

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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DANA GROSS, on behalf of herself and :
all others similarly situated, : Index No. 600504/02
 : (Cahn, J.)
 :
Plaintiff, :
 :
-against- :
 :
TICKETMASTER, TICKETMASTER L.L.C., :
MADISON SQUARE GARDEN, L.P., SFX :
ENTERTAINMENT, INC., and :
WORLD EVENTS, L.L.C., :
 :
Defendants. :
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STIPULATION AND AGREEMENT OF COMPROMISE AND SETTLEMENT

This Stipulation and Agreement of Compromise and Settlement (the "Stipulation"), dated as of the date of the last signature below, is made and entered into by and among Plaintiff Dana Gross (the "Named Plaintiff") on behalf of herself and each of the Settlement Class Members (as defined below, and collectively with the Named Plaintiff, "Plaintiffs") on the one hand, and Defendants Ticketmaster, Ticketmaster L.L.C. (collectively, "Ticketmaster"), Madison Square Garden, L.P. ("MSG"), LiveNation Worldwide, Inc. (f/k/a SFX Entertainment, Inc. ("SFX")) and World Events, LLC ("World Events," and collectively with Ticketmaster, MSG, and SFX, the "Defendants") on the other hand, by and through their undersigned counsel. This Stipulation is intended by the Plaintiff and Defendants (collectively, the "Parties") to fully, finally, and forever resolve, discharge, and settle the "Released Claims" (as defined below), upon and subject to the terms and conditions hereof, as well as the preliminary and final approval of the Court.

DEFINITIONS

The following words or phrases, whenever they appear in this Stipulation, shall have the following meaning ascribed to them, and the singular includes the plural, and the plural the singular:

“Administrative Expenses” means all costs and expenses associated with providing the Mailed Hearing Notice, the Published Hearing Notice, and the costs of the Claims Agent, all as set forth below.

“Applicable Sections” means Sections 408-420, 315-329, 211-219 and 65-69 of the arena in New York City, New York known as “Madison Square Garden.”

“Class Counsel” shall mean Peter M. Agulnick, Esq. and the law office of Peter M. Agulnick, P.C.

“Concerts” shall mean the concerts entitled “Michael Jackson: 30th Anniversary Celebration, The Solo Years” held at Madison Square Garden on September 7, 2001 and September 10, 2001.

“Effective Date” means the date on which the Final Judgment is no longer subject to further judicial review and all statutory deadlines for seeking such review have passed.

“Final Judgment” means an Order and Final Judgment to be rendered by the Court, substantially in the form attached hereto as Exhibit A, approving the Settlement, dismissing the Action in its entirety with prejudice, and providing that the Settlement Class has released the Released Parties from the Released Claims.

“Hearing Notice” shall mean the notice authorized by the court for publication and mailing (as discussed in further detail below) in a form substantially similar to Exhibit B hereto.

"Named Plaintiff" shall mean Plaintiff Dana Gross.

"Preliminary Order" shall mean an order of the Court (1) setting a hearing date for the proposed Settlement; and (2) authorizing the mailing and publication of the Hearing Notice (as hereinafter defined), in a form substantially similar to Exhibit C hereto.

"Released Claims" means and includes any and all claims or causes of action, including unknown claims, under the laws of any jurisdiction, including under federal law, state law, and common law, whether at law or equity, against any and all Defendants, and any and all of Defendants' respective past and present directors, officers, employees, partners, shareholders, members, principals, and agents (and any members of their immediate families, and any trust for which any of them are trustees, settlers, beneficiaries), and together with each of Defendants' respective predecessors, successors, parents, subsidiaries, divisions, joint ventures, attorneys, insurers, reinsurers, assigns, and related or affiliated entities, for injunctive relief, declaratory relief, economic injury or damages, which are either alleged in the Action or could or might have been alleged in the Action, or which arise in any way from, or relate in any way to, the Concerts, or any other proceedings.

"Released Parties" means each of Defendants Ticketmaster, Ticketmaster L.L.C., Madison Square Garden, L.P., LiveNation Worldwide, Inc. (f/k/a SFX Entertainment, Inc.), World Events LLC and each of their respective past and present directors, officers, members, employees, partners, shareholders, principals, and agents, (and any members of their immediate families, and any trust for which any of them are trustees, settlers, or beneficiaries), together with Defendants' respective predecessors, successors, parents, subsidiaries, divisions, joint ventures, attorneys, insurers, reinsurers, assigns, and related or affiliated entities.

“Settlement” means the full and final compromise, settlement, and dismissal of the Action and all claims that have been or could have been asserted therein, on and subject to the terms and conditions of this Stipulation.

“Settlement Hearing” means the final hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement and an application by Named Plaintiff and her counsel for attorneys’ fees and reimbursement of expenses.

RECITALS

1. The above captioned-action (the “Action”) was commenced by Summons and Complaint in the Supreme Court of New York, County of New York, Index No. 600504/02 (Cahn, J.) and the Complaint was thereafter twice amended. The Named Plaintiff alleged that she purchased six tickets to the Concerts through a Ticketmaster phone representative. The tickets cost \$98.50 each, plus miscellaneous service charges, and were for seats 1 through 6 in Section 328, Row L, of Madison Square Garden. Plaintiff alleges that she and five guests arrived at the concert on September 10, 2001, only to discover that their view of the stage was completely obstructed, and, thus, the tickets were “of no value or of a value far less than she paid for” them. It is alleged that the sales representative never disclosed the obstructed nature of the seats, nor did the tickets.

2. The Named Plaintiff requested class action status for the Action, and alleged four causes of action against the Defendants for (1) violations of the New York deceptive business practices statute; (2) breach of contract; (3) unjust enrichment; and (4) fraud.

3. On July 30, 2002, the Defendants Ticketmaster, MSG, and SFX moved to dismiss the causes of action for breach of contract, unjust enrichment, and fraud.

