

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement” or “Settlement Agreement”) is entered into by and among (i) Plaintiffs Amanda Oliva, Carla Federation, Tara Andersen, Elia “Ellie” Santana, Christopher Dennis, and Lisa Owenby (“Plaintiffs” or “Class Representatives”), individually and on behalf of the Settlement Classes (as defined herein), and (ii) Defendant Moodswings, LLC (“Moodswings”). Plaintiffs and Moodswings 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.

DEFINITIONS

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

- A. **“Action”** means the lawsuit captioned *Oliva, et al. v. Moodswings, LLC*, Index No. 628144/2025, pending in the Supreme Court of the State of New York, County of Nassau.
- B. **“Alternate Judgment”** means a final judgment that may be entered by the Court, but in a form other than the form of the Final Approval Order and Judgment provided for in this Agreement and where none of the Parties elects to terminate this Settlement by reason of such variance.
- C. **“Approved Claim”** means a timely and valid Claim Form submitted by a Settlement Class Member that is approved by the Settlement Administrator pursuant to the provisions of this Agreement or by agreement of the Parties.
- D. **“Cash Payment”** means payment to Settlement Class Members with Approved Claims for each Moodswings ticket they purchased during the Settlement Class Period in the amount of \$3.37 for the California Settlement Class, \$2.54 for the Colorado Settlement Class,

\$2.65 for the Connecticut Settlement Class, \$3.48 for the Maryland Settlement Class, \$7.12 for the New York Settlement Class, and \$3.70 for the Tennessee Settlement Class.

E. **“Claim Form”** means the document to be submitted by Settlement Class Members seeking a Cash Payment pursuant to this Agreement. The Claim Form will be available on the Settlement Website, and the contents of the Claim Form will be substantially in the form attached hereto as **Exhibit A**, which may be modified by the Settlement Administrator, subject to the approval of the Parties.

F. **“Claims Deadline”** means the date by which all Claim Forms must be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Cash Payment. The Claims Deadline shall be no later than sixty (60) days after the Notice Date, or such other date as ordered by the Court.

G. **“Class Counsel”** means Philip L. Fraietta, Stefan Bogdanovich, and Eleanor Grasso of Bursor & Fisher, P.A.

H. **“Court”** means the Supreme Court of the State of New York, County of Nassau.

I. **“Days”** means calendar days, except that when computing any period of time prescribed or allowed by this Settlement Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. When computing any period of time prescribed or allowed by this Settlement Agreement, the last day of the period so computed shall be included, unless it is a Saturday, Sunday, or federal or State of 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.

J. **“Discount Code”** means a one-time use code for a 25% discount on one future purchase of tickets to a Moodswings show from Moodswings’s Websites. The Discount Code can be used in one transaction for up to 4 tickets or the number of tickets the Settlement Class

Member purchased in the Settlement Class Period, whichever is greater. The single-use Discount Code will be freely transferrable and stackable, and it will apply to any of Moodswings's shows in the United States, including Astronomica, Beautifica, Mesmerica, Mesmerica XL, and any future offerings by Moodswings.

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

L. **"Final Approval Hearing"** means the hearing at or after which the Court will determine whether to finally approve the Settlement.

M. **"Final Approval Order and Judgment"** means the order granting final approval of the Settlement Agreement and entering judgment at or after the Final Approval Hearing.

N. **"Moodswings's Counsel"** means the law firm Morrison & Foerster LLP.

O. **"Moodswings's Websites"** means <https://tickets.mesmerica.com>, <https://tickets.beautifica.show>, <https://tickets.changeworlds.org>, <https://ticketshop.mesmerica.com>, and any other website owned or operated by Moodswings on which tickets to Moodswings's shows are sold.

P. **"Notice"** means the notice of this Settlement, which is to be sent to the Settlement Classes. The Notice shall be substantially in the forms attached to the Settlement Agreement as **Exhibit B** ("Email Notice") and **Exhibit C** ("Website Notice"), subject to approval by the Court.

Q. **"Notice Date"** means the first date on which the Notice is emailed to the Settlement Classes, provided that any re-emailing of such notice shall not affect or extend the Notice Date. The Notice Date shall be no later than thirty (30) days after the Court issues the Preliminary Approval Order.

R. **“Objection Deadline”** means the date by which a written objection to the Settlement must be made. The Objection Deadline shall be no later than sixty (60) days after the Notice Date and no sooner than thirty (30) days after papers supporting the Fee Award are filed with the Court and posted to the Settlement Website, or such other date as ordered by the Court.

S. **“Opt-Out Deadline”** means the date by which a written request for exclusion from the Settlement must be made. The Opt-Out Deadline shall be no later than sixty (60) days after the Notice Date and no sooner than thirty (30) days after papers supporting the Fee Award are filed with the Court and posted to the Settlement Website, or such other date as ordered by the Court.

T. **“Preliminary Approval”** means the Court’s preliminary approval of the Settlement.

U. **“Preliminary Approval Order”** means the order preliminarily approving the Settlement, certifying the Settlement Classes for settlement purposes, and directing Notice to the Settlement Classes, substantially in the form attached hereto as **Exhibit D**.

V. **“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, 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, whether based on any state, federal, local, statutory, or common law or any other law, rule, or regulation, whether past, present, or future, asserted or unasserted, by Plaintiffs and all Settlement Class Members against the Released Parties, or any of them, arising out of or in any way related to the charges for and

collection of Service Charges in connection with the purchases of tickets from Moodswings's Websites or any other online platform owned or operated by Moodswings, to any event in California, Colorado, Connecticut, Maryland, New York, or Tennessee within the Settlement Class Period, including but not limited to all claims that were brought or could have been brought in the Action relating to any and all Releasing Parties. The Released Claims include claims that any or all of the Releasing Parties do not know or suspect to exist, which, if known by them, might affect their agreement to release the Released Parties or the Released Claims or might affect their decision to agree, object, or not to object to the Settlement.

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

X. **“Releasing Parties”** means (i) Plaintiffs and all Settlement Class Members and (ii) all of their respective present, future, or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, companies, firms, trusts, corporations, and all those who claim through them or who assert or could assert claims on their behalf.

Y. **“Service Awards”** means any Court-approved awards to the Class Representatives, in their capacity as individual class representatives, payable by Moodswings pursuant to the terms set forth herein.

Z. **“Service Charge”** means any fee collected in connection with the purchase of tickets from Moodswings’s Websites to any event in California, Colorado, Connecticut, Maryland, New York, or Tennessee within the Settlement Class Period.

AA. **“Settlement”** means the settlement reflected in this Agreement.

BB. **“Settlement Administration Expenses”** means all expenses associated with the administration of the Settlement, including disseminating Notice to the Settlement Classes. All Settlement Administration Expenses will be paid by Moodswings.

CC. **“Settlement Administrator”** means an independent settlement administrator to be agreed upon by the Parties and approved by the Court.

DD. **“Settlement Classes”** means collectively (each a “Settlement Class”):

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.

EE. **"Settlement Class Members"** means all members of the Settlement Classes other than those persons who validly request to opt out from the Settlement Classes.

FF. **"Settlement Class Period"** means from July 1, 2024 to June 20, 2025 for the California Settlement Class; from August 7, 2024 to August 31, 2025 for the Colorado Settlement Class; from October 1, 2023 to August 31, 2025 for the Connecticut Settlement Class; from July 1, 2024 to June 20, 2025 for the Maryland Settlement Class; from August 29, 2022 to June 20, 2025 for the New York Settlement Class; and from July 1, 2023 to August 26, 2025 for the Tennessee Settlement Class.

GG. **"Settlement Website"** means the publicly-available website created and maintained by the Settlement Administrator, which will contain relevant documents and information about the Settlement, including this Agreement, the Preliminary Approval Order, Website Notice, Claim Form (web-based and PDF for printing and mailing), Motion for Final Approval, Application for Fee Award and Service Awards, and Final Approval Order and Judgment. The Settlement Website will also include a web-based form for Settlement Class Members to update the postal addresses to which Cash Payments for Settlement Class Members who elect to receive payment via check should be mailed.

RECITALS

A. On July 29, 2025, Plaintiffs filed a putative class action captioned *Oliva v. Moodswings*, Case No. 2:25-cv-02114-DJC-AC, in the United States District Court for the Eastern District of California (the “Federal Action”), alleging that Moodswings failed to timely disclose Service Charges for the online purchase of tickets to California, Colorado, Connecticut, Maryland, New York, and Tennessee-based events on Moodswings’s Websites in 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.

B. Once the Federal Action was filed, the Parties met and conferred regarding Plaintiffs’ claims and Moodswings’s defenses. Moodswings asserted that Plaintiffs could not allege a concrete injury and therefore lacked Article III standing to pursue their claims in federal court because Moodswings’s Websites disclosed all Service Charges before purchase. The Parties agreed to extend Moodswings’s deadline to respond to the Complaint in the Federal Action while the Parties continued to meet and confer.

C. While the Federal Action was pending, the Parties engaged in settlement discussions. The Parties exchanged informal discovery, including on issues such as numbers of tickets sold to unique individuals and the amount of Service Charges Moodswings collected during the relevant time period for each state at issue. Given that the information exchanged would have been, in large part, the same information that would have been produced in formal discovery related to issues of class certification and summary judgment, the Parties had sufficient information to assess the strengths and weaknesses of their respective claims and defenses.

D. Following the exchange of informal discovery, counsel for the Parties had numerous conferences and, on December 19, 2025, the Parties reached agreement on all material terms of a class action settlement and executed a term sheet.

E. Given the potential standing issues, the Parties concluded it was appropriate to proceed with the Settlement in a court of general jurisdiction instead of federal court. On December 22, 2025, Plaintiffs voluntarily dismissed the Federal Action without prejudice. On December 30, 2025, Plaintiffs filed the Action in the Supreme Court of the State of New York, County of Nassau, alleging the same causes of action as the Federal Action.

F. Moodswings believes that the claims asserted in the Action 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 the Plaintiffs would not have been able to certify a class under the requirements of Fed. R. Civ. P. 23(a) or CPLR 901. Moodswings denies all allegations made in the Action and denies that it did anything unlawful or improper. Moodswings's agreement to this Settlement is not an admission of guilt or wrongdoing of any kind. Nonetheless, considering the uncertainty and risks inherent in litigation, Moodswings desires to fully and finally settle the Action in its entirety in the manner and upon the terms and conditions set forth in this Agreement.

G. Without admitting guilt or wrongdoing of any kind, Moodswings has changed the purchase flow for tickets on Moodswings's Websites and agrees to continue to comply with 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, unless and until those statutes are amended, repealed, or otherwise invalidated.

H. The Class Representatives believe that the claims asserted in the Action against Moodswings have merit and that they would have prevailed at summary judgment and/or trial. Nonetheless, the Class Representatives and Class Counsel recognize that Moodswings has raised factual and legal defenses that present a risk that the Class Representatives may not prevail. The Class Representatives and Class Counsel also recognize the expense and delay associated with continued prosecution of the Action against Moodswings through a motion to dismiss, a class

certification motion, summary judgment, trial, and any subsequent appeals. The Class Representatives 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, the Class Representatives believe it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice in the manner and upon the terms and conditions set forth in this Agreement. Based on its evaluation, Class Counsel has concluded that this Agreement is fair, reasonable, and adequate to the Settlement Classes, and that it is in the best interests of the Settlement Classes to settle the claims raised in the Action pursuant to the terms and provisions of this Agreement.

NOW THEREFORE for the good and valuable consideration set forth below, the Parties, by and through their undersigned counsel, hereby warrant, represent, acknowledge, covenant, and agree, subject to final approval of the Court, that the Action and the Released Claims shall be finally and fully compromised, settled, and released, and that the Action shall be dismissed with prejudice, subject to the terms and conditions of this Agreement.

AGREEMENT

1. SETTLEMENT RELIEF

1.1. Discount Codes and Cash Payments to Settlement Class Members

(a) Members of the Settlement Classes may elect to:

- i. Do nothing and receive a Discount Code;
- ii. Timely and validly submit a claim for a Cash Payment; or
- iii. Timely and validly opt out of the Settlement and receive nothing.

(b) Settlement Class Members wishing to receive a Cash Payment must submit a valid Claim Form to the Settlement Administrator by the Claims Deadline. A maximum of one claim, submitted on a single Claim Form, may be submitted by each Settlement

Class Member. 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.

(c) Each Settlement Class Member who submits an Approved Claim will receive a Cash Payment in the form of a check or electronic payment via Venmo, PayPal, or Zelle, at the Settlement Class Member's election. All Approved Claims will be paid for by Moodswings separate and apart from payment of Settlement Administration Expenses and any Fee Award or Service Awards. Cash Payments to Settlement Class Members will be issued by the Settlement Administrator within 60 days of the Effective Date.

(d) Settlement Class Members who submit an Approved Claim for each Moodswings ticket they purchased during the Settlement Class Period will receive a Cash Payment in the amount of \$3.37 for the California Settlement Class, \$2.54 for the Colorado Settlement Class, \$2.65 for the Connecticut Settlement Class, \$3.48 for the Maryland Settlement Class, \$7.12 for the New York Settlement Class, and \$3.70 for the Tennessee Settlement Class. Settlement Class Members with Approved Claims will not be eligible to receive a Discount Code.

(e) If digital payments are not completed or fail or checks are not cashed within 180 days of issuance, the Parties agree to pay the unclaimed Cash Payment amounts to the Legal Aid Society, subject to Court approval, as *cy pres*.

(f) The Settlement Administrator will issue a Discount Code to each Settlement Class Member who does not submit an Approved Claim or timely and validly opt out. The Discount Codes will be issued by email to the Settlement Class Member's last known email address based on Moodswings's records within 60 days of the Effective Date.

(g) 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 is submitted after the Claims Deadline. Moodswings has the right to audit the claims process for evidence of fraud or error; provided, however, that the Court shall be the final arbiter of a claim's validity.

(h) If a Claim Form contains incomplete information and/or omits required information, the Settlement Administrator must send a notice of the Claim Form's deficiency to the claimant explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall use the contact information provided in the Claim Form to notify the claimant of any deficiencies. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the claimant's physical or e-signature. A claimant shall have until the Claims Deadline, or 21 days from the date the notice of deficiency is sent to the claimant via mail and postmarked or via email, whichever is later, to reply with the required information. If the claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed an Approved Claim and processed by the Settlement Administrator. If the claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Moodswings and Class Counsel otherwise agree.

1.2. Prospective Relief. Moodswings agrees to maintain its current purchase flows—or such other purchase flows provided that they disclose the total ticket price, including fees, at

all stages prior to purchase—for tickets to events in California, Colorado, Connecticut, Maryland, New York, and Tennessee on Moodswings’s Websites.

2. RELEASE

2.1. 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.

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

2.3. In consideration for this Agreement and the consideration set forth herein, Plaintiffs and the Settlement Class Members acknowledge that the release herein includes potential claims and costs that may not be known or suspected to exist, and that Plaintiffs and the Settlement Class Members hereby agree that all rights under California Civil Code § 1542, and any similar law of any state or territory of the United States, are expressly and affirmatively waived. California Civil Code § 1542 states 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.

2.4. 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.

3. SETTLEMENT CLASSES

3.1. For purposes of settlement and the proceedings contemplated by this Agreement only, the Parties stipulate and agree that the Settlement Classes shall be provisionally certified pursuant to CPLR 901, that Plaintiffs shall be appointed Class Representatives and shall represent the Settlement Classes for settlement purposes, and that Philip L. Fraietta, Stefan Bogdanovich, and Eleanor Grasso of Bursor & Fisher, P.A. shall be appointed as Class Counsel for the Settlement Classes.

3.2. Moodswings does not consent to certification of the Settlement Classes for any purpose other than to effectuate the Settlement. If the Court does not enter an order granting final approval of the Settlement, or if for any other reason the Effective Date does not occur, any certification of any Settlement Class will be vacated and the Parties will be returned to their positions with respect to the Action as if the Agreement had not been entered into. Specifically: (a) any Court orders preliminarily or finally approving the certification of any Settlement Class, for settlement purposes only, as contemplated by this Agreement, shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the Settlement reflected in this Agreement, that Moodswings did not oppose the certification of the Settlement Classes under this Agreement, or that the Court preliminarily or finally approved the certification of the Settlement Classes, shall not be used or cited thereafter by any person in any

manner whatsoever, including without limitation any contested proceeding relating to the certification of any class. In the event the terms and conditions of this Agreement are substantially modified by the Court, the Parties reserve the right to declare this Agreement null and void, in their sole discretion, within 30 days after such modification. Notwithstanding, in the event the Settlement is not approved, the Parties will meet and confer in good faith, to the extent possible, to address the Court's concerns.

4. NOTICE TO THE SETTLEMENT CLASSES, OBJECTION PROCEDURES, AND OPT-OUT PROCEDURES

4.1. The "Notice Plan" shall consist of the following:

(a) *Settlement Class List.* No later than 14 days after entry of the Preliminary Approval Order, Moodswings shall provide to the Settlement Administrator only a confidential electronic list from its records that includes the last known email address for each member of the Settlement Classes, to the extent available. This electronic document shall be called the "Class List." The Settlement Administrator will keep identities and contact information of members of the Settlement Classes confidential, using them only for purposes of administering this Settlement.

(b) *Direct Notice via Email.* No later than 30 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 members of the Settlement Classes for whom a 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 30 days prior to the Claims Deadline and 7 days prior to the Claims Deadline, the Settlement Administrator shall send a reminder via email substantially in the form attached as **Exhibit B** (with minor, non-material modifications to indicate that it is a reminder), along with an electronic link to the Claim Form, to all members of the Settlement Classes who have not submitted a Claim Form or requested exclusion from the Settlement.

(d) *Settlement Website.* No later than 30 days after entry of the Preliminary Approval Order, the Settlement Administrator shall establish the Settlement Website. The Settlement Website shall remain online and operable for 300 days after the Effective Date.

4.2. Objection Procedures

(a) The Website Notice shall include a procedure for Settlement Class Members to object to the Settlement and/or Plaintiffs' Application for Fee Award and Service Awards. 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, Moodswings's Counsel, 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. If the objector also validly opted out of the Settlement, the opt-out will control and the objector will have waived any objections to the Settlement and/or Plaintiffs' Application for Fee Award and Service Awards.

(b) 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 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).

(c) 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 described in Paragraph 4.2(b) above must include a statement identifying each such case by full case caption and amount of payment received. Any challenge to the Agreement or the Final Approval Order and Judgment shall be pursuant to appeal under the New York Rules of Court and not through a separate lawsuit or by any other means.

4.3. Opt-Out Procedures

(a) The Website Notice shall also include a procedure for members of the Settlement Classes to opt out of the Settlement. A member of the Settlement Classes may opt out by mailing a request to opt out to the Settlement Administrator postmarked by the Opt-Out Deadline, as specified in the Notice.

(b) The opt-out request must be personally signed by the requestor, and it must contain (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. 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 Website Notice, or that is not postmarked within the time specified, shall be invalid.

(c) 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 will not be accepted. The Parties agree to cooperate with one another in challenging the validity of any mass, class, or other purported group out-out. Any member of the Settlement Classes who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that individual does not submit an Approved Claim. The Parties shall have the right to challenge the timeliness and validity of any request to opt out.

(d) Any member of the Settlement Classes who validly elects to be excluded shall not: (i) be bound by any orders or the Final Approval Order and 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.

4.4. The Final Approval Hearing shall be no earlier than 150 days after the Notice Date.

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 disbursing funds 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 the Settlement Administrator and Class Counsel, Moodswings's Counsel, or Moodswings 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 Moodswings's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. Without limiting the foregoing, the Settlement Administrator shall:

(a) Provide Court-approved Notice to the Settlement Classes, review and validate Claim Forms, notify claimants of deficient Claim Forms, and distribute Discount Codes and Cash Payments, as appropriate;

(b) Establish and maintain a post office box to receive opt-out requests, objections, and Claim Forms;

(c) Establish and maintain the Settlement Website to provide important information and to receive electronic Claim Forms;

(d) Respond to any inquiries by members of the Settlement Classes;

(e) Process all opt-out requests from members of the Settlement Classes and provide copies of those requests to Class Counsel and Moodswings's Counsel;

(f) Provide weekly reports to Class Counsel and Moodswings'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;

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

(h) In advance of the Final Approval Hearing, prepare a declaration to file with the Court confirming that the Notice was provided in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice was provided, indicating the number of Claim Forms received, providing the names of each member of the Settlement Classes who timely and validly requested to opt-out, indicating the number of objections received, and providing other information as may be necessary for the Motion for Final Approval; and

(i) Any other settlement administration function at the instruction of Class Counsel and Moodswings's Counsel, including but not limited to, verifying that the Cash Payments and Discount Codes have been properly distributed.

5.2. Moodswings, the Released Parties, and Moodswings'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; (iii) the payment of the Cash Payment 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 Payments 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. 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. Class Counsel and Moodswings's Counsel shall have the right to challenge the acceptance or rejection of a Claim Form and to obtain and review supporting documentation relating to the Claim Form. The Settlement Administrator shall follow any agreed decisions of Class Counsel and Moodswings's Counsel as to the validity of any disputed submitted Claim Form. To the extent Class Counsel and Moodswings'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.

5.5. 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 member of the Settlement Classes.

6. TERMINATION OF SETTLEMENT

6.1. Subject to Paragraphs 9.1-9.3 below, Moodswings or the Class Representatives on behalf of the Settlement Classes, 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 30 days of any of the following events: (i) the Court's refusal to grant Preliminary Approval of this Settlement in any material respect; (ii) the Court's refusal to grant final approval of this Settlement in any material respect; (iii) the Court's refusal to enter the Final Approval Order and Judgment in this Action in any material respect; or (iv) the date upon which the Final Approval Order and Judgment (or Alternate Judgment) is modified or reversed in any material respect by the presiding Court, the Appellate Division, or the Court of Appeals.

6.2. Subject to Paragraphs 9.1-9.4 below, Moodswings shall have the right, but not the obligation, in its sole discretion, to terminate this Agreement by providing written notice to Class Counsel within 30 days of the following events: (i) individuals comprising more than 100 members of the Settlement Classes have timely and validly opted out of the Agreement; or

(ii) individuals compromising more than 100 members of the Settlement Classes file or threaten to file any actions (e.g., individual lawsuits, class actions, arbitrations, etc.) against Moodswings related to the Released Claims at any time prior to the Preliminary Approval Order.

6.3. Confirmatory Discovery. Moodswings has represented that it collected \$717,885 in fees from 77,885 transactions for tickets to events in California, Colorado, Connecticut, Maryland, New York, and Tennessee during the Settlement Class Period. Simultaneous with the execution of this Agreement, Moodswings 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 submit this Agreement together with its Exhibits to the Court and shall move the Court for Preliminary Approval of the Settlement; certification of the Settlement Classes for settlement purposes only; appointment of Class Counsel and the Class Representatives; and entry of a Preliminary Approval Order, which order shall set a Final Approval Hearing date and approve the Notice for dissemination substantially in the form of **Exhibits 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 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 Agreement and do not limit or impair the rights of the Settlement Classes or materially expand the obligations of Moodswings.

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, the Parties shall request and seek to obtain from the Court a Final Approval Order and 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 and find that it is 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 Classes of the pendency of the Action, their right to object to or exclude themselves from the Settlement, and to appear at the Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and (4) meets all applicable requirements of the CPLR, the Due Process Clauses of the United States and New York Constitutions, and the rules of the Court;

(d) find that the Class Representatives and Class Counsel adequately represent the Settlement Classes 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 Agreement, and enter judgment;

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

(g) permanently bar and enjoin all Settlement Class Members 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 Approval Order and Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Agreement and the Final Approval Order and 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. Moodswings agrees that Class Counsel may apply to the Court for an award of reasonable attorneys’ fees and costs in an amount to be determined by the Court as the Fee Award. With no consideration given or received for this limitation, Class Counsel will limit its petition for attorneys’ fees, costs, and expenses to no more than \$274,125.00. The Court shall determine the amount of reasonable attorneys’ fees and costs. If approved by the Court, payment of the Fee Award shall be made by Moodswings separate and apart from Moodswings’s other payment obligations under this Agreement.

8.2. The Fee Award shall be payable within 21 days after entry of Final Approval Order and Judgment, subject to Class Counsel executing the Undertaking Regarding Attorneys’ Fees and Costs (the “Undertaking”) attached hereto as **Exhibit E**, and providing all payment routing information and tax identification numbers. Payment of the Fee Award shall be made by Moodswings 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 Approval Order and Judgment is reversed or rendered void as a result of an appeal(s), then any persons who shall have received the funds shall be severally liable for payments made pursuant to this subparagraph and shall return such funds to Moodswings within 14 days. Additionally, should any parties to the Undertaking dissolve, merge, declare bankruptcy, become insolvent, or cease to exist prior to the final payment to Class Members, those parties and any other persons who received the Fee Award funds shall execute a new undertaking guaranteeing repayment of funds within 14 days of such an occurrence.

8.3. Class Counsel intends to file a motion for Court approval of a Service Awards to the Class Representatives in addition to any Cash Payments the Class Representatives stand to otherwise receive from the Settlement. With no consideration having been given or received for this limitation, Plaintiffs will seek no more than \$1,000 each as Service Awards. The Court shall determine the amount of the Service Awards. Such awards, if granted by the Court, will be paid by Moodswings (in the form of a check to the Class Representatives sent care of Class Counsel) within 21 days after the Effective Date.

8.4. The Fee Award and Service Awards shall be in addition to the other benefits provided to the Settlement Classes under this Agreement. The benefits provided to Settlement Class Members shall not be reduced in any way by any Fee Award or Service Awards.

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

9.1. If there are no objections to the Settlement, the “Effective Date” shall be five days after the entry of the Final Approval Order and Judgment (or Alternate Judgment). If there are any objections to the Settlement, the “Effective Date” shall be five days after (i) the time for filing or noticing any appeal of the Court’s Final Approval Order and Judgment (or Alternate Judgment) expires; or (ii) if there is an appeal, other than an appeal solely with respect to the Fee

Award, the date all proceedings arising out of the appeal are complete (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or *certiorari*, the completion of all proceedings ordered on remand and any subsequent appeals, the final dismissal of any appeal, and the final dismissal of any proceeding on *certiorari*). If the Final Approval Order and Judgment or Alternate Judgment is set aside, materially modified, or overturned and is not fully reinstated, the Effective Date shall not occur.

9.2. In the event that this Agreement is not approved by the Court, or the Settlement is terminated or fails to become effective in accordance with its terms, then this Settlement shall be canceled and terminated subject to Paragraph 6.1, unless Class Counsel and Moodswings'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 members of the Settlement Classes (which notice may be given by the Settlement Administrator via Website Notice on the Settlement Website). Notwithstanding anything herein, the Parties agree that the Court's failure to approve, in whole or in part, the Fee Award to be requested by Class Counsel and/or the Service Awards to be requested for the Class Representatives 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 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 Approval Order and 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. In the event that the Final Approval Order and Judgment or any material part thereof is vacated,

overturned, reversed, or rendered void as a result of any timely filed appeal, or the Settlement Agreement is voided, rescinded, or otherwise terminated for any other reason, Class Counsel shall, within 14 days thereof repay to Moodswings, based upon written instructions provided by Moodswings's Counsel, the full amount of the Fee Award, including any accrued interest. In the event the Fee Award or any part thereof is vacated, modified, reversed, or rendered void as a result of a timely filed appeal, Class Counsel shall within 14 days thereof repay to Moodswings, based upon written instructions provided by Moodswings's Counsel, the Fee Award in the amount vacated or modified, including any accrued interest.

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 Approval Order and Judgment through any and all appeals. Class Counsel and Moodswings'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 Approval Order and 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 the Class Representatives, the Settlement Classes 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 the Class Representatives or defended by Moodswings, or each or any of them, in bad faith or without a reasonable basis.

10.3. The Parties have relied on 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, the Settlement, 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 Class Representatives, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or

statute, the definition or scope of any term or provision, the reasonableness of the settlement amount, the Fee Award, or the Service Awards, 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, or 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 by anyone in the Settlement Classes 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 is approved by the Court, any Party or any of the Released Parties may file this Agreement and/or the Final Approval Order and 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 Plaintiffs, the Settlement Classes, 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 the Class Representatives, the Settlement Classes, the Releasing Parties, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiffs' 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. No person or entity shall have any claim against the Class Representatives, 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 determination, administration, calculation, or payment of any claim or nonperformance of the Settlement Administrator, or any losses incurred in connection therewith.

10.6. 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.

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

10.8. 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.

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

10.10. This Agreement and its Exhibits 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 Agreement or its Exhibits 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.

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

10.12. The Class Representatives represent and warrant that they have not assigned any claim or right or interest therein as against the Released Parties to any other person and that they are fully entitled to release the same.

10.13. Each counsel or other person executing this Settlement Agreement, any of its Exhibits, 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 Plaintiffs and the Settlement Classes (subject to final approval by the Court after notice to the Settlement Classes), and that all actions necessary for the execution of this Settlement Agreement have been taken.

10.14. This Agreement may be executed in one or more counterparts. Signature by digital means, facsimile, or in PDF format will constitute sufficient execution of this Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court if the Court so

requests. This Agreement is not binding on the Parties until fully executed by each of the Parties hereto.

10.15. 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.

10.16. Any and all disputes arising from or related to the Settlement or this Agreement must be brought by the Parties, Class Counsel, Moodswings's Counsel, and/or each Settlement Class Member, exclusively in the Court. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties, Class Counsel, Moodswings's Counsel, and/or each Settlement Class Member hereto irrevocably submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement or this Agreement.

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

10.18. This Agreement was, and shall be 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.

10.19. Where this Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel:

Notice to Plaintiffs and Class Counsel Philip L. Fraietta Bursor & Fisher, P.A. 50 Main Street, Suite 472 White Plains, New York 10606 pfraietta@bursor.com Stefan Bogdanovich Bursor & Fisher, P.A. 1990 North California Blvd., 9th Floor Walnut Creek, CA 94596 sbogdanovich@bursor.com Eleanor R. Grasso Bursor & Fisher, P.A. 1330 Avenue of the Americas, 32nd Floor New York, NY 10019 egrasso@bursor.com	Notice to Moodswings Purvi G. Patel Matthew J. Wyatt Morrison & Foerster, LLP 707 Wilshire Boulevard Los Angeles, CA 90017 ppatel@mofo.com mwyatt@mofo.com
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The notice recipients and addresses designated above may be changed by written notice pursuant to this Section.

10.20. Plaintiffs 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 Moodswings 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 Moodswings, 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 Classes regarding the Settlement upon receipt of an inquiry (subject to compliance with any and all applicable confidentiality obligations and this Agreement), provided that Class Counsel provides Moodswings’s counsel with notice of such an inquiry.

10.21. All time periods and dates described in this Agreement are subject to the Court's approval. Unless otherwise ordered by the Court, the Parties through their counsel may jointly agree to reasonable extensions of time to carry out any of the provisions of this Agreement. The time periods and dates provided for herein or in the Preliminary Approval Order may be altered by the Court or through written consent of the Parties' counsel, without notice to the Settlement Class; provided, however, that any such changes will be posted on the Settlement Website.

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

Dated: Mar 6, 2026

AMANDA OLIVA

By: AMANDA OLIVA

Amanda Oliva, individually and as Class
Representative of the New York Settlement Class

Dated: _____

CARLA FEDERATION

By: _____

Carla Federation, individually and as Class
Representative of the Connecticut Settlement Class

Dated: _____

TARA ANDERSON

By: _____

Tara Anderson, individually and as Class
Representative of the California Settlement Class

Dated: _____

ELIA "ELLIE" SANTANA

By: _____

Elia "Ellie" Santana, individually and as Class
Representative of the Maryland Settlement Class

Dated: _____

CHRISTOPHER DENNIS

By: _____

Christopher Dennis, individually and as Class
Representative of the Colorado Settlement Class

Dated: _____

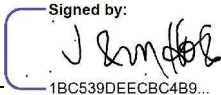
LISA OWENBY

By: _____

Lisa Owenby, individually and as Class
Representative of the Tennessee Settlement Class

Dated: 3/6/2026

MOODSWINGS, LLC

By:  _____
Name: _____

Signed by:
1BC539DEECBC4B9...

Dated: _____

AMANDA OLIVA

By: _____
Amanda Oliva, individually and as Class
Representative of the New York Settlement Class

Dated: Mar 9, 2026

CARLA FEDERATION

By:  _____
Carla Federation (Mar 9, 2026 11:09:44 EDT)
Carla Federation, individually and as Class
Representative of the Connecticut Settlement Class

Dated: _____

TARA ANDERSON

By: _____
Tara Anderson, individually and as Class
Representative of the California Settlement Class

Dated: _____

ELIA "ELLIE" SANTANA

By: _____
Elia "Ellie" Santana, individually and as Class
Representative of the Maryland Settlement Class

Dated: _____

CHRISTOPHER DENNIS

By: _____
Christopher Dennis, individually and as Class
Representative of the Colorado Settlement Class

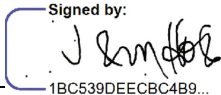
Dated: _____

LISA OWENBY

By: _____
Lisa Owenby, individually and as Class
Representative of the Tennessee Settlement Class

Dated: 3/6/2026

MOODSWINGS, LLC

By:  _____
Signed by: 1BC539DEECBC4B9...
Name: _____

Dated: _____

AMANDA OLIVA

By: _____
Amanda Oliva, individually and as Class
Representative of the New York Settlement Class

Dated: _____

CARLA FEDERATION

By: _____
Carla Federation, individually and as Class
Representative of the Connecticut Settlement Class

Dated: 03/06/2026

TARA ANDERSON

By:  _____
Tara Anderson (Mar 6, 2026 14:19:45 PST)
Tara Anderson, individually and as Class
Representative of the California Settlement Class

Dated: 03/06/2026

ELIA "ELLIE" SANTANA

By:  _____
Elia Santana (Mar 6, 2026 17:37:06 EST)
Elia "Ellie" Santana, individually and as Class
Representative of the Maryland Settlement Class

Dated: 03/06/2026

CHRISTOPHER DENNIS

By:  _____
Christopher Dennis (Mar 6, 2026 13:49:50 MST)
Christopher Dennis, individually and as Class
Representative of the Colorado Settlement Class

Dated: 03/08/2026

LISA OWENBY

By:  _____
Lisa Owenby (Mar 8, 2026 09:53:50 EDT)
Lisa Owenby, individually and as Class
Representative of the Tennessee Settlement Class

Dated: 3/6/2026

MOODSWINGS, LLC

By:  _____
Signed by: 1BC539DEECBC4B9...
Name: _____

APPROVED AS TO FORM:

Dated: Mar 9, 2026

BURSOR & FISHER, P.A.

By: 

Philip L. Fraietta
50 Main Street, Suite 475
White Plains, New York 10606
Telephone: (914) 874-0710
Facsimile: (914) 206-3656
Email: pfraietta@bursor.com

Stefan Bogdanovich
sbogdanovich@bursor.com
1990 North California Blvd., 9th Floor
Walnut Creek, CA 94596
Telephone: (925) 300-4455
Facsimile: (925) 407-2700

Eleanor R. Grasso
1330 Avenue of the Americas, 32nd Floor
New York, NY 10019
Telephone: (646) 837-7150
Facsimile: (212) 989-9163
Email: egrasso@bursor.com

Proposed Class Counsel

Dated: March 5, 2026

MORRISON & FOERSTER LLP

By: 

Purvi G. Patel
ppatel@mofo.com
707 Wilshire Boulevard
Los Angeles, CA 90017-3543
Telephone: (213) 892-5200
Facsimile: (213) 892-5454

Attorney for Defendant Moodswings, LLC

EXHIBIT A

Oliva, et al. v. Moodswings, LLC
Supreme Court of the State of New York, County of Nassau
Index No. 628144/2025

**If you are a Settlement Class Member and wish to receive a Cash Payment,
your completed Claim Form must be postmarked or submitted online on or before [REDACTED].**

Name: [REDACTED]

Email: [REDACTED]

Claim No.: [REDACTED]

Confirmation Code: [REDACTED]

CLAIM FORM INSTRUCTIONS

1. Please read the full notice of this Settlement (available at [REDACTED]) carefully before filling out this Claim Form. All capitalized terms have the same meanings as those defined in the Settlement Agreement.
2. This Claim Form is for use in submitting a claim for a Cash Payment in connection with this Settlement, which concerns the sale tickets on Moodswings's Websites for events in California (from July 1, 2024 to June 20, 2025), Colorado (from August 7, 2024 to August 31, 2025), Connecticut (from October 1, 2023 to August 31, 2025), Maryland (from July 1, 2024 to June 20, 2025), New York (from August 29, 2022 to June 20, 2025), and Tennessee (from July 1, 2023 to August 26, 2025).
3. If you are a member of the Settlement Classes, to receive a benefit under the Settlement you may elect to (i) do nothing and receive a Discount Code for a 25% discount on one future purchase of tickets to one of Moodswings's shows in the United States; or (ii) timely and validly submit this Claim Form for a Cash Payment. **Settlement Class Members who submit an Approved Claim for a Cash Payment are ineligible to receive a Discount Code.**
4. To be eligible to receive a Cash Payment, you must complete and submit this Claim Form either (i) online via the Settlement Website at [REDACTED] or (ii) by mail to the following address:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Please make sure to sign the Claim Form before submitting. **Your Claim Form must be postmarked or submitted online on or before [REDACTED].**

5. Moodswings's records indicate that you may be a member of the [REDACTED] Settlement Class, which consists of: All individuals who purchased tickets to one of Moodswings's shows in [REDACTED] through <https://tickets.mesmerica.com>, <https://tickets.beautifika.show>, <https://tickets.changeworlds.org>, or <https://ticketshop.mesmerica.com> from [REDACTED] to [REDACTED].
6. Mass, class, 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.
7. The Settlement Administrator may reject unsigned, duplicative, or fraudulent Claim Forms.

QUESTIONS? VISIT [REDACTED]

PART ONE: POTENTIAL CLASS PAYMENT

Settlement Class Members who submit an Approved Claim will receive for each ticket they purchased during the Settlement Class Period a Cash Payment in the amount of \$3.37 for the California Settlement Class, \$2.54 for the Colorado Settlement Class, \$2.65 for the Connecticut Settlement Class, \$3.48 for the Maryland Settlement Class, \$7.12 for the New York Settlement Class, and \$3.70 for the Tennessee Settlement Class.

Moodswings's records reflect that you purchased [NUMBER] tickets from Moodswings during the Settlement Class Period.

PART TWO: CLAIMANT INFORMATION & PAYMENT METHOD ELECTION

Please choose below the way you would like to receive the Cash Payment. If you elect Venmo, PayPal, or Zelle, please provide the username or email address associated with your account. If you elect to receive a paper check, please provide your address and contact information. **If you do not select a payment method below or do not provide the required information, you will not receive a Cash Payment.**

- ☐ Venmo. Venmo Username: _____
- ☐ PayPal. PayPal Email: _____
- ☐ Zelle. Zelle Email: _____
- ☐ Check. If you select paper check, please provide the following contact information:
- Full Name: _____
- Mailing Street Address: _____
- City, State, Zip Code: _____

It is your responsibility to notify the Settlement Administrator of any changes to your contact information after you submit your Claim Form. You will be able to update your contact information electronically via the Settlement Website or by contacting the Settlement Administrator at [insert].

PART THREE: ATTESTATION UNDER PENALTY OF PERJURY

By signing below and submitting this Claim Form, I hereby swear under penalty of perjury under the laws of the United States of America that:

- (1) I purchased tickets from <https://tickets.mesmerica.com>, <https://tickets.beautifica.show>, <https://tickets.changeworlds.org>, or <https://ticketshop.mesmerica.com> to one of Moodswings's shows in California (from July 1, 2024 to June 20, 2025), Colorado (from August 7, 2024 to August 31, 2025), Connecticut (from October 1, 2023 to August 31, 2025), Maryland (from July 1, 2024 to June 20, 2025), New York (from August 29, 2022 to June 20, 2025), or Tennessee (from July 1, 2023 to August 26, 2025);
- (2) All of the information on this Claim Form is true and correct to the best of my knowledge; and
- (3) I am authorized to submit this Claim Form and have not assigned or transferred any rights, claims, or remedies I may be entitled to as a Settlement Class Member.

I understand that my Claim Form may be subject to audit, verification, and Court review.

Your signature

Date: _____
MM DD YYYY

Your name

Please keep a copy of your Claim Form for your records.

EXHIBIT B

From: [insert]
To: [insert]
Re: Legal Notice of Proposed Class Action Settlement – Oliva v. Moodswings, LLC

Claim ID: <<[insert]>>

Confirmation Code: <<[insert]>>

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Oliva, et al. v. Moodswings, LLC, Index No. 628144/2025
(Supreme Court of the State of New York, County of Nassau)

**Records indicate you may have paid a service charge
in connection with the online purchase of tickets from Moodswings
and may be entitled to a benefit from a class action settlement.**

A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

This notice is to inform you that a proposed settlement has been reached in a class action lawsuit claiming that Defendant Moodswings, LLC failed to timely disclose Service Charges for the online purchase of tickets to its shows in California, Colorado, Connecticut, Maryland, New York, and Tennessee. Moodswings denies that it violated any law. The Parties have agreed to the Settlement to avoid the uncertainties and expenses associated with ongoing litigation. Unless otherwise defined herein, all capitalized terms shall have the meaning set forth in the Settlement Agreement which can be viewed at [hyperlink].

Am I a Settlement Class Member? The Settlement Classes consist of all individuals who purchased tickets through <https://tickets.mesmerica.com>, <https://tickets.beautifica.show>, <https://tickets.changeworlds.org>, and <https://ticketshop.mesmerica.com> to one of Moodswings's shows in California (from July 1, 2024 to June 20, 2025), Colorado (from August 7, 2024 to August 31, 2025), Connecticut (from October 1, 2023 to August 31, 2025), Maryland (from July 1, 2024 to June 20, 2025), New York (from August 29, 2022 to June 20, 2025), and Tennessee (from July 1, 2023 to August 26, 2025).

What Does the Settlement Provide? Members of the Settlement Classes may elect to: (i) do nothing and receive a Discount Code for a 25% discount on one future purchase of tickets to one of Moodswings's shows from Moodswings's Websites; (ii) timely and validly submit a Claim for a Cash Payment; or (iii) timely and validly opt out of the Settlement and receive nothing. Individuals who timely and validly submit a Claim for a Cash Payment or opt out are ineligible to receive a Discount Code.

- **Discount Code:** A Discount Code can be used in one transaction for up to 4 tickets or the number of tickets the Settlement Class Member purchased in the Settlement Class Period, whichever is greater. The single-use Discount Code is freely transferrable and stackable, and it will apply to any of Moodswings's show in the United States, including Astronomica, Beautifica, Mesmerica, Mesmerica XL, and any future offerings by Moodswings.

- **Cash Payment:** Settlement Class Members who timely and validly submit a Claim Form for Cash Payment will receive for each Moodswings ticket they purchased during the Settlement Class Period a payment in the amount of \$3.37 for the California Settlement Class, \$2.54 for the Colorado Settlement Class, \$2.65 for the Connecticut Settlement Class, \$3.48 for the Maryland Settlement Class, \$7.12 for the New York Settlement Class, and \$3.70 for the Tennessee Settlement Class.

Moodswings has agreed to pay all Approved Claims, as well as Settlement Administration Expenses, any Court-approved Fee Award or Service Award to Class Counsel and the Class Representatives, respectively. Class Counsel intends to apply to the Court for a Fee Award of no more than \$274,125 and Class Representatives intend to seek not more than \$1,000 each as Service Awards. Additionally, without admitting guilt or wrongdoing of any kind, Moodswings has changed the purchase flow for tickets on Moodswings's Websites and agrees to continue to comply with Cal. Civ. Code § 1770(a)(29); C.G.S.A. § 53-289a; Colo. Rev. Stat. §§ 6-1-720(1)(e), (i); Md. Code, Com. § 13-301.1(B)(2); N.Y. Arts & Cult. Aff. Law § 25.07(4); and Tenn. Code § 47-50-121 unless and until these laws are amended, repealed, or otherwise invalidated.

How Do I Get a Cash Payment? You **must** submit a timely and valid Claim Form **no later than [Claims Deadline]**. You can file a claim by clicking **[here]**. Your payment will be made digitally (by PayPal, Venmo, or Zelle) or by paper check, at your election. Claim Forms must be postmarked and mailed, or submitted online, by 11:59 p.m. EST on **[DATE]**. Failure to submit a timely and valid Claim Form by the Claims Deadline will prevent you from receiving a Cash Payment.

What Are My Other Options? If you do nothing, you will receive a Discount Code for a 25% discount on one future purchase of tickets to a Moodswings show from Moodswings's Websites. You may also exclude yourself from the Settlement by sending a letter to the Settlement Administrator no later than **[Opt Out Deadline]**. If you exclude yourself, you cannot get a Discount Code or a Cash Payment, but you keep any rights you may have to sue Moodswings concerning the legal issues in the Action.

You and/or your lawyer have the right to appear before the Court and/or object to the Settlement. Your written objection must be filed no later than **[Objection deadline]**.

Specific instructions about how to exclude yourself from or object to the Settlement are available at **[Settlement Website]**.

If you submit a Claim Form or do nothing, and the Court approves the Settlement, you will be bound by all of the Court's orders and judgments. In addition, any alleged claims relating to the alleged collection of a Service Charge in connection with the purchases of tickets from Moodswings's Websites to any Moodswings show in California, Colorado, Connecticut, Maryland, New York, and Tennessee within the Settlement Class Period will be released.

Who Represents Me? The Court has appointed lawyers Philip L. Fraietta, Stefan Bogdanovich, and Eleanor R. Grasso of Bursor & Fisher, P.A. to represent the Settlement Classes. These

attorneys are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your own expense.

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing at [redacted] m. on [date] in Courtroom X at the Supreme Court of the State of New York, County of Nassau, 100 Supreme Court Drive, Mineola, New York 11501. The date and time of the Final Approval Hearing may change without further notice. Any changes will be posted at [Settlement Website].

At that hearing, the Court will: (1) hear any objections concerning the fairness of the Settlement; (2) determine the fairness of the Settlement; (3) decide whether to approve Class Counsel's request for no more than \$274,125 in attorneys' fees and costs; and (4) decide whether to award Class Representatives Amanda Oliva, Carla Federation, Tara Andersen, Elia "Ellie" Santana, Christopher Dennis, and Lisa Owenby \$1,000 each for their service in helping to bring and settle this case. The Court may award less than the amounts requested by Class Counsel and Class Representatives.

How Do I Get More Information? For more information, including the full Notice, Claim Form, and Settlement Agreement, go to [Settlement Website], call Class Counsel at 1-646-837-7150, or contact the Settlement Administrator at [email] or at the following address:

[Address Line 1]

[Address Line 2]

[Address Line 3]

[Address Line 4]

PLEASE DO NOT CALL THE COURT, THE COURT CLERK'S OFFICE, OR
MOODSWINGS TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS

EXHIBIT C

SUPREME COURT OF THE STATE OF NEW YORK, COUNTY OF NASSAU

Oliva, et al. v. Moodswings, LLC, Index No. 628144/2025

If you paid a service charge in connection with the online purchase of tickets from Moodswings, you may be entitled to a benefit from a class action settlement.

A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

- A Settlement has been reached in a class action lawsuit claiming that Defendant Moodswings, LLC failed to timely disclose Service Charges for the online purchase of tickets to its shows in California, Colorado, Connecticut, Maryland, New York, and Tennessee. Moodswings denies that it violated any law. The Parties have agreed to the Settlement to avoid the uncertainties and expenses associated with ongoing litigation. Unless otherwise defined herein, all capitalized terms shall have the meaning set forth in the Settlement Agreement, which can be viewed at [\[hyperlink\]](#).
- The Settlement Classes consist of all individuals who purchased tickets through <https://tickets.mesmerica.com>, <https://tickets.beautifica.show>, <https://tickets.changeworlds.org>, and <https://ticketshop.mesmerica.com> to one of Moodswings's shows in California (from July 1, 2024 to June 20, 2025), Colorado (from August 7, 2024 to August 31, 2025), Connecticut (from October 1, 2023 to August 31, 2025), Maryland (from July 1, 2024 to June 20, 2025), New York (from August 29, 2022 to June 20, 2025), or Tennessee (from July 1, 2023 to August 26, 2025).
- Read this notice carefully. Your legal rights are affected whether you act, or don't act.

QUESTIONS? VISIT [\[hyperlink\]](#)

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	If you are a Settlement Class Member, you will receive a Discount Code for a 25% discount on one future purchase of tickets to a Moodswings show from Moodswings's Websites. The Discount Code can be used in one transaction for up to 4 tickets or the number of tickets you purchased in the Settlement Class Period, whichever is greater. The single-use Discount Code will be freely transferrable and stackable, and it will apply to any of Moodswings's shows in the United States, including Astronomica, Beautifica, Mesmerica, Mesmerica XL, and any future offerings by Moodswings. By doing nothing, you will also give up your rights to sue or be part of another lawsuit against Moodswings concerning the legal claims resolved by this Settlement.
SUBMIT A CLAIM FORM BY [DATE]	If you are a Settlement Class Member, you can receive a Cash Payment by submitting a valid and timely Claim Form. Settlement Class Members with Approved Claims will receive for each Moodswings ticket they purchased during the Settlement Class Period a payment in the amount of \$3.37 for the California Settlement Class, \$2.54 for the Colorado Settlement Class, \$2.65 for the Connecticut Settlement Class, \$3.48 for the Maryland Settlement Class, \$7.12 for the New York Settlement Class, and \$3.70 for the Tennessee Settlement Class. Settlement Class Members who submit an Approved Claim for a Cash Payment will not be eligible to receive a Discount Code. By submitting a Claim Form, you are giving up your rights to sue or be part of another lawsuit against Moodswings concerning the legal claims resolved by this Settlement.
EXCLUDE YOURSELF BY [DATE]	You will receive no benefits, but you will retain any rights you currently have to sue Moodswings about the claims resolved by this Settlement at your own expense.
OBJECT TO THE SETTLEMENT BY [DATE] AND/OR ATTEND THE HEARING ON [DATE]	If you do not opt out of the Settlement, you may object to it by writing to the Court explaining why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may still receive a Discount Code or a Cash Payment.

These rights and options—**and the deadlines to exercise them**—are explained in this Notice.

QUESTIONS? VISIT [hyperlink]

The Court in charge of this case still has to decide whether to approve the Settlement. Discount Codes and Cash Payments will be provided only after any issues with the Settlement are resolved. If approval is denied, is reversed on appeal, or does not become final, the case will continue, and no Discount Code or Cash Payment will be issued. Please be patient.

BASIC INFORMATION

1. Why was this Notice issued?

A Court authorized this Notice because you have a right to know about a proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The case is called *Oliva, et al. v. Moodswings, LLC*, Index No. 628144/2025, pending in the Supreme Court of the State of New York, County of Nassau. The people who sued, Amanda Oliva, Carla Federation, Tara Andersen, Elia “Ellie” Santana, Christopher Dennis, and Lisa Owenby, are called the Plaintiffs or Class Representatives. The company they sued, Moodswings, LLC, is called the Defendant.

2. What is a class action?

In a class action, one or more people called the class representative(s) (in this case, Amanda Oliva, Carla Federation, Tara Andersen, Elia “Ellie” Santana, Christopher Dennis, and Lisa Owenby) sue on behalf of a group or a “class” of people who have similar claims. In a class action, the court resolves the issues for all class members, except for those who exclude themselves from the Class.

3. What is this lawsuit about?

This lawsuit claims that Moodswings failed to timely disclose Service Charges for online purchases of tickets to Moodswings’s shows in California, Colorado, Connecticut, Maryland, New York, and Tennessee during the during certain periods. Moodswings denies it violated any law.

4. Why is there a Settlement?

The Court has not decided whether the Plaintiffs or Moodswings should win this case. Instead, both sides agreed to a Settlement. That way, the Parties avoid the uncertainties and expenses associated with ongoing litigation, and Settlement Class Members will get compensation sooner rather than after the completion of a trial, if at all. The Class Representative and Class Counsel think the Settlement is best for all Settlement Class Members.

QUESTIONS? VISIT [\[hyperlink\]](#)

WHO'S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in a Settlement Class?

The Court decided that everyone who fits the following description is a member of the **Settlement Classes**:

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.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

To receive a benefit under the Settlement, Settlement Class Members may elect to either: (i) do nothing and receive a Discount Code for a 25% discount on one future purchase of tickets to one of Moodswings's shows from Moodswings's Websites; or (ii) timely and validly submit a Claim for a Cash Payment.

- **Discount Code:** A Discount Code can be used in one transaction for up to 4 tickets or the number of tickets the Settlement Class Member purchased in the Settlement Class Period, whichever is greater. The single-use Discount Code is freely transferrable and stackable, and it will apply to any of Moodswings's shows in the United States, including Astronomica, Beautifica, Mesmerica, Mesmerica XL, and any future offerings by Moodswings.
- **Cash Payment:** Settlement Class Members who timely and validly submit a Claim Form for Cash Payment will receive for each Moodswings ticket they purchased during the Settlement Class Period a payment in the amount of \$3.37 for the California Settlement Class, \$2.54 for the Colorado Settlement Class, \$2.65 for the Connecticut Settlement Class, \$3.48 for the Maryland Settlement Class, \$7.12 for the New York Settlement Class, and \$3.70 for the Tennessee Settlement Class.

Moodswings has agreed to pay all Approved Claims, as well as Settlement Administration Expenses, any Court-approved Fee Award or Service Award to Class Counsel and the Class Representatives, respectively. Class Counsel intends to apply to the Court for a Fee Award of no more than \$274,125 and Class Representatives intend to seek not more than \$1,000 each as Service Awards.

Prospective Relief. Additionally, without admitting guilt or wrongdoing of any kind, Moodswings has changed the purchase flow for tickets on Moodswings's Websites and agrees to continue complying with 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 unless and until these laws are amended, repealed, or otherwise invalidated.

A detailed description of the settlement benefits can be found in the Settlement Agreement, a copy of which is accessible on the Settlement Website by clicking [here](#).
[insert hyperlink]

QUESTIONS? VISIT [\[hyperlink\]](#)

7. How much will my cash payment be?

You **must** submit a timely and valid Claim Form **no later than** **[claims deadline]** to receive a Cash Payment. If your claim is approved, you will receive for each Moodswings ticket you purchased during the Settlement Class Period a payment in the amount of \$3.37 for the California Settlement Class, \$2.54 for the Colorado Settlement Class, \$2.65 for the Connecticut Settlement Class, \$3.48 for the Maryland Settlement Class, \$7.12 for the New York Settlement Class, and \$3.70 for the Tennessee Settlement Class.

You can file a claim by clicking **[here]**. Your payment will be made digitally (by PayPal, Venmo, or Zelle) or by paper check, at your election. Claim Forms must be postmarked and mailed, or submitted online, by 11:59 p.m. EST on **[DATE]**. Failure to submit a timely and valid Claim Form by the Claims Deadline will prevent you from receiving a Cash Payment.

8. When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled for **[Final Approval Hearing Date]**. If the Court approves the Settlement, the Settlement Administrator will issue your Discount Code or Cash Payment to you within 60 days after the Effective Date of the Settlement. If you elected a Cash Payment, your payment will be made in the form you elected (PayPal, Venmo, Zelle, or paper check). All checks will expire and become void 180 days after they are issued.

HOW TO GET BENEFITS

9. How do I get a payment?

If you are a Settlement Class Member and you want to receive a Discount Code, you do not need to do anything.

If you are a Settlement Class Member and you want to receive a Cash Payment, you **must** complete and submit a timely and valid Claim Form by **[Claims Deadline]**.

Claim Forms can be found and submitted by clicking **[here]** **[hyperlink]**, or by printing and mailing a paper Claim Form, copies of which are available for download **[here]** **[hyperlink]**. You must provide proof of your Settlement Class membership in the Claim Form by providing the unique Notice ID and Confirmation Code on the Notice you received by email. If for some reason you did not receive this information, but believe you are a Settlement Class Member, please contact the Settlement Administrator at **[email]**. Failure to submit a timely and valid Claim Form by the Claims Deadline will prevent you from receiving a Cash Payment. Mass, class, 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.

QUESTIONS? VISIT **[hyperlink]**

We encourage you to submit your claim online. Not only is it easier, but it is completely free and takes only minutes.

REMAINING IN THE SETTLEMENT

10. What am I giving up if I stay in the Settlement Class?

If you do not opt out and the Court approves the Settlement, you will give up your right to sue Moodswings and other Released Parties for the claims being resolved by this Settlement. The specific claims you are giving up are described in the Settlement Agreement, a copy of which is accessible on the Settlement Website by clicking [here](#). [\[insert hyperlink\]](#)

The Settlement Agreement describes the Released Claims with specific descriptions, so read it carefully. If you have any questions you can talk to the lawyers listed in Question 11 for free or you can, of course, talk to your own lawyer at your own expense.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in the case?

The Court has appointed Philip L. Fraietta, Stefan Bogdanovich, and Eleanor R. Grasso of Bursor & Fisher, P.A. to represent the Settlement Classes. They are called “Class Counsel.” They believe, after conducting an investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Classes. If you would like to speak to them, they can be contacted via [\[insert\]](#). You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your own expense.

12. How will the lawyers be paid?

Class Counsel’s fees, costs, and expenses will be awarded by the Court and paid separately by Moodswings. Class Counsel will file a fee petition seeking no more than \$274,125, which includes reimbursement of their costs and expenses. The Court may award less than this amount.

Subject to approval by the Court, the Class Representatives may separately be paid Service Awards of \$1,000 for helping to bring and resolve the case. The Court may award less than this amount, which will be paid separately by Moodswings.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must mail a request to opt out no later than [\[Opt Out Deadline\]](#) to the Settlement Administrator at the following address:

[QUESTIONS? VISIT \[hyperlink\]](#)

[Address Line 1]

[Address Line 2]

[Address Line 3]

[Address Line 4]

Your opt-out request must be personally signed by you, and it must contain: (1) your name, address, telephone number, and email address (if any); (2) the name and case number of the Action (*Oliva, et al. v. Moodswings, LLC*, Index No. 628144/2025); and (3) a statement indicating a request to be excluded from the Settlement. A request to be excluded that does not include all of this information, or that is sent to an address other than the address provided above, or that is not postmarked within the time specified, shall be invalid.

Mass, class, or other purported group opt-outs signed by an attorney or other person or entity in a representative capacity are invalid and will not be accepted.

14. If I don't exclude myself, can I sue Moodswings for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Moodswings for the claims being resolved by this Settlement.

15. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, you will not receive a Discount Code or be eligible to submit a Claim Form for Cash Payment.

OBJECTING TO THE SETTLEMENT

16. How do I object to the Settlement?

If you are a Settlement Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views.

To object, you must file with the Clerk of the Court, or, if you are represented by counsel, file through the Court's NYSCEF system, a letter or brief stating that you object to the Settlement in *Oliva, et al. v. Moodswings, LLC*, Index No. 628144/2025 and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you rely on for your objections. For filing with the Clerk of the Court, the Court's address is:

Supreme Court of the State of New York, County of Nassau
100 Supreme Court Drive
Mineola, New York 11501

QUESTIONS? VISIT [\[hyperlink\]](#)

Your letter or brief must also include:

- The name and case number of the Action;
- Your name and address;
- An explanation of the basis upon which you claim to be a Settlement Class Member;
- The name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with your objection or who may profit from the pursuit of the objection;
- A statement indicating whether you intend to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court); and
- Your signature.

If you, or an attorney assisting you with your objection, have ever objected to any class action settlement where you or the objecting attorney has asked for or received payment in exchange for dismissal of the objection (or any related appeal) without modification to the settlement, you must include a statement in your objection identifying each such case by full case caption.

You must also mail or deliver by hand or overnight delivery service a copy of your letter or brief to Class Counsel, Moodswings's Counsel, and the Settlement Administrator at the addresses below, postmarked no later than **[Objection Deadline]**.

Class Counsel	Moodswings's Counsel	Settlement Administrator
Philip L. Fraietta Bursor & Fisher, P.A. 50 Main St., Suite 475 White Plains, NY 10606	Purvi G. Patel Morrison & Foerster LLP 707 Wilshire Blvd., Suite 6000 Los Angeles, CA 90017	[Address Line 1] [Address Line 2] [Address Line 3] [Address Line 4]

17. What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you remain a Settlement Class Member. Excluding yourself from the Settlement is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

QUESTIONS? VISIT [hyperlink]

THE COURT'S FINAL APPROVAL HEARING

18. When and where will the Court decide whether to approve the Settlement?

The Court will hold the Final Approval Hearing at _____ on [date] in Courtroom X at the Supreme Court of the State of New York, County of Nassau, 100 Supreme Court Drive, Mineola, New York 11501. The hearing may be postponed to a different date or time without notice, so it is a good idea to check for updates by visiting the Settlement Website at [Settlement Website].

The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Classes; to consider Plaintiffs' Application for Fee Award and Service Awards. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection or comment, you don't have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it's not required.

20. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include in your letter or brief objecting to the Settlement a statement saying that you intend to appear at the hearing.

GETTING MORE INFORMATION

21. Where do I get more information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement, a copy of which is accessible on the Settlement Website by clicking [here](#). [insert hyperlink].

You may also write with questions to [insert addressee] at [insert address]. You can email the Settlement Administrator at [email] or call Class Counsel at (646) 837-7150, if you have any questions.

Before doing so, however, please read this full Notice carefully. You may also find additional information on the Settlement Website.

QUESTIONS? VISIT [hyperlink]

EXHIBIT D

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU**

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

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT AGREEMENT, CERTIFYING
SETTLEMENT CLASS, APPOINTING CLASS REPRESENTATIVES,
APPOINTING CLASS COUNSEL, AND APPROVING NOTICE PLAN**

WHEREAS, a class action is pending before the Court entitled *Oliva, et al. v.*

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

WHEREAS, Plaintiffs Amanda Oliva, Carla Federation, Tara Anderson, Elia “Ellie” Santana, Christopher Dennis, and Lisa Owenby and Defendant Moodswings, LLC have entered into a Class Action Settlement Agreement, which, together with the exhibits attached thereto, sets forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice as to Defendant upon the terms and conditions set forth therein (the “Settlement Agreement”), and the Court having read and considered the Settlement Agreement and exhibits attached thereto;

This matter coming before the Court upon the agreement of the parties, good cause being shown, and the Court being fully advised in the premises,

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.

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 having heard the parties and being fully advised in the premises, 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

wrongdoing or any violation of law.

Final Approval Hearing

5. The Final Approval Hearing shall be held before this Court on _____, at _____. [*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 _____ [*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 _____ [*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 _____ [*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 _____ [*suggested date of 21 days before Final Approval hearing*].

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

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

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 _____ [*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 _____ [*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

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

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 _____ [*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

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

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

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.

IT IS SO ORDERED, this _____ day of _____, 2026.

The Honorable _____, J.S.C.

EXHIBIT E

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU**

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

**STIPULATION REGARDING UNDERTAKING
RE: ATTORNEYS’ FEES, COSTS, AND EXPENSES**

Plaintiffs Amanda Oliva, Carla Federation, Tara Andersen, Elia “Ellie” Santana, Christopher Dennis, and Lisa Owenby and Moodswings, LLC (collectively, “the Parties”), by and through and including their undersigned counsel, stipulate and agree as follows:

WHEREAS, Bursor & Fisher, P.A. (the “Firm”) desires to give an undertaking (the “Undertaking”) for repayment of the award of attorneys’ fees, costs, and expenses approved by the Court, and

WHEREAS, the Parties agree that this Undertaking is in the interests of all Parties and in service of judicial economy and efficiency.

NOW, THEREFORE, the undersigned counsel, Scott A. Bursor, as agent for his law firm, hereby submits his law firm to the jurisdiction of the Court for the purpose of enforcing the provisions of this Undertaking.

Capitalized terms used herein without definition have the meanings given to them in the Settlement Agreement.

By receiving any payments pursuant to the Settlement Agreement, the Firm and its shareholders, members, and/or partners submit to the jurisdiction of the Supreme Court of the State of New York, County of Nassau for the enforcement of and adjudication of any and all disputes relating to or arising out of the reimbursement obligation set forth herein and the Settlement Agreement entered into the Parties to the above-captioned litigation.

In the event that the Final Approval Order and Judgment or any part of it is vacated, overturned, reversed, or rendered void as a result of an appeal, or the Settlement Agreement is voided, rescinded, or otherwise terminated for any other reason, the Firm shall, within 14 days repay to Moodswings, based upon written instructions provided by Moodswings's Counsel, the full amount of the attorneys' fees and costs paid to the Firm by Moodswings, including any accrued interest.

In the event the Final Approval Order is upheld, but the attorneys' fees, costs, and expenses awarded by the Court or any part of them are vacated, modified, reversed, or rendered void as a result of an appeal, the Firm shall within 14 days repay to Moodswings, based upon written instructions provided by Moodswings's Counsel, the attorneys' fees and costs paid to the Firm by Moodswings in the amount vacated or modified, including any accrued interest.

This Undertaking and all obligations set forth herein shall expire upon finality of all direct appeals of the Final Approval Order.

In the event the Firm fails to repay to Moodswings any of attorneys' fees and costs that are owed to it pursuant to this Undertaking, the Court shall, upon application of Moodswings, and notice to the Firm, summarily issue orders, including but not limited to judgments and

attachment orders against the Firm, and may make appropriate findings for sanctions for contempt of court. The Firm shall reimburse Moodswings for the reasonable attorneys' fees and costs incurred in making the application for repayment of the attorneys' fees and costs owed to Moodswings pursuant to this Undertaking.

The undersigned representative and agent for Bursor & Fisher, P.A., Scott A. Bursor, stipulates, warrants, and represents that he has both actual and apparent authority to enter into this stipulation, agreement, and undertaking on behalf of the Firm.

This Undertaking may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures by facsimile, PDF, or other electronic means shall be as effective as original signatures.

The undersigned declare under penalty of perjury under the laws of the United States that they have read and understand the foregoing and that it is true and correct.

IT IS SO STIPULATED THROUGH COUNSEL OF RECORD:

DATED: March 9, 2026

BURSOR & FISHER, P.A.



By: Scott A. Bursor, on behalf of Bursor & Fisher, P.A.
Attorneys for Plaintiffs

DATED: March 3, 2026

MORRISON & FOERSTER LLP



By: Purvi G. Patel
(application for admission pro hac vice forthcoming)
Attorneys for Defendant Moodswings, LLC

DATED: March 3, 2026

MORRISON & FOERSTER LLP



By: Adam J. Hunt
Attorneys for Defendant Moodswings, LLC