

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

Rebecca Vigil, on behalf of herself and the Putative  
Class,

Plaintiff,

v.

No. 1:20-cv-3248-JPC

SEATGEEK, INC.,

Defendant.

**NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT**

**IF YOU ARE A MEMBER OF THIS CLASS OF PERSONS, YOU SHOULD READ THIS NOTICE CAREFULLY BECAUSE IT WILL AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.**

**\*\*\*IMPORTANT—YOU MAY AUTOMATICALLY RECEIVE A CASH REFUND AND THEREFORE FORFEIT CREDITS ISSUED TO YOU BY SEATGEEK UNLESS YOU RESPOND TO THIS NOTICE AND AFFIRMATIVELY CHOOSE TO KEEP SUCH CREDITS IN LIEU OF A REFUND\*\*\***

A settlement (“Settlement”) has been proposed in the class-action lawsuit referenced above pending in the United States District Court for the Southern District of New York, Case No. 1:20-cv-3248-JPC (the “Action”). If the Court gives final approval to the Settlement, each Class Member will be entitled to the benefits described herein and subject to the limitations herein. Class Member means:

A SeatGeek user in the United States who has one or more Covered Transactions as of the Final Settlement Date where a Covered Transaction means: (1) an initial purchase of tickets to a live event via SeatGeek’s mobile website made between September 10, 2019 and March 17, 2020 by a user (such user, a “Purchaser”), or (2) the additional purchase of tickets on SeatGeek’s mobile website or on mobile application by the Purchaser *after* the initial purchase but *before* March 17, 2020, provided such purchases meet all of the following criteria as of the Final Settlement Date:

- (a) the live event for which the Purchaser purchased tickets was cancelled prior to the Settlement Date and not rescheduled;
- (b) the Purchaser received a Credit from SeatGeek without affirmatively opting to take the Credit;
- (c) the Purchaser paid SeatGeek for the purchase;
- (d) the purchase did not occur after the Purchaser had created a SeatGeek account;
- (e) the Purchaser has not already received a refund for the purchase; and
- (f) the Purchaser has not used the Credit, *i.e.*, applied it to another purchase.

The Settlement applies only to ticket purchases that qualify as Covered Transactions, *i.e.*, purchases made on the mobile website or mobile application during the time-frame specified above that meet all of the other criteria described above. If you received an email or postcard Notice, SeatGeek’s records indicate that you received a credit from SeatGeek in lieu of a cash refund in connection with a Covered Transaction. *The credit you received was in excess of the purchase price you paid.* If the Court approves the Settlement, to the extent that the Class Member made purchases that qualify as Covered Transactions and continue to qualify as Covered Transactions as of the Final Settlement Date, each Class Member is entitled to EITHER:

- (a) **[Default Option]** Receive a Refund Payment equal to the Refund Amount of each Covered Transaction in existence as of the Final Settlement Date. A Class Member who receives a Refund Payment (either by election or default) will forfeit any previously issued Credits for Covered Transactions; *or*
- (b) **[Action Required]** Receive an Extended Credit from SeatGeek, *i.e.*, retain any unused Credits issued previously by SeatGeek to the Class Member for any Covered Transactions with the expiration date extended through December 31, 2022.

***Class Members who do not make an election by the Response Deadline will forfeit any unused credits previously issued by SeatGeek for Covered Transactions and will be issued a Refund Payment.***

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>SUBMIT A CLAIM FORM</b>	<p>Visit the Settlement Website located at <a href="http://www.TicketLitigationSettlement.com">www.TicketLitigationSettlement.com</a> to obtain and to electronically submit a Claim Form and supporting documentation. You can also print the Claim Form from the website and then submit it by mail along with any supporting documentation.</p> <p>On the Claim Form, elect to:</p> <p>(a) Receive an Extended Credit from SeatGeek, <i>i.e.</i>, retain any unused Credits issued previously by SeatGeek to the Class Member for any Covered Transactions with the expiration date extended through December 31, 2022. This extension shall apply only to Credits for Covered Transactions;</p> <p><i>OR</i></p> <p>(b) Receive a Refund Payment equal to the Refund Amount of each Covered Transaction in existence as of the Final Settlement Date. A Class Member who receives a Refund Payment (either by election or default) will forfeit any previously issued Credits for Covered Transactions. Because this is the default option, you do not need to submit a claim if you want a Refund Payment unless you would like to update your personal or payment information. If you want to receive a Refund Payment, you should not use any existing Credit.</p> <p>Refund Payments and Extended Credits will be issued only for purchases that qualify as Covered Transactions as of the Final Settlement Date. If you use Credits issued for otherwise Covered Transaction(s) before the Final Settlement Date, you will not be issued a Refund Payment for any such transactions.</p>	<p>Deadline: August 14, 2023</p>
<b>DO NOTHING</b>	<p>If you have not used the Credits issued to your account, you will receive a Refund Payment (<i>i.e.</i>, a refund for any Covered Transaction). You will no longer have access to any previously received Credits for Covered Transactions.</p>	<p>N/A</p>
<b>EXCLUDE YOURSELF</b>	<p>If you exclude yourself from the Settlement, you will not receive a Refund Payment or Extended Credit under the Settlement. Excluding yourself is the only option that allows you to ever bring or maintain your own lawsuit against SeatGeek regarding the allegations in the Action ever again.</p>	<p>Deadline: August 14, 2023</p>
<b>OBJECT</b>	<p>You may write to the Court about why you object to (<i>i.e.</i>, don't like) the Settlement and think it should not be approved. Filing an objection does not exclude you from the Settlement. If you object, you are still eligible to receive a Refund Payment or Extended Credit.</p>	<p>Deadline: August 14, 2023</p>
<b>GO TO THE "FAIRNESS HEARING"</b>	<p>The Court will hold a Final Approval Hearing or "Fairness Hearing" to consider the Settlement and the request for attorneys' fees and costs of the lawyers who brought the Action.</p> <p>You may, but are not required to, speak at the Fairness Hearing about any objection you filed to the Settlement. If you intend to speak at the Fairness Hearing, you must also include as part of your objection a "Notice of Intention to Appear" to the Court and the Parties' attorneys indicating your intent to do so.</p>	<p>Hearing Date: October 18, 2023</p>

- These rights and options—and the deadlines to exercise them—are explained in more detail below.
- The Court in charge of this Action has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The relief provided to Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. *Please be patient.*

**WHAT THIS NOTICE CONTAINS**

**BACKGROUND INFORMATION..... 4**

- 1. Why did I receive a Notice?
- 2. What is this lawsuit about?
- 3. Why is this a class action?
- 4. Why is there a Settlement?
- 5. How do I know if I am part of the Settlement?
- 6. I'm still not sure if I am included.

**THE PROPOSED SETTLEMENT ..... 5**

- 7. What relief does the Settlement provide to the Class Members?

**SUBMITTING A CLAIM FORM..... 5**

- 8. How can I get a Refund Payment?
- 9. When will I get a Refund Payment?

**THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFF ..... 5**

- 10. Do I have a lawyer in this case?
- 11. How will the lawyers be paid?
- 12. Will the Representative Plaintiff receive any compensation for their efforts in bringing this Action?

**DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS ..... 6**

- 13. What am I giving up to obtain relief under the Settlement?

**HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT ..... 6**

- 14. How do I exclude myself from the Settlement?

**HOW TO OBJECT TO THE SETTLEMENT ..... 6**

- 15. How do I tell the Court that I do not like the Settlement?
- 16. What is the difference between excluding myself and objecting to the Settlement?

**FAIRNESS HEARING..... 7**

- 17. What is the Fairness Hearing?
- 18. When and where is the Fairness Hearing?
- 19. May I speak at the Fairness Hearing?

**ADDITIONAL INFORMATION..... 8**

- 20. How do I get more information?
- 21. What if my address or other information has changed or changes after I submit a Claim Form?

## BACKGROUND INFORMATION

### 1. *Why did I receive a Notice?*

You received Notice because a Settlement has been reached in this Action. According to SeatGeek’s available records, you are a member of the Settlement Class and may be eligible for the relief detailed below.

This Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement (which defines certain capitalized terms used in this Notice), see Section 20 below.

### 2. *What is this lawsuit about?*

Plaintiff Rebecca Vigil (the “Named Plaintiff”) filed a lawsuit against SeatGeek on behalf of herself and all others similarly situated. The lawsuit alleges that SeatGeek did not provide customers with full cash refunds to events cancelled during the COVID-19 pandemic and that such refunds were required by SeatGeek’s Buyer Guarantee.

SeatGeek maintains that it acted consistently with the Terms of Use published on its website and through its mobile app and gave customers the option to receive cash. SeatGeek denies each and every one of the allegations of unlawful conduct, any wrongdoing, and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. SeatGeek further denies that any Class Member is entitled to any relief and, other than for settlement purposes, that this Action is appropriate for certification as a class action.

**The issuance of this Notice is not an expression of the Court’s opinion on the merits or the lack of merits of the Representative Plaintiff’s claims in the Action.**

For information about how to learn about what has happened in the Action to date, please see Section 20 below.

### 3. *Why is this a class action?*

In a class action lawsuit, one or more people called the “Named Plaintiff(s)” (in this Action, Rebecca Vigil) sue on behalf of other people who have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Class Members. The company sued in this case, SeatGeek, is called the Defendant.

### 4. *Why is there a Settlement?*

The Named Plaintiff has made claims against SeatGeek. SeatGeek denies that it has done anything wrong or illegal and admits no liability. The Court has **not** decided that the Named Plaintiff or SeatGeek should win this Action. Instead, both sides agreed to a Settlement in order to limit further expense, inconvenience, and uncertainty. That way, the Parties avoid the cost of a trial, and the Class Members will receive relief now rather than years from now, if at all.

### 5. *How do I know if I am part of the Settlement?*

The Court has decided that everyone who fits this description is a Class Member for purposes of the proposed Settlement:

A SeatGeek user in the United States who has one or more Covered Transactions as of the Final Settlement Date where a Covered Transaction means: (1) an initial purchase of tickets to a live event via SeatGeek’s mobile website made between September 10, 2019 and March 17, 2020 by a user (such user, a “Purchaser”), or (2) the additional purchase of tickets on SeatGeek’s mobile website or on mobile application by the Purchaser *after* the initial purchase but *before* March 17, 2020, provided such purchases meet all of the following criteria as of the Final Settlement Date:

- (a) the live event for which the Purchaser purchased tickets was cancelled prior to the Settlement Date and not rescheduled;
- (b) the Purchaser received a Credit from SeatGeek without affirmatively opting to take the Credit;
- (c) the Purchaser paid SeatGeek for the purchase;
- (d) the purchase did not occur after the Purchaser had created a SeatGeek account;
- (e) the Purchaser has not already received a refund for the purchase; and
- (f) the Purchaser has not used the Credit, *i.e.*, applied it to another purchase.

**6. *I'm still not sure if I am included.***

If you are still not sure whether you are included, you can contact the Claims Administrator for free help about whether you are a Class Member. The email address of the Claims Administrator is [admin@TicketLitigationSettlement.com](mailto:admin@TicketLitigationSettlement.com), the U.S. postal (mailing) address is *Vigil v. SeatGeek* Claims Administrator, P.O. Box 301132, Los Angeles, CA 90030-1132, and the toll-free telephone number is 1-844-786-0298.

**THE PROPOSED SETTLEMENT**

**7. *What relief does the Settlement provide to the Class Members?***

Each Class Member is entitled to:

- (a) **[Default Option]** Receive a Refund Payment equal to the Refund Amount of each Covered Transaction in existence as of the Final Settlement Date. A Class Member who receives a Refund Payment (either by election or default) will forfeit any previously issued Credits for Covered Transactions; *or*
- (b) **[Action Required]** Receive an Extended Credit from SeatGeek, *i.e.*, retain any unused Credits issued previously by SeatGeek to the Class Member for any Covered Transactions with the expiration date extended through December 31, 2022. This extension shall only apply to Credits for Covered Transactions.

Refund Payments and Extended Credits will be issued only for purchases that qualify as Covered Transactions as of the Final Settlement Date. If you use Credits issued for otherwise Covered Transaction(s) before the Final Settlement Date, you will not be issued a refund Payment for any such transactions.

**SUBMITTING A CLAIM FORM**

**8. *How can I get a Refund Payment?***

If you do not submit a Claim Form by the Response Deadline, you will automatically receive a Refund Payment and will no longer have access to any previously received Credits for Covered Transactions. To elect to choose between an Extended Credit, or to receive a Refund Payment if your method of payment is no longer active, you must submit a Claim Form by the Response Deadline.

A Claim Form is available on the Internet at the website [www.TicketLitigationSettlement.com](http://www.TicketLitigationSettlement.com). **You must include your Personal Claim Number on the Claim Form.** The Claim Form may be submitted electronically or by postal mail. Read the instructions carefully, fill out the form, and postmark it by August 14, 2023 or submit it online on or before 11:59 p.m. (Pacific) on August 14, 2023.

**9. *When will I get a Refund Payment?***

As described in Sections 17 and 18 below, the Court will hold a hearing on October 18, 2023 at 2:00 p.m. to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. You can check on the progress of the case on the website dedicated to the Settlement at [www.TicketLitigationSettlement.com](http://www.TicketLitigationSettlement.com). ***Please be patient.***

If the Court approves the Settlement of this Action, within forty-five (45) calendar days following the Final Settlement Date, SeatGeek or the Claims Administrator will issue your Refund Payment using your on-file payment method unless you request otherwise on your Claim Form.

**THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFF**

**10. *Do I have a lawyer in this case?***

The Court has ordered that Steven D. Liddle and Nicholas A. Coulson of the law firm of Liddle Sheets Coulson P.C. (“Class Counsel”) will represent the interests of all Class Members. You will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

**11. *How will the lawyers be paid?***

SeatGeek has agreed to pay Class Counsel’s attorneys’ fees and costs up to \$487,500, subject to approval by the Court. You will not be required to pay any attorneys’ fees or costs for Class Counsel’s attorneys’ fees and costs.

**12. Will the Representative Plaintiff receive any compensation for their efforts in bringing this Action?**

The Representative Plaintiff will request a service award (also known as an “incentive award”) of up to \$1,500 for their services as class representative and their efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to the Representative Plaintiff. SeatGeek agrees to pay to the Representative Plaintiff the incentive award approved by the Court up to \$5,000.

**DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS**

**13. What am I giving up to obtain relief under the Settlement?**

If the Court approves the proposed Settlement, unless you exclude yourself from the Settlement, you will be releasing your claims against SeatGeek. This means that you will not be able to file a lawsuit, continue prosecuting a lawsuit, or be part of any other lawsuit against SeatGeek regarding the allegations in the Action. The Settlement Agreement, available on the Internet at the website [www.TicketLitigationSettlement.com](http://www.TicketLitigationSettlement.com) contains the full terms of the release.

**HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT**

**14. How do I exclude myself from the Settlement?**

You may exclude yourself from the Class and the Settlement. If you want to be excluded, you must send a letter or postcard stating: (a) the name and case number of the Action: “*Vigil v. SeatGeek*, Case No. 20-cv-03248-JPC”; (b) your full name, address, and telephone number (email address optional); and (c) a statement that you do not wish to participate in the Settlement, postmarked no later than August 14, 2023 to the Claims Administrator at:

*Vigil v. SeatGeek* Claims Administrator  
P.O. Box 301132  
Los Angeles, CA 90030-1132

If you timely request exclusion from the Class, you will be excluded from the Class, you will not be bound by the judgment entered in the Action, and you will not be precluded from prosecuting any timely, individual claim against SeatGeek based on the conduct complained of in the Action.

If you exclude yourself, you cannot receive a Refund Payment or Extended Credit from this Settlement.

**HOW TO OBJECT TO THE SETTLEMENT**

**15. How do I tell the Court that I do not like the Settlement?**

At the date, time, and location stated in Section 18 below, the Court will hold a Fairness Hearing to determine if the Settlement is fair, reasonable, and adequate, and to also consider Class Counsel’s request for an award of attorneys’ fees and costs.

If you wish to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, you must submit a written objection to the Claims Administrator at the address set forth below no later than (*i.e.*, postmarked by) August 14, 2023.

*Vigil v. SeatGeek* Claims Administrator  
P.O. Box 301132  
Los Angeles, CA 90030-1132

The written objections must state: (a) the name and case number of the Action: “*Vigil v. SeatGeek*, Case No. 20-cv-03248-JPC”; (b) the full name, address, and telephone number of the person objecting (email address optional); (c) the words “Notice of Objection” or “Formal Objection”; (d) in clear and concise terms, the objection and legal and factual arguments supporting the objection; and (e) facts showing that the person objecting is a Class Member. The written objection must be signed and dated, and must include the following language immediately above the signature and date:

“I declare under penalty of perjury under the laws of the United States of America that the foregoing statements regarding class membership are true and correct to the best of my knowledge.”

You may, but need not, submit your objection through counsel of your choice. If you do make your objection through an attorney, you will be responsible for your personal attorney's fees and costs.

**IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FAIRNESS HEARING.**

If you submit a written objection, you may appear at the Fairness Hearing, either in person or through personal counsel hired at your expense, to object to the Settlement Agreement. You are not required, however, to appear. If you, or your attorney, intend to make an appearance at the Fairness Hearing, you must include on your timely and valid written objection a statement substantially similar to "Notice of Intention to Appear."

If you intend to appear at the Fairness Hearing through counsel, you must also identify the attorney(s) representing you who will appear at the Fairness Hearing and include the attorney(s) name, address, phone number, email address, and the state bar(s) to which counsel is admitted. Also, if you intend to request the Court to allow you to call witnesses at the Fairness Hearing, such request must be made in your written objection, which must also contain a list of any such witnesses and a summary of each witness's expected testimony.

If you object, you are still eligible to receive a Refund Payment or Extended Credit at your election if you timely complete and submit a valid Claim Form.

**16. *What is the difference between excluding myself and objecting to the Settlement?***

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

**FAIRNESS HEARING**

**17. *What is the Fairness Hearing?***

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Fairness Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class, as well as to consider the award of attorneys' fees and costs to Class Counsel.

**18. *When and where is the Fairness Hearing?***

On October 18, 2023 at 2:00 p.m., a hearing will be held on the fairness of the proposed Settlement. At the Fairness Hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement's fairness. The Fairness Hearing will take place before the Honorable John P. Cronan in Courtroom 12D of the United States District Court for the Southern District of New York, located at 500 Pearl Street, New York, NY 10007-1312. The Fairness Hearing may be postponed to a different date or time or location without notice. Please check [www.TicketLitigationSettlement.com](http://www.TicketLitigationSettlement.com) for any updates about the Settlement generally or the Fairness Hearing specifically. If the date or time of the Fairness Hearing changes, an update to the Settlement Website will be the only way you will be informed of the change.

**19. *May I speak at the Fairness Hearing?***

At the Fairness Hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

You may attend, but you do not have to. As described above in Section 15, you may speak at the Fairness Hearing only if (a) you have timely served and filed an objection and (b) you have timely and validly provided a Notice of Intent to Appear.

If you have requested exclusion from the Settlement, however, you may not speak at the Fairness Hearing.

## ADDITIONAL INFORMATION

### **20. *How do I get more information?***

To see a copy of the Settlement Agreement, the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, and the operative complaint filed in the Action, please visit the Settlement Website located at: [www.TicketLitigationSettlement.com](http://www.TicketLitigationSettlement.com). Alternatively, you may contact the Claims Administrator at the email address: [admin@TicketLitigationSettlement.com](mailto:admin@TicketLitigationSettlement.com), the U.S. postal address (mailing): *Vigil v. SeatGeek* Claims Administrator, P.O. Box 301132, Los Angeles, CA 90030-1132, or the toll-free telephone number: 1-844-786-0298.

This description of this Action is general and does not cover all of the issues and proceedings that have occurred. In order to see the complete file, you should visit [www.pacer.gov](http://www.pacer.gov) or contact the Clerk's office at 500 Pearl Street, New York, NY 10007-1312 ((212) 805-0800). The Clerk will tell you how to obtain the file for inspection and copying at your own expense.

### **21. *What if my address or other information has changed or changes after I submit a Claim Form?***

It is your responsibility to inform the Claims Administrator of your updated information. You may do so at the address below:

*Vigil v. SeatGeek* Claims Administrator  
P.O. Box 301132  
Los Angeles, CA 90030-1132

\*\*\*\*

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT  
OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.**

Dated: May 17, 2023

By: Order of the Southern District of New York  
HONORABLE JOHN P. CRONAN  
UNITED STATES DISTRICT COURT JUDGE