

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

**BRENDA WONG, PARKER JERRELL, §
JOSE BOX, AMBER PALMER, §
Individually and on Behalf of all Others §
Similarly Situated, §**

Plaintiffs, §

v. §

**MAGIC MONEY LLC, SCOREMORE §
HOLDINGS, LLC, LIVE NATION §
WORLDWIDE, INC., LIVE NATION §
ENTERTAINMENT, INC., §
CEREMONY OF ROSES, LLC, and §
COR MERCHANDISING, LLC, §**

Defendants. §

CASE NO. 4:21-cv-04169

JURY TRIAL DEMANDED

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement” or “settlement”), dated as of April 11, 2023, is made and entered into by and among the following Settling Parties (as defined below) to the above-captioned action: (i) Brenda Wong, Parker Jerrell, Jose Box, and Amber Palmer (“Representative Plaintiffs”), individually and on behalf of the Settlement Class (as defined below) (“Plaintiffs”), by and through their counsel of record, the Potts Law Firm, LLP (“Settlement Class Counsel”); and (ii) Live Nation Worldwide, Inc., Live Nation Entertainment, Inc., and Scoremore Holdings, LLC (collectively “Defendant Live Nation”), by and through its counsel of record, Susman Godfrey LLP, Magic Money LLC (“Defendant Magic Money”), by and through its counsel of record, Blank Rome LLP, and Ceremony of Roses, LLC and Cor Merchandising, LLC (collectively “Defendant Ceremony of Roses”), by and through its counsel of record, Eisner, LLP. This Settlement Agreement is intended by the Settling Parties (as defined below) to fully,

finally, and forever resolve, discharge, and settle the Litigation (as defined below) and Released Claims (as defined below), upon and subject to the terms and conditions hereof.

I. The Litigation

Magic Money (“Magic Money”) was the exclusive means of payment for the rides and carnival games at the Astroworld Festival (“festival”), which was scheduled to take place from November 5 to 6, 2021, in Houston, Texas. Plaintiffs purchased Magic Money, which was loaded onto Magic Money cards and intended to be redeemed at the festival to participate in the rides and carnival games. Magic Money could be purchased through the www.astroworldfest.com website prior to the festival and/or at kiosks at the festival. Nearly all Plaintiffs paid for Magic Money using debit and credit cards, but some paid with Venmo, PayPal, and cash. The festival’s second day was officially cancelled after a mass casualty event occurred on the evening of November 5, 2021. After the festival’s cancellation, Representative Plaintiffs sought refunds for their Magic Money purchases related to the festival.

On November 10, 2021, Plaintiffs first filed a putative class action in Texas state court and eventually nonsuited the action prior to refile in federal court. On December 23, 2021, Plaintiffs brought forth a putative class action, case number 4:21-cv-04169, (“Litigation”) in the United States District Court for the Southern District of Texas (“Court”) for breach of contract, violations of the Texas Deceptive Trade Practices Act (“DTPA”), negligent misrepresentation, conversion, and unjust enrichment. Plaintiffs sued Defendants Magic Money, Ceremony of Roses, and Live Nation (collectively “Defendants”). Plaintiffs sought actual, statutory, and other damages.

Early in the Litigation, the Settling Parties (as defined below) began extensive settlement discussions. A scheduling conference was held on March 30, 2022, and the Settling Parties (as defined below) requested a period of limited discovery that would facilitate settlement. On June 1,

2022, at a status conference, the Settling Parties (as defined below) informed the Court of their intention to settle and move forward with class certification. The Court set a motion, briefing, and hearing schedule to proceed with class certification. Thereafter, to facilitate class certification, Defendant Ceremony of Roses subpoenaed and obtained additional records for the Magic Money transactions for the festival from First Data Merchant Services LLC (“First Data” and also referring to Express Merchant Processing Solutions when applicable), which was the merchant processor for Magic Money mainly purchased with debit and credit cards. The Settling Parties (as defined below) jointly requested additional time to proceed with class certification, which the Court granted, in main part, to obtain accurate transaction records from First Data.

Thereafter, Plaintiffs requested additional time to file the motion for class certification and proposed notice as the Settlement Agreement was still to be finalized and executed by the Settling Parties. During this time, Defendant Ceremony of Roses and First Data negotiated and executed a Revival of Merchant Processing Agreement and Indemnification and Hold Harmless Agreement, and First Amendment thereof, to reopen the merchant account (“First Data Revival Agreement,” dated February 28, 2023, and first amended March 14, 2023, and solely between Defendant Cor Merchandising LLC and Express Merchant Processing Solutions). A preliminary approval/fairness hearing has been set for July 27, 2023.

Pursuant to the terms set out below, the Settlement Agreement is intended to resolve all actions and proceedings asserted or that could have been asserted against Defendants arising out of the Magic Money purchases for the festival by and on behalf of the Representative Plaintiffs and Settlement Class Members (as defined below).

II. Claims of the Representative Plaintiffs and Benefits of Settlement

The Representative Plaintiffs maintain that the claims asserted in the Litigation and as set forth in Plaintiffs' Original Class Action Complaint have merit. Nevertheless, the Representative Plaintiffs and Settlement Class Counsel recognize and acknowledge the expenses and time involved in prosecuting the Litigation against Defendants, including the likelihood of extensive motion practice, trial, and appeals. Settlement Class Counsel has also accounted for the risks, uncertainties, and delays of further litigation. Settlement Class Counsel is also mindful of the inherent difficulties related to proof of and possible defenses to the asserted claims. Settlement Class Counsel believes the settlement confers substantial benefits on the Settlement Class (as defined below) and is fair, reasonable, adequate, and in the best interest of the Settlement Class (as defined below).

III. Defendants' Denial of Wrongdoing and Liability

Defendants believe the claims and contentions alleged in the Litigation are without merit. Defendants deny allegations of wrongdoing and liability. Nonetheless, Defendants have concluded that further litigation would be impractical, protracted, and expensive. Defendants desire that the Litigation be fully and finally resolved in the manner and upon the terms and conditions set forth in the Settlement Agreement.

IV. Terms of Settlement

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among the Representative Plaintiffs, individually and on behalf of the Settlement Class (as defined below), by and through Settlement Class Counsel, and Defendants that, subject to the Court's approval, the Litigation and Released Claims (as defined below) shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to all Settling Parties

(as defined below), upon and subject to the terms and conditions of the Settlement Agreement, as follows.

1. Definitions

1.1 “Claims” means known claims and Unknown Claims (as defined in ¶ 1.13), actions, allegations, demands, rights, liabilities, and causes of action of every nature and description whatsoever, whether contingent or non-contingent, and whether at law or equity.

1.2 “Settlement Class Counsel” or “Plaintiffs’ Counsel” means the Potts Law Firm, LLP.

1.3 “Effective Date” means the first date by which all the events and conditions specified in ¶ 9.1 have occurred and have been met.

1.4 “Final” means the occurrence of all events as follows: (i) the Settlement Agreement is approved by the Court; (ii) the Court has entered a judgment; and (iii) the time to appeal or seek permission to appeal from the judgment has expired or, if appealed, then the appeal has been dismissed in its entirety, or the judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding, any order modifying or reversing any attorney fee award shall not affect whether the judgment is Final or other aspects of the judgment.

1.5 “Opt-Out Date” means the date by which Settlement Class Members (as defined below) must mail or email their requests to be excluded from the Settlement Class (as defined below) for such requests to be effective. The postmark or timestamp date shall constitute the mailing or emailing date.

1.6 “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative,

trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

1.7 “Released Claims” shall mean any and all Claims, including, without limitation, those arising under state or federal law of the United States (as defined below), such as any causes of action for breach of contract, violations of the DTPA or any similar statutes enacted in any state in the United States (as defined below), misrepresentation (whether fraudulent, negligent, or innocent), conversion, unjust enrichment, and also any and all Claims, including, without limitation, in any state or federal court of the United States (as defined below) for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorney fees and expenses, interest, statutory penalties, restitution, and any other form of relief, that either have been or could have been asserted by any Released Persons (as defined below) based on, relating to, concerning, or arising out of the allegations, facts, or circumstances alleged in the Litigation. Released Claims shall only include Claims pertaining to the refund or reimbursement of Magic Money purchases for the festival. Released Claims shall not include any Claims for personal injuries or other injuries or damages arising out of the festival or any Claims of any nature between or among Defendants, including those that seek indemnification or contribution from any Defendants. Released Claims shall not include Claims to enforce the Settlement Agreement.

1.8 “Released Persons” means (a) Live Nation Worldwide, Inc., Live Nation Entertainment, Inc., Scoremore Holdings, LLC, Magic Money LLC, Ceremony of Roses, LLC, and Cor Merchandising, LLC, (b) Representative Plaintiffs and Settlement Class Members (as defined below), who have consented to and joined in the settlement, and (c) all subsidiary and affiliated companies and respective directors, officers, employees, agents, successors, assigns,

heirs, executors, attorneys, administrators, insurers, co-insurers, reinsurers, and insurance brokers of such.

1.9 “Representative Plaintiffs” means Brenda Wong, Parker Jerrell, Jose Box, and Amber Palmer.

1.10 “Settlement Class” means all Persons who purchased Magic Money for the Astroworld Festival 2021 and were not issued a chargeback or refund for the Magic Money transaction. Excluded from the definition of Settlement Class are Defendants and their officers and directors, and those Persons who timely and validly request exclusion from the Settlement Class.

1.11 “Settlement Class Member” means a Person who falls within the definition of the Settlement Class.

1.12 “Settling Parties” means, collectively, Live Nation Worldwide, Inc., Live Nation Entertainment, Inc., Scoremore Holdings, LLC, Magic Money LLC, Ceremony of Roses, LLC, and Cor Merchandising, LLC, and Representative Plaintiffs, individually and on behalf of the Settlement Class.

1.13 “Unknown Claims” means any of the Released Claims not known or suspected to exist at the time of the release of the Released Persons that, if known, might have affected the settlement with and release of the Released Persons, or might have affected the decision not to object to or to participate in the settlement. With respect to any and all Released Claims, upon the Effective Date, the Settling Parties shall have waived, and each Settlement Class Member shall be deemed to have waived, and by operation of the judgment shall have waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (as defined below) (including, without limitation, Montana Code Ann. § 28-1-1602, North Dakota Cent. Code

§ 9-13-02, and South Dakota Codified Laws § 20-7-11), which are similar, comparable, or equivalent to California Civil Code § 1542 that provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Settling Parties and Settlement Class Members may discover facts in addition to or different from those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but the Settling Parties shall have, and each Settlement Class Member shall be deemed to have, and by operation of the judgment shall have, upon the Effective Date, fully, finally, and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed to have acknowledged by operation of the judgment, that the foregoing waiver is a material element of the settlement of which this release is a part.

1.14 “United States” includes the District of Columbia.

2. The Settlement

2.1 Total Settlement Fund (“Total Settlement Fund”): Defendant Live Nation shall provide a total settlement fund of three hundred and thirty-five thousand dollars (\$335,000.00).

Defendant Live Nation is not obligated to and shall not be called upon to make any additional payments or bear any additional expenses in connection with the settlement above and beyond the \$335,000.00 it will provide for the Total Settlement Fund and the notice publication costs specified in ¶ 3.3, contingent on the Court’s reconsideration of its order of October 27, 2022.

(a) Within ten (10) days following the settlement’s approval, Defendant Ceremony of Roses will request that First Data reopen the merchant account (“merchant account”),

which was used to process the Magic Money purchases for the festival mainly paid with debit and credit cards.

(b) Within five (5) days of receiving notice that Ceremony of Roses has requested that First Data reopen the merchant account, Defendant Live Nation:

(1) will reserve, prior to remittance to Settlement Class Counsel, from the Total Settlement Fund, in a designated account, the monies for attorney fees, costs, and expenses and Representative Plaintiffs' incentive awards per ¶ 7,

(2) will reserve, prior to remittance to First Data, from the Total Settlement Fund, any fair and reasonable attorney fees, costs, and expenses, requested by First Data and approved by the Court (i.e., First Data shall only receive fair and reasonable attorney fees, costs, and expenses from the Total Settlement Fund with Court approval and pursuant to the time frame prescribed within the Settlement Agreement), and

(3) will distribute from the Total Settlement Fund the monies that will be used to fund the merchant account, which shall consist of the remaining amount of the Total Settlement Fund once the attorney fees, costs, and expenses and incentive awards have been reserved per ¶¶ 2.1(b)(1) and (2), 7 ("First Data Fund"). Accordingly, the First Data Fund will encompass (i) a refund amount ("Refund Amount") that accounts for, according to First Data records, the Magic Money purchases for the festival mainly paid with debit and credit cards, where the purchaser was not issued a chargeback or refund on the purchase, and, if necessary, is prorated based on the Refund Amount, and (ii) any reserve amount ("Reserve Amount") needed by First Data, which is required to fund the merchant account and to cover, in part, any transaction and rejection fees.

After issuing a first round of refunds of any valid claims, then, if practical and necessary, a second round of refunds will be issued per the process described herein and in ¶ 2.2. Afterwards, any remaining monies of the First Data Fund shall be remitted to Defendant Ceremony of Roses, a process which First Data and Defendant Ceremony of Roses agreed to in their First Data Revival Agreement. Defendant Ceremony of Roses shall then notify Settlement Class Counsel, and Settlement Class Counsel shall provide wiring instructions for Defendant Ceremony of Roses to then remit the remaining monies of the First Data Fund to Settlement Class Counsel to be held in a designated IOLTA account and used to fund the reimbursement of any valid claims per ¶ 2.3. After Settlement Class Counsel distributes the reimbursements of any valid claims per ¶ 2.3 and the refunds and reimbursements of any disputed valid claims per ¶ 2.4, any remaining monies of the First Data Fund shall be donated to a charitable fund to cover the festival victims' expenses.

(c) Defendant Ceremony of Roses will reasonably cooperate with Defendant Live Nation and Plaintiffs to ensure the merchant account is funded as required for the intended purposes as described herein. Defendant Ceremony of Roses will be the point of contact with First Data and will reasonably cooperate to ensure First Data and the merchant account issue appropriate refunds and remit the remaining monies of the First Data Fund as described herein. For the avoidance of doubt, in the event that First Data fails to appropriately issue refunds and/or remit the remaining monies, Defendant Ceremony of Roses's liability shall be limited in accordance with the Settlement Agreement (*see, e.g.*, ¶ 8.8).

(d) In the event that First Data and Defendant Ceremony of Roses require additional time from that which has been contemplated to appropriately issue refunds and remit the remaining monies of the First Data Fund, Defendant Ceremony of Roses shall immediately notify the other Defendants and Settlement Class Counsel, and Defendants and Settlement Class

Counsel shall cooperate in extending any impacted deadlines as may be reasonable and consistent with the intended purposes of the Settlement Agreement (*see* ¶ 8.4).

2.2 Automatic Refunds of Valid Claims:

(a) Within sixty (60) days following the settlement's approval, Ceremony of Roses vis-à-vis First Data and the merchant account shall issue a refund on all valid claims, as recorded by First Data and the merchant account, for all Magic Money purchases for the festival mainly paid with debit and credit cards and that were not issued a chargeback or refund on such purchases. The refund will be, if necessary, prorated based on the Refund Amount. Within thirty (30) days of the first refund, a second refund, if practical and necessary, shall be issued according to the process described herein.

(b) First Data and the merchant account records shall be used to determine the validity of any claim, and amount and method of any refund, for Magic Money transactions for the festival mainly paid with debit and credit cards as described herein. It is the intent of the Settling Parties that First Data will resolve any issues with the processing of refunds associated with such claims.

2.3 Reimbursements of Valid Claims:

(a) Any claim for Magic Money purchases paid with cash or any payment means other than debit and credit card, which was not subject to an automatic refund, must be submitted to Settlement Class Counsel by mail or email, postmarked or timestamped, within one hundred and thirty (130) days of the settlement's approval.

(b) Any claim should include: (i) the purchaser's full name, address, telephone number, and email address; and (ii) information identifying the purchaser as a Settlement Class Member, including (a) proof that the purchaser is a Settlement Class Member (e.g., proof of each

Magic Money purchase for which reimbursement is sought, including the amount of each purchase and the payment type and account number used for each purchase), or (b) an affidavit setting forth in as much detail as can reasonably be provided information on each Magic Money purchase for which a reimbursement is sought. All account information shall be confidential and protected.

(c) The validity of such claims will be determined by Settlement Class Counsel, with the assistance of Defendants and First Data, if necessary.

(d) Any such valid claims will be eligible for a reimbursement to be issued by check to the purchaser within one hundred and fifty (150) days following the settlement's approval. Any reimbursement amount on such claims will be distributed from and determined based on the remaining First Data Fund, as set forth in ¶ 2.1(b), and, if necessary, be distributed proportionately.

2.4 Dispute of Valid Claims: Any dispute regarding a refund or reimbursement of a valid claim shall be resolved by Settlement Class Counsel and, if necessary, in cooperation with Defendants and First Data.

(a) Any dispute must be submitted to Settlement Class Counsel by mail or email, postmarked or timestamped, within one hundred and seventy (170) days following the settlement's approval. Any dispute should include: (i) the purchaser's full name, address, telephone number, and email address; and (ii) information identifying the purchaser as a Settlement Class Member, including (a) proof that the purchaser is a Settlement Class Member (e.g., proof of each Magic Money purchase for which a refund or reimbursement is sought, including the amount of each purchase and the payment type and account number used for each purchase), or (b) an affidavit setting forth in as much detail as can reasonably be provided information on each Magic Money purchase for which a refund or reimbursement is sought. All account information shall be confidential and protected.

(b) If a disputed claim is found to be valid, within one hundred and ninety (190) days following the settlement's approval, any refund or reimbursement amount on such claim will be distributed from and determined based on the remaining First Data Fund after any valid claims have been reimbursed as set forth in ¶ 2.1(b), and, if necessary, distributed proportionately. Any such refund or reimbursement will be distributed by check to the purchaser.

2.5 Costs of Notice and Claim Administration: All costs associated with notice to the Settlement Class and of claim administration shall be paid by Settlement Class Counsel except for those costs described in ¶ 2 (Defendant Ceremony of Roses shall bear any costs of reopening the merchant account and administering the refunds vis-à-vis First Data and the merchant account, and Settlement Class Members shall bear the costs of any Reserve Amount requirements) and in ¶ 3.3 (Defendant Live Nation shall bear certain specified costs of publication).

2.6 The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement is not approved by the Court or terminated or cancelled pursuant to the terms of the Settlement Agreement, then the Settlement Agreement and the certification of the Settlement Class provided for will be vacated, and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any party's position on the issue of class certification or any other issue.

3. Order of Preliminary Approval and Publishing of Notice of a Final Fairness Hearing

3.1 As soon as practicable, and with the cooperation of Defendants, Settlement Class Counsel shall submit the Settlement Agreement to the Court as an exhibit to its unopposed motion for preliminary approval of the settlement and apply for an entry of an order requesting in part:

- (a) certification of the Settlement Class for settlement purposes only;
- (b) preliminary approval of the settlement; and

(c) approval of the publication of customary forms of summary and long-form notices, which together shall include a fair summary of the litigation positions, the general terms of the settlement, instructions for how to object to or opt-out of the settlement, the process and instructions for making claims to the extent contemplated, and the date, time, and place of the Final Fairness Hearing.

3.2 The notices shall be reviewed and agreed upon by the Settling Parties prior to submission to the Court for the settlement's preliminary approval.

3.3 Settlement Class Counsel shall pay for and assume the administrative responsibility to provide notice to the Settlement Class as herein in accordance with the Court's preliminary approval. The costs of notice and claims administration shall be paid by Settlement Class Counsel in accordance with ¶ 2.5. The Settling Parties agree that notice shall be provided to Settlement Class Members by publication. Specifically, notice shall be published in the Houston Chronicle on three separate days. Defendant Live Nation shall bear the costs of the three publications in the Houston Chronicle. The Settling Parties further agree that Settlement Class Counsel will provide individual notice by email to those Settlement Class Members whose email addresses were provided to Settlement Class Counsel. Additionally, a settlement website with access to notices and the Settlement Agreement shall be maintained and updated by Settlement Class Counsel as deemed necessary, the content of which is subject to the approval of Defendants that will not be unreasonably withheld. Settlement Class Counsel will also provide copies of notices and Spanish language assistance upon request. Lastly, Settlement Class Counsel will submit a press release about the settlement, the contents of which is subject to the approval of Defendants that shall not be unreasonably withheld. The notices and notice process approved by the Court may be adjusted

by Settlement Class Counsel, in consultation and agreement with Defendants, as may be reasonable and not inconsistent with the Court's approval.

3.4 Settlement Class Counsel and Defendants shall request that after notice is given, the Court hold a Final Fairness Hearing and grant final approval of the settlement.

3.5 The Settling Parties agree that ¶ 3.3 is a material condition of the settlement and that the Settlement Agreement is contingent on the Court's reconsideration of its order of October 27, 2022, that would allow for notice of settlement in a manner consistent with ¶ 3.3, and further agree that, to the extent the Court does not agree to publication as proposed in ¶ 3.3, the Settling Parties will work together in good faith to propose an alternative form of notice that is acceptable to the Settling Parties and the Court. The Settling Parties hereby agree to the joint motion regarding notice, attached hereto as **Annex A**, and further agree to file such motion the next business day after execution of the Settlement Agreement.

4. Opt-Out Procedures

4.1 Each Person wishing to opt out of the Settlement Class shall submit a written notice of such intent. The written notice must clearly manifest an intent to be excluded from the Settlement Class. The written notice must be individually signed by the Person and should include: (i) the Person's full name, address, telephone number, and email address; and (ii) information identifying the Person qualifies as a Settlement Class Member, including (a) proof of each Magic Money purchase for which a refund or reimbursement may be sought, including the amount of each purchase and the payment type and account number used for each purchase, or (b) an affidavit setting forth in as much detail as can reasonably be provided information on each Magic Money purchase for which a refund or reimbursement may be sought. All account information shall be confidential and protected.

4.2 To be effective, written notice must be submitted to Settlement Class Counsel by mail or email, postmarked or timestamped, at least twenty-one (21) days prior to the Final Fairness Hearing. Within seven (7) days after the deadline to submit written notice, Settlement Class Counsel shall furnish to Defendants' counsel a complete list of all timely and valid notices (i.e., an opt-out list).

4.3 All Persons who submit valid and timely written notice of an intent to be excluded from the Settlement Class as set forth in ¶¶ 4.1 and 4.2, shall neither receive any benefits of nor be bound by the terms of the Settlement Agreement. All Persons falling within the definition of the Settlement Class, who do not request to be excluded from the Settlement Class in the manner set forth in ¶¶ 4.1 and 4.2, shall be bound by the terms of the Settlement Agreement and judgment entered thereon.

5. Objection Procedures

5.1 Each Settlement Class Member desiring to object to the settlement shall submit a timely written notice of objection. The notice shall state: (i) the objector's full name, address, telephone number, and email address; (ii) information identifying the objector as a Settlement Class Member, including (a) proof that the objector is a Settlement Class Member (e.g., proof of each Magic Money purchase for which a refund or reimbursement is sought, including the amount of each purchase and the payment type and account number used for each Money purchase), or (b) an affidavit setting forth in as much detail as can reasonably be provided information on each Magic Money purchase for which a refund or reimbursement is sought; (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection; (iv) the identity of all counsel representing the objector; (v) the identity of all counsel representing the objector who will appear at the Final Fairness Hearing; (vi) a list of all persons who will be called to testify

at the Final Fairness Hearing in support of the objection; (vii) a statement confirming whether the objector intends to personally appear and/or testify at the Final Fairness Hearing; and (viii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation). To be an effective objection, such notice shall also identify, by case name, court, and docket number, all other cases in which the objector (directly or through counsel) or the objector's counsel (on behalf of any person or entity) has filed an objection to any proposed class action settlement or has been a named plaintiff in any class action or served as class counsel. To be timely, the written notice of an objection in appropriate form must be filed with the Clerk of the United States District Court for the Southern District of Texas, P.O. Box 61010, Houston, Texas 77208, twenty-one (21) days prior to the date for the Final Fairness Hearing, and served concurrently upon Settlement Class Counsel (Derek H. Potts, 3737 Buffalo Speedway, Suite 1900, Houston, Texas 77098), and counsels for Defendant Live Nation (Neal S. Manne, 1000 Louisiana Street, Suite 5100, Houston, Texas 77002), Defendant Magic Money (Robert Scott, 717 Texas Avenue, Suite 1400, Houston, Texas 77002), and Defendant Ceremony of Roses (Katie Pierucci, 9601 Wilshire, 7th Floor, Beverly Hills, California 90210).

6. Releases

6.1 Upon the Effective Date, each Released Person shall be deemed to have, and by operation of the judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Released Person shall either directly, indirectly, representatively, as a member of or on behalf of the general public, or in any capacity be permanently barred and

enjoined from commencing, prosecuting, or participating in any recovery in any action (other than participation in the settlement) in which any of the Released Claims are asserted.

6.2 Upon the Effective Date, Defendants shall be deemed to have and by operation of the judgment shall have, fully, finally, and forever released, relinquished, and discharged Representative Plaintiffs, Settlement Class Members, and Settlement Class Counsel, who have consented to and joined in the settlement, from all Claims based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or Released Claims.

6.3 Notwithstanding, Defendants and Representative Plaintiffs, Settlement Class Members, and Settlement Class Counsel, who have consented to and joined in the settlement, shall not have, or shall not be deemed to have, released, relinquished, or discharged any Claims relating to the enforcement of the Settlement Agreement (*see also* ¶¶ 1.7, 2.1(c), and 8).

6.4 Notwithstanding, Defendants shall not have, or shall not be deemed to have, released, relinquished, or discharged any Claim or defense against any Person other than Representative Plaintiffs, Settlement Class Members, and Settlement Class Counsel, who have consented to and joined in the settlement.

7. Settlement Class Counsel's Attorney Fees, Costs and Expenses, and Incentive Awards to Representative Plaintiffs

7.1 The Settling Parties have not agreed to the amounts of the attorney fees, costs and expenses, or incentive awards to Representative Plaintiffs, as provided for in ¶¶ 7.2 and 7.3. The parties only agreed that these amounts would be paid out of the Total Settlement Fund as ordered by the Court after a proposal made by Settlement Class Counsel. Settlement Class Counsel's proposal is as follows:

7.2 Defendant Live Nation will pay Settlement Class Counsel out of the Total Settlement Fund, subject to Court approval:

(a) seventy-eight thousand and seven hundred and twenty-five dollars (\$78,725.00), intended to account for approximately twenty-three and a half percent (23.5%) of the Total Settlement Fund for attorney fees,

(b) Seven thousand and two hundred dollars (\$7,200.00) in costs and expenses, and

(c) incentive awards of two hundred dollars (\$200.00) for each Representative Plaintiff.

7.3 Within twenty (20) days of the Effective Date, Defendant Live Nation shall remit payment for the attorney fees, costs, and expenses, and Representative Plaintiffs' incentive awards, as set forth in ¶¶ 2.1(b)(1), 7.1, and 7.2, to Settlement Class Counsel and, if applicable, shall remit payment for the attorney fees, costs, and expenses, as set forth in ¶ 2.1(b)(2), to First Data. Settlement Class Counsel shall thereafter distribute the incentive awards to Representative Plaintiffs consistent with ¶ 7.2(c).

7.4 The amount of attorney fees, costs, and expenses, and Representative Plaintiffs' incentive awards is intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court or modification or reversal or appeal of any order of the Court concerning the amount of attorney fees, costs, or expenses, and Representative Plaintiffs' incentive awards awarded by the Court shall affect whether the judgment is Final or constitute grounds for cancellation or termination of the Settlement Agreement.

8. Administration of Claims

8.1 The refund of valid claims shall be administered by First Data and the merchant account with the oversight of Defendant Ceremony of Roses where necessary, as described in ¶ 2.2.

8.2 The reimbursement of valid claims shall be administered by Settlement Class Counsel as described in ¶ 2.3.

8.3 Defendants will cooperate, if necessary, with Settlement Class Counsel in resolving any disputes as to valid claims as described in ¶ 2.4.

8.4 In the event that additional time to administer claims and distributions is required, Settlement Class Counsel and Defendants shall be notified and cooperate in extending deadlines as may be reasonable and consistent with the intended purposes of the Settlement Agreement.

8.5 Defendants and Settlement Class Counsel shall be given updates as to both claims and distributions and shall have the opportunity, if necessary, to review any supporting documentation for any claims. The final determination of the validity, or invalidity, of any such claims shall be binding, subject to the binding determination of any dispute resolution as set forth in ¶ 2.4.

8.6 Except as otherwise set forth herein and ordered by the Court, any Settlement Class Members who fail to timely submit a claim and dispute, if applicable, within the appropriate time frame shall be forever barred from receiving any payments or benefits pursuant to the settlement but will in all other respects be subject to and bound by the provisions of the Settlement Agreement, the releases contained herein, and the judgment.

8.7 No Person shall have any claim against Defendants or Settlement Class Counsel based on distributions of benefits made substantially in accordance with the Settlement Agreement or any further order of the Court.

8.8 No Person shall have any claim against Defendants or Settlement Class Counsel in the event that First Data fails to act in accordance with the Settlement Agreement and acts outside the scope of Defendants' and Settlement Class Counsel's reasonable control.

9. Conditions of Settlement, Effect of Disapproval, Cancellation or Termination

9.1 The Effective Date of the settlement shall be conditioned on the occurrence of all the following events:

(a) the Court has entered an order of preliminary approval and the publishing of notice of a Final Fairness Hearing, as required by ¶ 3.1;

(b) the Court has entered the judgment granting final approval to the settlement as set forth herein; and

(c) the judgment has become Final, as defined in ¶ 1.4.

9.2 If all the conditions specified in ¶ 9.1 are not satisfied, then the Settlement Agreement shall be canceled and terminated subject to ¶ 9.3, unless Settlement Class Counsel and Defendants' counsels mutually agree in writing to proceed with the Settlement Agreement.

9.3 If the Settlement Agreement is not approved by the Court or the settlement is otherwise terminated in accordance with its terms, then (a) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all litigation deadlines be reasonably set by the Court so as to avoid prejudice and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated. Notwithstanding any statement in the Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of an order reducing the amount of attorney fees, costs, and expenses awarded to Settlement Class Counsel or, if applicable, to First Data shall be grounds for cancellation or termination of the Settlement Agreement.

10. Miscellaneous Provisions

10.1 The Settling Parties: (a) acknowledge that it is their intent to consummate the Settlement Agreement, and (b) agree to cooperate to the extent reasonably necessary to effectuate

and implement all terms and conditions of the Settlement Agreement, and any applicable requirements under the Class Action Fairness Act of 2005, and to exercise their best efforts to accomplish the terms and conditions of the Settlement Agreement.

10.2 The parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement is comprised of claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis.

10.3 Neither the Settlement Agreement nor the settlement therein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement: (a) is, may be deemed to be, or may be used as an admission or evidence of the validity or invalidity of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (b) is, may be deemed to be, or may be used as an admission or evidence of any fault or omission of any of the Released Persons, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Any of the Released Persons may file the Settlement Agreement and judgment in any action that may be brought in order to support a defense or counterclaim based on the principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

10.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

10.5 Any actions involving First Data or the merchant account may be revised, in consultation with First Data, as may be reasonable and consistent with the intended purposes of the Settlement Agreement.

10.6 This Settlement Agreement constitutes the entire agreement among the Settling Parties, and no representations, warranties, or inducements have been made concerning the Settlement Agreement other than the representations, warranties, and covenants contained and memorialized herein. Except as otherwise provided, each shall bear its own costs.

10.7 Settlement Class Counsel, on behalf of the Settlement Class, is expressly authorized by the Representative Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms and is also expressly authorized to enter into any modifications or amendments to the Settlement Agreement deemed to be appropriate.

10.8 Each counsel or other Person executing the Settlement Agreement on behalf of any Settling Party hereby warrants that such Person has the full authority to do so.

10.9 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court.

10.10 The Settlement Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Settling Parties.

10.11 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all Settling Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement Agreement.

10.12 The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of Texas, and the rights and obligations of the parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Texas without giving effect to that State's choice of law principles.

10.13 As used herein, "he" means "he, she, or it;" "his" means "his, hers, or its," and "him" means "him, her, or it."

10.14 All dollar amounts are in United States dollars.

10.15 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the Settling Parties have caused the Settlement Agreement to be executed by their duly authorized attorneys.

Settlement Class Counsel



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4-11-23
Date

Counsel for Ceremony of Roses, LLC and COR Merchandising, LLC

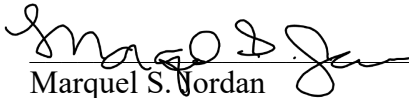


4/11/2023

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Neal S. Manne

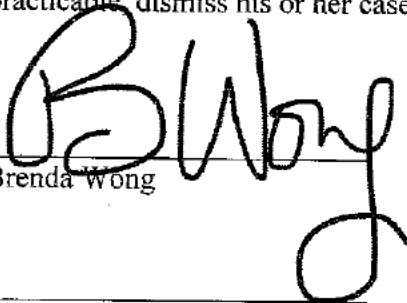
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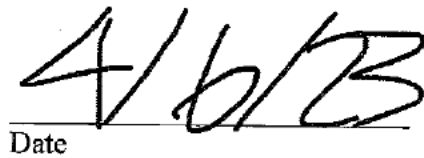
4/11/2023

Date

EXHIBIT A

The undersigned, on behalf of himself or herself, hereby joins in and consents to the Settlement Agreement dated April 11, 2023, and all conditions and terms contained therein, entered into in the action, *Brenda Wong, et al. v. Magic Money, LLC, et al.*, Case No. 4:21-cv-04169, in the United States District Court for the Southern District of Texas. The undersigned represents that he or she has the authority to sign as indicated. The undersigned further agrees that upon entry of the judgment in the above-referenced matter, the undersigned shall, as soon as practicable, dismiss his or her case against Defendants with prejudice.


Brenda Wong


Date

Amber Palmer

Date

Jose Box

Date

Parker Jerrell

Date

EXHIBIT A

The undersigned, on behalf of himself or herself, hereby joins in and consents to the Settlement Agreement dated April 11, 2023, and all conditions and terms contained therein, entered into in the action, *Brenda Wong, et al. v. Magic Money, LLC, et al.*, Case No. 4:21-cv-04169, in the United States District Court for the Southern District of Texas. The undersigned represents that he or she has the authority to sign as indicated. The undersigned further agrees that upon entry of the judgment in the above-referenced matter, the undersigned shall, as soon as practicable, dismiss his or her case against Defendants with prejudice.

Brenda Wong



Amber Palmer

Date

4/12/2023

Date

Jose Box

Date

Parker Jerrell

Date

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Brenda Wong

Date

Amber Palmer

Date



4/11/2023

Jose Box

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Parker Jerrell

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Brenda Wong


Date

Amber Palmer

Date

Jose Box

Date



Parker Jerrell

4/11/23

Date

ANNEX A

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

**BRENDA WONG, PARKER JERRELL, §
JOSE BOX, AMBER PALMER, §
Individually and on Behalf of all Others §
Similarly Situated, §**

Plaintiffs, §

CASE NO. 4:21-cv-04169

v. §

**MAGIC MONEY LLC, SCOREMORE §
HOLDINGS, LLC, LIVE NATION §
WORLDWIDE, INC., LIVE NATION §
ENTERTAINMENT, INC., §
CEREMONY OF ROSES, LLC, and §
COR MERCHANDISING, LLC, §**

JURY TRIAL DEMANDED

Defendants. §

**JOINT MOTION FOR RECONSIDERATION REGARDING
PORTION OF COURT’S OCTOBER 26, 2022, MINUTE ORDER AND
JOINT REQUEST FOR ORDER REGARDING NOTICE**

Plaintiffs Brenda Wong, Parker Jerrell, Jose Box, and Amber Palmer (“Representative Plaintiffs”), individually and on behalf of the Settlement Class, and Defendants Scoremore Holdings, LLC, Live Nation Worldwide, Inc., and Live Nation Entertainment, Inc. (collectively “Live Nation”) jointly file this motion asking the Court to reconsider the portion of its October 26, 2022, minute order regarding notice of the settlement agreement in this case. After discussions between counsels for Representative Plaintiffs and Live Nation, Representative Plaintiffs and Live Nation respectfully requests that the Court reconsider its minute order for notice of the proposed settlement to be published via Live Nation’s website and social media accounts and that the Court rule that, because it is reasonable and constitutes a form of notice of settlement that is most

practicable under the circumstances, Representative Plaintiffs shall publish notice of proposed settlement in the Houston Chronicle for three days at Live Nation's sole expense.

1.

Representative Plaintiffs filed this putative class action on December 23, 2021, claiming they are entitled to refund of monies they loaded onto a system called "Magic Money" to pay for various entertainment options such as carnival rides and games at the 2021 Astroworld Festival but were unable to use because the second day of Astroworld was canceled. Dkt. 1.

2.

The Court allowed limited discovery so that Representative Plaintiffs could pursue information necessary to identify the individuals who placed funds onto the Magic Money system in connection with the 2021 Astroworld Festival, the amount of funds placed on the Magic Money system, and the amount of any chargebacks.

3.

In the meantime, Representative Plaintiffs and Live Nation agreed to a settlement in principle of the case and announced the settlement in principle on the record during a June 1, 2022, status conference, noting that they were working out the details of a settlement agreement in writing, and the Court instructed Representative Plaintiffs to file a motion for certification.

4.

On October 26, 2022, the Court held a status conference to address certain disagreements that had arisen as the parties worked to reach a resolution of a final settlement agreement. During that status conference, the Court ordered that Live Nation publish notice of the proposed settlement on its website and social media accounts.¹ Minute Order, Dkt. 62.

¹ The parties were also in disagreement over the form of the settlement agreement. The parties do not seek reconsideration of the Court's order that the parties use the long form settlement agreement.

5.

Following that status conference, counsels for Representative Plaintiffs and Live Nation met and conferred regarding the means for providing appropriate notice of the proposed settlement. After these discussions, Representative Plaintiffs and Live Nation have agreed that a form of notice that is reasonable and most practicable under the circumstances is publishing notice in the Houston Chronicle for three days. Live Nation represents that it is not affiliated with Magic Money and that festivalgoers did not purchase their Magic Money cards from Live Nation or from Live Nation's websites. Live Nation represents that it is unlikely that class members who may be entitled to Magic Money refunds would receive actual notice through Live Nation's website or social media, because they have no reason to visit those sites and it is not clear how many of them ever have. Live Nation represents that tickets to the Astroworld Festival were never sold on Live Nation's websites. Moreover, Live Nation represents that, because Live Nation is currently defending itself in approximately 500 Astroworld Festival-related personal injury lawsuits pending in Texas state court, publishing notice of the Magic Money settlement on Live Nation's website and social media accounts is likely to confuse thousands of Astroworld Festival attendees who did not purchase Magic Money cards. Therefore, publication in the Houston Chronicle for three days is an appropriate form of notice. Live Nation agrees to pay the full cost of publication in the Houston Chronicle for three days.

6.

The parties continue to work together to reach a final agreement and hope to submit a settlement agreement to the Court for approval, including the form of notice as described herein, along with the motion for certification on April 12, 2023, in accordance with the Court's order. Dkt. 71.

* * *

For all these reasons, Representative Plaintiffs and Defendant Live Nation jointly ask the Court to allow Representative Plaintiffs to publish an agreed notice of proposed settlement in the Houston Chronicle for three days at Live Nation's sole expense.

Dated: _____, 2023

Respectfully submitted,

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Brenda Wong, Parker Jerrell, Jose Box, and
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CERTIFICATE OF SERVICE

I certify that on _____, 2023, a true and correct copy of this document properly was served on counsel of record via electronic filing in accordance with the USDC, Southern District of Texas Procedures for Electronic Filing.

Neal S. Manne