

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN MATEO

IN RE EVENTBRITE, INC.  
SHAREHOLDER LITIGATION

This Document Relates To:

ALL ACTIONS.

Lead Case No. 19CIV02798 (consolidated with Case Nos. 19CIV02911 and 19CIV04924)

Class Action

**Notice of Proposed Settlement of Class Action**

Date Action Filed: May 24, 2019

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION**

**TO: ALL PERSONS WHO ACQUIRED EVENTBRITE, INC. (“EVENTBRITE” OR THE “COMPANY”) CLASS A COMMON STOCK BETWEEN SEPTEMBER 20, 2018, AND MAY 24, 2019, INCLUSIVE.**

**THIS NOTICE WAS AUTHORIZED BY THE COURT. IT IS NOT A LAWYER SOLICITATION. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. IN ORDER TO QUALIFY FOR A SETTLEMENT PAYMENT, YOU MUST TIMELY SUBMIT A PROOF OF CLAIM AND RELEASE FORM (“PROOF OF CLAIM”) BY FEBRUARY 24, 2022, AS DESCRIBED MORE FULLY BELOW.**

**WHY SHOULD I READ THIS NOTICE?**

This Notice is given pursuant to an order issued by the Superior Court of California, County of San Mateo (“Court”). This Notice serves to inform you of the proposed settlement of the above-captioned class action lawsuit (“Settlement”) and the hearing (“Settlement Fairness Hearing”) to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, as set forth in the Stipulation and Agreement of Settlement dated October 26, 2021 (“Stipulation”), by and between Plaintiffs Crystal L. Clemons and Cristina Cotte, on behalf of themselves and the Class (as defined below), and Defendants Eventbrite, Inc., Julia Hartz, Kevin Hartz, Randy Befumo, Samantha Harnett, Roelof Botha, Andrew Dreskin, Katherine August-de Wilde, Sean Moriarty, Lorrie M. Norrington, Helen Riley, and Steffan C. Tomlinson, Defendants J.P Morgan Securities LLC, Goldman Sachs & Co. LLC, Allen & Company LLC, Stifel, Nicolaus & Company, RBC Capital Markets, LLC, SunTrust Robinson Humphrey, Inc. (now known as Truist Securities, Inc.), Sequoia Capital U.S. Venture 2010 Fund, L.P., Sequoia Capital U.S. Venture 2010 Partners Fund (Q), L.P., Sequoia Capital U.S. Venture 2010 Partners Fund, L.P., and SC US (TTGP), Ltd. (collectively, “Defendants” and, together with Plaintiff, the “Parties”).<sup>1</sup>

**This Notice is intended to inform you about how this lawsuit and proposed Settlement may affect your rights and what steps you may take in relation to it. This Notice is NOT an expression of any opinion by the Court as to the merits of the claims or defenses asserted in the lawsuit or whether Defendants engaged in any wrongdoing.**

**WHAT IS THIS LAWSUIT ABOUT?**

**I. THE ALLEGATIONS**

This is a securities class action against Defendants for claims under Sections 11, 12(a)(2), and 15 of the Securities Act of 1933 (“Securities Act”). The Action is brought on behalf of all persons and entities who purchased or acquired shares of Eventbrite pursuant or traceable to the Company’s Registration Statement and Prospectus (together, the “Offering Documents”) issued in connection with the Company’s initial public offering (“IPO”) on September 20, 2018. This case was certified as a class action on February 17, 2021.

<sup>1</sup> The Stipulation can be viewed and/or downloaded at [www.EventbriteClassAction.com](http://www.EventbriteClassAction.com). All capitalized terms used herein have the same meaning as set forth in the Stipulation.

Plaintiffs allege that Defendants violated Sections 11, 12(a)(2), and 15 of the Securities Act by reason of material misrepresentations and omissions in the Offering Documents. Among other things, Plaintiffs allege that the Offering Documents failed to disclose material facts related to the Ticketfly migration and integration and the financial implications thereof on Eventbrite's business.

Defendants have denied, and continue to deny, these allegations, that there was any violation of the Securities Act, or that Plaintiffs or members of the Settling Class suffered any recoverable damages under the Securities Act.

**THE COURT HAS NOT RULED AS TO WHETHER DEFENDANTS ARE LIABLE. THIS NOTICE IS NOT INTENDED TO BE AN EXPRESSION OF ANY OPINION BY THE COURT WITH RESPECT TO THE TRUTH OF THE ALLEGATIONS IN THIS ACTION OR THE MERITS OF THE CLAIMS OR DEFENSES ASSERTED. THIS NOTICE IS SOLELY TO ADVISE YOU OF THE PROPOSED SETTLEMENT OF THIS ACTION AND YOUR RIGHTS IN CONNECTION WITH THAT SETTLEMENT.**

## **II. PROCEDURAL HISTORY**

The first complaint in the Court was filed on May 24, 2019. Additional complaints were filed on June 3, 2019, and August 23, 2019. A consolidated complaint was filed on July 24, 2019, and a first amended consolidated complaint was filed on February 10, 2020. The Court sustained Defendants' demurrers to the consolidated complaint and the first amended consolidated complaint, both with leave to amend. On November 9, 2020, Plaintiffs filed the second amended consolidated complaint, which is the operative complaint. By order dated December 17, 2020, the Court overruled Defendants' demurrers to the second amended consolidated complaint.

Defendants answered the second amended consolidated complaint on January 15, 2021.

On January 22, 2021, Plaintiffs filed their motion for class certification. Thereafter, the Parties filed a stipulation regarding class certification. On February 17, 2021, the Court granted the Parties' stipulation, certifying this Action as a class action, appointing Plaintiffs as Class Representatives, and appointing Bottini & Bottini, Inc. and Cotchett, Pitre & McCarthy LLP as Class Counsel.

The Parties have engaged in extensive discovery efforts. In response to Plaintiffs' discovery requests, Defendants have produced and Plaintiffs' counsel have reviewed over 145,000 pages of documents. The Parties also engaged in numerous meet-and-confer conferences regarding discovery and several informal discovery conferences with the Court.

On April 22, 2021, Plaintiffs and Eventbrite participated in a Zoom mediation before Robert A. Meyer, Esq. of JAMS. Prior to the mediation, Plaintiffs and Eventbrite prepared and submitted detailed mediation statements and exhibits setting forth their respective positions on the merits and damages. Although Plaintiffs and Eventbrite negotiated in good faith, no settlement was reached and litigation continued. On July 20, 2021, the Parties attended a second full-day Zoom mediation with Mr. Meyer.

Although no settlement was reached at the second mediation, negotiations continued through Mr. Meyer. Thereafter, Mr. Meyer presented a double-blind mediator's proposal for the settlement of the Action on a class-wide basis, which was not accepted by both sides. After further discussions, the Parties finally reached an agreement-in-principle on the monetary component of the Settlement on August 24, 2021, and thereafter engaged in further negotiations regarding the material terms of the Settlement, which are set forth in the Stipulation and which are subject to approval by the Court.

### **HOW DO I KNOW IF I AM A CLASS MEMBER?**

You are a Class Member if you acquired Eventbrite Class A common stock between September 20, 2018, and May 24, 2019, inclusive ("Class Period"). As set forth in the Stipulation, excluded from the Class are: Defendants, the officers and directors of Eventbrite (at all relevant times), members of their immediate families, and their legal representatives, heirs, successors or assigns, and any entity in which any Defendant has a majority interest ("Excluded Persons"). For purposes of clarification, any investment company, separately managed account, or pooled investment fund, including, but not limited to, mutual fund families, exchange-traded funds and hedge funds, in which any Underwriter Defendant has or may have a direct or indirect interest, or as to which its affiliates may act as an investment advisor but of which any Underwriter Defendant, alone or together with any of its respective affiliates, is not a majority owner or does not hold a majority beneficial interest shall not be deemed Excluded Persons. Also excluded from the Class are those Persons who would otherwise be Class Members but who timely and validly exclude themselves therefrom.

**PLEASE NOTE:** Receipt of this Notice does not mean that you are a Class Member or that you will be entitled to receive a payment from the Settlement. If you are a Class Member and you wish to be eligible to participate in the distribution of proceeds from the Settlement, you are required to submit the Proof of Claim that is being distributed with this Notice and the required supporting documentation as set forth therein postmarked or submitted online on or before February 24, 2022.

### **WHAT IS THE MONETARY VALUE OF THE PROPOSED SETTLEMENT?**

The Settlement, if approved, will result in the creation of a cash settlement fund of \$19,250,000.00 (“Settlement Fund”). The Settlement Fund, plus accrued interest and minus the costs of this Notice and all costs associated with the administration of the Settlement Fund, as well as attorneys’ fees and expenses, and the payment to Plaintiffs for representing the Class, as approved by the Court (“Net Settlement Fund”), will be distributed to eligible Class Members pursuant to the Plan of Allocation that is described in the next section of this Notice.

### **WHAT IS THE PROPOSED PLAN OF ALLOCATION?**

The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund among Class Members based on their respective economic losses resulting from the alleged securities law violations set forth in the complaint.

The Claims Administrator shall determine each Class Member’s share of the Net Settlement Fund based upon the recognized loss formula (“Recognized Claim”) described below. A Recognized Claim will be calculated for each share of Eventbrite Class A common stock acquired during the Class Period. The calculation of a Recognized Claim will depend upon several factors, including the number of shares acquired, whether the shares were ever sold, and, if so, when they were sold and for what amounts. The Recognized Claim is not intended to estimate the amount a Class Member might have been able to recover after a trial, nor to estimate the amount that will be paid to Class Members pursuant to the Settlement. The Recognized Claim is the basis upon which the Net Settlement Fund will be proportionately allocated among Class Members.

Your share of the Net Settlement Fund will depend on the number of valid Proofs of Claim that Class Members send in and how many shares of Eventbrite common stock you acquired during the Class Period, and whether you sold any of those shares and when you sold them.

The calculation of claims below is not an estimate of the amount you will receive. It is a formula for allocating the Net Settlement Fund among all Authorized Claimants. Furthermore, if any of the formulas set forth below yield an amount less than \$0.00, the claim per share is \$0.00.

### **PLAN OF ALLOCATION**

Eventbrite per share value in IPO:	\$23.00 per share
Closing price on the date the lawsuit was filed: <sup>2</sup>	\$16.14 per share

For each share of Eventbrite common stock acquired at any time between September 20, 2018 and May 24, 2019, inclusive, and,

- 1) sold prior to May 24, 2019, the claim per share is the lesser of (i) the Purchase price less the Sales Price, or, (ii) \$23.00 less the sales price.
- 2) retained on and after May 24, 2019, or sold on or after May 24, 2019, the claim per share the lesser of (i) \$6.86 (\$23.00 minus \$16.14), or (ii) \$23.00 less the Sales Price.

Any purchase or sale of Eventbrite Class A common stock shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. All purchase and sale prices shall exclude any fees and commissions. The receipt or grant by gift, devise, or operation of law of Eventbrite common stock shall not be deemed an acquisition or sale of Eventbrite common stock for the calculation of a claimant’s Recognized Claim nor shall it be deemed an assignment of any claim relating to the acquisition of such share unless specifically provided in the instrument of gift or assignment. The receipt of Eventbrite common stock in exchange for securities of any corporation or entity shall not be deemed an acquisition of Eventbrite common stock.

<sup>2</sup> Class Action Complaint filed on May 24, 2019

The total of all profits shall be subtracted from the total of all losses from transactions during the relevant period to determine if a Class Member has a Recognized Claim. Only if a Class Member had a net market loss, after all profits from transactions in Eventbrite common stock during the relevant period are subtracted from all losses, will such Class Member be eligible to receive a distribution from the Net Settlement Fund.

If an Authorized Claimant has an overall market gain, the Recognized Claim for that Authorized Claimant will be \$0.00. If an Authorized Claimant has an overall market loss, that Authorized Claimant's Recognized Claim will be limited to the amount of overall market loss. The Claims Administrator shall allocate to each Authorized Claimant a *pro rata* share of the Net Settlement Fund based on his, her, or its Recognized Claim as compared to the total Recognized Claims of all Authorized Claimants. No distribution shall be made to Authorized Claimants who would otherwise receive a distribution of less than \$10.00.

Distributions will be made to Authorized Claimants after all claims have been processed, after the Court has finally approved the Settlement, and after any appeals are resolved. If there is any balance remaining in the Net Settlement Fund after at least six (6) months from the initial date of distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, or otherwise), the Claims Administrator shall, if feasible, reallocate such balance among Authorized Claimants in an equitable and economic fashion. These redistributions shall be repeated until the balance remaining in the Net Settlement Fund is no longer economically feasible to distribute to Class Members. Thereafter, subject to distribution to state entities, as required by California Code of Civil Procedure § 384(b)(3), any balance that still remains in the Net Settlement Fund shall be donated to the Legal Aid Society of San Mateo County.

Please contact the Claims Administrator or Class Counsel if you disagree with any determinations made by the Claims Administrator regarding your Proof of Claim. If you are dissatisfied with the determinations, you may ask Class Counsel to request that the Court, which retains jurisdiction over all Class Members and the claims administration process, decide the issue.

The Court has reserved jurisdiction to allow, disallow, or adjust the claim of any Class Member on equitable grounds.

Payment pursuant to the Plan of Allocation set forth above shall be conclusive against all Authorized Claimants. No Person shall have any claim against Plaintiffs, Plaintiffs' Counsel, Claims Administrator, any other Person designated by Plaintiffs' Counsel or the Claims Administrator, or any of the Released Parties based on the distributions made substantially in accordance with the Stipulation and the Settlement contained therein, the Plan of Allocation, or further orders of the Court. All Class Members who fail to complete and submit a valid and timely Proof of Claim shall be barred from participating in distributions from the Net Settlement Fund (unless otherwise ordered by the Court), but otherwise shall be bound by all of the terms of the Stipulation, including the terms of any judgment entered and the releases given.

### **DO I NEED TO CONTACT PLAINTIFFS' COUNSEL IN ORDER TO PARTICIPATE IN DISTRIBUTION OF THE SETTLEMENT FUND?**

No. If you have received this Notice and timely submit your Proof of Claim to the designated address, you need not contact Plaintiffs' Counsel. If your address changes, please contact the Claims Administrator at:

*Eventbrite, Inc. Securities Litigation Settlement*  
PO Box 6399  
Portland, OR 97228-6399  
Telephone: 855-535-1845  
[www.EventbriteClassAction.com](http://www.EventbriteClassAction.com)

### **THERE WILL BE NO PAYMENTS IF THE STIPULATION IS TERMINATED**

The Stipulation may be terminated under several circumstances outlined in it. If the Stipulation is terminated, the Action will proceed as if the Stipulation had not been entered into.

### **WHAT ARE THE REASONS FOR SETTLEMENT?**

The Settlement was only reached after highly-contested motion practice directed to Plaintiffs' claims and Defendants' defenses and following extensive document discovery. The Court has not reached any final decisions in connection with Plaintiffs' claims or Defendants' defenses. Instead, Plaintiffs and Defendants have agreed to this Settlement, which was reached with the substantial assistance of Robert A. Meyer, Esq. of JAMS, a highly respected mediator with extensive experience in the mediation of complex class actions. In reaching the Settlement, the Parties have avoided the cost, delay, and uncertainty of further litigation, as detailed below.

### **Notice of Proposed Settlement of Class Action**

As in any litigation, Plaintiffs and the proposed Class would face an uncertain outcome if they did not agree to the Settlement. The Parties expected that the case could continue for a lengthy period of time and that even if Plaintiffs succeeded, Defendants would file appeals that would postpone final resolution of the case. Continuation of the Action against Defendants could also result in no recovery at all or a judgment that is less than the amount of the Settlement. Conversely, with regards to Defendants, continuing the case could result in a judgment in an amount greater than this Settlement. Accordingly, both Plaintiffs and Defendants have determined that Settlement on the terms set forth in the Stipulation was in their best interests in light of the facts and procedural posture of the Action and the uncertainty of continued litigation.

Plaintiffs and Plaintiffs' Counsel believe that the proposed Settlement is fair and reasonable to the members of the Class and is in the best interests of the Class. They have reached this conclusion for several reasons. Specifically, if the Settlement is approved, the Class will receive a certain and immediate monetary recovery. Additionally, Plaintiffs' Counsel believe that the significant and immediate benefits of the Settlement, when weighed against the significant risk, delay, and uncertainty of continued litigation, are an extremely favorable result for the Class.

### **WHO REPRESENTS THE CLASS?**

The following attorneys are counsel for the Class:

Mark C. Molumphy  
Tyson Redenbarger  
Elle Lewis  
COTCHETT, PITRE & MCCARTHY LLP  
840 Malcolm Road, Suite 200  
Burlingame, California 94010  
Telephone: (650) 697-6000  
Facsimile: (650) 697-0577

Francis A. Bottini, Jr.  
Yury A. Kolesnikov  
BOTTINI & BOTTINI, INC.  
7817 Ivanhoe Avenue, Suite 102  
La Jolla, CA 92037  
Telephone: (858) 914-2001  
Facsimile: (858) 914-2002

If you have any questions about the Action, or the Settlement, you may consult with Class Counsel by contacting counsel at the phone numbers listed above.

You may obtain a copy of the Stipulation by contacting the Claims Administrator at:

*Eventbrite, Inc. Securities Litigation Settlement*  
PO Box 6399  
Portland, OR 97228-6399  
Telephone: 855-535-1845  
[www.EventbriteClassAction.com](http://www.EventbriteClassAction.com)

### **HOW WILL THE PLAINTIFFS' LAWYERS BE PAID?**

Class Counsel will file a motion for an award of attorneys' fees and expenses ("Fee and Expense Award") on behalf of all Plaintiffs' Counsel that will be considered at the Settlement Fairness Hearing. Class Counsel will apply for an attorneys' fee award for Plaintiffs' Counsel in the amount of up to 33-1/3% of the Settlement Fund, plus payment of Plaintiffs' Counsel's reasonable expenses incurred in connection with the prosecution of this Action in an amount not to exceed \$200,000.00. In addition, Plaintiffs Ms. Clemons and Ms. Cotte may seek a payment of up to \$5,000 each for their efforts in representing the Class. Such sums as may be approved by the Court will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses.

The attorneys' fees and expenses requested will be the only payment to Plaintiffs' Counsel for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis. The fees requested will compensate Plaintiffs' Counsel for their work in achieving the Settlement. The Court will decide what constitutes a reasonable fee award and may award less than the amount requested by Plaintiffs' Counsel.

### **CAN I EXCLUDE (OPT OUT) MYSELF FROM THE SETTLEMENT?**

Yes. If you want to keep the right to sue or continue to sue Defendants on your own about the legal issues in this case, then you must take steps to get out of the Class. This is called excluding yourself from, or "opting out" of, the Class. If you are requesting exclusion because you want to bring your own lawsuit based on the matters alleged in this Action, you may want to consult an attorney and discuss whether any individual claim that you may wish to pursue would be time-barred by the applicable statutes of limitation or repose. Additionally, certain Class Members may also be members of the putative class in a pending class action entitled *In re Eventbrite Inc. Securities Litigation*, Master File No. 5:19-cv-02019-EJD, pending in the U.S. District Court for the Northern District of California ("Federal Action"), and may want to consult an attorney regarding their rights with respect thereto given that the Settlement is intended by the Parties to release all claims of the putative class members in the Federal Action.

### **Notice of Proposed Settlement of Class Action**



To exclude yourself from the Class, you must send a signed letter by mail saying that you want to be excluded from the Class in the following Action: In re Eventbrite, Inc. Shareholder Litigation, Lead Case No. 19CIV02798 (Cal. Super. Ct., Cnty. of San Mateo). Be sure to include your name, address, telephone number, and the number of shares of Eventbrite common stock that you acquired during the Class Period, the prices at which you acquired such shares, and, if you sold any of such shares, the number of shares sold and the sale prices. Your exclusion request must be **postmarked no later than January 25, 2022**, and sent to the Claims Administrator at:

*Eventbrite, Inc. Securities Litigation Settlement*  
EXCLUSIONS  
PO Box 6399  
Portland, OR 97228-6399  
Telephone: 855-535-1845  
www.EventbriteClassAction.com

You cannot exclude yourself by phone or by e-mail. If you make a proper request for exclusion, you will not receive a settlement payment, and you cannot object to the Settlement. If you make a proper request for exclusion, you will not be legally bound by anything that happens in this lawsuit.

### **CAN I OBJECT TO THE SETTLEMENT?**

Yes. If you are a Class Member, you may object to any or all of the following: the terms of the Settlement, the Fee and Expense Award, Plaintiffs' request for payment of service awards for representing the Class, and/or the Plan of Allocation. In order for any objection to be considered, you must file a written statement, accompanied by proof of Class membership, with the Court and send a copy to Plaintiffs' Counsel and Defendants' Counsel by **January 25, 2022**.

The Court's address is Superior Court of San Mateo, 400 County Center, Redwood City, CA 94063; Class Counsel's address is Cotchett, Pitre & McCarthy LLP, 840 Malcolm Road, Suite 200, Burlingame, CA 94010, c/o Mark C. Molumphy; and Bottini & Bottini, Inc., 7817 Ivanhoe Avenue, Suite 102, La Jolla, CA 92037, c/o Yury A. Kolesnikov; Defendants' Counsel's address is Cooley LLP, 3175 Hanover Street Palo Alto, CA 94304, c/o Patrick E. Gibbs.

Attendance at the Settlement Fairness Hearing is not necessary; however, persons wishing to be heard orally at the Settlement Fairness Hearing are required to indicate in their written objection their intention to appear at the hearing and identify any witnesses they may call to testify and exhibits, if any, they intend to introduce into evidence.

### **WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING MYSELF FROM THE SETTLEMENT?**

Objecting is telling the Court that you do not like something about the proposed Settlement, the Plan of Allocation, Plaintiffs' Counsel's request for the Fee and Expense Award, and/or Plaintiffs' request for payment of service awards for representing the Class. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object to the Settlement because the Settlement no longer applies to you.

### **WHAT ARE MY RIGHTS AND OBLIGATIONS UNDER THE SETTLEMENT?**

If you are a Class Member and you do not exclude yourself from the Class, you may receive the benefit of, but in all circumstances you will be bound by, the terms of the Settlement described in this Notice, upon approval by the Court.

### **HOW CAN I GET A PAYMENT?**

In order to qualify for a payment, you must timely complete and return the Proof of Claim that accompanies this Notice. A Proof of Claim is enclosed with this Notice and also may be downloaded at [www.EventbriteClassAction.com](http://www.EventbriteClassAction.com). Read the instructions carefully; fill out the Proof of Claim; sign it; and mail or submit it online so that it is **postmarked (if mailed) or received (if submitted online) no later than February 24, 2022**. The Proof of Claim may be submitted online at [www.EventbriteClassAction.com](http://www.EventbriteClassAction.com). If you do not submit a timely Proof of Claim with all of the required information, you will not receive a payment from the Settlement Fund; however, unless you expressly exclude yourself from the Class as described above, you will still be bound in all other respects by the Settlement, the Judgment, and the releases contained in them.

## **Notice of Proposed Settlement of Class Action**

## WHAT CLAIMS WILL BE RELEASED BY THE SETTLEMENT?

If the Settlement is approved by the Court, the Court will enter a Judgment. If the Judgment becomes Final pursuant to the terms of the Stipulation, all Class Members shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged any and all of the Released Parties from all Released Claims.

“Released Claims” means any and all rights, liabilities, suits, debts, obligations, demands, damages, losses, judgment matters, issues, claims (including “Unknown Claims” as defined in the Stipulation), and causes of action of every nature and description whatsoever that have been or could have been asserted in the Action or the Federal Action or could in the future be asserted in any forum, whether known or unknown, whether foreign or domestic, whether arising under federal, state, common, or foreign law, by Plaintiffs, any Class Member, or their Related Parties, whether individual, class, representative, on behalf of others, legal, equitable, regulatory, governmental, or of any other type or in any other capacity, whether brought directly or indirectly against any of the Defendants, that (i) arise out of, are based upon, or relate to in any way to any of the allegations, acts, transactions, facts, events, matters, occurrences, representations, or omissions which were or could have been alleged in the Action or the Federal Action, and (ii) arise out of, are based upon, or relate to in any way to the purchase, acquisition, holding, sale, or disposition of Eventbrite Class A common stock between September 20, 2018 and May 24, 2019, inclusive. Notwithstanding the foregoing, “Released Claims” do not include any derivative or ERISA claims. “Released Claims” also do not include any claims to enforce the Stipulation or any claims by Defendants for insurance coverage.

**THE ABOVE DESCRIPTION OF THE PROPOSED SETTLEMENT AND RELEASES IS ONLY A SUMMARY.** The complete terms, including the definitions of “Released Parties” and “Unknown Claims” as used in the preceding paragraph, are set forth in the Stipulation (including its exhibits), which may be obtained at [www.EventbriteClassAction.com](http://www.EventbriteClassAction.com) or by contacting Class Counsel or the Claims Administrator as described on Page 5 above.

## THE SETTLEMENT FAIRNESS HEARING

The Court will hold a Settlement Fairness Hearing on March 18, 2022, at 2:00 p.m., before the Honorable Robert D. Foiles at the Superior Court of California, County of San Mateo, Department 21, 400 County Center, Redwood City, CA 94063, for the purpose of determining whether: (1) the Settlement as set forth in the Stipulation should be approved by the Court as fair, reasonable, and adequate; (2) Judgment as provided under the Stipulation should be entered; (3) to award Plaintiffs’ Counsel the Fee and Expense Award out of the Settlement Fund and, if so, in what amount; (4) to pay Plaintiffs service awards for their efforts in representing the Class out of the Settlement Fund and, if so, in what amount; and (5) the Plan of Allocation should be approved by the Court. The Court may adjourn or continue the Settlement Fairness Hearing without further notice to members of the Class.

Any Class Member may appear at the Settlement Fairness Hearing and be heard on any of the foregoing matters; provided, however, that the Court may decline to hear any Class Member who has failed to submit a timely written objection as provided above on Page 6.

Unless otherwise directed by the Court, any Class Member who does not make his, her, or its objection in the manner provided herein shall be deemed to have waived all objections to the Settlement and shall be foreclosed from raising (in this or any other proceeding or on any appeal) any objection and any untimely objection shall be barred.

You may (but are not required to) hire an attorney at your own expense to represent you for purposes of objecting. If you do, your attorney must serve a notice of appearance on counsel and file it with the Court, at the addresses listed on Page 8, by no later than **January 25, 2022**.

## INJUNCTION

The Court has issued an order enjoining all Class Members from instituting, commencing, maintaining, or prosecuting any action in any court or tribunal that asserts Released Claims against any Released Party, pending final determination by the Court of whether the Settlement should be approved.

## HOW DO I OBTAIN ADDITIONAL INFORMATION?

This Notice contains only a summary of the terms of the proposed Settlement. The records in this Action may be examined and copied at any time during regular office hours, and subject to customary copying fees, at the Clerk of the Superior Court of California, County of San Mateo. In addition, all of the Settlement documents, including the Stipulation, this Notice, and the Proof of Claim may be obtained by contacting the Claims Administrator at:

*Eventbrite, Inc. Securities Litigation Settlement*  
PO Box 6399  
Portland, OR 97228-6399  
E-mail: info@EventbriteClassAction.com  
Telephone: 855-535-1845  
www.EventbriteClassAction.com

In addition, you may contact Plaintiffs' Counsel, whose information is listed above on Page 5, if you have any questions about the Action or the Settlement.

**SPECIAL NOTICE TO BANKS, BROKERS, AND OTHER NOMINEES**

If you hold any Eventbrite Class A common stock acquired during the Class Period as a nominee for a beneficial owner, then, within fourteen (14) business days after you receive this Notice, you must either: (1) send a copy of this Notice by First-Class Mail to all such Persons; or (2) provide a list of the names and addresses of such Persons to the Claims Administrator at:

*Eventbrite, Inc. Securities Litigation Settlement*  
PO Box 6399  
Portland, OR 97228-6399  
E-mail: info@EventbriteClassAction.com  
Telephone: 855-535-1845  
www.EventbriteClassAction.com

If you choose to mail the Notice and Proof of Claim yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing.

Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for or advancement of reasonable administrative costs actually incurred or expected to be incurred in connection with forwarding the Notice and which would not have been incurred but for the obligation to forward the Notice, upon submission of appropriate documentation to the Claims Administrator.

**DO NOT WRITE TO OR TELEPHONE THE COURT FOR INFORMATION.**

DATED: November 5, 2021

BY ORDER OF THE SUPERIOR COURT OF  
CALIFORNIA, COUNTY OF SAN MATEO