

## Notice of Proposed Class Action Settlement & Final Fairness Hearing

*Katz et al. v. Live Nation, Inc. et al.*

United States District Court for the District of New Jersey

Civil Action No. 1:09-cv-003740-MLC-DEA

This Notice is authorized by the United States District Court for the District of New Jersey.

This is not a solicitation. Do not be alarmed. You are NOT being sued.

**Records indicate that you bought tickets online between 6/23/2003 and 6/15/2011 to an event at PNC Bank Arts Center and as a result, under a class action settlement, subject to the court's final approval you will be entitled to 3 free tickets to select events and a coupon code for a \$5.00 discount towards a future online ticket purchase, if you submit a valid claim and request the free tickets.**

**TO RECEIVE BENEFITS, YOU MUST SUBMIT A CLAIM ONLINE AT [WWW.LIVENATIONSETTLEMENT.COM](http://WWW.LIVENATIONSETTLEMENT.COM) BY APRIL 30, 2014. YOU MUST KNOW THE NAME OR PRIMARY ARTIST OF THE EVENT THAT YOU BOUGHT TICKETS FOR.**

This Notice is to inform you of a class action settlement in a lawsuit against Live Nation Worldwide, Inc. ("Live Nation") claiming that Live Nation violated the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., and the New Jersey Truth in Consumer Contract, Warranty and Notice Act, N.J.S.A. 56:12-14 et seq., by charging certain fees on tickets purchased online for events at PNC Bank Arts Center.

If the Court approves the settlement, anyone who bought tickets online between 6/23/2003 and 6/15/2011, through [www.livenation.com](http://www.livenation.com) or [www.ticketmaster.com](http://www.ticketmaster.com), for an event at PNC Bank Arts Center ("Class Members") will be entitled to receive 3 free "lawn tickets" to select events at PNC Bank Arts Center and/or Susquehanna Bank Center, and a coupon code for a \$5.00 discount towards a future online ticket purchase for any Live Nation-promoted event at any Live Nation-owned or -operated venue, if that Class Member submits a valid claim and request for the free tickets. You are receiving this Notice because, according to Live Nation's records, you were identified as a Class Member.

**UNLESS YOU SUBMIT A CLAIM ONLINE AT [WWW.LIVENATIONSETTLEMENT.COM](http://WWW.LIVENATIONSETTLEMENT.COM) BY APRIL 30, 2014, USING THE NAME OR PRIMARY ARTIST OF THE EVENT THAT YOU BOUGHT TICKETS FOR, YOU WILL NOT RECEIVE FREE TICKETS OR A COUPON CODE THAT CAN BE USED FOR THE \$5.00 DISCOUNT.**

This Notice summarizes the claims made in the lawsuit, describes the settlement and informs you of your rights. Your legal rights are affected whether or not you act. **Please read this Notice carefully.**

### YOUR LEGAL RIGHTS & OPTIONS REGARDING THE SETTLEMENT

<b>Do nothing:</b>	<i>Get no free tickets or coupon code. You also give up your right to bring any other lawsuit against Live Nation for issues arising from or relating to the legal claims in this case.</i>
<b>Submit a claim:</b>	<i>The only way to get 3 free tickets to select events (by submitting request(s)) and a coupon code for a \$5.00 discount towards a future online ticket purchase.</i>
<b>Exclude yourself:</b>	<i>Get no free tickets or coupon code. Excluding yourself is the only way you can ever be part of any other lawsuit against Live Nation for issues arising from or relating to the legal claims in this case.</i>
<b>Object:</b>	<i>Write to the Court about why you think the settlement is or is not fair.</i>
<b>Go to a hearing:</b>	<i>Ask to speak in Court about why you think the settlement is or is not fair.</i>

These options—and the deadlines to exercise them—are explained further in this Notice. The Court still has to decide whether or not to grant final approval of the settlement. You will only receive benefits if the Court grants final approval and you timely submit a claim. Therefore, please be patient.

**BASIC INFORMATION**

1. WHAT IS A CLASS ACTION AND WHO IS INVOLVED?.....3  
2. WHAT IS THIS LAWSUIT ABOUT?.....3  
3. WHY DID I GET THIS NOTICE?.....3  
4. WHY IS THERE A SETTLEMENT?.....3

**WHO IS AFFECTED BY THE SETTLEMENT**

5. WHO IS IN THE CLASS?.....3  
6. ARE THERE EXCEPTIONS TO BEING INCLUDED IN THE CLASS?.....3  
7. WHAT IF I AM NOT SURE THAT I AM A CLASS MEMBER?.....3

**THE LAWYERS REPRESENTING THE CLASS**

8. DO I HAVE A LAWYER REPRESENTING ME IN THIS CASE?.....4  
9. HOW WILL CLASS COUNSEL GET PAID?.....4

**THE SETTLEMENT BENEFITS**

10. WHAT DOES THE SETTLEMENT PROVIDE?.....4  
11. WHAT AM I GIVING UP IN EXCHANGE FOR THE SETTLEMENT?.....5

**SUBMITTING A CLAIM FOR BENEFITS UNDER THE SETTLEMENT**

12. HOW DO I GET MY FREE TICKET VOUCHERS AND COUPON CODE?.....6  
13. WHEN WILL I RECEIVE MY FREE TICKET VOUCHERS AND COUPON CODE?.....6  
14. WHAT HAPPENS IF THE COURT DOES NOT APPROVE THE SETTLEMENT?.....6

**EXCLUDING YOURSELF FROM (OPTING OUT OF) THE SETTLEMENT**

15. HOW DO I EXCLUDE MYSELF FROM (OPT OUT OF) THE CLASS?.....6  
16. IF I DO NOT EXCLUDE MYSELF (OPT OUT), CAN I STILL SUE LIVE NATION FOR THE SAME THING LATER?.....7  
17. IF I EXCLUDE MYSELF (OPT OUT), DO I STILL RECEIVE FREE TICKET VOUCHERS OR A COUPON CODE?.....7

**OBJECTING TO THE SETTLEMENT**

18. HOW DO I TELL THE COURT THAT I DO NOT LIKE THE SETTLEMENT?.....7  
19. WHAT IS THE DIFFERENCE BETWEEN OBJECTING TO AND EXCLUDING MYSELF FROM (OPTING OUT OF) THE SETTLEMENT?.....7

**DETAILS ABOUT THE FINAL FAIRNESS HEARING**

20. WHEN AND WHERE WILL THE FINAL FAIRNESS HEARING BE?.....8  
21. DO I HAVE TO GO TO THE FINAL FAIRNESS HEARING?.....8  
22. AM I ALLOWED TO SPEAK AT THE FINAL FAIRNESS HEARING?.....8

**EFFECTS OF DOING NOTHING**

23. WHAT HAPPENS IF I DO NOTHING AT ALL?.....8

**GETTING MORE INFORMATION**

24. WHERE CAN I GET MORE DETAILS ABOUT THE CASE AND/OR THE SETTLEMENT?.....8  
25. WHAT IF MY MAILING ADDRESS, E-MAIL ADDRESS OR TELEPHONE NUMBER CHANGES?.....8

## BASIC INFORMATION

### 1. WHAT IS A CLASS ACTION AND WHO IS INVOLVED?

In a class action lawsuit, one or more people (“Class Representatives”) sue on behalf of all other people who have similar claims. Together, these people are called “Class Members”, or collectively, a “Class”. Because everyone in the Class has the same claims against the party being sued, one court can resolve the issues for everyone in the Class, except those who exclude themselves. In this case, Michael Katz and Clifford Davidson are the Class Representatives.

### 2. WHAT IS THIS LAWSUIT ABOUT?

Mr. Katz and Mr. Davidson filed a lawsuit claiming that Live Nation charged “fees” on tickets purchased online that violated the New Jersey Consumer Fraud Act (“CFA”), *N.J.S.A. 56:8-1 et seq.*, and the New Jersey Truth in Consumer Contract, Warranty and Notice Act (“TCCWNA”), *N.J.S.A. 56:12-14 et seq.*

Specifically, Mr. Katz and Mr. Davidson claim that Live Nation violated the CFA and TCCWNA by adding certain fees, such as mandatory “parking fees”, “ticket fees” and “charity fees” to the price of each ticket to events at PNC Bank Arts Center in Holmdel, NJ (“PBAC”).

Live Nation has denied all allegations in the lawsuit and maintains that it did nothing wrong. **The Court has not decided which side is right.**

### 3. WHY DID I GET THIS NOTICE?

You received this Notice because Live Nation’s records show that you bought tickets online between 6/23/2003 and 6/15/2011 (the “Settlement Period”), through [www.livenation.com](http://www.livenation.com) or [www.ticketmaster.com](http://www.ticketmaster.com), for an event at PBAC.

### 4. WHY IS THERE A SETTLEMENT?

The Class Representatives, acting on behalf of themselves and the Class, agreed to a settlement with Live Nation in order to avoid the expense of a trial and possible appeals, and to ensure that those affected will receive fair compensation. The Class Representatives and the attorneys appointed by the Court to serve as “Class Counsel” believe that the settlement is in the best interest of all Class Members and provides fair compensation in exchange for releasing the claims against Live Nation. The settlement does not mean that Live Nation did anything wrong.

## WHO IS AFFECTED BY THE SETTLEMENT

The settlement affects all individuals within the “Class” defined below. You received this Notice because you were already identified as a “Class Member”.

### 5. WHO IS IN THE CLASS?

The Class includes anyone who bought tickets online through [www.livenation.com](http://www.livenation.com) or [www.ticketmaster.com](http://www.ticketmaster.com), during the Settlement Period, for an event at PBAC.

Live Nation has confirmed that there are 362,928 Class Members, including the Class Representatives.

### 6. ARE THERE EXCEPTIONS TO BEING INCLUDED IN THE CLASS?

Yes. The Class specifically excludes Live Nation and all of Live Nation’s past and present parent companies, subsidiaries, joint ventures, partnerships, affiliates, controlled entities and assignees, as well as all of their respective predecessors, assigns and successors-in-interest, and all of their respective present or former directors, officers, members, shareholders, agents, employees, representatives, administrators, insurers and indemnitees.

### 7. WHAT IF I AM NOT SURE THAT I AM A CLASS MEMBER?

If you are not sure that you are a Class Member, and you believe you may have received this Notice in error, you can ask for free help. You can call 1-855-569-5890 or visit the “Settlement Website” at [www.livenationsettlement.com](http://www.livenationsettlement.com) for more information.

## THE LAWYERS REPRESENTING THE CLASS

### 8. DO I HAVE A LAWYER REPRESENTING ME IN THIS CASE?

The Court decided that Andrew R. Wolf, Esq. of The Wolf Law Firm LLC and Lee Squitieri, Esq. of Squitieri & Fearon LLP will represent all Class Members as “Class Counsel”.

These attorneys are experienced in representing class members in class action lawsuits and settlements.

Class Counsel’s contact information is as follows:

THE WOLF LAW FIRM LLC  
1520 U.S. Highway 130, Suite 101  
North Brunswick, New Jersey 08902  
Telephone: (732) 798-8055 | Facsimile: (732) 545-1030  
E-mail: info@wolflawfirm.net

SQUITIERI & FEARON LLP  
32 East 57th Street, 12th Floor  
New York, New York 10022  
Telephone: (212) 421-6492 | Facsimile: (212) 421-6553  
E-mail: lee@sfclasslaw.com

### 9. HOW WILL CLASS COUNSEL GET PAID?

**Class Members will not be charged for the services they provide on behalf of the Class;** if approved by the Court, their fees will be paid by Live Nation as part of the settlement. You may choose to have your own attorney represent you in this matter; however, if you want to be represented by your own attorney, you will be responsible for paying his/her fees.

Subject to Court approval, Live Nation has agreed to pay Class Counsel’s fees and costs in the amount of \$1,699,000.00 within 10 days after the settlement becomes final. Class Counsel’s fees and costs were negotiated by the parties with the assistance of the Honorable Stephen M. Orlofsky, U.S.D.J. (ret.), a retired federal District Court Judge, who the parties chose to mediate the amount of fees and costs to be paid to Class Counsel. This amount includes all fees and costs for time and costs already spent by Class Counsel and any additional time and costs to be spent by Class Counsel through the conclusion of this matter. This payment of fees and costs to Class Counsel is **in addition to the settlement benefits to the Class and will not reduce the benefits to the Class.**

## THE SETTLEMENT BENEFITS

### 10. WHAT DOES THE SETTLEMENT PROVIDE?

In exchange for releasing certain claims against Live Nation (see Question 11 below), you and all other Class Members who submit a claim by April 30, 2014 will receive the 3 “Free Ticket Vouchers” and a Coupon Code for a \$5.00 discount towards a future online ticket purchase.

#### Free Ticket Vouchers

Free Ticket Vouchers will be redeemable for 3 “Free Lawn Tickets” to select “Free Ticket Events” at either PBAC or Susquehanna Bank Center in Camden, NJ (“SBC”) in accordance with the Court-approved “Free Ticket Distribution Process”.

- Live Nation will designate at least 60% of the total number of events at PBAC and SBC, combined, as Free Ticket Events;
- At least 50% (possibly 55%) of the total number of Free Ticket Events will be events at PBAC;
- Only outdoor events at SBC will be designated as Free Ticket Events;
- Live Nation will make at least 200 Free Lawn Tickets available for each Free Ticket Event;
- Each Free Lawn Ticket will have an average face value of at least \$33.25 as of the date Free Lawn Tickets for a Free Ticket Event are made available to Class Members;
- Live Nation may make additional Free Lawn Tickets to a Free Ticket Event available at a later date to meet demand for that event;
- If a Free Ticket Event is cancelled, any Free Ticket Voucher(s) that you used for that event will be reactivated and you will be able to use the reactivated Free Ticket Voucher(s) for another Free Ticket Event; and
- Free Ticket Vouchers will be redeemable for at least 4 years after final approval of the settlement (the Settlement Administrator will notify you of the start and end dates), unless all Free Lawn Tickets were made available earlier.

### Free Ticket Distribution and Redemption Process

Free Lawn Tickets for each Free Ticket Event will be available on the date when tickets for that event go on sale to the general public, and will remain available until they are all redeemed or 48 hours before event.

- The Settlement Administrator will send you an e-mail on the date that Free Lawn Tickets for a Free Ticket Event are made available. The e-mail will state that Free Ticket Vouchers may be redeemed for that event and list the total number of Free Lawn Tickets available for the event.
- To redeem a Free Lawn Ticket, you must enter your Free Ticket Voucher code and the name of the Free Ticket Event at [www.livenationsettlement.com](http://www.livenationsettlement.com). You may redeem your Free Lawn Tickets for a Free Ticket Event up to 48 hours before the event, if there are still Free Lawn Tickets available for that event.
- Free Lawn Tickets will be distributed on a first come, first served basis.
- If you want to designate another person to pick up the Free Lawn Ticket(s), you must submit his/her name when you redeem your Free Ticket Voucher(s).
- The Settlement Administrator will send you an e-mail to let you know if your request for Free Lawn Tickets to the desired event is accepted.
  - If your request is accepted, the e-mail will remind you that the ticket(s) will be available for pick-up—by the person you identified during the redemption process—at the will call window on the day of the event.
  - If Free Lawn Tickets are no longer available for that Free Ticket Event, the e-mail from the Settlement Administrator will advise you that the Free Ticket Voucher(s) you attempted to use are still active and may be redeemed for another Free Ticket Event.
  - You may pick up no more than 6 Free Lawn Tickets to any single Free Ticket Event.

The Settlement Administrator will periodically remind you to redeem your Free Ticket Vouchers.

### Coupon Code

If you timely submit a claim, you will also receive an e-mail from the Settlement Administrator with a Coupon Code for a one-time \$5.00 discount towards a future online ticket purchase.

The Coupon Code:

- Is redeemable for the purchase of tickets on [www.livenation.com](http://www.livenation.com) or [www.ticketmaster.com](http://www.ticketmaster.com) for any Live Nation-promoted event held at any Live Nation-owned or -operated venue;
- May be redeemed by you or another person that you designate at the time you submit your claim;
- Is otherwise non-transferable;
- Is valid for 4 years after it is sent to you by the Settlement Administrator (you will receive an e-mail from the Settlement Administrator every 9 months reminding you to use your Coupon Code); and
- May be used in conjunction with another Coupon Code (2 Coupon Codes are needed), such that you may receive up to \$10.00 off the purchase price of any single ticket.

No more than 6 Coupon Codes will be sent to any one e-mail address or mailing address.

### Additional Settlement Benefits

The settlement also includes the following additional benefits for the Class:

- Live Nation will pay all costs and expenses associated with administering the final settlement, including the Settlement Administrator's fees and costs;
- Live Nation will make cash payments of \$7,500 each to Mr. Katz and Mr. Davidson, in recognition of their efforts prosecuting the claims on behalf of the Class for the last 4 years; and
- Live Nation agreed to pay Class Counsel's fees and costs as set forth under Question 9 above.

## **11. WHAT AM I GIVING UP IN EXCHANGE FOR THE SETTLEMENT?**

Generally, you are giving up the right to start, continue or join any other lawsuit against Live Nation for claims that were or could have been brought in this lawsuit, related to ticket purchase transactions during the Settlement Period (6/23/2003 through 6/15/2011) for events at PBAC. Specifically, if the settlement is approved and becomes final, you and your successors, assigns, executors, administrators, descendants, dependents and heirs will jointly and severally remise, release, acquit and forever discharge Live Nation and all of its past and present parent companies, subsidiaries, joint ventures, partnerships, affiliates,

controlled entities, assignees, and all of their respective predecessors, assigns, and successors-in-interest, and all of their respective present or former directors, officers, members, shareholders, agents, employees, representatives, administrators, insurers, and indemnitees from any and all claims that were brought or could have been brought in this lawsuit relating to online ticket purchase transactions during the Settlement Period, through [www.livenation.com](http://www.livenation.com) or [www.ticketmaster.com](http://www.ticketmaster.com), for events held at PBAC, whether known or unknown, including without limitation any and all claims relating to “parking fees”, “ticket fees” and/or “charity fees”, the “No Service Fee Wednesday” promotion, the services, parking and facilities provided or not provided at the events, the charges on the tickets purchased online during the Settlement Period for events at PBAC, and any other claims related to the terms, substance, or process of online ticket purchase transactions during the Settlement Period and for events at PBAC. Although the Parties agree that this is not a general release, each Class Member expressly understands and acknowledges that certain state statutes and principles of common law (e.g., Cal.Civ.Code §1542) provide that a “general” release does not extend to claims that a creditor does not know or suspect to exist in his, her or its favor at the time of executing the release and which, if known, must have materially affected the settlement with the debtor. To the extent that any Class Member may argue that such statutes or principles of common law are applicable to the specific Released Claims set forth in the Settlement Agreement, each Class Member agrees that any such statutes, principles of common law or other sources of legal authority of any and all jurisdictions that may be applicable are hereby knowingly and voluntarily waived and relinquished by each Class Member.

**If you exclude yourself from (opt out of) the Class, you will not release any claims against Live Nation.**

## **SUBMITTING A CLAIM FOR BENEFITS UNDER THE SETTLEMENT**

### **12. HOW DO I GET MY FREE TICKET VOUCHERS AND COUPON CODE?**

You must submit a claim through the Settlement Website to qualify for and receive benefits from the settlement once it is approved by the Court.

**SETTLEMENT WEBSITE ADDRESS: [WWW.LIVENATIONSETTLEMENT.COM](http://WWW.LIVENATIONSETTLEMENT.COM)**

**DEADLINE TO SUBMIT A CLAIM: APRIL 30, 2014**

**YOU MUST KNOW THE NAME OR PRIMARY ARTIST OF THE EVENT THAT YOU BOUGHT TICKETS FOR.**

On the Settlement Website, select the option to file a claim using the event name or primary artist information, enter all of the required information and certify that the information you submit is true and accurate. During that process, you can choose to either receive all of the settlement benefits yourself or designate another person to receive the Coupon Code. Free Ticket Vouchers will only be issued to you.

The Settlement Administrator will then compare the information you provided with Live Nation’s database to verify whether or not you are a Class Member. The Settlement Administrator will have the authority to determine if you are a Class Member based upon records provided to the Settlement Administrator by Live Nation.

If the Settlement Administrator cannot verify that you are a Class Member, the Settlement Administrator will notify you and offer a fair, binding and non-appealable process to review its determination and resolve any dispute, should you choose to do so.

If your claim is accepted, assuming the Court approves the settlement, you will receive an e-mail from the Settlement Administrator containing 3 Free Ticket Voucher codes and, unless you transferred the Coupon Code to another person, a Coupon Code.

### **13. WHEN WILL I RECEIVE MY FREE TICKET VOUCHERS AND COUPON CODE?**

The Court will hold a Final Fairness Hearing (*see* Question 20 below) to decide whether or not to approve the settlement, after which, the Court will issue its determination. This process takes time and it is impossible to predict how much time the Court will need to reach a decision. If you submit a claim, you will be kept informed of the progress of the settlement. Please be patient.

### **14. WHAT HAPPENS IF THE COURT DOES NOT APPROVE THE SETTLEMENT?**

If the settlement is not approved, or does not become final, the parties will be returned to the positions they were in before they entered into the settlement, and this case will then proceed before the Court as if the settlement never happened.

## **EXCLUDING YOURSELF FROM (OPTING OUT OF) THE SETTLEMENT**

If you do not want to receive the settlement benefits, and want to keep the right to sue Live Nation on your own in a separate lawsuit, you must take steps to exclude yourself from the Class (also known as “opting out”).

### **15. HOW DO I EXCLUDE MYSELF FROM (OPT OUT OF) THE CLASS?**

If you want to be excluded from (opt out of) the settlement, you must send **written** notice to the Settlement Administrator. **Your written notice must contain: (1) your name; (2) your current street address and e-mail address; (3) the name or primary artist of the event you bought tickets for; (4) the name, address and telephone number of your attorney if you have one; (5) your signature; and (6) the following statement: “I do not want to be part of the Class in *Katz et al. v. Live Nation, Inc. et al.*; Civil Action No. 1:09-cv-003740-MLC-DEA.”**

**Your written notice must be postmarked no later than February 7, 2014, and mailed to:**

*Katz v. Live Nation Settlement Administrator*  
P.O. Box 43216  
Providence, RI 02940-3216

You can only exclude yourself from (opt yourself out of) the settlement, unless you are the legal guardian of a Class Member who is a minor.

**If your request to exclude yourself (opt out) is timely, you will no longer have any rights under the settlement.** This means you will receive no further notifications and you will not be entitled to share in any relief that may be awarded by the Court. If you exclude yourself (opt out), you will not release any claims and will not be bound by any final judgment in this matter.

**16. IF I DO NOT EXCLUDE MYSELF (OPT OUT), CAN I STILL SUE LIVE NATION FOR THE SAME THING LATER?**

No. Unless you exclude yourself, you give up any right to sue Live Nation for the claims that the settlement resolves. If you have a separate lawsuit pending against Live Nation, you should speak to your lawyer in that case immediately. You must exclude yourself from the Class to continue your own lawsuit. **Remember, your written notice must include the information set forth above and must be postmarked no later than February 7, 2014.**

**17. IF I EXCLUDE MYSELF (OPT OUT), DO I STILL RECEIVE FREE TICKET VOUCHERS OR A COUPON CODE?**

No. If you exclude yourself, you cannot get any benefits under this settlement; but, you may sue, continue to sue or be part of a different lawsuit against Live Nation.

**OBJECTING TO THE SETTLEMENT**

You can tell the Court that you do not agree with the settlement or some part of it

**18. HOW DO I TELL THE COURT THAT I DO NOT LIKE THE SETTLEMENT?**

If you do not exclude yourself (opt out), you may object to the settlement and ask to appear in person or through your attorney at the Final Fairness Hearing.

To object, you must send a **written** document to the Court that includes: (1) your name; (2) your current street address and e-mail address; (3) the name or primary artist of the event you bought tickets for; (4) a statement of each objection being made; (5) a description of the facts and legal basis for each objection; (6) a statement of whether you intend to appear at the Final Fairness Hearing; (7) a list of witnesses whom you may call by live testimony, oral deposition testimony or affidavit during the Final Fairness Hearing; (8) a list of exhibits that you may offer during the Final Fairness Hearing, along with copies of all of the exhibits; (9) the name, address and telephone number of your attorney, if you have one, who will represent you with respect to your objection(s); (10) a reference to "*Katz et al. v. Live Nation, Inc. et al.*; Civil Action No. 1:09-cv-003740-MLC-DEA" on all pages or documents; and (11) your signature.

**You must mail or deliver your objection(s) so that your written submission and related documents are received by the Court, Class Counsel and Live Nation's attorneys no later than February 7, 2014.**

If you do not object in the manner provided above, you will waive your right to object and will not be able to oppose any aspect of the settlement.

**All written objections made by Class Members must be sent to:**

The Court

Clerk of the Court, District of New Jersey  
United States District Court  
Clarkson S. Fisher Federal Building  
& U.S. Courthouse  
402 East State Street  
Room 2020  
Trenton, NJ 08608

Class Counsel

The Wolf Law Firm LLC  
*Attn: Katz v. Live Nation Settlement*  
1520 U.S. Highway 130, Suite 101  
North Brunswick, NJ 08902  
  
Squitieri & Fearon LLP  
*Attn: Katz v. Live Nation Settlement*  
32 East 57th Street  
12th Floor  
New York, NY 10022

Live Nation's Attorneys

Greenberg Traurig LLP  
*Attn: Katz v. Live Nation Settlement*  
200 Park Avenue  
Florham Park, NJ 07932

**19. WHAT IS THE DIFFERENCE BETWEEN OBJECTING TO AND EXCLUDING MYSELF FROM (OPTING OUT OF) THE SETTLEMENT?**

Objecting tells the Court that you want to remain in the Class, but think the settlement, or some aspect of it, is unfair. **You can object only if you remain in the Class, and you cannot object first and exclude yourself (opt out) later.**

Excluding yourself (opting out) tells the Court that you do not want to be part of the Class and do not want to participate in the settlement. **If you exclude yourself (opt out), you cannot object because the case no longer affects you.**

## DETAILS ABOUT THE FINAL FAIRNESS HEARING

The Court will hold a Final Fairness Hearing to decide whether or not to approve the settlement. You may attend that hearing and ask to speak, but you do not have to.

At the Final Fairness Hearing, the Court will decide: (1) whether or not the settlement is fair, reasonable and adequate; (2) whether or not to approve payment of the Class Representatives' incentive awards; and (3) whether or not to approve payment of Class Counsel's fees and reimbursement of Class Counsel's expenses. If there are objections, the Court may consider them.

### 20. WHEN AND WHERE WILL THE FINAL FAIRNESS HEARING BE?

**The Final Fairness Hearing is scheduled for 9:00 AM on March 28, 2014, before the Honorable Douglas E. Arpert, U.S.M.J., in Courtroom 6W at the Clarkson S. Fisher Federal Building & U.S. Courthouse, which is located at 402 East State Street, Trenton, NJ, 08608.** The Court may cancel or change the date/time of the Final Fairness Hearing without further written notice to Class Members.

### 21. DO I HAVE TO GO TO THE FINAL FAIRNESS HEARING?

No. You are welcome to attend the Final Fairness Hearing at your own expense; but you do not have to. Class Counsel will answer any questions that the Court may have. If you send a timely objection, you do not have to come to Court to talk about it. As long as your written objection was received on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

### 22. AM I ALLOWED TO SPEAK AT THE FINAL FAIRNESS HEARING?

If you object to the settlement, you may ask the Court for permission to speak at the Final Fairness Hearing. **To do so, you must send your written request to the Clerk of the Court, Class Counsel and Live Nation's attorneys at the addresses provided in Question 18 above so that it is received no later than February 7, 2014.** Your written request must state your name, address and telephone number, as well as the name, address and telephone number of any person who will appear on your behalf. Your request must also state that you previously objected to the settlement according to the requirements in Question 18 above. If your request fails to satisfy the requirements set forth in this Notice, or was not properly or timely submitted, it will be deemed ineffective and you will waive your right to appear and/or comment on the settlement at the Final Fairness Hearing.

**You cannot speak at the Final Fairness Hearing if you excluded yourself from (opted out of) the settlement.**

## EFFECTS OF DOING NOTHING

### 23. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing, you will not receive any benefits from this settlement. You will also be unable to start, continue or be part of any other lawsuit against Live Nation regarding the legal issues in this case ever again and you will release Live Nation from all of the claims in Question 11.

## GETTING MORE INFORMATION

### 24. WHERE CAN I GET MORE DETAILS ABOUT THE CASE AND/OR THE SETTLEMENT?

This Notice summarizes the settlement. More details are in the Settlement Agreement, which, along with other documents concerning the settlement, are available online at: [www.livenationsettlement.com](http://www.livenationsettlement.com).

The first place to check is the Settlement Website. Do not contact the Court for legal questions or advice.

More information is also available by calling 1-855-569-5890 or writing to *Katz v. Live Nation* Settlement Administrator, P.O. Box 43216, Providence, RI, 02940-3216. You may also contact Class Counsel using the information in Question 8.

### 25. WHAT IF MY MAILING ADDRESS, E-MAIL ADDRESS OR TELEPHONE NUMBER CHANGES?

If your mailing address, e-mail address or telephone number has changed, or changes before you receive your Free Ticket Vouchers or Coupon Code, you should send your new mailing address, e-mail address and/or telephone number to the Settlement Administrator at the address above. You may also e-mail the Settlement Administrator at [administrator@LiveNationSettlement.com](mailto:administrator@LiveNationSettlement.com) or call 1-855-569-5890. If you send an e-mail, please make sure to reference the name and case number of the lawsuit (*Katz et al. v. Live Nation, Inc. et al.*; Civil Action No. 1:09-cv-003740-MLC-DEA), and also provide your name, your PIN, old mailing address, old e-mail address and/or old telephone number.

**SO ORDERED** by the United States District Court for the District of New Jersey, at Trenton, New Jersey

s/ Honorable Douglas E. Arpert, U.S.M.J.