

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

**TIMOTHY NELLIS, JANEL DRANES,)
LUCY SOUSA, DAVID CASTILLO)
AND EDWARD CAMARENA, on behalf)
of themselves and all other similarly)
situated,)**

Plaintiffs,)

v.)

**VIVID SEATS LLC, a Delaware)
Corporation,)**

Defendant.)

Case No. 1:20-cv-02486

Judge Robert M. Dow Jr.

**ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

Before the Court is the Unopposed Motion for Preliminary Approval of Settlement (“Motion”) of Plaintiffs Timothy Nellis, Janel Dranes, Lucy Sousa, David Castillo and Edward Camarena (collectively, “Plaintiffs”). Plaintiffs in this lawsuit (the “Litigation”) allege that Vivid Seats LLC (“Vivid Seats” or “Defendant”) is obligated to provide cash payments for tickets purchased on or before the Preliminary Approval Date (i.e., _____) to events that, at any time from September 29, 2016 through the Preliminary Approval Date (i.e., _____), were cancelled, postponed or rescheduled, that Vivid Seats failed to do so and that ticket purchasers suffered damages and/or are entitled to other relief as a result.¹

On March 3, 2021, Plaintiffs and Vivid Seats (together, the “Parties”) executed a Settlement Agreement and Release (“Settlement Agreement”) on behalf of themselves and the Settlement Class that Plaintiffs seek to certify. Having thoroughly reviewed the Settlement

¹ Capitalized terms not defined herein have the definitions given to them in the Settlement Agreement.

Agreement and exhibits thereto and having considered the arguments of the Parties, THE COURT HEREBY FINDS, CONCLUDES AND ORDERS THE FOLLOWING:

1. The Parties have agreed to a class action settlement of all Released Claims. Plaintiffs seek, and for purposes of settlement only Vivid Seats does 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 Vivid Seats to an event that subsequently became a Cancelled Event, a Postponed Event and/or a Rescheduled Event.

Specifically excluded are the following Persons:

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

2. For purposes of preliminary approval, this Court assesses the Settlement under Fed. R. Civ. P. 23(e). Under Rule 23(e)(1)(B), the Court "must direct notice in a reasonable manner" to proposed Settlement Class Members "if giving notice is justified by the parties' showing that the court will likely be able to (i) approve the proposal [as fair, reasonable, and adequate] under Rule 23(e)(2); and (ii) certify the class for purposes of judgment on the proposal." Fed. R. Civ. P. 23(e)(1)(B).

Likely Approval as Fair, Reasonable and Adequate

3. To determine whether the Settlement is fair, reasonable and adequate, Rule 23(e)(2) directs the Court to consider whether:

- (A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm's length; (C) the relief provided for

the class is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorney's fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3); and (D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2).

4. The Settlement Class representatives proposed in the First Amended Class Action Complaint are adequately representing the proposed Settlement Class: they share the same alleged injury (that they allegedly purchased a ticket through Vivid Seats to an event that subsequently became a Cancelled Event, a Postponed Event or a Rescheduled Event and allegedly did not receive the cash payment to which they allege they were entitled) and the same interest (maximizing their recovery related to those tickets). Steven D. Liddle, Esq. and Nicholas A. Coulson, Esq. of Liddle & Dubin, P.C. are experienced class counsel who are adequately representing the proposed Settlement Class.

5. 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.).

6. The Settlement provides adequate relief to the proposed Settlement Class. Settlement Class Members who purchased a ticket(s) to Cancelled Events and held that ticket(s) at the time the event became a Cancelled Event have already received a Credit on their Vivid Seats accounts 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 Vivid Seats through December 31, 2022. If Settlement Class Members who 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 spent in Credit by the Settlement Class Member, the Settlement gives them the option to instead request a cash payment from a \$7.5 million Cash Fund to be paid by Vivid Seats. For Settlement Class 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 Member still holds the ticket 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, Vivid Seats agrees to the entry of an order for injunctive relief as part of the Final Order and Judgment that requires as follows: once the Postponed Event or a Rescheduled Event becomes cancelled, those Settlement Class Members will automatically be entitled to a Credit equal to 110% of the total of Purchase Price of the ticket to the Postponed or Rescheduled Event less any sums already paid or 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 spent in Credit by the Settlement Class Member, by requesting that cash payment from Vivid Seats within twenty-one (21) Days of receiving notice that the Postponed Event or Rescheduled Event has been cancelled. In light of the costs, risks and delay of trial and appeal, this relief is at least adequate for purposes of Rule 23(e)(1). If the Settlement had not been reached, the Parties planned to vigorously contest Vivid Seats' 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.

7. 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, 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, and those claims will be processed by an experienced claims administrator, as further addressed below. Members of the proposed Settlement Class 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 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.

8. This Court will fully assess the request of Class Counsel for Attorneys' Fees and Expenses after receiving their motion supporting such request. At this stage, the Court finds that the plan to request fees to be paid from the Cash Fund creates no reason not to direct notice to the proposed Settlement Class. In particular, should the Court find any aspect of the requested Attorneys' Fees and Expenses unsupported or unwarranted such funds will instead be returned to Settlement Class Members, not Vivid Seats.

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

10. The Settlement treats members of the proposed Settlement Class equitably relative to each other because all members of the proposed Settlement Class 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 who purchased and hold tickets to a Postponed Event or a Rescheduled Event may select from the same options should the event become cancelled and the member of the proposed Settlement Class holds the tickets on the date of cancellation: a Credit or a cash payment. The Credits and cash payments would be based on the cost of tickets purchased. These are equitable terms.

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, 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. The Court assesses the likelihood that it will be able to certify the proposed Settlement Class under Rules 23(a) and 23(b)(3) (because this Settlement Class seeks damages). See Fed. R. Civ. P. 23(a)-(b). The Court makes this assessment for the purposes of Settlement only at this time.

13. The proposed Class is sufficiently numerous under Rule 23(a)(1) because Vivid Seats' records show thousands of customers in the United States and Canada purchased tickets through Vivid Seats 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.

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 Vivid Seats promised in its terms of use to provide cash payments equal to the prices of tickets; whether Vivid Seats knew or should have known it 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.

15. Plaintiffs' claims are typical of the claims of the members of the proposed Settlement Class because they challenge the same conduct -- Vivid Seats' alleged failure to provide cash payments equal to the prices of tickets to Cancelled Events, Postponed Events and Rescheduled Events -- and make the same legal arguments. Typicality under Rule 23(a)(3) is satisfied.

16. The proposed Settlement Class representatives and Class Counsel will fairly and adequately protect the interests of the proposed Settlement Class.

17. At least for purposes of settlement, the common issues in the Litigation predominate over individual issues under Rule 23(b)(3). Key elements of Plaintiffs' claims are the purchase of a ticket to a Cancelled Event, Postponed Event or Rescheduled Event through Vivid Seats and the alleged failure on the part of Vivid Seats to provide a cash payment equal to the price of those tickets.

18. This Settlement would be superior under Rule 23(b)(3) to many individual actions. Members of the proposed Settlement Class 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 will have the opportunity to be compensated through a Credit or cash payment.

19. For these reasons, pursuant to Rule 23, and for settlement purposes only, the Court finds it will likely certify the Settlement Class defined above in paragraph one of this Order. This finding is subject to further consideration at the Final Approval Hearing to be conducted as described below.

20. The Court hereby preliminarily appoints the Plaintiffs as representatives of the Settlement Class. Pursuant to Fed. R. Civ. P. 23(g), the Court hereby preliminarily appoints Steven D. Liddle, Esq. and Nicholas A. Coulson, Esq. of Liddle & Dubin, P.C. as Class Counsel for the Settlement Class.

21. In any final approval order issued after the Final Approval Hearing, the Court will bar and permanently enjoin all Settlement Class 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 who have not been excluded from the Settlement 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 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

22. Having preliminarily approved the Settlement, the Court “must direct notice in a reasonable manner to all class members who would be bound by the proposal.” Fed. R. Civ. P. 23(e)(1)(B). 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 2, 3 and 6. 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 (1) Settlement Class Members who, on or after January 1, 2020, purchased a ticket(s) to a Cancelled Event(s), Postponed Event(s) or Rescheduled Event(s) and (2) Settlement Class Members who, prior to January 1, 2020, purchased a ticket(s) to a Cancelled Event(s) and have not received 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 spent in Credit by the Settlement Class Member, at each Settlement Class Member’s last known address as provided to Vivid Seats upon purchase of a ticket through Vivid Seats or at an alternative, readily-ascertainable address by First-Class Mail, postage prepaid. The Parties also propose to email the Emailed Notice to each individual Settlement Class Member at the email address that they provided to Vivid Seats upon purchase of a ticket through Vivid Seats. In addition, the Settling Parties will direct the Settlement Administrator to create a Settlement Website where the Published Notice and Claim Form will be available.

23. Having reviewed these exhibits and the proposed Notice Program, the Court finds that the Parties’ proposed plan for providing notice to Settlement Class 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 Fed. R. Civ. P. 23(c)(2)(B) 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.

24. 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.

25. Accordingly, the Court hereby ORDERS as follows:

a. Promptly after the entry of this Order, 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 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 may call to obtain information, (3) establish a mailing address to which members of the Settlement Class 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 and the 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 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 3) to (1) Settlement Class Members who, on or after January 1, 2020, purchased a ticket(s) to a Cancelled Event(s), Postponed Event(s) or Rescheduled Event(s) and (2) Settlement Class Members who, prior to January 1, 2020, purchased a ticket(s) to a Cancelled Event(s) and have not received 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 spent in Credit by the Settlement Class Member, at each Settlement Class Member's last known address as provided to Vivid Seats upon purchase of a ticket through Vivid Seats or, at 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 at the email address that they provided to Vivid Seats upon purchase of a ticket through Vivid Seats.

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 fourteen (14) Days of the entry of this Order, the Settlement Administrator will cause the Settlement Website located at www.ticketpurchase.settlement.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 thirty (30) Days after the Effective Date. Class Counsel and Defense Counsel shall agree on all information and documents to be posted on the Settlement Website.

g. As appropriate, Class Counsel, Vivid Seats 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 no later than twenty-one (21) Days before the Final Approval Hearing.

h. The Settlement Administrator shall receive, evaluate and either approve or disapprove 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 who submitted a 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 after the Claim Deadline.

i. Prior to paying any approved claim, the Settlement Administrator shall inform Vivid Seats of the approved payment amount so that Vivid Seats can provide the Settlement Administrator any updated information on amounts paid to or spent in Credit by the Settlement Class Member and so that Vivid Seats can adjust or update the account of the Settlement Class Member to accurately reflect the amount of Credit to which the Settlement Class Member shall be entitled.

j. The Settlement Administrator shall forward any objections to the Settlement received from Settlement Class Members to Class Counsel and Defense Counsel.

k. 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

26. 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.

27. Settlement Class 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 Claim Form in accordance with the instructions contained therein. All Claim Forms must be submitted or postmarked no later than ninety (90) Days after the Notice Date.

28. To be valid, a Claim Form must be properly completed and signed and timely submitted in accordance with the preceding paragraph.

29. Members of the Settlement Class 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 Vivid Seats 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.

30. Members of the Settlement Class who wish to be excluded from the Settlement Class must do so with respect to all tickets to Cancelled Events, Postponed Events and Rescheduled Events that they purchased through Vivid Seats. Members of the Settlement Class may not exclude

themselves from the Settlement Class with respect to one or more tickets purchased through Vivid Seats while seeking relief through the Settlement with respect to other tickets. A member of the Settlement Class may opt out on an individual basis only; so-called “mass” or “class” opt outs shall not be allowed.

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 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 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 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.

33. 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 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 Vivid Seats 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 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 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, 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 may not both object and opt out. If a member of the Settlement Class 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 33-34 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 August 10, 2021 at 10 a.m., in the United States District Court for the Northern District of Illinois, Courtroom 2303, 219 South Dearborn Street, Chicago, Illinois 60604 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 Vivid Seats with prejudice.

40. The Court reserves the right to adjourn the Final Approval Hearing without further notice to Settlement Class Members, or to approve the Settlement with modification without further notice to Settlement Class Members.

41. Any Settlement Class 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 33-34 above and including a statement that the Settlement Class 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 hires an attorney to represent the Settlement Class Member at the Fairness Hearing, that attorney will be at the Settlement Class Member's expense.

43. Any attorney hired by a Settlement Class 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.

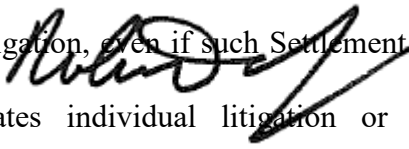
Effects of this Preliminary Approval Order

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 Settling 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 Vivid Seats to the Plaintiffs, the Settlement Class 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 Vivid Seats agrees 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 or anyone else; or (vi) that any benefits obtained by the Settlement Class 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 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 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 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: April 1, 2021

Robert M. Dow Jr.
United States District Judge