

SETTLEMENT AGREEMENT AND RELEASE

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

Entered Into As Of September 2, 2011

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into as of September 2, 2011, 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), and (iii) Live Nation Entertainment, Inc., the successor-in-interest to Defendant 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:

I. RECITALS

A. WHEREAS, on October 21, 2003, Plaintiffs filed their original complaint (the "Complaint") in the Action. The Complaint alleged a single cause of action under California's Unfair Competition Law ("UCL") (codified at California Business and Professions Code §§ 17200 *et seq.*) based on Plaintiffs' claim that Ticketmaster's description on its website (the "Website," residing at the uniform resource locator ("URL") <www.ticketmaster.com>), of its delivery price for expedited delivery via United Parcel Service ("UPS") (the "Delivery Price") is deceptive. Ticketmaster disputes the allegations in the Complaint.

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 on its Website of its Order Processing Fee ("OPF") is deceptive. Ticketmaster disputes the allegations in the FAC. Plaintiffs subsequently filed their Second Amended Complaint alleging two new claims under the UCL and then a Third Amended Complaint that alleged new additional facts but no new substantive claims. Ticketmaster disputes the allegations in the Second and Third Amended Complaints and has denied the material allegations in the various versions of the Complaint.

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 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 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 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 independent company approved by the Court and retained by Ticketmaster at its own expense to provide Notice to the Class and administer the settlement of the Action in accordance with the terms of this Agreement. Subject

to approval of the Court, Ticketmaster has indicated it will select the Garden City Group as the Claims Administrator, and Plaintiffs have stated they have no objection.

1.2 The definition of "Class Members" or "Class" is expanded for purposes of this Settlement Agreement beyond the definition used in the Court's September 27, 2010 Order described in WHEREAS Clause C, above. For purposes of this Settlement 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 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 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" means Curt Schlesinger and Peter Lo Re.

1.10 "Judgment" means the judgment to be rendered by the Court pursuant to this Agreement.

1.11 "Lead Class Counsel" shall refer collectively to Steven P. Blonder of Much Shelist Denenberg Ament & Rubenstein, P.C. and Robert J. Stein III and William M. Hensley of Alvarado Smith, APC.

1.12 "Litigation Website" means 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 "Plaintiffs" means individual Plaintiffs and Class representatives Curt Schlesinger and Pete Lo Re.

1.17 "Related Parties" means collectively (a) Defendant Ticketmaster and its successor-in-interest Live Nation Entertainment Inc., as well as Live Nation Worldwide, Inc., 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) Plaintiffs minor children, and Lead Class Counsel and the firms identified in Section 1.11 above (collectively, "Plaintiffs' Related Parties").

1.18 "Released Claims" shall mean any and all claims, judgments, actions, demands, rights, liabilities, and causes of action of every nature and description whatsoever that accrue or accrued during the Class Period, whether known or unknown, asserted or unasserted, whether or not concealed or hidden, that have been or could or might have been or might hereafter be asserted in any claim, pleading or amended pleading filed in any forum by or on behalf of any Class Member, on behalf of themselves individually or on behalf of themselves and any member(s) of the Class against Defendant and/or Defendant's Related Parties, under any theory of law or equity, based on or arising from the allegations made in connection with the claims brought by any plaintiff and/or certified for class treatment by the Court, including, without limitation, any contention that any fees charged by Ticketmaster on any purchases made by Plaintiffs or any Class Members over the Website are excessive, or that any fees charged on such purchases by Ticketmaster on the Website are deceptive and/or are described in a deceptive manner, or that are based upon, arise from, or are, in whole or in part, in any way related to any

or all of the facts, transactions, events, occurrences, disclosures, statements, acts or omissions or failures to act that have been or could or might have been alleged in the Action relating to the payment or description of any fees; or that arise out of the prosecution, settlement or resolution of the Action or the Released Claims or any and all defenses or cross-claims thereto. Without limiting the scope of this release, the release also covers any and all claims for attorneys' fees, costs or disbursements incurred by Lead Class Counsel, or any other counsel, for attorney's fees or costs 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 the Settlement Agreement. Nothing in the release precludes any action to enforce the terms of the Settlement Agreement. The Released Claims shall not extend to any claims challenging the Face Value of Tickets, or any claims based on a breach of this Agreement.

1.19 "Representative Plaintiffs" means Curt Schlesinger and Peter LoRe.

1.20 "Settling Party" or "Settling Parties" means, as the context requires, any Plaintiff, any Class Member and Defendant.

1.21 "UPS Subclass Members" shall mean all Class Members who paid a Delivery Price.

1.22 "Website" means www.ticketmaster.com.

2. THE SETTLEMENT

A. Expanded Settlement Class

2.1 **Amended Class Definition For Settlement Purposes.** 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' Third 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 October 19, 2011, the scheduled hearing date on the Preliminary Approval Motion. In the event that preliminary approval is granted, but final approval is denied, as part of the agreement set forth in Section 9(c), *infra*, that the parties shall be placed in the same position they were in at the conclusion of the hearing on September 2, 2011 referenced in WHEREAS Clause D, above, the Class definition in effect on that date (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 Settlement Agreement, or seeking preliminary or

final approval of this Settlement Agreement, shall be deemed a waiver of any rights or remedies they 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

2.2 The OPF Claims. Ticketmaster will provide all Class Members with a Code for each transaction (i.e., one per ticket order, not one per ticket) entered into during the Class Period where the OPF was not refunded (up to a maximum of 17 transactions/ Codes) entitling each Class Member to a credit in the amount of \$1.50 per transaction ("OPF Credit Benefit") on subsequent Website purchases from Ticketmaster for events occurring at venues located in the United States, excluding events occurring at AEG owned and operated venues. A current list of AEG owned and operated venues is attached as Exhibit B. The credits may be combined, up to a maximum of two credits (\$3.00), and will reduce any Ticketmaster fees otherwise charged by the amount of the credits. The number of eligible transactions shall be determined by the Claims Administrator, based on information provided by Ticketmaster identifying the number of unique purchasers in its transaction database and the number of transactions associated with such unique purchasers during the Class Period. The Codes are non-transferable and may be redeemed only through the e-mail addresses to which they were sent (or a subsequent address provided to Ticketmaster or the Claims Administrator to update the Class Member's customer account in Ticketmaster's database and verified as belonging to the Class Member). In order to use the Codes, at the point of purchase Class Members will be required to certify that they have not been convicted of a felony pertaining to their purchases of tickets over the Website and also certify that they did not use computer "bots" or other software to disguise their true identity and/or avoid the "tickets per transaction" limits on the Website.

2.3 UPS Claims. Ticketmaster will provide all members of the UPS Subclass with one Code for each transaction entered during the Class Period (the number of qualifying purchases will be determined as set forth in Section 2.2, above) where the tickets were shipped via UPS and the UPS Delivery Price was not refunded (up to a maximum of 17 transactions/ Codes) entitling each UPS Subclass Member to a credit in the amount of \$5.00 per transaction (i.e., per order delivered by UPS, not per ticket) off expedited delivery fees charged on subsequent purchases from Ticketmaster on the Website for tickets that are shipped via UPS or other form of overnight delivery service (e.g., Federal Express) that Ticketmaster may offer in the future ("UPS Credit Benefit") for events occurring at venues located in the United States excluding events occurring at AEG owned and operated venues. A current list of AEG owned and operated venues is attached as Exhibit B. Only one UPS Credit Benefit per order may be used, i.e. a UPS Subclass Member will only be allowed one \$5 discount on UPS (or other expedited) shipping per order. The UPS Credit Benefit can be used for a ticket order in conjunction with the OPF Credit Benefit described above. The UPS Credit Benefit Codes are non-transferable and may be redeemed only through the e-mail addresses to which they were sent (or a subsequent address provided to Ticketmaster or the Claims Administrator to update the Class Member's customer account in Ticketmaster's database and verified as belonging to the Class Member). In order to use the Codes, at the point of purchase UPS Subclass Members will be required to certify that they have not been convicted of a felony pertaining to their purchases of tickets over the Website and also certify that they did not use computer "bots" or other

software to disguise their true identity and/or avoid the tickets per transaction limits on the Website.

2.4 Timing of Delivery of Codes. The Settling Parties understand and acknowledge that Ticketmaster does not presently have the technology in place to allow it to process the promotion Codes that it is obligated to provide as set forth above. Ticketmaster agrees to develop and implement that technology at its own cost and to attempt to have it operational by the time set for the Final Approval Date, provided that the Final Approval Date is not earlier than March 15, 2012.

2.5 Issuance of Codes. Ticketmaster (or, at Ticketmaster's election, the Claims Administrator) will send the Codes to Class Members and UPS Subclass Members at the last-known e-mail address in Ticketmaster's database within 30 days after Final Approval but in no case prior to April 15, 2012, with instructions that they may be redeemed over the next 48 months. If, for any reason, Ticketmaster does not have the technology to process the Codes in place at the time the Codes are sent, then the Codes shall be "re-sent" to the applicable Class and UPS Subclass Members no more than 60 days before the date on which the technology becomes operational and the Codes may be redeemed.

2.6 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 he or she is entitled to, 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 arbitrator, designated in Section 10.5, and the arbitrator's determination shall be final and binding.

2.7 Limitations On Redemption Of Codes. Each Code may be redeemed just once up to 48 months after distribution, at which time all unused Codes 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 Class Member to whom the Codes were sent pursuant to Section 2.5. (Procedures for updating a Class Member's address are set forth in Section 7.3, below).

2.8 Reminder to Class Members and UPS Subclass Members Regarding Use of Codes. After Ticketmaster issues the Codes, pursuant to Section 2.4 above, at intervals of nine months through the end of the redemption period described above, Ticketmaster (or, at Ticketmaster's election, the Claims Administrator) will e-mail each of the Class and UPS

Subclass Members a notice forwarding their Codes and reminding them that they may still have unused Codes.

2.9 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 four-year redemption period is less than \$11.25 million, Ticketmaster shall make charitable contributions pursuant to the doctrine of *cy pres* endorsed by the California Supreme Court in *State v. Levi Strauss*, 41 Cal.3d 460 (1986), in amounts equaling the difference between \$11.25 million and the aggregate value of the redeemed Credit Benefits that year. The amounts, and donations, shall be determined on an annual basis as set forth below (based on the date the Codes are initially sent) and shall be distributed before the conclusion of the next year. However, to the extent that the redeemed credit benefits exceed \$11.25 million in a year, such an excess shall be carried forward and may be applied to the following year(s)' determination of whether any charitable payment is required under this Section.

2.10 Form of Charitable Payments. The charitable payments above shall be made in the form of a combination of cash and tickets provided free of charge to appropriate charities and other non-profit organizations ("Charities"). For any charitable amounts that are owed pursuant to Section 2.9, Ticketmaster shall pay that amount in a ratio of 25% cash payments and 75% free tickets. The selection of the Charities eligible to receive the charitable benefits shall be made jointly by Ticketmaster and Plaintiffs, subject to approval by the Court. The charitable ticket contributions will be for U.S. events in Live Nation venues to be determined at Live Nation's sole discretion with respect to number of tickets, venues and concerts. Live Nation shall provide such ticket contributions to the designated Charities no less than two weeks in advance of the event to which the ticket applies. For purposes of valuing the ticket contribution for compliance with Section 2.9, tickets will be valued at their "Full Retail Value," and Ticketmaster shall receive full credit for the ticket contributions upon delivery and acceptance of the tickets by the Charities. "Full Retail Value" means, with respect to any ticket, the aggregate amount of the Face Value of Ticket plus all fees and other charges (whether denominated as convenience charges, handling fees, facility maintenance fees, parking charges, print-at-home fees or any other fees or charges) that are added to the Face Value of Ticket(s) in the standard, non-discounted internet-based retail sale of such tickets.

C. Additional Relief

2.11 Website Changes. Ticketmaster has agreed to change the Website and Frequently Asked Questions ("FAQs") for a period of three years from the Final Approval date, 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 and the FAQs has been left to Ticketmaster's reasonable discretion and may be changed in the future to suit Ticketmaster's business needs.

3. Motion for Preliminary Approval.

3.1 Content of Motion for Preliminary Approval. The Motion for Preliminary Approval presently is scheduled for hearing on October 19, 2011. Plaintiffs will file

a motion (the "Preliminary Approval Motion") pursuant to Rule 3.769 of the California Rules of Court seeking an Order from the Court (a) preliminarily approving the settlement terms described in this Agreement, (b) approving the method and manner of providing Notice to the Class Members as set forth herein, and (c) scheduling a Final Approval Hearing. Lead Class Counsel will send Ticketmaster a draft of the Preliminary Approval Motion at least five days before filing so Ticketmaster may provide comments, if any, and Lead Class Counsel shall consider Ticketmaster's comments in good faith. The draft Preliminary Approval/Notice 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. Plaintiffs' Preliminary Approval Motion and 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 C.

3.2 Relevant Deadlines. The Motion for Preliminary Approval shall also request that the Court set the following deadlines: (i) sixty days after the Preliminary Approval Motion is granted for the completion of email and publication notice to the Class as set forth in Section 7.2; (ii) ninety days after the Preliminary Approval Motion is granted for objections by Class Members to be filed as set forth in Section 5, and for any opt-out requests to be filed; (iii) and one hundred thirty five days after the Preliminary Approval Motion is granted (or as soon thereafter as the Court is available, but under no circumstances prior to March 15, 2012) for a Final Approval Hearing 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 deadlines for filing of the Motions for Final Approval, Attorneys Fees and an Incentive Award, as well as the timing for all opposition and reply briefs to those motions and to any objections which may be filed by Class Members, shall be pursuant to Code or as otherwise set by the Court at the hearing on the Preliminary Approval Motion or in issuing the Preliminary Approval Order. The Motion for Preliminary Approval may also request that the Court enter additional orders granting relief and setting deadlines as are necessary to implement the provisions of this Agreement.

4. Motions For Attorneys' Fees And Incentive Awards.

4.1 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 fifteen million US dollars (\$15,000,000) in attorneys' fees and one million five hundred thousand dollars (\$1,500,000) in reimbursement of their actual expenses. Lead Class Counsel may seek an incentive award not to exceed \$20,000 each for the two Individual Plaintiffs certified as Class representatives, Curt Schlesinger and Peter Lo Re. These amounts represent the maximum total amount of (and only) attorney's fees, costs and incentive award that may be sought (or that Ticketmaster will pay, if one or more is approved by the Court) for services rendered on behalf of the Class or the UPS Subclass, and the Class and UPS Subclass release any and all claims that may be made by any other attorneys who purportedly rendered services on their behalf or based on claims of any value provided to the Class or UPS Subclass. Lead Class Counsel shall file their Incentive Award Motion with the Court at the same time as

they file their Fee Motion. To the extent that the Court grants the Incentive Award Motion, any incentive awards shall be paid by Ticketmaster as an offset to whatever attorneys' fees are awarded to the Lead Class Counsel in this Action. The amount of any such award is subject to the discretion of the Court and to the above-mentioned caps. So long as the fee lodestar disclosed in the notice is less than \$7 million as of the time of the notice (recognizing that it may increase due to post-notice work) and so long as the fee application requests no more than the capped \$15 million in fees and \$1.5 million in actual expense reimbursement, Ticketmaster will not object to or oppose the fee application or its contents, the timing of the fee application, or the procedure with respect to the fee application, nor encourage or assist anyone else in doing so. The parties recognize that this provision is a material term of the Agreement, and any breach shall nullify the entire Agreement.

4.2 Notice Regarding Request for Fees, Expense Reimbursement and Incentive Awards. The Claims Administrator shall provide notice to the Class Members of any Fee Motion or Incentive Award Motion included within the content of the Notice of this Settlement pursuant to Section 7.2, below. The Notice provided by the Claims Administrator shall include the date, time and location of the hearing on the Fee Motion and Incentive Award Motion, the amount of fees and costs Lead Class Counsel will seek as an award in the Fee Motion (including the amount of the lodestar to date and proposed multiplier) and the amount of any incentive awards Lead Class Counsel will seek in the Incentive Award Motion, and a statement informing Class Members that they have the right to object to or oppose the Fee Motion and Incentive Award Motion.

4.3 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 4.1, 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 Charities), 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 (as defined in Section 1.7 above) 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.

4.4 Caps On Awards. Lead Class Counsel agrees 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.

4.5 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 right 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 charitable 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.

4.6 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 plaintiffs' counsel and any interested parties. 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 other person who may assert some claim thereto, 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. Objections By Class Members To Settlement Terms And/Or Requests For Attorneys' Fees And Incentive Awards.

5.1 Any Class Member may object to this Agreement pursuant to Section 3.2, above, provided he or she satisfies the requirements set forth below.

5.2 To be valid and considered by the Court, the objection must be submitted in writing, must be filed with the Court and served by mail and/or e-mail on Defendants' Counsel and Lead Class Counsel by a deadline to be set by the Court which will be at least forty-five (45) days before the Final Approval Hearing Date, and must include the following information:

- (a) The caption of the Action or a heading referring to the Action;
- (b) The Objector's name, address, telephone number, e-mail address, and the contact information for each and every attorney, if any, retained by the Objector in connection with the objection;
- (c) Any e-mail addresses used by the Objector in connection with the purchase of tickets from the Website during the Class Period and, to the best of the Objector's ability, identification of all purchases

he or she made from the Website during the Class Period with 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;

- (d) A detailed statement of each objection the Objector is asserting and the factual and legal basis for each objection, and the relief the Objector is requesting;
- (e) A statement as to whether the Objector intends to appear, either in person or through counsel, at the Final Approval Hearing (and/or at the hearing on any Fee Motion or Incentive Award Motion filed by Plaintiffs' Counsel, if the Court sets such a Motion for hearing at a date different from the Final Approval Hearing). If the Objector intends to appear through counsel, he or she shall identify the counsel's name, address, phone number, e-mail address, and the state bar(s) to which the counsel is admitted, and shall file with the Court Points and Authorities in support of any objections, which shall contain any and all legal authority upon which the objector will rely;
- (f) A list of and copies of all exhibits which the Objector may seek to use at the Final Approval Hearing (and/or at the hearing on any Fee Motion or Incentive Award Motion filed by Lead Class Counsel, if the Court sets such a motion for hearing at a date different from the Final Approval Hearing);
- (g) If the Objector intends to seek leave to call any witnesses at the Final Approval Hearing (and/or at the hearing on any Fee Motion or Incentive Award Motion, if set by the Court for a date that is different from the Final Approval Hearing date), at least thirty (30) days prior to the Final Approval Hearing (or Fee Motion or Incentive Award Motion, if applicable), he or she shall also provide a list of any such witnesses together with a brief summary of each witness' expected testimony. 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 Settling Party and subject to the normal rules and discretion of the Court.

5.3 Any counsel retained by the objector 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.

5.4 Any objection that fails to satisfy the requirements of this section, 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 shall be bound by the final Judgment of the Court.

5.5 Any Objector who files a timely Objection shall make himself or herself available for deposition upon ten days' notice. The deposition shall be taken within 40 miles of the Objector's address, as provided in the objection pursuant to Section 5.2 (b), or such other location as shall be agreed upon between counsel and the Objector. The deposition shall be taken pursuant to the California Code of Civil Procedure and California Rules of Court.

6. Final Approval Hearing. In conjunction with the Motion for Preliminary Approval, the Parties shall request that the Court hold a Final Approval Hearing on March 15, 2012, or as soon thereafter as the Court can accommodate. 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.

7. Claim Administration and Implementation of Notice.

7.1 Administrator's Responsibilities. The Claims Administrator shall be responsible for: (i) providing Notice as approved by the Court, (ii) coordinating with Ticketmaster 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.

7.2 Form And Content Of Notice. Notice of Settlement shall be provided by the Claims Administrator to the Class Members in the same manner as class notice previously was sent in this Action (as approved by the Court), 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.** The Claims Administrator shall send an e-mail to each Class Member ("E-mail Notice") as set forth below, based on the Class Member's last known active e-mail address(es) on file with Ticketmaster, except for those e-mail addresses the Claims Administrator determines are no longer valid or are redundant. The E-mail Notice to Class Members shall be substantially in the form attached to this Agreement as Exhibit C. 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. 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") for three consecutive calendar days in the class

action notice sections of *U.S.A. Today's* Friday National print edition and website <www.usatoday.com>. The Publication Notice shall be substantially in the form attached to this Agreement as Exhibit D; however, the parties agree that Publication Notice shall not exceed a 1/4 page size placement in *USA Today* and that 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> 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's "homepage" shall also include copies of the following documents in downloadable .pdf format:

- 1) A copy of the Third 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) A form for disputing the number of transactions the Claims Administrator determines a Class Member and/or UPS Subclass Member conducted during the Class Period; and
- 7) If and when the Court enters a Final Approval Order, the Order shall be posted on the website. From that point, until the time that Codes may no longer be redeemed, the only documents that will remain on the Litigation Website homepage will be the Final Approval Order along with a notice confirming the deadline for Class Members to redeem their Codes, the aforementioned form for disputing

the number of transactions, and the two 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).

7.3 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.

8. Releases and Dismissals.

8.1 With respect to any and all of a Settling Party's Released Claims, and subject to ¶ 1.18 and ¶9:

(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 8.1 were separately bargained for and constitute a material and key element of the settlement of which this release is a part.

8.2 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.

8.3 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.

9. 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 6, 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 9(c).

(b) If the conditions specified in Section 9(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 pursuant to Section 9(c). 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).

(c) In the event this Agreement is terminated, pursuant to Section 9(b) immediately above, or fails to become effective in accordance with Section 9(a) immediately above, then the Parties shall be restored to their respective positions in the Action as of the conclusion of the hearing on September 2, 2011, referenced in WHEREAS Clause D, above (except that the parties will seek to have the trial re-set approximately 60 days after such termination to allow time to prepare for trial and to have heard in a timely manner any motions which the parties had pending or had a right to bring as of the conclusion of the September 2, 2011 hearing, including Defendant's motion for class decertification and the parties' Motions in Limine), and the terms of this Agreement shall be inadmissible except to prove that it is of no force and effect and the parties otherwise are restored to their respective positions in the Action as described immediately above.

10. Miscellaneous

10.1 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.

10.2 Non-Disparagement. The Settling Parties 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.

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

10.4 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.

10.5 Continuing Jurisdiction of the Mediator. The Settling Parties agree that the Mediator, the Honorable John Wagner (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 Mediator shall also serve as Arbitrator 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 Mediator's work in connection with the first sentence of this Section. Ticketmaster will be responsible for all fees of the Mediator, serving as Arbitrator, in performing services regarding disputed claims about the Codes received by Class Members.

10.6 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.

10.7 Reporting Requirements. Thirty days after the one-year anniversary of issuing the Codes under Section 2.4, 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 in the prior year, (ii) any shortfall between that amount and the Guaranteed Redemption Amount set forth in ¶2.9; and (iii) a list of Charities to which Ticketmaster proposes to make any required charitable payments under ¶2.10. Every three (3) months thereafter, Ticketmaster will send Plaintiffs' counsel and the Court an update setting forth charitable payments made during the prior three month period and year to date.

10.8 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 Protective Order

10.9 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.

10.10 Entire Agreement. The Settlement Agreement, including the exhibits and schedules attached thereto, together with the Letter Agreement dated September 26, 2011 and executed by the Settling Parties concurrently herewith relating to any claim for attorney's fees or lien asserted by persons other than Lead Class Counsel, 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.

10.11 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.

10.12 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.

10.13 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)
W. Michael Hensley, Esq. (mhensley@alvaradosmith.com)
Alvarado Smith, APC
1 MacArthur Place, Suite 200
Santa Ana, California 92707
Tel. (714) 852-6800
Fax (714) 852-6899

Steven P. Blonder, Esq. (sblonder@muchshelist.com)
Much Shelist Denenberg Ament & Rubenstein, 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
2450 Colorado Ave., Suite 400E
Santa Monica, California 90404
Tel. (310) 586-7700
Fax (310) 586-0200

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@gcgcinc.com

10.14 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.

10.15 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.

10.16 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 on the day or within the period of time specified by or under this Agreement.

10.17 Extensions of Time. The 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.

10.18 Cure. In the event 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 this Agreement as of the date first written above.

Dated: 9/26, 2011

Live Nation Entertainment, Inc.

By: 

Kathy Willard

Its: EVP and Chief Financial Officer

Dated: _____, 2011

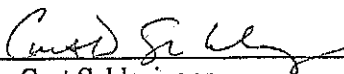
Live Nation Entertainment, Inc.

By: _____

Its: _____

Dated: SEPTEMBER 27, 2011

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


Curt Schlesinger

Dated: _____, 2011

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

By: _____

Peter Lo Re

APPROVED AS TO FORM:

Dated: _____, 2011

Alvarado Smith
W. Michael Hensley
Robert J. Stein III

By: _____

Robert J. Stein III
Attorneys for Plaintiffs and the Class Members

Dated: _____, 2011

Much Shelist Denenberg Ament & Rubenstein, P.C.
Steven P. Blonder

By: _____

Steven P. Blonder
Attorneys for Plaintiffs and the Class Members

Dated: _____, 2011

GREENBERG TRAURIG, LLP
Jeff E. Scott

By: _____

Jeff E. Scott
Attorneys for Defendant Ticketmaster

Dated: _____, 2011

Live Nation Entertainment, Inc.

By: _____

Its: _____

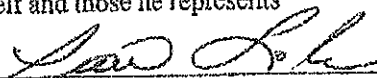
Dated: _____, 2011

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

Curt Schlesinger

Dated: 9/27, 2011

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

By: 
Peter Lo Re

APPROVED AS TO FORM:

Dated: _____, 2011

Alvarado Smith
W. Michael Hensley
Robert J. Stein III

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

Dated: _____, 2011

Much Shelist Denenberg Ament & Rubenstein, P.C.
Steven P. Blonder

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

Dated: _____, 2011

GREENBERG TRAURIG, LLP
Jeff E. Scott

By: _____
Jeff E. Scott
Attorneys for Defendant Ticketmaster

Dated: _____, 2011

Live Nation Entertainment, Inc.

By: _____

Its: _____

Dated: _____, 2011

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

Curt Schlesinger

Dated: _____, 2011

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

By: _____

Peter Lo Re

APPROVED AS TO FORM:

Dated: 9/26, 2011

Alvarado Smith
W. Michael Hensley
Robert J. Stein III

By: _____

Robert J. Stein III

Attorneys for Plaintiffs and the Class Members

Dated: 9/26, 2011

Much Shelist Denenberg Ament & Rubenstein, P.C.
Steven P. Blonder

By: _____

Steven P. Blonder

Attorneys for Plaintiffs and the Class Members

Dated: _____, 2011

GREENBERG TRAURIG, LLP
Jeff E. Scott

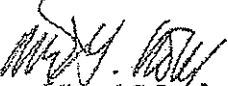
By: _____

Jeff E. Scott

Attorneys for Defendant Ticketmaster

Dated: 9/21, 2011

Live Nation Entertainment, Inc.

By: 
Michael G. Rowles
Executive Vice President,
General Counsel and Secretary
Its: _____

Dated: _____, 2011

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

Curt Schlesinger

Dated: _____, 2011

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

By: _____
Peter Lo Re

APPROVED AS TO FORM:

Dated: _____, 2011

Alvarado Smith
W. Michael Hensley
Robert J. Stein III

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

Dated: _____, 2011

Much Shelist Denenberg Ament & Rubenstein, P.C.
Steven P. Blonder

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

Dated: 9/21, 2011

GREENBERG TRAURIG, LLP
Jeff E. Scott

By: 
Jeff E. Scott
Attorneys for Defendant Ticketmaster

Dated: Sept. 26, 2011

GIBSON, DUNN & CRUTCHER, LLP
Gail Lees

By: Gail E. Lees
Gail Lees
Attorneys for Defendant Ticketmaster