

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (“*Settlement Agreement*” or “*Agreement*”) is entered into by and between plaintiff Rebecca Vigil, individually and in her representative capacity on behalf of all others similarly situated (the “*Named Plaintiff*”), on the one hand, and defendant SeatGeek, Inc. (“*SeatGeek*” or “*Defendant*”), on the other (collectively referred to as the “*Parties*”).

RECITALS

A. On April 24, 2020, William Trader, seeking to act individually and in a representative capacity on behalf of all others similarly situated, filed a complaint (the “*Complaint*”) commencing an action against SeatGeek in the United States District Court for the Southern District of New York (the “*Court*”) captioned *William Trader v. Seatgeek, Inc.*, Case No. 1:20-cv-3248 (the “*Trader Action*”). The Complaint alleged that SeatGeek improperly provided SeatGeek users with Credits in excess of the purchase price for live events cancelled in the wake of the COVID-19 pandemic instead of a cash refund. The Complaint asserted seven claims for relief: (1) breach of contract, (2) breach of implied contract, (3) conversion, (4) unjust enrichment, (5) negligent misrepresentation, (6) violation of § 249 of New York’s General Business Law, and (7) breach of express warranty.

B. On May 18, 2020, Dustin Snyder and Lindsey Anderson, seeking to act individually and in a representative capacity on behalf of all others similarly situated, filed the First Amended Complaint (the “*FAC*”) (the “*Snyder Action*”). The FAC eliminated William Trader as a plaintiff. The FAC alleged the same seven claims for relief as the Complaint.

C. In or about August 2020, counsel for the Parties agreed to participate in a private mediation in an effort to resolve the Snyder Action (the “*Mediation*”). The Mediation was conducted under the supervision of the Hon. James C. Francis IV (the “*Mediator*”). Counsel for the Parties met with the Mediator via Zoom on October 22, 2020, November 16, 2020, December 4, 2020, and February 19, 2021. On May 13, 2021, counsel for the Parties agreed to a non-binding term sheet which outlined a resolution of the Snyder Action, subject to a formal settlement agreement and the approval of the Court (the “*Term Sheet*”). This Settlement Agreement is the formal settlement agreement contemplated by the Term Sheet.

D. In June of 2022, as contemplated by the Term Sheet, Lindsey Anderson entered into an agreement with the Defendant which fully and finally resolved any and all individual claims by Anderson against the Defendant. Plaintiff’s counsel provided notice to the last known address of Plaintiff Snyder, who public records suggest likely passed away, of intent to dismiss his claim without prejudice should he not respond to their extensive efforts to communicate with him.

E. On September 2, 2022 as contemplated by the Term Sheet, the Named Plaintiffs filed a stipulation seeking the permission of the Court to file the Second Amended Complaint (“*SAC*”). The SAC replaced named plaintiffs Dustin Snyder and Lindsey Anderson with the Named Plaintiff (the “*Vigil Action*”). The SAC alleged the same seven claims for relief as the

Complaint and FAC. On September 6, 2022, the Court granted the Named Plaintiff leave to file the SAC.

F. The Parties have conducted an investigation of the facts and have analyzed the relevant legal issues in regard to the claims and defenses asserted in the *Vigil* Action. As part of the Mediation, SeatGeek also provided factual information to Plaintiff's Counsel in response to Plaintiff's requests.

G. The Named Plaintiff and Plaintiff's Counsel believe the claims asserted in the SAC have merit. SeatGeek believes the claims asserted in the SAC are without merit and denies any and all allegations of wrongdoing in the Complaint, the FAC and the SAC. Nonetheless, the Parties have concluded that continued litigation could be protracted and expensive and that it is desirable that the Trader Action, the Snyder Action and the Vigil Action (collectively, the "**Action**") be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement in order to limit further expense, inconvenience, and uncertainty. The Parties also have considered the uncertainties of trial and the benefits to be obtained under the proposed Settlement and have considered the costs, risks, and delays associated with the continued prosecution of this time-consuming class-action litigation and the likely appeals of any rulings or judgment in favor of either the Named Plaintiff or SeatGeek.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the Named Plaintiff and SeatGeek agree to settle the Action, subject to Court approval, under the following terms and conditions.

AGREEMENT

1. DEFINITIONS. In addition to the definitions included in the Recitals above, and in later sections of the Agreement, the following are defined terms for purposes of this Settlement Agreement:

1.1 As used herein, the term "**Claim**" means a request made by a Class Member pursuant to the procedures stated below in Section 3.6.

1.2 As used herein, the term "**Claim Form**" means the form Class Members must validly and timely submit in order to select a Refund Payment or an Extended Credit as described below in Section 2.1 via the procedure set forth below in Section 3.7. The Claim Form must be substantially similar to the form attached as **Exhibit E**.

1.3 As used herein, the term "**Claimant**" means any Class Member who submits a Claim under this Agreement.

1.4 As used herein, the term "**Claims Administrator**" means the firm SeatGeek retains, subject to Plaintiff's Counsel's approval, which will not unreasonably be withheld, which will carry out functions of the Claims Administrator described in the Settlement Agreement.

1.5 As used herein, the term "**Class Member**" means a SeatGeek User in the United States who has one or more Covered Transactions as of the Final Settlement Date.

Excluded from the Class are SeatGeek's Counsel, SeatGeek's officers and directors, the Mediator, and any judge who has presided over the Action.

1.6 As used herein, the term "**Covered Transaction**" means: (1) an initial purchase of tickets to a live event via SeatGeek's mobile website made between September 10, 2019 and March 17, 2020 by a SeatGeek User located in the United States (such user, a "**Purchaser**") or (2) the purchase of tickets on SeatGeek's mobile website or on SeatGeek's mobile application by the same Purchaser *after* the initial purchase but *before* March 17, 2020, provided the purchase meets all the following criteria as of the Final Settlement Date:

- (a) the live event for which the Purchaser purchased tickets was cancelled prior to the Settlement Date and not rescheduled;
- (b) the Purchaser received a Credit from SeatGeek without affirmatively opting to take the Credit;
- (c) the Purchaser paid SeatGeek for the purchase;
- (d) the purchase did not occur after the creation of a SeatGeek account by the Purchaser;
- (e) the Purchaser has not received a cash refund for the purchase; and
- (f) the Purchaser has not used the Credit, *i.e.*, applied it to another purchase.

1.7 As used herein, the term "**Credit**" means a Credit that SeatGeek provided to a Purchaser in lieu of a cash refund for use in connection with the purchase of tickets to future live events when an event was cancelled.

1.8 As used herein, the terms "**Defendant's Counsel**" or "**SeatGeek's Counsel**" means the law firm Cooley LLP.

1.9 As used herein, the term "**Email Notice**" means the legal notice summarizing the proposed Settlement terms, as approved by Plaintiff's Counsel, Defendant's Counsel, and the Court. The Email Notice must include a link to the Settlement Website at which the Claim Form is located and be substantially similar to the form attached as **Exhibit C**.

1.10 As used herein, the term "**Extended Credit**" means a Credit SeatGeek previously issued for a Covered Transaction with the expiration date extended through December 31, 2022 (which extension SeatGeek has agreed to make as part of the consideration for this Settlement).

1.11 As used herein, the term "**Final Approval Hearing**" means the hearing(s) to be held by the Court to consider and determine whether the proposed Settlement of this Action as contained in this Settlement Agreement should be approved as fair, reasonable,

and adequate, and whether the Final Approval Order approving the Settlement contained in this Settlement Agreement should be entered.

1.12 As used herein, the term “*Final Approval Order*” means the Court order granting final approval of the Settlement of this Action following the Final Approval Hearing. The Final Approval Order must be substantially similar to the form attached as **Exhibit F**.

1.13 As used herein, the terms “*Final Judgment*” and “*Judgment*” mean a document labeled by the Court as such and that has the effect of a judgment under Fed. R. Civ. P. 54. The Judgment must be substantially similar to the form attached as **Exhibit G**.

1.14 As used herein, the term “*Final Settlement Date*” means two business days after the Final Approval Order and Judgment become “final.” For the purposes of this paragraph, the Final Approval Order and Judgment becomes “final” either (a) thirty-one (31) calendar days after the entry of the Final Approval Order and Judgment, if no timely motions for reconsideration, appeal, or other efforts to obtain review have been filed; or (b) in the event that a motion for reconsideration, appeal, or other efforts to obtain review have been initiated, the date after any and all such motions, appeals or other efforts to obtain review have been finally concluded in favor of the Final Approval Order and Judgment, any mandates have issued and jurisdiction has been returned to the Court, and the Final Approval Order and Judgment is no longer subject to review, whether by motions, appeal, petitions for rehearing, petitions for rehearing en banc, petitions for certiorari, or otherwise.

1.15 As used herein, the term “*Follow-up Email Notice*” means a communication summarizing the proposed Settlement terms, as approved by Plaintiff’s Counsel, Defendant’s Counsel, and the Court, sent by the Claims Administrator to Class Members who do not respond to the initial Email Notice or a prior Follow-up Email Notice. Follow-up Email Notices must be substantially similar to the form attached as **Exhibit D**.

1.16 As used herein, the term “*Full Notice*” means the full legal notice of the proposed Settlement terms, as approved by Plaintiff’s Counsel, SeatGeek’s Counsel, and the Court, to be provided to Class Members under Section 3.3 of this Settlement Agreement. The Full Notice must be substantially similar to the form attached as **Exhibit B**.

1.17 As used herein, the terms “*Plaintiff’s Counsel*” means Steven D. Liddle and Nicholas A. Coulson and their law firm Liddle Sheets Coulson P.C., who will seek appointment as Class Counsel.

1.18 As used herein, the terms “*Preliminary Approval Order*” and “*Preliminary Approval and Provisional Settlement Class Certification Order*” mean the order provisionally certifying the Class for settlement purposes, approving and directing the provision of notice to the Class, and setting the Final Approval Hearing. The Preliminary Approval Order and Preliminary Approval and Provisional Settlement Class Certification Order must be substantially similar to the form attached as **Exhibit A**.

1.19 As used herein, the term “*Response Deadline*” means the deadline by which Class Members must deliver Claim Forms or requests for exclusion or make objections under this Settlement Agreement. The Response Deadline shall be eighty (80) calendar days after issuance of the initial Email Notice.

1.20 As used herein, the term “*Refund Amount*” means the full purchase price (including taxes and fees) paid by a Class Member to SeatGeek for a Covered Transaction.

1.21 As used herein, the term “*SeatGeek User*” means an individual or entity who purchased tickets to a live event via SeatGeek’s desktop website, mobile website, or mobile application.

1.22 As used herein, the term “*Settlement*” means the Settlement of this Action and related claims effectuated by this Settlement Agreement.

1.23 As used herein, the term “*Settlement Date*” means the date on which this Settlement Agreement is fully executed by the Parties.

1.24 As used herein, the term “*Settlement Website*” means the website created and administered by the Claims Administrator for purposes of this Settlement.

2. SETTLEMENT TERMS.

2.1 Award to the Settlement Class. Each Class Member is entitled to:

- (a)** Receive an Extended Credit from SeatGeek, *i.e.*, retain any unused Credits issued previously by SeatGeek to the Class Member for any Covered Transactions with the expiration date extended through December 31, 2022. Extended Credits will be issued only for purchases that qualify as Covered Transactions as of the Final Settlement Date. This extension shall only apply to Credits for Covered Transactions; *or*
- (b)** Receive a Refund Payment equal to the Refund Amount of each Covered Transaction in existence as of the Final Settlement Date. A Class Member who receives a Refund Payment (either by election or default) will forfeit any previously issued Credits for Covered Transactions. Refund Payments will be issued only for purchases that qualify as Covered Transactions as of the Final Settlement Date.

2.2 Incentive Award to Named Plaintiff. SeatGeek agrees not to oppose the Named Plaintiff’s application(s) for incentive awards of up to a maximum amount of \$1,500 to each Named Plaintiff, provided that the total amount of incentive awards does not exceed \$5,000, with such amounts subject to Court approval. The Named Plaintiff will not seek an amount greater than that amount for this Action, and in no event shall the total amount of incentive awards be greater than the foregoing amount. The Named Plaintiff’s incentive award is to be paid separate and apart from the award to the Class. If the Court approves the Settlement of this Action and incentive award to the Named Plaintiff, SeatGeek shall pay by wire transfer the amount awarded by the Court within sixty (60)

days after both of the following events occur: (a) the Final Settlement Date and (b) SeatGeek receives completed Forms W-9, dated within the prior six (6) months, from the Named Plaintiff. No interest shall be paid on any portion of the incentive award.

2.3 Attorneys' Fees and Costs. Plaintiff's Counsel agrees it will not seek an amount greater than \$487,500 total attorneys' fees, costs and litigation expenses for this Action. SeatGeek agrees not to oppose Plaintiff's Counsel's application for attorneys' fees, costs and litigation expenses of up to \$487,500 (total) and agrees to pay such amount subject to Court approval. Plaintiff's Counsel will file any papers supporting its request for attorneys' fees and costs with the Court fourteen (14) calendar days prior to the deadline for Class Members to object to the Settlement, as such deadline is defined in Section 3.9 of this Settlement Agreement. The attorneys' fees, costs and litigation expenses are paid separate and apart from the award to the Class. If the Court approves the Settlement of this Action and an award of attorneys' fees and costs to Plaintiff's Counsel, SeatGeek agrees to pay the attorneys' fees and costs approved by the Court up to \$487,500 (total) to Plaintiff's Counsel, specifically Liddle Sheets Coulson P.C., by Automated Clearing House transfer within sixty (60) days after both of the following events occur: (a) the Final Settlement Date and (b) Plaintiff's Counsel, specifically Liddle Sheets Coulson P.C., provides SeatGeek with (i) a completed Form W-9, dated within the prior sixty (60) days; (ii) a memorandum containing a mailing address (if different from the Form W-9 registered address), two telephone numbers, a facsimile number, and email address; and (iii) banking information on firm letterhead, including bank name, bank address, bank account name, bank account number/IBAN number, and bank key/sort code or SWIFT. Plaintiff's Counsel, specifically Nicholas A. Coulson and Steven D. Liddle, shall have control over and responsibility to distribute any payment of fees and costs to Plaintiff's Counsel or any other attorney or law firm that may claim entitlement to fees and costs under this Settlement or as a result of the Action. No interest shall be paid on the attorneys' fees and costs award.

2.4 Class Notice and Settlement Implementation Costs. SeatGeek shall bear the costs associated with settlement administration, including the fees and costs of the Claims Administrator.

2.5 Reduction in Named Plaintiff's Incentive Award or Plaintiff's Counsel's Attorneys' Fees or Costs. A reduction by the Court or by an appellate court of the amount of the Named Plaintiff's incentive award or attorneys' fees or litigation costs sought by Plaintiff's Counsel shall not affect any of the Parties' other rights and obligations or those of Class Members under the Settlement Agreement.

2.6 No Tax Liability. Under no circumstances will SeatGeek or SeatGeek's Counsel have any liability for taxes or tax expenses for Refund Payments, Extended Credits, incentive awards sought under the Settlement, or attorneys' fees or litigation costs sought by Plaintiff's Counsel under the Settlement. The Named Plaintiff is responsible for any taxes on incentive awards awarded by the Court, and Plaintiff's Counsel is responsible for any taxes on any attorneys' fees or litigation costs awarded by the Court. Nothing in this Settlement, or statements made during the negotiation of its terms, shall constitute tax advice by SeatGeek or SeatGeek's Counsel.

3. CLASS SETTLEMENT PROCEDURES.

3.1 Cooperation to Obtain Court Approval. Subject to the terms of the Settlement Agreement, the Parties will jointly take all reasonable steps necessary to secure the Court's approval of this Settlement Agreement and the Settlement.

3.2 Preliminary Approval and Provisional Class Certification. As soon as practicable after this Settlement Agreement is fully executed, the Named Plaintiff must take steps to obtain preliminary approval of the class action settlement and provisional class certification from the Court and entry of the Preliminary Approval Order. The motion for preliminary approval of the class-action settlement and provisional class certification must request the Court to:

- (a) preliminarily approve this Settlement Agreement on the ground it is "fair, reasonable and adequate." *Weinberger v. Kendrick*, 698 F.2d 61, 73–74 (2d Cir.1982), *cert. denied*, 464 U.S. 818, 104 S.Ct. 77, 78 L.Ed.2d 89 (1983);
- (b) preliminarily approve the form, manner, and content of the Full Notice, Email Notice, Follow-up Email Notice, and Claim Form described in Sections 3.3 and 3.6 of this Settlement Agreement, and attached as **Exhibits B-E**;
- (c) provisionally certify the Class under Rule 23(b)(3) of the Federal Rules of Civil Procedure for settlement purposes only;
- (d) find that SeatGeek has complied with 28 U.S.C. § 1715(b);
- (e) stay all proceedings in the Action against SeatGeek, except as may be necessary to implement or comply with the terms of the Settlement, until the Court renders a final decision on approval of the Settlement and set a briefing schedule for the papers in support of the Final Order;
- (f) conditionally appoint Rebecca Vigil as the class representative for settlement purposes only; and
- (g) conditionally appoint Steven D. Liddle and Nicholas A. Coulson of Liddle Sheets Coulson P.C. as Plaintiff's Counsel for settlement purposes only.

Plaintiff's Counsel must draft the motion papers and give SeatGeek's Counsel drafts of the motion and proposed order to review at least ten (10) calendar days before filing the motion. SeatGeek shall be permitted, but not required, to file its own brief or statement of non-opposition in support of the Preliminary Approval and Provisional Class Certification Order.

3.3 Class Notice. Subject to the Court entering the Preliminary Approval Order, the Parties agree that the Claims Administrator will provide the Class with notice of the proposed Settlement pursuant to the following:

- (a) **Settlement Website and Toll-Free Number.** Unless otherwise ordered by the Court, within sixty (60) calendar days after entry of the Preliminary Approval Order, the Claims Administrator will set up the Settlement Website. The Settlement Website will provide a mailing address and an email address for administrative inquiries and a toll-free telephone number. The Settlement Website will post the SAC, Settlement Agreement, Preliminary Approval Order, Full Notice, Claim Form, and within three (3) Court days after it is filed, Plaintiff's Counsel's fee application. The Settlement Website will be active until at least the Final Settlement Date. The Settlement Website shall be designed and constructed to accept electronic Claim Form submission. The toll-free telephone number will receive calls relating to the Settlement and be limited to providing automated (*i.e.*, not live operator) information about the Settlement and ability to request the emailing or mailing of a Claim Form. The toll-free telephone number will be active until at least the Final Approval Hearing. After the Response Deadline, a recording will advise any callers that the Response Deadline has passed and that information regarding the Settlement may be viewed on the Settlement Website.
- (b) **Email Notice.** Unless otherwise ordered by the Court, Email Notice shall be sent to Class Members pursuant to the following:
- (i) Within thirty-five (35) calendar days after entry of the Preliminary Approval Order, SeatGeek shall provide the Claims Administrator with the names and email addresses of all Class Members. SeatGeek shall provide Class Member information to the Claims Administrator only insofar as the information is necessary to comply with this Agreement or court order. Within ninety (90) calendar days following the conclusion of its duties and obligations pursuant to this Agreement, the Claims Administrator shall destroy all information that has been provided to it pursuant to this Agreement or work product derived from such information.
 - (ii) The Claims Administrator shall send an Email Notice to each Class Member within forty (40) calendar days of the Claims Administrator having received the names and email addresses of Class Members from SeatGeek. The Email Notice shall provide the Claim Form, internet address of the Settlement Website, and an email and mailing address to contact the Claims Administrator.
 - (iii) The Claims Administrator shall email up to four (4) Follow-up Email Notices to Class Members who do not respond to the initial Email Notice or a Follow-up Email Notice.
 - (iv) The Claims Administrator will make best efforts to locate any Class Member for whom the email address provided by SeatGeek generates an email bounce-back, and to provide Email Notice and

Follow-up Email Notices to any such Class Member at an additional email address if one can be ascertained, or if no such email address can be ascertained without a bounce-back, by postcard in a substantially similar form as the Email Notice to the Class Member's last known address as soon as practicable.

3.4 CAFA Notice. Within ten (10) calendar days after this Agreement is filed with the Court, SeatGeek shall cause to be served upon relevant government officials notice of the proposed settlement in accordance with 28 U.S.C. § 1715.

3.5 Proof of Notice. No later than ten (10) calendar days before the Final Approval Hearing, the Claims Administrator shall send Plaintiff's Counsel and SeatGeek's Counsel via email an executed declaration from the Claims Administrator confirming that notice to the Class has been provided in accordance with Section 3.3 of this Settlement Agreement. The Named Plaintiff will file the executed declaration with the Court in support of the Named Plaintiff's motion for final approval.

3.6 Claims Procedure.

- (a) **Claim Form Submission.** Class Members shall submit the Claim Form to the Claim Administrator no later than the Response Deadline. The Claim Form may be submitted electronically or by U.S. postal mail. The delivery date is deemed to be (a) the date the Claim Form is deposited in the U.S. Mail as evidenced by the postmark, in the case of submission by U.S. Mail, or (b) in the case of submission electronically, the date the Claims Administrator receives the Claim Form, as evidenced by the transmission receipt.
- (b) **Default Mechanism.** Any Class Member who does not submit a timely written exclusion request pursuant to Section 3.10 of this Settlement Agreement and who does not submit a Claim Form by the Response Deadline will receive a Refund Payment as described in and subject to the terms of Section 2.1.

3.7 Right to Verify. The Claims Administrator shall review all submitted Claim Forms for completeness, validity, accuracy, and timeliness, and may contact any Claimant to request additional information and documentation to determine the validity of any claim.

3.8 Right to Audit and Disputed Claims. The Claims Administrator shall provide SeatGeek with copies of all submitted Claim Forms. SeatGeek shall have the right to audit all submitted Claim Forms for completeness, validity, accuracy, and timeliness, and may submit its records in support of its position. This includes SeatGeek's right to verify that Class Members' Covered Transactions are still Covered Transactions as of the Final Settlement Date. If the Parties dispute a Claim Form's completeness, validity, accuracy, and timeliness, the Parties must meet and confer in good faith and work with the Claims Administrator in an effort to resolve the dispute.

3.9 Objections. Any Class Member who has not submitted a timely written exclusion request pursuant to Section 3.11 of this Settlement Agreement and who wishes to object to the

fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, must deliver a written objection to the Claims Administrator no later than the Response Deadline. The delivery date is deemed to be the date the objection is deposited in the U.S. Mail as evidenced by the postmark. It shall be the objector's responsibility to ensure receipt of any objection by the Claims Administrator. Written objections must include: (a) the name and case number of the Action; (b) the full name, address, and telephone number of the person objecting (email address is optional); (c) the words "Notice of Objection" or "Formal Objection"; (d) in clear and concise terms, the objection and legal and factual arguments supporting the objection; and (e) facts showing that the person objecting is a Class Member. The written objection must be signed and dated. Any Class Member, who submits a written objection, as described in this paragraph, has the option to appear at the Final Approval Hearing, either in person or through personal counsel hired at the Class Member's expense, to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, or to the award of attorneys' fees and costs. However, Class Members (with or without their attorneys) intending to make an appearance at the Final Approval Hearing must include on the timely and valid written objection a statement substantially similar to "Notice of Intention to Appear." If the objecting Class Member intends to appear at the Final Approval Hearing through counsel, said Class Member must also identify the attorney(s) representing the objecting Class Member who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, email address, and the state bar(s) to which counsel is admitted. If the objecting Class Member intends to request the Court to allow the Class Member to call witnesses at the Final Approval Hearing, such request must be made in the Class Member's written objection, which must also contain a list of any such witnesses and a summary of each witness's expected testimony. Only Class Members who submit timely written objections including Notices of Intention to Appear may speak at the Final Approval Hearing. If a Class Member makes an objection through an attorney, the Class Member will be responsible for his or her personal attorney's fees and costs. The objection will not be valid if it only objects to the lawsuit's appropriateness or merits.

3.10 Exclusion from the Class. Class Members may elect to exclude themselves from the Class and not to be bound by this Settlement Agreement or the Settlement. To make this election, Class Members must send a letter or postcard to the Claims Administrator stating: (a) the name and case number of the Action; (b) the full name, address, and telephone number of the Class Member requesting exclusion; and (c) a statement that he/she does not wish to participate in the Settlement, postmarked no later than the Response Deadline.

- (a) **Exclusion List.** The Claims Administrator must send Plaintiff's Counsel and SeatGeek's Counsel via email a list of Class Members who have timely and validly excluded themselves from the Class no later than ten (10) calendar days before the filing date for the Named Plaintiff's motion in support of the Final Approval Order and Judgment.
- (b) **Blow-up Clause.** Despite this Settlement Agreement, if more than five (5) percent of Class Members request exclusion, then SeatGeek may, in its sole discretion, at any time before the Final Approval Hearing, notify Plaintiff's Counsel in writing that it has elected to terminate this Settlement Agreement. If this Settlement Agreement is terminated, then this Agreement shall be deemed null and void *ab initio* and the Parties shall be

deemed restored to their respective positions status quo ante, and as if this Agreement was never executed. In that event (a) the Preliminary Approval Order and all of its provisions will be vacated by its own terms, including, but not limited to, vacating conditional certification of the Class for Settlement, conditional appointment of the Named Plaintiff as class representatives for Settlement purposes, and conditional appointment of Plaintiff's Counsel as Plaintiff's Counsel for Settlement purposes; (b) the Action will revert to the status that existed immediately before the Settlement Agreement's execution date, i.e., the filing of the SAC; and (c) no term or draft of this Settlement Agreement, or any part of the Parties' settlement discussions, negotiations or documentation will have any effect or be admissible into evidence for any purpose in the Action or any other proceeding. If the Court does not approve the Settlement or enter the Final Approval Order and Judgment for any reason, or if the Final Settlement Date does not occur for any reason, SeatGeek shall retain all its rights to object to the Action, including but not limited to SeatGeek's right to assert that the Action is subject to arbitration and its right to object to the maintenance of the Action as a class action. Nothing in this Settlement Agreement or other papers or proceedings related to the Settlement shall be used as evidence or argument by any Party concerning whether the Action is arbitrable or may properly be maintained as a class action.

3.11 Refund Payment Distribution. If the Court approves the Settlement of this Action, within thirty (30) calendar days the Claims Administrator shall provide SeatGeek with lists of: (a) Class Members who elected to receive Refund Payments, (b) Class Members who elected to receive Extended Credits, and (c) Class Members who did not submit Claim Forms. Within forty-five (45) calendar days following the Final Settlement Date SeatGeek shall issue or cause to be issued Refund Payments to Class Members who elected to receive Refund Payments or who did not submit Claim Forms using Class Members' on file payment method (unless a Class Member requests otherwise), provided that the Class Members' Covered Transactions are still Covered Transactions as of the Final Settlement Date. For the Class Members who elect to receive Refund Payments by methods other than their on file payment system, the Claims Administrator shall arrange payment by the method requested.

4. FINAL JUDGMENT AND RELEASES.

4.1 Judgment and Enforcement. The Parties agree that should the Court grant final approval of the proposed Settlement and enter Judgment, the Judgment shall include a provision for the retention of the Court's jurisdiction over the Parties to enforce the terms of this Settlement Agreement.

4.2 Final Approval Order and Judgment. Before the Final Approval Hearing, the Named Plaintiff must apply for Court approval of a proposed Final Approval Order and Final Judgment. Subject to the Court's approval, the Final Approval Order and Final Judgment shall, among other things:

- (a) finally approve the Settlement Agreement as fair, reasonable and adequate;

- (b) confirm final certification of the Class for settlement purposes pursuant to Federal Rule of Civil Procedure 23(b)(3);
- (c) find that the notice and the notice dissemination methodology complied with the Settlement Agreement, Federal Rule of Civil Procedure 23, and the Due Process Clause of the United States Constitution;
- (d) issue orders related to the relief provided for in the Settlement Agreement, including distribution of the Refund Payments, payment of incentive award, and payment of Plaintiff's Counsel's fees and costs award;
- (e) incorporate the release set forth in the Settlement Agreement;
- (f) dismiss the Action with prejudice; and
- (g) retain jurisdiction over the Action and the Parties relating to the administration, consummation, or enforcement of the Settlement Agreement or the Final Approval Order and Judgment, and for any other necessary purpose.

Plaintiff's Counsel must also draft the motion papers and give SeatGeek's Counsel drafts of the motion and proposed order to review at least ten (10) calendar days before the motion's filing and service date/deadline. SeatGeek shall be permitted, but not required, to file its own brief or statement of non-opposition in support of the Final Approval Order and Judgment.

4.3 Effect of Agreement if Settlement Is Not Approved. This Settlement Agreement was entered into only for the purpose of Settlement. In the event that the Court conditions its approval of either the Preliminary Approval Order or the Final Approval Order and Judgment on any modifications of this Settlement Agreement that are not acceptable to all Parties, or if the Court does not approve the Settlement or enter the Final Approval Order and Judgment, or if the Final Settlement Date does not occur for any reason, then this Agreement shall be deemed null and void *ab initio* and the Parties shall be deemed restored to their respective positions *status quo ante*, and as if this Agreement was never executed. In that event (a) the Preliminary Approval Order and all of its provisions will be vacated by its own terms, including, but not limited to, vacating conditional certification of the Class for Settlement, conditional appointment of the Named Plaintiff as class representative for Settlement purposes, and conditional appointment of Plaintiff's Counsel as Plaintiff's Counsel for Settlement purposes; (b) the Action will revert to the status that existed immediately before the Settlement Agreement's execution date, *i.e.*, the filing of the SAC; and (c) no term or draft of this Settlement Agreement, or any part of the Parties' settlement discussions, negotiations or documentation will have any effect or be admissible into evidence for any purpose in the Action or any other proceeding. If the Court does not approve the Settlement or enter the Final Approval Order and Judgment for any reason, or if the Final Settlement Date does not occur for any reason, SeatGeek shall retain all its rights to object to the Action, including but not limited to SeatGeek's right to assert that the Action is subject to arbitration and its right to object to the maintenance of the Action as a class action. Nothing in this Settlement Agreement or other papers or proceedings related to the Settlement shall be used as evidence or argument by any Party concerning whether the Action is arbitrable or may properly be maintained as a class action.

4.4 Release as to All Class Members. Upon entry of the Judgment, the Named Plaintiff and each member of the Class who has not timely requested exclusion from the Class, and each of their respective successors, assigns, legatees, heirs, and personal representatives, will be deemed to have released SeatGeek, and each of its past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, insurers and reinsurers, and SeatGeek's and their respective successors and predecessors in interest, subsidiaries, affiliates, direct or indirect parents, wholly or majority-owned subsidiaries, affiliated and related entities, authorized resellers, partners and privities, and each of their company-sponsored employee benefit plans and all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents ("**Released Parties**"), from the Released Claims. For purposes of this Settlement Agreement, the "**Released Claims**" are defined as all manner of action, causes of action, claims, demands, rights, suits, obligations, contracts, agreements, promises, liabilities, damages (including punitive or any other form of exemplary damages), charges, fines, penalties, losses, costs, expenses, and attorneys' fees, of any nature whatsoever related to the Covered Transactions, known or unknown, asserted or unasserted, in law or equity, fixed or contingent, which they have or may have arising out of or relating to any of the acts, omissions, or other conduct that have or could have been alleged in the Action or alleged in the SAC.

4.5 General Release by Named Plaintiff. In addition to the releases made by the Class Members set forth in Section 4.4 above, effective upon entry of the Judgment, the Named Plaintiff make the additional following general release of all claims, known or unknown (to be referred to hereinafter as the "**General Release**"). The Named Plaintiff and each of his or her successors, assigns, legatees, heirs, and personal representatives, release and forever discharge the Released Parties from all manner of action, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages (including punitive or any other form of exemplary damages), charges, fines, penalties, losses, costs, expenses, and attorneys' fees, of any nature whatsoever, known or unknown, asserted or unasserted, in law or equity, fixed or contingent. The General Release includes any unknown claims the Named Plaintiff does not know or suspect to exist in his or her favor at the time of the General Release, which, if known by him or her, might have affected his or her Settlement with, and release of, the Released Parties by the Named Plaintiff or might have affected his or her decision not to object to this Settlement Agreement or the General Release. Further, the Named Plaintiff agrees that this waiver is an essential and material term of this release and the Settlement that underlies it and that without such waiver the Settlement would not have been accepted.

5. ADDITIONAL PROVISIONS.

5.1 No Admission of Liability or Wrongdoing. This Settlement Agreement reflects the Parties' compromise and Settlement of disputed claims. Its constituent provisions, and any and all drafts, communications, and discussions relating thereto, shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law (including, but not limited to, matters respecting class certification) by any person, including SeatGeek, and shall not be offered or received in evidence or requested in discovery in this Action or any other action or proceeding as evidence of an admission or concession. SeatGeek denies the claims and contentions alleged in the Action, and maintains that it has defenses to said claims and contentions.

SeatGeek maintains that it acted appropriately and lawfully at all times, and expressly denies any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action.

5.2 Time Periods. All time periods and dates described in this Settlement Agreement are subject to the Court's approval. These time periods and dates may be changed by the Court or by the Parties' written agreement without notice to the Class, if appropriate.

5.3 Fair, Adequate, and Reasonable Settlement. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement Agreement through arms-length negotiations, taking into account all relevant factors, present and potential. This Settlement Agreement was reached after extensive negotiations between the Parties' Counsel and both directly and with the assistance of the Mediator.

5.4 Real Parties in Interest. In executing this Settlement Agreement, the Parties warrant and represent that except as provided herein, neither said claims nor any part thereof have been assigned, granted, or transferred in any way to any other person, firm, or entity.

5.5 Voluntary Agreement. This Settlement Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of the Parties, or of any other person, firm, or entity.

5.6 Binding on Successors. This Settlement Agreement shall bind and inure to the benefit of the respective successors, assigns, legatees, heirs, and personal representatives of each of the Parties.

5.7 Parties Represented by Counsel. The Parties hereby acknowledge that they have been represented in negotiations for and in the preparation of this Settlement Agreement by independent counsel of their own choosing, that they have read this Settlement Agreement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Settlement Agreement and of its legal effect.

5.8 Authorization. Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein and, further, that each Party is fully entitled and duly authorized to give this complete and final release and discharge.

5.9 Entire Agreement. This Settlement Agreement and attached exhibits contain the entire agreement between the Parties and constitute the complete, final, and exclusive embodiment of their agreement with respect to the Action. This Settlement Agreement is executed without reliance on any promise, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Settlement Agreement.

5.10 Construction and Interpretation. Neither the Parties nor any of the Parties' respective attorneys shall be deemed the drafter of this Settlement Agreement for purposes of interpreting any provision hereof in any judicial or other proceeding that may arise between or among them. This Settlement Agreement has been, and must be construed to have been, drafted by all the Parties to it, so that any rule that construes ambiguities against the drafter will have no force or effect.

5.11 Headings and Formatting of Definitions. The various headings used in this Settlement Agreement are solely for the convenience of the Parties and shall not be used to interpret this Settlement Agreement. Similarly, bolding and italicizing of definitional words and phrases is solely for the Parties' convenience and may not be used to interpret this Settlement Agreement. The headings and the formatting of the text in the definitions do not define, limit, extend, or describe the Parties' intent or the scope of this Settlement Agreement.

5.12 Exhibits. The exhibits to this Settlement Agreement are integral parts of the Settlement Agreement and Settlement and are hereby incorporated and made a part of this Settlement Agreement as though fully set forth in the Settlement Agreement.

5.13 Modifications and Amendments. No amendment, change, or modification of this Settlement Agreement or any part thereof shall be valid unless in writing signed by the Parties or their counsel.

5.14 Governing Law. This Agreement is entered into in accordance with the laws of the State of New York and shall be governed by and interpreted in accordance with the laws of the State of New York, without regard to its conflict of law principles.

5.15 Further Assurances. Each of the Parties hereto shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts or things reasonably necessary in connection with the performance of its obligations hereunder to carry out the express intent of the Parties hereto.

5.16 Agreement Constitutes a Complete Defense. To the extent permitted by law, this Settlement Agreement may be pled as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceedings that may be instituted, prosecuted, or attempted in breach of or contrary to this Settlement Agreement.

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

5.18 Continuing Jurisdiction. The Court shall retain jurisdiction over the interpretation, effectuation, and implementation of this Settlement Agreement.

5.19 Counterparts. This Settlement Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies or PDF copies of executed copies of this Agreement may be treated as originals.

5.20 Recitals. The Recitals are incorporated by reference and are part of the Settlement Agreement.

5.21 Inadmissibility. This Settlement Agreement (whether approved or not approved, revoked, or made ineffective for any reason) and any proceedings or discussions related to this Settlement Agreement are inadmissible as evidence of any liability or wrongdoing whatsoever in any court or tribunal in any state, territory, or jurisdiction. Further, neither this Settlement

Agreement, the Settlement contemplated by it, nor any proceedings taken under it, will be construed or offered or received into evidence as an admission, concession, or presumption by SeatGeek that class certification is appropriate, except to the extent necessary to consummate this Settlement Agreement and the binding effect of the Final Approval Order and Judgment.

5.22 No Conflict Intended. Any inconsistency between this Settlement Agreement and the attached exhibits will be resolved in favor of this Settlement Agreement.

5.23 Notices. Any notice, instruction, application for Court approval or application for Court orders sought in connection with the Settlement Agreement or other document to be given by any Party to any other Party shall be in writing and (a) delivered personally or sent by registered or certified mail, postage prepaid, and (b) delivered by email, if to SeatGeek to the attention of SeatGeek's Counsel, and if to Class Members to the attention of Plaintiff's Counsel on their behalf.

PLAINTIFF'S COUNSEL	SEATGEEK'S COUNSEL
Steven Liddle Nicholas A. Coulson Liddle Sheets Coulson P.C. 975 E. Jefferson Avenue Detroit, MI 48207 sliddle@lscounsel.com ncoulson@lscounsel.com	Kathleen R. Hartnett Cooley LLP 3 Embarcadero Center 20th Floor San Francisco, CA 94111 khartnett@cooley.com Ian Shapiro Amanda Liverzani Cooley LLP 55 Hudson Yards New York, NY 10001 ishapiro@cooley.com aliverzani@cooley.com

5.24 List of Exhibits: The following exhibits are attached to this Settlement Agreement:

- Exhibit A: [Proposed] Preliminary Approval and Provisional Settlement Class Certification Order
- Exhibit B: Full Notice
- Exhibit C: Email Notice
- Exhibit D: Follow-up Email Notice
- Exhibit E: Claim Form
- Exhibit F: [Proposed] Final Approval Order
- Exhibit G: [Proposed] Final Judgment

IN WITNESS WHEREOF, the Parties hereto, acting by and through their respective Counsel of record, have so AGREED.

Dated: 10/18/22, 2022



Nicholas A. Coulson

Counsel for Plaintiff and Proposed Class
Counsel

Dated: 10/17/2022, 2022

SEATGEEK, INC

DocuSigned by:

By: _____


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Title: Chief Financial Officer

EXHIBIT A

[Proposed] Preliminary Approval Order

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Rebecca Vigil, on behalf of herself and the
Putative Class

Plaintiff,

v.

SEATGEEK, INC.

Defendant.

No. 1:20-cv-3248-JPC

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
PROPOSED CLASS-ACTION
SETTLEMENT, CERTIFYING A
CLASS FOR SETTLEMENT
PURPOSES, APPROVING
PROPOSED CLASS NOTICE PLAN,
AND SCHEDULING FINAL
APPROVAL HEARING**

WHEREAS, Plaintiff Rebecca Vigil (“Named Plaintiff”) and defendant SeatGeek, Inc. (“SeatGeek,” and collectively with the Named Plaintiff, the “Parties”) have entered into a Settlement Agreement and Release (“Settlement Agreement”),¹ which, together with the exhibits attached thereto, sets forth the terms and conditions for the proposed class settlement of the claims alleged in the Second Amended Complaint (“SAC”), the operative complaint in the above-captioned action (the “Action”), on the merits and with prejudice (the “Proposed Settlement”);

WHEREAS, Named Plaintiff has filed a motion pursuant to Fed. R. Civ. P. 23(e) seeking preliminary approval of the Proposed Settlement (the “Motion”);

WHEREAS, the Parties consent to the granting of the Motion and the form and entry of this Order;

NOW THEREFORE, upon review and consideration of the Motion, the Settlement Agreement, and the exhibits attached thereto, including the proposed Full Notice, Email Notice,

¹ The Settlement Agreement, including all exhibits thereto, are hereby incorporated into this Order. Unless otherwise stated herein, the terms defined in the Settlement Agreement shall have the same meanings herein.

Follow-up Email Notice and the proposed Claim Form, and finding that substantial and sufficient grounds exist for entering this Order,

IT IS this ____ day of _____, 2022

ORDERED and ADJUDGED as follows:

1. The Court has jurisdiction over the subject matter of this Action and all Parties to the Action, including all Class Members, and venue is proper in this District.

APPROVAL OF PROPOSED SETTLEMENT

2. Subject to further consideration by the Court at the time of the Final Approval Hearing provided for below, the Court has determined that the Proposed Settlement meets the requirements for preliminary approval for the following reasons.

3. *First*, the Court finds that the Proposed Settlement is the result of good faith negotiations, conducted at arms-length over a period of several months, including a formal mediation proceeding conducted before the Honorable James C. Francis IV.

4. *Second*, the Court finds that there are no obvious deficiencies in the Proposed Settlement. The Named Plaintiff, represented by counsel experienced in the prosecution of complex consumer class actions, has investigated the factual bases for the allegations set forth in the SAC. As a result of the work performed to date, Plaintiff's Counsel has a comprehensive understanding of the strengths and weaknesses of the Action, and the risks associated with its continued litigation.

5. *Third*, the Court finds that the Proposed Settlement falls within the range of reasonable outcomes. The benefits conferred upon the proposed Settlement Class, as defined below, are reasonable and adequate in light of the relief that the Named Plaintiff and Plaintiff's

Counsel believe is likely to be recovered at trial, without the costs, uncertainty, delay, and other risks associated with continued litigation.

**PROVISIONAL CERTIFICATION OF THE CLASS
FOR SETTLEMENT PURPOSES**

6. The Named Plaintiff also asks the Court to certify the proposed Settlement Class, as defined below, for settlement purposes only. The Parties agree that if this case were to proceed to trial, SeatGeek would contest the issue of class certification.

7. **Settlement Class.** The Court finds that, for settlement purposes only, the requirements of Fed. R. Civ. P. 23(a) and (b)(3) are satisfied, and hereby provisionally certifies the following Settlement Class:

SeatGeek users in the United States who have one or more Covered Transactions as of the Final Settlement Date where a Covered Transaction means: (1) an initial purchase of tickets to a live event via SeatGeek’s mobile website made between September 10, 2019 and March 17, 2020 by a SeatGeek User located in the United States (such user, a “Purchaser”) *or* (2) the purchase of tickets on SeatGeek’s mobile website or on SeatGeek’s mobile application by the same Purchaser *after* the initial purchase but *before* March 17, 2020, provided such purchases meet all the following criteria as of the Final Settlement Date:

- (a) the live event for which the Purchaser purchased tickets was cancelled prior to the Settlement Date and not rescheduled;
- (b) the Purchaser received a Credit from SeatGeek without affirmatively opting to take the Credit;
- (c) the Purchaser paid SeatGeek for the purchase;
- (d) the purchase did not occur after the creation of a SeatGeek account by the Purchaser;
- (e) the Purchaser has not received a cash refund for the purchase; and
- (f) the Purchaser has not used the Credit, *i.e.*, applied it to another purchase.

Excluded from the Class are SeatGeek’s Counsel, SeatGeek’s officers and directors, the Mediator, and the judges presiding over the Action.

8. The Court makes the following findings with respect to class certification, for

settlement purposes only.

9. *Ascertainability.* The Parties agree that each member of the Settlement Class can be identified through SeatGeeks's internal records.

10. *Numerosity.* The Parties estimate that the size of the Settlement Class exceeds 4,000 individuals. The proposed Settlement Class is thus sufficiently numerous that joinder of all class members into one suit would be impractical.

11. *Commonality.* The commonality requirement is satisfied because the Named Plaintiff shares at least one question of fact or law with the members of the Settlement Class she seeks to represent. They arise from the same events that give rise to the claims of other Class Members and are based on the same legal theories.

12. *Adequate Representation.* The Named Plaintiff's interests are aligned with those of the other Class Members, and there is no conflict between the Named Plaintiff's interests and those of the Class Members. Further, the Court finds that Plaintiff's Counsel possesses adequate experience, has vigorously prosecuted this Action, and has acted at arm's length from SeatGeek.

13. *Predominance of Common Issues.* The Court finds that, with respect to the Proposed Settlement, the common issues raised by SeatGeek's practice of providing credits in excess of the purchase price for events cancelled in the wake of the COVID-19 pandemic in lieu of full cash refunds to SeatGeek users who were not shown a link to the terms of use at or before purchase and who did not specifically request credits predominate over any individual questions relating to the settlement of this litigation, weighing in favor of class treatment at this juncture.

14. *Superiority of the Class Action Mechanism.* The Court finds that, with respect to the Proposed Settlement, a class action is superior to all other available methods for the fair and efficient adjudication of the controversy.

15. *Conditional Appointment of Class Representative and Class Counsel.* The Court conditionally appoints Rebecca Vigil as Class Representative for the purposes of the Proposed Settlement and certification of the Settlement Class for settlement purposes only. The Court conditionally appoints Steven Liddle and Nicholas A. Coulson of Liddle Sheets Coulson P.C., 975 E. Jefferson Ave., Detroit, MI 48207 as Class Counsel pursuant to Fed. R. Civ. P. 23(g). The Named Plaintiff and Class Counsel must fairly and adequately protect and represent the interests of the Class Members.

CLASS NOTICE

16. *Provision of Class Notice.* The Court finds that the proposed Full Notice, Email Notice, and Follow-Up Email Notice, attached to the Settlement Agreement, and if applicable notice by postcard in a substantially similar form as the Email Notice, and their manner of transmission, comply with Rule 23 and due process because the notices and forms are reasonably calculated to adequately apprise Class Members of (i) the pending lawsuit, (ii) the proposed settlement, and (iii) their rights, including the right to either participate in the settlement, exclude themselves from the settlement, or object to the settlement. KCC Class Action Services, LLC is hereby appointed to administer the settlement. The Claims Administrator is directed to notify Class Members of the settlement in the manner specified under Section 3.3 of the Settlement Agreement.

REQUESTS FOR EXCLUSION AND OBJECTIONS TO SETTLEMENT

17. *Requesting Exclusion.* Class Members who want to be excluded from the settlement must send a letter or postcard to the Claims Administrator stating: (a) the name and case number of the Action: “*Vigil v. SeatGeek, Inc.*, Case No. 1:20-cv-3248-JPC”; (b) the full name, address, and telephone number of the Class Member requesting exclusion (email address is

optional); and (c) a statement that the person does not wish to participate in the Proposed Settlement, postmarked no later than one hundred twenty (120) calendar days after entry of this Order. The delivery date is deemed to be the date the request for exclusion is deposited in the U.S. Mail as evidenced by the postmark.

18. *Objection to Settlement.* Class Members who have not submitted a timely written exclusion request pursuant to paragraph 17 above and who want to object to the Settlement Agreement must deliver a written objection to the Claims Administrator no later than one hundred twenty (120) calendar days after entry of this Order. The objection must include: (a) the name and case number of the Action “*Vigil v. SeatGeek, Inc.*, Case No. 1:20-cv-3248-JPC”; (b) the full name, address, and telephone number of the person objecting (email address is optional); (c) the words “Notice of Objection” or “Formal Objection”; (d) in clear and concise terms, the objection and legal and factual arguments supporting the objection; and (e) facts showing that the person objecting is a Class Member. The written objection must be signed and dated, and must include the following language immediately above the signature and date: “I declare under penalty of perjury under the laws of the United States of America that the foregoing statements regarding class membership are true and correct to the best of my knowledge.” The delivery date is deemed to be the date the objection is deposited in the U.S. Mail as evidenced by the postmark. Any Class Member who submits a written objection, as described in this paragraph, may appear at the Final Approval Hearing, either in person or through personal counsel hired at the Class Member’s expense, to object to the Settlement Agreement. Class Members or their attorneys intending to make an appearance at the Final Approval Hearing, however, must include on the timely and valid written objection a statement substantially similar to “Notice of Intention to Appear.” If the objecting Class Member intends to appear at the Final Approval Hearing through counsel, he or

she must also identify the attorney(s) representing the objecting Class Member who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, email address, and the state bar(s) to which counsel is admitted. If the objecting Class Member intends to request the Court to allow the Class Member to call witnesses at the Final Approval Hearing, such request must be made in the Class Member's written objection, which must also contain a list of any such witnesses and a summary of each witness's expected testimony. Only Class Members who submit timely written objections including Notices of Intention to Appear may speak at the Final Approval Hearing. If a Class Member makes an objection through an attorney, the Class Member will be responsible for his or her personal attorney's fees and costs. The objection will not be valid if it only objects to the lawsuit's appropriateness or merits.

19. *Failure to Object to Settlement.* Class Members who fail to object to the Settlement Agreement in the manner specified above will: (1) be deemed to have waived their right to object to the Settlement Agreement; (2) be foreclosed from objecting (whether by a subsequent objection, intervention, appeal, or any other process) to the Settlement Agreement; and (3) not be entitled to speak at the Final Approval Hearing.

SCHEDULE AND PROCEDURES

20. *No Admissions.* Nothing in this Order is, or may be construed as, an admission or concession on any point of fact or law by or against any Party.

21. *Administration of Settlement.* Class Counsel and Counsel for SeatGeek are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Settlement, including making, without further approval of the Court, non-material changes to the form or content of the Class Notice and other exhibits that they jointly agree are reasonable and/or are necessary.

22. Termination. If the Settlement Agreement terminates for any reason, the following will occur: (a) Class certification for settlement purposes will be automatically vacated; (b) The Named Plaintiff will revert to their prior status as a non-Class Representative; (c) Plaintiff's Counsel will revert to their prior status as non-Class Counsel; and (d) the Action will revert to the status that existed immediately before the Settlement Agreement's execution date, i.e., the filing of the SAC. This Order will not waive or otherwise impact the Parties' rights or arguments regarding class certification or any trial of any claims.

23. Stay of Dates and Deadlines. All pretrial and trial proceedings and deadlines are stayed and suspended until further notice from the Court, except for such actions as are necessary to implement the Settlement Agreement and this Order.

24. Final Approval Hearing. On _____ at ____ [at least one hundred fifty-eight (158) calendar days out from entry of Preliminary Approval Order] this Court will hold a Final Approval Hearing to determine whether the Settlement Agreement should be finally approved as fair, reasonable, and adequate. This Court may order the Final Approval Hearing to be postponed, adjourned, or continued. If that occurs, SeatGeek will not be required to provide additional notice to the Settlement Class, but the updated hearing date shall be posted on the Settlement Website.

Dated: _____, 2022

Hon. John P. Cronan
U.S. DISTRICT COURT JUDGE

EXHIBIT B

Full Notice

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Rebecca Vigil, on behalf of herself and the
Putative Class

Plaintiff,

v.

No. 1:20-cv-3248-JPC

SEATGEEK, INC.

Defendant.

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

TO:

**IF YOU ARE A MEMBER OF THIS CLASS OF PERSONS, YOU SHOULD READ THIS
NOTICE CAREFULLY BECAUSE IT WILL AFFECT YOUR LEGAL RIGHTS AND
OBLIGATIONS.**

******IMPORTANT---YOU MAY AUTOMATICALLY RECIEVE A CASH REFUND AND
THEREFOREFORFEIT CREDITS ISSUED TO YOU BY SEATGEEK UNLESS YOU
RESPOND TO THIS NOTICE AND AFFIRMATIVELY CHOOSE TO KEEP SUCH
CREDITS IN LIEU OF A REFUND******

A settlement (“Settlement”) has been proposed in the class-action lawsuit referenced above pending in the United States District Court for the Southern District of New York, Case No. 1:20-cv-3248-JPC (the “Action”). If the Court gives final approval to the Settlement, each Class Member will be entitled to the benefits described herein and subject to the limitations herein. Class Member means:

A SeatGeek user in the United States who has one or more Covered Transactions as of the Final Settlement Date where a Covered Transaction means: (1) an initial purchase of tickets to a live event via SeatGeek’s mobile website made between September 10, 2019 and March 17, 2020 by a user (such user, a “Purchaser”), or (2) the additional purchase of tickets on SeatGeek’s mobile website or on mobile application by the Purchaser *after* the initial purchase but *before* March 17, 2020, provided such purchases meet all of the following criteria as of the Final Settlement Date:

- (a) the live event for which the Purchaser purchased tickets was cancelled prior to the Settlement Date and not rescheduled;
- (b) the Purchaser received a Credit from SeatGeek without affirmatively opting to take the Credit;
- (c) the Purchaser paid SeatGeek for the purchase;
- (d) the purchase did not occur after the Purchaser had created a SeatGeek account;
- (e) the Purchaser has not already received a refund for the purchase; and
- (f) the Purchaser has not used the Credit, *i.e.*, applied it to another purchase.

The Settlement only applies to ticket purchases that qualify as Covered Transactions, *i.e.*, purchases made on the mobile website or mobile application during the time-frame specified above that meet all of the other criteria described above. If you are receiving this Notice, SeatGeek’s records indicate that you received a credit from SeatGeek in lieu of a cash refund in connection with a Covered Transaction. *The credit you received was in excess of the purchase price you paid.* If the Court approves the Settlement, to the extent that the Class Member made purchases that qualify as Covered Transactions and continues to qualify as Covered Transactions as of the Final Settlement Date, each Class Member is entitled to EITHER:

- (a) **[Default Option]** Receive a Refund Payment equal to the Refund Amount of each Covered Transaction in existence as of the Final Settlement Date. A Class Member who receives a Refund Payment (either by election or default) will forfeit any previously issued Credits for Covered Transactions; *or*
- (b) **[Action Required]** Receive an Extended Credit from SeatGeek, *i.e.*, retain any unused Credits issued previously by SeatGeek to the Class Member for any Covered Transactions with the expiration date extended through December 31, 2022.

Class members who do not make an election by the Response Deadline will forfeit any unused credits previously issued by SeatGeek for Covered Transactions and will be issued a Refund Payment.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
SUBMIT A CLAIM FORM	Visit the Settlement Website located at _____ to obtain and to electronically submit a Claim Form and supporting documentation. You can also print the Claim Form from the website and then submit it by mail along with any supporting documentation.	Deadline: _____

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

	<p>On the Claim Form elect to:</p> <p>(a) Receive an Extended Credit from SeatGeek, <i>i.e.</i>, retain any unused Credits issued previously by SeatGeek to the Class Member for any Covered Transactions with the expiration date extended through December 31, 2022. This extension shall only apply to Credits for Covered Transactions;</p> <p><i>OR</i></p> <p>(b) Receive a Refund Payment equal to the Refund Amount of each Covered Transaction in existence as of the Final Settlement Date. A Class Member who receives a Refund Payment (either by election or default) will forfeit any previously issued Credits for Covered Transactions. Because this is the default option, you do not need to submit a claim if you want a Refund Payment unless you would like to update your personal or payment information. If you want to receive a Refund Payment, you should not use any existing Credit.</p> <p>Refund Payments and Extended Credits will be issued only for purchases that qualify as Covered Transactions as of the Final Settlement Date. If you use Credits issued for otherwise Covered Transaction(s) before the Final Settlement Date, you will not be issued a Refund Payment for any such transactions.</p>	
DO NOTHING	If you have not used the Credits issued to your account, you will receive a Refund Payment (<i>i.e.</i> , a refund for any Covered Transaction). You will no longer have access to any previously received Credits for Covered Transactions.	N/A
EXCLUDE YOURSELF	If you exclude yourself from the Settlement, you will not receive a Refund Payment or Extended Credit under the Settlement. Excluding yourself is the only option that allows you to ever bring or maintain your own lawsuit against SeatGeek regarding the allegations in the Action ever again.	Deadline: _____
OBJECT	You may write to the Court about why you object to (<i>i.e.</i> , don't like) the Settlement and think it should not be approved. Filing an objection does not exclude you from the Settlement.	Deadline: _____

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
	If you object, you are still eligible to receive a Refund Payment or Extended Credit.	
GO TO THE “FAIRNESS HEARING”	<p>The Court will hold a Final Approval Hearing or “Fairness Hearing” to consider the Settlement and the request for attorneys’ fees and costs of the lawyers who brought the Action.</p> <p>You may, but are not required to, speak at the Fairness Hearing about any objection you filed to the Settlement. If you intend to speak at the Fairness Hearing, you must also include as part of your objection a “Notice of Intention to Appear” to the Court and the Parties’ attorneys indicating your intent to do so.</p>	Hearing Date: <hr style="width: 100%;"/>

- These rights and options—**and the deadlines to exercise them**—are explained in more detail below.
- The Court in charge of this Action has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The relief provided to Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. *Please be patient.*

WHAT THIS NOTICE CONTAINS

BACKGROUND INFORMATION##

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3. Why is this a class action?
4. Why is there a Settlement?
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THE PROPOSED SETTLEMENT.....##

7. What relief does the Settlement provide to the Class Members?

HOW TO REQUEST A REFUND PAYMENT – SUBMITTING A CLAIM FORM##

- 8. How can I get a Refund Payment?
- 9. When will I get a Refund Payment and what is the deadline to cash the check for the Refund Payment?

THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFF##

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HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT##

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FAIRNESS HEARING.....##

- 17. What is the Fairness Hearing?
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ADDITIONAL INFORMATION.....##

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BACKGROUND INFORMATION

1. *Why did I get this Notice?*

You received this Notice because a Settlement has been reached in this Action. According to SeatGeek’s available records you are a member of the Settlement Class and may be eligible for the relief detailed below.

This Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement (which defines certain capitalized terms used in this Notice), see Section 20 below.

2. *What is this lawsuit about?*

Plaintiff Rebecca Vigil (the “Named Plaintiff”) filed a lawsuit against SeatGeek on behalf of herself and all others similarly situated. The lawsuit alleges that SeatGeek did not provide customers with full cash refunds to events cancelled during the COVID-19 pandemic and that such refunds were required by SeatGeek’s Buyer Guarantee.

SeatGeek maintains that it acted consistently with the Terms of Use published on its website and through its mobile app and gave customers the option to receive cash. SeatGeek denies each and every one of the allegations of unlawful conduct, any wrongdoing, and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. SeatGeek further denies that any Class Member is entitled to any relief and, other than for settlement purposes, and that this Action is appropriate for certification as a class action.

The issuance of this Notice is not an expression of the Court’s opinion on the merits or the lack of merits of the Representative Plaintiff’s claims in the Action.

For information about how to learn about what has happened in the Action to date, please see Section 20 below.

3. *Why is this a class action?*

In a class-action lawsuit, one or more people called the “Named Plaintiff(s)” (in this Action, Rebecca Vigil) sue on behalf of other people who have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Class Members. The company sued in this case, SeatGeek, is called the Defendant.

4. *Why is there a Settlement?*

The Named Plaintiff has made claims against SeatGeek. SeatGeek denies that it has done anything wrong or illegal and admits no liability. The Court has **not** decided that the Named Plaintiff or SeatGeek should win this Action. Instead, both sides agreed to a Settlement in order to limit further expense, inconvenience, and uncertainty. That way, the Parties avoid the cost of a trial, and the Class Members will receive relief now rather than years from now, if at all.

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

The Court has decided that everyone who fits this description is a Class Member for purposes of the proposed Settlement:

A SeatGeek user in the United States who has one or more Covered Transactions as of the Final Settlement Date where a Covered Transaction means: (1) an initial purchase of tickets to a live event via SeatGeek’s mobile website made between September 10, 2019 and March 17, 2020 by a user (such user, a “Purchaser”), or (2) the additional purchase of tickets on SeatGeek’s mobile website or on mobile application by the Purchaser *after* the initial purchase but *before* March 17, 2020, provided such purchases meet all of the following criteria as of the Final Settlement Date:

- (a) the live event for which the Purchaser purchased tickets was cancelled prior to the Settlement Date and not rescheduled;
- (b) the Purchaser received a Credit from SeatGeek without affirmatively opting to take the Credit;
- (c) the Purchaser paid SeatGeek for the purchase;
- (d) the purchase did not occur after the Purchaser had created a SeatGeek account;
- (e) the Purchaser has not already received a refund for the purchase; and
- (f) the Purchaser has not used the Credit, *i.e.*, applied it to another purchase.

6. *I’m still not sure if I am included.*

If you are still not sure whether you are included, you can contact the Claims Administrator for free help about whether you are a Class Member. The email address of the Claims Administrator is _____, the U.S. postal (mailing) address is _____, and the toll-free telephone number is _____.

THE PROPOSED SETTLEMENT

7. *What relief does the Settlement provide to the Class Members?*

Each Class Member is entitled to:

- (a) **[Default Option]** Receive a Refund Payment equal to the Refund Amount of each Covered Transaction in existence as of the Final Settlement Date. A Class Member who receives a

Refund Payment (either by election or default) will forfeit any previously issued Credits for Covered Transactions; *or*

- (b) **[Action Required]** Receive an Extended Credit from SeatGeek, *i.e.*, retain any unused Credits issued previously by SeatGeek to the Class Member for any Covered Transactions with the expiration date extended through December 31, 2022. This extension shall only apply to Credits for Covered Transactions.

Refund Payments and Extended Credits will be issued only for purchases that qualify as Covered Transactions as of the Final Settlement Date. If you use Credits issued for otherwise Covered Transaction(s) before the Final Settlement Date, you will not be issued a refund Payment for any such transactions.

SUBMITTING A CLAIM FORM

8. *How do I choose to get a Refund Payment?*

If you do not submit a Claim Form by the Response Deadline, you will automatically receive a Refund Payment and will no longer have access to any previously received Credits for Covered Transactions. To elect to choose between an Extended Credit, or to receive a Refund Payment if your method of payment is no longer active, you must send in a Claim Form by the Response Deadline.

A Claim Form is available by clicking [HERE](#) or on the Internet at the website _____ . **You must include your personal Claim Code on the Claim Form.** The Claim Form may be submitted electronically or by postal mail. Read the instructions carefully, fill out the form, and postmark it by _____ or submit it online on or before 11:59 p.m. (Pacific) on _____ .

9. *When will I get a Refund Payment?*

As described in Sections 17 and 18 below, the Court will hold a hearing on _____ at _____ , to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. You can check on the progress of the case on the website dedicated to the Settlement at _____ . ***Please be patient.***

If the Court approves the Settlement of this Action, within forty-five (45) calendar days following the Final Settlement Date SeatGeek or the Clean Administrator will issue your Refund Payment using your on file payment method unless you request otherwise on your Claim Form.

THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFF

10. *Do I have a lawyer in this case?*

The Court has ordered that Steven D. Liddle and Nicholas A. Coulson of the law firm of Liddle Sheets Coulson P.C. (“Class Counsel”) will represent the interests of all Class Members. You will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

11. *How will the lawyers be paid?*

SeatGeek has agreed to pay Class Counsel’s attorneys’ fees and costs up to \$487,5000 subject to approval by the Court. You will not be required to pay any attorneys’ fees or costs for Class Counsel’s attorneys’ fees and costs.

12. *Will the Representative Plaintiff receive any compensation for their efforts in bringing this Action?*

The Representative Plaintiff will request a service award (also known as an “incentive award”) of up to \$1,500 for their services as class representative and their efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to the Representative Plaintiff. SeatGeek agrees to pay to the Representative Plaintiff the incentive award approved by the Court up to \$5,000.

DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS

13. *What am I giving up to obtain relief under the Settlement?*

If the Court approves the proposed Settlement, unless you exclude yourself from the Settlement, you will be releasing your claims against SeatGeek. This means that you will not be able to file a lawsuit, continue prosecuting a lawsuit, or be part of any other lawsuit against SeatGeek regarding the allegations in the Action. The Settlement Agreement, available on the Internet at the website _____ contains the full terms of the release.

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

14. *How do I exclude myself from the Settlement?*

You may exclude yourself from the Class and the Settlement. If you want to be excluded, you must send a letter or postcard stating: (a) the name and case number of the Action: “*Vigil v. SeatGeek*, Case No. 20-cv-03248-JPC”; (b) your full name, address, and telephone number (email address optional); and (c) a statement that you do not wish to participate in the Settlement, postmarked no later than _____ to the Claims Administrator at:

Vigil v. SeatGeek Litigation Settlement

c/o _____

If you timely request exclusion from the Class, you will be excluded from the Class, you will not be bound by the judgment entered in the Action, and you will not be precluded from prosecuting any timely, individual claim against SeatGeek based on the conduct complained of in the Action.

If you exclude yourself, you cannot receive a Refund Payment or Extended Credit from this Settlement.

HOW TO OBJECT TO THE SETTLEMENT

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

At the date, time, and location stated in Section 18 below, the Court will hold a Fairness Hearing to determine if the Settlement is fair, reasonable, and adequate, and to also consider Class Counsel's request for an award of attorneys' fees and costs.

If you wish to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, you must submit a written objection to the Claims Administrator at the address set forth below no later than (*i.e.*, postmarked by) _____.

Vigil v. SeatGeek Litigation Settlement

c/o _____

The written objections must state: (a) the name and case number of the Action: "*Vigil v. SeatGeek*, Case No. 20-cv-03248-JPC"; (b) the full name, address, and telephone number of the person objecting (email address optional); (c) the words "Notice of Objection" or "Formal Objection"; (d) in clear and concise terms, the objection and legal and factual arguments supporting the objection; and (e) facts showing that the person objecting is a Class Member. The written objection must be signed and dated, and must include the following language immediately above the signature and date:

"I declare under penalty of perjury under the laws of the United States of America that the foregoing statements regarding class membership are true and correct to the best of my knowledge."

You may, but need not, submit your objection through counsel of your choice. If you do make your objection through an attorney, you will be responsible for your personal attorney's fees and costs.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FAIRNESS HEARING.

If you submit a written objection, you may appear at the Fairness Hearing, either in person or through personal counsel hired at your expense, to object to the Settlement Agreement. You are not required, however, to appear. If you, or your attorney, intend to make an appearance at the Fairness Hearing,

you must include on your timely and valid written objection a statement substantially similar to “Notice of Intention to Appear.”

If you intend to appear at the Fairness Hearing through counsel, you must also identify the attorney(s) representing you who will appear at the Fairness Hearing and include the attorney(s) name, address, phone number, email address, and the state bar(s) to which counsel is admitted. Also, if you intend to request the Court to allow you to call witnesses at the Fairness Hearing, such request must be made in your written objection, which must also contain a list of any such witnesses and a summary of each witness’s expected testimony.

If you object, you are still eligible to receive a Refund Payment or Extended Credit at your election if you timely complete and submit a valid Claim Form.

16. *What is the difference between excluding myself and objecting to the Settlement?*

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 Settlement no longer affects you.

FAIRNESS HEARING

17. *What is the Fairness Hearing?*

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Fairness Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class, as well as to consider the award of attorneys’ fees and costs to Class Counsel.

18. *When and where is the Fairness Hearing?*

On _____, 2022 at _____, a hearing will be held on the fairness of the proposed Settlement. At the Fairness Hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement’s fairness. The Fairness Hearing will take place before the Honorable John P. Cronan in Courtroom 12D of the United States District Court for the Southern District of New York, located at 500 Pearl Street, New York, New York 10007-1312. The Fairness Hearing may be postponed to a different date or time or location without notice. Please check _____ for any updates about the Settlement generally or the Fairness Hearing specifically. If the date or time of the Fairness Hearing changes, an update to the Settlement website will be the only way you will be informed of the change.

19. *May I speak at the Fairness Hearing?*

At the Fairness Hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

You may attend, but you do not have to. As described above in Section 15, you may speak at the Fairness Hearing only if (a) you have timely served and filed an objection and (b) you have timely and validly provided a Notice of Intent to Appear.

If you have requested exclusion from the Settlement, however, you may not speak at the Fairness Hearing.

ADDITIONAL INFORMATION

20. *How do I get more information?*

To see a copy of the Settlement Agreement, the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, and the operative complaint filed in the Action, please visit the Settlement website located at: _____. Alternatively, you may contact the Claims Administrator at the email address: _____, the U.S. postal address (mailing): _____, or the toll-free telephone number: _____.

This description of this Action is general and does not cover all of the issues and proceedings that have occurred. In order to see the complete file, you should visit www.pacer.gov or contact the Clerk's office at 500 Pearl Street, New York, New York 10007-1312 (212-805-0800). The Clerk will tell you how to obtain the file for inspection and copying at your own expense.

21. *What if my address or other information has changed or changes after I submit a Claim Form?*

It is your responsibility to inform the Claims Administrator of your updated information. You may do so at the address below:

Vigil v. SeatGeek Litigation Settlement

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.

Dated: _____, 2022

By: Order of the Southern District of New
York
HONORABLE JOHN P. CRONAN

UNITED STATES DISTRICT COURT
JUDGE

EXHIBIT C

Email Notice

To: _____

From: _____

Re: LEGAL NOTICE OF SETTLEMENT OF CLASS ACTION

SeatGeek's records indicate that you purchased tickets to a live event via SeatGeek's mobile website or mobile application between September 10, 2019 and March 17, 2020 for which you received a credit in excess of the purchase price ("Credit") instead of a refund of the full purchase price (including taxes and fees) following the cancellation of that event. You are eligible to either receive a refund or to retain any unused Credits that were issued to you in connection with a cancelled event for a future SeatGeek purchase. If you choose to retain your unused Credits they will be extended from the current expiration date to December 31, 2022. In order to keep your unused Credits you must reply to this Notice. If you do not respond, you will forfeit your unused Credits, and receive a refund instead.

*****IMPORTANT--YOU MAY AUTOMATICALLY RECIEVE A CASH REFUND AND THEREFORE FORFEIT CREDITS ISSUED TO YOU BY SEATGEEK UNLESS YOU RESPOND TO THIS NOTICE AND AFFIRMATIVELY CHOOSE TO KEEP SUCH CREDITS IN LIEU OF A REFUND*****

Your Personal Claim Code is:

This code is unique to you. Keep your code safe and do not share it with others.

Why did I get this notice? A settlement ("Settlement") has been proposed in a class-action lawsuit pending in the United States District Court for the Southern District of New York ("Court") titled *Vigil v. SeatGeek*, Case No. 1:20-cv-3248-JPC (the "Action"). According to SeatGeek's records, you are a Class Member, as defined therein. The purpose of this notice is to inform you of the Action and the Settlement so that you may decide what steps to take in relation to it.

What is the Action about? Plaintiff Rebecca Vigil (the "Representative Plaintiff") filed a lawsuit against SeatGeek on behalf of herself and all others similarly situated. The lawsuit alleges that SeatGeek did not provide users with full refunds to cancelled events as required by SeatGeek's Buyer Guarantee. SeatGeek denies wrongdoing and liability, and both sides disagree on how much, if anything, the Class could have recovered after trial. **No court has decided which side is right. But both sides agreed to provide benefits to certain SeatGeek purchasers and to resolve the case in order to limit further expense, inconvenience, and uncertainty.**

Who is a Class Member? For purposes of the Settlement, a "Class Member" means a SeatGeek user in the United States who has one or more "Covered Transactions" as of the Final Settlement Date. A Covered Transaction means: (1) an initial purchase of tickets to a live event via SeatGeek's mobile website made between September 10, 2019 and March 17, 2020 by a SeatGeek User located in the United States (such user, a "Purchaser") or (2) the purchase of tickets on SeatGeek's mobile website or on SeatGeek's mobile application by the same Purchaser *after* the initial purchase but *before* March 17, 2020, provided such purchases meet all the following criteria as of the Final Settlement Date:

- (a) the live event for which the Purchaser purchased tickets was cancelled prior to the Settlement Date and not rescheduled;
- (b) the Purchaser received a Credit from SeatGeek without affirmatively opting to take the Credit;
- (c) the Purchaser paid SeatGeek for the purchase;
- (d) the purchase did not occur after the creation of a SeatGeek account by the Purchaser;
- (e) the Purchaser has not received a cash refund for the purchase; and
- (f) the Purchaser has not used the Credit, *i.e.*, applied it to another purchase.

What relief does the Settlement provide? With respect to purchases that qualify as Covered Transactions, SeatGeek has agreed to provide each Class Member the right to either:

- (a) **[Default Option]** Receive a Refund Payment equal to the Refund Amount of each Covered Transaction in existence as of the Final Settlement Date. A Class Member who receives a Refund Payment (either by election or default) will forfeit any previously issued Credits for Covered Transactions;
or
- (b) **[Action Required]** Receive an Extended Credit from SeatGeek, *i.e.*, retain any unused Credits issued previously by SeatGeek to the Class Member for any Covered Transactions with the expiration date extended through December 31, 2022. This extension shall only apply to Credits for Covered Transactions.

The relief applies only to Covered Transactions. You may have received credits from SeatGeek as a result of event cancellations that do not qualify as Covered Transactions.

Refund Payments and Extended Credits will be issued only for purchases that qualify as Covered Transactions as of the Final Settlement Date. If you use Credits issued for otherwise Covered Transaction(s) before the Final Settlement Date, you will not be issued a Refund Payment for any such transactions. If you wish to receive a Refund Payment, do not use your Credits.

How do I make an election? To make an election, you must timely complete and submit a valid Claim Form. A Claim Form is available on the Settlement Website [insert link]. The deadline to submit a Claim Form is _____ (“Response Deadline”). If you want to receive a Refund Payment and do not need to update your personal or payment information, you do not need to submit a Claim Form.

Class members who do not make an election by the Response Deadline will forfeit their Credits

and receive a Refund Payment. Class Members who receive a Refund Payment (either by election or default) will not be able to use any previously received Credits for Covered Transactions.

What are my other options? If you do not want to be legally bound by the Settlement, you must exclude yourself by _____, or you will not be able to sue SeatGeek about the legal claims alleged in the Action ever again. If you exclude yourself, you cannot receive a Refund Payment or Extended Credit from this Settlement. If you stay in the Settlement by not excluding yourself, you may object to it by _____. If you object, you are still eligible to receive a Refund Payment or Extended Credit at your election if you timely complete and submit a valid Claim Form. The detailed notice available on the Settlement Website [URL] explains how to request exclusion or object. The Court will hold a Fairness Hearing on _____ at _____ to consider whether to approve the Settlement, the request by Liddle Sheets Coulson P.C., the lawyers representing all Class Members, for \$478,500 in attorneys' fees and costs, and the requests by the class representative (Rebecca Vigil) for \$1,500. You may ask to appear at the Fairness Hearing, but you do not have to.

More information? For complete information about the Settlement, to view the Settlement Agreement, related Court documents and Claim Form, and to learn more about how to exercise your various options under the Settlement, visit [URL]. You may also contact the Claims Administrator at [email address], [postal address], or [toll-free telephone number].

EXHIBIT D

Follow-Up Email Notice

To: _____

From: _____

Re: LEGAL NOTICE OF SETTLEMENT OF CLASS ACTION

****You are receiving this email because our records indicate you have not submitted a Claim Form. If you do not submit a Claim Form by the Response Deadline, you will be automatically issued a Refund Payment to your original method of payment and therefore lose Credits in your SeatGeek Account.****

[Text of Email Notice]

EXHIBIT E

Claim Form

Vigil v. SeatGeek, Case No. 1:20-cv-3248-JPC
CLAIM FORM

PERSONAL INFORMATION. Please legibly print or type the following information:

Name (first, middle, and last): _____

Residential Street Address: _____

City, State, and ZIP code: _____

Telephone Number: (____) _____ Email Address: _____

The above information will be used to communicate with you if any additional information is needed for or problems arise with your claim.

*****IMPORTANT---YOU WILL AUTOMATICALLY RECIEVE A REFUND AND
THEREFORE FORFEIT CREDITS ISSUED TO YOU BY SEATGEEK UNLESS YOU
RESPOND TO THIS NOTICE AND AFFIRMATIVELY CHOOSE TO KEEP SUCH
CREDITS*****

CLAIM INFORMATION.

CLAIM ID: _____

Your personal Claim ID is in the Email Notice you received. The Claims Administrator will use your Claim ID to verify that you are a Class Member.

You are a Class Member if you are a SeatGeek User in the United States that has one or more Covered Transactions. Covered Transaction means: (1) an initial purchase of tickets to a live event via SeatGeek's mobile website made between September 10, 2019 and March 17, 2020 by a SeatGeek User located in the United States (such user, a "**Purchaser**") or (2) the purchase of tickets on SeatGeek's mobile website or on SeatGeek's mobile application by the same Purchaser *after* the initial purchase but *before* March 17, 2020, provided such purchases meet all the following criteria as of the Final Settlement Date:

- (a) the live event for which the Purchaser purchased tickets was cancelled prior to the Settlement Date and not rescheduled;
- (b) the Purchaser received a Credit from SeatGeek without affirmatively opting to take the Credit;
- (c) the Purchaser paid SeatGeek for the purchase;
- (d) the purchase did not occur after the creation of a SeatGeek account by the Purchaser;

- (e) the Purchaser has not received a cash refund for the purchase; and
- (f) the Purchaser has not used the Credit, i.e., applied it to another purchase.

ELECTION OF SETTLEMENT RELIEF.

(select one)

- I elect to receive an Extended Credit from SeatGeek, *i.e.*, retain any unused Credits issued previously by SeatGeek to me for any Covered Transactions with the expiration date extended through December 31, 2022.
- I elect to receive a Refund Payment equal to the purchase price (including taxes and fees) I paid to SeatGeek for the Covered Transaction(s). I understand that by electing to receive a Refund Payment, I will forfeit the Credits issued to me by SeatGeek and that I will no longer have access to any previously received unused Credits for the Covered Transaction(s). I understand that the Credits I was issued exceeded the purchase price (including taxes and fees) I paid to SeatGeek for the Covered Transaction(s).

Refund Payments and Extended Credits will be issued only for purchases that qualify as Covered Transactions as of the Final Settlement Date.

If you use Credits issued for otherwise Covered Transaction(s) before the Final Settlement Date, you will not be issued a Refund Payment for any such transactions.

ACKNOWLEDGEMENT

I have received notice of the class-action Settlement in this case, and I am a member of the class of persons described in the notice. I agree to release all the claims, known and unknown, as stated in the Settlement Agreement. I submit to the jurisdiction of the United States District Court for the Southern District of New York with regard to my claim and for purposes of enforcing the release of claims stated in the Settlement Agreement.

I am aware that I can obtain a copy of the long-form notice (also known as the Full Notice) and Settlement Agreement by visiting the Settlement Website [URL]. I agree to furnish additional information to support this claim if required to do so.

IF SUBMITTED ELECTRONICALLY:

- I agree that by submitting this Claim Form I certify under penalty of perjury of the laws of the United States of America that the foregoing is true and correct to the best of my knowledge and that checking this box constitutes my electronic signature on the date of its submission.**

IF SUBMITTED BY U.S. MAIL:

[Address to be furnished by Claims Administrator once retained]

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge.

Dated: _____
250774939 v3

Signature: _____

EXHIBIT F

[Proposed] Final Approval Order

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

REBECCA VIGIL, on behalf of herself and
the Putative Class

Plaintiff,

v.

SEATGEEK, INC.

Defendant.

No. 1:20-cv-3248-JPC

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS-
ACTION SETTLEMENT**

On _____, this Court heard Plaintiff Rebecca Vigil’s (“Named Plaintiff”) motion for final approval of the class-action settlement (the “Motion”).

The Court previously entered an Order dated _____, preliminarily approving the Settlement, certifying the putative class in the above-captioned action (the “Action”) for settlement purposes only, ordering notice to be provided to Class Members by email, and if applicable follow-up email notice or notice by postcard in a substantially similar form as the email notice, with a Settlement Website that posted the Full Notice and other information about this case, scheduling a Final Approval Hearing for _____, and providing an opportunity for Class Members to object to the proposed settlement (the “Preliminary Approval Order”).

NOW THEREFORE, upon review and consideration of the Motion and supporting papers, including the Settlement Agreement and Release (“Settlement Agreement”),¹ any objections filed with or presented to the Court, the Parties’ responses to any objections, and Counsel’s arguments, and finding that substantial and sufficient grounds exist for entering this Order,

IT IS this _____ day of _____, 2022

¹ The Settlement Agreement, including all exhibits thereto, are hereby incorporated into this Order. Unless otherwise stated herein, the terms defined in the Settlement Agreement shall have the same meanings herein.

ORDERED and ADJUDGED as follows:

1. The Court has jurisdiction over the subject matter of this Action and all Parties to the Action, including all Class Members, and venue is proper in this District.

2. Upon review of the record, the Court hereby finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, and therefore approves it. The Court has come to this determination pursuant to the factors outlined in cases such as *Weinberger v. Kendrick*, 698 F.2d 61, 73 (2d Cir. 1982), and *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d 96 (2d Cir. 2005) as well as Fed. R. Civ. P. 23(e)(2). Among other matters considered, the Court took into account:

- a. The complexity, expense, and likely duration of the litigation.* This case presents complex factual and legal questions that, absent settlement, would have to be resolved through extensive proceedings for which the outcome is uncertain, including contested class certification proceedings and an extensive factual record, summary judgment briefing, and a complicated, lengthy trial of any claims that survive summary judgment. An appeal almost certainly would follow any ruling on class certification, summary judgment, and/or trial, whatever its outcome, thereby further delaying this case's final resolution for a period of months or even years.
- b. The reaction of the Class to the Settlement.* The reaction of the Class to the Settlement has been [highly/largely] favorable. Of the more than XXX potential Class Members, only XXX have timely opted out and [only __ have objected.] The Court has considered and objections and overrules them.
- c. The stage of the proceedings.* The Parties have conducted an investigation of the

facts and have analyzed the relevant legal issues in regard to the claims and defenses asserted in the Action. SeatGeek has provided factual information requested by Plaintiff's Counsel to Plaintiff's Counsel in connection with the Mediation and pursuant to the Settlement Agreement's provision on Confirmatory Discovery (Section 5.1).

- d. *The risks of establishing liability and the risks of establishing damages.*** SeatGeek vigorously disputes both liability and damages, as well as the ability to make those determinations on a class-wide basis. Plaintiff's ability to establish both liability and damages will likely require expensive and time-consuming analysis.
- e. *The risks of maintaining class action status through trial.*** While SeatGeek consents to the certification of a class for settlement purposes, it has indicated its vehement opposition to any attempt to certify a litigation class for trial. The Named Plaintiff acknowledges, and the Court finds, that there is a risk that a class action cannot be maintained through a trial.
- f. *The ability of Defendant to withstand a greater judgment.*** A defendant's ability to withstand a higher judgment standing alone, does not suggest that the settlement is unfair; it must be weighed against the other factors. *D'Amato v. Deutsche Bank*, 236 F.3d 78, 86 (2d Cir. 2001). Here, the Settlement represents a fair, reasonable, and adequate payment under the Named Plaintiff's theories of liability and SeatGeek's ability to withstand a greater judgement should be given little weight.
- g. *The reasonableness of the Settlement in light of the best possible recovery and in light of all the attendant risks of litigation.*** Each Class Member is entitled to: (a) receive an Extended Credit from SeatGeek, *i.e.*, retain any unused Credits issued

previously by SeatGeek to the Class Member for any Covered Transactions with the expiration date extended through December 31, 2022 (which extension shall only apply to Credits for Covered Transactions); or (b) receive a Refund Payment equal to the Refund Amount of each Covered Transaction in existence as of the Final Settlement Date. A Class Member who receives a Refund Payment (either by election or default) will forfeit any previously issued Credits for Covered Transactions. For Class Members who have not excluded themselves from the class, this represents a substantial recovery in light of SeatGeek's challenges to Plaintiffs' theories of liability.

3. *Negotiated Settlement.* The Court finds that extensive arm's-length negotiations have taken place, in good faith, between Class Counsel and SeatGeek's Counsel resulting in the Settlement Agreement. *See In re Telik, Inc. Sec. Litig.*, 576 F. Supp. 2d 570, 576-577 (S.D.N.Y. 2008). These negotiations were presided over by an experienced mediator, the Honorable James C. Francis IV.

4. *Notice to Class.* The Court finds that the Claims Administrator retained by SeatGeek provided notice to Class Members in compliance with Section 3.3 of the Settlement Agreement, due process, and Rule 23 of the Federal Rules of Civil Procedure. The notice: (i) fully and accurately informed Class Members about the lawsuit and settlement; (ii) provided sufficient information so that Class Members were able to decide whether to accept the benefits offered, opt-out and pursue their own remedies, or object to the proposed settlement; (iii) provided procedures for Class Members to file written objections to the proposed settlement, to appear at the hearing, and to state objections to the proposed settlement; and (iv) provided the time, date, and place of the final Fairness Hearing.

5. ***Class Certification for Settlement Purposes.*** For the reasons stated in the Preliminary Approval and Provisional Settlement Class Certification Order, and having found nothing in any submitted objections that would disturb these previous findings, the Court finds and determines that the proposed Settlement Class, as defined below, meets all of the legal requirements for class certification for settlement purposes under Federal Rule of Civil Procedure 23(a) and (b)(3).

6. ***Class Members.*** The Class Members are defined as:

SeatGeek users in the United States who has one or more Covered Transactions as of the Final Settlement Date where a Covered Transaction means: (1) an initial purchase of tickets to a live event via SeatGeek’s mobile website made between September 10, 2019 and March 17, 2020 by a SeatGeek User located in the United States (such user, a “Purchaser”) *or* (2) the purchase of tickets on SeatGeek’s mobile website or on SeatGeek’s mobile application by the same Purchaser *after* the initial purchase but *before* March 17, 2020, provided such purchases meet all the following criteria as of the Final Settlement Date:

- (a) the live event for which the Purchaser purchased tickets was cancelled prior to the Settlement Date and not rescheduled;
- (b) the Purchaser received a Credit from SeatGeek without affirmatively opting to take the Credit;
- (c) the Purchaser paid SeatGeek for the purchase;
- (d) the purchase did not occur after the creation of a SeatGeek account by the Purchaser;
- (e) the Purchaser has not received a cash refund for the purchase; and
- (f) the Purchaser has not used the Credit, *i.e.*, applied it to another purchase.

Excluded from the Class are SeatGeek’s Counsel, SeatGeek’s officers and directors, the Mediator, and the judges presiding over the Action.

7. ***Consummation of Settlement Agreement.*** Class Counsel and SeatGeek are directed to consummate the Settlement in accordance with the Settlement Agreement. Within forty-five (45) calendar days following the Final Settlement Date SeatGeek shall issue or cause to

be issued Refund Payments to Class Members who elected to receive Refund Payments or who did not submit Claim Forms using Class Members' on file payment method (unless a Class Member requests otherwise), provided that the Class Members' Covered Transactions are still Covered Transactions as of the Final Settlement Date. For the Class Members who elect to receive Refund Payments by methods other than their on file payment system, the Claims Administrator shall arrange payment by the method requested. For those Class Members who elect to retain their Credits, SeatGeek is ordered to extend the expiration date to December 31, 2022. Without further order of the Court, the Parties may agree to reasonable extensions of the time to carry out any provisions of the Settlement Agreement.

8. *Incentive Award to Class Representative.* An incentive award to the Named Plaintiff of \$ _____ is fair and reasonable in light of: (a) the Named Plaintiff's risks in commencing this Action as the Class Representative and (b) the time and effort spent by Plaintiff in litigating this Action as the Class Representative. Payment shall be made pursuant to the timeline stated in Section 2.3 of the Settlement Agreement.

9. *Attorneys' Fees and Costs.* Class Counsel is awarded \$ _____ in fees and costs. Payment shall be made pursuant to the timeline stated in Section 2.4 of the Settlement Agreement.

10. *Releases.* The Named Plaintiff and all Class Members who did not properly request exclusion are: (1) deemed to have released and discharged SeatGeek from all claims arising out of or asserted in this Action and claims released under the Settlement Agreement; and (2) barred and permanently enjoined from asserting, instituting, or prosecuting, either directly or indirectly, these claims. The Named Plaintiff is further deemed to have released and discharged SeatGeek from all claims, known and unknown. The full terms of the releases described in this paragraph are set

forth in Sections 4.4 and 4.5 of the Settlement Agreement and are specifically incorporated herein by this reference.

11. *Binding Effect of Order.* This Order applies to all claims or causes of action settled under the Settlement Agreement, and binds all Class Members, including those who did not properly request exclusion under the Preliminary Approval Order. This Order does not bind persons who filed timely and valid Requests for Exclusion. Attached as Exhibit A is a list of persons who properly requested to be excluded from the Settlement.

12. *No Admissions.* Nothing in this Order is, or may be construed as, an admission or concession on any point of fact or law by or against any Party.

13. *Court's Jurisdiction.* Without affecting the finality of this Order, or the judgment to be entered pursuant hereto, in any way, the Court shall retain jurisdiction over the Parties to the Settlement Agreement to administer, supervise, construe, and enforce the Settlement in accordance with its terms for the mutual benefit of the Parties.

Dated: _____, 2022

Hon. John P. Cronan
U.S. DISTRICT COURT JUDGE