UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

MARS CARBONELL, individually and on behalf of all others similarly situated, Plaintiff, v. SEATGEEK, INC., Defendant.	Case No. 2:24-cv-02087-JCM-NJK

CLASS ACTION SETTLEMENT AGREEMENT

Plaintiff Mars Carbonell on his own behalf and on behalf of the Class Members (collectively, "Plaintiffs"), and Defendant SeatGeek, Inc. ("SeatGeek," and together with Plaintiff, the "Parties") hereby enter into this Class Action Settlement Agreement ("Agreement" or "Settlement Agreement") pursuant to Federal Rule of Civil Procedure 23, subject to this Court's approval. This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined herein), upon and subject to the terms and conditions of this Agreement, and subject to the final approval of the Court.

RECITALS

WHEREAS, on November 7, 2024, Plaintiff filed a putative class action in the United States District Court for the District of Nevada. The Complaint alleges that SeatGeek failed to disclose the total cost of electronic tickets to events in Nevada, inclusive of fees ("Fees"), at the first time that the purchaser saw the purchase price of the tickets, in alleged violation of the Nevada Ticket Reseller Law, Nevada Revised Statutes § 598.397 *et seq.*, and the Nevada Deceptive Trade Practices Act, Nevada Revised Statutes § 598.0915.

A. WHEREAS, in response to the Complaint, on January 15, 2025, Defendant filed a

Motion to Compel Arbitration, or Alternatively, to Dismiss Plaintiff's Class Action Complaint (ECF No. 19). Plaintiff filed his Opposition on January 28, 2025 (ECF No. 25), and Defendant filed its Reply on February 11, 2025 (ECF No. 33).

B. WHEREAS, on September 15, 2025, the Court issued an Order Denying the Motion to Compel Arbitration and Denying the Motion to Dismiss in Part (ECF No. 46).

C. WHEREAS, Defendant then timely appealed that decision to the Ninth Circuit, and, on March 16, 2026, submitted its Opening Brief.

D. WHEREAS, as the appeal was pending, the Parties engaged in arm's-length settlement discussions with a private mediator concerning a potential resolution of the claims asserted in the Action.

E. WHEREAS, in connection with those discussions, the Parties exchanged information sufficient to evaluate the strengths and weaknesses of their respective claims and defenses, including information concerning the size and scope of the putative class, and the amount of Fees Defendant retained during the relevant time period, which the Parties agree is November 7, 2020, to and through May 12, 2025, when Defendant modified the purchase flow on its website for Nevada-based events to display the total cost of the ticket, inclusive of fees, from the initial listing page onward. Given that the information exchanged would have been, in large part, the same information that would have been produced in formal discovery related to issues of class certification and summary judgment, the Parties had sufficient information to assess the strengths and weaknesses of their respective claims and defenses.

F. WHEREAS, the mediation was conducted at JAMS' offices in San Francisco on May 27, 2026 and lasted the entire day and, on June 2, 2026, culminated in an executed term sheet of all material terms.

G. Defendant believes that the claims asserted against it in the above-captioned action (the "Action") have no merit and that it would have prevailed on its appeal of the motion to compel arbitration, or at summary judgment, and/or at trial, and that Plaintiff would not have been able to certify a class under the requirements of Federal Rule of Civil Procedure 23. Defendant has denied and continues to deny any wrongdoing, liability, or fault and has denied and continues to deny that it committed, or attempted to commit, any wrongful act or violation of law or duty alleged in the Action. Defendant has opposed and continues to oppose certification of a litigation class in this Action. Nonetheless, taking into account the uncertainty, costs and expense, and risks inherent in any litigation, Defendant has concluded it is desirable and beneficial that the Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement. This Agreement is a compromise. The Agreement, any related documents, and any negotiations relating to or supporting the Agreement shall not be construed as or deemed to be evidence, an admission, or a concession of liability, fault, or wrongdoing on the part of Defendant, or any of the Released Parties (defined below), with respect to any claim of fault or liability or wrongdoing or damage whatsoever, or with respect to the certifiability of a litigation class.

H. Plaintiff believes that the claims asserted in the Action against Defendant have merit and that he would have prevailed at summary judgment and/or trial. Nonetheless, Plaintiff and Class Counsel (defined below) recognize that Defendant has raised factual and legal defenses that present a risk that Plaintiff may not prevail, including that the Action may have been compelled to arbitration. Plaintiff and Class Counsel also recognize the expense and delay associated with continued prosecution of the Action against Defendant through class certification, summary judgment, trial, and any subsequent appeals. Plaintiff and Class Counsel also have taken into account the uncertain outcome and risks of litigation, especially in complex

class actions, as well as the difficulties inherent in such litigation. Therefore, Plaintiff believes it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice. Based on its evaluation, Plaintiff and Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Class (defined below), and that it is in the best interests of the Settlement Class to settle the claims raised in the Action pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiff, the Settlement Class, and each of them, and Defendant, by and through their undersigned counsel that, subject to final approval of the Court after a hearing or hearings as provided for in this Settlement Agreement, in consideration of the benefits flowing to the Parties and the Settlement Class from the Agreement set forth herein, that the Action and the Released Claims shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement.

AGREEMENT

1. DEFINITIONS.

As used in this Settlement Agreement, the following terms have the meanings specified below:

1.1 **"Action"** means *Carbonell v. SeatGeek, Inc.*, Civil Action No. 2:24-cv-02087-JCM-NJK, pending in the United States District Court for the District of Nevada.

1.2 **"Approved Claim"** means a Claim Form submitted by a Settlement Class Member that is: (a) submitted timely and in accordance with the directions on the Claim Form and the provisions of the Settlement Agreement; (b) fully and truthfully completed by a Settlement Class Member with all of the information requested in the Claim Form; (c) signed by

the Settlement Class Member, physically or electronically; and (d) approved by the Settlement Administrator pursuant to the provisions of this Agreement.

1.3 **"Available Settlement Fund"** means the Settlement Fund less any Settlement Administration Expenses, any Service Award to the Class Representative, any Fee Award to Class Counsel, any taxes paid on the Settlement Fund (including any interest or penalties thereon), and any other costs, fees, or expenses approved by the Court to be paid from the Settlement Fund.

1.4 **"CAFA Notice"** means the notice described in Paragraph 5.1(e) below.

1.5 **"Cash Award"** means the cash compensation, payable by the Settlement Administrator from the Settlement Fund on a *pro rata* basis, that each Settlement Class Member who submits an Approved Claim shall be entitled to receive.

1.6 **"Claim Form"** means the document substantially in the form attached hereto as Exhibit A, as approved by the Court. The Claim Form, to be completed by Settlement Class Members who wish to file a Claim for a payment, shall be available in electronic and paper format in the manner described below.

1.7 **"Claims Deadline"** means the date by which all Claim Forms must be postmarked or received to be considered timely and shall be set as a date no later than ninety (90) days after the Notice Date. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Notice and Claim Form. Failure to submit a timely claim by the Claims Deadline will prevent a Settlement Class Member from receiving a Cash Award from the Settlement Fund.

1.8 **"Class Counsel"** means Philip L. Fraietta and Stefan Bogdanovich of Bursor & Fisher, P.A.

1.9 **"Class Representative"** means the named Plaintiff in this Action, Mars Carbonell.

1.10 **"Court"** means the United States District Court for the District of Nevada, the Honorable James C. Mahan presiding, or any judge who may succeed him in the Action.

1.11 **"Days"** means calendar days, except that when computing any period of time prescribed or allowed by this Settlement Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. When computing any period of time prescribed or allowed by this Settlement Agreement, the last day of the period so computed shall be included, unless it is a Saturday, Sunday or federal or State of Nevada legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or federal or State of Nevada legal holiday.

1.12 **"Defendant"** means SeatGeek, Inc.

1.13 **"Defendant's Counsel"** means Aarti G. Reddy, Chris Andrews, Marc Suskin, Thilini Chandrasekera, and Madeleine Ahlers of Cooley LLP.

1.14 **"Defendant's Website"** means the website located at https://www.seatgeek.com and the SeatGeek mobile application.

1.15 **"Effective Date"** means the date ten (10) days after which all of the events and conditions specified in Paragraph 11.1 have been met and have occurred.

1.16 **"Escrow Account"** means the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to all Parties at a depository institution insured by the Federal Deposit Insurance Corporation. The Settlement Fund shall be deposited by or on behalf of Defendant into the Escrow Account in accordance with the terms of this Agreement as set forth below in Paragraphs 1.40, 3.2, and 3.3. The costs of establishing and maintaining the Escrow Account shall be paid from the Settlement Fund.

1.17 "**Fee Award**" means the amount of attorneys' fees, costs, and expenses awarded by the Court to Class Counsel, which will be paid out of the Settlement Fund.

1.18 **"Final"** means one business day following the latest of the following events: (i) the date upon which the time expires for filing or noticing any appeal of the Court's Final Judgment; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award, the date of completion, in a manner that finally affirms and leaves in place the Final Judgment without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or *certiorari*, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on *certiorari*.

1.19 **"Final Approval Hearing"** means any hearing before the Court concerning the Parties' request for the Final Judgment to be entered by the Court approving the Settlement Agreement, the Fee Award, and the service award to the Class Representative, provided that the Court grants preliminary approval and orders the Notice of Class Action Settlement, as provided for herein.

1.20 **"Final Judgment"** means (i) a final judgment and order entered by the Court in conformity with the conditions set forth in Paragraphs 9.3(a), (b), (c), (d), (e), (f), (g), (h), and (i); or (ii) any other final judgment and order entered by the Court if none of the Parties timely elect to terminate this Settlement Agreement pursuant to Paragraph 8.1.

1.21 **"Individual Out-of-Pocket Fees"** means the total amount of Fees retained by Defendant from any one Settlement Class Member in connection with the Settlement Class

Member's purchase of electronic tickets to events in Nevada from Defendant's Website from November 7, 2020, to and through May 12, 2025.

1.22 **"Notice"** means the notice of this proposed Class Action Settlement Agreement and Final Approval Hearing, which is to be sent to the Settlement Class substantially in the manner set forth in this Agreement, substantially in the form of Exhibits A, B, and C hereto.

1.23 **"Notice Date"** means the date by which the dissemination of Notice as set forth in Paragraph 5.1(b) is complete, which shall be no later than sixty (60) days after entry of the Preliminary Approval Order.

1.24 **"Objection/Exclusion Deadline"** means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a Person within the Settlement Class must be made, which shall be designated as a date no later than sixty (60) days after the Notice Date and no sooner than fourteen (14) days after papers supporting the Fee Award are filed with the Court and posted to the Settlement Website, or such other date as ordered by the Court.

1.25 **"Out-of-Pocket Fees"** means the total amount of Fees retained by Defendant collectively by every Settlement Class Member.

1.26 **"Out-of-Pocket Percentage"** for a Settlement Class Member means that Settlement Class Member's Individual Out-of-Pocket Fees divided by Out-of-Pocket Fees.

1.27 **"Person"** shall mean, without limitation, any individual, corporation, partnership, limited partnership, limited liability company, 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, affiliates, parents, predecessors, successors, representatives, or assigns, subsidiaries, insurers, and their past, present and future directors, officers, shareholders, members, faculty, employees, agents, and attorneys

both individually and in their capacities as directors, officers, shareholders, members, employees, agents, and attorneys. "Person" is not intended to include any governmental agencies or governmental actors, including, without limitation, any state Attorney General office.

1.28 **"Plaintiffs"** means Mars Carbonell and the Settlement Class Members.

1.29 **"Preliminary Approval"** means the Court's certification of the Settlement Class for settlement purposes, preliminary approval of this Settlement Agreement, and approval of the form and manner of the Notice.

1.30 **"Preliminary Approval Order"** means any order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice thereof to the Settlement Class, which will be agreed upon by the Parties and submitted to the Court in conjunction with Plaintiffs' motion for Preliminary Approval of the Agreement.

1.31 **"Released Claims"** means any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contracts or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys' fees and or obligations (including "Unknown Claims," as defined below), whether in law or in equity, accrued or un-accrued, direct, individual or representative, of every nature and description whatsoever, whether based on Nevada Revised Statutes ("NRS") § 598.39795, NRS § 598.0915, the Nevada Deceptive Trade Practices Act or other state, federal, local, statutory or common law or any other law, rule or regulation, against the Released Parties, or any of them, arising out of or in any way related to electronic ticket sales from Defendant's Website to events in Nevada from November 7, 2020, to and through May 12, 2025, including but not limited to all claims that were brought or could have been brought in the Action.

1.32 **"Released Parties"** means SeatGeek, Inc. and all of its current, former, and future parents, predecessors, successors, affiliates, assigns, subsidiaries, divisions, or related corporate entities, and all of their respective current, future, and former employees, officers, directors, shareholders, assigns, agents, trustees, administrators, executors, insurers, attorneys, and customers.

1.33 **"Releasing Parties"** means Plaintiff, Settlement Class Members, and all of their respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

1.34 **"Service Award"** means any Court-approved award to the Class Representative, in his capacity as individual class representative, as set forth in Paragraph 10.3, and payable by the Settlement Administrator from the Settlement Fund.

1.35 **"Settlement Administration Expenses"** means the expenses incurred by the Settlement Administrator in providing Notice or CAFA Notice, processing claims, responding to inquiries from members of the Settlement Class, mailing checks and related services, paying taxes and tax expenses related to the Settlement Fund (including all federal, state or local taxes of any kind and interest or penalties thereon, as well as expenses incurred in connection with determining the amount of and paying any taxes owed and expenses related to any tax attorneys and accountants).

1.36 **"Settlement Administrator"** means a reputable administration company that has been selected jointly by the Parties and approved by the Court to perform the duties set forth in

this Agreement, including but not limited to serving as Escrow Agent for the Settlement Fund, overseeing the distribution of Notice, as well as the processing and payment of any claims to the Settlement Class as set forth in this Agreement, handling all approved payments out of the Settlement Fund, and handling the determination, payment, and filing of forms related to all federal, state and/or local taxes of any kind (including any interest or penalties thereon) that may be owed on any income earned by the Settlement Fund.

1.37 **"Settlement Amount"** means $7,750,000.00.

1.38 **"Settlement Class"** means all individuals who purchased electronic tickets to events in Nevada from Defendant's Website, from November 7, 2020 to and through May 12, 2025, and were charged Fees. Excluded from the Settlement Class are: (1) any Judge or Magistrate presiding over this Action and members of their families; (2) the Defendant, Defendant's subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, directors, agents, attorneys, and employees; (3) persons who submit a timely and valid request for exclusion from the Settlement Class; (4) the legal representatives, successors, or assigns of any such excluded persons; and (5) Class Counsel.

1.39 **"Settlement Class Member"** means an individual who falls within the definition of the Settlement Class as set forth above.

1.40 **"Settlement Fund"** means the non-reversionary cash fund that shall be established by or on behalf of Defendant in the total amount of the Settlement Amount to be deposited into the Escrow Account, according to the schedule set forth herein, plus all interest earned thereon. From the Settlement Fund, the Settlement Administrator shall pay all Cash Awards to Settlement Class Members, Settlement Administration Expenses, any Service Award to the Class Representative, any Fee Award to Class Counsel, and any other costs, fees or

expenses approved by the Court to be paid from the Settlement Fund (consistent with Section 3.3 below). The Settlement Fund shall be kept in the Escrow Account with permission granted to the Settlement Administrator to access said funds until such time as the listed payments are made. The Settlement Fund includes all interest that shall accrue on the sums deposited in the Escrow Account. The Settlement Administrator shall be responsible for all tax filings with respect to any earnings on the Settlement Fund and the payment of all taxes that may be due on such earnings. The Settlement Fund represents the total extent of Defendant's monetary obligations under this Agreement. Defendant shall not be responsible for paying any interest that may accrue on the sums deposited in the Escrow Account, and shall not be responsible for any banking fees or costs associated with the sums deposited in the Escrow Account. The payment of the Settlement Amount by, or on behalf of, Defendant fully discharges Defendant and the other Released Parties' financial obligations (if any) in connection with this Settlement Agreement, meaning that no Released Party shall have any other obligation to make any payment into the Escrow Account or to any Class Member, or any other Person, under this Agreement. In no event shall the total monetary obligation with respect to this Agreement on behalf of Defendant exceed $7,750,000.00.

1.41 **"Settlement Website"** means the dedicated website created, administered, and maintained by the Settlement Administrator, as set forth in Paragraph 5.1(d), at a mutually agreeable and available URL.

1.42 **"Unknown Claims"** means claims that could have been raised in the Action and that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him or her, might affect his or her agreement to release the Released Parties or the Released Claims or might affect his or her decision to agree, object or not to object to the settlement contemplated by this Agreement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and

shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of § 1542 of the California Civil Code, to the extent applicable, and any other similar statute in any state in the United States, which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Upon the Effective Date, the Releasing Parties also shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to § 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Paragraph.

2. CERTIFICATION OF THE CLASS

2.1 For purposes of the Settlement only, Plaintiff shall ask the Court to certify the Class under Federal Rule of Civil Procedure 23.

2.2 Defendant agrees that this Action may be certified as a class action for settlement purposes only in accordance with the terms of this Agreement and without prejudice to Defendant's right to contest class certification in the event that this Agreement fails to reach the Effective Date or is not fully implemented in accordance with its terms.

2.3 The Parties agree, subject to Court approval, that Class Counsel shall be appointed as class counsel and that Plaintiff shall be appointed as a class representative pursuant to Federal Rule of Civil Procedure 23(g), without prejudice to Defendant's right to contest this

appointment in the event that this Agreement is not fully implemented in accordance with its terms. If the Settlement is not approved or this Agreement fails to be implemented fully, Defendant reserves all rights to object to any subsequent motion to appoint class counsel or class representatives in this Action.

3. SETTLEMENT CONSIDERATION.

3.1 No liability.

(a) The Parties agree that this Agreement shall not be construed or deemed to be evidence of or an admission, presumption, or concession on the part of Defendant of any fault, liability, or wrongdoing as to any facts or claims asserted in this Action (or any infirmity in the defenses it has asserted or could assert in the Action), or any other actions or proceedings, and shall not be so interpreted, construed, offered, or received in evidence or otherwise used against SeatGeek in any other action or proceeding, whether civil, criminal or administrative.

(b) Further, Defendant denies any and all allegations of wrongdoing and maintains that its Fee-related disclosures were at all times clear and legally compliant and that all other claims and allegations asserted in this Action are likewise meritless. Defendant further contends that it has iterated and enhanced its business practices over time and has distinguished itself with industry-leading disclosure practices. Still, Defendant believes that the Company's resources are better spent continuing to focus on simplifying and modernizing the ticketing industry, and given that, Defendant thinks it is beneficial to fully and finally settle and terminate this Action in the manner specified and in accordance with the terms of this Agreement.

(c) In consideration of the mutual promises and covenants in this Agreement, including the releases set forth below, and the dismissal with prejudice of this Action, Defendant shall provide the following Settlement benefits to Class Members.

3.2 The Settlement Fund.

(a) Within 30 days after the Court's Preliminary Approval Order, Defendant shall pay or cause to be paid the entire Settlement Amount ($7,750,000) into the Escrow Account, as a non-reversionary cash Settlement Fund.

(b) The Settlement Fund shall be a court-approved Qualified Settlement Fund ("QSF") for federal tax purposes pursuant to Treas. Reg. § 1.468B-1. Defendant shall be the "transferor" to the QSF within the meaning of Section 1.468B-1(d)(1) of the Treasury Regulations with respect to the Settlement Fund. The Settlement Administrator shall be the "administrator" of the QSF within the meaning of Section 1.468B-2(k)(3) of the Treasury Regulations, responsible for causing the filing of all tax returns required to be filed by or with respect to the QSF, paying from the QSF all taxes owed by or with respect to the QSF, and complying with any applicable information reporting or tax withholding requirements imposed by Section 1.468B-2(l)(2) of the Treasury Regulations or any other applicable law on or with respect to the QSF. Defendant shall provide to the Settlement Administrator any documentation required for the Settlement Administrator to facilitate obtaining QSF status for the Settlement Fund pursuant to Treas. Reg. § 1.468B-l. All taxes on income or interest generated by the Settlement Fund, if any, shall be paid out of the Settlement Fund.

(c) The Escrow Account shall be maintained at a depository institution insured by the Federal Deposit Insurance Corporation, which has total assets of at least $500 million and a short term deposit rating of at least P-1 (Moody's) or A-1 (Standard & Poor's). Funds in the Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (i) demand deposit accounts; (ii) time deposit accounts and certificates of deposit, in either case with maturities of forty-five (45) days or less; (iii) United States Treasury bills; or (iv) other instruments backed by the full faith and credit of the United States

Government. The costs of establishing and maintaining the Escrow Account shall be paid from the Settlement Fund.

(d) Under no circumstances will Defendant have any liability for taxes or tax expenses under the Settlement. Plaintiff, Class Counsel, the Class, and cy pres recipients are responsible for any taxes on their respective recoveries or awards. Nothing in this Agreement, or statements made during the negotiation of its terms, shall constitute tax advice by Defendant or Defendant's Counsel.

(e) In no event shall Defendant's financial obligation under this Agreement exceed the amount of the Settlement Fund as provided for in this Section. No amount paid by SeatGeek into the Escrow Account shall revert to SeatGeek unless the Settlement is terminated.

3.3 Distribution of the Settlement Fund.

(a) All of the following shall be paid from the Settlement Fund prior to distribution to Authorized Claimants: costs of providing Notice under the Class Action Fairness Act ("CAFA Notice"), 28 U.S.C. § 1715; Escrow Account tax liabilities and tax expenses; costs relating to the implementation of the Settlement, including without limitation costs charged by the Settlement Administrator in disseminating Notice to Class Members in accordance with the Notice Plan, processing Claim Forms, objections, and requests for exclusion, administering payments to Authorized Claimants, establishing and maintaining the Settlement Website, call center, and Escrow Account, and otherwise performing the services it is obligated to perform under this Agreement; and any amounts approved by the Court for Cost and Fee Award(s) and Service Award(s). The remaining amount, plus any interest or investment income earned on sums deposited into the Escrow Account, shall constitute the Net Settlement Fund.

(b) Settlement Class Members shall have until the Claims Deadline to submit an Approved Claim. Each Settlement Class Member with an Approved Claim shall be entitled to

receive as a Cash Award a pro rata payment from the Settlement Fund. The pro rata payment for each Settlement Class Member will be equal to that Settlement Class Member's Out-of-Pocket Percentage multiplied by the Available Settlement Fund. Proration of amounts due to Settlement Class Members with Approved Claims shall be determined no later than 60 days after entry of a Final Judgment.

i. The pro rata payment for each Settlement Class Member with Individual Out-of-Pocket Fees above $0 will be equal to that Settlement Class Member's Out-of-Pocket Percentage multiplied by the Available Settlement Fund.

ii. The payment for each Settlement Class Member with Individual Out–of-Pocket Fees at or below $0 (either because of refunds, chargebacks, or some other similar issue) will be entitled to a fixed recovery of $15 per class member.

iii. Proration of amounts due to Settlement Class Members with Approved Claims shall be determined no later than 60 days after entry of a Final Judgment.

(c) The Settlement Administrator shall pay from the Settlement Fund all Cash Awards to those Settlement Class Members with Approved Claims by check or electronic payment, at the Settlement Class Member's election. Payments of Cash Awards to all Settlement Class Members with Approved Claims shall be made within ninety (90) days after entry of a Final Judgment.

(d) To the extent that any Settlement Class Members do not claim their Cash Awards within one-hundred-eighty (180) days after Cash Awards are distributed in accordance with Paragraph 3.3(c), such Settlement Class Members shall have waived their right to a Cash

Award and any unclaimed funds shall be redistributed by the Settlement Administrator on a *pro rata* basis (after first deducting any necessary settlement administration expenses from such unclaimed funds) to all Settlement Class Members who claimed their payments, not to exceed the Individual Out-of-Pocket Fees retained by SeatGeek (or, as to claimants with Individual Out-of-Pocket Fees below $0, not to exceed $15).

(e) To the extent a secondary distribution would be infeasible, any unclaimed funds shall, subject to Court approval, revert as cy pres to a mutually agreeable 501(c)(3) non-sectarian, not-for-profit organization recommended by Class Counsel and approved by the Court.

3.4 Confirmatory Discovery. Defendant has represented that it retained $29,953,864.44 in Fees from 340,202 Settlement Class Members from electronic ticket sales to events in Nevada on Defendant's Website, from November 7, 2020 to and through May 12, 2025. Simultaneous with the execution of this Agreement, Defendant has provided a declaration to counsel from an appropriate representative with knowledge attesting to the same.

4. RELEASE.

4.1 The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Action and any and all Released Claims, as against all Released Parties.

4.2 The Parties agree that should the Court grant final approval of the Settlement and enter the Final Judgment, such Final Judgment shall include a provision retaining the Court's jurisdiction over the Parties to enforce the terms of this Agreement.

4.3 Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them, whether or not such Releasing Party has made a claim under the Settlement. This Agreement shall be the sole and exclusive remedy for any and all Released Claims against the Released

Parties.

4.4 Upon the Effective Date, Plaintiff and each and every Class Member shall be bound by this Agreement, and each of them shall be enjoined from commencing or prosecuting any action in any court or tribunal asserting any of the Released Claims, either directly, representatively, derivatively or in any other capacity, against any of the Released Parties.

4.5 Upon the Effective Date, the Released Parties shall by operation of the Final Judgment have fully, finally, and forever released, relinquished, and discharged all claims against Plaintiff, the Class, the Releasing Parties, Class Counsel, and any individual or entity that assisted Class Counsel that arise out of or relate in any way to the commencement, prosecution, settlement or resolution of the Action, except for claims to enforce the terms of the Settlement.

4.6 The Releasing Parties and the Released Parties expressly waive any rights to bring any future or unknown claims arising out of or relating to the Action or Related Actions. The Releasing Parties and the Released Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Released Claims, but that it is their intention to finally and forever settle this Action and release the Released Claims.

5. NOTICE TO THE CLASS.

5.1 The Notice Plan shall consist of the following:

(a) *Settlement Class List*. No later than forty-five (45) days after the execution of this Agreement, Defendant shall produce to the Settlement Administrator, with a copy to Class Counsel, an electronic list from its records that includes the names, last known email addresses, and the total amount of Out-of-Pocket Fees per Settlement Class Member, to the extent available. This electronic document shall be called the "Class List."

(b) *Direct Notice via Email.* No later than twenty-eight (28) days after entry of the Preliminary Approval Order, the Settlement Administrator shall send Notice via email substantially in the form attached as Exhibit B to all Settlement Class Members for whom a valid email address is in the Class List. In the event transmission of email notice results in any "bounce-backs," the Settlement Administrator shall, if possible, correct any issues that may have caused the "bounce-back" to occur, including running a "skip-trace" to identify any potential alternative email addresses, and make a second attempt to re-send the email notice.

(c) *Reminder Notice*. At least seven (7) days prior to the Claims Deadline, the Settlement Administrator shall send a Notice via email substantially in the form attached as Exhibit B (with minor, non-material modifications to indicate that it is a reminder email rather than an initial notice), along with an electronic link to the Claim Form, to all Settlement Class Members for whom a valid email address is available in the Class List.

(d) *Settlement Website.* Within ten (10) days from entry of the Preliminary Approval Order, the Settlement Administrator shall post a copy of the long-form Notice, substantially in the form of Exhibit C hereto, on the Settlement Website. The Settlement Website shall also provide Class Members with copies of this Settlement Agreement, and other pertinent documents and Court filings pertaining to the settlement (including the motion for attorneys' fees upon its filing), as well as web-based forms for Settlement Class Members to submit electronic Claim Forms, requests for exclusion from the Settlement Class, and updated contact information to which Cash Awards should be sent after the Final Judgment becomes Final.

(e) *CAFA Notice.* Pursuant to 28 U.S.C. § 1715, no later than ten (10) days after the Agreement is filed with the Court, the Settlement Administrator (on behalf of Defendant) shall cause to be served upon the Attorneys General of each U.S. State and Territory

in which Settlement Class members reside, the Attorney General of the United States, and other required government officials, notice of the proposed settlement as required by law, subject to Paragraph 6.1 below. The Settlement Administrator will advance the costs of providing this CAFA Notice, after which the Settlement Administrator will be reimbursed for those advanced costs once the Escrow Account is funded.

5.2 The Notice shall advise the Settlement Class of their rights, including the right to be excluded from, comment upon, and/or object to the Settlement Agreement or any of its terms. The Notice shall specify that any objection to the Settlement Agreement, and any papers submitted in support of said objection, shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the Person making the objection files notice of an intention to do so and at the same time (a) files copies of such papers he or she proposes to be submitted at the Final Approval Hearing with the Clerk of the Court, or alternatively, if the objection is from a Class Member represented by counsel, files any objection through the Court's CM/ECF system, and (b) sends copies of such papers by mail, hand, or overnight delivery service to Class Counsel and Defendant's Counsel.

6. PROCEDURES FOR OBJECTING TO OR OPTING OUT OF THE CLASS ACTION SETTLEMENT.

6.1 A Settlement Class Member may request to be excluded from the Class by sending a written request that is received by the Settlement Administrator on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice.

6.2 Any Settlement Class Member who intends to object to this Agreement must present the objection in writing, which must be personally signed by the objector, and must include: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all

citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); and (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules). An objection that does not include all of this information, or that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be deemed to have waived any objections and shall be forever barred from making any objection to the Agreement and the proposed settlement by appearing at the Final Approval Hearing, appeal, collateral attack, or otherwise.

6.3 If a Settlement Class Member or any of the Objecting Attorneys has/have objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection described in Paragraph 6.2 above must include a statement identifying each such case by full case caption and amount of payment received.

6.4 To exercise the right to be excluded, a Person who would otherwise be a Settlement Class Member must timely send a written request for exclusion to the Settlement Administrator that contains his/her name and address, that he/she purchased electronic tickets to at least one event in Nevada from Defendant's Website, from November 7, 2020, to and through May 12, 2025; and were charged Fees in connection with such purchase, the name and case number of the Action, and a statement that he or she wishes to be excluded from the Settlement Class for purposes of this Settlement Agreement. A request to be excluded that does not include

all of this information, or that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid, and the Person(s) serving such a request shall be a member(s) of the Settlement Class and shall be bound as a Settlement Class Member by this Agreement, if approved. Any member of the Settlement Class who validly elects to be excluded from this Agreement shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement. Any request for exclusion must be personally signed by each Person requesting exclusion. So-called "mass" or "class" opt-outs shall not be allowed. To be valid, a request for exclusion must be postmarked or received by the date specified in the Notice. Any person who has timely requested exclusion from the Settlement may not submit objections to the Settlement.

The Settlement Administrator shall provide the Parties with weekly written updates identifying the number and identity of Class Members who have elected to be excluded from the Class. The final update shall be provided four (4) business days before the Final Approval Hearing.

If the number of Settlement Class Members who request exclusion exceeds the amount set forth in the confidential Attachment 1 hereto, then SeatGeek may, in its sole discretion, notify Class Counsel in writing that it has elected to terminate this Settlement Agreement. Such notification of intent to terminate the Settlement Agreement must be provided within seven (7) business days of the Objection/Exclusion Deadline.

6.5 The Final Approval Hearing shall be no earlier than ninety (90) days after the Notice described in Paragraph 5.1(b) is provided.

6.6 Any Settlement Class Member who does not, in accordance with the terms and conditions of this Agreement, timely and validly seek exclusion from the Settlement Class, will

be bound by all of the terms of this Agreement, including the terms of the Final Judgment to be entered in the Action and the Releases provided for in the Agreement, and will be barred from bringing any action against any of the Released Parties concerning the Released Claims.

At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to request to be excluded from the Class or object to the Class Settlement. None of the Parties shall have contact with any Settlement Class Member for any purpose prohibited under this Agreement.

7. SETTLEMENT ADMINISTRATION.

7.1 The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement by processing Claim Forms and requests for exclusion from the Settlement Class, and disbursing funds from the Settlement Fund in a rational, responsive, cost effective, and timely manner. The terms of this Agreement, upon approval by the Court, shall at all times govern the scope of the services to be provided by the Settlement Administrator to administer the settlement, and the terms of any separate contract or agreement entered into between or among the Settlement Administrator and Class Counsel, Defendant's Counsel, or the Defendant to administer the settlement shall be consistent in all material respects with the terms of this Agreement. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with regular reports at weekly intervals containing information concerning Notice, administration, and implementation of the Settlement

Agreement. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a report of all amounts from the Settlement Fund paid to Settlement Class Members. Without limiting the foregoing, the Settlement Administrator shall:

(a) Forward to Defendant's Counsel, with copies to Class Counsel, all original documents and other materials received in connection with the administration of the settlement, and all copies thereof, within thirty (30) days after the Claims Deadline;

(b) Provide Class Counsel and Defendant's Counsel with drafts of all administration related documents, including but not limited to CAFA Notices, follow-up class notices or communications with Settlement Class Members, website postings or language or other communications with the Settlement Class, at least five (5) days before the Settlement Administrator is required to or intends to publish or use such communications, unless Class Counsel and Defendant's Counsel agree to waive this requirement in writing on case by case basis;

(c) Receive requests to be excluded from the Settlement Class and other requests and promptly provide to Class Counsel and Defendant's Counsel copies thereof. If the Settlement Administrator receives any exclusion forms or other requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;

(d) Provide weekly reports to Class Counsel and Defendant's Counsel, including without limitation, reports regarding the number of Claim Forms and requests for exclusion and/or objections received; and

(e) Make available for inspection by Class Counsel and Defendant's Counsel the Claim Forms received by the Settlement Administrator at any time upon reasonable notice.

7.2 The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud. The Settlement Administrator will reject any claim that does not comply in any material respect with the instructions on the Claim Form or is submitted after the Claims Deadline. Each claimant who submits an invalid Claim Form to the Settlement Administrator must be given a notice of the Claim Form's deficiency and an opportunity to cure the deficiency within twenty-one (21) days of the date of the notice. The Settlement Administrator may contact any Person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form.

7.3 Defendant's Counsel and Class Counsel shall have the right to challenge the acceptance or rejection of a Claim Form submitted by Settlement Class Members and to obtain and review supporting documentation relating to such Claim Form. The Settlement Administrator shall follow any agreed decisions of Class Counsel and Defendant's Counsel as to the validity of any disputed submitted Claim Form. To the extent Class Counsel and Defendant's Counsel are not able to agree on the disposition of a challenge, the disputed claim shall be submitted to the Settlement Administrator for binding determination.

7.4. Defendant, the Released Parties, and Defendant's Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Class Counsel, or the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the allocation of Settlement Funds to Settlement Class Members or the implementation, administration, or interpretation thereof; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in value of, the

Settlement Fund; or (vi) the payment or withholding of any Taxes, Tax Expenses, or costs incurred in connection with the taxation of the Settlement Fund or the filing of any federal, state, or local returns.

The Settlement Administrator and Class Counsel shall make all necessary efforts to ensure the security and privacy of Class Member information; shall not use the information provided by Defendant in connection with the Settlement or this Notice Plan for any purposes other than providing notice or conducting claims administration; and will not share Class Member information with any third parties without advance consent from Defendant.

8. TERMINATION OF SETTLEMENT.

8.1 Subject to Paragraphs 11.1, 11.2, and 11.3 below, Defendant or the Class Representative on behalf of the Settlement Class, shall have the right but not the obligation to terminate this Agreement by providing written notice of the election to do so ("Termination Notice") to all other Parties hereto within twenty-one (21) days of any of the following events: (i) the Court's refusal to grant Preliminary Approval of this Agreement in any material respect; (ii) the Court's refusal to grant final approval of this Agreement in any material respect; (iii) the Court's refusal to enter the Final Judgment in this Action in any material respect; (iv) the Final Judgment is modified or reversed in any material respect by an appellate court with jurisdiction; or (v) the number of Settlement Class Members who request exclusion exceeds the amount set forth in the confidential Attachment 1, hereto.

9. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER.

9.1 Promptly after the execution of this Settlement Agreement, Class Counsel shall file this Agreement together with the Exhibits annexed hereto with the Court and shall move the Court for: Preliminary Approval of the settlement set forth in this Agreement; certification of the Settlement Class for settlement purposes only; appointment of Class Counsel and the Class

Representative; and entry of a Preliminary Approval Order, which order shall set a Final Approval Hearing date and approve the Notice and Claim Form for dissemination substantially in the form of Exhibits A, B, and C hereto. The Preliminary Approval Order shall also authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to this Agreement) so long as they are consistent in all material respects with the terms of the Settlement Agreement and do not limit or impair the rights of the Settlement Class or materially expand the obligations of Defendant.

9.2 At the time of the submission of this Agreement to the Court as described above, Class Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing and finally approve the settlement of the Action as set forth herein.

9.3 After Notice is given, the Parties shall request and seek to obtain from the Court a Final Judgment, which will (among other things):

(a) find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve the Agreement, including all exhibits thereto;

(b) approve the Settlement Agreement and the proposed settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate the Agreement according to its terms and provisions; and declare the Agreement to be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and Releasing Parties;

(c) find that the Notice implemented pursuant to the Agreement (1) constitutes the best practicable notice under the circumstances; (2) constitutes notice that is

reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, their right to object to or exclude themselves from the proposed settlement, and to appear at the Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and (4) meets all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court;

(d) find that the Class Representative and Class Counsel adequately represent the Settlement Class for purposes of entering into and implementing the Agreement;

(e) dismiss the Action (including all individual claims and Settlement Class Claims presented thereby) on the merits and with prejudice, without fees or costs to any party except as provided in the Settlement Agreement;

(f) incorporate the release set forth above, make the release effective as of the Effective Date, and forever discharge the Released Parties as set forth herein;

(g) permanently bar and enjoin all Settlement Class Members who have not been properly excluded from the Settlement Class from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction based on the Released Claims;

(h) without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose; and

(i) incorporate any other provisions, as the Court deems necessary and just.

10. CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES; SERVICE AWARD.

10.1 Pursuant to Fed. R. Civ. P. 23(h), Defendant agrees that Class Counsel shall be entitled to seek an award of reasonable attorneys' fees and costs out of the Settlement Fund in an amount to be determined by the Court as the Fee Award. With no consideration given or received, Class Counsel will limit its petition for attorneys' fees, costs, and expenses to no more than one-third of the Settlement Fund (i.e., $2,583,333.33). Payment of the Fee Award shall be made from the Settlement Fund and should the Court award less than the amount sought by Class Counsel, the difference in the amount sought and the amount ultimately awarded pursuant to this Paragraph shall remain in the Settlement Fund.

10.2 The Fee Award shall be payable by the Settlement Administrator within fourteen (14) days after entry of the Court's Final Judgment, subject to Class Counsel executing the Undertaking Regarding Attorneys' Fees and Costs (the "Undertaking") attached hereto as Exhibit D, and providing all payment routing information and tax I.D. numbers for Class Counsel. Payment of the Fee Award shall be made from the Settlement Fund by wire transfer to Class Counsel in accordance with wire instructions to be provided by Class Counsel, and completion of necessary forms, including but not limited to W-9 forms. Notwithstanding the foregoing, if for any reason the Final Judgment is reversed or rendered void as a result of an appeal(s), then any Persons or firms who shall have received the funds shall be severally liable for payments made pursuant to this Paragraph, and shall return such funds to the Settlement Fund. Additionally, should any parties to the Undertaking dissolve, merge, declare bankruptcy, become insolvent, or cease to exist prior to the final payment to Class Members, those parties shall execute a new undertaking guaranteeing repayment of funds within fourteen (14) days of such an occurrence.

10.3 Class Counsel intends to file a motion for Court approval of a Service Award to the Class Representative, to be paid from the Settlement Fund, in addition to any funds the Class

Representative stands to otherwise receive from the settlement. With no consideration having been given or received for this limitation, Plaintiff will seek no more than $5,000 as a Service Award. Should the Court award less than this amount, the difference in the amount sought and the amount ultimately awarded pursuant to this Paragraph shall remain in the Settlement Fund. Such Service Award shall be paid from the Settlement Fund (in the form of a check to the Class Representative that is sent care of Class Counsel), within five (5) business days after entry of the Final Judgment if there have been no objections to the Settlement Agreement, and, if there have been such objections, within five (5) business days after the Effective Date.

11. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION.

11.1 The Effective Date of this Settlement Agreement shall not occur unless and until each of the following events occurs and shall be the date upon which the last (in time) of the following events occurs:

(a) The Parties and their counsel have executed this Agreement;

(b) The Court has entered the Preliminary Approval Order;

(c) The Court has entered an order finally approving the Agreement, following Notice to the Settlement Class, as provided in the Federal Rules of Civil Procedure, and has entered the Final Judgment, or a judgment consistent with this Agreement in all material respects; and

(d) The Final Judgment has become Final in that the time for appeal or writ of certiorari has expired. If the Final Judgment is set aside, materially modified, or overturned by the Court or on appeal, and is not fully reinstated on further appeal, the judgment shall not be a Final Judgment.

11.2 If the conditions specified in Paragraph 11.1 are not met, or in the event that this Agreement is not approved by the Court, or the Settlement set forth in this Agreement is

terminated or fails to become effective in accordance with its terms, then this Settlement Agreement may be canceled and terminated subject to Paragraph 8.1, unless Class Counsel and Defendant's Counsel mutually agree in writing to proceed with this Agreement. If any Party is in material breach of the terms hereof, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to all of the Parties and Settlement Class Members (which notice may be given by the Settlement Administrator via email to the email addresses on record for Settlement Class Members). Notwithstanding anything herein, the Parties agree that the Court's failure to approve, in whole or in part, the Fee Award to be requested by Class Counsel and/or the Service Award to be requested for the Class Representative, as set forth in Paragraph 10 above, shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination.

11.3 If this Agreement is terminated or fails to become effective for the reasons set forth in Paragraphs 8.1 and 11.1-11.2 above, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Agreement had never been entered into. Within five (5) business days after written notification of termination as provided in this Agreement is sent to the other Parties, the Settlement Fund (including accrued interest thereon), less any Settlement Administration costs actually incurred, paid or payable and less any taxes and tax expenses paid, due or owing, shall be refunded by the Settlement Administrator to Defendant, based upon written instructions provided by Defendant's Counsel. In the event that the Final Judgment or any material part thereof is vacated, overturned, reversed, or rendered void as a result of any timely filed appeal, or the Settlement Agreement is voided, rescinded, or otherwise terminated

for any other reason, Class Counsel shall, within thirty (30) days thereof repay to Defendant, based upon written instructions provided by Defendant's Counsel, the full amount of the Fee Award, including any accrued interest, and shall cause Class Representative to repay to Defendant, based upon written instructions provided by Defendant's Counsel, the full amount of the Service Award, including any accrued interest. In the event the Fee Award, Service Award, or any part thereof is vacated, modified, reversed, or rendered void as a result of a timely filed appeal, Class Counsel shall within thirty (30) days thereof repay, or cause Class Representative to repay, to the Settlement Fund, based upon written instructions provided by the Settlement Administrator, the Fee Award and/or Service Award, in the amount vacated or modified, including any accrued interest.

12. MISCELLANEOUS PROVISIONS.

12.1 The Parties: (a) acknowledge that it is their intent to consummate this Settlement Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement, to secure final approval, and to defend the Final Judgment through any and all appeals. Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking Court approval of the Settlement Agreement, entry of the Preliminary Approval Order, and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Agreement.

12.2 The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiff, the Settlement Class and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties and the

Settlement Class Members agree not to assert in any forum that the Action was brought by Plaintiff or defended by Defendant, or each or any of them, in bad faith or without a reasonable basis.

12.3 The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully the above and foregoing Agreement and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

12.4 Whether or not the Effective Date occurs or the Settlement Agreement is terminated, neither this Agreement nor the settlement contained herein or any term, provision or definition therein, nor any act or communication performed or document executed in the course of negotiating, implementing or seeking approval pursuant to or in furtherance of this Agreement or the settlement:

(a) is, may be deemed, or shall be used, offered or received in any civil, criminal or administrative proceeding in any court, administrative agency, arbitral proceeding or other tribunal against the Released Parties, or each or any of them, as an admission, concession or evidence of, the validity of any Released Claims, the truth of any fact alleged by the Plaintiff, the appropriateness of the certification of a litigation class, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the definition or scope of any term or provision, the reasonableness of the Settlement Amount or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

(b) is, may be deemed, or shall be used, offered or received against any Released Party, as an admission, concession or evidence of any fault, misrepresentation or

omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

(c) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission or concession with respect to any liability, negligence, fault or wrongdoing or statutory meaning (including but not limited to the definition of Settlement Class) as against any Released Parties, or supporting the certification of a litigation class, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the settlement, as set forth herein, this Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Agreement and/or the settlement, as set forth herein, may be used in any proceedings as may be necessary to effectuate the provisions of this Agreement. Further, if this Settlement Agreement is approved by the Court, any Party or any of the Released Parties may file this Agreement and/or the Final Judgment in any action that may be brought against such Party or Parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim;

(d) is, may be deemed, or shall be construed against Plaintiff, the Settlement Class, the Releasing Parties, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and

(e) is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiff, the Settlement Class, the Releasing Parties, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiff's

claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount.

12.5 The Parties and Settlement Class Members acknowledge that (a) any certification of the Settlement Class as set forth in this Agreement, including certification of the Settlement Class for settlement purposes in the context of Preliminary Approval, shall not be deemed a concession that certification of a litigation class is appropriate, or that the Settlement Class definition would be appropriate for a litigation class, nor would Defendant be precluded from challenging class certification in further proceedings in the Action or in any other action if the Settlement Agreement is not finalized or finally approved; (b) if the Settlement Agreement is not finally approved by the Court for any reason whatsoever, then any certification of the Settlement Class will be void, the Parties and the Action shall be restored to the *status quo ante*, and no doctrine of waiver, estoppel or preclusion will be asserted in any litigated certification proceedings in the Action or in any other action; and (c) no agreements made by or entered into by Defendant in connection with the Settlement may be used by Plaintiff, any person in the Settlement Class, or any other person to establish any of the elements of class certification in any litigated certification proceedings, whether in the Action or any other judicial proceeding.

12.6. No person or entity shall have any claim against the Class Representative, Class Counsel, the Settlement Administrator or any other agent designated by Class Counsel, or the Released Parties and/or their counsel, arising from distributions made substantially in accordance with this Agreement. The Parties and their respective counsel and all other Released Parties shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the determination, administration, calculation, or payment of any claim or nonperformance of the Settlement Administrator, the payment or withholding of taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

12.7. All proceedings with respect to the administration, processing and determination of Claim Forms and settlement payments and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of Claim Forms and settlement payments, shall be subject to the jurisdiction of the Court.

12.8 The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

12.9 The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

12.10 All of the Exhibits annexed to this Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

12.11 This Agreement and its Exhibits set forth the entire agreement and understanding of the Parties and Settlement Class Members with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or the Exhibits annexed hereto other than the representations, warranties and covenants contained and memorialized in such documents. This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

12.12 Except as otherwise provided herein, each Party shall bear its own costs.

12.13 Plaintiff represents and warrants that he has not assigned any claim or right or interest therein as against the Released Parties to any other Person or Party and that he is fully entitled to release the same.

12.14 Each counsel or other Person executing this Settlement Agreement, any of the Exhibits annexed hereto, or any related settlement documents on behalf of any Party hereto,

hereby warrants and represents that such Person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms.

12.15 This Agreement may be executed in one or more counterparts. Signature by digital means, facsimile, or in PDF format will constitute sufficient execution of this Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court if the Court so requests. This Agreement is not binding on the Parties until fully executed by each of the Parties hereto.

12.16 This Settlement Agreement shall be binding upon, and inure to the benefit of, the heirs, successors and assigns of the Parties, the Settlement Class and the Released Parties.

12.17 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties and Settlement Class Members submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Agreement.

12.18 This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of New York.

12.19 This Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm's-length negotiations among the Parties. Because all Parties have contributed substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.

12.20 The Parties agree to continue to stay all proceedings in this Action and the Related Actions, except such proceedings necessary to implement and complete the Settlement, pending the entry of Final Judgment.

12.21 Where this Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel: Philip L. Fraietta, Bursor & Fisher, P.A., 50 Main Street, Suite 475, White Plains, NY 10606, pfraietta@bursor.com; Aarti G. Reddy, Cooley LLP, 3 Embarcadero Center, 20th Floor, San Francisco, CA 94111, areddy@cooley.com.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES TO FOLLOW]

IT IS SO AGREED TO BY THE PARTIES:

Dated: _____

MARS CARBONELL

By:_____
Mars Carbonell, individually and as representative of the Settlement Class

Dated: 8/10/2026

SEATGEEK, INC.

DocuSigned by:
By:_____
43512EC4E9274D8...
Name: Brad Tacy
Title:_____

IT IS SO STIPULATED BY COUNSEL:

Dated: August 7, 2026

BURSOR & FISHER, P.A.

By:_____
Philip L. Fraietta
pfraietta@bursor.com
BURSOR & FISHER, P.A.
50 Main Street, Suite 475
White Plains, NY 10606
Tel: (914) 874-0710
Fax: (914) 206-9656

Stefan Bogdanovich
sbogdanovich@bursor.com
BURSOR & FISHER, P.A.
1990 North California Blvd., Suite 940
Walnut Creek, CA 94596
Tel: (925) 300-4455
Fax: (925) 407-2700

Proposed Class Counsel

Dated: August 10, 2026

COOLEY LLP

By:_____
Aarti G. Reddy
areddy@cooley.com
COOLEY LLP
3 Embarcadero Center, 20th Floor
San Francisco, CA 94111
Tel: (415) 693-2000

Attorneys for Defendant

IT IS SO AGREED TO BY THE PARTIES:

Dated: Aug 10, 2026

MARS CARBONELL

By: Mars Carbonell (Aug 10, 2026 14:09:39 PDT)
Mars Carbonell, individually and as representative of the Settlement Class

Dated: _____

SEATGEEK, INC.

By: _____
Name: _____
Title: _____

IT IS SO STIPULATED BY COUNSEL:

Dated: August 7, 2026

BURSOR & FISHER, P.A.

By: _____
Philip L. Fraietta
pfraietta@bursor.com
BURSOR & FISHER, P.A.
50 Main Street, Suite 475
White Plains, NY 10606
Tel: (914) 874-0710
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