

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU
HON. CONRAD D. SINGER, JSC**

AMANDA OLIVA, CARLA FEDERATION,
TARA ANDERSEN, ELIA "ELLIE"
SANTANA, CHRISTOPHER DENNIS, and
LISA OWENBY, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

MOODSWINGS, LLC,

Defendant.

Index No. 628144/2025 Motion

Seq. No. 001

Motion Submitted: 3/31/2026

**ORDER ON UNOPPOSED MOTION GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT AGREEMENT, CERTIFYING SETTLEMENT
CLASS, APPOINTING CLASS REPRESENTATIVES, APPOINTING CLASS
COUNSEL, AND APPROVING NOTICE PLAN**
The following papers were read on this unopposed motion:
NOTICE OF UNOPPOSED MOTION AND SUPPORTING PAPERS.....X
WHEREAS, a class action is pending before the Court entitled *Oliva, et al. v.*

Moodswings, LLC, Index No. 628144/2025; and

This matter coming before the Court by an unopposed motion for preliminary approval
of class action settlement, and the Court having reviewed the papers submitted with the
unopposed motion, and for good cause being shown,

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IT IS HEREBY ORDERED, DECREED, AND ADJUDGED AS FOLLOWS:

1. Terms and phrases in this Order shall have the same meaning as ascribed to them in the Settlement Agreement (Exhibit 1 to unopposed motion, NYSCEF Doc. No. 5).

2. The parties have moved the Court for an order preliminarily approving the settlement of the Action in accordance with the Settlement Agreement, which, together with the documents incorporated therein, sets forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice, and the Court having read and considered the Settlement Agreement and the papers submitted in support of approval, hereby preliminarily approves the Settlement Agreement in its entirety subject to the Final Approval Hearing referred to in Paragraph 5 of this Order.

3. This Court finds that it has jurisdiction over the subject matter of this action and over all parties to the Action.

4. The Court preliminarily finds that, subject to the Final Approval Hearing, the Settlement Agreement is fair, reasonable, and adequate, within the range of possible approval, and in the best interests of the Settlement Classes set forth below. The Court further preliminarily finds that the Settlement Agreement substantially fulfills the purposes and objectives of the class action, and provides substantial relief to the Settlement Classes without the risks, burdens, costs, or delay associated with continued litigation, trial, and/or appeal. The Court also finds that the Settlement Agreement (a) is the result of arm's-length negotiations between experienced class action attorneys; (b) is sufficient to warrant notice of the settlement and the Final Approval Hearing to be disseminated to the Settlement Class; (c) meets all applicable requirements of law, including CPLR Article 9; and (d) is not a finding or admission of liability by the Defendant or any other person, nor a finding of the validity of any claims asserted in the Action or of any

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wrongdoing or any violation of law.

Final Approval Hearing

5. The Final Approval Hearing shall be held before this Court on January 27, 2027, at 9:15 AM, in-person. *[no earlier than 180 days after entry of this Order]* at the Supreme Court of the State of New York, County of Nassau, 100 Supreme Court Drive, Mineola, NY to determine (a) whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate and should be given final approval by the Court; (b) whether a judgment and order of dismissal with prejudice should be entered; (c) whether to approve the payment of attorneys' fees, costs, and expenses to Class Counsel; and (d) whether to approve the payment of Service Awards to the Class Representatives. The Court may adjourn the Final Approval Hearing without further notice to the Settlement Class.

6. Class Counsel shall file papers in support of their Fee Award and Class Representatives' Service Awards (collectively, the "Fee Petition") with the Court on or before August 17, 2026 *[suggested date of 30 days after the Notice Date, (i.e., 30 days before the Objection Deadline and Opt-Out Deadline)]*. Defendant may, but is not required to, file a response to Class Counsel's Fee Petition with the Court on or before January 6, 2027 *[suggested date of 21 days before Final Approval hearing]*. Class Counsel may file a reply in support of their Fee Petition with the Court on or before January 13, 2027 *[suggested date of 14 days before Final Approval hearing]*.

7. Papers in support of final approval of the Settlement Agreement along with responses to any objections to the Settlement Agreement shall be filed with the Court on or before January 6, 2027 *[suggested date of 21 days before Final Approval hearing]*.

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Certification of the Settlement Class

8. For purposes of settlement only: (a) Philip L. Fraietta, Stefan Bogdanovich, and Eleanor Grasso of Bursor & Fisher, P.A. are appointed Class Counsel for the Settlement Classes; and (b) Amanda Oliva, Carla Federation, Tara Anderson, Elia “Ellie” Santana, Christopher Dennis, and Lisa Owenby are named Class Representatives. The Court finds that these attorneys are competent and capable of exercising the responsibilities of Class Counsel and that Plaintiffs will adequately protect the interests of the Settlement Classes defined below.

9. For purposes of settlement only, the Court conditionally certifies the following Settlement Classes as defined in the Settlement Agreement:

California Settlement Class: All individuals who purchased tickets to one of Moodswings’s shows in the State of California through <https://tickets.mesmerica.com>, <https://tickets.beautifica.show>, <https://tickets.changeworlds.org>, or <https://ticketshop.mesmerica.com> from July 1, 2024 to June 20, 2025.

Colorado Settlement Class: All individuals who purchased tickets to one of Moodswings’s shows in the State of Colorado through <https://tickets.mesmerica.com>, <https://tickets.beautifica.show>, <https://tickets.changeworlds.org>, or <https://ticketshop.mesmerica.com> from August 7, 2024 to August 31, 2025.

Connecticut Settlement Class: All individuals who purchased tickets to one of Moodswings’s shows in the State of Connecticut through <https://tickets.mesmerica.com>, <https://tickets.beautifica.show>, <https://tickets.changeworlds.org>, or <https://ticketshop.mesmerica.com> from October 1, 2023 to August 31, 2025.

Maryland Settlement Class: All individuals who purchased tickets to one of Moodswings’s shows in the State of Maryland through <https://tickets.mesmerica.com>, <https://tickets.beautifica.show>, <https://tickets.changeworlds.org>, or <https://ticketshop.mesmerica.com> from July 1, 2024 to June 20, 2025.

New York Settlement Class: All individuals who purchased tickets to one of Moodswings's shows in the State of New York through <https://tickets.mesmerica.com>, <https://tickets.beautifica.show>, <https://tickets.changeworlds.org>, or <https://ticketshop.mesmerica.com> from August 29, 2022 to June 20, 2025.

Tennessee Settlement Class: All individuals who purchased tickets to one of Moodswings's shows in the State of Tennessee through <https://tickets.mesmerica.com>, <https://tickets.beautifica.show>, <https://tickets.changeworlds.org>, or <https://ticketshop.mesmerica.com> from July 1, 2023 to August 26, 2025.

Excluded from the Settlement Classes are (1) any Judge or Magistrate presiding over this Action, members of their immediate families, and their staff; (2) all employees, directors, officers, or agents of Moodswings or its subsidiaries and affiliated companies; (3) all persons who properly execute and submit a timely request for exclusion; and (4) Class Counsel.

10. The Court preliminarily finds, subject to the Final Approval Hearing referred to in Paragraph 5 above, that the Settlement Agreement is fundamentally fair, adequate, and reasonable, and, solely within the context of and for the purposes of settlement only, that the Settlement Classes satisfy the requirements of CPLR 901, specifically, that: (i) the Settlement Classes are so numerous that joinder of all members is impracticable; (ii) there are questions of fact and law common to the Settlement Classes, such as whether Defendant failed to timely disclose the total price (including the service fee) in alleged violation of Cal. Civ. Code § 1770(a)(29), C.G.S.A. § 53-289a, Colo. Rev. Stat. § 6-1-720; Md. Code, Com. § 13-310.1, N.Y. Arts & Cul. Aff. Law § 25.07(4), and Tenn. Code § 47-50-121; (iii) the claims of the Class Representatives are typical of the claims of the members of the Settlement Classes; (iv) the Class Representatives and Class Counsel will fairly and adequately protect the interests of the

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members of the Settlement Classes; (v) common questions of law or fact predominate over questions affecting individual members; and (vi) a class action is a superior method for fairly and efficiently adjudicating the Action.

11. If the Settlement Agreement does not receive the Court's final approval, or if final approval is reversed or vacated on appeal, or if the Settlement Agreement is terminated or otherwise fails to become effective, the Court's grant of class certification shall be vacated, and Plaintiffs will once again bear the burden of establishing the propriety of class certification. In such case, neither the certification of the Settlement Classes for settlement purposes, nor any other act relating to the negotiation or execution of the Settlement Agreement or the motions for preliminary or final approval, shall be considered as a factor in connection with any class certification issue(s).

Notice and Administration

12. The Court approves, as to form, content, and distribution, the Notice Plan set forth in the Settlement Agreement, including Claim Form attached to the Settlement Agreement as **Exhibit A**, the Notice Plan and all forms of Notice to the Settlement Classes as set forth in the Settlement Agreement and **Exhibits B and C**, thereto, and finds that such Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of CPLR 904 and 908. The Court also finds that the Notice constitutes valid, due, and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated to, under all circumstances, reasonably apprise members of the Settlement Classes of the pendency of this Action, the terms of the Settlement Agreement, and the right to object to the settlement and to exclude themselves from the Settlement Class. In addition, the Court finds that no notice other than that specifically

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identified in the Settlement Agreement is necessary in this Action. The parties, by agreement, may revise the Notice and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting.

13. The Court approves the request for the appointment of Epiq as Settlement Administrator of the Settlement Agreement.

14. Pursuant to Paragraph 4.1 of the Settlement Agreement, the Settlement Administrator is directed to publish the Notice and Claim Form on the Settlement Website and to send direct notice via email in accordance with the Notice Plan called for by the Settlement Agreement. The Settlement Administrator shall also maintain the Settlement Website to provide full information about the Settlement and allow for the filing of claims online. The Notice Date is July 20, 2026 [*suggested date of 30 days after Preliminary Approval Order*].

Submission of Claims and Requests for Exclusion from Class

15. Members of the Settlement Classes who wish to receive benefits under the Settlement Agreement must individually complete and submit a timely and valid Claim Form(s) in accordance with the instructions contained therein. All Claim Forms must be postmarked or received by the Settlement Administrator no later than sixty (60) days after the Notice Date. Mass or class Claim Forms, or other purported group Claim Forms signed by an attorney or other person or entity in a representative capacity, are not permitted and will not be accepted.

16. Any person falling within the definition of the Settlement Classes may, upon valid and timely request, exclude themselves or “opt out” from the Settlement Class. Any such person may individually do so if, on or before the Opt-Out Deadline of September 18, 2026 [*suggested date of 60 days after the Notice Date*], they comply with the exclusion procedures set forth in the Settlement Agreement and Notice. Any members of the Settlement Classes so excluded shall

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neither be bound by the terms of the Settlement Agreement nor entitled to any of its benefits.

17. Any members of the Settlement Classes who elect to exclude themselves or “opt out” of the Settlement Agreement must submit a written request to the Settlement Administrator, received or postmarked no later than the Opt-Out Deadline. The request for exclusion must comply with the exclusion procedures set forth in the Settlement Agreement and Notice and include (i) the requestor’s name, address, telephone number, and email address (if any), (ii) the name and case number of the Action, and (iii) a statement indicating a request to be excluded from the Settlement. Each request for exclusion must be submitted individually. Mass or class opt-outs, or other purported group opt-outs signed by an attorney or other person or entity in a representative capacity, are invalid and shall not be allowed.

18. Individuals who opt out of the Settlement Classes relinquish all rights to benefits under the Settlement Agreement and will not release their claims. Members of the Settlement Classes who fail to submit a valid and timely request for exclusion shall be bound by all terms of the Settlement Agreement and the Final Approval Order and Judgment.

Appearances and Objections

19. Any members of the Settlement Class who have not timely filed a request for exclusion may object to the fairness, reasonableness, or adequacy of the Settlement Agreement or to a Final Approval Order and Judgment being entered dismissing the Action with prejudice in accordance with the terms of the Settlement Agreement, or to the attorneys’ fees, costs, and expense reimbursement sought by Class Counsel in the amounts specified in the Notice, or to the award to the Class Representatives as set forth in the Notice and Settlement Agreement. At least thirty (30) days prior to the Objection Deadline and Opt-Out Deadline, the Fee Petition shall be filed with the Court and posted to the Settlement Website. Settlement Class Members may

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object on their own, or may do so through separate counsel at their own expense.

20. To object, Settlement Class Members must sign and file a written objection on or before the Objection Deadline of September 18, 2026 [*suggested date of 60 days after the Notice Date*]. To be valid, the objection must comply with the procedures set forth in the Settlement Agreement and Notice, and 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 preparing or submitting 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 Court Rules). If a Settlement Class Member or any of the Objecting Attorneys has 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 must include a statement identifying each such case by full case caption and amount of payment received.

21. Settlement Class Members who fail to file and serve timely written objections in compliance with the requirements of this Order and the Settlement Agreement shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement Agreement or to any of the subjects listed in Paragraph 5, above, *i.e.* (a) whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate and should be given

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final approval by the Court; (b) whether a judgment and order of dismissal with prejudice should be entered; (c) whether to approve the payment of attorneys' fees, costs, and expenses to Class Counsel; and (d) whether to approve the payment of Service Award to the Class Representative.

22. To be valid, objections must be (i) filed with the Clerk of the Court, or alternatively if the objection is from a Settlement Class Member represented by counsel, filed through the Court's NYSCEF system, and (ii) sent by mail, hand, or overnight delivery service to Class Counsel (Philip L. Fraietta, Bursor & Fisher, P.A., 50 Main Street, Suite 475, White Plains, NY 10606), Defendant's Counsel (Purvi G. Patel, Morrison Foerster LLP, 707 Wilshire Blvd., Suite 6000, Los Angeles, CA 90017), and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted before the Objection Deadline, as specified in the Notice, and the objector must not have excluded themselves from the Settlement Class.

Further Matters

23. All further proceedings in the Action are ordered stayed until Final Approval Order and Judgment or termination of the Settlement Agreement, whichever occurs earlier, except for those matters necessary to obtain and/or effectuate final approval of the Settlement Agreement. Defendant's time to answer, move, or otherwise respond to the Complaint is hereby tolled effective from the date of the execution of the Settlement Agreement.

24. Settlement Class Members shall be bound by all determinations and judgments in the Action concerning the Action and/or Settlement Agreement, whether favorable or unfavorable.

25. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement Agreement. The Court may approve the Settlement

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Agreement, with such modifications as may be agreed to by the parties, if appropriate, without further notice to the Settlement Classes.

26. All Settlement Class Members who do not timely exclude themselves from the Settlement: (a) shall be bound by the provisions of the Settlement Agreement and all proceedings, determinations, orders, and judgments in the Action relating thereto, including, without limitation, the Judgment or Alternate Judgment, if applicable, and the Releases provided for therein, whether favorable or unfavorable to the Settlement Class; and (b) to the fullest extent permitted by law, shall forever be barred and enjoined from directly or indirectly filing, commencing, instituting, prosecuting, maintaining, participating in (as a class member or otherwise), or intervening in any lawsuit, action, cause of action, arbitration, claim, demand, or other proceeding in any jurisdiction, whether in the United States or elsewhere, on their own behalf or in a representative capacity, that is related to or arises out of any or all of the Released Claims against Defendant and/or any of the Released Parties, as more fully described in the Settlement Agreement.

27. If the Settlement Agreement is not approved by the Court in complete accordance with its terms, each party will have the option of having the Action revert to its status as if the Settlement Agreement had not been negotiated, made, or filed with the Court. In such event, the parties will retain all rights as if the Settlement Agreement was never agreed upon.

28. The Court hereby authorizes 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 **Exhibits A, B, C, and D**) 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

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Defendant.

29. If the Settlement Agreement is terminated pursuant to the provisions of the Settlement Agreement or for any reason whatsoever the approval of it does not become Final then (i) the Settlement Agreement shall be null and void, including any provision related to the award of attorneys' fees, and shall have no further force and effect with respect to any party in this Action, and shall not be used in this Action or in any other proceeding for any purpose; (ii) all negotiations, proceedings, documents prepared, and statements made in connection therewith, including the submissions made in support of preliminary approval or final approval, shall be without prejudice to any person or party hereto, shall not be deemed or construed to be an admission by any party of any act, matter, or proposition, and shall not be used in any manner or for any purpose in any subsequent proceeding in this Action or in any other action in any court or other proceeding, provided, however, that the termination of the Settlement Agreement shall not shield from subsequent discovery any factual information provided in connection with the negotiation of this Settlement Agreement that would ordinarily be discoverable but for the attempted settlement; and (iii) other than as expressly preserved by the Settlement Agreement in the event of its termination, the Settlement Agreement shall have no further force and effect with respect to any party and shall not be used in the Action or any other proceeding for any purpose.

30. **Stay of Proceedings.** All proceedings in this Action are stayed until further order of the Court, 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, no party shall pursue in this 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, will commence or prosecute against Defendant or any of the Released Parties

any action or proceeding asserting any of the Released claims.
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