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LOS ANGELES SUPERIOR COURT
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES, STANLEY MOSK COURTHOUSE

CURT SCHLESINGER, PETER LO RE,

Plaintiffs,

v.

TICKETMASTER,

Defendants.

CASE NO.: BC 304565

CLASS ACTION

JUDGE: Hon. Kenneth R. Freeman

[PROPOSED] ORDER GRANTING (1) PRELIMINARY APPROVAL OF CLASS SETTLEMENT; (2) APPROVAL OF CLASS NOTICE; AND (3) SETTING APPROVAL HEARING AND RELATED DEADLINES AND PROCEDURES

DATE: October 19, 2011
TIME: 8:30 a.m.
DEPT: 64

TRIAL DATE: November 9, 2011
ACTION FILED: October 21, 2003

On October 19, 2011, at 8:30 a.m., this case came before the above captioned Court on Plaintiffs' and the Class' Motion for Preliminary Approval of Proposed Class Action Settlement ("Preliminary Approval Motion"). The Court, having reviewed the Preliminary Approval Motion

and all documents filed in support thereof, including the Settlement Agreement and its exhibits entered into between the Plaintiffs and Defendant Ticketmaster ("the Settlement Agreement"), and having considered oral argument at the hearing, all parties being present, for the reasons stated on the record on October 19, 2011, hereby ORDERS that:

1. The Court has conducted a preliminary evaluation of the fairness, reasonableness, and adequacy of the proposed Settlement. The Court finds that the Settlement Agreement is the product of informed, arm's-length negotiations; has no obvious deficiencies; and falls within the range of reasonableness potentially meriting final approval. The Court therefore GRANTS preliminary approval of the Settlement Agreement, subject to further consideration at the Final Approval Hearing of the Settlement Agreement as described below.
2. For settlement purposes only, the Court hereby amends the Class Certification Order of September 27, 2010, to the revised definition, as set forth in Paragraph 1.2 of the Settlement Agreement, to be as follows: "all persons who placed ticket orders from Ticketmaster using the Website during the period from October 21, 1999, through October 19, 2011, the date of the Preliminary Approval Hearing (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 timely and validly requested exclusion from the Class pursuant to the prior class notice sent to the Class following the Court's September 27, 2010 class certification order, as identified on the list attached as Exhibit A to the Settlement Agreement."
3. The UPS Subclass shall consist of all Class members who paid for UPS Delivery of their tickets.

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4. The Court finds that the class notice procedure described in Paragraph 7.2 of the Settlement Agreement and Exhibits C and D thereto will fairly and adequately satisfy the requirements of due process under the constitutions of both the United States and California, and the requirements of California Rules of Court 3.769 and 3.770, and any other applicable law. The Court finds that the proposed notice:

   (a) Constitutes the best practicable notice to Class members under the circumstances of this action;

   (b) Constitutes notice that is reasonably calculated, under the circumstances, to apprise Class members of (i) the pendency of this action, (ii) their right to exclude themselves from the Class and the proposed settlement, (iii) their right to object to any aspect of the proposed settlement, (iv) their right to appear at the final fairness hearing if they do not exclude themselves from the Class, and (v) the binding effect of the Orders and Judgment in this action on all persons who do not request exclusion from the Class.

5. The Court directs that notice of the Settlement Agreement and final fairness hearing, and of the Class members' right to object or to request exclusion from the Class be given to the Class members as follows in a form substantially similar to Exhibit-1 to this Order (e-mail notice) and Exhibit-2 to this Order (publication notice). Such notice shall be given by the means specified in Paragraphs 7.2(a)-(c) of the Settlement Agreement (i.e., via e-mail to Class members, publication in USA Today, and website notice at www.ticketfeelitigation.com). Notice and administration of the exclusion requests (opt-outs) shall be handled by the Claims Administrator, and shall be completed on or before December 19, 2011.

6. The Court appoints The Garden City Group, Inc. as the Claims Administrator. The Claims Administrator will have the responsibilities as identified in Paragraphs 7.1-7.3 of the Settlement Agreement

7. The Court hereby sets the following schedule and directs the Parties to insert the applicable dates into the Class notice where appropriate:

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(a) Requests for exclusion from the class must be submitted to the Claims Administrator (by filling out a form on the website www.ticketfeelitigation.com, or by submitting an opt-out form by e-mail, or U.S. Mail) by 5:00 p.m. Pacific Standard Time on February 16, 2012.

(b) Objections to approval of the Settlement Agreement must be filed with the Court, with copies provided to Lead Class Counsel and Counsel for Defendant, on or before February 16, 2012, and the objections must comply with the requirements set forth in Paragraphs 5.2 through 5.5 of the Settlement Agreement.

(c) Plaintiffs and Defendant may each file briefs in support of the final approval of the Settlement Agreement and in support of Plaintiffs' Counsel's motions for attorney's fees and incentive awards to the named Plaintiffs on or before April 2, 2012. Opposition papers to the pleadings identified in Paragraphs 7(b) and 7(c) shall be filed on or before April 16, 2102 and Reply papers, if any, shall be filed on or before April 30, 2012 respectively. In addition, courtesy copies of any pleadings filed pursuant to Paragraphs 7(b) or 7(c) of this Order shall be provided to the Court by email to dept.64@gmail.com.

8. The Court will hold the Final Approval Hearing pursuant to California Rule of Court 3.769 on May 29, 2012 at 8:30 a.m. in Department 64. The Final Approval Hearing will be held to determine the following:

(a) Whether the proposed Settlement is fair, adequate, and reasonable and should be granted final approval by the Court;

(b) Whether a final judgment should be entered, complying with Cal. Rule of Court 3.769(h), approving the Settlement, and retaining jurisdiction to enforce the terms thereof;

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(c) Whether, and in what amounts, attorneys' fees, costs and expenses, and incentive awards to the Plaintiffs / Class Representatives should be awarded; and

(d) Such other matters as the Court may deem appropriate.

IT IS SO ORDERED.

DATED: NOV. 2, 2011

HON. KENNETH R. FREEMAN
Judge of the Superior Court

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EXHIBIT 1

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA - COUNTY OF LOS ANGELES

CURT SCHLESINGER and PETER LO RE, on behalf themselves and the Class,	)	No. BC304565
v.	)	**NOTICE OF PROPOSED**
TICKETMASTER, a Delaware Corporation,	)	**SETTLEMENT OF CLASS ACTION**

This proposed settlement ("Settlement") is on behalf of a nationwide class of consumers (the "Class") who (1) purchased tickets on Ticketmaster's website, www.ticketmaster.com ("the Website") between October 21, 1999 and October 19, 2011 (the "Class Period"), (2) paid money to Defendant Ticketmaster for an Order Processing Fee ("OPF") that was not refunded, (3) did not and do not opt-out of the Class , and (4) were residents of one of the fifty United States at the time of their purchase. Excluded from the Class are (a) Ticketmaster, (b) any entities in which Ticketmaster has a controlling interest or which have a controlling interest in Ticketmaster, (c) the officers, directors, employees, affiliates, and attorneys of Ticketmaster, or (d) any employee or officer of the Court or their immediate family members.

The proposed Settlement is also on behalf of a nationwide subclass (the "UPS Subclass") of all Class Members who paid a delivery price for expedited delivery of their tickets via UPS (the "Delivery Price").

The Class asserts claims that Ticketmaster's OPF is excessive and deceptive. The UPS Subclass asserts claims that Ticketmaster's UPS delivery charges are excessive and deceptive.

If you are a member of the Class and do not opt out of this proposed Settlement as set forth below, the Settlement will resolve your claims if approved by the Court.

On May 29, 2012 at 8:30 a.m., there will be a Final Approval hearing for the Court to determine whether to approve the settlement described below. The hearing will be held before Judge Kenneth R. Freeman, in Department 64 of the Superior Court of the State of California for the County of Los Angeles, located at 111 North Hill Street, Los Angeles, California 90012.

The proposed Settlement will provide a combination of benefits to the Class and UPS Subclass. Additionally, Lead Class counsel (identified below) will apply for up to $16.5 million in attorneys' fees and expense reimbursements to counsel for the class and for an incentive award of $20,000 to each of the class representatives. Ticketmaster has agreed not to oppose that request and the Court will decide how much to award to Class counsel and the class representatives. The specific terms of the settlement are described in a Settlement Agreement and Release. This Notice does not change the terms of the Settlement Agreement, and is intended as a short summary of that document, which will be made available for your review on the Notice Website as described below. In the event of any conflict between this document and the terms of the Settlement Agreement, the terms of the Settlement Agreement will govern.

SUMMARY OF YOUR LEGAL RIGHTS & OPTIONS[1]

[1]You are not entitled to any benefits under this Settlement if you have been convicted of felonies pertaining to the purchase of tickets over Ticketmaster's Website or have used "bots" or other software

Ex 1

(DETAILED DESCRIPTION FOLLOWS)

OPF CLAIMS – ALL CLASS MEMBERS	**RECEIVE TICKETMASTER CREDITS**	If you take no action, and the settlement is approved by the Court, you will automatically receive, via email at the most recent email address associated with your purchases on Ticketmaster.com, discount codes ("Codes") which can be used for future purchases for U.S. events from Ticketmaster's Website (except for events at venues owned or operated by AEG as set forth in the Settlement Agreement). For each transaction that you made during the Class Period, you will receive one code via email for a $ 1.50 discount, up to a maximum of 17 codes. This does not include the additional benefits, for the UPS Subclass members, which are described below. The Codes may be combined up to a maximum of two credits ($3.00) that may be applied on future transactions as described above. The Codes are non-transferable, expire 48 months from distribution, and may be redeemed only for purchases made using the email address to which they were sent (or an updated address provided to the Claims Administrator or Ticketmaster and verified as belonging to the Class Member).
UPS SUBCLASS MEMBERS	**RECEIVE ADDITIONAL CREDITS FOR UPS OR OTHER OVERNIGHT SHIPPING (IF AVAILABLE)**	If you are a member of the UPS Subclass, you will be entitled to additional relief under the Settlement. Specifically, for each transaction you made using UPS delivery of your tickets (up to 17 transactions), you will receive one UPS code ("UPS Code") via email, for $5.00 off subsequent expedited delivery fees on purchases from Ticketmaster's Website (except for events at venues owned or operated by AEG as set forth in the Settlement Agreement) of tickets that are shipped via UPS or some other form of overnight delivery that Ticketmaster may offer in the future. These UPS Codes may not be combined, and only one UPS Code may be used per transaction. However, this benefit may be used for a ticket order together with the OPF Code described above. The UPS Codes are non-transferable, expire 48 months after they are first usable, and may be redeemed only for purchases made using the email address to which they were sent (or an updated address provided to the Claims Administrator or Ticketmaster and verified as belonging to the Class Member).
ALL CLASS MEMBERS	**OBJECT TO THE SETTLEMENT**	You may file an objection and ask the Court not to approve the settlement. You may object to or oppose any aspect of the settlement, including the relief provided to the Class or UPS Subclass and/or the attorneys fees and expenses and/or the incentive award requested for the Plaintiffs who brought this suit. In order for any objection to be considered, you must file a written statement with the Court, and provide a copy to Lead Class Counsel and Ticketmaster's Counsel at the addresses listed herein, by February 16, 2012. You may retain an attorney at your own cost to represent you in connection with any such opposition or objection.

to disguise your true identity and/or avoid the "tickets per transaction" limits on the Website. You will be required to certify that you are not so disqualified at the point of purchase.

ALL CLASS MEMBERS	**OPT OUT OF THE SETTLEMENT**	You do not need to take any action to enjoy the benefits of the Settlement, other than to meet the requirements for being a member of the Class and UPS Subclass, as applicable. If you elect to opt out and be excluded from the lawsuit, the Court will exclude you from the Class and UPS Subclass, as applicable, and you will not enjoy any benefits under this Settlement. If you do not wish to participate in the Settlement, you must say so in writing. Your written request to be excluded must include your name and email address. To be effective, the exclusions must be submitted on-line or mailed by February 16, 2012. An exclusion may be either completed on-line at www.ticketfeelitigation.com or be mailed in an envelope by U.S. Mail or sent via email to the Claims Administrator Garden City Group at the following addresses: Mail: Schlesinger v. Ticketmaster c/o The Garden City Group, Inc. P.O. Box 9731 Dublin, OH 43017-5631 Email: ticketfeelitigation@gcginc.com If you do not exclude yourself, you will be represented as a member of the Class and UPS Subclass, as applicable, by Lead Class Counsel who are identified below and have been appointed by the Court to serve as class counsel. You will also release all claims against Ticketmaster as summarized below and as set forth in detail in the Settlement Agreement.

1. WHAT THIS CASE IS ABOUT:

Plaintiffs have alleged that Ticketmaster deceived and misled customers by representing that the Delivery Price was a pass-through of the amount that UPS charged Ticketmaster for that delivery and that Ticketmaster's OPF was also deceptive and misleading in that it did not actually represent Ticketmaster's costs in processing orders but rather was a profit generator which Ticketmaster required customers to pay.

Ticketmaster denied all of these allegations, and has defended this litigation for the past eight years. In addition to denying the merits of Plaintiffs' claims, Ticketmaster opposed Plaintiffs' request that the Court certify this case as a class action.

On February 5, 2010, the Court certified the case as a class action only on behalf of California residents who purchased tickets from the Website, including a subclass of consumers who also purchased UPS delivery for those tickets. Plaintiffs appealed that decision, to the extent the Court did not include consumers residing outside of California. In September, 2010, the Appellate Court ordered that the case should be certified as a nationwide class action, and the trial court thereafter issued an Order certifying a nationwide class covering purchases made from the Website from October 21, 1999 through May 31, 2010.. In October 2010, pursuant to Court Order, Notice was sent via email, and

published in the USA Today, advising members of the foregoing class of the certification and of their opportunity to opt-out of this case. Accordingly, this case is proceeding as a class action on behalf of that class. The class also has been expanded, by stipulation of the parties and order of the court , for purposes of this Settlement only, to include all consumers who (1) purchased tickets on Ticketmaster's website from June 1, 2010 through October 19, 2011 , (2) paid money to Ticketmaster for an OPF that was not refunded, (3) did not and do not opt-out of the class , and (4) were residents of one of the fifty United States at the time of their purchase.

2. WHY THIS NOTICE IS BEING PROVIDED TO YOU:

After several mediation sessions before an impartial mediator, the parties have reached the proposed Settlement for this case on behalf of themselves and all Class Members and UPS Subclass Members. If you have received this notice by email, that is because Ticketmaster's records reflect that you are a member of the Class, and some members of the Class also are members of the UPS Subclass. The purpose of this notice is to inform you of the terms of the Settlement the benefits available to you under it, how this lawsuit and the Settlement may affect your legal rights, important upcoming deadlines relating to the Settlement, and the steps you must take if you want to object to or opt out of the Settlement.

3. SETTLEMENT TERMS: If the Court approves the settlement, it will provide the following:

A. Monetary Benefits To Class Members.

(a) ***Class.***

Each Class Member who (i) has an eligible claim, (ii) has not been convicted of a felony pertaining to his/her purchases of tickets over the Website and certifies that he/she has not been so convicted and also certifies that he/she did not use computer "bots" or other software to disguise his/her true identity and/or avoid the tickets per transaction limits on the Website, and (iii) has not filed a timely opt-out, as applicable, shall receive the following benefits: a code ("Code") for each purchase transaction (*i.e.* per order, not per ticket) entered into from the Website during the Class Period, (up to a maximum of 17 transactions/codes) entitling each Class Member to a credit in the amount of one dollar and fifty cents ($1.50) per transaction which will be deducted from future purchases from Ticketmaster on the Website for events occurring at venues located in the United States (excluding events at venues owned and operated by AEG). The Codes may be combined, up to a maximum of two credits totaling three dollars ($3.00). The Codes are non-transferable.

(b) ***UPS Subclass.***

Each UPS Subclass Member who (i) has an eligible claim, (ii) has not been convicted of a felony pertaining to his/her purchases of tickets over the Website and certifies that he/she has not been so convicted and also certifies that he/she did not use computer "bots" or other software to disguise his/her true identity and/or avoid the tickets per transaction limits on the Website, and (iii) has not filed a timely opt-out, as applicable, will receive the following benefits (unless the payments you made for UPS already were refunded - for example, where you cancelled your purchase order on the same day you made the purchase order): for each purchase up to 17 transactions (per order, not per ticket) made over the Website during the Class Period, a credit in the form of a code (or codes) e-mailed to the UPS Subclass Member for five dollars ($5.00) off the Delivery Price on subsequent purchases from Ticketmaster on the Website of tickets that are shipped via UPS for events occurring at venues located in the United States (but excluding events at AEG owned and operated venues). These codes cannot be

combined or aggregated (*i.e.* only one code may be used per order) and are non-transferable. A UPS Code may be combined with a ticket purchase Code, however.

(c) ***Issuance of Codes.*** Ticketmaster (or, at Ticketmaster's election, the Claims Administrator) will send the codes to Class and UPS Subclass Members at the last-known e-mail address in Ticketmaster's database within thirty (30) days after Final Approval[2] but in no case prior to Augusdt 28, 2012, with instructions that they may be redeemed over the next forty-eight (48) months.

(d) ***Limitations on Redemption of Codes.*** Codes may be redeemed up to 48 months after distribution, at which time they will automatically expire. 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 member of the Class or UPS Subclass, as applicable.

(e) ***Guaranteed Redemption Amount/Charitable Contributions.*** In the event that the minimum aggregate value of the OPF and UPS credit benefits redeemed in any given year during the forty-eight (48) month redemption period is less than $11.25 million, Ticketmaster shall make charitable contributions in amounts equaling the difference between $11.25 million and the aggregate value of the redeemed credit benefits that year. The aggregate guaranteed minimum redemption/*cy pres* amount for the settlement is $45 million. The charitable payments shall be made in the form of a combination of cash and tickets provided free of charge to appropriate charities, on the terms set forth in detail in the Settlement Agreement.

B. Non-Economic Settlement Terms And Benefits To Class Members.

1. *Administrative Fees*. Ticketmaster will pay the fees and costs charged by the Claims Administrator for administering the Settlement.

2. *Website Changes.* Ticketmaster has agreed to change its Website to add disclosures clarifying that Ticketmaster's OPF may include a profit and is not limited to 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. The language of the changes to the Website has been left to Ticketmaster's reasonable discretion and may be changed again by Ticketmaster in the future to suit its business needs.

C. Release of Claims. The complete release is contained in the Settlement Agreement. In summary, if the Court grants final approval of the Settlement, you will be deemed to have fully and finally released and discharged Defendant Ticketmaster and its related entities from any and all claims relating in any manner to the allegations made in connection with the claims alleged by Plaintiffs in this case. If you want more details about the scope of the release, you should read the Settlement Agreement which is posted on the Notice Website.

The release also covers any and all claims for attorneys' fees, costs or disbursements incurred by Lead Class Counsel or any other attorneys for services rendered or value provided to the Class or the UPS Subclass. Nothing in the release precludes any action to enforce the terms of the Settlement Agreement. Insofar as this release extends to venues, the Released Claims shall not extend to any claims relating to the Face Value of Tickets (as defined in the Settlement Agreement). The Release also does not extend

[2] "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" shall mean 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.

to any claims based on a breacn of this Agreement.

D. Attorneys' Fees and Costs. You will not be required to pay any attorneys' fees or costs from your share of the Settlement. Lead Class Counsel will file with the Court an application (the "Fee Motion") in this action for an award of up to fifteen million US dollars ($15,000,000) in attorneys' fees, which, if awarded by the Court, would represent a "multiplier" of approximately 2.5 times Lead Class Counsel's "lodestar." The lodestar is computed by taking the amount of time spent working on this case, multiplied by Lead Class Counsel's hourly rates. Lead Class Counsel has informed the Court that its lodestar is approximately $6.5 million, from the beginning of this case in 2003 through September 26, 2011. Lead Class Counsel will also seek to recover the amount of costs and expenses they have incurred, up to a cap of one million five hundred thousand dollars ($1,500,000). The parties have agreed that any award of fees and costs shall not exceed those amounts and that Ticketmaster will pay any amounts, up to these limits, awarded by the Court in addition to the relief provided to the Class.

E. Incentive Payment To Named Plaintiffs. In connection with the Final Approval hearing, Plaintiffs' counsel will ask the Court to award an incentive award not to exceed $20,000 each for the two named Plaintiffs who brought this case, were certified as class representatives, and who have been required to respond to substantial discovery requests from Ticketmaster over the past eight years. If the Court approves the request, any attorneys' fees awarded by the Court will be reduced by the amount of the incentive award. The incentive award will not reduce any of the benefits to the Class members.

ADMINISTRATOR CONTACT INFORMATION: The Class Administrator in this matter is Garden City Group, Inc. You may reach the Class Administrator by e-mail, fax, mail or telephone using the following contact information:

Mail:

Schlesinger v. Ticketmaster
c/o The Garden City Group, Inc.
P.O. Box 9731
Dublin, OH 43017-5631

Email: ticketfeelitigation@gcginc.com

Toll-free telephone number: (888) 230-2184

PLAINTIFFS' ATTORNEYS AND PLAINTIFFS SUPPORT SETTLEMENT: Plaintiffs' attorneys and Plaintiffs support this Settlement. Among the reasons for their support include the benefits provided to the class, the fairness of the Settlement terms, the inherent risk of litigation at trial and/or appeal, and the delays associated with continued litigation, including a trial and appeals, the uncertainty of Plaintiffs' claims, as well as other legal issues that have not yet been determined by the Court. Class Counsel believes that the Settlement is fair, reasonable and adequate in light of all the circumstances and in the best interests of the Class.

HOW TO OBTAIN ADDITIONAL INFORMATION.

The Claims Administrator has set up a website at the URL <www.ticketfeelitigation.com> for the purposes of allowing class members to submit claims forms and update their email information, and to provide them additional information regarding the lawsuit. The Notice Website includes copies in downloadable .pdf format of this notice, the Settlement Agreement, the most recent version of the

Complaint in this case, the Motion for Preliminary Approval of this Settlement filed by Plaintiffs' attorneys, and the Court Order granting Preliminary Approval. The Notice Website also provides a means for class members to make inquiries electronically to the Claims Administrator regarding this Settlement and other important information relating to the Settlement.

Additionally, any class member is free to inspect the Court file, which is located at 111 North Hill St., Los Angeles, California 90012.

FINAL APPROVAL OF THE SETTLEMENT: The Court has set a hearing regarding final approval of the Settlement, Incentive Award Motion and Fee Application for **May 29, 2012 at 8:30 a.m. in Department 64 of the Los Angeles Superior Court, located at 111 North Hill Street, Los Angeles, California 90012. The Final Approval Motion, Incentive Award Motion and Fee Application will be filed with the Court no later than April 2, 2012.** All pleadings, motions and applications are or will be publically available in the court file in advance of the final approval hearing. If you file a timely objection as and when set forth below, you may (but are not required to) supplement your objection by timely filing a written opposition to any specific motion or application that has been filed with the court, in accordance with the California Code of Civil Procedure. Any supplemental oppositions must be served on Plaintiffs' counsel and Ticketmaster's counsel by personal or overnight delivery at the addresses below no later than **April 16, 2012**. The Settlement will not be final and will not take effect unless and until 5 days after Final Approval of this Settlement as "Final Approval" is defined in footnote 2 above and in the Settlement Agreement.

At the fairness hearing, Lead Class Counsel will ask the Court, Hon. Kenneth R. Freeman, to find that all aspects of the Settlement Agreement are fair, reasonable and adequate and approve the settlement in its entirety, which includes entering a Judgment granting all of the relief to the class members identified above, and the attorneys' fees, expenses, and incentive awards.

Any class member who files a timely objection may appear at the fairness hearing (either in person or by an attorney) and have his or her objections heard by the Court.

RIGHT TO OBJECT TO THE SETTLEMENT:

You have the right to object to any aspect of the proposed Settlement, including the relief provided to the Class members and/or the attorneys' fees and expenses, and/or the incentive awards, and may appear personally or through counsel at the hearing and object to the approval of the Settlement. Even if you object to the Settlement, you may still be entitled to share in the Settlement proceeds. The following is a summary of the requirements for filing an objection. For complete details, please review the settlement agreement, available at www.ticketfeelitigation.com.

To be valid and considered by the Court, any objections by you must be submitted in writing, must be filed with the Court and served by mail and/or email on Defendants' Counsel and Lead Class Counsel **by February 16, 2012** and must and include the following information: (1) a heading referring to the Action; (2) your name, address, telephone number, email address, and the contact information for any attorney retained by you in connection with the objection; (3) any email addresses used by you in connection with the purchase of tickets from the Website during the Class Period and, to the best of your ability, the identification (description, date and location of the event, date of ticket purchase, number of tickets purchased, and whether or not the tickets were delivered by UPS) of all purchases you made from the Website during the Class Period; (4) a detailed statement of each objection you are making and the factual and legal basis for each objection, and the relief the you are requesting; (5) a statement of whether you intend to appear, either in person or through counsel, at the Final Approval

Hearing. If you intend to appear through counsel, you must identify the counsel's name, address, phone number, email address, and the state bar(s) to which the counsel is admitted, and any Points and Authorities in support of your objections must contain any and all legal authority upon which you will rely; (6) a list of and copies of all exhibits which you may seek to use at the Final Approval Hearing; and (7) if you are going to request the Court allow you to call witnesses at the Final Approval Hearing, you must you must provide a list of any such witnesses together with a brief summary of each witness' expected testimony at least thirty (30) days prior to the Final Approval Hearing. The failure to provide this list of witnesses shall bar them from testifying at the hearing. However, submitting this list does not guarantee that the witnesses shall be allowed to testify. The ability of any witness to testify is subject to any objections that may be raised by any Party and subject to the normal rules and discretion of the Court.

Any counsel retained by you in connection with an objection shall identify all objections they have filed to class action settlements from January 1, 2008 to present, and identify the results of each objection, including any Court opinions ruling on the objections. Objector's counsel shall also identify if they have ever been sanctioned by a Court in connection with filing an objection.

If you file an objection, you must make yourself available for deposition upon ten days written notice. The deposition must be taken within 40 miles of your residence, unless you agree to a different location.

WHAT HAPPENS IF YOU DO NOTHING AND DO NOT EXERCISE YOUR RIGHT TO OPT OUT OF THE SETTLEMENT:

If the Court grants final approval of the Settlement, and if you do not properly and timely opt out of the Class **by sending a written request to opt-out to the Claims Administrator identified above either by mail postmarked on or before February 16, 2012 or by e-mail sent by no later than 5 p.m. Pacific Daylight Time on February 16, 2012**, then you will automatically be included in the Class and the Subclass, as applicable. You will be bound by the terms of the Settlement Agreement and any Court Order approving the Settlement and Judgment, and will release your claims against Ticketmaster.

An original and one copy of any objections you prepare shall be timely filed with the Court at the following address: Los Angeles Superior Court, Department 64, 111 North Hill Street, Los Angeles, California 90012. Copies of all documents filed with the Clerk of the Court must also be sent to Plaintiffs' counsel and to Ticketmaster's counsel at the following addresses:

Plaintiffs' Counsel / Lead Class Counsel

Steven P. Blonder, Esq.
Much Shelist Denenberg Ament & Rubenstein, P.C.
191 North Wacker Drive
Suite 1800
Chicago, Illinois 60606
Telephone: (312) 521-2000
Facsimile: (312) 521-2100
Email: sblonder@muchshelist.com

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Ticketmaster's Counsel

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Fax: (310) 586-7800
Email: ScottJ@gtlaw.com

Any objection or opt-out request that fails to satisfy the requirements of the Settlement Agreement, or that is not properly and timely submitted, shall be deemed ineffective, may be disregarded by the Court, and may be deemed to have been waived, and the Class Member asserting such objection or opt-out request shall be bound by the final Judgment of the Court.

IF YOU DO NOT OPPOSE ANY ASPECT OF THE PROPOSED SETTLEMENT, YOU NEED NOT APPEAR AT THE HEARING OR FILE ANY PAPERS.

RESOLUTION OF DISPUTES. If there is a dispute regarding your settlement amount, or any other aspect of your participation in the Settlement (other than objections as set forth above), the dispute shall be decided by the Honorable John Wagner (Ret.).

INQUIRIES: Any questions concerning this notice should be directed to info@www.ticketfeelitigation.com, or by e-mail, U.S. mail or telephone to the Class Administrator using the contact information set forth above.

Please do not contact the Court or Defendant's attorneys.

EXHIBIT 2

EXHIBIT 2

If you purchased tickets on Ticketmaster's website www.ticketmaster.com (the "Website") between October 21, 1999 and October 19, 2011 (the "Class Period"), and did not previously opt-out of the case, a proposed settlement will affect your rights, if approved by the Court.

There is a proposed settlement ("Settlement") on behalf of a nationwide class of consumers (the "Class") who purchased tickets from the Website during the Class Period. The Class asserts claims that Ticketmaster's Order Processing Fee ("OPF") is excessive and deceptive. The Court also certified a subclass (the "UPS Subclass") of consumers who paid for expedited delivery of their tickets via UPS (the "Delivery Price"). The UPS Subclass is asserting claims that Ticketmaster's Delivery Price excessive and deceptive. Ticketmaster disputes each of Plaintiffs' claims.

Who is a Class Member? The case was previously certified as a class action. If you did not already opt-out of the class, you are a Class Member if you purchased tickets on the Website during the Class Period, paid money to Ticketmaster for an OPF that was not refunded, and were a resident of one of the fifty United States at the time of your purchase. You are also a UPS Subclass Member if you are a Class Member and paid a Delivery Price in connection with your purchase of tickets over the Website. If the Court approves the settlement you will be bound by its terms and will release your claims against Ticketmaster. Excluded from the Class and UPS Subclass are (a) Ticketmaster, (b) any entities in which Ticketmaster has a controlling interest or which have a controlling interest in Ticketmaster, (c) the officers, directors, employees, affiliates, and attorneys of Ticketmaster, or (d) any employee or officer of the Court or their immediate family members.

What are the benefits? The proposed Settlement will provide benefits to the Class and UPS Subclass as summarized below.

Ex 2

SUMMARY OF YOUR LEGAL RIGHTS & OPTIONS[1]
(DETAILED DESCRIPTION FOLLOWS)

OPF CLAIMS – ALL CLASS MEMBERS	**RECEIVE TICKETMASTER CREDITS**	If you take no action, and the settlement is approved by the Court, you will automatically receive, via email at the address associated with your Ticketmaster account, discount codes ("Codes") which can be used for future purchases for U.S. events from Ticketmaster's Website (except for events at venues owned or operated by AEG as set forth in the Settlement Agreement). For each transaction that you made during the Class Period, you will receive one code via email for a $ 1.50 discount, up to a maximum of 17 codes. This does not include the additional benefits, for the UPS Subclass members, which are described below. The Codes may be combined up to a maximum of two credits ($3.00) that may be applied on future transactions as described above. The Codes are non-transferable, expire 48 months from distribution, and may be redeemed only for purchases made using the email address to which they were sent (or an updated address provided to the Claims Administrator or Ticketmaster and verified as belonging to the Class Member).

[1]You are not entitled to any benefits under this Settlement if you have been convicted of felonies pertaining to the purchase of tickets over Ticketmaster's Website or have used "bots" or other software to disguise your true identity and/or avoid the "tickets per transaction" limits on the Website. You will be required to certify that you are not so disqualified at the point of purchase.

UPS SUBCLASS MEMBERS	**RECEIVE ADDITIONAL CREDITS FOR UPS OR OTHER OVERNIGHT SHIPPING (IF AVAILABLE)**	If you are a member of the UPS Subclass, you will be entitled to additional relief under the Settlement. Specifically, for each transaction you made using UPS delivery of your tickets (up to 17 transactions), you will receive one UPS code ("UPS Code") via email, for $5.00 off subsequent expedited delivery fees on purchases from Ticketmaster's Website (except for events at venues owned or operated by AEG as set forth in the Settlement Agreement) of tickets that are shipped via UPS or some other form of overnight delivery that Ticketmaster may offer in the future. These UPS Codes may not be combined, and only one UPS Code may be used per transaction. However, this benefit may be used for a ticket order together with the OPF Code described above. The UPS Codes are non-transferable, expire 48 months after they are first usable, and may be redeemed only for purchases made using the email address to which they were sent (or an updated address provided to the Claims Administrator or Ticketmaster and verified as belonging to the Class Member).
ALL CLASS MEMBERS	**OBJECT TO THE SETTLEMENT**	You may file an objection and ask the Court not to approve the settlement. You may object to or oppose any aspect of the settlement, including the relief provided to the Class or UPS Subclass and/or the attorneys fees and expenses and/or the incentive award requested for the Plaintiffs who brought this suit. In order for any objection to be considered, you must file a written statement with the Court, and provide a copy to Lead Class Counsel and Ticketmaster's Counsel at the addresses listed herein, by February 16, 2012. You may submit an objection yourself or you may retain an attorney at your own expense to file an objection on your behalf.

ALL CLASS MEMBERS	**OPT OUT OF THE SETTLEMENT**	You do not need to take any action to enjoy the benefits of the Settlement, other than to meet the requirements for being a member of the Class and UPS Subclass, as applicable. If you elect to opt out and be excluded from the lawsuit, the Court will exclude you from the Class and UPS Subclass, as applicable, and you will not enjoy any benefits under this Settlement. If you do not wish to participate in the Settlement, you must say so in writing. Your written request to be excluded must include your name and email address. To be effective, the exclusions must be submitted on-line or mailed by February 16, 2012. An exclusion may be either completed on-line at www.ticketfeelitigation.com or be mailed in an envelope by U.S. Mail or sent via email to the Claims Administrator Garden City Group at the following addresses: Mail: Schlesinger v. Ticketmaster c/o The Garden City Group, Inc. P.O. Box 9731 Dublin, OH 43017-5631 Email: ticketfeelitigation@gcginc.com If you do not exclude yourself, you will be represented as a member of the Class and UPS Subclass, as applicable, by Lead Class Counsel who are identified below and have been appointed by the Court to serve as class counsel. You will also release all claims against Ticketmaster as summarized below and as set forth in detail in the Settlement Agreement.

Who represents you? The Class is represented by Steven P. Blonder of Much Shelist Denenberg Ament & Rubenstein, P.C., 191 N. Wacker Drive, Suite 1800, Chicago, IL 60606-1615 and Robert J. Stein III and William M. Hensley of AlvaradoSmith, 1 MacArthur Place, Suite 200, Santa Ana, CA 92707 (collectively, "Lead Class Counsel").[2] Lead Class Counsel will ask the Court for an award of up to $16,500,000 in attorneys' fees and costs and expenses they have incurred. Lead Class Counsel will also ask the Court to award an incentive award not to exceed $20,000 each for the two named Plaintiffs who brought this case. The money for the

[2] Ticketmaster is represented by Jeff E. Scott of Greenberg Traurig LLP 2450 Colorado Ave, Suite 400 East, Santa Monica, CA 90404 and Gail E. Lees of Gibson Dunn & Crutcher LLP, 333 South Grand Ave., Los Angeles, CA 90071.

attorneys' fees and expenses and the incentive awards will not be paid by the Class Members or from the benefits provided to Class Members.

Final Approval Hearing. The Court will decide whether to approve the Settlement at a Final Approval Hearing on **May 29, 2012, at 8:30 a.m.**, Department 64 of the Superior Court of the State of California for the County of Los Angeles, 111 North Hill Street, Los Angeles, CA 90012. The pleadings, motions and applications relating to the Final Approval Hearing will be filed pursuant to the California Code of Civil Procedure and publicly available in the court file. As a Class Member, you or your lawyer can appear before the Court and object to the proposed Settlement. If you choose to appear through an attorney, you have to pay that attorney.

Release of Claims. The complete release is contained in the Settlement Agreement. If you want details about the scope of the release, you should read the Settlement Agreement which is posted on the Notice Website at www.ticketfeelitigation.com.

This notice is only a summary. For more detailed information about the Settlement, or to submit a claim, visit the Notice Website, send and e-mail to ticketfeelitigation@gcginc.com, call the Administrator at the toll-free telephone number (888) 230-2184, or write: Schlesinger v. Ticketmaster, c/o The Garden City Group, Inc., P.O. Box 9731, Dublin, OH 43017-5631.

PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF ORANGE
Curt Schlesinger v. Ticketmaster
Superior Court of Los Angeles County, Central District
Case No. BC 304565

I am employed in the County of Orange, State of California. I am over the age of 18 years and not a party to the within action. My business address is **ALVARADOSMITH, APC, 1 MacArthur Place, Santa Ana, CA 92707**.

On **October 26, 2011**, I served the foregoing document described as **[PROPOSED] ORDER GRANTING (1) PRELIMINARY APPROVAL OF CLASS SETTLEMENT; (2) APPROVAL OF CLASS NOTICE AND (3) SETTING APPROVAL HEARING AND RELATED DEADLINES AND PROCEDURES** on the interested parties in this action.

☒ by placing the original and/or a true copy enclosed in (a) sealed envelope(s), addressed as follows:

SEE ATTACHED SERVICE LIST

☒ **BY REGULAR MAIL:** I deposited such envelope in the mail at 1 MacArthur Place, Santa Ana, California. The envelope was mailed with postage fully prepaid.
I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.
BY THE ACT OF FILING OR SERVICE, THAT THE DOCUMENT WAS PRODUCED ON PAPER PURCHASED AS RECYCLED.

☐ **BY FACSIMILE MACHINE:** I Tele-Faxed a copy of the original document to the facsimile numbers **LISTED ON THE ATTACHED SERVICE LIST.**

☐ **BY OVERNIGHT MAIL:** I deposited such documents at the Overnite Express or Federal Express Drop Box located at 1 MacArthur Place, Santa Ana, California 92707. The envelope was deposited with delivery fees fully prepaid.

☐ **BY PERSONAL SERVICE:** I caused the above documents to be delivered by hand to the following addressee **LISTED ON THE ATTACHED SERVICE LIST.**

☐ **BY EMAIL:** I caused such document to be delivered by electronic mail to *** at the email address listed as**.

☒ (State) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **October 26, 2011** at Santa Ana, California.

SANDRA MCLEOD

ADORNO YOSS ALVARADO & SMITH
ATTORNEYS AT LAW
SANTA ANA

SERVICE LIST

Curt Schlesinger v. Ticketmaster
Superior Court of Los Angeles County, Central District
Case No. BC 304565

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ATTORNEYS AT LAW
SANTA ANA