

**SETTLEMENT AGREEMENT AND RELEASE**

*Curt Schlesinger and Peter Lo Re v. Ticketmaster*  
**Los Angeles Superior Court Case No. BC 304565**

**Entered Into As Of June 17, 2013**

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is entered into as of June 17, 2013, by and among the following parties in *Schlesinger et. al. v. Ticketmaster*, Los Angeles Superior Court Case No. BC304565 (the “Action”): (i) Plaintiff Peter Lo Re (“Lo Re”), in his individual and representative capacity on behalf of the Class (as defined below), (ii) Plaintiff Curt Schlesinger (“Schlesinger”), in his individual and representative capacity on behalf of the Class and the UPS Subclass (as defined below), (iii) Plaintiff James Roth (“Roth”), in his individual and representative capacity on behalf of the Class (as defined below), (iv) Plaintiff Adam Russell (“Russell”), in his individual and representative capacity on behalf of the Class (as defined below), (v) Plaintiff Maryam Aghchay (“Aghchay”) in her individual and representative capacity on behalf of the Class (as defined below), and (vi) Live Nation Entertainment, Inc., the successor-in-interest to defendant Ticketmaster, a Delaware corporation (“Ticketmaster”). The aforementioned parties, the Class and the UPS Subclass are collectively referred to as “Settling Parties.” This Agreement is intended by the Settling Parties to fully, finally and forever resolve and discharge and settle the Released Claims, based upon and subject to the terms and conditions hereof. The settlement contemplated by this Agreement is referred to as the “Settlement.” This Agreement is enforceable under California Code of Civil Procedure § 664.6.

### I. RECITALS

A. WHEREAS, on October 21, 2003, Plaintiffs filed their original complaint (the “Complaint”) in the Action. The Complaint was filed as an individual and private attorney general action and alleged a single cause of action under California’s Unfair Competition Law (“UCL”) (codified at California Business and Professions Code §§ 17200 *et seq.*)

B. WHEREAS, on August 31, 2005, Plaintiffs filed their First Amended Complaint (“FAC”) in the Action, in which they pleaded this case as a class action. The FAC also added a claim under California’s False Advertising Law (“FAL”) (codified at California Business and Professions Code §§ 17500 *et seq.*). This claim is based on allegations that Ticketmaster’s description of its fees on its Website (the “Website” residing at the uniform resource locator (“URL”) <www.ticketmaster.com>) is deceptive and suggested that Ticketmaster’s expedited delivery fee (“Delivery Price”) and order processing fee (“OPF”), read in the context of the description of other Ticketmaster fees that allegedly were deceptively described too, were the same as or based on expedited delivery and order processing costs. Plaintiffs subsequently filed their Second Amended Complaint alleging two new claims under the UCL on April 3, 2009, a Third Amended Complaint (“TAC”) that alleged additional facts but no new substantive claims on June 10, 2009, and a Fourth Amended Complaint adding new Plaintiffs and clarifying certain claims on May 30, 2013. Ticketmaster disputes the allegations in each iteration of Plaintiffs’ Complaints.

C. WHEREAS, on February 5, 2010, the Court granted Plaintiffs’ motion for class certification with respect to their first cause of action alleged in the TAC for violation of the UCL and second cause of action alleged in the TAC for violation of the FAL, and denied the motion with respect to Plaintiffs’ third and fourth causes of action in the TAC for violation of the UCL. The Court initially certified (i) a class limited to California residents who purchased on Ticketmaster’s Website and who, during the period starting October 21, 1999 and continuing

until the date of notice to the class, paid money to Ticketmaster for an OPF, and (ii) a subclass, defined as all members of the class who paid money to Ticketmaster to pay UPS for delivery of tickets. After the Court of Appeal granted Plaintiffs' Petition for Writ of Mandate, the Court on September 27, 2010 issued an Order certifying a nationwide class on the first and second causes of action in the TAC covering purchases made from the Website from October 21, 1999 through May 31, 2010.

D. WHEREAS, on September 28, 2010 Ticketmaster filed a Motion for Summary Judgment, or In the Alternative, for Summary Adjudication, and Plaintiffs filed a Motion for Summary Adjudication of Issues directed against various affirmative defenses asserted by Ticketmaster. The Court ruled on these motions on September 2, 2011, denying portions of the motions and granting others.

E. WHEREAS, Ticketmaster has entered into this Agreement to resolve any and all controversies and disputes arising out of or relating to the allegations made in the Complaints, and to avoid the burden and expense involved in defending the Action. Ticketmaster does not in any way acknowledge, admit to or concede any of the allegations made in the Complaints, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Action.

F. WHEREAS, in evaluating the Agreement, Lead Class Counsel and Individual Plaintiffs have concluded that this Agreement is in the best interests of the Class Members in light of, among other considerations, the substantial benefits afforded to the Class Members, the risks and uncertainties of litigation, the expense and effort necessary to prosecute this Action through trial, and the fact that resolution of the Class Members' claims, whenever or however determined, would likely be submitted for appellate review.

G. WHEREAS, the Settling Parties, through their respective counsel, have engaged in extensive arm's length negotiations in reaching this Agreement, including a series of private mediations. Plaintiffs and Ticketmaster have taken substantial discovery in this Action and were well informed of the risks and benefits associated with continued litigation.

H. WHEREAS, to the fullest extent allowed by applicable law, all communications regarding the settlement of the Action or made in the course of settlement negotiations and mediations shall be deemed covered by all applicable settlement, mediation, and evidentiary rules and privileges allowing the exclusion and suppression of such matter.

I. WHEREAS, nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement.

## **II. TERMS OF SETTLEMENT AGREEMENT AND RELEASE**

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among the Settling Parties, that, subject to court approval, the Action and the Released Claims shall be

finally and fully compromised, settled and released and the Action shall be adjudged as to all Settling Parties, upon and subject to the terms and conditions of the Agreement as follows:

**1. DEFINITIONS:**

**1.1** “Claims Administrator” means the Garden City Group (“GCG”), if approved by the Court, or such other independent company proposed by the Court and agreed to by Plaintiffs and Defendant and approved by the Court to serve as the Claims Administrator in the event the Court does not approve GCG to fulfill this role.

**1.2** The definition of “Class Members” or “Class” is expanded for purposes of this Agreement beyond the definition used in the Court’s September 27, 2010 Order described in WHEREAS Clause C, above. For purposes of this Agreement, “Class Members” or “Class” shall mean all persons who placed ticket orders from Ticketmaster using the Website during the period from October 21, 1999, through February 27, 2013 (the “Class Period”), paid money to Ticketmaster for an OPF (which was not refunded), and were residents of the fifty United States at the time of the purchase, including persons who placed, and then cancelled, a ticket order without obtaining a full refund of the OPF. Excluded from the Class are (a) Defendant, (b) any entities in which Defendant has a controlling interest or which have a controlling interest in Defendant, (c) the officers, directors, employees, affiliates, and attorneys of Defendant, or (d) any employee or officer of the Court or their immediate family members. Also excluded from the Class are those persons who have already timely and validly requested exclusion from the Class (as identified on the list attached as Exhibit A to this Agreement), or who validly and timely request exclusion from the class pursuant to a Preliminary Approval Order entered in connection with this Agreement.

**1.3** “Court” shall mean the Los Angeles County Superior Court, the Honorable Kenneth R. Freeman presiding, or any other judge in the Los Angeles Superior Court to whom the Action may be transferred or assigned.

**1.4** “Defendant” means Ticketmaster and its successor-in-interest Live Nation Entertainment, Inc.

**1.5** “Defendant’s Counsel” means Jeff E. Scott of Greenberg Traurig, LLP and Gail E. Lees of Gibson, Dunn & Crutcher, LLP.

**1.6** “Face Value of Ticket(s)” means the price of the tickets stated on the face of the tickets, exclusive of all fees or charges. This exclusion includes, without limitation, the UPS or other delivery price, Convenience Fee/Charge and OPF (regardless of whether such fees are separately listed or are included in an all-in price stated to the customer).

**1.7** “Final Approval Date” or “Final Approval” shall be five (5) days after the date that an Order by the Court granting final approval of this Settlement becomes non-appealable. “Non-appealable” means that no party, including objectors, if any, has a right to appeal to, or seek reconsideration in, the California Court of Appeal, the California Supreme Court, or the U.S. Supreme Court or, to the extent any appeals have been filed, they have been resolved or exhausted.

**1.8** “Final Approval Hearing” means the hearing, after Notice has been sent to the Class Members as set forth herein and an opportunity for objections has been provided, to determine whether the Settlement set forth in this Agreement should be approved as fair, reasonable and adequate.

**1.9** “Individual Plaintiffs” or “Plaintiffs” means Curt Schlesinger, Peter Lore, James Roth, Adam Russell, and Maryam Aghchay.

**1.10** “Judgment” means the judgment to be rendered by the Court pursuant to this Agreement and California Rules of Court 3.769 and 3.771.

**1.11** “Lead Class Counsel” shall refer collectively to Steven P. Blonder of Much Shelist, P.C. and Robert J. Stein III of Alvarado Smith, APC.

**1.12** “Litigation Website” means [www.ticketfeelitigation.com](http://www.ticketfeelitigation.com).

**1.13** “Notice” means the notice of this Settlement and Agreement sent to Class Members as provided for under the terms of this Agreement and as approved by the Court.

**1.14** “OPF Claims” means the claims relating to the Order Processing Fee charged by Ticketmaster asserted by the Plaintiffs and Class Members. “UPS Claims” means claims relating to the Delivery Price asserted by the Plaintiffs and Subclass Members.

**1.15** “Person” means an individual, corporation, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assigns.

**1.16** “Related Parties” means collectively (a) Defendant Ticketmaster and its successor-in-interest Live Nation Entertainment Inc., as well as Live Nation Worldwide, Inc., Ticketmaster and Ticketmaster L.L.C., and their past, present or future directors, officers, employers, employees, partnerships and partners, principals, agents, controlling shareholders, associates, accountants, auditors, banks, investment banks or investment bankers, advisors, brokers, personal or legal representatives, attorneys, predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, licensees, clients (*e.g.*, venues and promoters), joint ventures and joint venturers (collectively, “Defendant’s Related Parties”), (b) Individual Plaintiffs’ minor children, and Lead Class Counsel and the firms identified in Section 1.11 above (collectively, “Plaintiffs’ Related Parties”).

**1.17** “Settling Party” or “Settling Parties” means, as the context requires, any Plaintiff, any Class Member and Defendant.

**1.18** “UPS Subclass Members” shall mean all Class Members who paid a Delivery Price.

**1.19** “Website” means [www.ticketmaster.com](http://www.ticketmaster.com).

## 2. THE SETTLEMENT

### A. Expanded Settlement Class

The class certification order in this case, entered on September 27, 2010, certified a class of consumers who purchased tickets from the Website between October 21, 1999 and May 31, 2010. The Parties do not agree as to whether that Order included as class members Persons who purchased tickets but then cancelled their ticket order without obtaining a full refund of the OPF. The Parties desire to have the Settlement include, to the greatest extent possible, all Persons who could have asserted claims arising from the facts pleaded in Plaintiffs' Fourth Amended Complaint. No Party, however, waives any arguments he or it may have in support of, or opposition to, class certification. Accordingly, *for settlement purposes only*, the Parties have agreed to request that the Court redefine the Class as provided for in Section 1.2, which includes Persons who placed, and then cancelled, a ticket order without obtaining a full refund of the OPF, and also includes Persons who otherwise fit the class definition but whose purchases were made from June 1, 2010 through February 27, 2013. In the event that preliminary approval is granted, but final approval is denied, as part of the agreement set forth in Section 8(b), *infra*, the Parties shall work together in good faith to get this case back on the trial calendar, and the Class definition in effect pursuant to the Court's February 5, 2010 and September 27, 2010 Orders (*i.e.*, limited to purchases made on or before May 31, 2010) shall be restored. If necessary, the Parties will jointly seek an order of the Court to effect that restoration. Nothing herein, and no position either Party may take in connection with this Agreement, or in seeking preliminary or final approval of this Agreement, shall be deemed a waiver of any rights or remedies the Party had with respect to class certification, including, without limitation, any arguments for or against class certification or for modification, enlargement, reduction or decertification of the class.

### B. Economic Terms

#### 2.1 **Discount and Ticket Codes.**

(a) Class Members shall receive discount codes worth a \$2.25 credit each when applied toward subsequent purchases of primary tickets<sup>1</sup> on the Website for events in the United States (except to the extent that the Website is used to process ticket orders for AEG owned or operated venues) ("Discount Codes"). Each Class Member will receive one Discount Code for each purchase transaction made over the Website during the Class Period, up to a maximum of 17 Discount Codes. Each UPS Subclass member shall also receive discount codes worth a \$5.00 credit against the UPS Subclass member's next UPS charge when ordering tickets over the Website ("UPS Discount Code"). Each UPS Subclass member will receive one UPS Discount Code for each purchase transaction made over the Website during the Class Period where Ticketmaster arranged to have the tickets shipped via UPS, up to a maximum of 17 UPS Discount Codes. Two Discount Codes may be stacked and applied to a new purchase. In addition, two UPS Discount Codes may be stacked and applied to a new purchase where a customer asks for tickets to be shipped by UPS. Discount Codes and UPS Discount Codes are

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<sup>1</sup> All ticket purchases referenced herein are to primary ticket purchases, *i.e.*, first sales of tickets and not resales on the secondary market.

not transferable and may only be used by the Class Member to whom they are delivered. Once a Discount Code or UPS Discount Code is used, it will be extinguished and may not be used again. The Codes will be emailed to Class Members within 90 days of Final Approval.

(b) Class Members shall also receive a separate set of codes (one per transaction over the Class Period, with a cap of 17 codes) that may be redeemed for concert tickets at Live Nation owned or operated venues, subject to availability and limitations, as described below (“Ticket Codes”). Each Ticket Code may be redeemed for two tickets, with a maximum of two Ticket Codes (four tickets) eligible for use per event. The tickets will be for general admission seating at designated concert events at Live Nation owned or operated venues. To the extent there is any Shortfall (as defined below) in benefits redeemed during any year during the first four years after Final Approval of the Settlement (as explained below), then to make up such Shortfall in each subsequent year, and subject to the limitation below, Live Nation will arrange for at least 100 tickets at each event to be made available to the Class Members free of charge for at least 60% of the events that take place at Live Nation owned or operated amphitheaters. If the 100 ticket per event minimum/60% amphitheater requirement would result in more tickets being made available than are required to meet the Shortfall in any particular year, then in such year(s) Ticketmaster may make tickets available in fewer numbers and/or at fewer amphitheater events.

(c) The events and venues selected will be within Live Nation’s sole discretion and may also include Live Nation clubs such as the House of Blues. Live Nation has the right but not the obligation to make tickets available at venues other than its amphitheaters. Once a Ticket Code is used, it will be extinguished and may not be used again.

(d) Tickets for which the Ticket Codes may be redeemed shall be identified and made available to the Class Members on a dedicated website. The tickets will be made available to Class Members when the tickets go on sale to the general public. Ticketmaster will work with the Claims Administrator on a mechanism whereby Class Members who subscribe to that website are notified when new tickets are made available. They may be delivered at will call or by TicketFast (without cost). Tickets are transferable (although Ticket Codes are not) and may be claimed on a first come, first served basis. During the first year after Final Approval, Ticketmaster also will make available tickets having an aggregate value of \$5 million for which Ticket Codes may be redeemed pursuant to the distribution and redemption terms described above.

(e) Ticketmaster shall provide the Discount Codes, UPS Discount Codes and Ticket Codes to Class Members through an active link on the “my account” webpage on the Website. In addition, reminder email notices retransmitting such codes will be sent annually to Class Members’ email addresses in Ticketmaster’s database.

(f) Discount Codes, UPS Discount Codes and Ticket Codes are sometimes referred to collectively herein as “Codes.”

## 2.2 *Cy Pres* Payment and Settlement Valuation/Mechanics.

(a) Ticketmaster shall also make a \$3 million *cy pres* cash payment to an entity or entities acceptable to the Parties and the Court, to be distributed in a manner designed to further the purposes of the underlying causes of action, or as otherwise provided for by applicable law, and to be paid in three annual installments of \$1 million, each due by the end of the applicable 12-month period following Final Approval.

(b) The Settlement is designed to deliver a minimum value of \$45 million to the Class Members and *cy pres* beneficiaries in the form of code redemptions, tickets and cash payments, exclusive of attorneys' fees and expenses, costs of administration and incentive payments to the Individual Plaintiffs. The Settlement provides for a *minimum* of \$42 million in value directly to the settlement class at the rate of not less than \$10.5 million per year, as follows: The \$42 million will be made up of the value of Discount Codes and UPS Discount Codes redeemed and the value of the tickets committed to the ticket pool and distributed to Class Members. To be credited against the \$10.5 million per year minimum, a ticket must be claimed and distributed to a Class Member. The distributed tickets are freely transferable, and need not be actually used by the claiming Class Member or the Class Member's transferee. Tickets will be valued at 100% of sales price to members of the public (including all applicable fees).

(c) A year is a rolling twelve months, beginning on the date 90 days after the Final Approval Date, or such other date as the parties and/or the Court may designate. Credit toward the next annual minimum may be carried forward, if any year's redemption of Discount Codes and UPS Discount Codes and ticket distribution exceeds that year's \$10.5 million annual minimum. At the end of each of the years 1 through 4, a calculation of any surplus or Shortfall shall be made by subtracting the aggregate redemptions of Discount Codes, UPS Codes and distribution of tickets from \$10.5 million (year 1), \$21 million (year 2), \$31.5 million (year 3) and \$42 million (year 4). A positive number is a "Shortfall," and a negative number is a surplus. In years 2, 3, 4 and 5, Ticketmaster shall contribute tickets in the amount of any cumulative Shortfall, but its obligation shall not exceed \$10.5 million in tickets in any year. Ticketmaster will further contribute \$10.5 million per year in tickets to the ticket pool for distribution in years 6 and 7 if total distribution of tickets and redemption of Discount Codes and UPS Discount Codes for order processing fee/UPS credits over the five-year period from Final Approval, does not reach the minimum of \$42 million. When the total value of the distribution of tickets and redemption of Discount Codes and UPS Discount Codes reaches \$42 million, then this obligation to contribute more tickets to the ticket pool shall cease.

(d) There shall be no obligation to allow Discount Codes or UPS Discount Codes to be redeemed beyond four years after Final Approval.

(e) In the event the total distribution of Discount Codes and UPS Discount Codes credits and tickets does not equal or exceed the \$42 million by the end of year seven, an additional *cy pres* payment in the amount of the lesser of the amount necessary to meet the \$42 million or \$2 million will be made at the end of year seven.

### **2.3 Non-Economic Terms.**

(a) *Administrative Fees* – Subject to the provisions of section 1.1, - above, Ticketmaster will hire GCG as a notice and Claims Administrator to provide notice as set forth above and administer the Settlement (Ticketmaster may co-administer various aspects of the Settlement, subject to Court approval and appropriate and reasonable reporting requirements to GCG, class counsel and the Court). Ticketmaster is responsible for the costs of administration.

(b) *Augmented Disclosures* – Ticketmaster has changed its website and FAQs to add disclosures clarifying that Ticketmaster’s order processing fee may include a profit and is not the same as its order processing costs and that its delivery price for expedited delivery via UPS may include a profit to Ticketmaster and is not the same as what UPS charges Ticketmaster. Although the language may be modified in Ticketmaster’s discretion, the same basic message must continue to be conveyed with respect to any ticket sales for which Ticketmaster charges a separate order processing fee and/or a UPS delivery price. As set forth in section 9.26, *infra*, the Court shall retain jurisdiction to enforce the terms of this Agreement. If, before the conclusion of “year seven” as described above in Section 2.2, Ticketmaster changes its disclosures in a manner that Plaintiffs believe does not comply with this provision, they may seek appropriate relief from the Court.

**2.4 Disputes Regarding the Issuance of Codes.** If, after receiving the Codes, any member of the Class or UPS Subclass believes that he or she has not received all of the Codes to which he or she is entitled, he or she may inform the Claims Administrator of the discrepancy. The Claims Administrator shall investigate by coordinating with Ticketmaster and reviewing Ticketmaster’s transaction and/or notice databases, as appropriate, and make a determination of whether the Class Member or UPS Subclass Member is entitled to any additional Codes. The Claims Administrator will notify the Class Member or UPS Subclass Member making the claim, Ticketmaster’s counsel (or a Ticketmaster employee to be designated by Ticketmaster) and Lead Class Counsel of the determination. If the Claims Administrator determines that additional Codes should be sent to the Class Member or UPS Subclass Member, then Ticketmaster or the Claims Administrator, at Ticketmaster’s election, shall send the number of Codes determined by the Claims Administrator. If the Class Member or UPS Subclass Member disagrees with the Claims Administrator’s determination, he or she may request a determination from the arbitrators, designated in Section 9.5, and the arbitrators’ determination shall be final and binding.

**2.5 Limitations on Redemption of Codes.** Codes may only be redeemed through the e-mail account to which they were sent unless the e-mail account is updated and verified (by Ticketmaster or the Claims Administrator) to belong to the same Class Member to whom the Codes were sent pursuant to Section 6.3.

## **3. MOTIONS FOR PRELIMINARY APPROVAL**

**3.1 Content of Motions for Preliminary Approval.** As soon as practicable, Plaintiffs and Ticketmaster will file separate motions for preliminary settlement approval with the Court (the “Preliminary Approval Motions”). The Settling Parties will work cooperatively

with each other in exchanging drafts and comments and addressing each other's comments in good faith. The Preliminary Approval Motions shall be made pursuant to Rule 3.769 of the California Rules of Court and shall seek an Order from the Court (a) preliminarily approving the settlement terms described in this Agreement, (b) amending the class certification order for settlement purposes, (c) approving the method and manner of providing Notice to the Class Members as set forth herein, and (d) scheduling the briefing and hearing for a Motion for Final Approval of this Settlement. The parties shall submit one proposed Preliminary Approval/Notice Order with their motions, and the proposed Order shall provide for Preliminary Approval of this Agreement and set forth the requirements for providing Notice of the Settlement to the Class Members as provided herein or as otherwise determined by the Court. The form of Notice will provide for an opportunity for Class Members to opt out of the Settlement as set forth in the form of Notice attached as Exhibit A.

#### **4. Deadlines.**

**4.1** The Preliminary Approval Motions shall also request that the Court set the following deadlines: (i) sixty days after the Preliminary Approval Motions are granted for the completion of email and publication notice (including internet banner notice) to the Class as set forth in Section 6; (ii) forty-five days after the deadline for completion of email and publication notice for objections by Class Members to be filed as set forth in Section 6, and for any opt-out requests to be filed; (iii) sixty days after the deadline for objections for the parties to file motion(s) for final approval (including any motion for attorney's fees and/or incentive awards filed by Plaintiffs) and opposition to the objections; (iv) opposition by objectors to any motions filed pursuant to clause (iii) of this paragraph shall be filed within fourteen days after the deadline set in clause (iii), with reply papers, if any, due twenty-eight days from the deadline set in clause (iii); and (v) a Final Approval Hearing set at a time convenient for the Court, at which time the Settling Parties will request that the Court enter orders approving the terms of the Settlement and this Agreement and entering Judgment on this Settlement. The Preliminary Approval Motions may also request that the Court enter additional orders granting relief and setting deadlines as are necessary to implement the provisions of this Agreement.

#### **MOTIONS FOR ATTORNEYS' FEES AND INCENTIVE AWARDS**

**4.2 Motions.** Lead Class Counsel may file with the Court a motion(s) seeking (a) an award of attorneys' fees and costs in this Action (the "Fee Motion"), and/or (b) an incentive award for the Individual Plaintiffs (the "Incentive Award Motion") pursuant to Code or on such date otherwise set by the Court at the hearing on the Preliminary Approval Motion or in issuing the Preliminary Approval Order. Lead Class Counsel may apply in their Fee Motion for an award of up to \$14,960,000 in attorneys' fees. Lead Class Counsel may also apply in their Fee Motion for an award of their reasonable, actual costs and expenses incurred in their prosecution of the Class claims. Ticketmaster will pay reasonable attorneys' fees, costs and expenses as awarded by the Court to Lead Class Counsel, provided such award does not exceed \$16,460,000. Individual Plaintiffs and Lead Class Counsel may also seek, and Ticketmaster shall not oppose, a request for a reasonable incentive award to all Individual Plaintiffs not to exceed \$40,000 in the aggregate for all Individual Plaintiffs. If the Court awards less than \$16,460,000 in attorneys' fees, costs and expenses, and/or less than \$40,000 in incentive awards, the Class shall not have any claim to the money representing the difference between the agreed

upon limits and the amounts awarded. These amounts represent the maximum total amount that Ticketmaster has agreed to pay for attorneys' fees, expenses, and incentive awards. Unless otherwise ordered by the Court, the Incentive Award Motion shall be filed with the Court at the same time as the Fee Motion. The amounts of any such awards are subject to the discretion of the Court and to the above-mentioned caps. The parties recognize that this paragraph sets forth material terms of the Agreement, and any breach shall nullify the entire Agreement.

**4.3 Notice of Maximum Fee and Incentive Awards.** The Notice of this Settlement distributed to the Class Members by the Claims Administrator (pursuant to Section 6, below) shall state the maximum amount that may be sought for Plaintiffs' attorney's fees (including the amount of the lodestar to date and proposed multiplier) and the maximum aggregate amount that the Individual Plaintiffs may seek for incentive awards. The Notice shall also inform Class Members that they have the right to object to the Fee Motion and/or Incentive Award Motion.

**4.4 Ruling On Motion And Payment Of Awards.** The Court will be asked to rule on the Fee Motion and Incentive Award Motion at the Final Approval Hearing. Any attorneys' fees and costs up to the amount stated in Section 4.2, above, that may be awarded by the Court will be paid by Ticketmaster in addition to the consideration paid to the Class and UPS Subclass Members (and designated *cy pres* recipient(s)), as set forth above. Such attorneys' fees and costs, as awarded by the Court, shall be paid by wire transfer or certified check within 10 business days after the Final Approval Date provided that any separate appeals of any order respecting the Fee Motion and/or Incentive Fee Award Motion have also been finally resolved as of that date—otherwise within ten business days of resolution of all appeals of such motions, provided that they are resolved no earlier than the Final Approval Date—upon receipt of a letter of direction signed by all of Lead Class Counsel designating a single recipient for the check or wire transfer of the entire amount of any fees and expenses that may be awarded. Any incentive awards may be made by separate payment and Lead Class Counsel shall provide Ticketmaster with appropriate instructions for such payments.

**4.5 Caps On Awards.** Lead Class Counsel agree not to request attorneys' fees or costs in the Fee Motion or any incentive awards in the Incentive Award Motion in excess of the amounts set forth above, and Ticketmaster will pay only those amounts, or such lesser amounts as may be approved by the Court. Payment by Ticketmaster of any award of attorneys' fees and costs and/or incentive awards pursuant to this Agreement, as approved by the Court, will completely satisfy any and all obligations by Ticketmaster and/or Defendant's Released Parties to pay attorneys' fees and costs and incentive awards under this Agreement.

**4.6 Impact on Enforceability of Agreement.** No determination by the Court, including any modification or reversal on appeal, of any awards of attorneys' fees, costs and expenses, or incentive awards, shall operate to terminate this Agreement (unless the Court were to award attorneys' fees, costs or an incentive award greater than the agreed negotiated caps), to affect or delay any Final Approval of this Agreement, and/or to affect or delay the implementation of the relief provided to the Class and UPS Subclass Members upon Final Approval of this Agreement. However, to the extent the Court purports to make any material change to any other terms of the Settlement, then the parties reserve their rights to terminate this Agreement based on the failure of a condition precedent to its enforceability. For purposes of

determining what constitutes a “material change” under this Section, by way of example, and without limiting the generality of the foregoing, any judicial modification of the value of the Codes, the means by which the Codes will be provided, the amounts and other terms of guaranteed payments, the nature of the *cy pres* contributions, the manner of notice agreed to by the parties (e-mail and publication as set forth in this Agreement), and other changes that impact the parties’ financial risk or exposure, shall be considered a material change that will void this Agreement unless the parties approve it.

**4.7 Defendants Assume No Responsibility Re Allocation Of Fee Awards.**

Lead Class Counsel shall have the sole discretion and responsibility for allocating any award of attorneys’ fees, costs and expenses between and among the Lead Class Counsel or any counsel currently or previously associated with or working for or with class counsel. Defendant and Defendant’s Counsel shall have no responsibility for, and no liability whatsoever with respect to, the allocation among Lead Class Counsel or any counsel currently or previously associated with or working for or with Lead Class Counsel, of any award of attorneys’ fees or costs or incentive awards that may be made by the Court in this Action, and neither Defendant nor Defendant’s Counsel shall take any position with respect to any such matters.

**5. FINAL APPROVAL HEARING.** In conjunction with the Motions for Preliminary Approval, the Parties shall request that the Court hold a Final Approval Hearing as soon as practicable after all of the dates for filing briefs, as provided for in this Agreement and the preliminary approval order. The purpose of the hearing shall be to determine whether this Settlement is fair, reasonable and adequate. At the Final Approval Hearing or afterwards, the Court shall consider the requests for attorneys’ fees, costs and incentive awards in any Fee Motion and Incentive Award Motion, respectively.

**6. CLAIM ADMINISTRATION AND IMPLEMENTATION OF NOTICE**

**6.1 Administrator’s Responsibilities.** The Claims Administrator shall be responsible for: (i) providing Notice as approved by the Court, (ii) coordinating with Ticketmaster and Lead Class Counsel in determining the number of transactions made by each Class Member and UPS Subclass Member during the Class Period, (iii) processing requests for exclusion (*i.e.*, timely opt outs), and (iv) handling other responsibilities as identified herein, including without limitation any role it may play with respect to sending the Codes or reminder notices.

**6.2 Form and Content of Notice.** Notice of Settlement shall be provided by the Claims Administrator to the Class Members by direct email and publication notice as provided for in Section 6.2(c) of this Agreement, which the Settling Parties agree is the best form practicable of Notice to the Class Members under the circumstances. The cost of providing the agreed notice shall be borne by Ticketmaster. The parties agree that Notice shall be provided as follows:

(a) **E-mail Notice.** Within 60 days of Preliminary Approval, Ticketmaster will arrange to have the Class Administrator send a notice of Settlement to the Class Members by email to the last known email addresses available in Ticketmaster’s database. (the “E-mail Notice”). The E-mail Notice to Class Members shall be substantially in the form

attached to this Agreement as Exhibit B. Class Members shall be provided an opportunity to opt out from the Class. The Claims Administrator may provide E-mail Notice either directly or through an outside vendor chosen by Ticketmaster and approved by the Court. Any outside vendor sending such e-mails shall agree to be bound by the Protective Order and Supplemental Protective Order in this case.

(b) **Publication Notice.** The Claims Administrator shall also cause the Notice (as approved by the Court and with relevant dates filled in as may be ordered by the Court), to be published (“Publication Notice”) in *People* magazine in an edition that is published and in an internet advertising campaign designed to generate approximately 40 million internet banner impressions over a period of approximately four weeks—with that four-week period to begin running after the Claims Administrator begins sending the E-Mail Notice, and to conclude at least one week prior to the expiration of the opt out and objection periods—on popular websites such as Facebook, Real Media Group and Univision (subject to approval by the Court). The Publication Notice shall be substantially in the form attached to this Agreement as Exhibit A; however, the language in the Publication Notice may need to be modified by the Administrator (subject to the agreement of the parties) so the text of the Publication Notice will fit in such placement. Publication Notice shall include the URL for the Litigation Website. The Settling Parties or Claims Administrator may make non-material changes to the layout of the approved form of Class Notice (for purposes of formatting for publication only) without further approval of the Court. No material changes may be made to the substance of the Notice without the agreement of the Settling Parties and approval of the Court.

(c) **Website Notice.** The Claims Administrator shall also maintain the Litigation Website for providing Class Members additional information regarding the Action. The Notice Website shall reside at the URL <[www.ticketfeelitigation.com](http://www.ticketfeelitigation.com)> only. The Litigation Website’s “homepage” shall contain a copy of the Notice, as well as any additional information as agreed to by the parties or as ordered by the Court. Neither the Individual Plaintiffs, Lead Class Counsel, the Claims Administrator, nor any third parties working therewith shall purchase keywords or Google AdWords incorporating the TICKETMASTER® mark or any confusingly similar derivations thereof for purposes of providing Notice, publicizing this Action or for any other reason. The Notice Website shall be taken down and rendered inoperative at 12:01 a.m. P.S.T. on the calendar day following the last date on which any Codes may be used.

The Litigation Website shall also include copies of the following documents in downloadable .pdf format:

- (1) A copy of the Fourth Amended Complaint;
- (2) A copy of this Agreement;
- (3) A copy of the Motion for Preliminary Approval;
- (4) A copy of any Order(s) Preliminarily Approving this Settlement;
- (5) A copy of the E-mail Notice;

- (6) Copies of any Documents filed by Plaintiffs or Defendants in connection with their motions for Final Approval, Attorneys' Fees and Incentive Awards; and
- (7) If and when the Court enters a Final Approval Order, the Order shall be posted on the Litigation Website. From that point, the only documents that will remain on the Litigation Website homepage will be the Final Approval Order, the aforementioned form for disputing the number of transactions, and the three hyperlinks identified below.

The Litigation Website's "homepage" shall also include the following options available by "clicking" on a hyperlink:

- 1) An electronic form for updating and/or consolidating contact information, in particular e-mail information; and
- 2) A means of contacting the Claims Administrator electronically (e.g., by e-mail);
- 3) Prior to the time the Codes are distributed to the Class Members, a means of disputing the number of transactions the Claims Administrator determines a Class Member and/or UPS Subclass Member made during the Class Period.

**6.3 Updating Class Member Contact Information.** Class Members may provide updated e-mail addresses to the Claims Administrator who shall then provide such information to Ticketmaster. If the Claims Administrator and/or Ticketmaster sends Codes and reminder notices to the last known e-mail address in Ticketmaster's database provided by a Class Member, Ticketmaster shall be released from any claims by such Class Member that Ticketmaster did not provide the Codes to a correct e-mail address. Nothing in this Section shall alter the relief available to Class Members.

## **7. Releases and Dismissals.**

**7.1** On Final Approval of the Settlement, Individual Plaintiffs and the Class Members will be deemed to have released any and all claims, liens, demands, actions, causes of action, obligations, damages or liabilities of any nature whatsoever, known or unknown, by Plaintiffs for themselves or on behalf of any Class Member, against Live Nation, Ticketmaster and Defendant's Related Parties, whether arising under federal, state or local statute, ordinance, common law, regulation, principle of equity or otherwise, that accrue or accrued during the Class Period, and that are based upon the facts, circumstances and/or alleged wrongdoing asserted, and that were or could have been brought, in the Action against Defendant and/or Defendant's Related Parties, under any theory of law or equity. Without limiting the foregoing, the release applies to claims based on or arising from the allegations made that Ticketmaster's Order Processing Fee, UPS delivery fee and Convenience Fee, as presented on the Website, are deceptive and excessive to the extent they make express or implied representations that they are

set based on (or are the same as) Ticketmaster's costs for providing various services. The release also covers any and all claims for attorneys' fees, costs or disbursements incurred by class counsel or any counsel associated with or working for or with class counsel, sought as a result of alleged services or alleged value provided to the Class or any Class Member(s) pertaining to the Action or Settlement of the Action or the administration of the Settlement, except to the extent otherwise specified in this Agreement. Nothing in the release precludes any action to enforce the terms of this Agreement. The release shall not extend to any claims challenging the Face Value of tickets, Ticketmaster fees other than its Order Processing Fee, UPS delivery fee and Convenience Fee (also called at various times by other names) or any claims based on a breach of this Agreement.

**7.2** With respect to any and all of a Settling Party's claims that are released under this Agreement (the "Released Claims"), and subject to Section 7.3 and Section 7.4:

(a) Upon the Final Approval Date, each and all of the Settling Parties signing this Agreement shall expressly, and each and all of the Class Members not signing this Agreement, shall be deemed to and by operation of the Judgment shall, waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of section 1542 of the California Civil Code, which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

(b) Each of the Settling Parties signing this Agreement recognizes, and each and all of the Class and UPS Subclass Members not signing this Agreement shall be deemed to, and by operation of the Judgment shall recognize, that he, she or it, or some Related Party thereof, may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the Released Claims of such Settling Party, but each Settling Party signing this Agreement expressly stipulates and agrees to, and each and all Class and UPS Subclass Members not signing this Agreement by operation of the Judgment shall be deemed to, fully, finally, and forever compromise, settle, release, extinguish, relinquish and discharge any and all Released Claims of such Settling Party, whether such claims are known or unknown, suspected or unsuspected, concealed or hidden, contingent or non-contingent, whether they are direct or indirect, whether they now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, without regard to the subsequent discovery or existence of such different or additional facts.

(c) The Settling Parties acknowledge that the provisions of this Section 7.2 were separately bargained for and constitute a material and key element of the Settlement of which this release is a part.

7.3 Each Plaintiff, and Defendant, represents, warrants and agrees that he or it has not assigned or transferred, and will not attempt to assign or transfer or permit the assignment or transfer of, his or its interest in any of the Released Claims to any Person (expressly, impliedly, or by operation of law); and that no Person has been subrogated to his or its interest in any of the Released Claims.

7.4 Nothing contained in this Agreement or in the Judgment shall in any way impair or restrict the rights of any released Person to seek judicial interpretation or enforcement of this Agreement or the Judgment or other orders entered pursuant thereto, or to seek damages or other relief for violation of any of the terms or provisions thereof.

## 8. CONDITIONS TO SETTLEMENT.

(a) This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

i. The Court has entered the Preliminary Approval/Notice Order, as provided for in Section 3.1, above; and

ii. The Court has entered the Final Approval Order as provided for in Section 5.1, above, and Final Approval, as defined above, has occurred.

iii. In granting Preliminary Approval or Final Approval of the Settlement, the Court has not made any material changes to the terms of the Settlement as set forth above (unless the Settling Parties agree to accept the material changes made by the Court).

iv. In the event that more than two percent of the members of the Class request exclusion from the Class, Defendant at its option may cancel and/or terminate the terms of this Settlement Agreement, and the parties shall be restored to their respective positions in the Action, as of the date of this Settlement Agreement, as provided in Section 8(b).

(b) If the conditions specified in Section 8(a), above, are not met, then this Agreement shall be cancelled and terminated and be of no force and effect, and the Action shall be reset and the parties restored to their prior positions. The Settling Parties acknowledge and agree that there will be no further litigation between the Settling Parties while the Court is considering the proposed Settlement. The Court's approval in whole or in part of the Fee Motion and/or the amounts of attorneys' fees or costs requested therein, and/or of the Incentive Award Motion and the incentive awards requested therein, is not a condition precedent to the effectiveness or enforceability of this Agreement, and whether or not the Fee Motion and/or Incentive Award Motion are granted in whole or in part by the Court shall not affect the binding and final effect of the Settlement if approved by the Court. However, Ticketmaster's obligation to make any payments in response to the Fee Motion is contingent on Final Approval of the Settlement and the occurrence of the Final Approval Date (and also the resolution of any appeals relating to the Fee Motion).

## 9. MISCELLANEOUS

**9.1 Communications with the Media.** Lead Class Counsel and the Individual Plaintiffs shall not issue any press releases publicizing the terms of this Agreement (aside from Notice as authorized from the Court or in their Court filings) or induce others to do so unless Ticketmaster, Lead Class Counsel and the Individual Plaintiffs agree to the form and substance of a press release.

**9.2 Non-Disparagement.** The Individual Plaintiffs and Defendant agree that they will not disparage the Settling Parties, their past or present business practices, or their counsel. The Settling Parties shall work toward an agreed protocol and mutually acceptable language or messaging in responding to press inquiries that may be made regarding the Settlement.

**9.3 Mutual Cooperation.** The Settling Parties and their counsel agree to cooperate to move the Court to give Preliminary and Final Approval to this Agreement on the terms and within the timeframes contemplated under this Agreement.

**9.4 Applicable Law.** Any disputes arising out of, relating to, or concerning this Agreement, the interpretation of its terms, or any alleged breach thereof shall be governed by, and interpreted, construed and enforced pursuant to the laws of the State of California, without reference to its choice of law provisions. Notwithstanding the foregoing, this Agreement is not intended to and shall not be deemed by these parties to in any way modify or affect any retainer agreement or other agreements between Individual Plaintiffs and their counsel, or agreements between or among attorneys representing Individual Plaintiffs and the Class.

**9.5 Continuing Jurisdiction of the Mediators.** The Settling Parties agree that the Mediators, the Honorable John Wagner (Ret.) and the Honorable Carl West (Ret.) shall have continuing jurisdiction to mediate any difference between the Settling Parties relating to or arising out of this Agreement and to assist, as may be necessary, in resolving any disputes regarding the terms of the Agreement. The Mediators shall also serve as Arbitrators in resolving any disputes relating to any claims by Class Members regarding the Codes they receive. The Settling Parties will share the expenses associated with the Mediators' work in connection with the first sentence of this Section. Ticketmaster will be responsible for all fees of the Mediators, serving as Arbitrator, in performing services regarding disputed claims about the Codes received by Class Members.

**9.6 Continuing Jurisdiction of the Court.** The Court shall retain jurisdiction to enforce, interpret, and implement this Agreement and any Judgment entered pursuant to this Agreement, including the distribution of any *cy pres* payments, as required by Cal. Rules of Court 3.769(h) and as allowed under California Code of Civil Procedure section 664.6 or otherwise.

**9.7 Reporting Requirements.** Thirty days after the one-year anniversary of issuing the Codes under Section 2.1, Ticketmaster shall send to Lead Class Counsel and lodge with the Court a report identifying: (i) the amount of OPF and UPS Credit Benefits redeemed and Ticket Codes distributed in the prior year, and (ii) any Shortfall identified. This process will

continue for the four years in which the OPF and UPS Credit Codes may be redeemed, and for the two additional years identified in Section 2.2 if additional distribution of Ticket Codes are required as set forth in that Section.

**9.8 Protective Order.** The parties agree that the Stipulated Protective Order entered by the Court on July 8, 2004 (the "Protective Order") shall remain in full force and effect, and that within 60 days after Final Approval, the parties shall return, destroy and/or archive all Protected Material (as that term is defined in the Protective Order), as applicable, in accordance with the terms of paragraph 11 of the Protective Order.

**9.9 No Oral Waiver or Modification.** No waiver or modification of any provision of this Agreement or any breach thereof shall constitute a waiver or modification of any other provision or breach, whether or not similar, nor shall any actual waiver or modification constitute a continuing waiver. No waiver or modification shall be binding unless executed in writing by the party making the waiver or modification.

**9.10 Entire Agreement.** The Agreement, including the exhibits and schedules attached thereto, constitute the entire agreement made by and between the parties pertaining to the subject matters therein, and fully supersede any and all prior or contemporaneous understandings, representations, warranties, and agreements made by the parties hereto or their representatives pertaining to the subject matters therein.

**9.11 Binding on Successors.** This Agreement shall inure to the benefit of, and shall bind, each of the parties hereto and their successors. Live Nation Entertainment, Inc. hereby represents and warrants that (i) Ticketmaster, a Delaware corporation, no longer exists as a separate legal entity due to a series of mergers effectuated pursuant to the General Corporation Law of the State of Delaware; and (ii) Live Nation Entertainment, Inc., a Delaware corporation, is the successor-in-interest to all of the assets, liabilities, rights and obligations of Ticketmaster by operation of law as a result of such series of mergers.

**9.12 Counterparts and Facsimile Signatures.** This Agreement may be executed and delivered in separate counterparts, each of which, when so executed, shall be an original, but such counterparts together shall constitute but one and the same instrument and agreement. Facsimile and .pdf signature pages shall have the same force and effect as original signatures.

**9.13 Notification.** Any notice to be given under this Agreement, or any contact regarding the terms of this Agreement, shall be sent to the following (which may be updated at any time to reflect changes of counsel or their addresses):

Lead Class Counsel:

Robert J. Stein III, Esq. (rstein@alvaradosmith.com)  
Alvarado Smith, APC  
1 MacArthur Place, Suite 200  
Santa Ana, CA 92707  
Tel. (714) 852-6800  
Fax (714) 852-6899

Steven P. Blonder, Esq. (sblonder@muchshelist.com)  
Much Shelist, P.C.  
191 North Wacker Dr., Suite 1800  
Chicago, IL 60606  
Tel. (312) 521-2400  
Fax (312) 521-2100

Counsel for Ticketmaster:

Jeff E. Scott, Esq. (scottj@gtlaw.com)  
Greenberg Traurig, LLP  
1840 Century Park East, Suite 1900  
Los Angeles, CA 90067-2121  
Tel. (310) 586-7700  
Fax (310) 586-7800

Gail Lees (GLEes@gibsondunn.com)  
Gibson, Dunn & Crutcher, LLP  
333 South Grand Ave.  
Los Angeles, CA 90071  
Tel. (213) 229-7000  
Fax (213) 229-7520

Claims Administrator:

Schlesinger v. Ticketmaster  
c/o The Garden City Group, Inc.  
P.O. Box 9731  
Dublin, OH 43017-5631  
Toll Free Number (888) 230-2134  
Email: [ticketfeelitigation@gcginc.com](mailto:ticketfeelitigation@gcginc.com)

**9.14 No Admission of Liability.** Neither this Agreement nor the releases or consideration provided for herein are intended to be, nor may they be deemed or construed to be, an admission or concession of liability of any claim, defense, or point of fact or law asserted by any Settling Party to the Action.

**9.15 Change of Time Periods.** The time periods and/or dates described in this Agreement and the Exhibits hereto with respect to the giving of notices and hearings are subject to approval and change by the Court or by the written agreement of Lead Class Counsel and Ticketmaster's Counsel, without additional notice to the Class or UPS Subclass. Any changes affecting the timing of the Final Approval Hearing or related hearings will be posted on the Litigation Website.

**9.16 Time for Compliance.** If the date for the performance of any act required by or under this Agreement falls on a Saturday, Sunday or Court holiday or furlough day, that act may be performed on the next business day with the same effect as if it had been performed the day or within the period of time specified by or under this Agreement.

**9.17 Extensions of Time.** The Settling Parties reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Agreement.

**9.18 Cure.** In the event that Ticketmaster is notified in writing by Plaintiffs of any alleged breach of this Agreement, Ticketmaster shall have ten days from the date of receipt of such notice to cure any such breach and provide adequate remedies to the affected Class and UPS Subclass Members. Ticketmaster shall notify Plaintiffs, in writing, of the cure and/or remedies implemented to address the alleged breaches. If Plaintiffs are not satisfied with Ticketmaster's cure and/or remedies, Plaintiffs shall have the right to petition the Court for relief within thirty days of receipt of notice of Ticketmaster's cure.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

Dated: 9-13, 2013

Live Nation Entertainment, Inc.

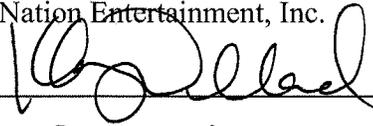
By:  \_\_\_\_\_

**Michael G. Rowles  
Executive Vice President,  
General Counsel and Secretary**

Its: \_\_\_\_\_

Dated: 9-13, 2013

Live Nation Entertainment, Inc.

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

Its: EVP and CFO \_\_\_\_\_

Dated: \_\_\_\_\_, 2013

Curt Schlesinger, an individual on behalf of himself and those he represents

\_\_\_\_\_  
Curt Schlesinger

Dated: \_\_\_\_\_, 2013

Peter Lo Re, an individual on behalf of himself and those he represents

By: \_\_\_\_\_  
Peter Lo Re

**9.17 Extensions of Time.** The Settling Parties reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Agreement.

**9.18 Cure.** In the event that Ticketmaster is notified in writing by Plaintiffs of any alleged breach of this Agreement, Ticketmaster shall have ten days from the date of receipt of such notice to cure any such breach and provide adequate remedies to the affected Class and UPS Subclass Members. Ticketmaster shall notify Plaintiffs, in writing, of the cure and/or remedies implemented to address the alleged breaches. If Plaintiffs are not satisfied with Ticketmaster's cure and/or remedies, Plaintiffs shall have the right to petition the Court for relief within thirty days of receipt of notice of Ticketmaster's cure.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

Dated: \_\_\_\_\_, 2013

Live Nation Entertainment, Inc.

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2013

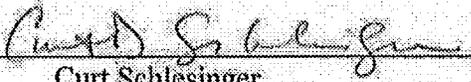
Live Nation Entertainment, Inc.

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

Its: \_\_\_\_\_

Dated: 10/18, 2013

Curt Schlesinger, an individual on behalf of himself and those he represents

  
Curt Schlesinger

Dated: \_\_\_\_\_, 2013

Peter Lo Re, an individual on behalf of himself and those he represents

By: \_\_\_\_\_  
Peter Lo Re

**9.17 Extensions of Time.** The Settling Parties reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Agreement.

**9.18 Cure.** In the event that Ticketmaster is notified in writing by Plaintiffs of any alleged breach of this Agreement, Ticketmaster shall have ten days from the date of receipt of such notice to cure any such breach and provide adequate remedies to the affected Class and UPS Subclass Members. Ticketmaster shall notify Plaintiffs, in writing, of the cure and/or remedies implemented to address the alleged breaches. If Plaintiffs are not satisfied with Ticketmaster's cure and/or remedies, Plaintiffs shall have the right to petition the Court for relief within thirty days of receipt of notice of Ticketmaster's cure.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

Dated: \_\_\_\_\_, 2013

Live Nation Entertainment, Inc.

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2013

Live Nation Entertainment, Inc.

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2013

Curt Schlesinger, an individual on behalf of himself and those he represents

\_\_\_\_\_  
Curt Schlesinger

Dated: 10/19, 2013

Peter Lo Re, an individual on behalf of himself and those he represents

By:   
Peter Lo Re

Dated: 10/20, 2013

Adam Russell, an individual on behalf of himself and those he represents



Adam Russell

Dated: \_\_\_\_\_, 2013

*Signatures Continued*  
Maryam Aghchay, an individual on behalf of herself and those she represents

By: \_\_\_\_\_  
Maryam Aghchay

Dated: \_\_\_\_\_, 2013

James Roth, an individual on behalf of himself and those he represents

By: \_\_\_\_\_  
James Roth

Dated: \_\_\_\_\_, 2013

Alvarado Smith, A.P.C.  
Robert J. Stein III

By: \_\_\_\_\_  
Robert J. Stein III  
Attorneys for Plaintiffs and the Class Members

Dated: \_\_\_\_\_, 2013

Much Shelist, P.C.  
Steven P. Blonder

By: \_\_\_\_\_  
Steven P. Blonder  
Attorneys for Plaintiffs and the Class Members

**APPROVED AS TO FORM:**

Dated: \_\_\_\_\_, 2013

GREENBERG TRAURIG, LLP  
Jeff E. Scott

By: \_\_\_\_\_  
Jeff E. Scott  
Attorneys for Defendant Ticketmaster

Dated: \_\_\_\_\_, 2013

Adam Russell, an individual on behalf of himself and those he represents

\_\_\_\_\_  
Adam Russell

Dated: \_\_\_\_\_, 2013

*Signatures Continued*

Maryam Aghchay, an individual on behalf of herself and those she represents

By:   
\_\_\_\_\_  
Maryam Aghchay

Dated: \_\_\_\_\_, 2013

James Roth, an individual on behalf of himself and those he represents

By: \_\_\_\_\_  
James Roth

Dated: 10/28, 2013

Alvarado Smith, A.P.C.  
Robert J. Stein III

By:   
\_\_\_\_\_  
Robert J. Stein III

Attorneys for Plaintiffs and the Class Members

Dated: \_\_\_\_\_, 2013

Much Shelist, P.C.  
Steven P. Blonder

By: \_\_\_\_\_  
Steven P. Blonder  
Attorneys for Plaintiffs and the Class Members

**APPROVED AS TO FORM:**

Dated: \_\_\_\_\_, 2013

GREENBERG TRAUIG, LLP  
Jeff E. Scott

By: \_\_\_\_\_  
Jeff E. Scott  
Attorneys for Defendant Ticketmaster

Dated: \_\_\_\_\_, 2013

Adam Russell, an individual on behalf of himself and those he represents

\_\_\_\_\_  
Adam Russell

Dated: \_\_\_\_\_, 2013

*Signatures Continued*  
Maryam Aghchay, an individual on behalf of herself and those she represents

By: \_\_\_\_\_  
Maryam Aghchay

Dated: 10/11 /2013

James Roth, an individual on behalf of himself and those he represents

By: James M Roth #  
James Roth

Dated: \_\_\_\_\_, 2013

Alvarado Smith, A.P.C.  
Robert J. Stein III

By: \_\_\_\_\_  
Robert J. Stein III  
Attorneys for Plaintiffs and the Class Members

Dated: \_\_\_\_\_, 2013

Much Shelist, P.C.  
Steven P. Blonder

By: \_\_\_\_\_  
Steven P. Blonder  
Attorneys for Plaintiffs and the Class Members

**APPROVED AS TO FORM:**

Dated: \_\_\_\_\_, 2013

GREENBERG TRAURIG, LLP  
Jeff E. Scott

By: \_\_\_\_\_  
Jeff E. Scott  
Attorneys for Defendant Ticketmaster

Dated: \_\_\_\_\_, 2013

Adam Russell, an individual on behalf of himself and those he represents

\_\_\_\_\_  
Adam Russell

Dated: \_\_\_\_\_, 2013

*Signatures Continued*

Maryam Aghchay, an individual on behalf of herself and those she represents

By: \_\_\_\_\_  
Maryam Aghchay

Dated: \_\_\_\_\_, 2013

James Roth, an individual on behalf of himself and those he represents

By: \_\_\_\_\_  
James Roth

Dated: \_\_\_\_\_, 2013

Alvarado Smith, A.P.C.  
Robert J. Stein III

By: \_\_\_\_\_  
Robert J. Stein III  
Attorneys for Plaintiffs and the Class Members

Dated: \_\_\_\_\_, 2013

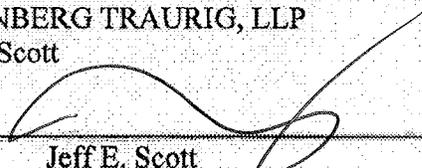
Much Shelist, P.C.  
Steven P. Blonder

By: \_\_\_\_\_  
  
Steven P. Blonder  
Attorneys for Plaintiffs and the Class Members

**APPROVED AS TO FORM:**

Dated: 10/29, 2013

GREENBERG TRAUIG, LLP  
Jeff E. Scott

By: \_\_\_\_\_  
  
Jeff E. Scott  
Attorneys for Defendant Ticketmaster