

If you Purchased Electronic Tickets To Events In Nevada from SeatGeek’s Website or Mobile App and Were Charged Fees, You May Be Entitled to a Payment 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 proposed class action against SeatGeek, Inc. (“SeatGeek” or “Defendant”). SeatGeek is a ticket marketplace that helps fans discover, buy, sell, transfer, and manage tickets for live events. The case alleges that SeatGeek did not disclose the total cost of electronic tickets to events in Nevada, inclusive of fees, prior to those tickets being selected for purchase, in alleged violation of the Nevada Ticket Reseller Law, Nevada Revised Statutes § 598.397 *et seq.*, and the Nevada Deceptive Trade Practices Act, Nevada Revised Statutes § 598.0915. SeatGeek denies these allegations and any wrongdoing. The parties have agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.
- You are included in the settlement if you purchased electronic tickets to events in Nevada from SeatGeek’s Website, www.seatgeek.com or the SeatGeek mobile application, from November 7, 2020, to and through May 12, 2025. Persons included in the settlement will be eligible to receive a pro rata portion of the Settlement Fund, which will be based on the total amount of fees SeatGeek retained.
- Read this notice carefully. Your legal rights are affected whether you act, or don’t act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY JANUARY 5, 2027	This is the only way to receive a payment.
EXCLUDE YOURSELF BY DECEMBER 6, 2026	You will receive no benefits, but you will retain any rights you currently have to sue the SeatGeek about the claims in this case.
OBJECT BY DECEMBER 6, 2026	Write to the Court explaining why you don’t like the settlement.
GO TO THE HEARING ON JANUARY 12, 2027	Ask to speak in Court about your opinion of the settlement.
DO NOTHING	You won’t get a share of the settlement benefits and will give up your rights to sue SeatGeek about the claims in the case.

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



For complete information and to file a claim, scan this QR code to go directly to the Settlement website, www.SeatGeekNevadaClassAction.com

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 *Carbonell v. SeatGeek, Inc.*, Case No. 2:24-cv-02087-JCM-NJK. The person who sued is called the Plaintiff. The Defendant is SeatGeek, Inc.

2. What is a class action?

In a class action, one or more people called class representatives (in this case, Mars Carbonell) 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 Settlement Class. After the parties reach an agreement to settle this case, the Court recognized it as a case that may be treated as a class action for Settlement purposes only.

3. What is this lawsuit about?

The case alleges that SeatGeek did not disclose the total cost of electronic tickets to events in Nevada, inclusive of fees, prior to those tickets being selected for purchase, in violation of Nevada law. *See* Nevada Revised Statutes § 598.397 *et seq.*, and the Nevada Deceptive Trade Practices Act, Nevada Revised Statutes § 598.0915. SeatGeek denies these allegations and any wrongdoing, but has agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.

4. Why is there a Settlement?

The Court has not decided whether the Plaintiff or the Defendant should win this case. Instead, both sides agreed to a settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation, and Settlement Class Members will get compensation sooner rather than, if at all, after the completion of a trial.

WHO’S INCLUDED IN THE SETTLEMENT?

To see if you can get a payment, you first need to determine whether you are included in this lawsuit.

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

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

All individuals who purchased electronic tickets to events in Nevada from Defendant’s Website from November 7, 2020 to and

“Defendant’s Website” means <https://www.seatgeek.com> and the SeatGeek mobile application.

6. I am not sure if I’m included. What should I do?

If you are still not sure whether you are included, you can fill out and return the Claim Form described in this Notice to see if you qualify. **Please do not contact the Court or SeatGeek.**

THE SETTLEMENT BENEFITS

7. What does the settlement provide?

A Settlement Fund will be created totaling \$7,750,000.00. Payments to Settlement Class Members, and the cost to administer the settlement, the cost to inform people about the settlement, attorneys’ fees (inclusive of litigation costs), and an award to the Class Representative will also come out of this fund (*see* Question 13).

A detailed description of the settlement benefits can be found in the Settlement Agreement, a copy of which is accessible on the Settlement Website at www.SeatGeekNevadaClassAction.com.

8. How much will my payment be?

To receive a *pro rata* share of the Settlement Fund, which will be based on the total amount of fees SeatGeek retained from your purchase, you **must** submit a timely and complete Claim Form **no later than January 5, 2027**. You can file a claim online at www.SeatGeekNevadaClassAction.com. Your payment will be by PayPal, Venmo, Zelle, or check, at your election. Claim Forms must be submitted online by 11:59 p.m. EST on January 5, 2027 or postmarked and mailed by January 5, 2027. You can contact Class Counsel at (646) 837-7150 to inquire as to the number of claims and/or requests for exclusion that have been received to date.

9. When will I get my payment?

The hearing to consider the fairness of the settlement is scheduled for **January 12, 2027**. If the Court approves the settlement, eligible Settlement Class Members whose claims were approved by the Settlement Administrator will receive their payment 90 days after. The payment will be either via check, PayPal, Zelle, or Venmo, at your election. All checks will expire and become void 180 days after they are issued.

¹ Excluded from the Settlement Class are: (1) any Judge or Magistrate presiding over this Action and members of their families; (2) SeatGeek, SeatGeek subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, directors, agents, attorneys, and employees; (3) persons who submit a timely and valid request for exclusion from the Settlement Class; (4) the legal representatives, successors, or assigns of any such excluded persons; and (5) Class Counsel.

HOW TO GET BENEFITS

10. How do I get a payment?

If you are a Settlement Class Member and you want to get a payment, you **must** complete and submit a Claim Form by **January 5, 2027**. Claim Forms can be found and submitted online at www.SeatGeekNevadaClassAction.com, or by printing and mailing a paper Claim Form, copies of which are available for download on the settlement website.

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

REMAINING IN THE SETTLEMENT

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

If the settlement becomes Final, you will give up your right to sue SeatGeek and other Released Parties for the claims being resolved by this settlement. The specific claims you are giving up against SeatGeek are described in the Settlement Agreement. You will be “releasing” SeatGeek and certain of its affiliates, employees and representatives as described in Section 1.33 of the Settlement Agreement. Unless you exclude yourself (*see* Question 14), you are “releasing” the claims, regardless of whether you claim your electronic payment or not. The Settlement Agreement is available through the “important documents” link on the website.

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 12 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in the case?

The Court has appointed Philip L. Fraietta and Stefan Bogdanovich of Bursor & Fisher, P.A to be the attorneys representing the Settlement Class. They are called “Class Counsel.” They believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. 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 expense.

13. How will the lawyers be paid?

SeatGeek has agreed that Class Counsel's attorneys' fees and costs may be paid out of the Settlement Fund in an amount to be determined by the Court. The fee petition will seek no more than one-third of the Settlement Fund, inclusive of reimbursement of their costs and expenses; the Court may award less than this amount. Under the Settlement Agreement, any amount awarded to Class Counsel will be paid out of the Settlement Fund.

Subject to approval by the Court, SeatGeek has agreed that the Class Representative may be paid a service award of \$5,000.00 from the Settlement Fund for his services in helping to bring and resolve this case.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I get out of the settlement?

To exclude yourself from the settlement, you must submit a request for exclusion by 11:59 p.m. EST on **December 6, 2026**. Requests for exclusion may be submitted by mailing or otherwise delivering a letter (or request for exclusion) stating that you want to be excluded from the *Carbonell v. SeatGeek, Inc.*, Case No. 2:24-cv-02087-JCM-NJK settlement. Your letter or request for exclusion must also include your name, your address, a statement that you purchased electronic tickets to events in Nevada from Defendant's Website, from November 7, 2020, to and through May 12, 2025; and were charged Fees in connection with such purchase, your signature, the name and number of this case, and a statement that you wish to be excluded. You must mail or deliver your exclusion request, postmarked no later than **December 6, 2026**, to the following address:

SeatGeek Ticket Fee Settlement
ATTN: Exclusion Requests
P.O. Box 25191
Santa Ana, CA 92799

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

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

16. If I exclude myself, can I get anything from this settlement?

No. If you exclude yourself, you will not receive any payment from the Settlement Fund.

OBJECTING TO THE SETTLEMENT

17. How do I object to the settlement?

If you are a member of the Settlement Class, 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 Court a letter or brief stating that you object to the settlement in *Carbonell v. SeatGeek, Inc.*, Case No. 2:24-cv-02087-JCM-NJK, and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you rely on for your objections. Your letter or brief must also include your name, your address, the basis upon which you claim to be a member of the Settlement Class, the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with your objection, 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 a copy of your letter or brief to Class Counsel and SeatGeek's Counsel listed below.

Class Counsel will file with the Court and post on the settlement website its request for attorneys' fees by November 22, 2026.

If you want to appear and speak at the Final Approval Hearing to object to the settlement, with or without a lawyer (explained below in answer to Question Number 21), you must say so in your letter or brief. File the objection with the Court (or mail the objection to the Court) and mail a copy of the objection to Class Counsel and SeatGeek's Counsel, at the addresses below, postmarked no later than **December 6, 2026**.

Court	Class Counsel	SeatGeek's Counsel
The Honorable James C. Mahan Lloyd D. George United States Courthouse 333 Las Vegas Boulevard South Las Vegas, NV 89101	Philip L. Fraietta Bursor & Fisher P.A. 50 Main Street, Suite 475 White Plains, NY 10606	Aarti G. Reddy Cooley LLP 3 Embarcadero Center, 20th Floor San Francisco, CA 94111

18. 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 stay in the Settlement Class. Excluding yourself from the Settlement Class 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.

THE COURT'S FINAL APPROVAL HEARING

19. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at 9:30 a.m. on January 12, 2027 at the Lloyd D. George United States Courthouse, 333 Las Vegas Boulevard South, Las Vegas, NV 89101. 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 Class; to consider the Class Counsel's request for attorneys' fees and expenses; and to consider the request for an incentive award to the Class Representative. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the settlement. ***You do not have to appear at this Fairness Hearing to receive a payment from the Settlement.***

The hearing may be postponed to a different date or time without notice, so if you wish to attend, it is a good idea to check for updates by visiting the Settlement Website at www.SeatGeekNevadaClassAction.com or calling (866) 675-2690. If, however, you timely objected to the settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the date of the Final Approval Hearing.

20. 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.

21. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include in your letter or brief objecting to the settlement a statement saying that it is your "Notice of Intent to Appear in *Carbonell v. SeatGeek, Inc.*, Case No. 2:24-cv-02087-JCM-NJK." It must include your name, address, telephone number, and signature as well as the name and address of your lawyer, if one is appearing for you. Your objection and notice of intent to appear must be filed with the Court and postmarked no later than **December 6, 2026**, and be sent to the addresses listed in Question 17.

GETTING MORE INFORMATION

22. Where do I get more information?

This Notice summarizes the settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.SeatGeekNevadaClassAction.com. You may also write with questions to SeatGeek Ticket Fee Settlement c/o Settlement Administrator, P.O. Box 25191, Santa Ana, CA 92799. You can call the Settlement Administrator at (866) 675-2690 or 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 elsewhere on the case website.



For complete information and to file a claim, scan this QR code to go directly to the Settlement website, www.SeatGeekNevadaClassAction.com