

IN THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

Whitbread v. Ticketmaster Entertainment, LLC, et al., Case No. BC 489093

NOTICE OF CLASS ACTION SETTLEMENT

To: Any and all wheelchair users who purchased, attempted to purchase, or will attempt to purchase (via the internet) a ticket for a wheelchair accessible seat at the Walt Disney Concert Hall or the Hollywood Bowl (“LAPA venues”) at any time from June 1, 2011 to present. This Notice is being sent to you to inform you of the settlement of this class action case for injunctive relief with Live Nation Entertainment, Inc. (“Live Nation,” into which Ticketmaster Entertainment LLC merged in 2010), the Los Angeles Philharmonic Association (“LAPA”) (together with Live Nation, “Defendants”). This Notice sets forth the basic terms of the settlement so that you may be aware of your rights and the changes that Defendants have agreed to make as part of this settlement. Please note that this is a case for injunctive relief only and that the Plaintiff is not seeking any damages on behalf of the class members.

PLEASE READ THIS NOTICE CAREFULLY.

Pursuant to an Order of the Los Angeles Superior Court, entered on June 19, 2013, **YOU ARE HEREBY NOTIFIED AS FOLLOWS:**

A proposed settlement (the “Settlement”) has been reached among the parties in this class action pending in the Los Angeles County Superior Court, brought on behalf of all individuals described above (the “Class”). The Court has preliminarily approved the Settlement. Class Members are defined as wheelchair users or their companions who purchased or attempted to purchase a wheelchair accessible seat at either the Walt Disney Concert Hall or the Hollywood Bowl at any time from June 1, 2011 to present. You have received this notice because records indicate that you are a person who uses a wheelchair or the companion of a person who uses a wheelchair and have attended an event or performance at either the Walt Disney Concert Hall or the Hollywood Bowl within the past two years. This notice is designed to inform you of the terms of the Settlement, including the changes to on-line ticket purchasing for events at the LAPA venues, and to

advise you of your right to object to the Settlement.

I. BACKGROUND OF THE CASE

On July 26, 2012, Plaintiff filed this action against Defendants, alleging violations of federal and state disabilities laws, seeking injunctive relief only. The parties promptly moved towards reaching an agreement to resolve the matter. In late March 2013, the parties reached an agreement to settle the action pursuant to the terms and conditions of the Settlement.

The Settlement represents a compromise and settlement of highly-disputed claims. Nothing in the Settlement is intended to or will be construed as an admission by Defendants that Plaintiff's claims in the action have merit or that it has any liability to Plaintiff or the Class on those claims. Indeed, Defendants strongly contend they fully complied with the law and fully service the needs of its patrons who use wheelchairs.

Plaintiff, Defendants and their counsel have concluded that the Settlement is advantageous considering the risks and uncertainties to each side of continued litigation. All parties and their counsel have determined that the Settlement is fair, reasonable, and adequate and is in the best interests of all parties.

II. SUMMARY OF THE SETTLEMENT

WHEELCHAIR ACCESSIBLE AND COMPANION TICKET PURCHASE

Defendants will implement changes to the Ticketmaster website for the purchase of wheelchair accessible seats at the LAPA venues for which tickets are sold online via the Ticketmaster website and/or any other ticket-vending website owned or operated by Live Nation. These changes shall allow direct online purchase of wheelchair accessible and companion seats through the same interface by which other tickets may be purchased online and shall require patrons to verify that they understand such seats are being made available only for patrons with disabilities or special needs and their companions according to current Federal law. Wheelchair accessible and companion seats shall be designated by use of the distinctive icon (). If purchasers of non-accessible seating are able to locate online and purchase particular seats in a LAPA venue, then purchasers of accessible and companion seating will be afforded that same opportunity to locate

and purchase particular seats at the same time as they are made available to purchasers of non-accessible seating. For a period of five years from the execution of this Agreement, these changes will apply to every public event at the LAPA venues for which tickets are sold online via the Ticketmaster website or any other website operated by Live Nation. These changes shall be fully implemented no later than June 3, 2013.

RELEASE OF CLASS CLAIMS FOR INJUNCTIVE RELIEF

Upon the Court's final approval of the Settlement, Class Members will have released their right to assert any claims for injunctive relief with respect to compliance with the ADA (and similar state law) in regard to the online purchase of wheelchair accessible and companion seats at the LAPA venues.

ATTORNEYS' FEES, COSTS AND CLASS REPRESENTATIVE ENHANCEMENT FEE

As part of the Settlement, Defendants have agreed to pay Plaintiff's attorney fees and costs, in the amount of \$53,750, subject to Court Approval. Additionally, as part of the Settlement, Defendants have agreed to pay an enhancement fee to the representative of the Class, John Whitbread, in the amount of \$12,500, subject to Court Approval.

III. PLAINTIFF AND CLASS COUNSEL SUPPORT THE SETTLEMENT

Plaintiff, as Class Representative, and Class Counsel support this Settlement. Their reasons include the risk of a trial on the merits, and the inherent delays and uncertainties associated with litigation. The attorneys representing the Class in this litigation have substantial experience representing plaintiffs in class actions, in civil rights cases generally, and in disability discrimination cases in particular. Class counsel conducted an extensive investigation into the facts of this case and thoroughly studied the legal principles applicable to the class claims.

Based on their experience, Class Counsel believe that further proceedings in this case, including having a class certified, a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including whether injunctive relief would be granted and

the scope of any such relief, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, Class Counsel believe that the Settlement is fair, reasonable, and adequate.

A. Objecting to the Settlement.

If you are a Class Member, you do not have the right to opt out of the Settlement. You may object to the terms of the Settlement before final approval by submitting a written notice of your objections in the manner described below.

If you timely submit written objections, you may also submit a notice of your intent to appear and object at the final approval hearing, if you wish to do so. To object, you must send a written notice of objection, and also, if you wish, a written notice of your intent to appear and object at the final approval hearing, to the Clerk of the Court and to Counsel at the addresses shown below. **DO NOT TELEPHONE THE COURT OR DEFENDANTS' COUNSEL.** Any written objection and/or notice of your intent to appear at the hearing must state: (1) your full name; (2) your address; (3) each specific reason for your objection and any support for your position. To be valid and effective, the Court and Counsel must receive any written objections and/or notices of intent to appear at the hearing no later than July 22, 2013. A Class Member who fails to submit a written statement of objections in the manner described above and by the specified deadline will be deemed to have waived any objections and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

Send Your Notice of Objections To:

Office of the Clerk of the Los Angeles Superior Court
600 S. Commonwealth Ave.
Los Angeles, CA 90005

And Also Send Copies of Your Objections To:

CLASS COUNSEL

V. James DeSimone, Esq.
Michael D. Seplow, Esq.
Aidan McGlaze, Esq.

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723 Ocean Front Walk
Venice, CA 90291

DEFENDANTS' COUNSEL

Nancy Abell, Esq.
Deborah Weiser, Esq.
Paul Hastings LLP
515 South Flower Street
Los Angeles, California 90071

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a final approval hearing in Department 310 of the Los Angeles Superior Court, 600 S. Commonwealth Ave., Los Angeles, CA 90005 on August 9, 2013, at 3:00 p.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The hearings may be postponed without further notice to the Class. It is not necessary for you to appear at this hearing. If you have given notice of your objection to the settlement, you may appear at the hearings at your option if you have filed a notice of intent to appear by July 22, 2013.

If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

VI. GETTING MORE INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the Settlement and Release Agreement between Plaintiff and Defendants, which will be on file with the Clerk of the Court and which is posted on Plaintiff's web-site located at www.losangelesemploymentlawyer.com. The pleadings and other records in this litigation, including the Settlement and Release Agreement, may be examined at any time during regular business hours in the office of the Clerk, Los Angeles Superior Court, 600 S. Commonwealth Ave., Los Angeles, CA 90005. In addition, the pleadings and other information about the Settlement will be available for your review on Class Counsel's website at www.losangelesemploymentlawyer.com.

You may also contact Class Counsel listed below for more information:

V. James DeSimone, Esq., vjdesimone@sdshh.com

Aidan McGlaze, amcglaze.sdshhh@gmail.com SCHONBRUN DESIMONE SEPLOW

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