

**CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

**I. Introduction.**

- A. This Settlement Agreement (“**Agreement**” or “**Settlement Agreement**”) is hereby entered into by and among Plaintiffs Mandi Peterson, Scott Fitzgerald, Zachary Richmond, Tom Loughhead, Mason Verderame, Katie Jeziorny, Rian Bodner, Christopher Aragon, and Candice Zinner (“**Plaintiffs**” or “**Named Plaintiffs**”) individually and on behalf of the Settlement Class Members and Defendant Vivendi Ticketing US, LLC d/b/a See Tickets (“**Defendant**” or “**See Tickets**”), (collectively, “**the Parties**”), in the Action.
- B. This Agreement is intended by the Parties to fully, finally, and forever settle, compromise, and discharge the Released Claims (as defined below), subject to the terms of this Agreement, and subject to preliminary and final approval of the Court.

**II. Terms of Settlement**

- A. Definitions.
  - 1. “**Action**” means the civil action *In re: Vivendi Ticketing US LLC, d/b/a See Tickets Data Security Incident*, No. 2:23-cv-07498 (C.D. Cal.), filed in the District Court for the Central District of California, and for which a Consolidated Class Action Complaint was filed on December 1, 2023.
  - 2. “**Agreement**” or “**Settlement Agreement**” means this Class Action Settlement Agreement and Release, including any exhibits.
  - 3. “**Class Counsel**” means:
    - Mason A. Barney  
SIRI & GLIMSTAD LLP  
745 Fifth Ave, Suite 500  
New York, NY 10151
    - Nicholas A. Migliaccio  
MIGLIACCIO & RATHOD LLP  
412 H. St. NE, Ste. #302  
Washington, D.C. 20002
    - Kenneth Grunfeld  
(*Pro Hac Vice* granted 10/5/2023)  
KOPELOWITZ OSTROW P.A.  
65 Overhill Rd.  
Bala Cynwyd, Pennsylvania 19004
  - 4. “**Court**” means the United States District Court for the Central District of California.

5. **“Data Security Incident”** means the unauthorized access to payment card information of certain customers that was disclosed by See Tickets in September 2023.
6. **“Released Claims”** means any and all actual, potential, filed, unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Security Incident, including all claims relating to the Data Security Incident that were brought or could have been brought in the Action belonging to any and all Releasing Parties.
7. **“Released Parties”** means See Tickets and its past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, employees, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, and trustees.
8. **“Releasing Parties”** means Plaintiffs and other Participating Settlement Class Members and their respective past, present, and future heirs, beneficiaries, conservators, executors, estates, administrators, assigns, agents, accountants, financial and other advisors, and any other representatives of any of these persons and entities.
9. **“Settlement Fund Taxes and Tax-Related Expenses”** means any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon See Tickets with respect to any income or gains earned by or in respect of the Settlement Fund for any period while it is held in the Settlement Fund.
10. **“Settlement Class Members”** means all individuals who are within the class certification definition found in section II.B hereof.
11. **“Participating Settlement Class Members”** means all Settlement Class Members who choose not to request exclusion from this settlement pursuant to Paragraph II.L hereof.
12. **“Approved Settlement Class Members”** means all Participating Settlement Class Members who’s Claim Forms were valid and timely submitted pursuant to Paragraph II.J.3 hereof.

- B. Certification of Class Action for Settlement Purposes Only. The Parties agree, for settlement purposes only, to stipulate to the certification of:

A Primary Settlement Class defined as follows:

All individuals in the United States whose information was accessed in the Data Security Incident and who received notice of the Data Security Incident from See Tickets.

A California Settlement Sub-Class defined as follows:

All individuals residing in California as of the Notice Date whose information was accessed in the Data Security Incident and who received notice of the Data Security Incident from See Tickets.

The Primary Settlement Class and California Settlement Sub-Class collectively are the Settlement Class and are the Settlement Class Members.

Excluded from the Settlement Class are (i) any judge or magistrate judge presiding over this Action, members of their staff, and members of their immediate families; (ii) the Released Parties; (iii) persons who properly execute and file a timely request for exclusion from the Settlement Class; (iv) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (v) counsel for See Tickets; and (vi) the legal representatives, successors, and assigns of any such excluded persons.

For purposes of settling this Action, the Parties conditionally stipulate and agree that the requirements for establishing class certification with respect to the Settlement Class have been met, and that the Settlement Class is comprised of approximately 323,498 individuals. In the event that, for any reason, the Court does not issue a Final Approval Order that approves of this Settlement Agreement, then such stipulated class certification shall become null and void and the Parties shall not be affected in any way by such prior certification. See Tickets thus does not waive, and instead expressly reserves, the right to challenge the propriety of class certification for any purpose in the event that the Court does not issue a Final Approval Order that approves this Settlement Agreement.

- C. No Admission of Liability. See Tickets does not admit any liability or wrongdoing of any kind associated with the allegations or claims asserted in the Action. Nothing in this Settlement Agreement or any action that See Tickets takes under it shall be deemed or construed as an admission of liability or wrongdoing of any kind on the part of See Tickets with respect to any allegations or claims, nor does it constitute an admission that any putative class meets the requirements for class certification. It is specifically understood and agreed that the benefits provided in this Settlement Agreement are being paid or provided in full and final settlement of all claims and that such payment and the providing of sufficient benefits does not constitute and shall not be construed as any admission or evidence of fault or liability on the part of the Released Parties, and shall not be admissible in any proceeding as evidence of fault, liability, or wrongdoing. See Tickets has asserted defenses it believes to be meritorious and expressly denies that it was at fault and further

denies that it is liable to Plaintiffs or the Settlement Class for any amounts. Plaintiffs disagree with the strength and validity of See Tickets' defenses.

D. Effective Date. The settlement in this Settlement Agreement is conditioned upon the occurrence of each of the following events: (i) counsel for the Parties executing the Settlement Agreement; (ii) the Court granting preliminary approval to the Settlement Agreement as provided herein; (iii) notice being provided to the Settlement Class Members, providing them with an opportunity to submit claims or opt out; (iv) the Court entering a Final Approval Order granting final approval of the Settlement Agreement without any material modification or condition; and (v) dismissal of this Action with prejudice. Assuming each of these events has occurred, the effective date of the Settlement Agreement ("**Effective Date**") shall be either: (1) if no valid objections are filed, the first business day following entry of the Final Approval Order on the Court's docket; or (2) if a valid objection is filed, then the later of either the expiration of the time for filing an appeal of the Final Approval Order, or if a timely appeal is made, the date of the final resolution of that appeal and any subsequent appeals resulting in final approval of the Settlement Agreement without any material modification or condition.

E. Settlement Consideration.

1. Settlement Administration Fee: At least fourteen (14) days before the Notice Date (as defined below), See Tickets shall pay to the Settlement Administrator (as defined below) a sum portion of the Administrative Costs (as defined below) to be agreed upon by the Settlement Administrator, See Tickets, and Class Counsel, which shall be sufficient to effectuate notice to the Settlement Class Members. Following entry of the Preliminary Approval Order, See Tickets shall pay all subsequent amounts for Administrative Costs (as incurred) within thirty (30) days of when such amounts are invoiced to See Tickets along with wire instructions and other required documentation and become due and owing. See Tickets is not required to advance costs for claims validation or other claims processing related costs until such time such costs are actually incurred. Any Administrative Costs incurred after the Effective Date will be paid to the Settlement Administrator from the Settlement Fund following its funding. The sum total of the Administrative Costs incurred and paid to the Settlement Administrator prior to the Effective Date shall be referred to as the Administrative Notice Costs.
2. Agreed Monetary Relief. Within thirty (30) days of the Effective Date of this Agreement, See Tickets shall create a fund, by depositing with the Settlement Administrator, US \$3,250,000.00 in cash minus the Administrative Notice Costs (the "**Settlement Fund**"). The Named Plaintiffs and Approved Settlement Class Members' settlement awards, Class Counsel's attorney's fees, costs and expenses ("**Class Counsel Fees**"), the Named Plaintiffs Service Payments, and all costs of Settlement Administration ("**Administrative Costs**") incurred following the Effective Date will be paid from the Settlement Fund.

Other than the Settlement Fund and the Administrative Notice Costs, See Tickets will have no financial obligation to the Named Plaintiffs, Participating Settlement Class Members, Class Counsel, any other attorney representing Named Plaintiffs,



any other attorney representing any Settlement Class member, or the Settlement Administrator with respect to the Released Claims. The Settlement Fund and the Administrative Notice Costs represent the total extent of See Tickets' monetary obligations under this Agreement.

The "**Net Settlement Amount**" shall be that portion of the Settlement Fund that remains after deducting amounts for any (i) estimated Administrative Costs incurred following the Effective Date, (ii) Settlement Fund Taxes and Tax-Related Expenses, (iii) Service Awards Payments approved by the Court, and (vii) Class Counsel Fees approved by the Court; all of which shall be payable from the Settlement Fund.

3. Agreed Injunctive Relief.

In addition to the security practice changes implemented as part of the settlement in *Carter v. Vivendi Ticketing US LLC d/b/a See Tickets*, Case No. 8:22-cv-01981-CJC-DFM (C.D. Cal.), See Tickets agrees to the implementation of the following security measures for a period of at least 2 years from the date of implementation, to be fully implemented within 6 months from the Effective Date of the Settlement:

- a. A position responsible for information security with a person qualified for the position ("CISO"). The CISO will lead the information security program with responsibility to coordinate and be responsible for See Tickets' program(s) to protect the security of its customers' payment card data and PII, including See Tickets' compliance with PCI DSS.
- b. Performance of a security assessment for the organization based on an established industry standard conducted at least annually by an independent third party.
- c. A company-wide encryption policy that provides for encryption of customer payment card data to include encryption and tokenization of payment card data at rest and in movement.
- d. A firewall on all See Tickets US websites.
- e. Retention of an established third-party IT security vendor to conduct penetration testing at least twice a year.
- f. Endpoint protection and anti-malware software or tools on all servers and employee laptops with monitoring, reporting, and alerts for malware.
- g. Multi-factor authentication for employee access to corporate systems or other systems containing payment card data.
- h. Training for all employees regarding safe cyber security practices, provided twice a year.

- i. Encourage personnel to report any concerns about See Tickets' information security systems to the CISO or some other designated employee of the company.
    - j. Review and update data retention policy annually.
  4. Confirmatory Discovery. The Parties shall negotiate in good faith certain confirmatory discovery to be produced by See Tickets confirming the implementation of the Agreed Injunctive Relief, which See Tickets will produce to Plaintiffs prior to the seeking of final approval of the Settlement. Prior to seeking final approval of the Settlement, See Tickets agrees to prepare a written declaration regarding the implementation of the Agreed Injunctive Relief which may be provided to the Court in camera upon request.
  5. Certification. Class Counsel hereby certifies that a reasonable estimation of the value of the Agreed Injunctive Relief, to implement, test, and maintain, is approximately \$500,000. Class Counsel believes that this represents further good and valuable consideration for this Settlement.
- F. Class Counsel Fees and the Named Plaintiffs Service Payments.
  1. At least one week prior to the deadline for Settlement Class Members to object to the settlement, Class Counsel will submit an application for Class Counsel Fees. Any Class Counsel Fees awarded by the Court at the Court's discretion shall be paid out of the Settlement Fund within thirty-five (35) days from the Effective Date. The Court's approval of Class Counsel Fees in an amount less than the applied-for amount will not affect the enforceability of this Agreement.
  2. In recognition of their time and effort spent serving as Class Representatives, Class Counsel shall submit an application for approval of Named Plaintiffs Service Payment awards. The amounts approved for the Named Plaintiffs Service Payment is solely within the discretion of the Court. The Named Plaintiffs Service Payments shall be paid out of the Settlement Fund within thirty-five (35) days from the Effective Date.
- G. Settlement Administration. The Parties will engage Kroll Settlement Administration LLC as the Settlement Administrator to oversee the sending of the Class Notice and making of the payments required under this Settlement Agreement. The Settlement Administrator estimates Administrative Costs to be \$140,000, excluding the costs of Credit Monitoring and the Claims Referee. See Tickets shall pay the Administrative Notice Costs directly to the Settlement Administrator, and the Administrative Costs incurred following the Effective Date shall be paid out of the Settlement Fund.

The Settlement Administrator will administer the settlement, including (i) not later than ten (10) calendar days after the filing of this Settlement Agreement with the Court, the Settlement Administrator, on Defendant's behalf, shall serve or cause to be served notice of the proposed Settlement upon the appropriate federal and state officials, as provided by the Class Action Fairness Act, 28 U.S.C. § 1715, *et seq.*; (ii) providing notification of the

proposed settlement as per this Agreement to the Settlement Class Members; (iii) creating and hosting a website, publicly accessible for at least six months after the Effective Date, dedicated to providing information related to the Action, including access to relevant publicly available court documents, the settlement and this Settlement Agreement, the long-form notice of the settlement, and providing Settlement Class Members with the ability to submit claims and supporting documentation for compensatory relief; (iv) maintaining a toll-free telephone number and P.O. Box by which Settlement Class Members can seek additional information regarding this Settlement Agreement; (v) processing claims and supporting documentation submissions, and providing approved payments to Approved Settlement Class Members; (vi) processing requests for exclusion from Settlement Class Members; and (vii) any other provision of this Settlement Agreement that relates to the settlement and claims administration.

H. Distribution of Net Settlement Amount.

1. Settlement Class Members may submit one claim per Settlement Class Member.
2. Initial Cash Distributions: The following shall collectively be considered the “Initial Cash Distributions”:
  - a. California Statutory Claim Benefits: In addition to the following awards, each member of the California Settlement Sub-Class who timely submits a valid Claim Form will be eligible for a separate California statutory damages award (the “**California Statutory Award**”). The amount of the California Statutory Award per person shall be \$100.
  - b. General Benefits: Any Settlement Class member who timely submits a valid Claim Form (“**Qualified Claimant**”) shall be entitled to payment from the Net Settlement Amount as detailed in this sub-paragraph (“**Claimant Award**”).
    - (i) Ordinary Losses: compensation for documented unreimbursed out-of-pocket expenses, up to a total of \$2,000 per person (“**Ordinary Expense Reimbursements**”), upon submission of a claim and supporting documentation, such as, but not limited to, the following:
      - (a) Out-of-pocket expenses incurred as a result of the Data Security Incident, including unreimbursed bank fees (such as card replacement and over-limit fees), interest on short-term loans, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel; or
      - (b) Out-of-pocket expenses incurred for credit reports, credit freezes, credit monitoring, or other identity theft

insurance product purchased after the Data Security Incident;

- (ii) Compensation for Extraordinary Documented Losses: Up to \$5,000 in compensation to each Qualified Claimant for proven unreimbursed monetary losses as a result of actual identity theft (“**Extraordinary Expense Reimbursements**”) upon submission of a claim and supporting documentation if:
  - (a) The expense is an actual, documented, and unreimbursed out-of-pocket expense;
  - (b) The expense was more likely than not caused by the Data Security Incident;
  - (c) The expense was incurred after February 28, 2023;
  - (d) The loss is not already covered by one or more of the other reimbursement categories; and
  - (e) The Qualified Claimant made reasonable efforts to avoid, or seek reimbursement for the expenses, including but not limited to exhaustion of all available bank reimbursements, credit monitoring insurance, and identity theft insurance.
  
- (iii) Credit Monitoring or Alternative Payment: In addition to the foregoing benefits, each Qualified Claimant will be entitled to either:
  - (a) Credit Monitoring: thirty-six (36) months of three (3) bureau credit monitoring (the “**Credit Monitoring Services**”); the Settlement Administrator shall send an activation code to each Qualified Claimant who selects the Credit Monitoring Services within forty-five (45) days of the Effective Date which can be used to activate Credit Monitoring Services via an enrollment website; such enrollment codes shall be sent via email, unless the Qualified Claimant did not provide an email address, in which case such codes shall be sent via U.S. mail; a Qualified Claimant may activate Credit Monitoring Services for a period of at least sixty (60) days from the date the Settlement Administrator sends the activation code; or
  - (b) Alternative Cash Payments: Each Qualified Claimant who does not select the Credit Monitoring Services shall receive a cash payment in an amount equal to a pro rata

distribution of the Remaining Net Settlement Amount (“**Alternative Cash Payments**”), but in no event shall any class member receive more than \$100 under this provision; the “**Remaining Net Settlement Amount**” shall be calculated by taking the Net Settlement Amount and subtracting (1) the amount of all Ordinary Expense Reimbursements, (2) the amount of all Extraordinary Expense Reimbursements, (3) the total amount of all California Statutory Awards, and (4) the cost of Credit Monitoring Services.

If the same Qualified Claimant attempts to claim both the Credit Monitoring Services and the Alternative Cash Payment, the Settlement Administrator shall contact the Qualified Claimant (by email, telephone, or U.S. mail) to seek clarification regarding which benefit he or she would like to select, and if after diligent efforts (at least 2 attempts) the Settlement Administrator has not received a response from the Qualified Claimant, then the Qualified Claimant shall be considered to have selected the Alternative Cash Payment.

- c. Second Cash Distribution: Provided that the costs of so doing would not result in the distribution to Approved Settlement Class Members of a *de minimis* amount, then after calculating the Initial Distributions, the Settlement Administrator shall add a further cash distribution to the Initial Cash Distribution made to all Qualified Claimants in an amount equal to a pro rata distribution of the amount in the Remaining Net Settlement Amount after subtracting all previously calculated Initial Distributions.
3. Cy Pres: Within one-hundred and thirty-five (135) days of the Initial Cash Distribution, if money remains in the Remaining Net Settlement Amount after the distribution of the Initial Cash Distribution, those funds will be distributed to the National Independent Venue Foundation (NIVF); provided that such grants shall stipulate that the grant amounts may not be used in furtherance of litigation.
4. Payment: Claims of Approved Settlement Class Members that are deemed valid will result in Initial Distributions being made to those Approved Settlement Class Members within forty-five (45) days from the Effective Date, or as soon thereafter as is reasonably practical.
  - a. Approved Settlement Class Members shall have a choice of how to be paid the Initial Cash Distribution (with the same choice applying to both distributions), either via electronic payment (e.g., Venmo), pre-paid credit card, or check. Any checks issued from the Settlement Fund shall be valid for ninety (90) days from the date of issuance.
  - b. If the Initial Cash Distribution is returned as undeliverable, or unable to be paid, the Settlement Administrator will reattempt distribution if a

forwarding address is provided. If a new address is not provided, or if the distribution is remailed and returned or is unable to be paid, the Settlement Administrator shall cancel the distribution and there will be no further obligation to attempt to make any distribution to that Settlement Class member.

5. Taxes: Taxes on the amount received by Approved Settlement Class Members pursuant to this Agreement (*i.e.*, Initial Cash Distribution plus any Second Cash Distribution) are the responsibility of the Approved Settlement Class Members to whom the payments are made. No tax advice has been provided to Settlement Class Members. The Released Parties are not responsible for taxes arising from the payment of the Initial Cash Distribution. Any Settlement Fund Taxes and Tax-Related Expenses shall be paid out of the Settlement Fund.
- I. Release. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any state law or common law claims that the Releasing Parties may have or had, such as under California's Customer Records Act, California Civil Code section 1798.80, *et seq.* and/or California's Consumer Privacy Act, California Civil Code section 1798.100, *et seq.* Each Party expressly waives all rights under California Civil Code section 1542, which provides:

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.

The Releasing Parties also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code section 1542 (including, without limitation, California Civil Code § 1798.80, *et seq.*, Montana Code Ann. § 28- 1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

- J. Notice of Settlement. The Parties agree to the following procedures for notifying the Settlement Class Members.
  1. Identification of Settlement Class Members. Within ten (10) days of entry of an Order from the Court granting Preliminary Approval of the Settlement, See Tickets will provide to the Settlement Administrator a list of approximately 323,498 unique names and email addresses, and mailing addresses where See Tickets has



them in its possession, associated with users who received notice of the Data Security Incident from See Tickets.

Any documentation or information disclosed in connection with this paragraph may be used by Class Counsel and the Settlement Administrator only for purposes of implementing this Settlement Agreement. All such documentation or information may not be disclosed by Class Counsel or the Settlement Administrator to anyone outside their organizations.

2. Class Notice. The court-approved Notice of Proposed Class Action Settlement (“**Class Notice**”) shall be in substantially the form attached hereto as Exhibit A, a long form notice shall be available to the Settlement Class Members in substantially the form attached hereto as Exhibit B, and a Claim Form shall be in substantially the form attached here to as Exhibit C. Any changes to the Class Notice that do not materially affect the substance of the Settlement Agreement that the Court may require will not invalidate this Settlement Agreement.

The Class Notice shall be sent to Settlement Class Members via email in substantially the form attached hereto as Exhibit A sent by the Settlement Administrator to all Settlement Class Members at the email address used to distribute notice of the Data Security Incident. If the Settlement Administrator determines that any of the emails are returned as undeliverable, or are otherwise unusable, or if Plaintiffs’ Counsel and the Settlement Administrator agree that additional mailing notice is necessary or proper, then the Settlement Administrator may provide notice to that Settlement Class member by mail in substantially the form attached hereto as Exhibit A.

The Class Notice shall be sent to Settlement Class Members within thirty (30) days of entry of an Order granting Preliminary Approval of the Settlement (the “**Notice Date**”). An email reminder class notice, which shall be substantially in the form attached hereto as Exhibit A with appropriate edits showing that it is a reminder (as agreed to by the parties) shall be sent out sixty-five (65) days after the Notice Date.

3. Claim Forms. Claim Forms shall be submitted online or by mailing to the Settlement Administrator. The deadline for submitting a valid Claim Form shall be ninety (90) days from the Notice Date. Valid Claim Forms must include the claimant’s current mailing address, valid email address, and the Settlement Administrator’s unique claim ID for the claimant. The Settlement Administrator shall be initially responsible for determining if a claim is valid.
4. Dispute Resolution. In the event of a dispute over the validity of a claim or the denial of a distribution, the relevant Participating Settlement Class Member or See Tickets shall be entitled to submit their claim to the designated Claims Referee, who is to be mutually agreed upon by See Tickets and Class Counsel. See Tickets will provide notice to Class Counsel of any claims submitted to the Claims Referee. The Claims Referee’s findings will be final and binding. The Claims Referee’s fees for the dispute resolution process shall be part of the Administrative

Costs. The Participating Settlement Class Member and See Tickets will each bear their own attorneys' fees and any other costs of the dispute resolution process, if any. Class Counsel will have the option, but not the obligation, to participate in the dispute resolution process.

- K. Objection Procedures. The Class Notice shall inform Settlement Class Members of the right to object to the Settlement Agreement. If a Settlement Class member wishes to have the Court consider an Objection to the Settlement Agreement, such person (i) must not have excluded himself from the Settlement and (ii) must file with the Court and mail to Class Counsel and See Tickets' Counsel a written statement stating the reasons for the objection to the Settlement, along with any supporting documentation that the person wishes the Court to consider, by no later than sixty (60) days after the Notice Date (the "**Objection/Opt-Out Deadline**"). If such Objection is submitted and overruled by the Court, the objecting member of the Settlement Class shall remain fully bound by the terms of the Settlement Agreement and the Final Approval Order. The Parties shall submit any responses to Objections no later than twenty-one (21) days prior to the final approval hearing. Any Settlement Class Member who does not appear individually or through counsel and who does not challenge or comment upon the fairness and adequacy of the Settlement Agreement or Class Counsel's request for Class Counsel Fees shall waive and forfeit any and all rights to appear separately or object. All Participating Settlement Class Members shall be bound by the Settlement and by all orders and judgments in this Action.
- L. Opt-Out Procedures. The Class Notice shall also provide that Settlement Class Members who wish to exclude themselves (i.e., opt out) from the Settlement Class must mail a letter to the Settlement Administrator on or before the Objection/Opt-Out Deadline requesting exclusion from the Settlement Class. An Opt-Out request must: (i) be in writing; (ii) provide the Settlement Class Member's current address; (iii) contain the following statement: "I request that I be excluded from the Settlement Class in the case of *In re: Vivendi Ticketing US LLC, d/b/a See Tickets Data Security Incident*"; (iv) be signed; and (v) be mailed to the Settlement Administrator at the address provided in the Class Notice with a postmark on or before the deadline set forth in the Class Notice. Each individual who properly files a timely written Opt-Out request shall be excluded from the Settlement Class and shall have no rights under the Settlement Agreement. Settlement Class Members who fail to submit a valid and timely request for exclusion on or before the Objection/Opt-Out Deadline shall be bound by all terms of the Settlement and any final judgment entered in this Action if the settlement is approved by the Court, regardless of whether they have objected to the settlement. An Opt-Out request shall be deemed timely if it is postmarked no later than sixty (60) days after the Notice Date.
- M. Settlement Administrator Reports. After the Notice Date, the Settlement Administrator shall provide a weekly report to Class Counsel and to See Tickets' Counsel, setting forth the number of valid Claim Forms that were submitted each week. Within ten (10) days of the Objection/Opt-Out Deadline, the Settlement Administrator shall provide jointly to Class Counsel and See Tickets' Counsel a report listing the timely written Opt-Out requests and copies of same.

Within one-hundred (100) days of the Notice Date, the Settlement Administrator shall provide Class Counsel and See Tickets' Counsel a report listing preliminary information,

which shall be subject to audit, validity, and review of duplicate submissions, regarding: (i) the total number of Claim Forms that were valid and timely submitted; and (ii) the calculated Claimant Award amount for each Settlement Class member that submitted a valid Claim Form.

Within thirty (30) days of the Effective Date, the Settlement Administrator shall issue a final report listing the audited, verified and deduplicated information regarding: (i) the total number of Claim Forms that were valid and timely submitted; and (ii) the calculated Claimant Award amount for each Settlement Class member that submitted a valid Claim Form.

- N. Review and Assistance. Class Counsel and Defendant will be permitted to audit and review actual (or summary reports on) claims made, claims approved or denied, distributions issued, calculations of benefits under the settlement, and returned distributions and uncashed distributions in order to assist with the effectuation of the settlement and the Parties' respective desire to reasonably ensure that the settlement benefits are administered in a manner to attempt to reach every Settlement Class member.
- O. Preliminary Approval. Within thirty (30) days of execution of the Settlement Agreement, Class Counsel shall promptly prepare and file with the Court a motion for preliminary approval and determination by the Court as to the fairness, adequacy, and reasonableness of this Settlement Agreement. The motion for preliminary approval shall request entry of a preliminary order that: (i) certifies the Settlement Class, (ii) approves the Class Notice and Claim Form as to form and content and directs that such Class Notice and Claim Form be provided to Settlement Class Members; (iii) preliminarily approves the Settlement Agreement; and (iv) approves Kroll Settlement Administration LLC as the Settlement Administrator.
- P. Final Approval and Entry of Final Judgment. On or before one-hundred and twenty (120) days after the Notice Date, the Parties will jointly request that the Court grant final approval and enter judgment approving the Settlement Agreement as fair, adequate, reasonable, and binding on all Participating Settlement Class Members; ordering that the settlement payments be made to the Approved Settlement Class Members; ordering that Class Counsel Fees, the Administrative Costs, and the Named Plaintiffs Service Payments be paid in the amounts approved by the Court; dismissing the Action with prejudice; and barring Participating Settlement Class Members from bringing Released Claims.
- Q. Termination.
1. The Settlement Agreement may be terminated and cancelled at the sole and exclusive discretion of See Tickets if two percent (2%) or more of Settlement Class Members timely and validly exclude themselves from the Settlement Class.
  2. If there is a failure to reach any Effective Date and/or if the Court should for any reason fail to approve this Settlement Agreement in the form agreed to by the Parties, decline to enter the Final Approval Order, or impose any modification or condition to approval of the Settlement Agreement to which the Parties do not consent, and/or if the Final Approval Order is reversed or rendered void, then

(a) this Settlement Agreement shall be considered null and void; (b) neither this Settlement Agreement nor any of the related negotiations shall be of any force or effect; (c) See Tickets shall have no obligation to provide any cash or other benefit to Participating Settlement Class Members or make any cash payment to the Settlement Fund and shall be entitled to the return of all cash deposited with the Settlement Administrator; (d) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court; and (e) the Settlement Agreement and all negotiations, statements, proceedings and data relating thereto shall be protected by Federal Rule of Evidence 408 and shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Action. Invalidation of any portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties agree in writing that the remaining provisions shall remain in full force and effect.

- R. Confidentiality. To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Settlement Agreement. The Parties will not make any public statement about the settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement of the other side will not be unreasonably withheld. The Parties will cooperate with each other regarding public statements about the settlement and may issue a joint statement/press release if they mutually agree to do so. This paragraph shall not be construed to limit or impede the notice requirements contained in this Settlement Agreement, nor shall this paragraph be construed to prevent Class Counsel or See Tickets' Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their Counsel may make to the Court to assist in the Court's evaluation of the Settlement Agreement. See Tickets may also provide information about the Settlement Agreement to its attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws or other applicable laws and regulations.
- S. Cooperation in Effecting Settlement: The Parties, their successors and assigns, and their attorneys will implement this Settlement Agreement in good faith, use good faith in resolving any disputes that may arise in the implementation of this Settlement Agreement, cooperate with one another in seeking Court approval of this Settlement Agreement, and use their best efforts to effect the prompt consummation of this Settlement Agreement.
- T. Miscellaneous Provisions.
1. This Settlement Agreement may be amended or modified only by a written instrument signed by counsel for both Parties.
  2. The headings of the sections of this Settlement Agreement are included for convenience only and shall not be deemed to constitute part of this Settlement Agreement or to affect its construction.
  3. This Settlement Agreement constitutes the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or

contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or Party's legal counsel, are merged herein.

4. The Parties and their counsel will cooperate with each other and use their best efforts to implement this Settlement Agreement. Class Counsel shall, with the assistance and cooperation of See Tickets' Counsel, take all necessary steps to secure the Court's final approval of this Settlement Agreement and dismissal of this Action with prejudice.
5. This Settlement Agreement shall be binding upon and shall inure to the benefit of the Parties and Participating Settlement Class Members and their respective heirs, successors, and assigns.
6. All terms of this Settlement Agreement shall be governed by and interpreted according to the laws of the state of California, without regard to its rules regarding conflict of laws.
7. The determination of the terms of, and the drafting of, this Settlement Agreement has been by mutual agreement after extensive negotiation, with consideration by and participation of counsel for both Parties. The Settlement Agreement shall be construed according to the fair intent of the language taken as a whole, and not for or against any Party.
8. The waiver by one Party of any provision or breach of this Settlement Agreement shall not be deemed a waiver of any other provision or breach of this Settlement Agreement.
9. The Parties and their counsel may execute this Settlement Agreement in counterparts and this Settlement Agreement may be executed by electronic signature. Execution in counterparts shall have the same force and effect as if all signatories had signed the same document.
10. The Court shall retain jurisdiction to interpret, effectuate, enforce, and implement this Settlement Agreement, and all Parties submit to the jurisdiction of the Court only for purposes of implementing and enforcing the Settlement Agreement. Except as stated above regarding claim disputes, the Court shall have exclusive jurisdiction to resolve any disputes involving this Settlement Agreement.
11. Each individual signing this Settlement Agreement represents and warrants that he or she has the authority to sign on behalf of the person or entity for which that individual signs.

[The remainder of this page is intentionally left blank]

IN WITNESS HEREOF the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below.

AGREED TO AND ACCEPTED:

Dated: 05 / 22 / 2024

Mandi Peterson

**Mandi Peterson, Individually and on Behalf of the Primary Settlement Class**

Dated: \_\_\_\_\_

\_\_\_\_\_

**Scott Fitzgerald, Individually and on Behalf of the California Settlement Sub-Class**

Dated: \_\_\_\_\_

\_\_\_\_\_

**Zachary Richmond, Individually and on Behalf of the Primary Settlement Class**

Dated: \_\_\_\_\_

\_\_\_\_\_

**Tom Loughead, Individually and on Behalf of the Primary Settlement Class**

Dated: \_\_\_\_\_

\_\_\_\_\_

**Mason Verderame, Individually and on Behalf of the Primary Settlement Class**

Dated: \_\_\_\_\_

\_\_\_\_\_

**Katie Jezierny, Individually and on Behalf of the Primary Settlement Class**



IN WITNESS HEREOF the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below.

AGREED TO AND ACCEPTED:

Dated: \_\_\_\_\_

\_\_\_\_\_

**Mandi Peterson, *Individually and on Behalf of the Primary Settlement Class***

Dated: <sup>05/22/2024</sup> \_\_\_\_\_

  
\_\_\_\_\_

**Scott Fitzgerald, *Individually and on Behalf of the Primary Settlement Class***

Dated: \_\_\_\_\_

\_\_\_\_\_

**Zachary Richmond, *Individually and on Behalf of the Primary Settlement Class***

Dated: \_\_\_\_\_

\_\_\_\_\_

**Tom Loughead, *Individually and on Behalf of the Primary Settlement Class***

Dated: \_\_\_\_\_

\_\_\_\_\_

**Mason Verderame, *Individually and on Behalf of the Primary Settlement Class***

Dated: \_\_\_\_\_

\_\_\_\_\_

**Katie Jezierny, *Individually and on Behalf of the Primary Settlement Class***

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AGREED TO AND ACCEPTED:

Dated: \_\_\_\_\_

\_\_\_\_\_

**Mandi Peterson, *Individually and on Behalf of the Primary Settlement Class***

Dated: \_\_\_\_\_

\_\_\_\_\_

**Scott Fitzgerald, *Individually and on Behalf of the California Settlement Sub-Class***

Dated: May 22, 2024  
\_\_\_\_\_

  
Zachary Richmond (May 22, 2024 11:37 CDT)

**Zachary Richmond, *Individually and on Behalf of the Primary Settlement Class***

Dated: \_\_\_\_\_

\_\_\_\_\_

**Tom Loughead, *Individually and on Behalf of the Primary Settlement Class***

Dated: \_\_\_\_\_

\_\_\_\_\_

**Mason Verderame, *Individually and on Behalf of the Primary Settlement Class***

Dated: \_\_\_\_\_

\_\_\_\_\_

**Katie Jezierny, *Individually and on Behalf of the Primary Settlement Class***

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\_\_\_\_\_

**Mandi Peterson, *Individually and on Behalf of the Primary Settlement Class***

Dated: \_\_\_\_\_

\_\_\_\_\_

**Scott Fitzgerald, *Individually and on Behalf of the California Settlement Sub-Class***

Dated: \_\_\_\_\_

\_\_\_\_\_


**Zachary Richmond, *Individually and on Behalf of the Primary Settlement Class***

Dated: \_\_\_\_\_

\_\_\_\_\_

**Tom Loughead, *Individually and on Behalf of the Primary Settlement Class***

Dated: 05/22/2024  
\_\_\_\_\_

  
\_\_\_\_\_  
Tom Loughead (May 22, 2024 16:44 PDT)

**Mason Verderame, *Individually and on Behalf of the Primary Settlement Class***

Dated: \_\_\_\_\_

\_\_\_\_\_

**Katie Jezierny, *Individually and on Behalf of the Primary Settlement Class***

IN WITNESS WHEREOF the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below.

AGREED TO AND ACCEPTED:

Dated: \_\_\_\_\_  
\_\_\_\_\_

**Mandi Peterson, Individually and on Behalf of the Primary Settlement Class**

Dated: \_\_\_\_\_  
\_\_\_\_\_

**Scott Fitzgerald, Individually and on Behalf of the California Settlement Sub-Class**

Dated: \_\_\_\_\_  
\_\_\_\_\_

**Zachary Richmond, Individually and on Behalf of the Primary Settlement Class**

Dated: \_\_\_\_\_  
\_\_\_\_\_

**Tom Loughead, Individually and on Behalf of the Primary Settlement Class**

5/22/2024  
Dated: \_\_\_\_\_

DocuSigned by:  
  
F10C5CED78764F5...

**Mason Verderame, Individually and on Behalf of the Primary Settlement Class**

Dated: \_\_\_\_\_  
\_\_\_\_\_

**Katie Jezierny, Individually and on Behalf of the Primary Settlement Class**

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AGREED TO AND ACCEPTED:

Dated: \_\_\_\_\_

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**Mandi Peterson, Individually and on Behalf of the Primary Settlement Class**

Dated: \_\_\_\_\_

\_\_\_\_\_

**Scott Fitzgerald, Individually and on Behalf of the California Settlement Sub-Class**

Dated: \_\_\_\_\_

\_\_\_\_\_

**Zachary Richmond, Individually and on Behalf of the Primary Settlement Class**

Dated: \_\_\_\_\_

\_\_\_\_\_

**Tom Loughead, Individually and on Behalf of the Primary Settlement Class**

Dated: \_\_\_\_\_

\_\_\_\_\_

**Mason Verderame, Individually and on Behalf of the Primary Settlement Class**

Dated: 05/22/2024  
\_\_\_\_\_



**Katie Jezierny, Individually and on Behalf of the Primary Settlement Class**

Dated: 05/22/2024

\_\_\_\_\_



\_\_\_\_\_

**Rian Bodner, *Individually and on Behalf of the Primary Settlement Class***

Dated: \_\_\_\_\_

\_\_\_\_\_

**Christopher Aragon, *Individually and on Behalf of the Primary Settlement Class***

Dated: \_\_\_\_\_

\_\_\_\_\_

**Candice Zinner, *Individually and on Behalf of the Primary Settlement Class***

Dated: \_\_\_\_\_

\_\_\_\_\_

**Mason Barney, *Counsel for Named Plaintiffs***

Dated: \_\_\_\_\_

\_\_\_\_\_

**Nicholas Migliaccio, *Counsel for Named Plaintiffs***

Dated: \_\_\_\_\_

\_\_\_\_\_

**Ken Grunfeld, *Counsel for Named Plaintiffs***



Dated: \_\_\_\_\_

\_\_\_\_\_

**Rian Bodner, *Individually and on Behalf of the Primary Settlement Class***

Dated: <sup>05/22/2024</sup> \_\_\_\_\_

*Christopher Aragon*

**Christopher Aragon, *Individually and on Behalf of the***

Dated: \_\_\_\_\_

\_\_\_\_\_

**Candice Zinner, *Individually and on Behalf of the Primary Settlement Class***

Dated: \_\_\_\_\_

\_\_\_\_\_

**Mason Barney, *Counsel for Named Plaintiffs***

Dated: \_\_\_\_\_

\_\_\_\_\_

**Nicholas Migliaccio, *Counsel for Named Plaintiffs***

Dated: \_\_\_\_\_

\_\_\_\_\_

**Ken Grunfeld, *Counsel for Named Plaintiffs***

Dated: \_\_\_\_\_

\_\_\_\_\_


**Rian Bodner, *Individually and on Behalf of the Primary Settlement Class***

Dated: \_\_\_\_\_

\_\_\_\_\_

**Christopher Aragon, *Individually and on Behalf of the Primary Settlement Class***

Dated: 05 / 22 / 2024

\_\_\_\_\_ 

**Candice Zinner, *Individually and on Behalf of the Primary Settlement Class***

Dated: \_\_\_\_\_

\_\_\_\_\_

**Mason Barney, *Counsel for Named Plaintiffs***

Dated: \_\_\_\_\_

\_\_\_\_\_

**Nicholas Migliaccio, *Counsel for Named Plaintiffs***

Dated: \_\_\_\_\_

\_\_\_\_\_

**Ken Grunfeld, *Counsel for Named Plaintiffs***

Dated: \_\_\_\_\_

\_\_\_\_\_

**Rian Bodner, *Individually and on Behalf of the Primary Settlement Class***

Dated: \_\_\_\_\_

\_\_\_\_\_

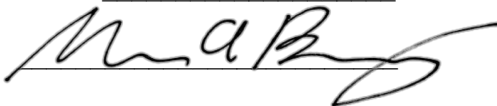
**Christopher Aragon, *Individually and on Behalf of the California Sub-Class***

Dated: \_\_\_\_\_

\_\_\_\_\_

**Candice Zinner, *Individually and on Behalf of the Primary Settlement Class***

Dated: May 23, 2024



**Mason Barney, *Counsel for Named Plaintiffs***

Dated: \_\_\_\_\_



**Nicholas Migliaccio, *Counsel for Named Plaintiffs***

Dated: May 22, 2024

Ken Grunfeld

**Ken Grunfeld, *Counsel for Named Plaintiffs***

Dated: 5/22/2024 \_\_\_\_\_

Hala Baviere \_\_\_\_\_

By: Hala Baviere \_\_\_\_\_

**Vivendi Ticketing US, LLC d/b/a See Tickets**

Dated: \_\_\_\_\_

\_\_\_\_\_

**Aravind Swaminathan, Counsel for Vivendi Ticketing US, LLC d/b/a See Tickets**

Dated: \_\_\_\_\_

\_\_\_\_\_

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

**Vivendi Ticketing US, LLC d/b/a See Tickets**

Dated: 5/22/2024

Aravind Swaminathan

**Aravind Swaminathan, Counsel for Vivendi Ticketing US, LLC d/b/a See Tickets**

**SCHEDULE 1**

**Important Dates**

<b><u>Order Granting Preliminary Approval of the Settlement</u></b>	
See Tickets provides to the Settlement Administrator list of Settlement Class Members	+10 Days
See Tickets pays the Settlement Administrator a portion of the Administrative Costs	+16 Days
Settlement Administrator sends out Notice	+30 Days
<b><u>Notice Date</u></b>	
<b>Plaintiff file motions for Attorneys' Fees and Service Awards</b>	+54 Days
Objection/Opt-Out Deadline	+60 Days
Settlement Administrator sends reminder notice	+65 Days
Settlement Administrator sends opt-out list	+70 days
Claims Deadline	+90 Days
Settlement Administrator sends report listing preliminary information	+100 Days
<b>Filing of final approval motion</b>	+120 Days <sup>1</sup>
Responses to Objections	+127 Days
<b>Final Approval Hearing</b>	+148 Days
<b><u>Effective Date</u></b>	
<b>See Tickets to create and fund Settlement Fund</b>	+30 Days
Settlement Administrator issues final report	+30 Days
<b>Payment of Attorneys' Fees</b>	+35 Days
<b>Payment of Service Payments</b>	+35 Days
<b>Send Credit Monitoring codes</b>	+45 Days
<b>Payment of Initial Cash Distributions</b>	+45 Days

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<sup>1</sup> L.R. 6-1 requires a motion to be filed at least twenty-eight (28) days prior to the hearing.



**EXHIBIT A**

You may be eligible for cash payment and/or Credit Monitoring Services from  
See Tickets but you need to act.

*Si desea recibir esta notificación en español, llámenos o visite nuestra página web.*

**A Court Authorized this Notice.**

This is not spam, an advertisement, or a lawyer solicitation.

A settlement has been reached in a class action lawsuit against Vivendi Ticketing US, LLC or See Tickets (“See Tickets”) that alleges that See Tickets was negligent and breached contractual and statutory duties in connection with a Data Security Incident that occurred starting in February of 2023 and that See Tickets disclosed in September 2023. See Tickets denies all the claims and says it did not do anything wrong.

**ARE YOU INCLUDED?** Yes, See Tickets’ records show that you are an individual whose information was accessed and that you were sent a notification of the Data Security Incident on or about September 11, 2023. Therefore, you are included in this settlement as a “Settlement Class member.”

**WHAT ARE THE SETTLEMENT BENEFITS?** See Tickets has agreed to establish a Settlement Fund of \$3,250,000. Settlement Class members who submit a valid claim will be reimbursed for documented, ordinary, and unreimbursed out-of-pocket expenses up to \$2,000 and extraordinary expenses up to \$5,000. All Settlement Class members may also elect to receive either three years of three-bureau credit monitoring or, alternatively, an Alternative Cash Payment of up to \$100 from the Settlement Fund. California residents will also receive an additional \$100 California Statutory Award pursuant to claims under California law. The Administrative Costs and all Class Counsel Fees will also be paid from the Settlement Fund.

**HOW CAN I FILE A CLAIM?** The only way to file a claim is by filling out a Claim Form available if you:

- Visit the settlement website at [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) or
- Call (XXX) XXX-XXXX.

All claims must be filed *before* **Month Day, 2024**.

**WHAT ARE MY OTHER OPTIONS?** If you do nothing, you will remain in the Settlement Class, you will not be eligible for benefits, you will be bound by the decisions of the Court and give up your rights to sue See Tickets for the claims resolved by this settlement. If you do not want to be legally bound by the settlement, you must exclude yourself by **Month Day, 2024**. If you stay in the Settlement Class, you may object to it by **Month Day, 2024**. A more detailed notice explaining how to exclude yourself or object is available at [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com), or call the phone number below.

**WHEN WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?** On **Month Day, 2024**, the Court will hold a Final Approval Hearing to determine whether to approve the settlement, Class Counsel’s request for Class Counsel Fees and expenses of up to \$812,500 and a service payment of \$2,500 for each Named Plaintiff. The Motion for Class Counsel Fees will be posted on the settlement website after it is filed. You or your own lawyer may ask to appear and speak at the hearing at your own cost, but you do not **have** to.

For more information, call or visit the website below.

[www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com)

(XXX) XXX-XXXX

**EXHIBIT B**

**Long Form Notice**

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

*In re: Vivendi Ticketing US LLC, d/b/a See Tickets Data Security Incident, No. 2:23-cv-07498 (C.D. Cal.)*

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**You may be eligible for cash payment and/or Credit Monitoring Services from See Tickets but you need to act.**

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**A Court Authorized this Class Notice.**

This is not spam, an advertisement, or a lawyer solicitation.

This is a court-authorized Class Notice of a proposed settlement in a class action lawsuit, *In re: Vivendi Ticketing US LLC, d/b/a See Tickets Data Security Incident, No. 2:23-cv-07498*, currently pending in the District Court for the Central District of California. The proposed settlement would resolve a lawsuit that alleges that See Tickets was negligent and breached contractual and statutory duties in connection with a data security incident that See Tickets disclosed in September 2023. See Tickets contests these claims and denies that it did anything wrong. This Class Notice explains the nature of the class action lawsuit, the terms of the settlement, and your legal rights and obligations.

You have legal rights and options that you may act on before the Court decides whether to approve the proposed settlement. Because your rights will be affected by this settlement, it is extremely important that you read this Class Notice carefully. To read the precise terms and conditions of the settlement, you can access a copy of the Settlement Agreement [here \[link to document on website\]](#). You may also contact the Settlement Administrator at (XXX) XXX-XXXX.

Summary of Your Legal Rights and Options in This Settlement		Deadline
<b>Submit a Claim</b>	The only way to be eligible to receive a Claimant Award from this settlement is by submitting a timely and valid Claim Form.	_____, 2024
<b>Opt Out of the Settlement</b>	You can choose to opt out of the settlement and receive no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this settlement. You can elect to have your own legal counsel at your own expense.	_____, 2024
<b>Object to the Settlement and/or Attend a Hearing</b>	If you do not opt out of the settlement, you may object to it by writing to the Court about why you don't like the settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for a Claimant Award.	_____, 2024

<b>Do Nothing</b>	Unless you opt out of the settlement, you are automatically part of the settlement. If you do nothing, you will not get a payment from this settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this settlement.	No Deadline
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**What Is This Action About?** In a class action, one or more people, called class representatives, sue on behalf of people who have similar claims. All of the people with similar claims are Settlement Class members. One court resolves the issues for all Settlement Class members, except those who exclude themselves from the Settlement Class.

In this consolidated Action, Plaintiffs allege that See Tickets was negligent and violated contractual and statutory duties when a third party obtained unauthorized access to payment card information of certain See Tickets customers. See Tickets denies any liability or wrongdoing of any kind associated with the claims in this Action.

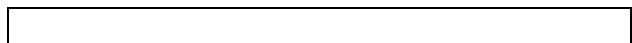
This is just a summary of the allegations. The complaint in the Action is posted at [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) and contains all of the allegations.

**Why Is There a Settlement?** To resolve this matter without the expense, delay, and uncertainties of litigation, the parties reached a settlement. The proposed settlement would require See Tickets to pay money and provide access to a credit monitoring product, and pay Administrative Costs, Class Counsel Fees, and service payments to the Named Plaintiffs, as may be approved by the Court. The settlement is not an admission of wrongdoing by See Tickets and does not imply that there has been, or would be, any finding that See Tickets violated the law.

**Am I a Settlement Class Member?** You are a Settlement Class member if you are a resident of the United States whose information was accessed in the Data Security Incident and you received notice of the Data Security Incident from See Tickets.

**Who Represents Me?** The Court has appointed a team of lawyers as Class Counsel.

<p>Mason A. Barney SIRI &amp; GLIMSTAD LLP 745 Fifth Ave, Suite 500 New York, NY 10151</p> <p>Nicholas Migliaccio MIGLIACCIO &amp; RATHOD, LLP 412 H. St. NE, Suite 302 Washington, DC 20002 T: (202) 470-3520</p> <p>Kenneth Grunfeld KOPELOWITZ OSTROW P.A. One West Las Olas Blvd., Suite 500 Fort Lauderdale, FL 33301</p>
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Class Counsel will petition to be paid legal fees and to be reimbursed for their reasonable expenses from the Settlement Fund. You do not need to hire your own lawyer, but you may choose to do so at your own expense.

**What Are the Settlement Benefits?** See Tickets has agreed to establish a Settlement Fund, by depositing with the Settlement Administrator US \$3,250,000 in cash.

The Settlement Fund will be used to pay Class Counsel Fees and costs, service payments for the Named Plaintiffs and Administrative Costs. After deducting amounts for Class Counsel Fees and costs, a service payment for the Named Plaintiffs, and settlement administration costs, the remaining amount ("**Net Settlement Amount**") will be used to pay timely valid claims.

A Settlement Class member who timely submits a valid and approved Claim Form shall be entitled to a Claimant Award, which includes three categories of awards. Depending on the documentation submitted a Settlement Class member may be eligible for one or both awards:

- I. Cash Payment or Credit Monitoring Services. All Settlement Class members may choose either:
  - A. Three years of three-bureau Credit Monitoring Services; or
  - B. A *pro rata* Alternative Cash Payment of up to \$100 from the funds remaining in the Net Settlement Amount after payment of the Credit Monitoring Services and the following categories of awards.
- II. Reimbursement of Expenses. Any Settlement Class member who spent money as a result of the Data Security Incident, and submits valid documentation to establish this, is eligible for:
  - A. Reimbursement of up to \$2,000 in ordinary documented out of pocket expenses, such as unreimbursed bank fees (for example card replacement and over-limit fees), interest on short term loans, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage incurred, or gasoline for local travel as a result of the Data Security Incident, this would also include the cost of credit reports, credit freezes or credit monitoring the Settlement Class member already purchased in response to the Data Security Incident; and
  - B. Reimbursement of up to \$5,000 in documented extraordinary expenses incurred from identity theft more likely than not caused by the Data Security Incident.
- III. California Resident Benefit. In addition to the above benefits, pursuant to protections in California law, any Settlement Class member who is a resident of California is entitled to a \$100 California Statutory Award.

After calculation of the above categories of awards, if any money remains from the Remaining Net Settlement Amount, that money will be distributed *pro rata* among all Settlement Class members who

timely submitted a valid and approved Claim Form for an Alternative Cash Payment, or if too little money remains to make such a payment, the money will be donated to an appropriate charity.

See Tickets has also agreed to certain enhancements to its data security.

**How Do I Get a Payment?** You must submit a completed Claim Form no later than [Day/Month, 2024]. You may submit a Claim Form online at [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com).

**How Do I Exclude Myself from the Settlement?** If you want to exclude yourself from the Settlement Class, sometimes referred to as “opting out,” you will not be eligible to recover any benefits as a result of this settlement and you will not receive a payment or have any rights under the Settlement Agreement. However, you would keep the right to sue See Tickets at your own expense about the legal issues raised in this lawsuit. You may exclude yourself from the settlement by mailing a written notice to the Settlement Administrator, postmarked on or before [Day/Month, 2024]. Your exclusion request letter must:

- Be in writing;
- State your current address;
- Contain the statement “I request that I be excluded from the Settlement Class in the case of *In re: Vivendi Ticketing US LLC, d/b/a See Tickets Data Security Incident.*”;
- Be signed by you; and
- Be mailed to the Settlement Administrator, [Street Address], [City, State, Zip], postmarked on or before [Day/Month, 2024].

**How Do I Object to the Settlement?**

If you are a Settlement Class member and you do not exclude yourself from the settlement, you can object to the settlement. To do so, you must file your written objection with the Court no later than [Day/Month, 2024], and mail a copy to Class Counsel and See Tickets’ Counsel at the addresses listed below. Your written objection may include any supporting documentation you wish the Court to consider.

If your objection is submitted and overruled by the Court at the Final Approval Hearing, you will remain fully bound by the terms of the Settlement Agreement and the Final Approval Order.

Mailing addresses for Class Counsel and See Tickets’ Counsel are as follows:

<p><b>CLASS COUNSEL:</b></p> <p>Mason Barney SIRI &amp; GLIMSTAD LLP 745 Fifth Ave, Suite 500 New York, NY 10151</p> <p>Nicholas A. Migliaccio MIGLIACCIO &amp; RATHOD LLP 412 H. St. NE, Ste. #302 Washington, D.C. 20002</p> <p>Kenneth Grunfeld KOPELOWITZ OSTROW FERGUSON</p>	<p><b>SEE TICKETS’ COUNSEL:</b></p> <p>Aravind Swaminathan Jacob Heath Rebecca Harlow ORRICK HERRINGTON &amp; SUTCLIFFE LLP 401 Union Street - Suite 3300 Seattle, WA 98101</p>
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WEISELBERG GILBERT One West Las Olas Blvd., Suite 500 Fort Lauderdale, Florida 33301	
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**What Is the Difference Between Objecting and Asking to Be Excluded?**

Objecting means telling the Court that you do not like something about the settlement. You can object to the settlement only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the settlement. If you exclude yourself, you have no basis to object to the settlement because it no longer affects you.

**What Am I Agreeing to By Remaining in the Settlement Class?**

Unless you exclude yourself, you will be part of the Settlement Class and you will be bound by the release of claims in the settlement. This means that if the settlement is approved, you cannot sue, continue to sue, or be part of any lawsuit against See Tickets or the other Released Parties asserting a “Released Claim,” as defined below. It also means that the Court’s Order approving the settlement and the judgment in this case will apply to you and legally bind you.

“Released Claims” means any and all actual, potential, filed, unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, whether based on federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of, or relating to, actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act in connection with the data security incident, and including all claims that were brought or could have been brought in the Action regarding the data security incident, belonging to any and all Settlement Class members, including but not limited to any state law or common law claims that they may have or had, such as under California’s Customer Records Act, California Civil Code section 1798.80, et seq. and/or California’s Consumer Privacy Act, California Civil Code section 1798.100, et seq. Each party expressly waives all rights under California Civil Code section 1542, which provides:

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.

“Released Parties” means See Tickets and its past, present, and future, direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, agents, employees, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors and trustees.

**When Will the Court Decide Whether to Approve the Settlement?** The Court will hold a Final Approval Hearing on [Day/Month, 2024] at XX:XX A.M./P.M. at \_\_\_\_\_ . At that hearing,

the Court will determine the overall fairness of the settlement, hear objections, and decide whether to approve the requested Class Counsel Fees and expenses, service payment for the Named Plaintiff, and Administrative Costs. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) and the Court's docket for updates.

**How Do I Get More Information?** For more information, go to [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com), or call the Settlement Administrator at (XXX) XXX-XXXX. You may also write to the Settlement Administrator via mail to [address] or via email [email address].

**EXHIBIT C**

**ONLINE CLAIM FORM**

***In re: Vivendi Ticketing US LLC, d/b/a See Tickets Data Security Incident, No. 2:23-cv-07498 (C.D. Cal.)***

**Important:** Your Claim Form must be submitted online by **[Month, Day], 2024** in order to be timely and valid. You may submit a Claim Form by completing the form below.

Your failure to submit a timely Claim Form will result in you forfeiting any payment and benefits for which you may be eligible under the settlement.

**To begin your Claim Form, please enter your Claimant ID below.** Your Claimant ID is located in the top right corner of the Class Notice that was emailed to you. If you did not receive a Notice but believe you are a Class Member, or have misplaced your Class Notice, you may call **[(###) ###-####]** to get information regarding your claim.

Claimant ID: \_\_\_\_\_

*(required, must be a valid number)*

OR

Email address: \_\_\_\_\_ AND Name: \_\_\_\_\_

*(required if claimant ID unavailable)*

[NEXT button]

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**Claim Form page:**

This claim form should be filled out online if you are an individual who received notice of the Data Security Incident that Vivendi Ticketing US, LLC, doing business as See Tickets (“See Tickets”), disclosed in September of 2023, pertaining to the cyber-attack against See Tickets. You may get money if you fill out this claim form, if the settlement is approved, and if you are found to be eligible for a payment.

The Class Notice **[link to document on website]** describes your legal rights and options.

If you wish to submit a claim for a settlement payment, you need to provide the information requested below.

**TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST PROVIDE ALL OF THE REQUIRED INFORMATION BELOW AND YOU MUST ELECTRONICALLY SIGN THIS CLAIM FORM.**

First Name \_\_\_\_\_ *(required)* Middle Name \_\_\_\_\_ *(not required)* Last Name \_\_\_\_\_ *(required)*

Mailing Address \_\_\_\_\_ *(required)* City \_\_\_\_\_ *(required)*

State \_\_\_\_\_ *(required)* Zip Code \_\_\_\_\_ *(required)* Country \_\_\_\_\_ *(required, default to United States)*

Telephone Number \_\_\_\_\_ *(required, must be minimum of 10 digits)*

Email Address \_\_\_\_\_ *(required, must be valid email address format)*



**1. ALTERNATIVE CASH PAYMENT OR CREDIT MONITORING**

All Settlement Class members may choose one of the following:

- Send me my activation code for three-year, three- bureau credit monitoring so I can enroll in the credit monitoring services; OR
- Send me a check to the above mailing address for my *pro rata* cash payment of up to \$100 from the funds remaining in the Net Settlement Amount after payment of the credit monitoring and the following categories of awards.

**2. REIMBURSEMENT ELIGIBILITY INFORMATION.**

Check the box for each category of expenses you incurred as a result of the Data Security Incident. Please be sure to fill in the total amount you are claiming for each category and to attach documentation of the charges as described in bold type (if you are asked to provide account statements as part of proof required for any part of your claim, you may mark out any unrelated transactions if you wish). Please provide as much information as you can to help us determine if you are entitled to a settlement payment. You may mark out any transactions that are not relevant to your claim before sending in the documentation.

- Compensation for Ordinary Losses as a result of the Data Security Incident. This category is capped at \$2,000.**

*You must provide supporting documentation. Examples* - bank fees, long distance phone charges, cell phone charges (if charged by the minute), data charges (if charged based on the amount of data used), postage, or gasoline for travel.

**Total amount for this category:**            \$\_\_\_\_\_

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- Compensation for Extraordinary Documented Losses as a result of the Data Security Incident. This category is capped at \$5,000.**

*You must provide supporting documentation. Examples* – fees for credit reports, credit monitoring, or other identity theft insurance, purchased after February 28, 2023, and before [Date For Claims Deadline]. Reimbursements in this category must be more likely than not caused by the Data Security Incident and not already covered and mitigated by the claimant through any existing bank reimbursements, credit monitoring insurance, or identity theft insurance.

Total amount for this category: \$\_\_\_\_\_

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**3. California Statutory Claim Benefits.**

In addition to the following awards, each member of the California Settlement Sub-Class who timely submits a valid Claim Form will be eligible for a California Statutory Award of up to \$100.

Signature\_\_\_\_\_ (required)

Date: (auto-populate)