

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS

**If you purchased a ticket through Vivid Seats on or before April 1, 2021 to an event that, at any time from September 29, 2016 through April 1, 2021, was cancelled, you may be entitled to a cash payment or other relief from a proposed class action settlement.**

**If you purchased a ticket through Vivid Seats on or before April 1, 2021 to an event that, at any time from September 29, 2016 through April 1, 2021, was postponed or rescheduled, you may be entitled to a cash payment or other relief from a class action settlement if the event is cancelled.**

Esta Notificación de arreglo colectivo está disponible en español.

Visite el siguiente sitio web: [www.TicketPurchaseSettlement.com](http://www.TicketPurchaseSettlement.com).

*A federal 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.*

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM</b>	If the event to which you purchased tickets was cancelled at any time from September 29, 2016 through April 1, 2021, the only way to get a payment is to submit a Claim Form. Claim Forms must be submitted online or postmarked by August 30, 2021, with the following exception: if you were sent Mailed or Emailed Notice of this Settlement as part of the supplemental notice process that required supplemental notice by August 12, 2021 to certain Settlement Class Members and that was authorized by the Court in its July 15, 2021 Order (available at <a href="http://www.TicketPurchaseSettlement.com">www.TicketPurchaseSettlement.com</a> ) (“Supplemental Notice Process”), Claim Forms must be submitted online or postmarked by November 10, 2021.
<b>EXCLUDE YOURSELF (OPT OUT)</b>	Get no cash payment or credit. This is the only option that allows you to ever be part of any other lawsuit against Vivid Seats about the legal claims in this case. Requests for Exclusion had to be postmarked by July 15, 2021, with the following exception: if you were sent Mailed or Emailed Notice of this Settlement as part of the Supplemental Notice Process, Requests for Exclusion must be postmarked by September 27, 2021.
<b>OBJECT OR COMMENT</b>	Write to the Court about why you do not like the Settlement. The deadline to file and serve an objection was July 15, 2021, with the following exception: if you were sent Mailed or Emailed Notice of this Settlement as part of Supplemental Notice Process, the deadline to file and serve an objection is September 27, 2021.
<b>GO TO A HEARING</b>	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 October 27, 2021 at 10 a.m. CDT.
<b>DO NOTHING NOW</b>	<p>If the event to which you purchased tickets was cancelled at any time from September 29, 2016 through April 1, 2021, the expiration date of any active, non-expired credit you have already received from Vivid Seats 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 September 29, 2016 through April 1, 2021, but has not yet been cancelled, you will receive a credit if the event is cancelled after April 1, 2021 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.TicketPurchaseSettlement.com](http://www.TicketPurchaseSettlement.com) or call 1-833-321-1231.**

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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.TicketPurchaseSettlement.com](http://www.TicketPurchaseSettlement.com). Judge Robert M. Dow Jr. of the United States District Court for the Northern District of Illinois is overseeing this class action. The lawsuit is known as *Nellis, et al. v. Vivid Seats LLC*, Case No. 1:20-cv-02486 (N.D. Ill.).

### 2. What is this lawsuit about?

The lawsuit claimed that Vivid Seats was obligated to provide payments for tickets purchased on or before April 1, 2021 to events that, at any time from September 29, 2016 through April 1, 2021, were cancelled, postponed or rescheduled, that Vivid Seats failed to do so and that ticket purchasers suffered damages and/or were otherwise entitled to relief as a result. Vivid Seats denies 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 Vivid Seats, the Defendant 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.

Vivid Seats denies the claims in the lawsuit; denies all allegations of wrongdoing, fault, liability or damage to the Plaintiffs and the Settlement Class; and denies that it acted improperly or wrongfully in any way. Vivid Seats nevertheless recognizes the expense and time that would be required to defend the lawsuit through trial and has 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 April 1, 2021 purchased a ticket through Vivid Seats to an event that, at any time from September 29, 2016 through April 1, 2021, was cancelled or was postponed or rescheduled and has not yet occurred.*

Excluded from the Settlement Class are: (1) Vivid Seats and its subsidiaries and affiliates, employees, officers, directors, agents and representatives; (2) Class Counsel; (3) the judges who have presided over this lawsuit; and (4)

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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 1-833-321-1231 or [info@TicketPurchaseSettlement.com](mailto:info@TicketPurchaseSettlement.com).

### **THE SETTLEMENT BENEFITS -- WHAT YOU GET**

#### **7. How can I get a payment?**

The proposed Settlement creates a common fund of \$7.5 million to pay approved claims made by Settlement Class Members.

If you purchased a ticket(s) through Vivid Seats on or before April 1, 2021 to an event(s) that, at any time from September 29, 2016 through April 1, 2021, was cancelled, you may have already received a credit on your Vivid Seats account 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 Vivid Seats 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 spent in credit, you must submit a Claim Form to be eligible to qualify for a payment. You must submit or postmark your Claim Form by August 30, 2021 to be eligible to qualify for a payment, with the following exception: if you were sent Mailed or Emailed Notice of this Settlement as part of the Supplemental Notice Process,, you must submit or postmark your Claim Form by November 10, 2021 to be eligible to qualify for a payment.** The Claim Form is available at [www.TicketPurchaseSettlement.com](http://www.TicketPurchaseSettlement.com). You may submit a claim by completing and signing that Claim Form and submitting it in accordance with its instructions. You may submit a Claim Form by mail to Vivid Seats Purchase Settlement, c/o Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. You may also submit a Claim Form online at [www.TicketPurchaseSettlement.com](http://www.TicketPurchaseSettlement.com). If you have any questions about the Claim Form or how to file a claim, call 1-833-321-1231 or email [info@TicketPurchaseSettlement.com](mailto:info@TicketPurchaseSettlement.com). If you claim a cash payment, you will relinquish and no longer be entitled to any credit from Vivid Seats toward the purchase of tickets to events through Vivid Seats (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(D) of the Settlement Agreement). Vivid Seats shall also have no obligation to make any charitable payment or donation in connection with your purchase of tickets to a Cancelled Event, even if Vivid Seats previously agreed to make such a charitable payment or donation. You may be asked for additional information. Follow all instructions on the Claim Form and make sure to inform the Settlement Administrator of any changes in your address after you have submitted your Claim Form.

If you purchased a ticket(s) through Vivid Seats on or before April 1, 2021 to an event(s) that, at any time from September 29, 2016 through April 1, 2021, was postponed or rescheduled but not yet cancelled, and that event is cancelled after April 1, 2021 and you hold that ticket(s) at the time of cancellation, you will be entitled to injunctive relief as part of the Settlement. Specifically, you will automatically be entitled to a credit on your Vivid Seats account toward the purchase of tickets to future events equal to 110% of the Purchase Price of the ticket(s) you purchased, less any sums already paid or 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 on your Vivid Seats account equal to \$55 (1.10 x (\$100 – \$50)). That credit will be valid through December 31, 2022. You can instead elect to receive a cash

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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 spent in credit. **To elect to receive this cash payment, you will be required to request that cash payment from Vivid Seats 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 October 27, 2021 at 10 a.m. CDT, 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 \$7.5 million?**

If Settlement Class Members' claims from the Cash Fund would result in Vivid Seats paying more than \$7.5 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 \$7.5 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 ( $(\$100/\$100) \times \$80$ ). If a Settlement Class Member originally paid a Purchase Price of \$100, originally received in 2020 a credit valued at \$110 (i.e., 110%) and receives \$80 in cash from the Cash Fund, then the Settlement Class Member will receive a credit equal to \$22 in addition to \$80 in cash and will forfeit credits valued at \$88 ( $(\$110/\$100) \times \$80$ ). If the Cash Fund is undersubscribed (i.e., fewer claims for compensation are approved than dollars or value available in the Cash Fund), then any remaining dollars within the Cash Fund shall be reallocated pro rata to previously-approved, valid claims against that Cash Fund. Vivid Seats shall have no obligation to make any charitable payment or donation in connection with a purchase of tickets to a Cancelled Event by a Settlement Class Member who receives a cash payment from the Cash Fund, even if the Cash Fund is oversubscribed or undersubscribed and even if Vivid Seats previously agreed to make such a charitable payment or donation.

#### **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 Vivid Seats 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 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.TicketPurchaseSettlement.com](http://www.TicketPurchaseSettlement.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 Vivid Seats, 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 had to be postmarked on or before July 15, 2021, with the following exception: if you were sent Mailed or Emailed Notice of this Settlement as part of the Supplemental Notice Process, any request to be excluded from the Settlement Class must be postmarked on or before September 27, 2021. All requests to be excluded from the Settlement Class 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 Vivid Seats 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: *Vivid Seats Purchase Settlement*  
PO Box 58220  
Philadelphia, PA 19102

If you exclude yourself, you must do so with respect to all tickets that you purchased through Vivid Seats on or before April 1, 2021 to events that, at any time from September 29, 2016 through April 1, 2021, 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 Vivid Seats 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 Vivid Seats 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 Claim Form to ask for a cash payment. But you may sue, continue to sue or be part of a different lawsuit against Vivid Seats.

**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 the deadline to do so 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 Steven D. Liddle, Esq., and Nicholas A. Coulson, Esq., of Liddle & Dubin, 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 \$2,500,000 and a payment of \$2,500 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



had to be filed on or before July 15, 2021 or it will not be considered, with the following exception: if you were sent Mailed or Emailed Notice of this Settlement as part of the Supplemental Notice Process, your objection must be filed on or before September 27, 2021.

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 the applicable deadline stated in the previous paragraph, and the written notice of 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 Vivid Seats 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 had to 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 July 15, 2021, with the following exception: if a Settlement Class Member was sent Mailed or Emailed Notice of this Settlement as part of the Supplemental Notice Process, the 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 September 27, 2021.

<b>Clerk of the Court</b>	<b>Class Counsel</b>	<b>Defense Counsel</b>
Clerk of the Court United States District Court for the Northern District of Illinois 219 South Dearborn Street Chicago, Illinois 60604	Steven D. Liddle, Esq. Nicholas A. Coulson, Esq. Liddle & Dubin, P.C. 975 East Jefferson Avenue Detroit, Michigan 48207	Mark S. Mester, Esq. Robert C. Collins III, Esq. Latham & Watkins LLP 330 North Wabash Ave., Ste. 2800 Chicago, Illinois 60611

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.

**20. If I do not submit an objection by the deadline to do so 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 10 a.m. CDT on October 27, 2021 in Courtroom 2303 at the United States District Court for the Northern District of Illinois, 219 South Dearborn Street, Chicago, Illinois 60604 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 had to 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 on Page 8 above, no

later than July 15, 2021, with the following exception: if you were sent Mailed or Emailed Notice of this Settlement as part of the Supplemental Notice Process, 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 on Page 8 above, no later than September 27, 2021. 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 Vivid Seats on or before April 1, 2021 to an event(s) that, at any time from September 29, 2016 through April 1, 2021, was cancelled, you may have already received a credit on your Vivid Seats account 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 Vivid Seats through December 31, 2022. If you do nothing, and do not properly submit or postmark a Claim Form by the applicable deadline set forth in Paragraph 7 above, 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 Vivid Seats about the legal issues in this case ever again.

If you purchased a ticket(s) through Vivid Seats on or before April 1, 2021 to an event(s) that, at any time from September 29, 2016 through April 1, 2021, was postponed or rescheduled but not yet cancelled, that event is cancelled after April 1, 2021, and you do nothing, you will be entitled to injunctive relief as part of the Settlement. Specifically, you will automatically be entitled to a credit on your Vivid Seats account toward the purchase of tickets to future events equal to 110% of the total Purchase Price of the ticket(s) less any sums already paid or 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 on your Vivid Seats account equal to \$55 ( $1.10 \times (\$100 - \$50)$ ). 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 April 1, 2021, less any sums already paid or spent in credit, you will be able to request one by sending your request to Vivid Seats 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 Vivid Seats about the legal issues in this case ever again.

## **EXTENDED DEADLINES FOR SETTLEMENT CLASS MEMBERS WHO RECEIVED NOTICE AS PART OF THE SUPPLEMENTAL NOTICE PROCESS**

### **25. What is the Supplemental Notice Process?**

The Supplemental Notice Process (defined on Page 1) is an additional round of Mailed and Emailed Notice that the Court ordered the Parties to send to certain Settlement Class Members by August 12, 2021. Settlement Class Members who received Mailed or Emailed Notice as part of the Supplemental Notice Process have extended deadlines to submit or postmark a Claim Form, postmark a Request for Exclusion or file an objection to the Settlement. Those extended deadlines are stated on Page 1 of this Notice.

**26. How do I know if I was sent Mailed or Emailed Notice as part of the Supplemental Notice Process?**

The Settlement Class Members who were sent Mailed or Emailed Notice as part of the Supplemental Notice Process received Mailed and Emailed Notices with a claim number that begins with “VTP2000.” All other Settlement Class Members received Mailed and Emailed Notices with a claim number that begins with “VTP1000.”

**GETTING MORE INFORMATION**

**27. 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.TicketPurchaseSettlement.com](http://www.TicketPurchaseSettlement.com).

**28. How do I get more information?**

You can call toll-free 1-833-321-1231, email [info@TicketPurchaseSettlement.com](mailto:info@TicketPurchaseSettlement.com) or visit the website at [www.TicketPurchaseSettlement.com](http://www.TicketPurchaseSettlement.com), where you will be able to find the 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:

Steven D. Liddle, Esq.  
Nicholas A. Coulson, Esq.  
**Liddle & Dubin, P.C.**  
975 East Jefferson Avenue  
Detroit, Michigan 48207  
Telephone: (313) 392-0015

**PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.**