. 8:19-cv-00550

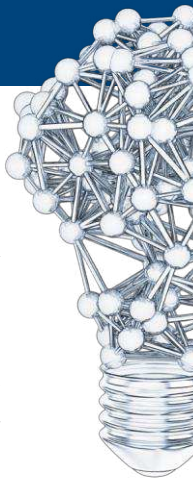
The Honorable Charlene Edwards Honeywell, United States District Court, Middle District of Florida (January 7, 2020): The Court approves the form and content of the Class notices and claim forms substantially in the forms attached as Exhibits A-D to the Settlement. The Court further finds that the Class Notice program described in the Settlement is the best practicable under the circumstances. The Class Notice program is reasonably calculated under the circumstances to inform the Settlement Class of the pendency of the Action, certification of a Settlement Class, the terms of the Settlement, Class Counsel’s attorney’s fees application and the request for a service award for Plaintiff, and their rights to opt-out of the Settlement Class or object to the Settlement. The Class notices and Class Notice program constitute sufficient notice to all persons entitled to notice. The Class notices and Class Notice program satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the Constitutional requirement of Due Process.

CORCORAN, ET AL. v. CVS HEALTH, ET AL.

Case No. 4:15-cv-03504

The Honorable Yvonne Gonzalez Rogers, United States District Court, Northern District of California (November 22, 2019): Having reviewed the parties’ briefings, plaintiffs’ declarations regarding the selection process for a notice provider in this matter and regarding Angeion Group LLC’s experience and qualifications, and in light of defendants’ non-opposition, the Court APPROVES Angeion Group LLC as the notice provider. Thus, the Court GRANTS the motion for approval of class notice provider and class notice program on this basis.

Having considered the parties’ revised proposed notice program, the Court agrees that the parties’ proposed notice program is the “best notice that is practicable under the circumstances.” The Court is satisfied with the representations made regarding Angeion Group LLC’s methods for ascertaining email addresses from existing information in the possession of defendants. Rule 23 further contemplates and permits electronic notice to class members in certain situations. See Fed. R. Civ. P. 23(c)(2)(B). The Court finds, in light of the representations made by the parties, that this is a situation that permits electronic notification via email, in addition to notice via United States Postal Service. Thus, the Court APPROVES the parties’ revised proposed class notice program, and GRANTS the motion for approval of class notice provider and class notice program as to notification via email and United States Postal Service mail.



PATORA v. TARTE, INC.

Case No. 7:18-cv-11760

The Honorable Kenneth M. Karas, United States District Court, Southern District of New York (October 2, 2019): The Court finds that the form, content, and method of giving notice to the Class as described in Paragraph 9 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms of the Proposed Settlement, and their rights under the Proposed Settlement, including but not limited to their rights to object to or exclude themselves from the Proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clauses of the United States Constitution. The Court further finds that all of the notices are written in simple terminology, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

CARTER, ET AL. v. GENERAL NUTRITION CENTERS, INC., and GNC HOLDINGS, INC.

Case No. 2:16-cv-00633

The Honorable Mark R. Hornak, United States District Court, Western District of Pennsylvania (September 9, 2019): The Court finds that the Class Notice and the manner of its dissemination described in Paragraph 7 above and Section VII of the Agreement constitutes the best practicable notice under the circumstances and is reasonably calculated, under all the circumstances, to apprise proposed Settlement Class Members of the pendency of this action, the terms of the Agreement, and their right to object to or exclude themselves from the proposed Settlement Class. The Court finds that the notice is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and any other applicable laws.

CORZINE v. MAYTAG CORPORATION, ET AL.

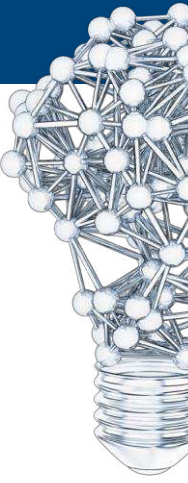
Case No. 5:15-cv-05764

The Honorable Beth L. Freeman, United States District Court, Northern District of California (August 21, 2019): The Court, having reviewed the proposed Summary Notice, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

MEDNICK v. PRECOR, INC.

Case No. 1:14-cv-03624

The Honorable Harry D. Leinenweber, United States District Court, Northern District of Illinois (June 12, 2019): Notice provided to Class Members pursuant to the Preliminary Class Settlement Approval Order constitutes the best notice practicable under the circumstances, including individual email and mail notice to all Class Members who could be identified



through reasonable effort, including information provided by authorized third-party retailers of Precor. Said notice provided full and adequate notice of these proceedings and of the matter set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of F.R.C.P. Rule 23 (e) and (h) and the requirements of due process under the United States and California Constitutions.

GONZALEZ v. TCR SPORTS BROADCASTING HOLDING LLP, ET AL.

Case No. 1:18-cv-20048

The Honorable Darrin P. Gayles, United States District Court, Southern District of Florida (May 24, 2019): The Court finds that notice to the class was reasonable and the best notice practicable under the circumstances, consistent with Rule 23(e)(1) and Rule 23(c)(2)(B).

ANDREWS ET AL. v. THE GAP, INC., ET AL.

Case No. CGC-18-567237

The Honorable Richard B. Ulmer Jr., Superior Court of the State of California, County of San Francisco (May 10, 2019): The Court finds that (a) the Full Notice, Email Notice, and Publication constitute the best notice practicable under the circumstances, (b) they constitute valid, due, and sufficient notice to all members of the Class, and (c) they comply fully with the requirements of California Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

COLE, ET AL. v. NIBCO, INC.

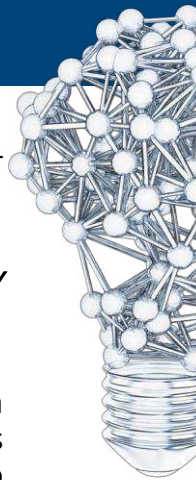
Case No. 3:13-cv-07871

The Honorable Freda L. Wolfson, United States District Court, District of New Jersey (April 11, 2019): The record shows, and the Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order. The Court finds that the Notice Plan constitutes: (i) the best notice practicable to the Settlement Class under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of this..., (iii) due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) notice that fully satisfies the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23, and any other applicable law.

DIFRANCESCO, ET AL. v. UTZ QUALITY FOODS, INC.

Case No. 1:14-cv-14744

The Honorable Douglas P. Woodlock, United States District Court, District of Massachusetts (March 15, 2019): The Court finds that the Notice plan and all forms of Notice to the Class as set forth in the Settlement Agreement and Exhibits 2 and 6 thereto, as amended (the "Notice Program"), is reasonably calculated to, under all circumstances, apprise the members of the Settlement Class of the pendency of this action, the certification of the Settlement Class, the terms of the Settlement Agreement, and the right of members to object to the settlement or to exclude themselves from the Class. The Notice Program is consistent with the



requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

IN RE: CHRYSLER-DODGE-JEEP ECODIESEL MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION

Case No. 3:17-md-02777

The Honorable Edward M. Chen, United States District Court, Northern District of California (February 11, 2019): Also, the parties went through a sufficiently rigorous selection process to select a settlement administrator. See Proc. Guidance for Class Action Sett. ¶ 2; see also Cabraser Decl. ¶¶ 9-10. While the settlement administration costs are significant – an estimated \$1.5 million – they are adequately justified given the size of the class and the relief being provided.

In addition, the Court finds that the language of the class notices (short and long-form) is appropriate and that the means of notice – which includes mail notice, electronic notice, publication notice, and social media “marketing” – is the “best notice...practicable under the circumstances.” Fed. R. Civ. P. 23(c)(2)(B); see also Proc. Guidance for Class Action Sett. ¶¶ 3-5, 9 (addressing class notice, opt-outs, and objections). The Court notes that the means of notice has changed somewhat, as explained in the Supplemental Weisbrot Declaration filed on February 8, 2019, so that notice will be more targeted and effective. See generally Docket No. 525 (Supp. Weisbrot Decl.) (addressing, inter alia, press release to be distributed via national newswire service, digital and social media marketing designed to enhance notice, and “reminder” first-class mail notice when AEM becomes available).

Finally, the parties have noted that the proposed settlement bears similarity to the settlement in the Volkswagen MDL. See Proc. Guidance for Class Action Sett. ¶ 11.

RYSEWYK, ET AL. v. SEARS HOLDINGS CORPORATION and SEARS, ROEBUCK AND COMPANY

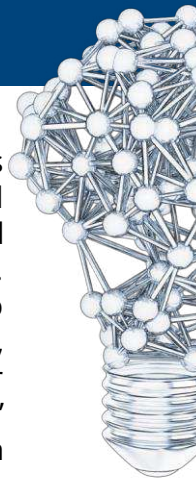
Case No. 1:15-cv-04519

The Honorable Manish S. Shah, United States District Court, Northern District of Illinois (January 29, 2019): The Court holds that the Notice and notice plan as carried out satisfy the requirements of Rule 23(e) and due process. This Court has previously held the Notice and notice plan to be reasonable and the best practicable under the circumstances in its Preliminary Approval Order dated August 6, 2018. (Dkt. 191) Based on the declaration of Steven Weisbrot, Esq. of Angeion Group (Dkt. No. 209-2), which sets forth compliance with the Notice Plan and related matters, the Court finds that the multi-pronged notice strategy as implemented has successfully reached the putative Settlement Class, thus constituting the best practicable notice and satisfying due process.

MAYHEW, ET AL. v. KAS DIRECT, LLC, and S.C. JOHNSON & SON, INC.

Case No. 7:16-cv-06981

The Honorable Vincent J. Briccetti, United States District Court, Southern District of New York (June 26, 2018): In connection with their motion, plaintiffs provide the declaration of Steven Weisbrot, Esq., a principal at the firm Angeion Group, LLC, which will serve as the notice and settlement administrator in this case. (Doc. #101, Ex. F: Weisbrot Decl.) According to Mr.



Weisbrot, he has been responsible for the design and implementation of hundreds of class action administration plans, has taught courses on class action claims administration, and has given testimony to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, and digital media in due process notice. Mr. Weisbrot states that the internet banner advertisement campaign will be responsive to search terms relevant to “baby wipes, baby products, baby care products, detergents, sanitizers, baby lotion, [and] diapers,” and will target users who are currently browsing or recently browsed categories “such as parenting, toddlers, baby care, [and] organic products.” (Weisbrot Decl. ¶ 18). According to Mr. Weisbrot, the internet banner advertising campaign will reach seventy percent of the proposed class members at least three times each. (Id. ¶ 9). Accordingly, the Court approves of the manner of notice proposed by the parties as it is reasonable and the best practicable option for confirming the class members receive notice.

IN RE: OUTER BANKS POWER OUTAGE LITIGATION

Case No. 4:17-cv-00141

The Honorable James C. Dever III, United States District Court, Eastern District of North Carolina (May 2, 2018): The court has reviewed the proposed notice plan and finds that the notice plan provides the best practicable notice under the circumstances and, when completed, shall constitute fair, reasonable, and adequate notice of the settlement to all persons and entities affected by or entitled to participate in the settlement, in full compliance with the notice requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process. Thus, the court approves the proposed notice plan.

GOLDEMBERG, ET AL. v. JOHNSON & JOHNSON CONSUMER COMPANIES, INC.

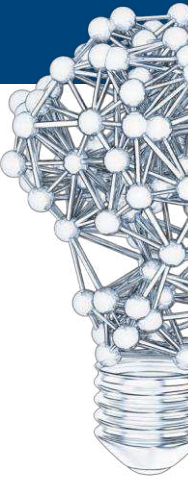
Case No. 7:13-cv-03073

The Honorable Nelson S. Roman, United States District Court, Southern District of New York (November 1, 2017): Notice of the pendency of the Action as a class action and of the proposed Settlement, as set forth in the Settlement Notices, was given to all Class Members who could be identified with reasonable effort, consistent with the terms of the Preliminary Approval Order. The form and method of notifying the Class of the pendency of the Action as a class action and of the terms and conditions of the proposed Settlement met the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and any other applicable law in the United States. Such notice constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

HALVORSON v. TALENTBIN, INC.

Case No. 3:15-cv-05166

The Honorable Joseph C. Spero, United States District Court, Northern District of California (July 25, 2017): The Court finds that the Notice provided for in the Order of Preliminary Approval of Settlement has been provided to the Settlement Class, and the Notice provided to the Settlement Class constituted the best notice practicable under the circumstances, and was in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, the United States Constitution, and any other applicable law. The Notice apprised the members of the Settlement Class of the pendency of the litigation;



of all material elements of the proposed settlement, including but not limited to the relief afforded the Settlement Class under the Settlement Agreement; of the res judicata effect on members of the Settlement Class and of their opportunity to object to, comment on, or opt-out of, the Settlement; of the identity of Settlement Class Counsel and of information necessary to contact Settlement Class Counsel; and of the right to appear at the Fairness Hearing. Full opportunity has been afforded to members of the Settlement Class to participate in the Fairness Hearing. Accordingly, the Court determines that all Final Settlement Class Members are bound by this Final Judgment in accordance with the terms provided herein.

IN RE: ASHLEY MADISON CUSTOMER DATA SECURITY BREACH LITIGATION

MDL No. 2669/Case No. 4:15-md-02669

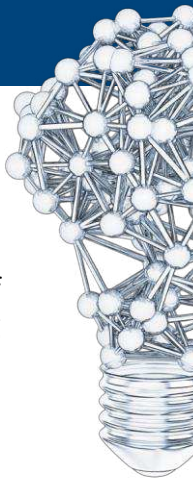
The Honorable John A. Ross, United States District Court, Eastern District of Missouri (July 21, 2017): The Court further finds that the method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot, Esq. on Adequacy of Notice Program, dated July 13, 2017, and the Parties' Stipulation—including an extensive and targeted publication campaign composed of both consumer magazine publications in *People* and *Sports Illustrated*, as well as serving 11,484,000 highly targeted digital banner ads to reach the prospective class members that will deliver approximately 75.3% reach with an average frequency of 3.04—is the best method of notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and all Constitutional requirements including those of due process.

The Court further finds that the Notice fully satisfies Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process; provided, that the Parties, by agreement, may revise the Notice, the Claim Form, and other exhibits to the Stipulation, in ways that are not material or ways that are appropriate to update those documents for purposes of accuracy.

TRAXLER, ET AL. v. PPG INDUSTRIES INC., ET AL.

Case No. 1:15-cv-00912

The Honorable Dan Aaron Polster, United States District Court, Northern District of Ohio (April 27, 2017): The Court hereby approves the form and procedure for disseminating notice of the proposed settlement to the Settlement Class as set forth in the Agreement. The Court finds that the proposed Notice Plan contemplated constitutes the best notice practicable under the circumstances and is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their right to object to the proposed settlement or opt out of the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution and Rules 23(c) and (e). In addition, Class Notice clearly and concisely states in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified Settlement Class; (iii) the claims and issues of the Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the Settlement Class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).



IN RE: THE HOME DEPOT, INC., CUSTOMER DATA SECURITY BREACH LITIGATION

Case No. 1:14-md-02583

The Honorable Thomas W. Thrash Jr., United States District Court, Northern District of Georgia (March 10, 2017): The Court finds that the form, content, and method of giving notice to the settlement class as described in the settlement agreement and exhibits: (a) constitute the best practicable notice to the settlement class; (b) are reasonably calculated, under the circumstances, to apprise settlement class members of the pendency of the action, the terms of the proposed settlement, and their rights under the proposed settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notice is written in plain language, uses simple terminology, and is designed to be readily understandable by settlement class members.

ROY v. TITFLEX CORPORATION t/a GASTITE and WARD MANUFACTURING, LLC

Case No. 384003V

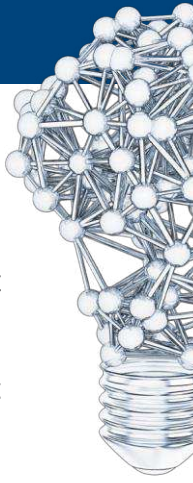
The Honorable Ronald B. Rubin, Circuit Court for Montgomery County, Maryland (February 24, 2017): What is impressive to me about this settlement is in addition to all the usual recitation of road racing litanies is that there is going to be a) a public notice of a real nature and b) about a matter concerning not just money but public safety and then folks will have the knowledge to decide for themselves whether to take steps to protect themselves or not. And that's probably the best thing a government can do is to arm their citizens with knowledge and then the citizens can make decision. To me that is a key piece of this deal. *I think the notice provisions are exquisite* [emphasis added].

IN RE: LG FRONT LOADING WASHING MACHINE CLASS ACTION LITIGATION

Case No. 2:08-cv-00051

The Honorable Madeline Cox Arleo, United States District Court, District of New Jersey (June 17, 2016): This Court further approves the proposed methods for giving notice of the Settlement to the Members of the Settlement Class, as reflected in the Settlement Agreement and the joint motion for preliminary approval. The Court has reviewed the notices attached as exhibits to the Settlement, the plan for distributing the Summary Notices to the Settlement Class, and the plan for the Publication Notice's publication in print periodicals and on the internet, and finds that the Members of the Settlement Class will receive the best notice practicable under the circumstances. The Court specifically approves the Parties' proposal to use reasonable diligence to identify potential class members and an associated mailing and/or email address in the Company's records, and their proposal to direct the ICA to use this information to send absent class members notice both via first class mail and email. The Court further approves the plan for the Publication Notice's publication in two national print magazines and on the internet. The Court also approves payment of notice costs as provided in the Settlement. The Court finds that these procedures, carried out with reasonable diligence, will constitute the best notice practicable under the circumstances and will satisfy.

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FENLEY v. APPLIED CONSULTANTS, INC.

Case No. 2:15-cv-00259

The Honorable Mark R. Hornak, United States District Court, Western District of Pennsylvania (June 16, 2016): The Court would note that it approved notice provisions of the settlement agreement in the proceedings today. That was all handled by the settlement and administrator Angeion. The notices were sent. The class list utilized the Postal Service's national change of address database along with using certain proprietary and other public resources to verify addresses. the requirements of Fed.R.Civ.P. 23(c)(2), Fed.R.Civ.P. 23(e) (I), and Due Process....

The Court finds and concludes that the mechanisms and methods of notice to the class as identified were reasonably calculated to provide all notice required by the due process clause, the applicable rules and statutory provisions, and that the results of ***the efforts of Angeion were highly successful and fulfilled all of those requirements*** [emphasis added].

FUENTES, ET AL. v. UNIRUSH, LLC d/b/a UNIRUSH FINANCIAL SERVICES, ET AL.

Case No. 1:15-cv-08372

The Honorable J. Paul Oetken, United States District Court, Southern District of New York (May 16, 2016): The Court approves, as to form, content, and distribution, the Claim Form attached to the Settlement Agreement as Exhibit A, the Notice Plan, and all forms of Notice to the Settlement Class as set forth in the Settlement Agreement and Exhibits B-D, thereto, and finds that such Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated to, under all circumstances, reasonably apprise members of the Settlement Class of the pendency of the Actions, the terms of the Settlement Agreement, and the right to object to the settlement and to exclude themselves from the Settlement Class. The Parties, by agreement, may revise the Notices and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

IN RE: WHIRLPOOL CORP. FRONTLOADING WASHER PRODUCTS LIABILITY LITIGATION

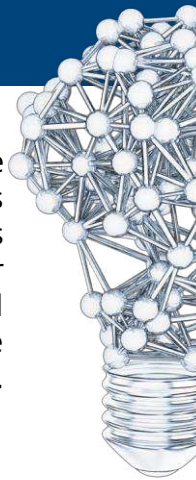
MDL No. 2001/Case No. 1:08-wp-65000

The Honorable Christopher A. Boyko, United States District Court, Northern District of Ohio (May 12, 2016): The Court, having reviewed the proposed Summary Notices, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan for distributing and disseminating each of them will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

SATERIALE, ET AL. v. R.J. REYNOLDS TOBACCO CO.

Case No. 2:09-cv-08394

The Honorable Christina A. Snyder, United States District Court, Central District of California (May 3, 2016): The Court finds that the Notice provided to the Settlement Class pursuant to



the Settlement Agreement and the Preliminary Approval Order has been successful, was the best notice practicable under the circumstances and (1) constituted notice that was reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Action, their right to object to the Settlement, and their right to appear at the Final Approval Hearing; (2) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (3) met all applicable requirements of the Federal Rules of Civil Procedure, Due Process, and the rules of the Court.

FERRERA, ET AL. v. SNYDER'S-LANCE, INC.

Case No. 0:13-cv-62496

The Honorable Joan A. Lenard, United States District Court, Southern District of Florida (February 12, 2016): The Court approves, as to form and content, the Long-Form Notice and Short-Form Publication Notice attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits 1 and 2 to the Stipulation of Settlement. The Court also approves the procedure for disseminating notice of the proposed settlement to the Settlement Class and the Claim Form, as set forth in the Notice and Media Plan attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits G. The Court finds that the notice to be given constitutes the best notice practicable under the circumstances, and constitutes valid, due, and sufficient notice to the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution.

IN RE: POOL PRODUCTS DISTRIBUTION MARKET ANTITRUST LITIGATION

MDL No. 2328/Case No. 2:12-md-02328

The Honorable Sarah S. Vance, United States District Court, Eastern District of Louisiana (December 31, 2014): To make up for the lack of individual notice to the remainder of the class, the parties propose a print and web-based plan for publicizing notice. The Court welcomes the inclusion of web-based forms of communication in the plan. The Court finds that the proposed method of notice satisfies the requirements of Rule 23(c)(2)(B) and due process. The direct emailing of notice to those potential class members for whom Hayward and Zodiac have a valid email address, along with publication of notice in print and on the web, is reasonably calculated to apprise class members of the settlement. Moreover, the plan to combine notice for the Zodiac and Hayward settlements should streamline the process and avoid confusion that might otherwise be caused by a proliferation of notices for different settlements. Therefore, the Court approves the proposed notice forms and the plan of notice.

SOTO, ET AL. v. THE GALLUP ORGANIZATION, INC.

Case No. 0:13-cv-61747

The Honorable Marcia G. Cooke, United States District Court, Southern District of Florida (June 16, 2015): The Court approves the form and substance of the notice of class action settlement described in ¶ 8 of the Agreement and attached to the Agreement as Exhibits A, C and D. The proposed form and method for notifying the Settlement Class Members of the settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall

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constitute due and sufficient notice to all persons and entities entitled to the notice. The Court finds that the proposed notice is clearly designed to advise the Settlement Class Members of their rights.

OTT v. MORTGAGE INVESTORS CORPORATION OF OHIO, INC.

Case No. 3:14-cv-00645

The Honorable Janice M. Stewart, United States District Court, District of Oregon (July 20, 2015): The Notice Plan, in form, method, and content, fully complies with the requirements of Rule 23 and due process, constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all persons entitled thereto. The Court finds that the Notice Plan is reasonably calculated to, under all circumstances, reasonably apprise the persons in the Settlement Class of the pendency of this action, the terms of the Settlement Agreement, and the right to object to the Settlement and to exclude themselves from the Settlement Class.

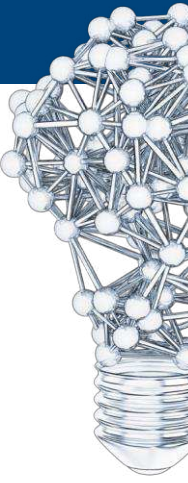


EXHIBIT 6

Preliminary Approval Order

**IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS, LAW DIVISION**

JOHN SHANKULA, JASON INGMAN;
COURTNEY HASCOM, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

TICKETSONSALE.COM, LLC, a Delaware
limited liability company; TICKET
FULFILLMENT SERVICES LP, a Delaware
limited partnership; and DOES 1-10
inclusive,

Defendants.

CASE NO. 2022LA000282

Judge Angelo J. Kappas

**[PROPOSED]
ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

This matter, having come to be heard on Plaintiffs' Unopposed Motion for Preliminary Approval of Proposed Class Action Settlement (the "Motion"), the Court being fully advised and having duly considered the papers and arguments of Counsel and all other papers that have been filed with the Court related to the Settlement Agreement, **HEREBY FINDS, CONCLUDES AND ORDERS THE FOLLOWING:**

1. Except as otherwise provided below, all capitalized terms used in this Preliminary Approval Order shall have the meanings or definitions given to them in the Settlement Agreement.
2. The Parties have agreed to a class action settlement of all Released Claims. Plaintiffs seek—and for purposes of settlement only, Defendants do not object to—certification of a Settlement Class defined as follows:

All Persons residing in the United States, its territories, or Canada who at any time on or before the Preliminary Approval Date purchased a ticket through the Site or either Defendant to an event that subsequently became a Cancelled Event, a Postponed Event and/or a Rescheduled Event.

Specifically excluded are the following Persons:

- (i) TOS and its subsidiaries and affiliates, employees, officers, directors, agents, and representatives;
- (ii) TFS and its subsidiaries and affiliates, employees, officers, directors, agents, and representatives;
- (iii) Class Counsel;
- (iv) The judges who have presided over the Litigation; and
- (v) All Persons who have timely elected to become Opt Outs from the Settlement Class in accordance with the Court's orders.

3. The Parties further stipulate to certification, for settlement purposes only, of the

California Settlement Subclass as follows:

All Persons residing in the United States, its territories, or Canada who at any time on or before the Preliminary Approval Date purchased a ticket through the Site or either Defendant to an event that subsequently became a Cancelled Event, a Postponed Event and/or a Rescheduled Event and who resided in the State of California at the time they purchased a ticket to the Cancelled Event, Postponed Event and/or Rescheduled Event.

Specifically excluded are the following Persons:

- (i) TOS and its subsidiaries and affiliates, employees, officers, directors, agents and representatives;
- (ii) TFS and its subsidiaries and affiliates, employees, officers, directors, agents and representatives;
- (iii) Class Counsel;
- (iv) The judges who have presided over the Litigation; and
- (v) All Persons who have timely elected to become Opt Outs from the Settlement Class in accordance with the Court's orders.

4. For purposes of settlement only, the Court finds that the prerequisites to class action treatment have been preliminarily satisfied.

Likely Approval As Fair, Reasonable And Adequate

5. Approval of a class action settlement should be given if the settlement offer is fair, reasonable and adequate. When assessing the fairness of a proposed settlement, some of the factors the trial judge should consider include: (1) the strength of the case for plaintiffs on the merits, balanced against the money or other relief offered in settlement; (2) the defendant's ability to pay; (3) the complexity, length and expense of further litigation; (4) the amount of opposition to the settlement; (5) the presence of collusion in reaching a settlement; (6) the reaction of members of the class to the settlement; (7) the opinion of competent counsel; and (8) the stage of proceedings and the amount of discovery completed. See City of Chicago v. Korshak, 206 Ill. App. 3d 968, 972 (1990). The Court has considered these factors and finds that the Settlement Agreement and all exhibits attached thereto or to the Motion are fair, reasonable and adequate.

6. Here, the terms of the Settlement Agreement are preliminarily approved as fair, reasonable and adequate. There is no question that the Parties are at arm's length. The Settlement appears to be the result of extensive, non-collusive, arm's-length negotiations between experienced counsel who were thoroughly informed of the strengths and weaknesses of the case through mediation-related discovery and whose negotiations were supervised by respected class action mediator the Honorable Wayne R. Andersen (Ret.).

7. The Settlement provides adequate relief to the proposed Settlement Class. Settlement Class Members (including California Settlement Subclass Members) who purchased a ticket(s) to Cancelled Events and held the ticket(s) at the time the event became a Cancelled Event have already received a Credit on TicketsOnSale.com that they can use toward the purchase of tickets to future events. As part of the Settlement and without these Settlement Class Members taking any action, the expiration date for all such active, non-expired Credits shall be extended, such that those Credits will be valid for use toward the purchase of tickets through

TicketOnSale.com through December 31, 2022. If Settlement Class Members (including California Settlement Subclass Members) purchased tickets to Cancelled Events and held those tickets at the time the events became Cancelled Events instead prefer a cash payment equal to the Purchase Price of the tickets to Cancelled Events, less any sums already paid to the Settlement Class Member or any sums spent in Credit by the Settlement Class Member, the Settlement gives them the option to instead request a cash payment from a \$4.1 million Cash Fund to be paid by Defendants. For Settlement Class Members (including California Settlement Subclass Members) who purchased and hold tickets to a Postponed Event or a Rescheduled Event, if that Postponed Event or Rescheduled Event becomes cancelled and the Settlement Class Members still hold the tickets to the Postponed Event or Rescheduled Event at the time it is cancelled, those Settlement Class Members will have a choice between a Credit and a cash payment. Specifically, Defendants agree as follows: once the Postponed Event or Rescheduled Event becomes cancelled, those Settlement Class Members will automatically be entitled to a Credit equal to 120% of the total of Purchase Price of the ticket to the Postponed or Rescheduled Event less any sums already paid or any sums spent in Credit. That Credit will be valid through December 31, 2022, and these Settlement Class Members will not have to take any action to receive the benefit. If these Settlement Class Members instead prefer a cash payment of their ticket purchases, they will instead have the option to request a cash payment equal to the Purchase Price of the ticket, less any sums already paid to the Settlement Class Member or any sums spent in Credit by the Settlement Class Member, by requesting that cash payment from _____ within twenty-one (21) Days of receiving notice that the Postponed Event or Rescheduled Event has been cancelled. In addition to the foregoing relief, California Settlement Subclass Members who hold ticket(s) to yet-to-occur Postponed Event(s) or Rescheduled Event(s) will have the option to: (i) retain their ticket(s) to the

Postponed Event(s) or Rescheduled Event(s); or (ii) request a cash payment equal to the Purchase Price of the ticket(s) to the yet-to-occur Postponed Event(s) or Rescheduled Event(s) that the California Settlement Subclass Member purchased while residing in California, less any sums already paid to the California Settlement Subclass Member or any sums spent in Credit by the California Settlement Subclass Member. In light of the complexity, length and expense of further litigation, as well as the strength of the case for plaintiffs on the merits, this relief is at least adequate for settlement purposes. If the Settlement had not been reached, the Parties planned to vigorously contest Defendants' expected motion to compel arbitration on a non-class basis and motion to dismiss, as well as class certification, and Plaintiffs' chances at trial also would have been uncertain.

8. There is no reason to doubt the effectiveness of distributing relief under the Settlement. As further addressed below, the Parties propose a Notice Program reasonably calculated to reach nearly all members of the proposed Settlement Class (including the California Settlement Subclass), who will be able to submit claims for cash payments online or by mail if they purchased tickets to Cancelled Events and held those tickets at the time the events became Cancelled Events or if they are members of the California Settlement Subclass and purchased tickets to yet-to-occur Postponed Event(s) or Rescheduled Event(s), and those claims will be processed by an experienced claims administrator, as further addressed below. Members of the proposed Settlement Class (including the California Settlement Subclass Members) who purchased tickets to Cancelled Events and held those tickets at the time the events became Cancelled Events will otherwise receive an extension of the expiration date of all active, non-expired Credits toward the purchase of tickets to future events through December 31, 2022 without the need to take any action. Members of the proposed Settlement Class (including California

Settlement Subclass) who purchased and hold tickets to Postponed Events or Rescheduled Events will be offered the option of a Credit or cash payment should those events be cancelled and the member of the proposed Settlement Class holds the ticket on the date of cancellation without the need to take any action now.

9. No agreements exist between the Parties aside from the Settlement, with the exception of an agreement described generally in the Settlement that allows Defendants and Class Counsel to terminate the Settlement in certain defined circumstances.

10. The Settlement treats members of the proposed Settlement Class (including California Settlement Subclass) equitably relative to each other. All members of the proposed Settlement Class (including members of the California Settlement Subclass) who purchased tickets to Cancelled Events and held those tickets at the time the events became Cancelled Events may select from the same options: an extension of their active, non-expired Credit or a cash payment. All members of the proposed Settlement Class (including members of the California Settlement Subclass) who hold tickets to a Postponed or a Rescheduled Event will be automatically be entitled to a Credit equal to 120% of the total of the Purchase Price of the ticket to the Postponed Event or Rescheduled Event less any sums already paid to the Settlement Class Member or any sums spent in Credit by the Settlement Class Member, in the event that the Postponed Event or Rescheduled Event becomes cancelled and the Settlement Class Member still holds the ticket to the Postponed Event or Rescheduled Event at the time it is cancelled. The Credit may be used toward the purchase of tickets to events through TicketsOnSale.com. In lieu of the foregoing Credit option, however, Settlement Class Members (including California Settlement Subclass Members) who purchased and hold a ticket to a Postponed Event or a Rescheduled Event may instead request from _____ within twenty-one (21) Days of receipt of a notice that the Postponed Event

or Rescheduled Event has been cancelled a cash payment equal to the Purchase Price of the ticket to the Postponed Event or Cancelled Event, less any sums already paid to the Settlement Class Member or any sums spent in Credit by the Settlement Class Member. In addition, all California Settlement Subclass Members who hold any ticket(s) to any yet-to-occur Postponed Event(s) or Rescheduled Event(s) will have the option to: (i) retain their ticket(s) to the Postponed Event(s) or Rescheduled Event(s); or (ii) request a cash payment equal to the Purchase Price of the ticket(s) to the Purchase Price of the ticket(s) to the yet-to-occur Postponed Event(s) or Rescheduled Event(s) that the California Settlement Subclass Member purchased while residing in California, less any sums already paid to the California Settlement Subclass Member or any sums spent in Credit by the California Settlement Subclass Member. This relief is equitable in light of the claims asserted on behalf of the California Settlement Subclass Members under California state law.

11. Having thoroughly reviewed the Settlement Agreement, the supporting exhibits and the Settling Parties' arguments, this Court finds that the Settlement is fair, reasonable and adequate to warrant providing notice to the Settlement Class (including the California Settlement Subclass), and thus likely to be approved, subject to further consideration at the Final Approval Hearing to be conducted as described below.

Likely Certification Of Settlement Class

12. Certification of a class action in Illinois is governed by 735 ILCS 5/2-801. Section 2-801 contains four prerequisites in order to maintain a class action: (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of fact and law common to the class that predominate over any questions affecting only individual members; (3) the representative parties will fairly and adequately protect the interests of the class; and (4) the class action is an appropriate method for the fair and efficient adjudication of the controversy.

13. The proposed Settlement Class (including the California Settlement Subclass) is sufficiently numerous, because Defendants' records show thousands of customers in the United States, its territories and Canada purchased tickets through the Site or either Defendant on or before the Preliminary Approval Date (i.e., _____) to Cancelled Events, Postponed Events or Rescheduled Events, all of whom would be members of the Settlement Class and California Settlement Subclass.

14. Resolution of the Litigation would depend on the common answers to common questions, such as: which ticketed events have been cancelled, postponed, or rescheduled; whether and under what circumstances either Defendant promised in its terms of use to provide cash payments equal to the prices of tickets; whether either Defendant knew or should have known they could not honor any promise to provide cash payments equal to the prices of tickets in the event of circumstances, like the COVID-19 pandemic, etc. These common questions predominate over individual issues, because key elements of Plaintiffs' claims are the purchase of a ticket to a Cancelled Event, Postponed Event or Rescheduled Event through the Site or either Defendant and the alleged failure on the part of Defendants to provide a cash payment equal to the price of those tickets.

15. The proposed Settlement Class representatives and Class Counsel will fairly and adequately protect the interests of the proposed Settlement Class (including the California Settlement Subclass).

16. This Settlement is an appropriate method for the fair and efficient adjudication of the controversy. Members of the proposed Settlement Class (including the California Settlement Subclass) purchased a small number of individual tickets and may not have suffered sufficient damages to justify the costs of litigation. The Settlement ensures that all Settlement Class

Members (including California Settlement Subclass Members) will have the opportunity to be compensated through a Credit or cash payment.

17. For these reasons, pursuant to Section 2-801, and for settlement purposes only, the Court finds it will likely certify the Settlement Class (including the California Settlement Subclass) defined above in Paragraphs 2 and 3 of this Order. This finding is subject to further consideration at the Final Approval Hearing to be conducted as described below.

18. The Court hereby preliminarily appoints the Plaintiffs as representatives of the Settlement Class (including the California Settlement Subclass). The Court hereby preliminarily appoints Abbas Kazerounian, Esq. of Kazerouni Law Group, APC, and Todd M. Friedman, Esq. of the Law Offices of Todd M. Friedman, P.C. as Class Counsel for the Settlement Class (including the California Settlement Subclass).

19. In any final approval order issued after the Final Approval Hearing, the Court will bar and permanently enjoin all Settlement Class Members (including California Settlement Subclass Members) who have not been properly excluded from the Settlement Class (including California Settlement Subclass) from (a) filing, commencing, prosecuting, intervening in or participating (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration or other proceeding in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims and (b) organizing Settlement Class Members (including California Settlement Subclass Members) who have not been excluded from the Settlement Class (including California Settlement Subclass) into a separate class for purposes of pursuing as a purported class action any lawsuit or arbitration or other proceeding (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action) based on, relating to, or arising

out of the claims and causes of action in, or the facts and circumstances giving rise to, the Litigation or the Released Claims, except that Settlement Class Members (including California Settlement Subclass Members) are not precluded from participating in any investigation or suit initiated by a state, provincial or federal agency.

Approval Of The Manner And Form Of Notice

20. Having preliminarily approved the Settlement, the Court “may order such notice that it deems necessary to protect the interests of the class and the parties.” 735 ILCS 5/2-803. The Parties have submitted three proposed forms of Class Notice: an Emailed Notice, a Mailed Notice and a Published Notice, each of which is attached to Plaintiffs’ Memorandum in Support of their Motion as Exhibits 3, 4 and 7. A plan for distributing these notices, attached to Plaintiffs’ Motion as Exhibit 5, has also been submitted to the Court. Under the terms of the Settlement Agreement and as detailed in these exhibits and the Motion, the Parties propose to mail the Mailed Notice to all potential Settlement Class Members (including California Settlement Subclass Members), at each Settlement Class Member’s last known address as provided to Defendants upon purchase of a ticket through the Site or either Defendant or, at an alternative, readily-ascertainable address by First-Class Mail, postage prepaid. The Parties also propose to email the Emailed Notice to all potential Settlement Class Members (including California Settlement Subclass Members) at the email address that they provided to Defendants upon purchase of a ticket through the Site or either Defendant. In addition, the Settling Parties will direct the Settlement Administrator to create a Settlement Website where the Published Notice, Cancelled Event Claim Form and California Postponed Or Rescheduled Event Claim Form will be available.

21. Having reviewed these exhibits and the proposed Notice Program, the Court finds that the Parties’ proposed plan for providing notice to Settlement Class Members (including California Settlement Subclass Members) (a) is reasonable and constitutes due, adequate and

sufficient notice to all Persons entitled to receive notice; (b) is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Litigation and of their right to object to or to exclude themselves from the Settlement; and (c) meets all applicable requirements of applicable law. The Notice Program satisfies the requirements of Section 2-803 and due process. The Court therefore approves the Notice Program and the notice documents substantially in the form attached as the exhibits to Plaintiffs' Motion.

22. Angeion Group ("Angeion") has been selected to serve as the Settlement Administrator under the terms of the Settlement. The Court hereby appoints Angeion to serve as the Settlement Administrator, to be supervised jointly by the Parties in taking the actions ordered below and performing any other duties of the Settlement Administrator provided for in the Settlement Agreement.

23. Accordingly, the Court hereby ORDERS as follows:

a. Promptly after the entry of this Order, the Parties will direct the Settlement Administrator to issue the Class Notice and administer the Notice Program, receive and appropriately respond to all claims submitted by a member of the Settlement Class and to otherwise administer the Settlement Agreement.

b. The Settlement Administrator will (1) assign personnel to manage the settlement implementation process, including the Notice Program, (2) establish a toll-free telephone number that members of the Settlement Class (including the California Settlement Subclass) may call to obtain information, (3) establish a mailing address to which members of the Settlement Class (including the California Settlement Subclass) can send claims as well as a process for filing claims electronically, and (4) create a Settlement Website containing information about the Settlement, including the

Published Notice, Cancelled Event Claim Form and California Postponed Or Rescheduled Event Claim Form, for download or electronic submission. All costs and expenses related to the administration of the Settlement, including providing the Class Notice to the Settlement Class (including California Settlement Subclass), will be paid exclusively from the Cash Fund.

c. Within sixty (60) Days of the entry of this Order, the Settlement Administrator will mail the Court-approved Mailed Notice (Exhibit 4) to potential Settlement Class Members (including California Settlement Subclass Members), at each Settlement Class Member's last known address as provided to Defendants upon purchase of a ticket through the Site or either Defendant or, as an alternative, readily-ascertainable address by First-Class Mail, postage prepaid.

d. Within sixty (60) Days of the entry of this Order, the Settlement Administrator shall email or cause to be emailed the Emailed Notice to all potential Settlement Class Members (including California Settlement Subclass Members) at the email address that they provided to Defendants upon purchase of a ticket through the Site or either Defendant.

e. The Settlement Administrator will perform a national change of address search and forward notices that are returned by the United States Postal Service with a forwarding address. Following receipt of any returned notices that do not include a forwarding address, the Settlement Administrator shall as soon as practicable (itself or through an appropriate vendor) research such returned mail for more accurate addresses and promptly mail copies of the applicable notice to any more accurate addresses so found.

f. Within thirty (30) Days of the entry of this Order, the Settlement Administrator will cause the Settlement Website located at www.ticketmarketplacesettlement.com to be updated to provide information and relevant documents related to the Settlement, including but not limited to, the following: applicable deadlines; Published Notice; Mailed Notice; Emailed Notice; orders of the Court pertaining to the Settlement; the Settlement Agreement; and contact addresses for questions. The Settlement Website shall be rendered inactive sixty (60) Days after the Effective Date or sixty (60) Days after all issues and disputes regarding the validity of a Cancelled Event Claim Form or California Postponed Or Rescheduled Event Claim Form and the amount, if any, to be paid on each claim have been resolved, whichever is later. Class Counsel and Defense Counsel shall agree on all information and documents to be posted on the Settlement Website.

g. As appropriate, Class Counsel, Defendants and/or the Settlement Administrator shall provide a declaration to the Court attesting to the Notice Program and all measures undertaken to provide notice of the Settlement to the Settlement Class (including the California Settlement Subclass) no later than twenty-one (21) Days before the Final Approval Hearing.

h. The Settlement Administrator shall receive, evaluate and either approve or disapprove Cancelled Event Claim Forms and California Postponed Or Rescheduled Event Claim Forms under the requirements of the Settlement. The Settlement Administrator shall send a notice of claim denial by First-Class Mail to each Settlement Class Member (including each California Settlement Subclass Member) who submitted a Cancelled Event Claim Form or California Postponed Or Rescheduled Event Claim

Form that the Settlement Administrator determines not to be a valid claim. The Settlement Administrator shall not review or pay any claims for monetary compensation submitted by a member of the Settlement Class (including the California Settlement Subclass) after the Claim Deadline.

i. Prior to paying any approved claim, the Settlement Administrator shall inform Defendants of the approved payment amount so that Defendants can provide the Settlement Administrator any updated information on amounts paid to or spent in Credit by the Settlement Class Member (including a California Settlement Subclass Member), so that Defendants can adjust or update the account of the Settlement Class Member (including a California Settlement Subclass Member) to accurately reflect the amount of Credit to which the Settlement Class Member (including a California Settlement Subclass Member) shall be entitled and so that, as applicable, the Defendants can verify that the California Settlement Subclass Member has relinquished ownership to the ticket(s) to the Postponed Event or Rescheduled Event.

j. Approved claims submitted via valid Cancelled Event Claim Forms shall be paid from the Cash Fund while claims submitted via valid California Postponed Or Rescheduled Event Claim Forms shall be paid using funds provided by Defendants to the Settlement Administrator separate from those in the Cash Fund. All costs incurred by the Settlement Administrator to administer the foregoing relief shall be paid out of the Cash Fund.

k. The Settlement Administrator shall forward any objections to the Settlement received from Settlement Class Members (including California Settlement Subclass members) to Class Counsel and Defense Counsel.

1. The Settlement Administrator shall provide the Opt-Out List together with copies of each Request for Exclusion to Class Counsel and Defense Counsel not later than seven (7) business Days after the deadline for submission of Requests for Exclusion. Class Counsel and Defense Counsel shall submit the names appearing on the Opt-Out List to the Court under seal at the time of the Final Approval Hearing.

Participation In, Exclusion from, Or Objection To The Settlement

24. Each form described in this section shall be deemed to be submitted when postmarked or when electronically received by the Settlement Administrator if submitted electronically.

25. Settlement Class Members (including California Settlement Subclass Members) who purchased a ticket(s) to a Cancelled Event(s) and held that ticket(s) at the time the event(s) became Cancelled Event(s) and who wish to receive a cash payment for that ticket(s) under the Settlement must complete, sign and submit a Cancelled Event Claim Form in accordance with the instructions contained therein. All Cancelled Event Claim Forms must be submitted or postmarked no later than ninety (90) Days after the Notice Date.

26. California Settlement Subclass Members who hold a ticket(s) to any yet-to-occur Postponed Event(s) or Rescheduled Event(s) and who wish to receive a cash payment for that ticket(s) under the Settlement must complete, sign and submit a California Postponed Or Rescheduled Event Claim Form in accordance with the instructions contained therein. All California Postponed Or Rescheduled Event Claim Forms must be submitted or postmarked no later than ninety (90) Days after the Notice Date.

27. In order to be eligible to receive a cash payment, a member of the Settlement Class (including a California Settlement Subclass Member) must submit or postmark a completed and signed Cancelled Event Claim Form (or, for California Settlement Subclass Members who hold

any ticket(s) to any yet-to-occur Postponed Event(s) or Rescheduled Event(s), a California Postponed Or Rescheduled Event Claim Form) by the Claim Deadline. In addition, California Settlement Subclass Members must (i) return the valid ticket(s) to the yet-to-occur Postponed Event or Rescheduled Event to claims@ticketsonsale.com prior to the Claim Deadline, and (ii) submit to the Settlement Administrator a completed and signed California Postponed Or Rescheduled Event Claim Form prior to the Claim Deadline.

28. Members of the Settlement Class (including the California Settlement Subclass) who wish to exclude themselves from (i.e., opt out of) the Settlement must send a Request for Exclusion that:

a. Has the signature of the member of the Settlement Class, even if represented by counsel. If the member of the Settlement Class is an entity and not an individual, the Request for Exclusion must be signed by an officer or director of the entity with authority to act on behalf of that entity. If the member of the Settlement Class is represented by counsel, the Request for Exclusion shall also be signed by that attorney;

b. States the name, address and telephone number of the Person requesting exclusion;

c. Identifies all of the Cancelled Events, Postponed Events and/or Rescheduled Events to which the Person purchased tickets through the Site or either Defendant and the date on which each event was originally scheduled to occur; and

d. Contains a clear and unambiguous statement communicating that such Person elects to be excluded from the Settlement Class, does not wish to be a

Settlement Class Member and elects to be excluded from any judgment entered pursuant to the Settlement.

29. Members of the Settlement Class (including the California Settlement Subclass) may opt out on an individual basis only; so-called “mass” or “class” opt outs are not allowed.

30. Members of the Settlement Class (including the California Settlement Subclass) who wish to be excluded from the Settlement Class (including the California Settlement Subclass) must do so with respect to all tickets to Cancelled Events, Postponed Events, and Rescheduled Events that they purchased. Members of the Settlement Class (including the California Settlement Subclass) may not exclude themselves from the Settlement Class (including the California Settlement Subclass) with respect to one or more tickets while seeking relief through the Settlement with respect to other tickets.

31. All Requests for Exclusion must be submitted no later than forty-five (45) Days after the Notice Date. Any member of the Settlement Class (including the California Settlement Subclass) who submits a timely Request for Exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under the Settlement Agreement.

32. Any Settlement Class Member (including the California Settlement Subclass) who fails to submit a timely and complete Request for Exclusion sent to the proper address shall be subject to and bound by the Settlement and every order or judgment entered pursuant to the Settlement. Any purported Request for Exclusion or other communication sent to such address that is unclear or internally inconsistent with respect to the desire of the member of the Settlement Class (including the California Settlement Subclass) to be excluded from the Settlement Class (including the California Settlement Subclass) will be deemed invalid unless determined otherwise

by the Court. Requests for Exclusion signed only by counsel or another representative shall not be permitted.

33. Any Settlement Class Member (including any California Settlement Subclass Member) who wishes to be heard at the Final Approval Hearing, or who wishes for any objection to be considered, must file with the Clerk of the Court a written notice of objection no later than forty-five (45) Days after the Notice Date. Such objection must:

a. Have the signature of the member of the Settlement Class objecting, even if represented by counsel. If the member of the Settlement Class is an entity and not an individual, the objection must be signed by an officer or director of the entity with authority to act on behalf of that entity. If the Settlement Class Member that is objecting to the Settlement is represented by counsel, the objection shall also be signed by that attorney;

b. State the name, address and telephone number of the Settlement Class Member objecting,

c. State the name, address and telephone number of every attorney representing or assisting the objector;

d. Identify all of the Cancelled Events, Postponed Events and/or Rescheduled Events to which the Settlement Class Member purchased tickets through the Site or either Defendant and the date on which each event was originally scheduled to occur;

e. Contain a detailed statement of each objection asserted, including the grounds for objection and reasons for appearing and being heard, together with

any documents such Settlement Class Member wishes to be considered in support of the objection;

f. A list of all cases in which the Settlement Class Member or Settlement Class Member's counsel filed an objection or in any way participated -- financially or otherwise --in objecting to a class settlement during the preceding five (5) years; and

g. Contain a statement regarding whether the Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, and a list of all persons, if any, who will be called to testify in support of the objection.

34. The Settlement Class Member (including the California Settlement Subclass) must also serve by mail or hand delivery the Settlement Class Member's notice of objection, including any request to be heard, including all papers or evidence in support thereof, upon Class Counsel and Defense Counsel, at the addresses set forth in the Class Notice.

35. Objectors who fail to properly or timely file their objections with the Clerk of the Court, along with the required information and documentation set forth above, or to serve them as provided above, shall not be heard during the Final Approval Hearing, shall not have their objections be considered by the Court and shall be foreclosed from seeking any adjudication or review of the Settlement by appeal or otherwise.

36. Class Counsel and Defense Counsel may respond to any objection filed by a Settlement Class Member (including any California Settlement Subclass Member), and must file such a response with the Court no later than fourteen (14) Days prior to the Final Approval Hearing.

37. Settlement Class Members (including California Settlement Subclass Members) may not both object and opt out. If a member of the Settlement Class (including the California Settlement Subclass) submits both a Request for Exclusion and an objection, the Request for Exclusion shall be controlling.

38. Any Settlement Class Member who does not file a timely, written objection to the Settlement or who fails to otherwise comply with the requirements outlined above in Paragraphs 33-35 shall be foreclosed from seeking any adjudication or review of this Settlement by appeal or otherwise.

Final Approval Hearing And Related Deadlines

39. This Court will hold a Final Approval Hearing, on DATE, 2022 at _____ CDT/CST, in Courtroom 2020 of the Eighteenth Judicial Circuit Court of DuPage County, 421 N. County Farm Road, Wheaton, Illinois 60187 or by remote means as ordered by the Court. The purposes of the Final Approval Hearing will be to consider the fairness, reasonableness and adequacy of the proposed Settlement and the application for an award of Attorneys' Fees and Expenses, and to consider whether the Court should issue a Final Order and Judgment approving the Settlement, granting Class Counsel's application for Attorneys' Fees and Expenses, granting the Service Awards application by Plaintiffs and dismissing the claims against Defendants with prejudice.

40. The Court reserves the right to adjourn the Final Approval Hearing without further notice to Settlement Class Members (including any California Settlement Subclass Members), or to approve the Settlement with modification without further notice to Settlement Class Members (including any California Settlement Subclass Members).

41. Any Settlement Class Member (including any California Settlement Subclass Member) may appear at the Final Approval Hearing by filing with the Clerk of the Court a written

notice of objection, including any request to be heard, no later than forty-five (45) Days after the Notice Date in accordance with the requirements outlined in Paragraphs 33-35 above and including a statement that the Settlement Class Member (including any California Settlement Subclass Member) intends to appear at the Final Approval Hearing, either with or without counsel, along with a list of all Persons, if any, who will be called to testify in support of the objection.

42. If any Settlement Class Member (including any California Settlement Subclass Member) hires an attorney to represent the Settlement Class Member at the Final Approval Hearing, that attorney will be at the Settlement Class Member's expense.

43. Any attorney hired by a Settlement Class Member (including any California Settlement Subclass Member) for the purpose of objecting to the Settlement and who intends to make an appearance at the Final Approval Hearing must provide to Class Counsel and Defense Counsel and to file with the Clerk of the Court a notice of intention to appear no later than forty-five (45) Days after the Notice Date.

44. Class Counsel's papers in support of any application for Attorneys' Fees and Expenses and/or Service Awards shall be filed no later than the Notice Date.

45. Class Counsel's papers in support of final approval of the Settlement shall be filed no later than sixty (60) Days after the Notice Date. If any reply papers are necessary, they shall be filed no later than fourteen (14) Days prior to the Final Approval Hearing.

Effects Of This Preliminary Approval Order

46. If for any reason the Settlement fails to become effective in accordance with its terms, or if the judgment is not entered or is reversed, vacated or materially modified on appeal (and, in the event of material modification (which shall not include any reduction to an award of Attorneys' Fees and Expenses or to the Service Awards), if either party elects to terminate the Settlement), this Order shall be null and void, the Settlement Agreement shall be deemed

terminated (except for any paragraphs that, pursuant to the terms of the Settlement, survive termination of the Settlement), and the Parties shall return to their positions without prejudice in any way, as provided for in the Settlement.

47. As set forth in the Settlement, the fact and terms of this Order and the Settlement, all negotiations, discussions, drafts, and proceedings in connection with this Order and the Settlement, and any act performed or document signed in connection with this Order and the Settlement, shall not, in this or any other court, administrative agency, arbitration forum or other tribunal, constitute an admission or evidence or be deemed to create any inference against any party, including, but not limited to: (i) of any acts of wrongdoing or lack of wrongdoing; (ii) of any liability on the part of Defendants to the Plaintiffs, the Settlement Class (including the California Settlement Subclass) or anyone else; (iii) of any deficiency of any claim or defense that has been or could have been asserted in this case; (iv) that Defendants agree that a litigation class may be properly certified in this case; (v) of any damages or lack of damages suffered by the Plaintiffs, the Settlement Class (including the California Settlement Subclass) or anyone else; or (vi) that any benefits obtained by the Settlement Class (including the California Settlement Subclass) pursuant to the Settlement or any other amount represents the amount that could or would have been recovered in the actions in this case if they were not settled at this point in time. The fact and terms of this Order and the Settlement, all negotiations, discussions, drafts and proceedings in connection with this Order and the Settlement, including but not limited to the judgment and the release of the Released Claims provided for in the Settlement and any judgment, shall not be offered or received in evidence or used for any other purpose in this or any other proceeding in any court, administrative agency, arbitration forum or other tribunal, except as necessary to enforce the terms of this Order and/or the Settlement.

48. All members of the Settlement Class (including the California Settlement Subclass) unless and until they have timely and properly excluded themselves from the Settlement Class are preliminarily enjoined from (a) filing, commencing, prosecuting, intervening in or participating as plaintiff, claimant, participant or class member in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims; (b) filing, commencing, participating in or prosecuting a lawsuit or administrative, regulatory, arbitration or other proceeding as a class action on behalf of any member of the Settlement Class (including the California Settlement Subclass) who has not timely excluded himself or herself (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims; and (c) attempting to effect opt outs of a class of individuals in this lawsuit or any other lawsuit or administrative, regulatory, arbitration, or other proceeding based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims.

49. Any member of the Settlement Class (including the California Settlement Subclass) who does not submit a timely, written Request for Exclusion from the Settlement Class (i.e., become an Opt Out) will be bound by all proceedings, orders and judgments in the Litigation, even if such Settlement Class Member has previously initiated or subsequently initiates individual litigation or other proceedings encompassed by the Release.

Dated: _____

/s/ _____
Judge Angelo J. Kappas
Illinois Circuit Court Judge

EXHIBIT 7

Published Notice

EIGHTEENTH JUDICIAL CIRCUIT COURT OF DUPAGE COUNTY, ILLINOIS

If you purchased a ticket through TicketsOnSale.com or OnlineCityTickets.com on or before [Preliminary Approval Date], 2022 to an event that, at any time from March 23, 2017 through [Preliminary Approval Date], 2022, was cancelled, postponed or rescheduled, you may be entitled to a cash payment or other relief from a proposed class action settlement.

Esta Notificación de arreglo colectivo está disponible en español.

Visite el siguiente sitio web: www.ticketmarketplacesettlement.com.

A court authorized this Notice. It is not a solicitation from a lawyer.

Your legal rights are affected whether you act or do not act. Please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	<p>If the event to which you purchased tickets was cancelled at any time from March 23, 2017 through [Preliminary Approval Date], 2022, the only way to get a payment is to submit a Cancelled Event Claim Form. Cancelled Event Claim Forms must be submitted online or postmarked by [Claim Deadline], 2022.</p> <p>In addition, if you resided in the State of California at the time you purchased the tickets for an event that was postponed or rescheduled at any time from March 23, 2017 through [Preliminary Approval Date], 2022, but is not yet cancelled, and has not yet occurred, you can also seek a payment now by submitting a California Postponed Or Rescheduled Event Claim Form and relinquishing ownership to your tickets, as described in Paragraph 7 below.</p> <p>All Cancelled Event Claim Forms and California Postponed Or Rescheduled Event Claim Forms must be submitted online or postmarked by [Claim Deadline], 2022.</p>
EXCLUDE YOURSELF (OPT OUT)	<p>Get no cash payment or credit. This is the only option that allows you to ever be part of any other lawsuit against TicketsOnSale.com or Ticket Fulfillment Services about the legal claims in this case. Requests for Exclusion must be postmarked by [Exclusion Date], 2022.</p>
OBJECT OR COMMENT	<p>Write to the Court about why you do not like the Settlement. The deadline to file and serve an objection is [Objection Date], 2022.</p>
GO TO A HEARING	<p>Ask to speak in Court about why you do not support the proposed Settlement or any of its provisions. The Final Approval Hearing will be held on [Final Approval Hearing Date], 2022 at [Time CDT/CST].</p>
DO NOTHING NOW	<p>If the event to which you purchased tickets was cancelled at any time from March 23, 2017 through [Preliminary Approval Date], 2022, the expiration date of any active, non-expired credit you have already received from TicketsOnSale.com or OnlineCityTickets.com related to those tickets will be extended through December 31, 2022.</p> <p>If the event to which you purchased tickets was rescheduled or postponed at any time from March 23, 2017 through [Preliminary Approval Date], 2022, but has not yet been cancelled, you will receive a credit if the event is cancelled after [Preliminary Approval Date], 2022 and you still hold the tickets, unless you request a cash payment within twenty-one (21) days of receiving notice that the event is cancelled.</p> <p>Doing nothing now, however, also means you give up any other rights.</p>

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

The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made and credits will be given under the Settlement Agreement if the Court approves the Settlement and after appeals are resolved. Please be patient.

QUESTIONS? Read on, visit www.ticketmarketplacesettlement.com or call [_____].

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BASIC INFORMATION

1. Why did I receive a notice?

This notice has been approved by the Court and summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please review the Settlement Agreement, available at www.ticketmarketplacesettlement.com. Judge Angelo J. Kappas of the Eighteenth Judicial Circuit Court of DuPage County, Illinois is overseeing this class action. The lawsuit is known as *Shankula, et al. v. TicketsOnSale.com, LLC, et al.*, Case No. 2022LA000282 (Ill. Cir. Ct., DuPage Cty.).

2. What is this lawsuit about?

The lawsuit claimed that TicketsOnSale.com and Ticket Fulfillment Services were obligated to provide payments for tickets purchased on or before [Preliminary Approval Date], 2022 to events that, at any time from March 23, 2017 through [Preliminary Approval Date], 2022, were cancelled, postponed or rescheduled, that TicketsOnSale.com and Ticket Fulfillment Services failed to do so and that ticket purchasers suffered damages and/or were otherwise entitled to relief as a result. TicketsOnSale.com and Ticket Fulfillment Services deny all of the allegations in the lawsuit.

3. What is a class action?

In a class action lawsuit, one or more people (called named plaintiffs) sue on behalf of other people who have similar claims. The people together are a class or class members. The company they sued is called the defendant. One court resolves the issues for everyone in the class, except for those people who choose to exclude themselves, or opt out, of the class.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or TicketsOnSale.com and Ticket Fulfillment Services, the Defendants here. Instead, both sides agreed to a Settlement. The Plaintiffs and Class Counsel believe the proposed Settlement confers substantial benefits on the Settlement Class and have determined that the Settlement is in the best interest of the Settlement Class and represents a fair, reasonable and adequate resolution of the lawsuit.

TicketsOnSale.com and Ticket Fulfillment Services deny the claims in the lawsuit; deny all allegations of wrongdoing, fault, liability or damage to the Plaintiffs and the Settlement Class; and deny that they acted improperly or wrongfully in any way. TicketsOnSale.com and Ticket Fulfillment Services nevertheless recognize the expense and time that would be required to defend the lawsuit through trial and have taken this into account in agreeing to this Settlement.

WHO IS IN THE SETTLEMENT

To see if you will get any of the benefits of this Settlement, you first have to decide if you are a Settlement Class Member.

5. How do I know if I am part of the Settlement?

The Court decided that everyone who fits this description and does not fall under the exclusions below is a Settlement Class Member: *All persons or entities residing in the United States, its territories or Canada who at any time on or before [Preliminary Approval Date], 2022 purchased a ticket through TicketsOnSale.com or OnlineCityTickets.com to an event that, at any time from March 23, 2017 through [Preliminary Approval Date], 2022, was cancelled or was postponed or rescheduled and has not yet occurred.*

Excluded from the Settlement Class are: (1) TicketsOnSale.com and its subsidiaries and affiliates, employees, officers, directors, agents and representatives; (2) Ticket Fulfillment Services and its subsidiaries and affiliates, employees, officers, directors, agents and representatives; (3) Class Counsel; (4) the judges who have presided over

this lawsuit; and (5) all persons or entities who have timely elected to become Opt Outs from the Settlement Class in accordance with the Court's orders.

6. I am still not sure if I am included.

If you are still unsure whether you are included, you can call or email the Settlement Administrator at [Phone Number] or www.ticketmarketplacesettlement.com.

THE SETTLEMENT BENEFITS -- WHAT YOU GET

7. How can I get a payment?

The proposed Settlement creates a common fund of \$4.1 million to pay approved claims made by Settlement Class Members.

There are three ways to get a payment.

First, if you purchased a ticket(s) through TicketsOnSale.com or OnlineCityTickets.com on or before [Preliminary Approval Date], 2022 to an event(s) that, at any time from March 23, 2017 through [Preliminary Approval Date], 2022, was cancelled, you may have already received a credit from TicketsOnSale.com or OnlineCityTickets.com toward the purchase of tickets to future events. As part of the Settlement, the expiration date for any such active, non-expired credits shall be extended, such that those credits are valid for use toward the purchase of tickets through TicketsOnSale.com through December 31, 2022. **To receive this benefit, you are not required to do anything at this time. If you would instead prefer a cash payment equal to the price of the ticket(s) you purchased (inclusive of base price, fees and delivery charges, exclusive of any insurance charges and less any amounts paid with gift cards, store credit or loyalty credit) ("Purchase Price") to the Cancelled Event(s), less any sums already paid or any sums spent in credit, you must submit or postmark a Cancelled Event Claim Form by [Claim Deadline], 2022 to be eligible to qualify for a payment.** The Cancelled Event Claim Form is available at www.ticketmarketplacesettlement.com. You may submit a claim by completing and signing that Cancelled Event Claim Form and submitting it in accordance with its instructions. You may submit a Cancelled Event Claim Form by mail to [Settlement Administration Address]. You may also submit a Cancelled Event Claim Form online at www.ticketmarketplacesettlement.com. If you have any questions about the Cancelled Event Claim Form or how to file a claim, call [Phone Number] or email [_____@_____]. If you claim a cash payment, you will relinquish and no longer be entitled to any credit from TicketsOnSale.com toward the purchase of tickets to events through TicketsOnSale.com (except that you may be entitled to retain a certain portion of any such active credit in the event of oversubscription of the Cash Fund, as described in Section IV(E) of the Settlement Agreement). You may be asked for additional information. Follow all instructions on the Cancelled Event Claim Form and make sure to inform the Settlement Administrator of any changes in your address after you have submitted your Claim Form.

Second, if you purchased a ticket(s) through TicketsOnSale.com or OnlineCityTickets.com on or before [Preliminary Approval Date], 2022 to an event(s) that, at any time from March 23, 2017 through [Preliminary Approval Date], 2022, was postponed or rescheduled, but is not yet cancelled and has not yet occurred, **and you resided in the State of California at the time you purchased the ticket(s) to the postponed event(s) or rescheduled event(s), you are may receive a cash payment equal to the Purchase Price of the ticket(s) you purchased (to the Postponed or Rescheduled Event(s), less any sums already paid or any sums spent in credit. You must submit or postmark a California Postponed Or Rescheduled Event Claim Form by [Claim Deadline], 2022 to be eligible to qualify for a payment.** The California Postponed Or Rescheduled Event Claim Form is available at www.ticketmarketplacesettlement.com and can be submitted by mail to [Settlement Administration Address], or online at www.ticketmarketplacesettlement.com. If you have any questions about how to file a claim, call [Phone Number] or email [_____@_____]. In addition, to be eligible for a cash payment, you must relinquish ownership of the valid ticket(s) to the yet-to-occur Postponed Event or Rescheduled Event by [Claim Deadline], 2022. If you have an e-ticket(s), such as downloadable pdfs or static QR codes, you must relinquish ownership of the e-ticket(s) by emailing them to claims@ticketsonsale.com. If you have a physical ticket(s), you must relinquish ownership of the ticket(s) by mailing the ticket(s) to Retail Holdings,

Questions? Call toll-free [Phone Number] or visit www.ticketmarketplacesettlement.com

225 W. Randolph St., Fl. 30, Chicago, IL 60606. If you have a transfer ticket(s) that is housed in a third-party app (e.g., Ticketmaster app), you must relinquish ownership of the ticket(s) by transferring ownership of the ticket(s) to claims@ticketsonsale.com through the third-party app. If you claim a cash payment and return your ticket, you shall relinquish and no longer be entitled to any other relief under the Settlement Agreement, including any credit you could use toward a purchase through TicketsOnSale.com that you might have received if your event was cancelled. You may be asked for additional information. Follow all instructions on the California Postponed Or Rescheduled Event Claim Form and make sure to inform the Settlement Administrator of any changes in your address after you have submitted your California Postponed Or Rescheduled Event Claim Form.

Third, whether or not you resided in the State of California at the time of purchase, if you purchased a ticket(s) through TicketsOnSale.com or OnlineCityTickets.com on or before [Preliminary Approval Date], 2022 to an event(s) that, at any time from March 23, 2017 through [Preliminary Approval Date], 2022, was postponed or rescheduled but not yet cancelled, and that event is cancelled after [Preliminary Approval Date], 2022 and you hold that ticket(s) at the time of cancellation, you will be entitled to certain relief as part of the Settlement. Specifically, you will automatically be entitled to a credit from TicketsOnSale.com toward the purchase of tickets to future events equal to 120% of the Purchase Price of the ticket(s) you purchased, less any sums already paid or any sums spent in credit. By way of example only, if you paid a Purchase Price of \$100 for a ticket to a Postponed Event and you have already been paid \$50, in the event the Postponed Event becomes cancelled, you will automatically be entitled to a credit from TicketsOnSale.com equal to \$60 (1.20 x (\$100 – \$50)). That credit will be valid through December 31, 2022. You can instead elect to receive a cash payment equal to the Purchase Price of the ticket(s) you purchased, less any amounts paid with gift cards, store credit or loyalty credit to the Postponed Event or Rescheduled Event that was later cancelled, less any sums already paid or any sums spent in credit. **To elect to receive this cash payment, you will be required to request that cash payment from TicketsOnSale.com within twenty-one (21) days of receiving notice that the Postponed Event or Rescheduled Event has been cancelled.**

8. When would I get my cash payment or credit?

The Court will hold a hearing on [Final Approval Hearing Date], 2022 at [Time] CDT/CST, to decide whether to approve the Settlement. If the Court approves the Settlement after that, there may be appeals. It is always uncertain whether those appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

9. What if Settlement Class Members claim more than \$4.1 million from the Cash Fund?

If Settlement Class Members' claims from the Cash Fund would result in TicketsOnSale.com and Ticket Fulfillment Services paying more than \$4.1 million to the Cash Fund, then each Settlement Class Member's claim will be reduced pro rata, meaning that each cash award will be reduced by an equal percentage until the Settlement Class Members' claims no longer exceed the funds available for payment from the \$4.1 million. In the event of pro rata reductions, Settlement Class Members will retain a portion of any existing credit, but forfeit that portion of any existing credit that they currently hold and have not yet redeemed that is equal to (i) the credit issued prior to any redemption of that credit divided by the Purchase Price multiplied by (ii) the cash payment being issued. By way of examples only, if a Settlement Class Member originally paid a Purchase Price of \$100, originally received in 2020 a credit valued at \$100 (i.e., 100%) and receives \$80 in cash from the Cash Fund, then the Settlement Class Member will receive a credit valued at \$20 in addition to \$80 in cash and will forfeit credits valued at \$80 (($\$100/\100) x \$80). If a Settlement Class Member originally paid a Purchase Price of \$100, originally received in 2020 a credit valued at \$120 (i.e., 120%) and receives \$80 in cash from the Cash Fund, then the Settlement Class Member will receive a credit equal to \$24 in addition to \$80 in cash and will forfeit credits valued at \$96 (($\$120/\100) x \$80). If the Cash Fund is undersubscribed (i.e., fewer claims for compensation are approved than dollars available in the Cash Fund), any amounts remaining in the Cash Fund will revert in full to TicketsOnSale.com and Ticket Fulfillment Services.

10. What am I giving up to stay in the Settlement Class?

Unless you exclude yourself, you are staying in the Settlement Class, and that means that you cannot sue, continue to sue or be part of any other lawsuit against TicketsOnSale.com and Ticket Fulfillment Services about the legal issues in this case. It also means that all of the Court's orders will apply to you and legally bind you. If you sign the Cancelled Event Claim Form or the California Postponed Or Rescheduled Event Claim Form, you will agree to a Release of claims which describes exactly the legal claims that you give up if you get Settlement benefits. The Release is defined and detailed in the Settlement Agreement, which is available at www.ticketmarketplacesettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT (OPTING OUT)

If you do not want to participate in this Settlement, but you want to keep the right to sue or continue to sue TicketsOnSale.com and Ticket Fulfillment Services, on your own, about the legal issues in this case, then you must take steps to get out. This is called excluding yourself or opting out of the Settlement Class.

11. How do I get out of the Settlement?

Any member of the Settlement Class who wants to be excluded from the Settlement Class and to become an Opt Out must submit a Request for Exclusion to the Settlement Administrator at the address provided below.

Any request to be excluded from the Settlement Class must be postmarked on or before [Exclusion Date], 2022 and must:

- i. Have the signature of the member of the Settlement Class, even if represented by counsel. If the member of the Settlement Class is an entity and not an individual, the Request for Exclusion must be signed by an officer or director of the entity with authority to act on behalf of that entity. If the member of the Settlement Class Member is represented by counsel, the Request for Exclusion shall also be signed by that attorney.
- ii. State the name, address and telephone number of the Person requesting exclusion;
- iii. Identify all of the Cancelled Events, Postponed Events and/or Rescheduled Events to which the Person purchased tickets through TicketsOnSale.com or OnlineCityTickets.com and the date on which each event was originally scheduled to occur; and
- iv. Contain a clear and unambiguous statement communicating that such Person elects to be excluded from the Settlement Class, does not wish to be a Settlement Class Member and elects to be excluded from any judgment entered pursuant to the Settlement.

Requests for Exclusion must be mailed to:

[Class Action Opt-Outs
ATTN: _____
PO Box _____
Philadelphia, PA 19102]

If you exclude yourself, you must do so with respect to all tickets that you purchased through TicketsOnSale.com and OnlineCityTickets.com on or before [Preliminary Approval Date], 2022 to events that, at any time from March 23, 2017 through [Preliminary Approval Date], 2022, were cancelled, postponed and/or rescheduled. You may not exclude yourself with respect to some but not all of these tickets. Further, you may exclude yourself on an individual basis only; so-called "mass" or "class" opt outs are not allowed.

12. If I do not exclude myself, can I sue TicketsOnSale.com and Ticket Fulfillment Services for the same thing later?

No. Unless you exclude yourself, you will be bound by the Final Order and Judgment, and you give up the right to sue TicketsOnSale.com and Ticket Fulfillment Services for the claims that this Settlement resolves. If you have

a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Settlement Class to continue your own lawsuit.

13. If I exclude myself, can I get money from the Settlement?

No. If you exclude yourself, do not submit a Cancelled Event Claim Form or California Postponed Or Rescheduled Event Claim Form to ask for a cash payment. But you may sue, continue to sue or be part of a different lawsuit against TicketsOnSale.com and Ticket Fulfillment Services.

14. If I exclude myself, can I object to the Settlement?

No. A member of the Settlement Class who submits a timely Request for Exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement.

15. If I do not submit a Request for Exclusion by [Exclusion Date], 2022 or I do not send it to the address listed above, can I still exclude myself?

No. Any member of the Settlement Class who fails to submit a timely and complete Request for Exclusion sent to the proper address shall be subject to and bound by this Settlement and every order or judgment entered pursuant to this Settlement. Any purported Request for Exclusion or other communication sent to such address that is unclear or internally inconsistent with respect to the desire of the member of the Settlement Class to be excluded from the Settlement Class will be deemed invalid unless determined otherwise by the Court. Requests for Exclusion signed only by counsel or another representative shall not be permitted.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in the case?

The Court has appointed Abbas Kazerounian, Esq. of Kazerouni Law Group, APC, and Todd M. Friedman of the Law Offices of Todd M. Friedman, P.C. to represent you as Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers be paid?

Class Counsel will ask the Court for Attorneys' Fees and Expenses up to \$1,366,667 and a payment of up to \$5,000 for each of the Plaintiffs. The Court may award less than these amounts. The fees and expenses that the Court approves will be paid from the Cash Fund. The costs to administer the Settlement will also be paid from the Cash Fund. Class Counsel's Motion for Attorneys' Fees and Expenses will be available on the Settlement Website once it has been filed.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

18. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, you can object to the Settlement if you do not like any part of it. You can ask the Court to deny approval by filing a written notice of objection. You cannot ask the Court to order a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no cash payments or credits will be provided under the Settlement, and the lawsuit will continue. If that is what you want to happen, you may object. Please note that you cannot both object to the Settlement and opt out of it.

Any objection to the proposed Settlement must be in writing. If you file a timely written notice of objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. Your objection must be filed on or before [Objection Date], 2022, or it will not be considered.

Any Settlement Class Member who wishes to be heard at the Final Approval Hearing, or who wishes for any objection to be considered, must file a written notice of objection by [Objection Date], 2022 that must:

- i. Have the signature of the member of the Settlement Class objecting, even if represented by counsel. If the member of the Settlement Class is an entity and not an individual, the objection must be signed by an officer or director of the entity with authority to act on behalf of that entity. If the Settlement Class Member that is objecting to the Settlement is represented by counsel, the objection shall also be signed by that attorney;
- ii. State the name, address and telephone number of the Settlement Class Member objecting;
- iii. State the name, address and telephone number of every attorney representing or assisting the objector;
- iv. Identify all of the Cancelled Events, Postponed Events, and/or Rescheduled Events to which the Settlement Class Member purchased tickets through TicketsOnSale.com or OnlineCityTickets.com and the date on which each event was originally scheduled to occur;
- v. Contain a detailed statement of each objection asserted, including the grounds for objection and reasons for appearing and being heard, together with any documents such Settlement Class Member wishes to be considered in support of the objection;
- vi. A list of all cases in which the Settlement Class Member or Settlement Class Member’s counsel filed an objection or in any way participated -- financially or otherwise -- in objecting to a class settlement during the preceding five years; and
- vii. Contain a statement regarding whether the Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, and a list of all persons, if any, who will be called to testify in support of the objection.

A Settlement Class Member must file a notice of objection, including any request to be heard with the Clerk of the Court, and serve by mail or hand delivery such notice of objection, including any request to be heard, including all papers or evidence in support thereof, upon one of the Class Counsel and Defense Counsel, at the addresses set forth below, no later than [Objection Date], 2022.

Clerk of the Court	Class Counsel	Defense Counsel
Office of the Circuit Court Clerk for DuPage County, Illinois 505 County Farm Road P.O. Box 707 Wheaton, Illinois 60187	Abbas Kazerounian, Esq. Kazerouni Law Group, APC 245 Fischer Avenue, Unit D1 Costa Mesa, California 92626 Todd M. Friedman, Esq. Law Offices of Todd M. Friedman, P.C. 21031 Ventura Blvd., Suite 340 Woodland Hills, California 91364	Mark S. Mester, Esq. Robert C. Collins III, Esq. Latham & Watkins LLP 330 North Wabash Ave. Suite 2800 Chicago, Illinois 60611 Joshua W. Mahoney, Esq. Barack Ferrazzano Kirschbaum & Nagelberg LLP 200 West Madison St., Suite 3900 Chicago, Illinois 60606

Any Settlement Class Member who does not properly or timely file his or her objection with the Clerk of the Court, along with the required information and documentation set forth above, or to serve it as provided above, shall not be heard during the Final Approval Hearing, shall not have their objections considered by the Court and shall be foreclosed from seeking any adjudication or review of the Settlement by appeal or otherwise.

19. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

Questions? Call toll-free [Phone Number] or visit www.ticketmarketplacesettlement.com

20. If I do not submit an objection by [Exclusion Date], 2022 or I do not properly file and serve it, can I still object to the Settlement?

No. Any Settlement Class Member who does not properly or timely file his or her objection with the Clerk of the Court, along with the required information and documentation set forth above, or to serve it as provided above, shall not be heard during the Final Approval Hearing, shall not have their objections considered by the Court and shall be foreclosed from seeking any adjudication or review of the Settlement by appeal or otherwise.

THE COURT’S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to.

21. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at [Time CDT/CST] on [Final Approval Hearing Date], 2022 in Courtroom 2020 at the Eighteenth Judicial Circuit Court of DuPage County, Illinois, 505 North County Farm Road, Wheaton, Illinois 60187 or by remote means as ordered by the Court. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are timely and proper objections, the Court will consider them. The Court will listen to people who have timely and properly asked to speak at the hearing. The Court may also decide how much to pay Class Counsel and award Plaintiffs. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

22. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Court may have, but you are welcome to come at your own expense. If you submit an objection, you do not have to come to Court to talk about it. As long as you timely and properly submitted your written objection, along with the required information and documentation set forth above, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

23. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must submit a written notice of objection that states your intention to appear at the Final Approval Hearing, either with or without counsel, as outlined above. Be sure to include your name, address, telephone number and your signature as well as the signature of any attorney representing you, in addition to the other information outlined above. Your written notice of objection indicating your intention to appear must be filed with the Clerk of the Court, and served by mail or hand delivery upon one of the Class Counsel and Defense Counsel, at the addresses set forth in Section 18 above, no later than [Objection Date], 2022. You cannot speak at the hearing if you excluded yourself.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you purchased a ticket(s) through TicketsOnSale.com or OnlineCityTickets.com on or before [Preliminary Approval Date], 2022 to an event(s) that, at any time from March 23, 2017 through [Preliminary Approval Date], 2022, was cancelled, you may have already received a credit from TicketsOnSale.com or OnlineCityTickets.com toward the purchase of tickets to future events. If you do nothing, the expiration date for any such active, non-expired credits shall be extended through December 31, 2022, such that those credits are valid for use toward the purchase of tickets through TicketsOnSale.com through December 31, 2022. If you do nothing, and do not properly submit or postmark a Cancelled Event Claim Form or California Postponed Or Rescheduled Event Claim Form by [Claim Deadline], 2022, you will not be eligible to receive any cash payment as part of the Class Settlement. In addition, unless you exclude yourself from the Settlement Class, you will give up your right to be able to start a lawsuit, continue with a lawsuit or be part of any other lawsuit against TicketsOnSale.com or Ticket Fulfilment Services about the legal issues in this case ever again.

If you purchased a ticket(s) through TicketsOnSale.com or OnlineCityTickets.com on or before [Preliminary Approval Date], 2022 to an event(s) that, at any time from March 23, 2017 through [Preliminary Approval Date], 2022, was postponed or rescheduled but not yet cancelled, that event is cancelled after [Preliminary Approval Date], 2022, and you do nothing, you will be entitled to affirmative relief as part of the Settlement. Specifically, you will automatically be entitled to a credit from TicketsOnSale.com or OnlineCityTickets.com toward the purchase of tickets to future events equal to 120% of the total Purchase Price of the ticket(s) less any sums already paid or any sums spent in credit. By way of example only, if you paid a Purchase Price of \$100 for a ticket to a Postponed Event and you have already been paid \$50, in the event the Postponed Event becomes cancelled, you will automatically be entitled to a credit from TicketsOnSale.com equal to \$60 ($1.20 \times (\$100 - \$50)$). That credit will be valid through December 31, 2022. If you would rather receive a cash payment equal to the Purchase Price of the ticket(s) you purchased to the Postponed Event or Rescheduled Event that is later cancelled after [Preliminary Approval Date], 2022, less any sums already paid or any sums spent in credit, you will be able to request one by sending your request to _____ within twenty-one (21) days of receiving notice that the Postponed Event or Rescheduled Event has been cancelled.

Whether or not you request a cash payment, however, by doing nothing and not excluding yourself from the Settlement Class now, you will give up your right to be able to start a lawsuit, continue with a lawsuit or be part of any other lawsuit against TicketsOnSale.com and Ticket Fulfilment Services about the legal issues in this case ever again.

GETTING MORE INFORMATION

25. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement and other important case documents at www.ticketmarketplacesettlement.com.

26. How do I get more information?

You can call toll-free [Phone Number], email [_____]@[www._____.com] or visit the website at www.ticketmarketplacesettlement.com, where you will be able to find the Cancelled Event Claim Form, California Postponed Or Rescheduled Event Claim Form, Motions for Approval of Attorneys' Fees and Expenses and Plaintiffs' Settlement Awards and Settlement Agreement and other important documents related to the Settlement. **You should check the website regularly for updates on the case, including regarding the Settlement, the approval process for the Settlement, the scope and terms of the Settlement Class and the scope and terms of the Settlement.**

You may also contact the attorneys appointed by the Court to serve as Class Counsel:

Abbas Kazerounian, Esq.
KAZEROUNI LAW GROUP, APC
245 Fischer Avenue, Unit D1
Costa Mesa, California 92626
Telephone: (800) 400-6808
Facsimile: (800) 520-5523

Todd M. Friedman, Esq.
LAW OFFICES OF TODD M. FRIEDMAN, P.C.
21031 Ventura Boulevard, Suite 340
Woodland Hills, California 91364
Telephone: (818)-619-3774
Facsimile: (866) 633-0228

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.

Questions? Call toll-free [Phone Number] or visit www.ticketmarketplacesettlement.com