

## If you purchased tickets from [www.Ticketmaster.com](http://www.Ticketmaster.com) you may be entitled to benefits from a class action settlement.

*This is a court ordered notice. This is not a solicitation from a lawyer.*

- For each ticket order (up to 17 orders) you made from [www.Ticketmaster.com](http://www.Ticketmaster.com) between October 21, 1999 and February 27, 2013, a settlement will provide a credit of \$2.25 for use on future ticket orders. You will receive an additional \$5 credit towards UPS delivery of future orders, for each order where you purchased the UPS delivery option (up to 17 purchases).
- If less than \$42 million in discounts are used by Class Members, Ticketmaster will make free tickets available to Class Members, on a first-come, first-served basis, in an amount sufficient to reach \$42 million when combined with the discounts that are used.
- Court appointed lawyers for the Class will ask the court for up to \$15 million in fees and up to \$1.5 million in expense reimbursement. The court will determine the amount of any fees, and that amount will be paid by Ticketmaster. The fees will not reduce any benefits to the Class. Over the past 11 years, the lawyers for the Class have invested over \$7.5 million in time, and \$1.25 million in expenses in pursuing this case for the Class.
- The Settlement also provides a \$3 million contribution to the University of California Irvine School of Law to fund a permanent consumer law clinic.
- The Plaintiffs in this case claim that certain fees on [www.Ticketmaster.com](http://www.Ticketmaster.com) were deceptive or excessive and improper. The two sides disagree on whether the Class would have won if the case went to trial, and how much money the Class could have recovered even if they won. This settlement is a compromise of both sides' rights.

### SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING AND RECEIVE THE BENEFITS	You do not need to do anything to obtain the benefits of this settlement. If you do nothing and the Settlement is approved by the Court, you will automatically receive the codes for discounts on future purchases, and the codes for free tickets if they are made available. The codes will be sent by email and will be available on your "my account" page of Ticketmaster's website
EXCLUDE YOURSELF	You will not obtain any benefits from this case.
OBJECT	If you do not think the Settlement is fair, you may file an objection with the Court explaining your position. You may hire an attorney to represent you, but are not required to do so.

- These rights and options – and the deadlines and requirements to exercise them – are explained in this notice. The Court in charge of this case still has to decide whether to approve the Settlement. Benefits will be distributed if the Court approves the Settlement and the appeals process is completed. Please be patient.

Questions? Please visit [www.ticketfeelitigation.com](http://www.ticketfeelitigation.com) or call Plaintiffs' counsel. Please do not call the court if you have questions about this case.

#### Basic Information

- Why did I get this Notice?** After several mediation sessions before impartial mediators, the parties have reached the proposed Settlement for this case, which must be approved by the Court. If you have received this notice by email, it is because Ticketmaster's records reflect that you are a member of the Class. You may also be a member of the UPS Subclass. The purpose of this notice is to inform you of the terms of the Settlement, the benefits available to you under it, how this lawsuit and the Settlement may affect your legal rights, important upcoming deadlines relating to the Settlement, and the steps you must take if you want to object to or opt out of the Settlement.
- What is the name of the case and where is it filed?** The case is *Schlesinger, et. al. v. Ticketmaster*, Case No. BC304565. It is pending in the Superior Court of the State of California – Los Angeles, Central Civil West Courthouse– Department 310.
- What is this case about?** Plaintiffs claim that some of Ticketmaster's fees are deceptive and misleading. They claim that Ticketmaster's description of its fees is deceptive and suggests that the fee for UPS delivery of tickets is a pass-through of the amount that UPS charged Ticketmaster for that delivery. Plaintiffs also claim that Ticketmaster's description of its fees caused customers to believe its Order Processing Fee was based on or related to Ticketmaster's costs in processing orders, but was not based on those costs and was actually a profit generator which Ticketmaster required customers to pay.
- What does Ticketmaster say about the case?** Ticketmaster denied all of Plaintiffs' claims, and has defended this litigation for more than ten years. In addition to denying the merits of Plaintiffs' claims, Ticketmaster opposed Plaintiffs' request that the Court certify this case as a class action. If the Settlement is not approved, Ticketmaster will continue to fight the case and the only way that you and the other Class Members will recover anything is if Plaintiffs ultimately win the case at trial or if the parties subsequently reach another settlement that is approved by court.
- Why is this case a class action and who is included?** After reviewing extensive evidence and legal arguments, the Court determined that the case should proceed as a class action. Plaintiffs asked the Court to certify the case as a class action. Ticketmaster vigorously opposed the case being certified as a class action. On February 5, 2010, the Court certified the case as a class action only on behalf of California residents who purchased tickets from [www.Ticketmaster.com](http://www.Ticketmaster.com), including a subclass of consumers who also purchased UPS delivery for those tickets. Plaintiffs appealed that decision, to the extent the Court did not include consumers residing outside of California. In September 2010, the Appellate Court ordered that the case be certified as a nationwide class action. The trial court then issued an Order certifying a nationwide class covering purchases made from the Website from October 21, 1999 through May 31, 2010. For purposes of this settlement, Ticketmaster has agreed to expand the Class to include customers who purchased tickets through February 27, 2013. Specifically, the Class includes all consumers who (1) purchased tickets on Ticketmaster's website from October 21, 1999 through February 27, 2013, (2) paid money to Ticketmaster for an OPF that was not fully refunded, (3) did not and do not opt-out of the Class, and (4) were residents of one of the fifty United States at the time of their purchase, including persons who placed, and then cancelled, a ticket order without obtaining a full refund of the OPF. Certain people are excluded from the Class. They are (a) Ticketmaster, (b) any entities in which Ticketmaster has a controlling interest or which have a controlling interest in Ticketmaster, (c) the officers, directors, employees, affiliates, and attorneys of Ticketmaster, or (d) any employee or officer of the Court or their immediate family members. If you also purchased UPS delivery for your tickets, then you are also a member of the "UPS Subclass."
- Who can I contact regarding the Settlement, and who represents the parties?**

**Class Counsel:** The Class Members are represented by Lead Class Counsel, who have been litigating the case on behalf of the Class since it was filed in 2003. The Court has evaluated the qualifications and efficacy of these attorneys and certified them to represent the Class. They are:

Robert J. Stein III, Esq.  
ALVARADO SMITH, APC  
1 MacArthur Place, Suite 200  
Santa Ana, CA 92707  
Tel: (714) 852-6837  
Fax: (714) 852-6899  
Email: [rstein.settlement@alvaradosmith.com](mailto:rstein.settlement@alvaradosmith.com)

Steven P. Blonder, Esq.  
MUCH SHELIST, P.C.  
191 North Wacker Dr., Suite 1800  
Chicago, IL 60606  
Tel: (312) 521-2402  
Fax: (312) 521-2100  
Email: [sblonder.settlement@muchshelist.com](mailto:sblonder.settlement@muchshelist.com)

Ticketmaster is represented by:

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

**The Claims Administrator:** The court appointed Claims Administrator in this matter is The Garden City Group, Inc ("GCG"). You may reach the Claims Administrator by e-mail, fax, mail or telephone using the following contact information:

*Schlesinger v. Ticketmaster*  
c/o GCG  
P.O. Box 9731  
Dublin, OH 43017-5631

Email: [ticketfeelitigation@gcgcinc.com](mailto:ticketfeelitigation@gcgcinc.com)  
Toll-free telephone number: (877) 317-9139  
Fax number: (206) 876-5201

## Settlement Terms

### 1. If the Court approves the Settlement, and I stay in the Class, what do I get?

(a) **All Class Members receive discounts for future ticket purchases.** You will receive Discount Codes via email, and the Discount Codes will also be available through an active link on your "my account" webpage on the Website. These codes will give you a discount of \$2.25 each when applied toward subsequent purchases of primary tickets on the Website for events in the United States (except for events at AEG owned or operated venues). You will receive one Discount Code for each purchase transaction you made over the Website during the Class Period, up to a maximum of 17 Discount Codes. You can use two Discount Codes at the same time, for a \$4.50 discount. Discount Codes are not transferable and may only be used by you, and each code can only be used once.

(b) **UPS Subclass Members receive additional discounts on future UPS ticket deliveries.** If you are a member of the UPS Subclass, in addition to the \$2.25 Discount Codes that all Class Members receive, you will also receive UPS Discount Codes (sent via email and available on your "my account" webpage), for a \$5.00 credit against your next UPS charge (or some other overnight delivery service that Ticketmaster may offer in the future) when ordering tickets over the Website. You will receive one UPS Discount Code for each purchase you made over the Website during the Class Period where you paid Ticketmaster to arrange to have your tickets shipped via UPS (again, up to a maximum of 17 UPS Discount Codes). You can use two UPS Discount Codes at the same time (for a \$10 discount) and the UPS Discount can be used in connection with the \$2.25 (OPF) Discount Codes that you will also receive. UPS Discount Codes are not transferable and may only be used only by you, and each code can only be used once.

2. **What happens if not many Class Members use the Discount Codes?** If the Settlement is approved, Ticketmaster will issue approximately \$386 million in Discount Codes, including the UPS Discount Codes, which are good for four years. If the Class Members do not use at least \$42 million worth of codes, Ticketmaster has agreed to make free tickets for certain events available to Class Members on a first-come, first-served basis. Ticketmaster will make enough of the free tickets available to make up for the difference between the amount of discounts that are redeemed and \$42 million. You will not have to wait four years to determine if any free tickets will be issued. Beginning a year after the Discount Codes are first issued, the parties will evaluate their redemption rates, and if less than \$10.5 million a year in discounts have been redeemed, Ticketmaster will make free tickets available.

The process for getting free tickets is as follows: Along with the Discount Codes, you will automatically receive, via email and an active link on your "my account" webpage, a separate set of codes (one per transaction over the Class Period, with a cap of 17 codes) that you may redeem for a pair of free concert tickets at certain Live Nation owned or operated venues ("Ticket Codes"). If less than \$10.5 million in Discount Codes are redeemed per year, Ticketmaster will make a sufficient number of tickets available to be claimed via the Ticket Codes to equal or exceed the value of the shortfall in the redemption of the Discount Codes, subject to certain limitations set forth in the Settlement Agreement. You may redeem each Ticket Code for two free tickets, with a maximum of two Ticket Codes (four tickets) per event. The tickets will be for general admission seating at designated concert events at certain Live Nation owned or operated venues. You can only use each Ticket Code once. Although you cannot transfer the Ticket Codes, you may freely transfer any tickets that you obtain using the codes. Any free tickets will be made available at the same time the tickets go on sale to the general public. There will be a limited number of free tickets, and they will be issued on a first-served basis as described in the Settlement Agreement.

3. **What if I lose my Discount Codes or change my email address?** All of the Discount Codes will be accessible to you on your "my account" webpage on Ticketmaster's website. The codes are associated with your email address on file. If you change your email address, and the Discount Codes are no longer reflected, there will be a link on the Claims Administrator's website, [www.ticketfeelitigation.com](http://www.ticketfeelitigation.com), where you can update your information so that you can use your Discount Codes.

4. **What if I think I did not get all the Discount Codes that I should have?** If there is a dispute regarding your settlement amount, or any other aspect of your participation in the Settlement (other than objections as set forth above), the dispute shall be decided by the Honorable John Wagner (Ret.).

5. **Are there any other benefits under the Settlement?** Yes, there are several additional benefits.

(a) **Ticketmaster will pay \$3 million to the University of California, Irvine School of Law to be used for the benefit of consumers like yourself.** In addition to the benefits set forth above, Ticketmaster will also make a \$3 million cash payment to the University of California, Irvine School of Law's Consumer Law Clinic. The money will establish the Consumer Law Clinic as a permanent clinic, and will be used to: (i) provide direct legal representations for clients with consumer law claims, (ii) advocate for consumers through policy work, and (iii) provide free educational tools (including online tutorials) to help consumers understand their rights, responsibilities and remedies for online purchases.

(b) **Changes to Ticketmaster's Website.** Ticketmaster has changed its Website and FAQs to add disclosures clarifying that Ticketmaster's OPF may include a profit and is not limited to its order processing costs, and that its Delivery Price for expedited delivery via UPS may include a profit to Ticketmaster and is not the same as what UPS charges Ticketmaster. Although the specific language may be modified in Ticketmaster's discretion, the same basic message must continue to be conveyed with respect to any ticket sales for which Ticketmaster charges a separate order processing fee and/or Delivery Price.

6. **Who pays for the attorneys' fees and other costs associated with the case?** Under the Settlement, Ticketmaster will pay all of the attorneys' fees and out-of-pocket expenses for the attorneys that have been certified to represent the Class and for the costs of administering the Settlement. You will not be required to pay any attorneys' fees or costs from your share of the Settlement. Lead Class Counsel will file with the Court an application (the "Fee Motion") asking for an award of up to \$14,960,000 in attorneys' fees, which, if awarded by the Court, would represent a "multiplier" of less than 1.9 times Lead Class Counsel's "lodestar" as of March 31, 2012. The lodestar is the amount of time the lawyers for the Class have spent working on this case over the past ten years, multiplied by their hourly rates. Lead Class Counsel will also seek to recover the costs and expenses they have spent pursuing this case, not to exceed \$1.5 million. The Court will decide the amount of any fees and expenses to be paid to Lead Class Counsel. Ticketmaster will pay attorneys' fees, costs and expenses to Lead Class Counsel in the amounts determined by the Court, provided such amounts do not exceed the aforementioned limitations. These amounts are in addition to any other recoveries provided for in the Settlement. They do not come out of, and will not affect, the recoveries available to you and other Class Members. If the Court awards less than \$14,960,000 in attorneys' fees and/or \$1.5 million in costs and expenses, you and the other members of the Class will not receive, or have any claim to the money representing the difference between the agreed upon limits and the amounts awarded.

7. **Do the people who brought this case get anything extra?** Plaintiffs will ask the Court to make incentive awards not to exceed a total of \$40,000 for the Individual Plaintiffs who have pursued the case for the Class. The Court will decide what amounts, if any, to award to each Plaintiff. Ticketmaster has agreed to pay any incentive awards approved by the Court up to a total limit of \$40,000. This amount is in addition to any other recoveries provided for in the Settlement. It does not come out of, and will not affect, the recoveries available to you or other Class Members. If the Court awards less than \$40,000 in incentive awards, neither you nor other members of the Class will have any claim to the money representing the difference between the agreed upon limits and the amounts awarded.

8. **What am I giving up under the Settlement?** You are releasing certain claims that you may have against Ticketmaster. The complete release is contained in the Settlement Agreement. In summary, if the Court grants final approval of the Settlement, you will be deemed to have fully and finally released and discharged Ticketmaster and its related entities from any and all claims relating in any manner to the allegations made in connection with the claims alleged by Plaintiffs in this case. If you want more details about the scope of the release, you should read the Settlement Agreement, which is posted on the Litigation Website, [www.ticketfeelitigation.com](http://www.ticketfeelitigation.com).

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

9. **How do I get more information about this settlement?** The Claims Administrator has set up the website [www.ticketfeelitigation.com](http://www.ticketfeelitigation.com) to provide you with additional information regarding the lawsuit and Settlement and to allow you to update your email information. The Litigation Website includes copies in downloadable .pdf format of this notice, the Settlement Agreement, the most recent version of the Complaint in this case, the Motion for Preliminary Approval of this Settlement filed by Plaintiffs' attorneys, and the Court Order granting Preliminary Approval. The Litigation Website also provides a means for Class Members to make inquiries electronically to the Claims Administrator regarding this Settlement and other important information relating to the Settlement.

Additionally, any Class Member is free to inspect the Court file, which is located at the Los Angeles County Superior Court, Department 310, 600 South Commonwealth Avenue, Los Angeles, California 90005.

### What Happens Now – What are my Options?

1. **When will Court decide whether to approve the Settlement?** You will not receive any benefits unless the Court decides that the Settlement is fair and approves it. The court will hold a hearing to decide whether to approve the Settlement on January 13, 2015 at 10:00 am in Department 310 of the Los Angeles Superior Court, located at 600 South Commonwealth Ave., Los Angeles, CA 90005. This hearing is called the "Final Approval Hearing." All of the documents filed in support of, or arguing against, the Settlement, including the attorneys' fees and expenses, and the awards to the named plaintiffs, will be filed in advance of the hearing and will be publicly available from the Court file. If you file a timely objection (explained below), you may (but are not required to) supplement your objection by timely filing a written opposition to any specific motion or application that has been filed with the Court, in accordance with the California Code of Civil Procedure. Any supplemental oppositions must be served on Plaintiff's counsel by personal or overnight delivery at the address below by no later than December 1, 2014. The Settlement will not be final or take effect until 5 days after Final Approval as defined in the Settlement Agreement (which means five days after no party can make any further appeal in this case).

2. **How do I participate in the Settlement – What happens if I do nothing?** You do not have to do anything to participate in the Settlement. If it is approved, you will automatically receive all of the Discount Codes you are entitled to. If the Court grants final approval of the Settlement, and if you do not properly and timely opt out of the Class, then you will automatically be included in the Class and the Subclass, as applicable. You will be bound by the terms of the Settlement Agreement and any Court Order approving the Settlement and Judgment, and will release your claims against Ticketmaster.

3. **What if I do not want to be part of this case?** If you do not want to be included in this case, you may exclude yourself by sending a written request to opt-out to the Claims Administrator at this address: *Schlesinger v. Ticketmaster* c/o GCG, P.O. Box 9731 Dublin, OH 43017-5631 postmarked on or before September 15, 2014 or by e-mail to: [ticketfeelitigation@gcgcinc.com](mailto:ticketfeelitigation@gcgcinc.com) sent by no later than 5 p.m. Pacific Daylight Time on September 15th, 2014. Additionally, you may opt-out online at [www.ticketfeelitigation.com](http://www.ticketfeelitigation.com) on or before September 15, 2014, by no later than 5 p.m. Pacific Daylight Time. If you opt-out of the Class, you will not receive any benefits, and if the Settlement is approved, you will not release your claims against Ticketmaster, and you will not be bound by any judgment in this case.

**4. What if I want to object to the Settlement?** If you do not exclude yourself from the Settlement, you have the right to object to any aspect of the proposed Settlement, including the relief provided to the Class Members and/or the attorneys' fees and expenses, and/or the incentive awards. You may make your objections personally or through any attorney that you hire. Even if you object to the Settlement, you will still be a Class Member and may still be entitled to share in the Settlement proceeds. The following is a summary of the requirements for filing an objection.

To be valid and considered by the Court, any objections by you must be submitted in writing, must be filed with the Clerk of the Court – DO NOT MAIL OR ATTEMPT TO FILE DOCUMENTS WITH THE JUDGE, THEY MUST BE FILED WITH THE CLERK OF THE COURT – and served by mail and/or email on Lead Class Counsel by September 15, 2014. Your objection must include the following information: (1) a heading referring to the Action; (2) your name, address, telephone number, email address, and the contact information for any attorney retained by you in connection with the objection; (3) any email addresses used by you in connection with the purchase of tickets from Ticketmaster's website during the from October 21, 1999 to present, and, to the best of your ability, the identification (description, date and location of the event, date of ticket purchase, number of tickets purchased, and whether or not the tickets were delivered by UPS) of all purchases you made from Ticketmaster's website during the Class Period; (4) a detailed statement of each objection you are making, the basis for each objection, and the relief that you are requesting; (5) a statement of whether you intend to appear, either in person or through an attorney, at the Final Approval Hearing; (6) if you intend to appear through counsel, you must identify the counsel's name, address, phone number, email address, and the state bar(s) to which the counsel is admitted, and any Points and Authorities in support of your objections should contain any and all legal authority upon which you will rely; and (7) if you are going to request the Court allow you to call witnesses at the Final Approval Hearing, you should provide Plaintiff's counsel a list of any such witnesses together with a brief summary of each witness's expected testimony at least thirty (30) days prior to the Final Approval Hearing. Failure to provide this list of witnesses may prevent a witness from testifying at the hearing. However, submitting this list does not guarantee that the witnesses shall be allowed to testify. Any counsel retained by you in connection with an objection shall identify all objections they have filed to class action settlements from January 1, 2010 to present, and identify the results of each objection, including any Court opinions ruling on the objections. Objector's counsel shall also identify if they have ever been sanctioned by a Court in connection with filing an objection.

If you file an objection, you must make yourself available for deposition upon ten days written notice, although the parties will work to accommodate your schedule to the extent practical. Also, for your convenience, the deposition must be taken within 40 miles of your residence, unless you agree to a different location.

An original and one copy of any objections you prepare shall be timely filed with the Clerk of the Court at the following address: Los Angeles Superior Court, Department 310, 600 South Commonwealth Avenue, Los Angeles, California 90005. Copies of all documents filed with the Clerk of the Court must also be sent to Plaintiffs' counsel at the following address:

Robert J. Stein III, Esq.  
AlvaradoSmith  
1 MacArthur Place, Suite 200  
Santa Ana, CA 92707  
Tel: (714) 852-6837  
Fax: (714) 852-6899  
Email: [rstein.settlement@alvaradosmith.com](mailto:rstein.settlement@alvaradosmith.com)

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The Superior Court of the State of California, County of Los Angeles, has ordered this email notice to be sent. If you wish to UNSUBSCRIBE from future email messages from the Claims Administrator with regard to this settlement, please click on this [link](#).