UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

REBECCA VIGIL, on behalf of herself and all others similarly situated,	))
	) Case No. 1:20-cv-3248-JPC
Plaintiffs,	)
	) Honorable John P. Cronan
vs.	)
	)
SEATGEEK, INC., a Delaware Corporation,	)
	)
Defendant.	)

JOINT MOTION TO AMEND SETTLEMENT AGREEMENT AND RELEASE AND
EXTEND CLASS NOTICE TIMELINE

Plaintiff Rebecca Vigil, on behalf of herself and all others similarly situated, and Defendant SeatGeek Inc. (collectively, the "Parties"), jointly move the Court for an Order 1) amending the Settlement Agreement and Release (the "Agreement"); and 2) extending the settlement notice timeline.

On November 8, 2022 the Parties filed the Agreement, which was preliminarily approved by the Court on November 28, 2022. Following preliminary approval and with the assistance of the Settlement Administrator, the Parties determined that the Class definition contemplated by the Agreement excludes persons that the Parties intended to be included as part of the Class. Specifically, the definition of "Covered Transaction" (which is incorporated in the Class definition) currently requires that "the purchase did not occur after the creation of a SeatGeek account by the purchaser." However, SeatGeek accounts can be created in more than one way, and although the Parties intend to exclude only those otherwise eligible persons who created SeatGeek accounts through SeatGeek's website or mobile application, the existing definition is not limited to people who created SeatGeek accounts through those avenues.

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To rectify this issue, the Parties have agreed to amend the Agreement, whereby Section 1.6(d) of the Agreement shall be modified to read "the purchase did not occur after the creation of a SeatGeek account through SeatGeek's website or mobile application by the Purchaser[.]" A copy of the Amendment to Settlement Agreement and Release is attached hereto as **Exhibit 1**. The Parties request that the Court approve the amendment, as well as proposed modifications to the schedule. Specifically, notice to the Class had to be temporarily postponed while the Parties resolved the Class definition issue. Accordingly, the Parties propose that the Settlement Administrator be provided 35 days from the entry of an order approving the modification to deliver initial notice to the Class, with all subsequent dates based upon that event extended accordingly.

CONCLUSION

The Parties respectfully request that the Court grant their joint motion to 1) amend the Settlement Agreement and Release; and 2) extending the settlement notice timeline.

Dated: April 10, 2023

Respectfully submitted,

/s/ *Nicholas A. Coulson*
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SEATGEEK, INC., a Delaware Corporation,   )
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                   Defendant.   )

[PROPOSED] ORDER GRANTING JOINT MOTION TO AMEND SETTLEMENT AGREEMENT AND RELEASE AND EXTEND CLASS NOTICE TIMELINE

AND NOW, on this ____ day of April, 2023, upon careful consideration of the Parties' Joint Motion to Amend Settlement Agreement and Release and Extend Class Notice Timeline (the "Motion"), it is hereby ordered that the Motion is GRANTED, whereby 1) the Settlement Agreement and Release is amended as agreed to by the Parties (see Exhibit 1 to the Motion); and 2) the settlement notice timeline is extended as contemplated by the Motion.

BY THE COURT:

_____
Hon. John P. Cronan
United States District Court Judge