



This Notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truthfulness of the allegations in the Litigation as to SXSU or the merits of the claims or defenses asserted by or against SXSU. This Notice is solely to advise you of the proposed Settlement of the Litigation and of your rights in connection therewith.

### YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<b>CLAIM FORM DEADLINE</b>	Claim forms must be submitted and received no later than <b>December 20, 2021</b> .
<b>DEFERRAL CLASS PAYMENT DEADLINE</b>	SXSU will issue a payment of \$30.00 to each member of the Deferral Class (defined below) within 60 days of the Effective Date (defined below).
<b>DEFERRAL DEADLINE</b>	Members of the Deferral Class may change their currently selected deferral year to either 2022, 2023, or 2024, but must give notice of such change no later than January 15 of their currently selected deferral year.
<b>NON-DEFERRAL CLASS ELECTION DEADLINE</b>	Members of the Non-Deferral Class (defined below) have until <b>December 20, 2021</b> , to notify SXSU whether they choose to remain in the Non-Deferral Class or join the Deferral Class by submitting a Claim Form.
<b>NON-DEFERRAL CLASS PAYMENT DEADLINE</b>	SXSU will issue to members of the Non-Deferral Class (defined below) a refund of 40% of the total amount they paid to SXSU for Credential(s) within 60 days of the Effective Date (defined below).
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION</b>	Remove yourself from the Class and get no payment. This is the only option that <i>potentially</i> allows you to ever be part of any other lawsuit against SXSU about the legal claims being resolved by this Settlement. Should you elect to exclude yourself from the Class, you should understand that SXSU will have the right to assert any and all defenses they may have to any claims that you may seek to assert, including, without limitation, the defense that any such claims are untimely under applicable statutes of limitations and statutes of repose. <b>Exclusions must be in writing and postmarked on or before December 20, 2021.</b>
<b>OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION</b>	Write to the Court about why you do not like the Settlement, the Plan for Benefit Distribution (defined below), and/or the request for attorneys' fees and expenses. You will still be a Member of the Class. <b>Objections must be in writing and postmarked on or before December 20, 2021.</b>

<b>GO TO THE HEARING ON FEBRUARY 18, 2022, AND FILE A NOTICE OF INTENTION TO APPEAR</b>	Ask to speak in Court about the fairness of the Settlement. <b>Requests to speak must be in writing and postmarked on or before December 20, 2021. If you submit a written objection, you may (but you do not have to) attend the hearing.</b>
<b>DO NOTHING</b>	You will be a Member of the Class, which means that you give up your right to ever be part of any other lawsuit against SXSX about the legal claims being resolved by this Settlement and you will be bound by any judgments or orders entered by the Court in the Litigation.

**SUMMARY OF THIS NOTICE**

**Description of the Litigation and the Class**

This Notice relates to a proposed settlement of claims in a pending class action brought by the Class Representatives alleging, among other things, that SXSX improperly withheld monies paid by Plaintiffs and the Class for wristbands, tickets, passes, and badges (“Credentials”) to the 2020 South by Southwest Conference and Festivals, including tickets to attend the BBQ Crash Course and/or Taco Meet Up, after the City of Austin cancelled the event due to the COVID-19 pandemic, and asserting claims: (a) that SXSX breached its contracts with Plaintiffs and the Class; (b) for conversion; and (c) for unjust enrichment. A more detailed description of the Litigation is set forth below. The proposed Settlement, if approved by the Court, will settle claims of the Class, as defined below.

**Statement of Class Recovery**

Pursuant to the Settlement described in this Notice, the benefits to the Class Members are as follows:

*The Class*

The Court directed that everyone who fits this description is a Class Member: all persons, wherever located, who purchased Credentials for the 2020 South by Southwest Conference and Festivals in Austin, Texas, pursuant to the PCT&C (the “Credential(s)”) The Class includes both the Deferral Class and the Non-Deferral Class.

Excluded from the Class are: all claims for death, personal injury, property damage, and subrogation. Also excluded from the Class are all purchasers of Credentials who pursued and won a chargeback through their credit card company and received a refund of their payments to SXSX for such Credentials; businesses or government agencies that obtained Credentials from SXSX’s Sales, Special Projects, and/or Sponsorship departments as part of their purchase of exhibition, marketing, trade and/or sponsorship packages; SXSX; any affiliate, parent, or subsidiary of SXSX; any entity in which SXSX has a controlling interest; any officer, director, or employee of

SXSW; any successor or assign of SXSW; any judge to whom this Action<sup>1</sup> is assigned, his or her spouse, and all persons within the third degree of relationship to either of them, as well as the spouses of such persons.

*The Deferral Class*

The Deferral Class are Members of the Class who accepted SXSW's offer to defer their Credential(s) purchased to attend the 2020 South by Southwest Conference & Festivals ("the Deferral Offer").

*The Non-Deferral Class*

The Non-Deferral Class are Members of the Class who did not accept the Deferral Offer.

*Benefits to the Deferral Class*

Within sixty (60) days following the Effective Date<sup>2</sup>, SXSW will issue a payment of \$30.00 to each member of the Deferral Class (the "Deferral Class Payments") per Credential purchased. Members of the Deferral Class will also have a right to change their currently selected deferral year to either 2022, 2023, or 2024, but must give notice of such change no later than January 15 of the year of their currently selected deferral year. Members of the Deferral Class will also have the right to purchase one additional credential per Credential purchased, of the same type as their 2020 Credential, at 50% off the walk-up rate, to attend in person the 2022, 2023, or 2024 festival for a year other than the year to which they deferred their original Credential.

Within sixty (60) days following the Effective Date, SXSW also will e-mail the Deferral Class Members instructions on how to change their deferral date, if they choose, and how to redeem their 50% discount.

Although SXSW has informed wristband purchasers that their wristbands were automatically deferred to 2022, for purposes of this Settlement wristband purchasers are considered members of the Non-Deferral Class entitled to receive the Benefits to the Non-Deferral Class.

*Benefits to the Non-Deferral Class*

Members of the Non-Deferral Class who have not effectively elected to be excluded from the Settlement may choose either to (a) receive a refund of 40% of the total amount they paid to SXSW for Credential(s) (the "Non-Deferral Class Payments"); or (b) join the Deferral Class and obtain the benefits to the Deferral Class described above.

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<sup>1</sup> "Action" refers to all claims that were, or could have been, alleged on a class-wide basis in the Lawsuit, *Bromley et al. v. SXSW, LLC et al.*, No. 1:20-cv-439 (W.D. Tex.).

<sup>2</sup> The "Effective Date" means the first business day after the Court enters an order granting final approval Settlement and entering judgment, and all appellate rights with respect to said order, other than those related to any award of attorneys' fees and costs, or incentive service payments, have expired or been exhausted in such a manner that the order becomes final.

Members of the Non-Deferral Class will have until thirty (30) days after the Effective Date to notify SXSXW whether they choose to remain in the Non-Deferral Class or join the Deferral Class by submitting a Claim Form.

*Refunds of BBQ Crash Course and Taco Meet Up tickets*

Any person who purchased a ticket to attend the BBQ Crash Course or Taco Meet up events pursuant to the PCT&C will receive a 100% refund of those purchases.

**Statement of Potential Outcome of Case**

Class Representatives and SXSXW (collectively, the “Settling Parties”) disagree on both liability and damages and do not agree on the amount of damages, if any, that would be recoverable if the Class prevailed on the claims alleged. SXSXW denies the Class Representatives’ allegations, denies all liability and culpability, and maintains that it has meritorious defenses. The issues on which the parties disagree are many, but include whether Class Representatives and Class members are bound by SXSXW’s express no-refund policy, whether SXSXW breached its contracts with the Class Representatives and Class members; whether SXSXW converted Class Representatives and Class members’ money, and whether SXSXW was unjustly enriched.

**Statement of Attorneys’ Fees and Expenses Sought**

Class Counsel will apply to the Court for an award of attorneys’ fees of \$400,000 prior to the Fairness Hearing. Since the Litigation’s inception, Class Counsel has expended time and effort in the prosecution of this Litigation on a wholly contingent basis and have advanced the expenses of the Litigation in the expectation that if they were successful in obtaining a recovery for the Class they would be paid from such recovery. In addition, as part of that application, Class Representatives will seek an award in connection with their representation of the Class in an amount not to exceed \$2,000.00 per Class Representative (or \$4,000 total). Any award of attorneys’ fees granted by the Court will **not** reduce the benefits available to Class members in this proposed settlement.

**Further Information**

For further information regarding the Litigation or this Notice, visit the website **[www.sxswsettlement.com](http://www.sxswsettlement.com)**.

You may also contact Class Counsel: Sauder Schelkopf LLC, 1109 Lancaster Ave., Berwyn, PA 19312, (888) 711-9975, <https://www.sauderschelkopf.com/>, Cafferty Clobes Meriwether & Sprengel LLP, 135 S. LaSalle St., Suite 3210, Chicago, IL 60603, (312) 782-4880, [www.caffertyclobes.com](http://www.caffertyclobes.com), and Howry Breen & Herman, LLP, 1900 Pearl Street, Austin, Texas 78705, (512) 474-7300, [www.howrybreen.com](http://www.howrybreen.com).

**Please Do Not Call the Court, SXSXW, or SXSXW’s counsel with Questions about the Settlement.**

## **Reasons for the Settlement**

Class Counsel have investigated the facts and law relating to the Class Representatives' claims and SXSU's defenses and have concluded that a settlement with SXSU is in the best interests of the Class Representatives and the Class. The settlement provides benefits to the Class without further risk or delay inherent in continued litigation. The settlement must be considered against the significant risk that a smaller recovery, or no recovery at all, might be achieved after contested motions, trial, and likely appeals, a process that could last several years.

Despite its denial of any liability or culpability and its belief that it has meritorious defenses to the claims alleged, SXSU agrees to enter into a settlement described herein as a benefit to its customers and to avoid further litigation.

## **BASIC INFORMATION**

### **1. Why did I get this Notice?**

This Notice was sent to you pursuant to an Order of a U.S. Federal Court because you may have purchased Credentials for the 2020 South by Southwest festival in Austin, Texas, pursuant to the PCT&C.

This Notice explains the class action lawsuit, the Settlement, the Class Members' legal rights in connection with the Settlement, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this Litigation is the United States District Court for the Western District of Texas (the "Court"), and the case is known as *Maria Bromley, et al. v. SXSU LLC and SXSU Holdings, Inc.*, Civil Action No. 1:20-CV-439-LY. The case has been assigned to the Honorable Lee Yeakel. The Class Representatives are Maria Bromley and Kleber Pauta.

This Notice does not imply that there has been or would be a finding of a violation of the law or that recovery could be had in any amount if the Litigation were not settled.

### **2. What is this lawsuit about and what has happened?**

This Litigation is currently pending in the United States District Court for the Western District of Texas (the "Court"). The initial complaint in this action was filed on April 24, 2020.

Class Representatives' Complaint (the "Complaint") alleges that SXSU improperly withheld monies paid by Class Representatives and the Class for wristbands, tickets, passes, and badges to the 2020 South by Southwest Conference and Festivals after the City of Austin cancelled the event due to the COVID-19 pandemic, and asserts claims: (a) that SXSU breached its contracts with the Class Representatives and the Class; (b) for conversion; and (c) for unjust enrichment. SXSU denies these allegations and contends, among other things, that its express no-refund policy is legally enforceable, that it did not breach its contracts with the Class Representatives or Class

members, that the City's cancellation of SXSW 2020 made performance impossible, and that it was not unjustly enriched.

SXSW produced extensive informal discovery and Class Counsel and SXSW's counsel met and conferred several times regarding the Class Representatives' allegations, SXSW's defenses, and potential resolution of the Litigation.

Class Counsel, SXSW's counsel, and a SXSW corporate representative engaged in a full-day mediation on December 17, 2020, with the assistance of mediator Dean M. Kilgore, at which time they reached a settlement in principle to resolve all claims that were, or could have been, alleged in the Litigation on a class-wide basis.

### **3. Why is there a settlement?**

The Court has not decided in favor of SXSW or in favor of the Class Representatives. Instead, both sides agreed to the Settlement to avoid the costs and risks of further litigation, and Class Representatives agreed to the Settlement in order to ensure that Class Members will receive compensation.

### **WHO IS IN THE SETTLEMENT?**

To see if you will get money from this Settlement, you first have to decide if you are a Class Member.

### **4. How do I know if I am a Member of the Class?**

The Court directed that everyone who fits this description is a Class Member: All persons, wherever located, who purchased Credentials for the 2020 South by Southwest Conference and Festivals in Austin, Texas, pursuant to the PCT&C. The Class includes both the Deferral Class and the Non-Deferral Class.

Excluded from the Class are: all claims for death, personal injury, property damage, and subrogation. Also excluded from the Class are all purchasers of Credentials who pursued and won a chargeback through their credit card company and received a refund of their payments to SXSW for such Credentials; businesses or government agencies that obtained Credentials from SXSW's Sales, Special Projects, and/or Sponsorship departments as part of their purchase of exhibition, trade, marketing, and/or sponsorship packages; SXSW; any affiliate, parent, or subsidiary of SXSW; any entity in which SXSW has a controlling interest; any officer, director, or employee of SXSW; any successor or assign of SXSW; any judge to whom this Action<sup>3</sup> is assigned, his or her spouse, and all persons within the third degree of relationship to either of them, as well as the spouses of such persons.

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<sup>3</sup> "Action" refers to all claims that were, or could have been, alleged on a class-wide basis in the Lawsuit, *Bromley et al. v. SXSW, LLC et al.*, No. 1:20-cv-439 (W.D. Tex.).

## THE SETTLEMENT BENEFITS – WHAT YOU GET

### 5. What does the Settlement provide?

The Settlement provides that, in exchange for the release of the Released Claims (defined below) and dismissal of the Litigation, SXSU has agreed to provide Class Members who have not submitted an appropriate and timely written request for exclusion the benefits described above. The Plan for Benefit Distribution is described in more detail at the end of this Notice.

### 6. What will the settlement benefits be?

#### Benefits to the Deferral Class

Within sixty (60) days following the Effective Date, SXSU will issue a payment of \$30.00 to each member of the Deferral Class (the “Deferral Class Payments”) per Credential purchased. Members of the Deferral Class will also have a right to change their currently selected deferral year to either 2022, 2023, or 2024, but must give notice of such change no later than January 15 of the year of their currently selected deferral year. Members of the Deferral Class will also have the right to purchase one additional credential per Credential purchased, of the same type as their 2020 Credential, at 50% off the walk-up price at the time of purchase, to attend the 2022, 2023, or 2024 festival in person for a year other than the year to which they deferred their Credential.

Within sixty (60) days following the Effective Date, SXSU also will e-mail the Deferral Class Members instructions on how to change their deferral date, if they choose, and how to redeem their 50% discount.

#### Benefits to the Non-Deferral Class

Members of the Non-Deferral Class who have not effectively elected to be excluded from the Settlement may choose either to (a) receive a refund of 40% of the total amount they paid to SXSU for Credential(s) (the “Non-Deferral Class Payments”); or (b) join the Deferral Class and obtain the benefits to the Deferral Class described above.

Members of the Non-Deferral Class will have until thirty (30) days after the Effective Date to notify SXSU whether they choose to remain in the Non-Deferral Class or join the Deferral Class. After the thirty-day election period elapses, any Members of the Non-Deferral Class shall be treated as if they elected to remain in the Non-Deferral Class.

## HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM

### 7. How can I receive my settlement benefits?

To be eligible to receive benefits from the Settlement, you must be a member of the Class. To request benefits, fill out the settlement claim form, located at [www.sxsusettlement.com](http://www.sxsusettlement.com).

## **8. When would I get my settlement benefits?**

**The Court will hold a Fairness Hearing on February 18, 2022, at 9:30 a.m. CST,** to decide whether to approve the Settlement. If the Court approves the Settlement, and there are no appeals, SXSU will be required to distribute benefits to the Class members within sixty (60) days of the Court's final approval of the Settlement.

## **9. What am I giving up to get a payment or stay in the Class?**

Unless you timely and validly exclude yourself, you will remain a Class Member, and that means you cannot sue, continue to sue, or be part of any other lawsuit against SXSU about the Released Claims (as defined below) in this case. It also means that all of the Court's order will apply to you and legally bind you. If you remain a Class Member, and if the Settlement is approved, you will give up all Released Claims (as defined below), including Unknown Claims (as defined below) against the Released Defendant Parties (as defined below):

- “Released Claims” means any and all claims that were, or could have been asserted in the Action, including any and all past, present, and future liabilities, complaints, claims, actions, causes of action, obligations, legal claims, damages, costs, attorneys’ fees, losses, penalties, fees of any kind, or demands that have been brought or could have been brought, whether known or unknown, existing or potential, suspected or unsuspected, directly or indirectly relating to the 2020 South by Southwest Conference and Festival, as against Releasees, whether or not specifically named herein, asserted or unasserted, under or pursuant to any statute, regulation, common law, or equitable principle, based on the facts alleged in the complaint filed in the Action and all legal claims of whatever type or description arising out of, that may have arisen as a result of, or which could have been brought based on, any of the facts, acts, events, transactions, occurrences, courses of conduct, representations, omissions, circumstances or other matters pleaded in complaints filed in the Action. This release also extends to any claims relating to cancellations, postponements or modifications of future festivals to which Deferral Class members elected to defer their 2020 Credentials where the cancellations, postponements or modifications occur because of the COVID-19 pandemic or other events outside of the control of SXSU, including, without limitation, resulting from government shut down, venue capacity limitation, or stay at home orders, future event attendance, size, or scope, or where SXSU reasonably concludes that the health and/or safety of Deferral Class members would otherwise be jeopardized. The Settlement Agreement and release do not release claims for (i) death, (ii) personal injury, (iii) damage to tangible property, or (iv) subrogation that were, or could have been, alleged on a class-wide basis in the Lawsuit. “Released Claims” does not include any claims to enforce the Settlement. “Released Claims” includes “Unknown Claims” (as defined below).
- “Released Defendant Parties” means SXSU, SXSU’s counsel, and each of their respective future, present, and former direct and indirect parents, subsidiaries, affiliates, divisions, predecessors, successors, assigns, distributors, agents, principals, suppliers, vendors, sponsors, issuers, licensees, and joint ventures, and each of their respective future, present, and former officers, directors, employees, partners, general partners, limited partners,

members, managers, agents, shareholders (in their capacity as shareholders), legal representatives and anyone acting on their behalf, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing.

- “Releasing Plaintiff Party” or “Releasing Plaintiff Parties” means each and every Class member, Class Representative and Class Counsel, and their respective future, present, and former direct and indirect parents, subsidiaries, affiliates, divisions, predecessors, successors, and assigns, and each of their respective future, present, and former officers, directors, employees, partners, general partners, limited partners, members, managers, agents, shareholders (in their capacity as shareholders) and legal representatives and anyone acting on their behalf, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. Releasing Plaintiff Parties do not include any Person who timely and validly seeks exclusion from the Class.
- “Unknown Claims” means (a) any and all Released Claims directly or indirectly relating to the 2020 South by Southwest Conference and Festivals which the Releasing Plaintiff Parties do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Parties, which, if known by him, her, or it, might have affected his, her, or its settlement with and release of the Released Defendant Parties, or might have affected his, her, or its decision(s) with respect to the Settlement, including but not limited to, whether or not to object to this Settlement or seek exclusion from the Class; and (b) any and all Released Defendants’ Claims that the Released Defendant Parties do not know or suspect to exist in his, her, or its favor at the time of the release of the Class Representative, Class Counsel, or any Class Members, which, if known by him, her, or it, might have affected his, her, or its settlement and release of Class Representatives, Class Counsel, or Class Members.
- With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, the Settling Parties shall expressly waive, and each Releasing Plaintiff Party shall be deemed to have, and by operation of the Judgment shall have expressly waived and relinquished to the fullest extent permitted by law, the rights provided by California Civil Code § 1542, which 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 shall expressly waive and each Releasing Plaintiff Party shall be deemed to have, and by operation of the Judgment shall have, expressly waived the benefit of any law of any state or territory of the United States, federal law or principle of common law, or of international or foreign law, which is similar, comparable, or equivalent to California Civil Code § 1542. The Releasing Plaintiff Parties recognize that, even if they later discover facts in addition to or different from those which he, she, it, or their counsel

now knows or believes to be true the Releasing Plaintiff Parties nevertheless agree that, upon entry of the final approval order and judgement, Releasing Plaintiff Parties fully, finally, and forever settle, and release any and all Released Claims against Released Defendant Parties. The Settling Parties acknowledge, and the Releasing Plaintiff Parties shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver and release were bargained for, and are material elements of the Settlement.

### **EXCLUDING YOURSELF FROM THE CLASS**

If you do not want to participate in this Settlement, and you want to keep the right to potentially sue SXSX on your own about the claims being released by the Settlement, then you must take steps to remove yourself from the Class. This is called excluding yourself—or is sometimes referred to as “opting out.” If you are requesting exclusion because you want to bring your own lawsuit based on the matters alleged in this Litigation, 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.

#### **10. How do I opt out of the Class and the proposed Settlement?**

To exclude yourself from the Class and the Settlement, you must send a letter by First-Class Mail stating that you “request exclusion from the Class in the *2020 SXSX Festival Settlement*.” You **cannot** exclude yourself by telephone or e-mail. Your letter must include your full name and current e-mail and mailing address and specifically and clearly state your desire to be excluded from the settlement and from the Class. You must submit your exclusion request so that it is **postmarked no later than December 20, 2021** to:

**SXSX, c/o Peter D. Kennedy  
Graves Dougherty, Hearon & Moody, PC  
401 Congress Avenue, Suite 2700  
Austin, Texas 78701, U.S.A.**

Your exclusion request must comply with these requirements in order to be valid and effective.

If you ask to be excluded, you will not receive any payment from the Settlement, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit, and you may be able to sue SXSX about the Released Claims in the future.

#### **11. If I do not exclude myself, can I sue SXSX for the same thing later?**

No. Unless you exclude yourself, you give up any rights you may potentially have to sue SXSX for any and all Released Claims. If you have a pending lawsuit against SXSX, speak to your lawyer in that case immediately. You must exclude yourself from the Class in this Litigation to continue your own Lawsuit. **Remember, the exclusion deadline is December 20, 2021.**

**12. If I exclude myself, can I get money from the proposed Settlement?**

No.

**THE LAWYERS REPRESENTING YOU**

**13. Do I have a lawyer in this case?**

The Court ordered that the law firms Sauder Schelkopf LLC, Cafferty Clobes Meriwether & Sprengel LLP, and Howry Breen & Herman LLP represent the Class Members, including you. These lawyers are called Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

**14. How will the lawyers be paid?**

Class Counsel will apply to the Court within sixty-six (66) days of the entry of the Order Granting Preliminary Approval of the Settlement for an award of attorneys' fees and costs. Any award of attorneys' fees and costs by the Court will **not** reduce the benefits to the Class members in this proposed settlement.

**OBJECTING TO THE SETTLEMENT**

You can tell the Court that you do not agree with the Settlement or any part of it.

**15. How do I tell the Court that I object to the proposed Settlement?**

If you are a Class Member, and do not otherwise exclude yourself from the Class, you can comment on or object to the proposed Settlement, the proposed Plan for Distributing Benefits (defined below), Class Counsel's fee and expense application, and/or the Class Representatives' award request. You can write to the Court setting out your comment or objection. The Court will consider your views. To comment or object, you must send a signed letter saying that you wish to comment on or object to the proposed Settlement, Plan for Distributing Benefits (defined below), and/or fee and expense application in the *2020 SXSW Festival Settlement*. Include: (i) your full name and current address, email address, and telephone number; (ii) a statement of the objection(s), including all factual and legal grounds for the position; (iii) copies of any documents you wish to submit in support; and (iv) sign and date the objection. In addition, you shall provide a list of any other objections submitted by you, or your counsel, to any class action settlements submitted in any court, whether inside or outside the United States, in the previous five years. If you have not made any such prior objection, you shall affirmatively so state in the written materials provided with the objection. If you intend to appear, in person or by counsel, at the Fairness Hearing, you must so state in the objection. Any Class Member who does not state his or her intention to appear in accordance with the applicable deadlines and other specifications, or who has not filed an objection in accordance with the applicable deadlines and other specifications, will be deemed to have waived any objections to the settlement and can be barred from speaking or otherwise presenting any views at the Fairness Hearing.

The Settling Parties will request that the Court enter an order providing that the filing of an objection allows Class Counsel or counsel for SXSX to notice such objecting person for and take his, her, or its deposition consistent with the Federal Rules of Civil Procedure at an agreed-upon location, and to seek any documentary evidence or other tangible things that are relevant to the objection. Failure by an objector to make himself/herself/itself available for a deposition or comply with expedited discovery requests may result in the Court striking the objection and otherwise denying that person the opportunity to be heard. The Court may tax the costs of any such discovery to the objector or the objector's counsel should the Court determine that the objection is frivolous or made for improper purpose.

Your comments or objection must be filed with the Court and mailed or delivered to each of the following addresses postmarked **no later than December 20, 2021**.

## **COURT**

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
Clerk of the Court  
United States Courthouse  
501 West 5th Street, Suite 1100  
Austin, TX 78701

## **CLASS COUNSEL**

SAUDER SCHELKOPF LLC  
Joseph G. Sauder  
1109 Lancaster Avenue  
Berwyn, PA 19312

CAFFERTY CLOBES MERIWETHER & SPRENGEL LLP  
Daniel O. Herrera  
135 S. LaSalle St.  
Suite 3210  
Chicago, IL 60603

Bryan L. Clobes  
205 N. Monroe Street  
Media, PA 19063

HOWRY BREEN & HERMAN LLP  
Randy Howry  
1900 Pearl Street  
Austin, TX 78705

## **SXSW'S COUNSEL**

GRAVES, DOUGHERTY, HEARON & MOODY, P.C.

Peter D. Kennedy

401 Congress Avenue, Suite 2700

Austin, TX 78701

Any person who fails to comply with the requirements for objecting to the Settlement will be deemed to have waived all such objections and will be foreclosed from raising any objections to the proposed Settlement or to any part thereof.

### **16. What is the difference between objecting and excluding?**

Objecting is simply telling the Court that you do not like something about the Settlement. You can object **only** if you stay in the Class.

Excluding yourself is telling the Court that you do not want to be paid and do not want to release any claims you think you may have against SXSW. If you exclude yourself, you cannot object to the Settlement because it does not affect you.

## **THE COURT'S FAIRNESS HEARING**

The Court will hold a hearing to decide whether to approve the proposed Settlement. You may attend and you may ask to speak, but you do not have to.

### **17. When and where will the Court decide whether to approve the proposed Settlement?**

The Court will hold a Fairness Hearing at **9:30 a.m. CST, on February 18, 2022**, in the Courtroom of the Honorable Lee Yeakel at the United States District Court for the Western District of Texas, United States Courthouse, 501 West 5th Street, Austin, Texas 78701. At the hearing, the Court will consider whether the Settlement and the Plan for Distributing Benefits (defined below) are fair, reasonable, and adequate. If there are objections, the Court will consider them, even if you do not ask to speak at the hearing. The Court will listen to people who have asked to speak at the hearing. The Court may also issue a ruling on Class Counsel's application for attorneys' fees and expenses (which request may include an award to Class Representatives in connection with their representation of the Class in an amount not to exceed \$2,000.00 per Class Representative). After the Fairness Hearing, the Court will decide whether to approve the Settlement and the Plan for Distributing Benefits (defined below). We do not know how long these decisions will take. You should be aware that the Court may change the date and time of the Fairness Hearing without another notice being sent to Class Members. If you want to attend the hearing, you should check with Class Counsel or the Settlement website **www.sxswsettlement.com** beforehand to be sure that the date and/or time has not changed.

**18. Do I have to come to the hearing?**

No. Class Counsel will answer questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but that is not necessary. Class Members do not need to appear at the hearing or take any other action to indicate their approval.

**19. May I speak at the hearing?**

If you object to the Settlement, the Plan for Benefit Distribution (defined below), and/or the fee and expense application, you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include with your objection (*see* Question No. 16, above) a statement saying that it is your “Notice of Intention to Appear in the *2020 SXSW Festival Settlement*.” Persons who intend to object to the Settlement, the Plan for Benefit Distribution (defined below), and/or any attorneys’ fees and expenses to be awarded to Class Counsel (including any award to the Class Representatives) and desire to present evidence at the Fairness Hearing must include in their written objections the identity of any witnesses they may call to testify and copies of any exhibits they intend to introduce into evidence at the Fairness Hearing. Your notice of intention to appear must be postmarked **no later than December 20, 2021**, and addressed to the Clerk of the Court, Class Counsel, and SXSW’s Counsel at the addresses listed above in Question No. 16.

You cannot speak at the hearing if you exclude yourself from the Class.

**IF YOU DO NOTHING**

**20. What happens if I do nothing?**

You must submit a timely claim form to receive Class benefits, in exchange for which you will release your claims against SXSW arising from the cancellation of SXSW 2020. If you do not timely exclude yourself from the Class, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against SXSW about the Released Claims in this case ever again.

**GETTING MORE INFORMATION**

**21. How do I get more information?**

For even more detailed information concerning the matters involved in this Litigation, you can obtain answers to common questions regarding the proposed Settlement by visiting the website **[www.sxswsettlement.com](http://www.sxswsettlement.com)** or contacting Class Counsel, who may refer some of your questions to SXSW. Reference is also made to the pleadings in support of the Settlement, to the Orders entered by the Court, and to other Settlement-related papers filed in the Litigation, which may be inspected at the Office of the Clerk of the United States District Court for the Western District of Texas,

United States Courthouse, 501 West 5th Street, Suite 1100, Austin, Texas 78701, during regular business hours. For a fee, all papers filed in this Litigation are available at [www.pacer.gov](http://www.pacer.gov). **DO NOT CALL OR WRITE THE COURT, THE OFFICE OF THE CLERK OF THE COURT, SXSU, OR SXSU'S COUNSEL REGARDING THIS NOTICE.**

### **PLAN FOR BENEFIT DISTRIBUTION**

1. If the Settlement is approved by the Court, benefits to the Class will be distributed in accordance with this proposed Plan for Benefit Distribution or such other plan as the Court may approve. The Court may approve this proposed Plan for Benefit Distribution, or modify it, without additional notice to the Class.
2. ***Deferral Class Payments:*** SXSU shall make Deferral Class Payments according to the method designated by each Class Member in their Claim Form. Class Members will have the option of electing to receive payments through PayPal, or Automated Clearing House ("ACH") bank payment.
3. ***Non-Deferral Class Payments:*** SXSU shall make Non-Deferral Class Payments according to the method designated by each Class Member in their Claim Form. Class Members will have the option of electing to receive payments through PayPal, or Automated Clearing House ("ACH") bank payment.

### **ADDITIONAL PROVISIONS**

1. Payment pursuant to the Plan for Benefit Distribution, or such other plan as may be approved by the Court, shall be conclusive against all Authorized Claimants. No person shall have any claim against the Class Representatives, Class Counsel, the Released Parties, SXSU, or SXSU's counsel arising from distributions made substantially in accordance with the Plan for Benefit Distribution approved by the Court, or further orders of the Court.
2. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the claim of any Class Member or claimant.
3. The Court may retain continuing and exclusive jurisdiction over the Settling Parties, and all Class Members, for the purpose of the administration and enforcement of the Settlement Agreement.

DATED: October 21, 2021

BY ORDER OF THE COURT  
UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF TEXAS