SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

HO KI MOK, individually and on behalf of all others similarly situated, Plaintiff, v. ATG TICKETS US, LLC, Defendant.	Index No. 505464/2024

CLASS ACTION SETTLEMENT AGREEMENT

This Agreement ("Agreement" or "Settlement Agreement") is entered into by and among (i) Plaintiff Ho Ki Mok ("Plaintiff" or "Class Representative" as defined herein); (ii) each and every member of the Settlement Class (as defined herein); and (iii) Defendant ATG Tickets US, LLC ("Defendant" or "ATG"). The Settlement Class and Plaintiff are collectively referred to as the "Plaintiffs" unless otherwise noted. The Plaintiff and the Defendant are collectively referred to herein as the "Parties". This Agreement is intended by the Parties to fully, finally and forever resolve, discharge, and settle the Released Claims (as defined herein), upon and subject to the terms and conditions of this Agreement, and subject to the final approval of the Court.

RECITALS

A. On February 23, 2024, Plaintiff filed a putative class action in the Supreme Court of the State of Kings, County of New York (the "Action" as defined herein). The material allegations of the Complaint centered on Defendant's alleged failure to timely disclose an "order processing fee" for the online purchase of tickets through Defendant's website in alleged violation of New York Arts and Cultural Affairs Law ("ACAL") § 25.07(4). (NYSCEF Doc.

No. 1.)

B. Before Defendant formally responded to the Complaint, Plaintiff and Defendant engaged in direct communication and, as part of their obligation under 22 NYCRR 202.12, discussed the prospect of resolution.

C. As part of the settlement negotiations, Plaintiff and Defendant exchanged in informal discovery, including on issues such as the size and scope of the putative class and the amount of Order Processing Fees Defendant collected during the relevant period. Given that this information would have been, in large part, the same information produced in formal discovery related to issues of class certification and summary judgment, the Parties had sufficient information to assess the strengths and weaknesses of their respective claims and defenses.

D. Following the exchange of informal discovery, counsel for the Parties had numerous conferences and, on December 6, 2024, the Parties reached agreement on material terms of a class action settlement and executed a term sheet.

E. Defendant believes that the claims asserted in the Action against it have no merit and that it would have prevailed on a motion to dismiss, a motion for summary judgment, and/or at trial, and that Plaintiff would not have been able to certify a class under the requirements of Civil Practice Law and Rules ("CPLR") 901. Defendant has denied, and continues to deny, any wrongdoing, liability, or fault whatsoever, and has expressly denied, and continues to deny, that it committed, or attempted to commit, any wrongful or unlawful act or violation of law or duty alleged in the Action. Defendant has opposed, and continues to oppose, certification of a litigation class in this Action. Nonetheless, taking into account the potential further expense, inconvenience, and burden, as well as the uncertainty and risks inherent in any litigation, Defendant has concluded that it is desirable and beneficial that the Action be fully and finally

settled and terminated in the manner and upon the terms and conditions set forth in this Agreement.

F. Plaintiff believes that the claims asserted in the Action against Defendant have merit and that she would have prevailed at summary judgment and/or trial. Nonetheless, Plaintiff and Class Counsel (defined below) recognize that Defendant has raised factual and legal defenses that present a risk that Plaintiff may not prevail. Plaintiff and Class Counsel also recognize the expense and delay associated with continued prosecution of the Action against Defendant through a motion to dismiss, class certification, summary judgment, trial, and any subsequent appeals. Plaintiff and Class Counsel also have taken into account the uncertain outcome and risks of litigation, especially in complex class actions, as well as the difficulties inherent in such litigation. Therefore, Plaintiff believes it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice. Based on its evaluation, Class Counsel has concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to settle the claims raised in the Action pursuant to the terms and provisions of this Agreement.

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

AGREEMENT

1. DEFINITIONS.

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

1.1 **"Action"** means *Mok v. ATG Tickets US, LLC*, Index No. 505464/2024, pending in the Supreme Court of the State of New York, County of Kings.

1.2 **"Alternate Judgment"** means a form of final judgment that may be entered by the Court herein, but in a form other than the form of judgment provided for in this Agreement and where none of the Parties elect to terminate this Settlement by reason of such variance.

1.3 **"Approved Claim"** means a Claim Form submitted by a Settlement Class Member that is: (a) submitted timely and in accordance with the directions on the Claim Form and the provisions of the Settlement Agreement; (b) fully and truthfully completed by a Settlement Class Member with all of the information requested in the Claim Form; (c) signed by the Settlement Class Member, physically or electronically; and (d) approved by the Settlement Administrator pursuant to the provisions of this Agreement.

1.4 **"Cash Award"** means the cash compensation that each Settlement Class Member who submits an Approved Claim shall be entitled to receive.

1.5 **"Claim Form"** means the document substantially in the form attached hereto as Exhibit A, as approved by the Court. The Claim Form, to be completed by Settlement Class Members who wish to file a claim for a payment, shall be available on the Settlement Website.

1.6 **"Claims Deadline"** means the date by which all Claim Forms must be postmarked or received to be considered timely and shall be set as a date no later than thirty (30) days after the Final Approval Hearing. The Claims Deadline shall be clearly set forth in the

Preliminary Approval Order as well as in the Notice and Claim Form. Failure to submit a timely claim by the Claims Deadline will prevent a Settlement Class Member from receiving a settlement payment.

1.7 **"Class Counsel"** means Rachel Dapeer of Dapeer Law, P.A. and Philip L. Fraietta of Bursor & Fisher, P.A.

1.8 **"Class Representative"** means the named Plaintiff in this Action, Ho Ki Mok.

1.9 **"Court"** means the Supreme Court of the State of New York, County of Kings.

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

1.11 **"Defendant"** means ATG Tickets US, LLC.

1.12 **"Defendant's Counsel"** means Prana A. Topper, Matthew F. Bruno, and Christine M. Reilly of Manatt, Phelps & Phillips, LLP.

1.13 **"Effective Date"** means the date ten (10) days after which all of the events and conditions specified in Paragraph 9.1 have been met and have occurred.

1.14 "**Fee Award***"* means the amount of attorneys' fees, costs, and expenses awarded by the Court to Class Counsel, which will be paid by Defendant pursuant to the terms set forth herein.

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

1.16 "Final Approval Hearing" means the hearing before the Court where the Parties will request the Final Judgment to be entered by the Court approving the Settlement Agreement, the Fee Award, and the Service Award to the Class Representative.

1.17 "Final Judgment" means the Final Judgment and Order (i.e., Final Approval Order) to be entered by the Court approving the Agreement after the Final Approval Hearing.

1.18 "Hudson Theatre Website" means the Hudson Theatre's website, which is available at https://www.thehudsonbroadway.com/.

1.19 "Kings Theatre Website" means the King Theatre's website, which is available at https://www.kingstheatre.com/.

1.20 "Lyric Theatre Website" means the Lyric Theatre's website, which is available at https://www.lyricbroadway.com/.

1.21 "Notice" means the notice of this proposed Class Action Settlement Agreement and Final Approval Hearing, which is to be sent to the Settlement Class substantially in the manner set forth in this Agreement, is consistent with the requirements of Due Process and CPLR 904, and is substantially in the form of Exhibits A, B, and C hereto.

1.22 "Notice Date" means the date by which the Notice set forth in Paragraph 4.1(b) is first sent, which shall be no later than sixty (60) days after the Court's entry of the Preliminary Approval Order.

1.23 "Objection/Exclusion Deadline" means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a Person within the Settlement Class must be made, which shall be designated as a date no later than sixty (60) days after the Notice Date and no sooner than fourteen (14) days after papers supporting the Fee Award are filed with the Court and posted to the Settlement Website listed in Paragraph 4.1(d), or such other date as ordered by the Court.

1.24 "Order Processing Fee" means any per order processing fee in connection with tickets purchased online through the (i) Kings Theatre Website from March 27, 2023 to and including March 12, 2024 (for seated tickets) or from March 27, 2023 to and including March 27, 2024 (for General Admission Pit tickets); (ii) Hudson Theatre Website from August 29, 2022 to and including March 12, 2024; and/or (iii) Lyric Theatre Website from August 29, 2022 to and including March 12, 2024.

1.25 "Person" shall mean, without limitation, any individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, affiliates, parents,

predecessors, successors, representatives, or assigns, subsidiaries, insurers, and their past, present and future directors, officers, shareholders, members, faculty, employees, agents, and attorneys both individually and in their capacities as directors, officers, shareholders, members, employees, agents, and attorneys. "Person" is not intended to include any governmental agencies or governmental actors, including, without limitation, any state Attorney General office.

1.26 "Plaintiffs" means the Class Representative and the Settlement Class Members.

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

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

1.29 "Released Claims" means any and all actual, alleged, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, suits, claims, liens, demands, liabilities, rights, causes of action, contracts or agreements, extra contractual claims, statutory claims, damages, punitive, exemplary, statutory or multiplied damages, expenses, judgments, costs, attorneys' fees and/or obligations (including "Unknown Claims," as defined below), and all other legal responsibilities in any form or nature, whether in law or in equity, accrued or un-accrued, direct, individual or representative, of every nature and description whatsoever, including, but not limited to, all claims relating to or arising out of the ACAL or other state, federal, local, statutory or common law or any other law, rule, ordinance, or regulation, whether past, present, or future, asserted or unasserted, by Plaintiff and all

Settlement Class Members against the Released Parties, or any of them, arising out of or in any way related to Order Processing Fees in connection with online ticket sales through the: (i) Kings Theatre Website from March 27, 2023 to and including March 12, 2024 (for seated tickets) or from March 27, 2023 to and including March 27, 2024 (for General Admission Pit tickets); (ii) Hudson Theatre Website from August 29, 2022 to and including March 12, 2024; or (iii) Lyric Theatre Website from August 29, 2022 to and including March 12, 2024, including but not limited to all claims that were brought or could have been brought in the Action.

1.30 "Released Parties" means ATG Tickets US, LLC and each and all of its current, former, and future parents, predecessors, successors, affiliates, assigns, subsidiaries, divisions, or related corporate entities, and all of their respective current, future, and former employees, officers, directors, shareholders, associates, assigns, agents, representatives, partners, trustees, administrators, executors, insurers, attorneys, licensors, licensees, customers, consultants, independent contractors, vendors, managing directors, principals, members, equity holders, accountants, financial and other advisors, underwriters, lenders, auditors, investment advisors, legal representatives, successors in interest, firms, trusts, and corporations

1.31 "Releasing Parties" means Plaintiff, those Settlement Class Members who do not timely opt out of the Settlement Class, and all of their respective present, future, or past heirs, executors, estates, administrators, representatives, beneficiaries, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, vendors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest,

assigns and companies, firms, trusts, corporations, and all those who claim through them or who assert or could assert claims on their behalf.

1.32 "Service Award" means any Court-approved award to the Class Representative, in her capacity as individual class representative, as set forth in Paragraph 8.3.

1.33 "Settlement" means the settlement of the Action effectuated upon and subject to the terms and conditions of this Agreement.

1.34 "Settlement Administration Expenses" means the expenses incurred by the Settlement Administrator in providing Notice, establishing a settlement website, processing claims, responding to inquiries from members of the Settlement Class, providing compensation to Settlement Class Members for Approved Claims, mailing checks, providing related services, and paying any taxes and tax expenses related to the administration of the Settlement (including all federal, state or local taxes of any kind and interest or penalties thereon, as well as expenses incurred in connection with determining the amount of and paying any taxes owed and expenses related to any tax attorneys and accountants).

1.35 "Settlement Administrator" means Angeion Group, or such other reputable administration company that has been selected jointly by the Parties and approved by the Court to perform the duties set forth in this Agreement, including but not limited to overseeing the distribution of Notice, as well as the processing and payment of any claims to the Settlement Class as set forth in this Agreement, handling all approved payments, and handling the determination, payment, and filing of forms related to all federal, state and/or local taxes of any kind (including any interest or penalties thereon) that may be owed related to the administration of this Settlement.

1.36 "Settlement Cap" means the gross amount of $997,380.00 USD. This Settlement Cap shall represent Defendant's maximum financial obligation under this Settlement Agreement. The following shall be subject to the Settlement Cap: (i) Cash Payments for all Approved Claims; (ii) any Fee Award approved by the Court; (iii) any Service Award approved by the Court; and (iv) all Settlement Administration Expenses.

1.37 "Settlement Class" means all individuals in the United States who paid an Order Processing Fee when purchasing tickets online through the: (i) Kings Theatre Website from March 27, 2023 to and including March 12, 2024 (for seated tickets) or from March 27, 2023 to and including March 27, 2024 (for General Admission Pit tickets); (ii) Hudson Theatre Website from August 29, 2022 to and including March 12, 2024; and/or (iii) Lyric Theatre Website from August 29, 2022 to and including March 12, 2024. Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this Action and members of their families; (2) the Defendant, Defendant's subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, directors, agents, attorneys, and employees; (3) persons who properly execute and submit a timely and valid request for exclusion from the class; (4) the legal representatives, successors or assigns of any such excluded persons; and (5) Class Counsel.

1.38 "Settlement Class Member" means an individual who falls within the definition of the Settlement Class as set forth above and who has not submitted a timely and valid request for exclusion from the Settlement Class.

1.39 "Settlement Website" means the dedicated website created and maintained by the Settlement Administrator, which will contain relevant documents and information about the Settlement, including this Settlement Agreement, the long-form Notice and the Claim Form, as

well as web-based forms for Settlement Class Members to submit electronic Claim Forms, requests for exclusion from the Settlement, and updated postal addresses to which Cash Awards for Settlement Class Members who elect to receive payment via check should be sent after the Settlement becomes Final.

1.40 "Unknown Claims" means claims that could have been raised in the Action and that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him or her, might affect his or her agreement to release the Released Parties or the Released Claims or might affect his or her decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of § 1542 of the California Civil Code, which provides as follows:

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

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

2. SETTLEMENT RELIEF.

2.1 Payments to Settlement Class Members.

(a) Settlement Class Members shall have until the Claims Deadline to submit a Claim Form for approval by the Settlement Administrator as an Approved Claim. A maximum of one claim, submitted on a single Claim Form, may be submitted by each Settlement Class Member.

(b) Each Settlement Class Member with an Approved Claim shall be entitled to receive a one-time Cash Award consisting of one or more of the amounts listed below for each theatre that is applicable to each Settlement Class Member's Approved Claim:

i. $5.00 for Kings Theatre;

ii. $3.00 for Hudson Theatre; and/or

iii. $3.50 for Lyric Theatre.

The Settlement Administrator shall pay all Cash Awards to those Settlement Class Members with Approved Claims by check or electronic payment, such as via Venmo, PayPal, Zelle, or Virtual Prepaid Card, at the Settlement Class Member's election.

(c) Within fifteen (15) days after the Final Judgment becomes Final, the Settlement Administrator shall (i) working with Defendant, establish an account to contain the anticipated payment of any Approved Claims for Cash Payments (the "Cash Payment Fund"); and (ii) confirm with Defendant's Counsel and Class Counsel the amount of Cash Awards for Settlement Class Members with Approved Claims. Within thirty (30) days of the Effective Date, Defendant shall wire or cause to be wired the proceeds for the Cash Payment Fund to the Settlement Administrator for distribution to Settlement Class Members. Payment of the Cash

Award to all Settlement Class Members with Approved Claims shall be made by the Settlement Administrator within sixty (60) days after the Effective Date.

(d) To the extent that any Settlement Class Members do not claim their Cash Awards within one hundred eighty (180) days after Cash Awards are distributed in accordance with Paragraph 2.1(a), (b) and (c), such Settlement Class Members shall have waived their right to a Cash Award. Any uncashed check and/or undistributed funds from the Cash Payment Fund shall revert to Defendant.

(e) In no event shall the total out-of-pocket costs paid by Defendant exceed the Settlement Cap. In the event that the total amount of Approved Claims, plus the Fee Award, the Settlement Administration Expenses, and the Service Award exceed the Settlement Cap, then the amount of each Approved Claim shall be reduced *pro rata*.

2.2 **Prospective Relief.** Defendant acknowledges that it has changed the purchase flows for tickets on the Kings Theatre Website, Hudson Theatre Website, and Lyric Theatre Website. Plaintiff acknowledges and agrees that the current purchase flows on the Kings Theatre Website, Hudson Theatre Website, and Lyric Theatre Website comply with all applicable law. Defendant agrees to comply with New York Arts & Cultural Affairs Law § 25.07(4) unless and until it is amended, repealed, or otherwise invalidated.

3. RELEASE.

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

3.2 Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them

to the fullest extent allowed by law, as well as any claims arising out of, relating to, or in connection with, the defense, settlement, or resolution of this Action or the Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, shall, either directly, indirectly, representatively, or in any capacity, be permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating (as a class member or otherwise) in any lawsuit, action, or other proceeding in any jurisdiction (other than participation in the Settlement as provided herein) against any Released Party based on the Released Claims.

4. NOTICE TO THE CLASS.

4.1 The notice plan shall consist of the following:

(a) *Settlement Class List*. No later than thirty (30) days after the Court's entry of the Preliminary Approval Order, Defendant shall produce to the Settlement Administrator only a confidential electronic list from its records that includes the names and last known email addresses for each Settlement Class Member, to the extent available. This electronic document shall be called the "Class List".

(b) *Direct Notice via Email.* No later than sixty (60) days after entry of the Preliminary Approval Order, the Settlement Administrator shall send Notice via email substantially in the form attached as Exhibit B to all Settlement Class Members for whom a valid last known email address is contained in the Class List. In the event the transmission of email notice results in any "bounce-backs", the Settlement Administrator shall take reasonable steps, if possible, to correct any issues that may have caused the "bounce-back" to occur, including running a "skip-trace" to identify any potential alternative email addresses, and make a second attempt to re-send the email notice.

(c) *Reminder Notice*. Both thirty (30) days prior to the Claims Deadline and seven (7) days prior to the Claims Deadline, the Settlement Administrator shall send Notice via email substantially in the form attached as Exhibit B (with minor, non-material modifications to indicate that it is a reminder email rather than an initial notice), along with an electronic link to the Claim Form, to all Settlement Class Members in the Class List for whom a valid email address is contained in the Class List.

(d) *Settlement Website.* Within twenty one (21) days from entry of the Preliminary Approval Order, Notice shall be provided on a website at an available settlement URL (www.ATGTicketsfeesettlement.com or another URL agreed to by both Parties) which shall be obtained, administered, and maintained by the Settlement Administrator and shall provide Settlement Class Members with the ability to file Claim Forms online. Copies of this Settlement Agreement, the long-form Notice, and other pertinent documents and Court filings pertaining to the Settlement (including the motion for attorneys' fees upon its filing), shall be provided on the Settlement Website. The Notice provided on the Settlement Website shall be substantially in the form of Exhibit C hereto.

4.2 The Notice shall advise the Settlement Class of their rights, including the right to be excluded from, comment upon, and/or object to the Settlement Agreement or any of its terms. The Notice shall specify that any objection to the Settlement Agreement, and any papers submitted in support of said objection, shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the Person making the objection files notice of an intention to do so and at the same time (a) files copies of such papers he or she proposes to be submitted at the Final Approval Hearing with the Clerk of the Court, or alternatively, if the objection is from a

Settlement Class Member represented by counsel, files any objection through the Court's NYSCEF system, and (b) sends copies of such papers by mail, hand, or overnight delivery service to Class Counsel and Defendant's Counsel.

4.3 Any Settlement Class Member who intends to object to this Agreement must present the objection in writing, which must be personally signed by the objector, and must include: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); and (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the CPLR).

4.4 If a Settlement Class Member or any of the Objecting Attorneys has/have objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection described in Paragraph 4.3 above must include a statement identifying each such case by full case caption and amount of payment received. Any challenge to the Settlement Agreement or the Final Judgment shall be pursuant to appeal in the Action under the CPLR and the Rules of the Appellate Division and the Second Department, and not through a collateral attack in any other proceeding of any type.

4.5 A Settlement Class Member may request to be excluded from the Settlement Class. Any such request for exclusion must be submitted on the Settlement Website or be

postmarked on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice. To exercise the right to be excluded, a Person who would otherwise be a Settlement Class Member must timely submit a written request for exclusion, electronically or in writing, to the Settlement Administrator that contains (1) his/her name and address; (2) his/her signature; (3) a statement that he or she paid an Order Processing Fee when purchasing tickets online through the: (i) Kings Theatre Website from March 27, 2023 to and including March 12, 2024 (for seated tickets) or from March 27, 2023 to and including March 27, 2024 (for General Admission Pit tickets); (ii) Hudson Theatre Website from August 29, 2022 to and including March 12, 2024; and/or (iii) Lyric Theatre Website from August 29, 2022 to and including March 12, 2024; (4) the name and case number of the Action; and (5) a statement that he or she wishes to be excluded from the Settlement Class for purposes of this Settlement. A request to be excluded that does not include all of this information, or that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid, and the Person(s) serving such a request shall be a member(s) of the Settlement Class and shall be bound as a Settlement Class Member by this Agreement, if approved. Any member of the Settlement Class who validly elects to be excluded from this Agreement shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement. Any request for exclusion must be personally signed by each Person requesting exclusion. So-called “mass” or “class” opt-outs shall not be allowed. To be valid, a request for exclusion must be submitted on the Settlement Website by 11:59 p.m., Eastern Standard Time, on the date specified in the Notice, or be postmarked or received by the date specified in the Notice.

4.6 The Final Approval Hearing shall be no earlier than ninety (90) days after the Notice described in Paragraph 4.1(b) is provided.

4.7 Any Settlement Class Member who does not, in accordance with the terms and conditions of this Agreement, timely and validly seek exclusion from the Settlement Class, will be bound by all of the terms of this Settlement Agreement, including the terms of the Final Judgment to be entered in the Action and the Releases provided for in the Settlement Agreement, and will be barred from bringing any action against any of the Released Parties concerning the Released Claims.

4.8 For the convenience of the Parties and Settlement Class Members, below is a schedule of all proposed deadlines:

EVENT	PROPOSED DEADLINE
Post Notice on Settlement Website	Within 21 days after Preliminary Approval Order
Deadline to Provide Settlement Administrator with Class List	No later than 30 days after Preliminary Approval Order
Notice Date	60 days after Preliminary Approval Order
Motion for Attorneys' Fees	60 days after Preliminary Approval Order
Objection/Exclusion Deadline	No later than 60 days after the Notice Date and no sooner than 14 days after papers supporting the Motion for Attorneys' Fees are filed with the Court and posted to the Settlement Website
Opposition to Motion for Attorneys' Fees	21 days after the Motion for Attorneys' Fees is filed
Reply in support of Motion for Attorneys' Fees	14 days after the Opposition to Motion for Attorneys' Fees
Motion for Final Approval	21 days before Final Approval Hearing
Final Approval Hearing	No earlier than 90 days after Notice Date

EVENT	PROPOSED DEADLINE
First Reminder Notice	30 days prior to Claims Deadline
Second Reminder Notice	7 days prior to Claims Deadline
Claims Deadline	30 days after Final Approval Hearing
Payment of Fee Award	30 days after entry of the Final Judgment
Establishment of Cash Payment Fund	15 days after the Final Judgment becomes Final
Payment of Service Award	15 days after the Final Judgment becomes Final
Cash Payment Fund Wired to Settlement Administrator	30 days after the Effective Date
Cash Awards Issued	60 days after the Effective Date
Uncashed Checks Expire	180 days after issuance

5. SETTLEMENT ADMINISTRATION.

5.1 The Settlement Administrator shall, under the supervision of the Court, administer the monetary relief provided by this Settlement Agreement by processing Claim Forms and requests for exclusion from the Settlement, and disbursing Cash Awards from the Cash Payment Fund in a rational, responsive, cost effective, and timely manner consistent with the terms of this Settlement Agreement. The terms of this Settlement Agreement, upon approval by the Court, shall at all times govern the scope of the services to be provided by the Settlement Administrator to administer the Settlement, and the terms of any separate contract or agreement entered into between or among the Settlement Administrator and Class Counsel, Defendant's Counsel, or the Defendant to administer the Settlement shall be consistent in all material respects with the terms of this Agreement. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records

as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with regular reports at weekly intervals containing information concerning claims, opt-outs, objections, Notice, administration, and implementation of the Settlement Agreement. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a report of all amounts paid to Settlement Class Members. Without limiting the foregoing, the Settlement Administrator shall:

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

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

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

the submission of such forms and requests, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;

(d) Provide weekly reports to Class Counsel and Defendant's Counsel, including without limitation, reports regarding the number of Claim Forms and requests for exclusion and/or objections received, and the categorization and description of Claim Forms rejected, in whole or in part, by the Settlement Administrator; and

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

5.2 Defendant, the Released Parties, and Defendant's Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Class Counsel, or the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management or distribution of the Cash Payment Fund and/or Cash Awards; (iii) the allocation and payment of Cash Awards to Settlement Class Members or the implementation, administration, or interpretation thereof; (iv) the determination, administration, calculation, or payment of any claims; (v) the payment or withholding of any taxes, tax expenses, or costs incurred in connection with the taxation of the Cash Payment Fund and/or Cash Awards or the filing of any federal, state, or local returns; or (vi) any data breach or any common law or statutory claims related to breach of privacy related to unauthorized access to records maintained by the Settlement Administrator for the purpose of effectuating the terms of this Settlement Agreement.

5.3 All taxes and tax expenses, if any, shall be timely paid by the Settlement Administrator and reimbursed by Defendant pursuant to this Agreement and without further order of the Court. Such tax expenses shall be subject to the Settlement Cap. Any tax returns prepared for the Settlement (as well as the election set forth therein) shall be consistent with this Agreement and shall be paid as provided herein. The Released Parties shall have no responsibility or liability for the acts or omissions of the Settlement Administrator or its agents with respect to the payment of taxes or tax expenses.

5.4 The Settlement Administrator will be responsible for reviewing all claims to determine their validity. The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud. The Settlement Administrator will reject any claim that does not comply in any material respect with the instructions on the Claim Form or the terms of Paragraphs 1.3 and/or 1.5 above, or is submitted after the Claims Deadline. Each Person who submits an invalid Claim Form to the Settlement Administrator must be given a notice of the Claim Form's deficiency and an opportunity to cure the deficiency within twenty-one (21) days of the date of the notice. The Settlement Administrator may contact any Person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form. Counsel for both Parties may audit the claims process for evidence of fraud or error.

5.5 Defendant's Counsel and Class Counsel shall have the right to challenge the acceptance or rejection of a Claim Form submitted by Settlement Class Members and to obtain and review supporting documentation relating to such Claim Form. The Settlement Administrator shall follow any agreed decisions of Class Counsel and Defendant's Counsel as to the validity of any disputed submitted Claim Form. To the extent Class Counsel and

Defendant's Counsel are not able to agree on the disposition of a challenge, the disputed claim shall be submitted to the Court for binding determination.

5.6 In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Settlement Class Member.

6. TERMINATION OF SETTLEMENT.

6.1 Subject to Paragraphs 9.1-9.3 below, Defendant or the Class Representative on behalf of the Settlement Class, shall have the right but not the obligation to terminate this Agreement by providing written notice of the election to do so ("Termination Notice") to all other Parties hereto within twenty-one (21) days of any of the following events: (i) the Court's refusal to grant Preliminary Approval of this Agreement in any material respect; (ii) the Court's refusal to grant final approval of this Agreement in any material respect; (iii) the Court's refusal to enter the Final Judgment in this Action in any material respect; (iv) the date upon which the Final Judgment is modified or reversed in any material respect by the presiding Court, the Appellate Division, Second Department, the Court of Appeals, or the U.S. Supreme Court; or (v) the date upon which an Alternate Judgment, as defined in Paragraph 9.1(d) of this Agreement is modified or reversed in any material respect by the presiding Court, the Appellate Division, Second Department, the Court of Appeals, or the U.S. Supreme Court.

6.2 Subject to Paragraphs 9.1-9.4 below, Defendant shall have the right, but not the obligation, in its sole discretion, to terminate this Agreement by providing written notice to Class Counsel within twenty-five (25) days of the following events: (i) individuals comprising more than five hundred (500) Settlement Class Members in total have timely and validly opted out of and/or objected to the Agreement; or (ii) individuals compromising more than one hundred

(100) Settlement Class Members file or threaten to file any actions (e.g., individual lawsuits, class actions, arbitrations, etc.) against Defendant relating to the Released Claims at any time prior to the Preliminary Approval Order.

6.3 Confirmatory Discovery. Defendant represents that it collected approximately $997,380 in Order Processing Fees from the Settlement Class broken down as follows: (i) $335,055 in Order Processing Fees for tickets purchased through the Kings Theatre Website from March 27, 2023 to and including March 12, 2024 (for seated tickets) or from March 27, 2023 to and including March 27, 2024 (for General Admission Pit tickets); (ii) $283,209 in Order Processing Fees for tickets purchased through the Hudson Theatre Website from August 29, 2022 to and including March 12, 2024; and (iii) $379,116 in Order Processing Fees for tickets purchased through the Lyric Theatre Website from August 29, 2022 to and including March 12, 2024. Simultaneous with the execution of this Agreement, Defendant has provided an affidavit from an appropriate representative with knowledge attesting to the same.

7. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER.

7.1 Promptly after the execution of this Settlement Agreement, Class Counsel shall file this Agreement together with the Exhibits annexed hereto with the Court and shall move the Court for Preliminary Approval of the settlement set forth in this Agreement, certification of the Settlement Class for settlement purposes only, appointment of Class Counsel and the Class Representative, and entry of a Preliminary Approval Order, which order shall set a Final Approval Hearing date and approve the Notice and Claim Form for dissemination substantially in the form of Exhibits A, B, and C hereto. The Preliminary Approval Order shall also authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications, and expansions of the Settlement Agreement and its implementing documents

(including all exhibits to this Agreement) so long as they are consistent in all material respects with the terms of the Settlement Agreement and do not limit or impair the rights of the Settlement Class or materially expand the obligations of Defendant.

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

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

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

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

(c) find that the Notice implemented pursuant to the Agreement (1) constitutes the best practicable notice under the circumstances; (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, their right to object to or exclude themselves from the proposed Agreement, and to appear at the Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and (4) meets all applicable

requirements of the CPLR, the Due Process Clauses of the United States and New York Constitutions, and the rules of the Court;

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

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

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

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

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

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

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

8.1 Pursuant to CPLR 909 and ACAL § 25.33, Class Counsel shall make an application to the Court for an award of reasonable attorneys' fees and costs in an amount not more than one-third of the Settlement Cap ($332,460.00 USD), with no consideration having been given or received for this limitation. The Court shall determine the amount of reasonable

attorneys' fees and costs. If approved by the Court, the Fee Award shall be paid by Defendant separate and apart from Defendant's other payment obligations under this Agreement. Notwithstanding the foregoing, pursuant to Paragraph 1.36, the Settlement Cap shall represent Defendant's maximum financial obligation under this Settlement Agreement.

8.2 The Fee Award shall be payable within thirty (30) days after entry of the Court's Final Judgment, subject to Class Counsel executing the Undertaking Regarding Attorneys' Fees and Costs (the "Undertaking") attached hereto as Exhibit D, and providing all payment routing information and tax I.D. numbers for Class Counsel. Payment of the Fee Award shall be made by wire transfer to Class Counsel in accordance with wire instructions to be provided by Class Counsel, and completion of necessary forms, including but not limited to W-9 forms. Notwithstanding the foregoing, if for any reason the Final Judgment is reversed or rendered void as a result of an appeal(s), then any Persons or firms who shall have received the funds shall be severally liable for payments made pursuant to this subparagraph and shall return such funds to Defendant within fourteen (14) business days. Additionally, should any parties to the Undertaking dissolve, merge, declare bankruptcy, become insolvent, or cease to exist prior to the final payment to Settlement Class Members, those parties shall execute a new undertaking guaranteeing the repayment of funds within fourteen (14) days of such an occurrence.

8.3 Class Counsel intends to file a motion for Court approval of a Service Award to the Class Representative, in addition to any funds the Class Representative stands to otherwise receive as a result of being a Settlement Class Member pursuant to this Agreement. With no consideration having been given or received for this limitation, Plaintiff's application will seek no more than $5,000 as a Service Award. The Court shall determine the amount of the Service Award. Such Service Award shall be paid by Defendant (in the form of a check to the Class

Representative that is sent care of Class Counsel), and upon completion of necessary forms, including but not limited to W-9 forms, within fifteen (15) days after the Final Judgment becomes Final.

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

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

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

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

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

(d) The Final Judgment has become Final, as defined above, or, in the event that the Court enters an Alternate Judgment, such Alternate Judgment becomes Final.

9.2 If any of the conditions specified in Paragraph 9.1 are not met, or in the event that this Agreement is not approved by the Court, or the Settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Settlement Agreement shall be canceled and terminated subject to Paragraph 6.1, unless Class Counsel and Defendant's Counsel mutually agree in writing to proceed with this Agreement. If any Party is in material breach of the terms hereof, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to all of the Parties and Settlement Class Members (which notice may be given by the Settlement Administrator via email to the email addresses on record for Settlement Class Members).

Notwithstanding anything herein, the Parties agree that the Court's decision not to approve, in whole or in part, the Fee Award to be requested by Class Counsel and/or the Service Award to be requested for the Class Representative, as set forth in Paragraph 8 above, shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination.

9.3 If this Agreement is terminated or fails to become effective for the reasons set forth in Paragraphs 6.1-6.2 and/or 9.1-9.2 above, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Agreement had never been entered into.

9.4 Stay and Bar of Other Proceedings. All proceedings in the Action will be stayed following preliminary approval of the Settlement, except as may be necessary to implement the Settlement or comply with the terms of the Settlement. Pending determination of whether the Settlement should be granted final approval, the Parties agree not to pursue in the Action any claims or defenses otherwise available to them in the Action, and no Settlement Class Member, either directly, on a representative basis, or in any other capacity, may commence or prosecute against any of the Released Parties any action or proceeding asserting any of the Released Claims.

10. MISCELLANEOUS PROVISIONS.

10.1 The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and

conditions of this Agreement, to secure final approval, and to defend the Final Judgment through any and all appeals. Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking Court approval of the Settlement Agreement, entry of the Preliminary Approval Order, and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Agreement.

10.2 The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiff, the Settlement Class and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Action was brought by Plaintiff or defended by Defendant, or each or any of them, in bad faith or without a reasonable basis.

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

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

(a) is, may be deemed, or shall be used, offered or received in evidence in any civil, criminal or administrative proceeding in any court, administrative agency, arbitral proceeding or other tribunal against the Released Parties, or each or any of them, as an

admission, concession or evidence of, the validity of any Released Claims, the validity of a class certification, the truth of any fact alleged by the Plaintiff, the deficiency of any defense that has been or could have been asserted in the Action, the alleged violation of any law or statute, the definition or scope of any term or provision, the reasonableness of the Settlement Cap, the Fee Award, or the Service Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

(b) is, may be deemed, or shall be used, offered or received in evidence against any Released Party, as an admission, concession or evidence of any fault, other wrongdoing, or any misrepresentation or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

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

faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim;

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

(e) is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiff, the Settlement Class, the Releasing Parties, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiff's claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount.

10.5 The Parties acknowledge that (a) any certification of the Settlement Class as set forth in this Agreement, including certification of the Settlement Class for settlement purposes in the context of Preliminary Approval, shall not be deemed a concession that certification of a litigation class is appropriate, or that the Settlement Class definition would be appropriate for a litigation class, nor would Defendant be precluded from challenging class certification in further proceedings in the Action or in any other action if the Settlement Agreement is not finalized or finally approved; (b) if the Settlement Agreement is not finally approved by the Court for any reason whatsoever, if the Court's approval is reversed or vacated on appeal, if this Settlement Agreement is terminated as provided herein, or if the Settlement set forth in this Settlement Agreement otherwise fails to become effective, then any certification of the Settlement Class will be void, the Parties and the Action shall be restored to the status quo ante, and no doctrine of

waiver, estoppel or preclusion will be asserted in any litigated certification proceedings in the Action or in any other action, and this Settlement Agreement or any other settlement-related statement may not be cited regarding certification of the class, or in support of an argument for certifying any class for any purpose related to this Action or any other proceeding; (c) no representations or agreements made by or entered into by Defendant in connection with the Settlement may be used by Plaintiff, any person in the Settlement Class, or any other person to establish any of the elements of class certification in any litigated certification proceedings, whether in the Action or any other judicial proceeding; (d) Defendant's agreement as to certification of the Settlement Class is solely for the purposes of effectuating the Settlement and no other purpose; and (e) Defendant retains all of its objections, arguments, and defenses with respect to class certification and any other issue, and reserves all rights to contest class certification and any other issue if the Settlement set forth in this Agreement does not result in entry of Final Judgment, if the Court's approval is reversed or vacated on appeal, if this Settlement is terminated as provided herein, or if the Settlement set forth in this Agreement otherwise fails to become effective.

10.6 This Agreement constitutes a compromise with denial of any liability by Defendant. The Agreement, any related documents, any negotiations relating to or supporting the Agreement, the fact of settlement, the change of any purchase flow, and any actions taken to carry out the Settlement are not intended to be, and shall not be construed as, or deemed to be, evidence of an admission, concession, presumption, or inference of liability, fault, wrongdoing, omission or damage, of any type or nature, on the part of Defendant or any of the Released Parties (defined above), or as evidence of the validity of any claim, defense, or of any point of fact or law, in any proceeding, including with respect to any claim of liability, fault, wrongdoing,

omission or damage whatsoever with respect to the Action or with respect to the certifiability of a litigation class. Moreover, this Agreement and Defendant's participation in the settlement process, shall not be used against Defendant in any manner whatsoever to the extent the settlement does not ultimately obtain final approval.

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

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

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

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

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

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

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

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

10.15 Each counsel or other Person executing this Settlement Agreement, any of the Exhibits annexed hereto, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such Person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms. Class Counsel in particular warrants that they are authorized to execute this Settlement Agreement on behalf of Plaintiff and the Settlement Class (subject to final approval by the Court after notice to all Settlement Class Members), and that all actions necessary for the execution of this Settlement Agreement have been taken.

10.16 This Agreement may be executed in one or more counterparts. Signature by digital means, facsimile, or in PDF format will constitute sufficient execution of this Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument.

A complete set of original executed counterparts shall be filed with the Court if the Court so requests. This Agreement is not binding on the Parties until fully executed by each of the signatories hereto.

10.17 This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

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

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

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

10.21 Where this Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel: Philip L. Fraietta, pfraietta@bursor.com, Bursor & Fisher, P.A., 1330 Avenue of the Americas, 32nd Floor, New York, NY 10019; Rachel Dapeer, rachel@dapeer.com, Dapeer Law, P.A, 156 W 56th St #902, New York, NY 10019, Prana A. Topper, ptopper@manatt.com, Matthew F. Bruno, mbruno@manatt.com, Manatt, Phelps & Phillips, LLP, 7 Times Square, New York, NY 10036; and Christine M. Reilly, creilly@manatt.com, Manatt, Phelps & Phillips, LLP, 2049 Century Park East, Suite 1700, Los Angeles, CA 90067.

10.22 Plaintiff and/or Class Counsel shall not, at any time, issue press releases or make other public statements regarding the Settlement or the Action (apart from filings with the Court as necessary to obtain Preliminary or Final Approval of the Settlement) unless Defendant agrees to such press releases or public statements in advance; provided that Class Counsel may post Court orders regarding the Action and brief summaries of those orders on their website(s) without permission from Defendant, so long as any reference in such order(s) to materials subject to any confidentiality obligations are properly redacted. This provision shall not prohibit Class Counsel from communicating with any person in the Settlement Class regarding the Settlement upon receipt of an inquiry from a Settlement Class member (subject to compliance with any and all applicable confidentiality obligations and this Settlement Agreement), provided that Class Counsel provides Defendant's Counsel with notice of such an inquiry.

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SIGNATURE PAGES TO FOLLOW]

IT IS SO AGREED TO BY THE PARTIES:

Dated: 02/26/2025

HO KI MOK

By: _____
Ho Ki Mok, individually and as representative of the Settlement Class

Dated: 2/27/2025

ATG TICKETS US, LLC

DocuSigned by:
By: _____
9C3F0988850C494...

Name: John Rogers

Title: General Counsel

IT IS SO STIPULATED BY COUNSEL:

Dated: 02/26/2025

BURSOR & FISHER, P.A.

By: _____
Philip L. Fraietta
pfraietta@bursor.com
1330 Avenue of the Americas, 32nd Floor
New York, NY 10019
T: 646-837-7150
F: 212-989-9163

Dated: 02/26/2025

DAPEER LAW, PA

By: _____
Rachel Dapeer
rachel@dapeer.com
156 W 56th St #902
New York, NY 10019
T: 917-456-9603

Proposed Class Counsel

Dated: 2/27/2025

MANATT, PHELPS & PHILLIPS, LLP

By: _____
Prana A. Topper
Matthew F. Bruno

ptopper@manatt.com
mbruno@manatt.com
7 Times Square
New York, NY 10036
T: (212) 790-4500
F: (212) 790-4545

Christine M. Reilly
creilly@manatt.com
2049 Century Park East, Suite 1700
Los Angeles, CA 90067
T: (310) 312-4000
F: (310) 312-4224

Attorneys for Defendant
ATG Tickets US, LLC