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12 *Class Counsel for Plaintiffs*

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF SAN MATEO**

15 IN RE EVENTBRITE, INC.
SHAREHOLDER LITIGATION

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

16)
) Class Action

17 This Document Relates To;

18 ALL ACTIONS.

) [Proposed] Order Preliminarily Approving
) Settlement and Providing for Notice

19)
20)
) Date Action Filed: May 24, 2019
21)

FILED
SAN MATEO COUNTY

NOV 05 2021

Clerk of the Superior Court

By 
DEPUTY CLERK

RECEIVED

OCT 28 2021

CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

1 WHEREAS, on October 26, 2021, the Parties to the above-entitled action (“Action”) entered
2 into a Stipulation and Agreement of Settlement (“Stipulation” or “Settlement”),¹ which is subject to
3 review by this Court and which, together with the exhibits thereto, sets forth the terms and conditions
4 for the Settlement of the claims alleged in the Action; and the Court having read and considered the
5 Stipulation and the accompanying documents; and the Parties to the Stipulation having consented to
6 the entry of this Preliminary Approval Order (“Order”);

7 NOW, THEREFORE, IT IS HEREBY ORDERED, this 5th day of Nov, 2021, that:

8 1. The Court preliminarily finds that:

9 (a) the Settlement resulted from informed, extensive arm’s-length negotiations,
10 including mediation among Plaintiffs and Defendants under the direction of a very experienced
11 mediator, Robert A. Meyer Esq. of JAMS; and

12 (b) the Settlement is sufficiently fair, reasonable, and adequate to warrant
13 providing notice of the Settlement to the Class.

14 2. A Settlement Fairness Hearing is hereby scheduled to be held on March 18, 2021
15 at ~~1:30~~^{2:00} p.m., before the Hon. Robert D. Foiles, Dept. 21, Superior Court of the State of California,
16 County of San Mateo, 400 County Center, Redwood City, CA 94063, for the following purposes:

17 (a) to determine whether the proposed Settlement is fair, reasonable, and adequate,
18 and should be approved by the Court;

19 (b) to determine whether the Judgment as provided under the Stipulation should
20 be entered;

21 (c) to determine whether the proposed Plan of Allocation should be approved by
22 the Court as fair, reasonable, and adequate;

23 (d) to consider Class Counsel’s application for an award of attorneys’ fees and
24 expenses;

25 (e) to consider Plaintiffs’ request for payment of service awards for their efforts in
26 prosecuting this Action on behalf of the Class; and

27
28 ¹ All capitalized terms used herein have the meanings as defined in the Stipulation.

1 (f) to rule upon such other matters as the Court may deem appropriate.

2 3. The Court reserves the right to approve the Settlement with or without modification
3 and with or without further notice to the Class and may adjourn the Settlement Fairness Hearing
4 without further notice to the Class. The Court reserves the right to enter the Judgment approving the
5 Stipulation regardless of whether it has approved the Plan of Allocation, Class Counsel's request for
6 a Fee and Expense Award, and Plaintiffs' request for payment for their representation of the Class.

7 4. The Court approves the form, substance, and requirements of the Notice of Proposed
8 Settlement of Class Action ("Notice"), the Proof of Claim and Release ("Proof of Claim"), and the
9 Summary Notice of Proposed Settlement of Class Action ("Summary Notice"), annexed hereto as
10 Exhibits A-1, A-2, and A-3, respectively.

11 5. The Court approves the appointment of Epiq Global as the Claims Administrator to
12 supervise and administer the notice procedure in connection with the proposed Settlement as well as
13 the processing of Proofs of Claim as more fully set forth below.

14 6. The Claims Administrator shall cause the Notice and the Proof of Claim, substantially
15 in the forms annexed hereto, to be mailed, by first-class mail, postage prepaid, within twenty-one (21)
16 calendar days of this Order ("Notice Date") to all Class Members who can be identified with
17 reasonable effort.

18 (a) The Claims Administrator shall use reasonable efforts to give notice to
19 nominee purchasers such as brokerage firms and other persons or entities who acquired Eventbrite
20 Class A common stock between September 20, 2018, and May 24, 2019, inclusive, as record owners
21 but not as beneficial owners. Such nominee purchasers are directed, within fourteen (14) business
22 days of their receipt of the Notice, to either forward copies of the Notice and Proof of Claim to their
23 beneficial owners or to provide the Claims Administrator with lists of the names and addresses of the
24 beneficial owners, and the Claims Administrator is ordered to send the Notice and Proof of Claim
25 promptly to such identified beneficial owners.

26 (b) Nominee purchasers who elect to send the Notice and Proof of Claim to their
27 beneficial owners shall send a statement to the Claims Administrator confirming that the mailing was
28 made as directed. Additional copies of the Notice shall be made available to any record holder

1 requesting such for the purpose of distribution to beneficial owners, and such record holders shall be
2 reimbursed from the Settlement Fund, upon receipt by the Claims Administrator of proper
3 documentation, for the reasonable expense of sending the Notice and Proof of Claim to beneficial
4 owners.

5 7. The Claims Administrator shall cause the Summary Notice to be published once in the
6 national edition of *The Wall Street Journal*, and once over a national newswire service, within ten
7 (10) calendar days after the mailing of the Notice.

8 8. Within fourteen (14) calendar days of the Notice Date, the Claims Administrator shall
9 post the Stipulation, Notice, and Proof of Claim on the www.eventbriteclassaction.com website.

10 9. Within two (2) business days of filing, the Claims Administrator shall post all papers
11 in support of final approval of the Settlement, the Plan of Allocation, and request for a Fee and
12 Expense Award and service awards to Plaintiffs on www.eventbriteclassaction.com.

13 10. Class Counsel shall, at least seven (7) calendar days before the Settlement Fairness
14 Hearing, file with the Court and serve on the Parties proof of mailing of the Notice and Proof of Claim
15 and proof of publication of the Summary Notice.

16 11. The form and content of the Notice and the Summary Notice, and the method set forth
17 herein of notifying the Class of the Settlement and its terms and conditions, meet the requirements of
18 California law and due process, constitute the best notice practicable under the circumstances, and
19 shall constitute due and sufficient notice to all persons and entities entitled thereto.

20 12. In order to be entitled to participate in the Net Settlement Fund, in the event the
21 Settlement is consummated in accordance with its terms set forth in the Stipulation, each Class
22 Member shall take the following actions and be subject to the following conditions:

23 (a) Within ninety (90) calendar days after such time as set by the Court for the
24 Claims Administrator to mail the Notice to the Class, each Person claiming to be an Authorized
25 Claimant shall be required to submit to the Claims Administrator a completed Proof of Claim,
26 substantially in a form contained in Exhibit A-2 attached hereto and as approved by the Court, signed
27 under penalty of perjury and supported by such documents as are specified in the Proof of Claim and
28 as are reasonably available to the Authorized Claimant.

1 (b) Except as otherwise ordered by the Court, all Class Members who fail to timely
2 submit a Proof of Claim within such period, or such other period as may be ordered by the Court,
3 shall be forever barred from receiving any payments pursuant to the Stipulation and the Settlement
4 set forth therein, but will in all other respects be subject to and bound by the provisions of the
5 Stipulation, the releases contained therein, and the Final Judgment. Notwithstanding the foregoing,
6 Class Counsel may, in their discretion, accept for processing late submitted claims so long as the
7 distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed. No Person
8 shall have any claim against Plaintiffs, Class Counsel, the Released Parties, Defendants' Counsel, or
9 the Claims Administrator by reason of the decision to exercise such discretion with regard to
10 acceptance of late-submitted claims.

11 (c) As part of the Proof of Claim, each Class Member shall submit to the
12 jurisdiction of the Court with respect to the claim submitted, and shall (subject to the effectuation of
13 the Settlement) release all Released Claims as provided in the Stipulation.

14 13. Class Members shall be bound by all determinations and judgments in this Action,
15 whether favorable or unfavorable, unless they request exclusion from the Class in a timely and proper
16 manner, as hereinafter provided. A Class Member wishing to make such request shall, no later than
17 sixty (60) calendar days after the Notice Date, mail a Request for Exclusion in written form by first-
18 class mail postmarked to the address designated in the Notice. Such Request for Exclusion shall
19 clearly indicate the name, address, and telephone number of the person seeking exclusion, that the
20 sender requests to be excluded from the Class, and must be signed by such person. Such persons
21 requesting exclusion are also directed to state the date(s), price(s), and number of shares of Eventbrite
22 Class A common stock they acquired between September 20, 2018, and May 24, 2019, inclusive, as
23 well as the date(s), price(s), and number of any such shares that were sold. The Request for Exclusion
24 shall not be effective unless it is made in writing, postmarked within the time stated above, and is
25 accepted by the Court. Class Members requesting exclusion from the Class shall not be entitled to
26 receive any payment out of the Net Settlement Fund as described in the Stipulation and Notice.

27 14. The Court will consider objections to the Settlement, the Plan of Allocation, the
28 payment of service awards to Plaintiffs, and/or the Fee and Expense Award at the Settlement Fairness

1 Hearing. Any person wanting to object must do so in writing and may also appear at the Settlement
2 Fairness Hearing.

3 (a) To the extent any person wants to object in writing, such objections and any
4 supporting papers, accompanied by proof of Class membership, shall be filed with the Clerk of the
5 Court, Superior Court of the State of California, County of San Mateo, 400 County Center, Redwood
6 City, CA 94063, and copies of all such papers served no later than sixty (60) calendar days after the
7 Notice Date to each of the following: Mark C. Molumphy, Cotchett, Pitre & McCarthy LLP, 840
8 Malcolm Road, Suite 200, Burlingame, CA 94010; and Yury A. Kolesnikov, Bottini & Bottini, Inc.,
9 7817 Ivanhoe Avenue, Suite 102, La Jolla, CA 92037, on behalf of the Plaintiffs and the Class; and
10 Patrick E. Gibbs, Cooley LLP, 3175 Hanover Street, Palo Alto, CA 94304, on behalf of the
11 Defendants.

12 (b) Persons who intend to object in writing to the Settlement, the Plan of
13 Allocation, the request for the Fee and Expense Award, and/or Plaintiffs' request for payment of
14 service awards for representing the Class and desire to present evidence at the Settlement Fairness
15 Hearing must include in their written objections copies of any exhibits they intend to introduce into
16 evidence at the Settlement Fairness Hearing.

17 (c) If an objector hires an attorney to represent him, her, or it for the purposes of
18 making an objection, the attorney must both effect service of a notice of appearance on counsel listed
19 above and file it with the Court by no later than sixty (60) calendar days after the Notice Date. A
20 Class Member who files a written objection does not have to appear at the Settlement Fairness
21 Hearing for the Court to consider his, her, or its objection. Any member of the Class who does not
22 make his, her, or its objection in the manner provided shall be deemed to have waived such objection
23 and shall forever be foreclosed from making any objection to the fairness or adequacy of the
24 Settlement set forth in the Stipulation, to the Plan of Allocation, and to the Fee and Expense Award
25 and Plaintiffs' request for payment of service awards, unless otherwise ordered by the Court.

26 15. All papers in support of the Settlement, the Plan of Allocation, and any application by
27 Plaintiffs' Counsel for the Fee and Expense Award and payment to Plaintiffs of service awards shall
28 be filed fourteen (14) calendar days prior to the deadline in paragraph 14 for objections to be filed.

1 All reply papers shall be filed and served at least seven (7) calendar days prior to the Settlement
2 Fairness Hearing.

3 16. All funds held by the Escrow Agent shall be deemed and considered to be in *custodia*
4 *legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such
5 funds shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

6 17. The passage of title and ownership of the Settlement Fund to the Escrow Agent in
7 accordance with the terms and obligations of the Stipulation is approved.

8 18. Defendants' Counsel and Plaintiffs' Counsel shall promptly furnish each other with
9 copies of any and all objections that come into their possession.

10 19. Pending final determination of whether the Settlement should be approved, the
11 Plaintiffs, all Class Members, and each of them, and anyone who acts or purports to act on their
12 behalf, shall not institute, commence, maintain, or prosecute, and are hereby barred and enjoined from
13 instituting, commencing, maintaining, or prosecuting, any action, including the pending Federal
14 Action, directly or indirectly, in any court or tribunal that asserts Released Claims against any of the
15 Released Parties.

16 20. All reasonable expenses incurred in identifying and notifying Class Members, as well
17 as administering the Settlement Fund, shall be paid as set forth in the Stipulation and herein. In the
18 event the Settlement is not approved by the Court, or otherwise fails to become effective, neither
19 Plaintiffs nor Plaintiffs' Counsel shall have any obligation to repay any amounts actually and properly
20 disbursed from the Settlement Fund, except as provided for in the Stipulation.

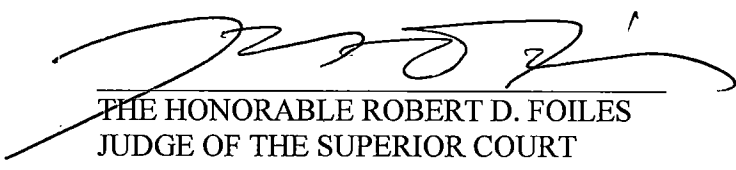
21 21. If any specified condition to the Settlement set forth in the Stipulation is not satisfied
22 and Plaintiffs or Defendants elect to terminate the Settlement, then, in any such event, the Stipulation,
23 including any amendment(s) thereof, shall be null and void and of no further force or effect (except
24 to the extent otherwise expressly provided in the Stipulation), without prejudice to any Party, and
25 may not be introduced as evidence or referred to in this Action, or any action or proceeding by any
26 person or entity for any purpose, and each Party shall be restored to his, her, or its respective position
27 as it existed on September 13, 2021.

28

1 22. The Court may adjourn or continue the Settlement Fairness Hearing without further
2 written notice:

3 23. The Court retains exclusive jurisdiction over the Action to consider all further matters
4 arising out of or connected with the Settlement. The Court may approve the Settlement, with such
5 modifications as may be agreed by the Parties, if appropriate, without further notice to the Class.

6 DATED: 11/5/2021


THE HONORABLE ROBERT D. FOILES
JUDGE OF THE SUPERIOR COURT

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